

# COLLECTIVE AGREEMENT

BETWEEN

**THE CORPORATION OF THE TOWNSHIP  
OF PLUMMER ADDITIONAL**

(hereinafter referred to as the "Employer/Township")



-AND-

**CANADIAN UNION OF PUBLIC EMPLOYEES  
AND IT'S LOCAL 3-06**

(hereinafter referred to as the "Union")

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

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**TERM OF AGREEMENT: January 1, 2020 to December 31, 2024**

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## **ARTICLE 1 – PURPOSE**

- 1.01 The purpose of this agreement is to establish mutually satisfactory relations between the Township and its Employees, to provide machinery for the prompt and equitable disposition of grievances, and to establish and maintain satisfactory working conditions, hours of work and wages for all Employees who are subject to the provisions of this agreement.
- 1.02 It is agreed by the Parties hereto that every covenant, proviso and agreement herein shall ensure to the benefit of and be binding upon the Parties hereto and their assigns, and that all covenants herein shall be construed as being joint and several, and that, when the context so requires or permits, the singular members shall read as if plural and the masculine gender as if feminine or neutral.

## **ARTICLE 2 – SCOPE**

- 2.01 The Township recognizes CUPE and its Local 3 as the sole and exclusive bargaining agent for all Employees of the Township save and except Clerk-Treasurer, Road's Working Foreman and the Deputy Clerk-Treasurer, Students and persons with the rank of Supervisor and hereby agrees to negotiate with the Union or any of its authorized committees concerning all matters affecting the relationship between the parties.

Full-Time Employees shall be defined as those Employees regularly working in excess of twenty-five (25) hours per week, being office assistant, and two (2) equipment operators and public work Employees.

Part-Time Employees shall be defined as those Employees working twenty-five (25) hours or less per week.

- 2.02 (a) Any Employee hired under federal and/or provincial assistance programs including make-work programs shall be paid and shall enjoy such benefits as directed within the contract between the Township and the appropriate federal and/or provincial authority. A notification of such programs shall be provided to the Union.
- (b) The Township agrees that Employees will not have reduced regular hours and will not be laid off because of the federal and/or provincial assistance programs.
- (c) The Union agrees to provide an annual letter of concurrence for hiring students by January 15<sup>th</sup> of each year.

### **ARTICLE 3 – NO DISCRIMINATION**

- 3.01 The Township and the Union recognize the right of the Employees to work in an environment free from personal harassment and discrimination. To this end the parties subscribe to the spirit and intent of the Ontario Human Rights Code and will co-operate in ensuring that the objectives contained therein are met.
- 3.02 There shall be no discrimination exercised or practiced on the part of the Township or its representatives against any Employee for their participation in the formation or administration of the Union.

### **ARTICLE 4 – MANAGEMENT RIGHTS**

- 4.01 The Union agrees that the Corporation has the exclusive right to manage including such rights as:
- a) To determine the size of the working force, the number of Employees required for any and all jobs, the kinds of equipment, machines or tools to be used and their location, the allocation and assignment of work to Employees, and to be the judge of the qualifications of the Employees in a fair, impartial and reasonable manner;
  - b) To maintain order, discipline and efficiency and to make, alter or amend reasonable rules of conduct and procedure for Employees; to hire, discharge, classify, transfer, promote, demote, lay-off, suspend or discipline Employees for just cause provided, however, that any exercise of these rights in conflict with any of the provisions of this agreement may be the subject of a grievance as provided under the Grievance Procedure of this agreement.

### **ARTICLE 5 – NO STRIKES OR LOCKOUTS**

- 5.01 During the term of this agreement, the Union agrees there shall be no strike, slowdown, or picketing and the Township agrees there will be no lockout. Strike and Lockout will be as defined in the Ontario Labour Relations Act.

### **ARTICLE 6 – NEGOTIATING AND GRIEVANCE COMMITTEES**

- 6.01 A Union negotiating committee shall be determined by the Local and consist of not more than two (2) members one of whom is an Employee of the Corporation and one of whom will be the President or designate of the Local along with the CUPE National Representative.

## 6.02 Stewards

The Corporation acknowledges the right of the Union to appoint or otherwise select one (1) steward and one (1) alternate. The Union shall notify the Corporation of the names of the stewards within thirty (30) calendar days of their appointment.

6.03 No time shall be lost by the steward or member of the negotiating committee for attendance at mutually arranged meetings with Township officials during working hours, provided such members receive prior approval from the Clerk Treasurer.

6.04 The Union shall have the right at any time to have the assistance of Union officers or representatives of CUPE when dealing or negotiating with the Corporation.

6.05 The Union's Grievance Committee shall consist of one (1) member who is an Employee of the Corporation. This committee may discuss matters pertaining to the agreement with the officials of the Corporation.

## **ARTICLE 7 – GRIEVANCE PROCEDURE**

### 7.01 Complaints

It is the mutual desire of the parties hereto that complaints of Employees shall be adjusted as quickly as possible and it is understood that an Employee has no grievance until the Employee has first given her/his immediate supervisor the opportunity of resolving her/his complaint. Such complaint shall be discussed with the Employee's immediate supervisor within five (5) working days after the circumstances giving rise to it have occurred. If resolution is not achieved, then the complaint may go forward to Step 1 of the Grievance Procedure if filed within five (5) working days following discussion with the immediate supervisor.

7.02 All grievances shall be in writing and shall identify the nature of the grievance, the provisions of this Agreement, that are alleged to have been violated, and the remedy, which is sought. All replies to all steps shall also be in writing.

7.03 A grieved Employee shall submit the grievance in writing to the Union Grievance Committee. If the Union Grievance Committee considers the grievance to be justified then the Union may proceed to Step 1 of the Grievance Procedure.

7.04 Within the terms of this agreement, a grievance shall be defined as a difference between the Employee, the Union, or both and the Township as to the interpretation, application, administration or the alleged violation of the provisions of this agreement.

7.05 Step 1

Within five (5) working days after the alleged grievance has arisen the Employee shall take the matter up with their immediate supervisor being the Clerk-Treasurer, Deputy Clerk-Treasurer, Roads Working Foreman. The Employee may elect to be accompanied by their steward. Failing satisfactory settlement within the five (5) working days, the Employee or Union may proceed to Step 2.

7.06 Step 2

The Employee accompanied by their Steward, shall submit their grievance in writing to the Clerk-Treasurer or Deputy Clerk-Treasurer, within five (5) working days of the response from a Supervisor. The Clerk-Treasurer or Deputy Clerk-Treasurer shall give an answer in writing within five (5) working days from receiving the grievance.

7.07 Failing satisfactory settlement at Step 2, the Union may within twenty (20) working days of the reply at Step 2, refer the matter to arbitration.

7.08 Any grievance directly between the Union and the Township shall be initiated at Step 2 within twenty (20) working days of the alleged violation or infraction. A meeting shall be held between the representatives of the Township and the Union within ten (10) working days of the filing of the grievance. The grievance shall be answered in writing by either the Township or the Union within five (5) working days of such meeting.

7.09 Discharge Grievance

A claim by an Employee who has completed her/his probationary period that she/he has been discharged without just cause shall be treated as a grievance if a written statement of such grievance is lodged by the Employee with the Clerk-Treasurer at Step 2 within ten (10) working days following the date on which the discharge was issued. An Arbitrator may resolve such grievance by:

- a) Confirming the Township's action in dismissing the Employee; or
- b) Reinstating the Employee with full, partial or no compensation for time lost, and benefits and credits; or
- c) Any other arrangement, which is just and equitable in the circumstances.

7.10 All agreements reached under the Grievance Procedure between the representatives of the Township and the representatives of the Union will be final and binding upon the Township and the Union and the Employee or Employees involved.

### 7.11 Record of Discipline

- a) An Employee's record of discipline shall not be used against the Employee at any time after eighteen (18) months, unless there is a recurrence of incidents requiring disciplinary action.
- b) In all matters of discipline, a signed copy of the document shall be given to the Employee and the Steward. The Steward will sign acknowledgement of receipt of the documentation.

### 7.12 Arbitration

Either party may, after exhausting the Grievance Procedure established by this agreement, notify the other party in writing within fourteen (14) working days from which settlement could have been reached at Step 2 of the Grievance Procedure of its desire to submit the difference or allegation to Arbitration. If no written notice of referral to arbitration is received within fourteen (14) working days after the decision under Step 2 is given, the grievance shall be deemed to have been abandoned.

### 7.13 Mediation

- a) The parties may agree to a mediation process with a mutually agreed upon mediator. Each party shall bear one-half the cost of the fees and expenses.
- b) The parties shall engage in this process on the following basis:
  - i) Each party shall make every reasonable effort to resolve the matter;
  - ii) Any positions taken or information provided by either party shall not be admissible should the matter proceed to arbitration;
  - iii) This step shall not be used to delay arbitration of a matter.

7.14 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance, unless otherwise by mutual agreement of both parties in writing.

## **ARTICLE 8 – UNION SECURITY AND DUES CHECK-OFF**

8.01 It is agreed and understood by the Parties hereto that there shall be a compulsory dues check-off upon all Employees covered by this collective agreement.

- 8.02 The Township agrees to deduct the amount of dues each month and remit same to the Secretary Treasurer of the Union not later than the fifteenth (15th) day of the following month for which dues were levied. The cheque shall be accompanied by a list of the names of Employees from whose wages the deductions have been made.
- 8.03 At the same time that Income Tax (T-4) slips are made available, the Township shall type on the amount of the Union dues paid by each Union member in the previous year.

## **ARTICLE 9 – SENIORITY, LAYOFF AND RECALL**

- 9.01 Seniority shall mean an Employee's continuous service with the Township since the date of his or her last hiring by the Township.
- 9.02 Seniority for Part-Time Employees shall accumulate based on hours paid 2,080 hours with one (1) year for all Employees.
- 9.03 Full-Time Employees transferring to Part-Time shall retain their established seniority, but such seniority shall be converted to hours as therein provided. The Employee shall then accumulate seniority on the basis of actual hours paid (1,950 hours with one (1) year for all Employees except clerical which shall be 2,080 hours with one (1) year for all Employees).
- 9.04 Should circumstances require a reduction of Employees, Employees shall be laid off in reverse order of seniority, provided that the senior Employee has the ability, knowledge, and training to fill the requirements of the job.
- 9.05 Employees shall be recalled in order of their seniority provided that the senior Employee has the ability, knowledge, and training to fill the requirements of the job.
- 9.06 When Employees are to be recalled by the Township they shall be notified by registered mail to their last place of residence known to the Township and if they fail to report within seven (7) days after the mailing of such notice, the Township shall be under no obligation to re-employ them.
- 9.07 A seniority list of all Employees covered by this agreement shall be posted in January of each year. The list will show names, positions and date of hire for each Employee (or hours in the case of Part-Time Employees). Copies of the seniority list will be posted on all bulletin boards and one (1) copy will be mailed to the Union.

The seniority list will be considered correct for all purposes unless the Employee disputes its accuracy within two (2) calendar weeks from the date the list was posted. The Employee must file a written notice to the Township outlining the grounds of objection.

No change in the seniority status of an Employee shall be made unless agreed to by the Union.

- 9.08 In relation to promotion, all Employees will undergo a trial period of sixty (60) consecutive working days provided that it shall not be less than 480 hours worked in the case of Part-Time Employees.
- 9.09 A newly hired Employee shall be required to serve a probationary period of six (6) months. Upon completion of the probationary period, an Employee's seniority shall be established as of the Employee's date of hire.

A probationary Employee shall not have recourse to the Grievance or Arbitration Procedure if he or she is laid off or is discharged during the probationary period. It is understood that in special cases and by mutual agreement between the Township and the Union, this probationary period may be extended when requested by the Township.

One (1) working day will be defined as one (1) scheduled day of work regardless of the number of scheduled hours of work per day.

## **ARTICLE 10 – LOSS SENIORITY**

- 10.01 An Employee shall lose all seniority and shall be deemed terminated for just cause including without limiting the generality of the foregoing if the:
- a) Employee quits;
  - b) Employee is discharged, and the discharge is not reversed through the grievance, mediation, and/or arbitration procedure;
  - c) Employee is absent without authorization from the Township from scheduled work for three (3) or more consecutive working days in any calendar year unless the Employee provides a reason satisfactory to the Township;
  - d) Employee fails to return to work upon expiration of a leave of absence;
  - e) Employee has been on inactive service (absent from work due to illness, accident or compensable injury) for twenty-four (24) consecutive months or his or her length of seniority whichever is less unless such termination is contrary to the Human Rights Code;

- f) Employee fails to report for work within seven (7) calendar days after being notified by registered mail to return to work following a lay-off unless sick or injured.

## **ARTICLE 11 – JOB POSTING**

11.01 The Township agrees to post all vacancies and newly created classifications which occur within the bargaining unit no later than ten (10) working days of vacancy occurring. The posting shall be for a period of not less than five (5) working days. Employees of the Township shall have an opportunity to apply for such positions before probationary or external Employees are considered.

11.02 The Township may fill the vacancy temporarily pending the filling of the vacancy permanently, provided that the temporary filling of the position does not exceed forty-five (45) working days. However, the Township shall give primary consideration to qualification and ability to perform the required duties. Where qualification and ability are relatively equal, seniority shall be the deciding factor. Where appointment to this temporary vacancy has been made the Union shall immediately be notified and notice of the appointment shall be posted.

11.03 In the case of a temporary position exceeding forty-five (45) working days, the position shall be posted and Article 11.01 shall apply.

11.04 In filling a vacancy, the Township shall give primary consideration to qualification and ability to perform the required duties. Where qualifications and ability are relatively equal, seniority shall be the deciding factor.

### **11.05 Trial Period**

The successful applicant shall be notified within one (1) week following the end of the posting period. He or she shall be placed on trial for sixty (60) consecutive working days and provided that it not be less than 480 hours for Part-Time Employees. Conditional upon satisfactory service, the Employee shall be declared permanent after the sixty (60) consecutive working days worked and provided that it not be less than 480 hours for Part-Time Employees. In the event the successful applicant proves unsatisfactory in the position during the period, or if the Employee is unable to perform the duties of the new job classification, he or she shall be returned to his/her former position and wage or salary rate, without loss of seniority.

## **ARTICLE 12 – LEAVES OF ABSENCE**

12.01 Employees elected or appointed as representatives of the Union shall be granted a leave of absence without pay or benefits while engaged in Union business, provided that written request for leave is made of the Township at least twenty-one (21) working days prior to the beginning of the leave. Permission must be obtained from the Township in writing prior to the leave of absence, however such provision shall not be unreasonably withheld, but in any event shall not exceed ten (10) working days per year total for all Employees, if Employees on such leave fail to report for work on or before the expiration of such leave, they may be discharged by the Township. It is recognized that such leave may be extended by mutual agreement of the Union and the Township.

12.02 Employees may be granted leave of absence without pay or benefits of up to three (3) months duration, with the approval in writing of the Township, such approval not to be unreasonably withheld in the sole discretion of the Township. Permission from the Township shall be obtained in writing. If Employees on such leave fail to report for work on or before the expiration of such leave, they may be discharged by the Township. It is recognized that such leave may be extended by mutual agreement of the Union and the Township.

12.03 The name of an Employee on authorized leave of absence shall be continued on the seniority list, but such Employee shall not accumulate seniority while on leave of absence.

### **12.04 Transfer and Seniority Outside the Bargaining Unit**

No Employee shall be transferred to a position outside the bargaining unit without his/her consent. If an Employee is transferred to a position outside of the bargaining unit, he/she shall retain his/her seniority accumulated up to the date of leaving the unit but will not accumulate any further seniority. Such Employee shall have the right to return to a position in the bargaining unit during his/her trial period which shall be a maximum of sixty (60) working days. If an Employee returns to the bargaining unit, he/she shall be placed in a job consistent with his/her seniority. Such return shall not result in the lay-off or bumping of an Employee holding greeter seniority.

### **12.05 Bereavement Leave**

a) Employees with a death in their immediate family, shall be entitled to three (3) consecutive working days leave of absence with pay. Employees with a death in the immediate family from out of Town will be entitled to five (5) days leave of absence, three (3) of which shall be paid. The Employee may elect to use vacation or discretionary days for unpaid bereavement time.

An Employee performing an integral part of a funeral ceremony shall be granted an additional one (1) day leave of absence without pay. In such case the Employee may elect to use a vacation or discretionary day.

- b) An Employee with a death in their extended family, Aunt, Uncle, Niece, Nephew, (first) Cousin shall be granted one (1) day leave of absence with pay.
- c) Immediate family shall mean parents and step parents on both sides, grandparents on both sides, spouse, stepchild, siblings on both sides, children and grandchildren. Bereavement leave to be taken at time of death.
- d) When required Employees shall be entitled to an additional one (1) day unpaid leave of absence to attend a memorial or interment that occurs after the death, burial or funeral of a member of their immediate family. In such case an Employee may elect to use a vacation or discretionary day.
- e) An Employee may be granted leave of absence without pay at the discretion of their manager, or designate, where such leave is requested solely due to the death and/or funeral of persons other than those specified above. Such requests shall not be unreasonably denied. In such case an Employee may elect to use vacation or discretionary day(s).

12.06 Jury Duty

The Township shall grant leave of absence without loss of seniority to an Employee who serves as a juror in the District of Algoma. The Employer shall pay such Employee the difference between his or her normal earnings of any payment he or she received for jury duty. The Employee will present proof of service and the amount of pay received. The Employee must report for work at all times when not required for Jury Duty.

**ARTICLE 13 – DESIGNATED HOLIDAYS**

13.01 All Employees other than those on leave of absence within the scope of this agreement or on sick leave of absence shall be paid a normal working days’ pay at their regular rate of pay for each of the following paid holidays:

- |               |                  |
|---------------|------------------|
| New Years Day | Civic Holiday    |
| Family Day    | Labour Day       |
| Good Friday   | Thanksgiving Day |
| Easter Monday | Remembrance Day  |
| Victoria Day  | Christmas Day    |
| Canada Day    | Boxing Day       |

13.02 To qualify for these paid holidays, an Employee must have worked his or her regular shifts immediately before and after such holiday.

13.03 If an Employee is called out to work on any of the above-noted holidays he or she shall receive double time and one-half for all hours worked. Such Employees shall be paid a minimum of four (4) hours at the above rate, subject to Article 13.02 being complied with.

13.04 In the event that any of the above-mentioned holidays should fall on an Employee's normal day off or while the Employee is on vacation, said Employee shall be entitled to another day off with pay at his or her regular rate or a regular day's pay in lieu of said holiday.

#### **ARTICLE 14 – ANNUAL VACATIONS**

14.01 Full-Time Employees with continuous service as of their anniversary date in any year shall receive vacation with pay at their regular rate. Vacations with pay will be in accordance with the following schedule:

- a) After one (1) year of continuous service, the Employee shall be granted two (2) weeks vacation with pay;
- b) After five (5) years of continuous service, the Employee shall be granted three (3) weeks vacation with pay;
- c) After eight (8) years of continuous service, the Employee shall be granted four (4) weeks vacation with pay;
- d) After twelve (12) years of continuous service, the Employee shall be granted five (5) weeks vacation with pay;
- e) After sixteen (16) years of continuous service, the Employee shall be granted six (6) weeks vacation with pay.

14.02 Part-Time Employees will receive vacation pay on each pay period equal to:

<b>Number of Years</b>	<b>Vacation Entitlement</b>
After completion of 1 year (2,080 hours)	4%
After completion of 5 years (10,400 hours)	6%
After completion of 8 years (16,640 hours)	8%
After completion of 12 years (24,960 hours)	10%
After completion of 16 years (33,280 hours)	12%

Part-Time Employees may request vacation time, to be approved by Supervisor or Personnel committee. Such time to be pro-rated annually, based on seniority and hours worked and to be taken without pay.

- 14.03 Employees will have until the January 15<sup>th</sup> to submit suggested vacations. The Township will post the vacation schedule prior to May 1<sup>st</sup> in each year. The Township will attempt to grant preference of vacation time as requested on a seniority basis. In the interest of the operation of the Township the final decision regarding vacation rests with the Township.

## **ARTICLE 15 – HOURS OF WORK**

- 15.01 For all Employees the regular hours of work shall be up to eight (8) hours per day, and up to forty (40) hours per week. All lunch periods shall be unpaid.
- 15.02 It is understood that Employees shall be entitled to a fifteen ( 15) minute break at the midpoint of each half of their shift and at the start of overtime and every two (2) hours thereafter.

## **ARTICLE 16 – OVERTIME**

- 16.01 For all Employees authorized hours of work in excess of eight (8) hours per day or forty (40) hours per week shall be paid at the rate of time and one-half the regular rate of pay per hour. An Employee who works authorized overtime shall be given the option of being paid for the overtime hours on the next pay period or taking time off with pay on a hour and one-half for hour basis. Such time off to be agreed between the Employee and the Township.

Time off with pay must be taken within three (3) months of the week in which it was earned. An Employee shall be given the option to carry forward into the next calendar year a maximum of forty (40) hours lieu time off with pay.

- 16.02 Employees called out to work hours in excess of the regular hours of work shall be guaranteed a minimum of three (3) hours pay at regular pay.
- 16.03 Overtime shall be shared equitably among the Bargaining Unit Employees who normally perform the work however the final decision with respect to overtime rests with the Township.

## **ARTICLE 17 – STORMY, INCLEMENT WEATHER AND SAFETY EQUIPMENT**

### **17.01 Clothing Allowance**

- a) The Township will pay to Full-Time road Employees required to wear safety equipment up to three hundred (\$300.00) dollars per year on January 1<sup>st</sup> towards the purchase of mandatory visible safety work shirts, pants, and/or boots.

An Employee may accumulate at the yearly allotment to a maximum of two (2) years. If not used by December 31<sup>st</sup> of the second year, the accumulated credit as of January 1<sup>st</sup> is lost. Invoices for purchase must be produced or direct billed.

- b) Protective safety clothing, including rainsuits, hard hats, gloves, safety glasses, dust masks, shall be supplied by the Township at no cost to the Employees. Purchases as approved by the Roads Working Foreperson.

## **ARTICLE 18 – BULLETIN BOARDS**

- 18.01 The Township agrees that the Union shall have the right to post notice of meetings and other notices that may be of interest to the Employees concerned.

## **ARTICLE 19 – GOVERNMENT LEGISLATION**

- 19.01 In the event that any of the provisions of this agreement are found to be in conflict with any valid and applicable Federal or Provincial Legislation now existing or hereafter enacted, it is agreed that such laws shall supersede the conflicting provisions without in any way affecting the remainder of the collective agreement.

## **ARTICLE 20 – WORKING CONDITIONS**

- 20.01 In co-operation with the Townships overall program of accident control and prevention it is expected that the Steward or National Representative will report to the Township in writing for immediate corrective action, any unsafe conditions, unsafe acts or violation of safety regulations. It is agreed that the Employee and the Township will abide by all the terms and conditions set out in the Occupational Health and Safety Act.

**ARTICLE 21 – REPORTING PAY**

21.01 An Employee who reports to work on a scheduled working day and who was not previously notified not to report and is sent home because of inclement weather etc., shall be guaranteed a minimum of two (2) hours pay at his/her regular rate.

**ARTICLE 22 – PAY DAYS**

22.01 Pay day shall be every second Thursday except should a holiday fall on that day, the Wednesday before shall be deemed to be pay day.

22.02 The Township will show conspicuously in writing on the pay envelope or pay stub accompanying the wages paid to each Employee the following: Employee's wage rate, number of regular hours work, number of overtime hours worked and all deductions made.

**ARTICLE 23 - WAGES**

23.01 The Parties agree that the wage rates are in compliance with the *Pay Equity Act* and the wages shall be as follows:

- 1. Retroactive to January 1, 2020.

		9.40%	2.50%	2.50%	2.50%	2.50%
		\$1.99	\$0.58	\$0.59	\$0.61	\$0.62
<b>CLASSIFICATION</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>
<b>Operator</b>	21.17	23.16	23.74	24.33	24.94	25.56
<b>Head Clerical</b>	18.63	20.62	21.20	21.79	22.40	23.02
<b>Clerical Assistant</b>	16.61	18.60	19.18	19.77	20.38	21.00
<b>Labourer</b>	14.08	16.07	16.65	17.24	17.85	18.47

- 2. New Hires shall have a lower starting wage in all categories during their probation and training period.

In each Job Class:

New Hires;

From 0 months to the end of 6 months during their probation and/or training period, the wage shall be \$1.50 less per hour than the going rate.

Upon successful completion of 6 months of training and probation the wage shall be \$0.75 less per hour to the end of 12 months.

Upon successful completion of 12 months of training the wage rate to equal the going annual rate.

23.02 A Full-Time Employee shall be entitled to five (5) discretionary days per calendar year, with pay (for purposes of clarity 2,080 with one (1) year for all Employees). Discretionary day entitlement for Part-Time Employees shall be pro-rated.

23.03 1. The Township agrees to contribute one hundred (100%) per cent of the Employees costs for Ontario Hospital Insurance (OHIP) as required by E.H.T. (Employer Health Tax).

2. Extended Health Plan as presently in force includes:

- a) dental
- b) eyeglass
- c) semi-private
- d) drug plan
- e) life insurance (double salary)
- f) weekly indemnity
- g) L.T.D. plan

The Township agrees to contribute one hundred (100%) per cent of the premiums. Employees will be provided with a copy of the Plan presently in force.

### 3. Pension Plan

The Township agrees to provide an OMERS Pension Plan to all Employees who qualify under such plan. For future Employees, OMERS shall be mandatory in accordance with the plan.

23.04 i) A premium of sixty-five cents (65¢) per hour shall be paid to Full-Time Road Employees for each hour worked between the hours of 4:30 p.m. and 8:00 a.m. for an assigned shift and not for overtime hours.

ii) For the convenience of the workers, summer hours (June 1<sup>st</sup> - August 31<sup>st</sup>) may be flexible as authorized by the Roads Working Foreman at the Employees regular rate of pay.

23.05 When the delegated lead hand operator is replacing the Roads Working Foreman he/she shall receive an additional sixty cents (60¢) per hour.

- 23.06 An on-call rate of thirty dollars (\$30.00) per weekend shall be paid to the delegated lead hand operator while replacing the Roads Working Foreman.
- 23.07 Employees shall be paid per kilometer for use of their own vehicle if such use is requested by the Township and at a rate established annually by the Expense Allowance By-Law for members of Council, Local Boards and officers and servants of the Township. The Township agrees to provide the Union with a copy of the By-Law whenever it is amended.
- 23.08 The Employer shall pay all costs associated with maintaining DZ licences for Full-Time Employees requiring them.


**ARTICLE 24 – DURATION OF AGREEMENT**

24.01 This agreement shall be in effect from January 1, 2020 and remain in effect until December 31, 2024. Either party to this agreement may give notice in writing to the other party herein not more than ninety (90) days nor less than thirty (30) days before the expiry date of this agreement, of their intention to renew or revise this agreement and negotiations shall commence between the parties at a mutually acceptable time. If neither party gives to the other party notice in writing as set out then this Agreement shall continue to be in effect for a further one (1) year period without change and so on from year to year thereafter.


SIGNED at Plummer Additional this 2nd day of December, 2020.

FOR THE EMPLOYER/TOWNSHIP

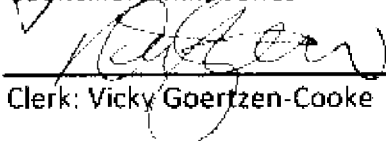
FOR THE UNION

  
 \_\_\_\_\_  
 Mayor: Beth West

  
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 Councillor: Mike Jones

ALL  
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 Clerk: Vicky Goertzen-Cooke

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