

COLLECTIVE AGREEMENT

BETWEEN:

THE CORPORATION OF THE TOWN OF SMITHS FALLS
(Hereinafter referred to as the "Employer" Party of the first part)

AND:



**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1664**
(Hereinafter referred to as the "Union" Party of the second part)

May 1, 2020 to April 30, 2024

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ARTICLE 1 – PURPOSE

- 1.01 The purpose of this Agreement is to provide orderly collective bargaining relations between the Employer and its Employees covered by this Agreement through the Union, to secure prompt and fair disposition of grievances, to secure the efficient operation of the Employer's business without interruption or interference with work and to provide fair wages, hours and working conditions for the Employees. It is recognized by this Agreement to be the duty of the Employer, the Union and the Employees to cooperate fully, individually and collectively for the advancement of the said conditions.

ARTICLE 2 – SCOPE AND RECOGNITION

- 2.01 This Agreement shall apply to all Employees of the Employer referred to in the Certificate of the Ontario Labour Relations Board, that is, all Public Works Employees of the Employer at Smiths Falls, Ontario save and except assistant foremen, persons above the rank of assistant foremen, office, clerical and technical staff, persons regularly employed for not more than twenty-four (24) hours per week, and students employed during school vacation period or as part of a specific work placement forming part of an individual's formal educational program. Such special work placement shall be of a temporary nature and not reduce unionized staffing levels.
- 2.02 The Employer recognizes the Union as the sole collective Bargaining Agent for all Employees of the Employer in the Bargaining Unit defined above.

ARTICLE 3 – MANAGEMENT RIGHTS

- 3.01 The Union recognizes and acknowledges that the management of the business and direction of the working forces are fixed exclusively in the Employer, and, without limiting the generality of the foregoing, the Union acknowledges that 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 for just cause, provided that a claim for unjust discipline or discharge may be the

subject matter of a grievance and dealt with as hereinafter provided;

- (b) select, hire, transfer, assign to shifts or routes, promote, demote, classify, dispatch, lay off, recall or retire Employees, and select Employees for positions excluded from the Bargaining Unit;
- (c) determine the locations of operations, and their expansion or their curtailment, the direction of working forces, the sub contracting of work, the schedules of operations, the number of shifts, the methods, processes and means of production, job content, quality and quantity standards, hygiene standards, the establishment of work or job assignments, the qualifications of an Employee to perform any particular job; use improved methods, machinery and equipment; decide on the number of Employees needed at any time, starting and quitting times, when overtime shall be worked and require Employees to work overtime; the determination of financial policies, including general accounting procedures and public relations;
- (d) establish and administer tests for the purpose of assisting the Employer in determining an Employee's qualifications, and require medical examinations for any reason;
- (e) have the sole and exclusive jurisdiction over all operations, buildings, machinery, equipment and Employees.

3.02 The Employer agrees that it will not exercise its functions in a manner inconsistent with the provisions of this Agreement, and the express provisions of this Agreement constitute the only limitations upon the Employer's rights.

ARTICLE 4 – UNION SECURITY

4.01 All present Employees of the Employer who are members of the Union, as a condition of continued employment shall remain members in good standing of the Union. All new Employees, as a condition of continued employment, shall become and remain members in good standing in the Union within thirty (30) days of employment.

4.02 New Employees

The Employer agrees to acquaint new employees with the fact that a union agreement is in effect, and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-off.

4.03 CUPE Orientation to Meet with New Employees

On commencing employment, the employee's immediate supervisor shall introduce the new employee to his/her Union Steward or Representative. An Officer of the Union shall be given an opportunity to meet 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 and his/her responsibilities and obligations to the Union.

4.04 The Employer shall deduct from every Employee any monthly dues, initiation fees, or assessments levied, in accordance with the Union Constitution and By-Laws

4.05 Deductions shall be made bi-weekly and shall be forwarded to the National Secretary-Treasurer of the Union not later than the 15th day of the month, accompanied by a list of the names, addresses, phone numbers and classification of any Employees from whose wages the deductions have been made.

4.06—At the same time that Income Tax (T-4) slips are made available, the Employer shall supply to the Union, without charge, receipts in the name of the Union in the amount of union dues paid by each Union member in the previous year.

4.07 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.

4.08 An Employee covered by this Agreement shall have the right to refuse to cross a picket line or refuse to do the work of striking or lockout employees.

ARTICLE 5 – LABOUR MANAGEMENT COMMITTEE

5.01 Labour-Management Committee

A Labour - Management Committee shall be established consisting of not more than two (2) representatives of the Union and not more than two (2) representatives of the Employer. The Committee shall enjoy the full support of both parties in the interests of improved labour-management relations and service to the public.

5.02 Meetings of Committee

The Committee shall meet quarterly unless otherwise agreed by the parties, at a mutually agreeable time and place. Its members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent with this Committee. Time spent includes attending meetings of the Committee and following up on items arising from meetings.

5.03 Chairperson of the Meeting

An Employer and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings, as well as taking and preparing minutes.

5.04 Minutes of Meeting

Minutes of each meeting of the Committee shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting. The Union, the CUPE Representative and the Employer shall each receive one (1) signed copies of the minutes within fourteen (14) working days following the meeting.

5.05 Jurisdiction of Committee

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

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

ARTICLE 6 – REPRESENTATION

6.01 Two (2) Stewards shall be elected from the Bargaining Unit, one (1) of whom may be designated as the Chief Steward. The Employer will recognize as Steward any Employee who has acquired at least one (1) year of seniority under this Agreement. The Union shall notify the Employer in writing of the names of such Stewards at the time of their

appointment, and the Employer shall not be required to recognize any Stewards until it has been notified.

- 6.02 The Stewards shall be entitled to leave their work during working hours in order to carry out their functions under this Agreement.. Wherever possible, the processing of grievances and other activities on behalf of the Union shall be performed outside regular hours. Where it is necessary to investigate or process grievances or attend any investigative or disciplinary meetings during working hours, the Stewards shall not leave their work to perform these functions without the prior consent of their Supervisor. Such permission shall not be unreasonably withheld. In accordance with this understanding the Steward, when dealing with Employees' grievances during his/her regular hours of work, shall not suffer any loss in pay.
- 6.03 For contract renewal negotiations local members shall be paid at their regular rate of pay for a collective total of up to forty-eight (48) hours.

ARTICLE 7 – NO STRIKES OR LOCK OUTS

- 7.01 In view of the orderly procedure established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the lifetime of this Agreement, there will be no strike, slowdown or stoppage of or interference with work or production, either complete or partial, and the Employer agrees that there will be no lock-out of Employees.
- 7.02 Any Employee who violates Article 6.01 shall be subject to discipline, which may include discharge.

ARTICLE 8 – NO DISCRIMINATION

- 8.01 There shall be no discrimination, intimidation or coercion for any reason by the Employer or the Union of its members against any Employee.

ARTICLE 9 – GRIEVANCE PROCEDURE

- 9.01 The purpose of this Article is to establish a procedure for the settlement of grievances.
- 9.02 An Employee who has a complaint relating to the interpretation, application, administration or alleged violation of this Agreement shall

submit the grievance to his Steward. If the Steward considers it advisable to take the matter further, the following procedure shall apply:

STEP 1

The grievance shall be brought to the attention of the Superintendent within seven (7) working days of the incident giving rise to the complaint. The Superintendent shall state his decision verbally within seven (7) working days after receiving the complaint.

STEP 2

Should the Employee be dissatisfied with the Superintendent's disposition of the grievance at Step 1, the Steward shall submit the grievance to the Chief Administrative Officer, or his designate. The Chief Administrative Officer shall call a meeting within seven (7) working days of receipt of the grievance. The Union's representative may be in attendance at this meeting. If the grievance is not settled at this meeting, it may be referred to arbitration as hereinafter provided, within seven (7) working days of the said meeting.

- 9.03 A Union policy grievance which is defined as an alleged violation of this Agreement, concerning all or a majority of the Employees in the Bargaining Unit in regard to which an individual Employee could not grieve, may be lodged by the Steward in writing with the Chief Administrative Officer, or his designate at Step 2 of the Grievance Procedure at any time within seven (7) working days after the circumstances giving rise to such a grievance occur or originate, and to arbitration in the same manner and to the same extent as the grievance affecting an individual Employee or Employees could themselves institute the grievance in the regular grievance procedure.
- 9.04 A policy grievance of the Employer shall be in writing and may be initiated by the Chief Administrative Officer, or his designate by delivering the grievance to the Union within seven (7) working days. If any such grievance is not settled within fifteen (15) working days of the date of such delivery, the Employer may refer the grievance to arbitration under Article 10.
- 9.05 The time limits fixed in both the grievance and arbitration procedure may be extended by mutual consent of the parties. Any compliant or grievance which is not lodged within the time specified in this Agreement or which is not processed through to arbitration within the time specified herein shall be deemed to have been withdrawn or settled.
- 9.06 In no event shall the Employer be required to consider any grievance which, in respect of the incident giving rise to the grievance, has

previously been settled on its merits under the grievance or arbitration procedure.

- 9.07 No grievance may be submitted concerning the termination of employment, lay-off, recall from lay-off, or disciplining of a probationary Employee.

ARTICLE 10 – DISCHARGE AND SUSPENSION CASES

- 10.01 An Employee who is discharged shall be given a reasonable opportunity to meet with his Steward before leaving the workplace.
- 10.02 An Employee who is discharged or suspended may file a grievance at Step 2 of the Grievance Procedure within seven (7) working days after such discharge or suspension.
- 10.03 Where a grievance which is filed under Article 5.02 is not settled and duly comes before an Arbitrator, the Arbitrator may make a ruling:
- (a) confirming the Employer's action;
 - (b) reinstating the Employee with compensation for regular time lost (except for the amount of any remuneration or compensation the employee has received from any other source pending the disposition of his case); or
 - (c) disposing of the grievance in any other manner which may be just and equitable.
- 10.04 With reasonable notice to the Employer, an Employee shall have the right to have access to, and supervised review of, his/her personnel record. The Town shall provide, upon a request from the Employee, a certified copy of any material contained in his/her record. An employee shall be allowed to append any relevant training/education records to their file.

ARTICLE 11 – ARBITRATION

- 11.01 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any questions as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either party may after exhausting any Grievance Procedure established by this Agreement, notify the other in writing of its desire to submit the difference or allegation to arbitration. The notice shall be delivered to the other within seven (7) working days of the reply under Step 2 of the Grievance Procedure. If no written request for an arbitrator is received within the time limit specified above, the grievance in question shall be deemed to have been settled or withdrawn and not eligible for arbitration.
- 11.02 An Arbitrator, appointed by the Ministry of Labour upon the request of either party, shall hear and determine the difference or allegation and shall issue a decision and the decision shall be final and binding upon the parties and upon any Employee affected by it.
- 11.03 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 11.04 Each of the parties hereto will jointly bear the expenses of the arbitrator appointed by the Province.
- 11.05 The Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement.

ARTICLE 12 – SENIORITY

- 12.01 Seniority is the principle of granting preference to Employees in accordance with the length of continuous service with the Employer.
- 12.02 New Employees shall serve a probationary period of six (6) months before acquiring seniority rights which shall then date back to their respective date of starting to work with the Employer.
- 12.03 When an Employee is to be laid-off or recalled from layoff the Employee with the greatest seniority will be the last to be laid off and conversely the first to be recalled from layoff. For the purposes of this Article, a layoff means a reduction in the regular daily or weekly regular scheduled hours of an employee and/or an elimination of a position.

- 12.04 Seniority lists will be supplied to the Union and posted on the bulletin board on January 1st and July 1st of each year of this Agreement.
- 12.05 Seniority once established for an Employee, shall be forfeited under the following conditions, and he/she shall cease to be employed by the Employer:
- (a) if he voluntarily quits;
 - (b) if he is discharged for any cause and not reinstated through the grievance procedure;
 - (c) if he fails to report for duty after a lay-off or leave of absence in accordance with the provisions of this Agreement; if twelve (12) months have elapsed from the day of layoff of an Employee;
 - (d) if he/she fails to report for duty for one (1) working day after a lay-off or leave of absence in accordance with the provisions of this Agreement without reasonable justification;
 - (f) if he is absent due to illness or injury for a period in excess of twenty-four (24) months given that the Employer's duty to accommodate requirements have been met.
- 12.06 Those promoted to supervisory positions or those positions not covered by this Agreement will retain their Bargaining Unit seniority after promotion, and if transferred back into the Bargaining Unit, the time served in the supervisory position shall not be included in their seniority standing.
- 12.07 The Employer will consider the requirements and efficiency of operations, the knowledge, training, physical fitness, experience, skill and ability of the individual to perform the normal required work in determining which Employee is to be promoted or transferred to higher paid jobs or better jobs with equal pay within the Bargaining Unit and where these are, in the opinion of the Employer, equal, the Employee with the greatest seniority will receive the promotion or transfer. For the purposes of this Article, transfers or promotions do not include temporary transfers or promotions.
- 12.09 Seniority shall have no application except as herein specifically provided.

ARTICLE 13 – BULLETIN BOARDS

13.01 The Unions shall have the use of a bulletin board in the Employer's premises for the purpose of posting notices relating the Union's business. Such notices must be initiated by a Union officer and approved by the Employer prior to their being posted.

ARTICLE 14 – SAFETY AND HEALTH

14.01 The Employer shall continue to make reasonable provisions for the safety and health of its Employees during the hours of their employment. It is agreed that both the Employer and the Union shall co-operate to the fullest extent possible in the prevention of accidents and in the reasonable promotion of safety and health of all Employees.

14.02 The Employer shall contribute the sum of up to two hundred and fifty dollars (\$250.00) to each Employee who has completed his probationary period, as a safety boot allowance upon production by the Employee of evidence satisfactory to the Employer, that safety boots have been purchased. It shall be a requirement that Employees wear CSA approved safety footwear while on the work site. The Employer shall provide lined rubber boots to those employees that require such for their work.

14.03 The Employer shall supply a quality rain suit for the use of each Employee, to remain the property of the Employer.

14.04 The Employer will furnish to each Employee a maximum of three (3) sets of coveralls (safety, lined or bib), that are, in the opinion of the Employer, required to replace those previously issued.

In addition, the Employer will furnish to each Employee, one (1) winter coat and one (1) spring jacket every two (2) years or when, in the opinion of the Employer, one is required to replace the one previously issued.

Coveralls and coats are to remain the property of the Corporation and are to be worn only while at work or when going to or returning home. Laundering of the coveralls and coats shall be the responsibility of the Employee.

Coveralls and coats shall be of a type and design chosen by the Employer who shall have the right to identify them to indicate that the Employee is employed by the Public Works Department of the Town of Smiths Falls.

14.05 The Employer will provide a locker for each Employee.

14.06 The Employer shall make available, for the use of the Employees, a washing machine and dryer on the site in order to wash soiled uniforms.

14.07 The Employer shall make available non-prescription sunglasses, sunscreen, and glove warmers for Employee's comfort and protection.

ARTICLE 15 – LEAVE OF ABSENCE

15.01 The Employer may grant a leave of absence of up to three (3) months without pay to Employees for personal reasons. The Employee may request a renewal of such leave of absence at the end of each three (3) month period. Leave of absence shall not be granted to an Employee for the purpose of working elsewhere.

15.02 At the discretion of the Director, special leave with pay may be granted:

- a) Only for periods of time, to be determined by the employee's Supervisor, required to attend medical and dental appointments when it is not possible for the employee to arrange such appointments outside their hours of work;

For military or civil defence training and emergencies affecting the community

ARTICLE 16 – BARGAINING UNIT WORK

16.01 Employees excluded from the Bargaining Unit shall not perform Bargaining Unit work where such work, in itself, would result in a lay-off of Bargaining Unit Employees or would result in the reduction of normal working hours for Bargaining Unit Employees.

ARTICLE 17 – CORRESPONDENCE

17.01 All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Chief Administrative Officer, or his designate and the Secretary of the Union.

ARTICLE 18 – MUTUALLY AGREED CHANGES

18.01 Any changes mutually agreed to in writing to this Collective Agreement shall form part of this Collective Agreement and are subject to the grievance and arbitration procedure.

ARTICLE 19 – HOURS OF WORK AND OVERTIME

19.01 The regular hours of work for all Employees shall consist of five (5) days from Monday to Friday, inclusive, for a total of forty (40) hours per week. The hours of work shall consist of 7:30 a.m. to 4:00 p.m. (½ hour lunch) or 3:00 p.m. to 11:30 p.m. (½ hour lunch) and 11:00 p.m. to 7:30 a.m. (½ hour lunch). Employees may be required to work alternate hours due to the nature of the work and emergency situations as determined by the Employer.

19.02 The Employer does not guarantee to provide work for an Employee for regularly scheduled hours or for any other hours.

19.03 Time and one-half (1½) shall be paid for hours worked after eight (8) per day and forty (40) hours per week.

19.04 Time and one-half (1½) shall be paid for hours worked on a continuous basis during night snow removal operations from beginning of overtime shift until Employee ceases work on the following day.

19.05 Overtime shall be distributed as equally as practicable among Employees normally performing the work in question, with the exception of the continuance of an existing shift.

19.06 An Employee who is called into work outside of his normal working hours shall be paid for a minimum of three (3) hours at the overtime rate.

19.07 An Employee who works more than four (4) consecutive hours overtime shall be entitled to a paid one half (½) hour rest period.

19.08 Instead of cash payment for overtime, an Employee may choose to receive time off at the overtime rate at a time selected with mutual consent. Supervisors shall respond in writing to requests for time off in lieu within two (2) weeks of receipt of the written request. Overtime shall be paid out the last pay in December

- 19.09 An Employee required to start a new shift within eight (8) hours of completing his shift on a weekday including overtime, shall be paid at the rate of time and one-half (1½) for all hours worked. Shift change on a weekend will require twelve (12) hours notice. If less than twelve (12) hours notice given, the Employee will receive time and one half (1 ½) for all hours worked.
- 19.10 The Employer will designate work days and days off for each Employee and will not change such designation without at least eight (8) hours notice to the Employee. If less than eight (8) hours notice is given to the Employee, then the applicable premium time shall apply for work done during the scheduled work days and/or days off.
- 19.11 An Employee shall receive a shift premium in the amount of five per cent (5%) of his normal hourly rate for all hours worked on the afternoon or night shift. This includes the entirety of any shift changed from the regular hours outlined in Article 18.01. The shift premium pay shall not apply work done during the scheduled work days and/or days off.
- 19.12 Where a new license or upgrade to a current license is required, the affected employees shall be given time during their regularly scheduled shift(s) to complete the training. There shall be no reduction in wages or salary for the hours spent training.
- 19.13 All overtime shall be distributed on a rotational basis, starting with the senior qualified employees.

ARTICLE 20 – PAID HOLIDAYS

- 20.01 The following shall be recognized as holidays to be paid for on the basis of eight (8) hours at an Employee's regular hourly rate of pay:

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

or days celebrated in lieu thereof, regardless of the day on which the holiday falls. In the event that any of the above mentioned holidays fall on a day which is not a regularly scheduled work day the Employee will either be paid for the holiday or granted an additional day off, as the Employer may elect.

20.02 An Employee will be paid for a holiday provided he:

- (a) works his last full scheduled shift before and his first full scheduled shift after such holiday and works on such holiday if he is scheduled to work, unless he is excused by the Employer; and
- (b) is on the active payroll of the Employer and not on a leave of absence, sick leave, Workers' Compensation or layoff.

20.03 If any of the above holidays fall or are observed during an Employee's vacation, he shall be entitled to an extra day's pay at his regular rate or to an extra day's vacation with pay, as the Employer may elect.

ARTICLE 21 – VACATIONS

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

For Employees who have completed

Less than one (1) full years' employment – vacation will be pro-rated based on number of months employed (0.83) working day of the month
More than one (1) full years' employment – two (2) weeks vacation
More than three (3) full years' employment – three (3) weeks vacation
More than eight (8) full years' employment – four (4) weeks vacation
More than fifteen (15) full years' employment – five (5) weeks vacation
More than twenty (20) full years' employment – six (6) weeks vacation

Vacation shall be distributed by two (2) week blocks by seniority and taken at a time mutually agreed to between the Employer and Employee.

21.02 An Employee may carry over to the following year annual vacation, upon approval by the Employer, providing banked vacation is taken by the end of April the following vacation year.

21.03 An Employee with more than six (6) months but less than one (1) year of employment shall be entitled to utilize one (1) week of annual vacation with pay.

ARTICLE 22 – JURY DUTY

- 22.01 An Employee who is selected for service as a juror will be compensated for loss of pay from his regularly scheduled shift due to such jury service. Such compensation will be based on his regular scheduled hours at his regular hourly rate less the fee received for his services as a juror. However, should the Employee present himself for selection as a juror and not be selected then he is required to return to the Employer's premises to complete his remaining normally scheduled work day.
- 22.02 In order for an Employee to qualify for payment under this Article, he must:
- (a) inform his Superintendent within twenty-four (24) hours of his selection for service as a juror;
 - (b) if released from service as a juror and four (4) hours or more remain in the Employee's regularly scheduled hours, he must return to the Employer's premises to complete his remaining normally scheduled work day; and
 - (c) provide a written statement to the Employer indicating the date of his service as a juror, the time so spent and the fee received for his service as a juror.

ARTICLE 23 – BEREAVEMENT LEAVE

- 23.01 The Employer shall pay an Employee up to four (4) days pay at the Employer's regular hourly rate of pay for all time lost in the event of the death of Employee's wife, husband, father, mother, brother, sister, son, daughter, mother-in-law, father-in-law, stepchild, grandparent or any relative permanently residing in the Employee's household or with whom the Employee permanently resides. In the event of the death of a brother-in-law or sister-in-law, the Employee shall be granted two (2) days with pay. Payment shall be made only to the extent of time lost while making arrangements for and/or attending the funeral. In addition, the Employee may be granted up to three (3) days' special leave for the purpose of travel. In order to qualify for the above, the Employee must have completed his probationary period.
- 23.02 Employees will not be paid for Saturdays or Sundays under this Article.

ARTICLE 24 – REST PERIODS

24.01 A rest period of fifteen (15) minutes shall be provided during the first half of each regularly scheduled shift and another fifteen (15) minutes shall be provided during the second half of each regularly scheduled shift.

ARTICLE 25 – REPORTING PAY

25.01 Unless Employees are notified not to report for work, Employees who report for work at their regular starting time and for whom no work is available shall receive not less than four (4) hours of any work that is available at the rate of pay applicable to the job provided, or if no work at all is available, shall receive four (4) hours pay at their regular straight time hourly rate.

ARTICLE 26 – BENEFITS

26.01 The Employer shall pay one hundred per cent (100%) of the premium cost of the existing Group Insurance Plan for all Employees who have completed three (3) months service. The Plan shall include life insurance benefits of two (2) times the Employee's annual wage including Accidental Death and Dismemberment, a dental plan, a major medical and drug plan with a \$5.00 co-payment and a vision care plan (including safety glasses) providing a maximum benefit of two hundred dollars (\$200.00) per individual every twenty-four (24) months. The Plan will include an amount of one two thousand five hundred dollars (\$1500.00) all paramedical benefits, for employees to use as they deem necessary. For the purpose of this Article annual wage shall be deemed to mean 2080 multiplied by the Employee's hourly rate, rounded to the next even one thousand dollars (\$1,000.00).

26.02 The benefits provided in Article 25.01 shall be as more particularly described in the relevant policies of insurance and plan documents. Any disputes concerning the entitlement to benefits or payment of benefits shall be adjusted directly between the Employee concerned and the insurer.

26.03 The Employer agrees to pay one hundred per cent (100%) of the cost of a Dental Policy covering dentures to a maximum of one thousand dollars (\$1,000.00) per year and Orthodontics to a maximum of one thousand dollars (\$1,000.00) lifetime.

26.04 Effective upon execution of this Agreement, benefit coverage for Employees shall be modified to implement the following:

- (a) Removal of semi-private hospital coverage;
- (b) Lowest priced equivalent generic drug product, according to the current Ontario Drug Benefit formulary, except when overridden by medical necessity. No limitation on drug products where there is no equivalent generic substitute.

ARTICLE 27 – SHORT-TERM/LONG-TERM DISABILITY PLAN

27.01 The Employer will provide a self-insured non-occupational Short-Term Disability Benefit Plan. Benefits as outlined below will commence on the first day of disability due to accident or sickness and will be payable for a period of up to seventeen (17) weeks. There is no Employee cost for this benefit.

<u>Length of service</u>	<u>100% of salary</u>	<u>75% of salary</u>
2 months but less than 6 months	0 week	17 weeks
6 months but less than 1 yr	1 week	16 weeks
1 yr but less than 2 yrs	2 weeks	15 weeks
2 yrs but less than 3 yrs	3 weeks	14 weeks
3 yrs but less than 4 yrs	4 weeks	13 weeks
4 yrs but less than 5 yrs	5 weeks	12 weeks
5 yrs but less than 6 yrs	7 weeks	10 weeks
6 yrs but less than 7 yrs	9 weeks	8 weeks
7 yrs but less than 8 yrs	11 weeks	6 weeks
8 years but less than 9 yrs	13 weeks	4 weeks
Over 9 years	17 weeks	0 weeks

The Employee's allotment of one hundred per cent (100%) weeks is based on a calendar year, and as such, is automatically revised on January 1st of each year provided the Employee is working on that day. Employees disabled and collecting short-term or long-term disability benefits on the first working day of January would not be entitled to their new allotment of one hundred per cent (100%) weeks until they have returned to work and are able to perform the material and substantial duties of their regular occupation.

The Short-Term Disability Benefit is limited to a maximum of seventeen (17) weeks with one hundred per cent (100%) and/or seventy-five per cent (75%) of the Employees salary paid in accordance with the above schedule.

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

(a) Proof of Illness

Any absence of more than three (3) consecutive working days or for one (1) working day prior to or following a paid holiday or schedule vacation day, which is to be charged as sick leave, must be supported by a certificate from a duly recognized medical practitioner, stating the probable duration of the illness, specific restrictions to return to work, if applicable and dates of his/her attendance upon the employee in connection with such illness. Failure to provide the required certificate within three (3) working days of returning to work will result in the uncertified days of absence, being charged as leave without pay.

(b) Uncertified Absence

More than six (6) days of uncertified absence within the calendar year shall be charged as sick leave without pay.

(c) Progress Report re: Illness

In any case of prolonged illness, the Employee shall submit such periodic reports on his/her condition as the Town may require.

(d) The Town, upon suspecting abuse may, at its discretion have the right to have an Employee examined by another doctor.

(e) Employees required by the Employer to provide a medical certificate under Article 26 shall be reimbursed by the Employer for any cost associated with providing the certificate up to a maximum of forty dollars (\$40.00) per occasion.

27.02 In conjunction with the Short-Term Disability Benefit, the Town has implemented a twenty-four (24) month insured Long-Term Disability Benefit. A benefit level of seventy-five per cent (75%) of monthly earnings to a non-medical maximum of three thousand dollars (\$3,000.00) is payable to age sixty-five (65). Benefits would commence after waiting period of seventeen (17) weeks, (when Short-Term Disability Benefits terminate). The Long-Term Disability Benefit contains a twenty-four (24) month own occupation definition of a disability and is integrated with C.P.P. benefits on a primary basis. If the disability is work related, benefits are integrated with any Worker's Compensation Benefits. This

benefit has no pre-existing conditions. One hundred per cent (100%) of the initial annual required premium is paid by the Employer.

- 27.03 An Employee prevented from performing his/her regular work with the Employer on account of an occupational accident that is covered by the *Workplace Safety and Insurance Act*, 1997 shall continue to receive from the Employer his/her wages at a rate equivalent to the net amount paid by the Workplace Safety and Insurance Board (WSIB). All subsequent payments from the Workplace Safety and Insurance Board shall be directed to the Employer once received.

ARTICLE 28 – RETIREMENT

- 28.01 Each Employee in the Bargaining Unit shall, as a condition of employment, join the Ontario Municipal Employees' Retirement System (OMERS) Plan.
- 28.02 The Employer agrees to pay one hundred per cent (100%) of the premium cost of a drug and dental plan for each Employee from the date of the Employee's retirement or until the Employee reaches sixty-five (65) years of age. This retiree coverage is provided to the extent that the Employee is in receipt of a non-actuarially reduced pension and has a minimum of twenty (20) years service with the Employer. Should the Employer agree to extend the retiree coverage, and/or the Employer's payment of the premium for such extended coverage to any other Employees in the employ of the Employer, this benefit will automatically be extended to the CUPE workers.

ARTICLE 29 – STAND-BY PAY

- 29.01 Employees assigned to stand-by duty on Saturdays, Sundays and paid Holidays shall receive the amounts set out herein.

Amount of sixty-five dollars (\$65.00) per day

- 29.02 Employees assigned to stand-by duty on a weekday evening (Monday, Tuesday, Wednesday, Thursday and/or Friday) shall receive the amounts set out herein:

Amount of thirty-two dollars (\$32.00) per day

ARTICLE 30– CLASSIFICATION

30.01 Employees shall be classified and perform the general duties as specified below.

Equipment Operator 1 (light):

Labouring duties including the operation of basic equipment, including but not limited to: light trucks, mowers, compressors, chainsaws, hand tools etc. In addition, the Operator 1 shall also operate trucks (DZ Class), single blade plowing equipment, sidewalk plow, roller, tractor with mower and tractor-backhoe (for non-excavation use only).

Equipment Operator 2 (heavy):

All duties expected of an operator 1 plus operation of grader, loader/snow blower, tractor backhoe, street sweeper, truck plow with wing etc.

Employees may, at the discretion of the Employer, be temporarily assigned to work in a higher classification for training purposes. During such periods Employees shall retain their designated classification. For these purposes temporarily shall be defined as up to four (4) months, a maximum of two (2) of which can be dedicated to Winter Operations.

For any amount of time beyond the three (3) months of training, or for any other instance (apart from training) when an employee is assigned to a higher paid classification, the Employee shall receive the payment for the classification being performed.

30.02 Probationary Employees shall be paid at fifteen per cent (15%) less than the current rate for a classification. Lead Hands, which may be appointed at the discretion of the Employer, shall receive ten per cent (10%) more than the current rate for a classification.

30.03 Reclassification criteria are established as follows:

Equipment Operator 1 (Light) to Equipment Operator 2 (Heavy)

- 1) Ability to effectively operate Departmental Heavy Equipment including a minimum of three (3) of the following: grader, loader/snow blower, tractor backhoe, street sweeper, truck plow with wing as determined by the Employer;
- 2) A minimum of three (3) years service with the Department;

- 3) Satisfactory performance as an Equipment Operator 1 as determined by the Employer through regular Employee Performance Evaluations;
- 4) Proper licensing for all equipment including a D-Z license.

30.04 As vacancies occur the Employer will encourage promotion from within provided all reclassification criteria are met. The Employer retains the right to establish appropriate staffing levels in each Classification.

30.05 New Classifications

If a new job is established, or if there are changes to an existing job classification, the Employer will set a rate for the job and immediately notify the Union. If this rate is acceptable to the Union it becomes the rate for the job. If the rate is not acceptable to the Union, the Union will advise the Employer, and negotiations will then take place between the parties in an effort to establish a rate which is mutually satisfactory. If these negotiations fail to produce a satisfactory rate, the Union shall have the right to the grievance and arbitration procedure.

30.06 The Employer agrees to maintain a list of Employees interested in on the job training for higher classification. The training will be offered and completed in order of Seniority of interested Employees, beginning with the most Senior.

ARTICLE 31 – LAY OFFS AND RECALLS

31.01 Definition of Layoff

A layoff shall be defined as either a temporary or a permanent reduction in the work force, an elimination of a position, or a reduction in the regular hours of work as defined in this agreement. A permanent layoff shall be defined as one which last longer than thirteen (13) weeks.

For the purposes of this Article, a layoff means a reduction in the regular daily or weekly regular scheduled hours of an employee and/or an elimination of a position.

31.02 Notice of Layoff to Employees

Unless legislation is more favourable to the employees, the Employer shall notify employees who are to be laid off eight (8) 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.

31.03 Notice of Layoff to Union

In the event of a layoff, the Employer shall, prior to issuing notices of layoffs:

- (a) Provide to the Union, through the Labour Management Committee, notification of the layoffs or staff reduction.
- (b) Relay to the Union the reasons for the layoffs.
- (c) Discuss the implementation of the layoffs, including the areas affected, the employees affected, and the duration.

31.04 Rights of Employees Receiving Notice of Layoff

An employee who is laid off shall have the right to either:

- (a) accept the layoff and work the notice period; or
- (b) displace an employee who has lesser bargaining unit seniority and whose job is in the same or a lower job class provided that the employee is able to perform the normal requirements of the job and possesses the necessary licensing and certifications to perform the work. Any employee so displaced shall be deemed to have been laid off, and shall thereupon be entitled to all rights and privileges as set out in this Article.

31.05 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, employee shall be laid off in the reverse order of their bargaining unit-wide seniority.

31.06 Recall Procedure

An employee who is laid off, or displaced as a result of a layoff, shall have the right of recall to the job held prior to the layoff or displacement, in the event that such job becomes vacant within twelve (12) months of the later of the expiry of the notice period or the date of the notice of displacement respectfully.

When recalling an Employee after a layoff, he/she shall be notified by registered mail and allowed five (5) working days to report for work. An Employee to whom a registered letter is sent in accordance with the Article must contact the Chief Administrative Officer, or his/her designate within twenty-four (24) hours of receipt of the notice to return to work if he/she wishes the Employer to hold the job open for the full five (5) day period. It shall be the Employee's responsibility to keep the Employer notified as to change of addresses and their telephone numbers so that they will be up-to-date at all times.

31.07 Employee Recalled to Different Classification

An employee recalled to work in a different classification from which they were laid off shall have the privilege of returning to their position they held prior to the lay-off should it become vacant within six (6) months of being recalled.

31.08 No New Employees

No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.

31.09 Grievance on Layoff and Recalls

Grievances concerning layoffs and recalls shall be initiated at Step 2 of the Grievance Procedure, unless the matter impacts a single employee.

ARTICLE 32 – DURATION

32.01 This Agreement shall be for a four (4) year term, retroactive to May 1, 2020 that expires on the 30th day of April 2024 and shall continue from year to year thereafter, unless either party not less than thirty (30) days nor more than ninety (90) days prior to the expiration date hereof of that party's intention to terminate this Agreement or to negotiate revisions thereto.

ARTICLE 33 – GENERAL

33.01 Employees who are required to obtain and maintain a class of driver’s license other than class “G” shall be provided with the appropriate equipment and time off with pay to obtain such license.
The Employer shall provide a familiarization period with the above noted equipment.

33.02 All Employees shall be required to maintain a valid driver’s license. Employees who lose their driver’s license for any period of time may be assigned to duties not requiring a valid driver’s license. If insufficient work is available or re-scheduling of workload is not possible the Employee shall be subject to lay-off. The Employee may be returned to his former position when his license is reinstated with no loss in seniority following a lay-off period of up to six (6) months. An Employee who loses his license for a second time shall be subject to immediate dismissal.

33.03 The Employer shall pay the additional cost associated with the D-Z license for an Employee who, as a condition of employment, is required to be licensed.

33.04 Proper Accommodations

Proper accommodation shall be provided for employees to have their meals and store and change their clothes.

ARTICLE 34 – WAGES

34.01

CLASSIFICATION	May 1, 2020 2.00% Hourly Rate	May 1, 2021 1.50% Hourly Rate	May 1, 2022 1.75% Hourly Rate	May 1, 2023 1.75% Hourly Rate
Equipment Operator 1 (Light)	\$26.03	\$26.42	\$26.88	\$27.35
Equipment Operator 2 (Heavy)	\$27.86	\$28.27	\$28.77	\$29.27

34.02 The Employer shall pay an additional hourly pay of fifty cents (\$0.50) to each worker required by the Employer to hold a Waste Water Operator in Training Certificate or a Water Distribution Certificate; an additional hourly pay of fifty cents (\$0.50) to each worker required by the Employer to hold a Waste Water Level 1 Certificate, and an additional hourly pay of fifty cents (\$0.50) to each worker required by the Employer to hold a Waste Water Level 2 Certificate.

Signed this _____ day of _____, 2021 in the Town of Smith Falls.

FOR THE EMPLOYER

Shawn Pankow
Shawn Pankow (Jun 18, 2021 17:33 EDT)

M. Morris, CAO
M Morris, CAO (Jun 22, 2021 15:40 EDT)

Kerry Costello, Clerk
Kerry Costello, Clerk (Jun 21, 2021 11:22 EDT)

FOR THE UNION

Allan Gorman
Allan Gorman (Jun 19, 2021 15:14 EDT)

Jam Wilkinson
Jam Wilkinson (Jun 22, 2021 11:08 EDT)

Cidaliz Rbow

fg:cope-491

LETTER OF UNDERSTANDING # 1

BETWEEN

THE CORPORATION OF THE TOWN OF SMITHS FALLS (“Employer”)

AND

CUPE AND ITS LOCAL 1664 (“Union”)

RE: OVERTIME IN LIEU STATEMENTS

WHEREAS the Parties have had extensive discussion on process for showing the accumulation of overtime.

And WHEREAS the Employer is presently able to provide a detailed statement.

And WHEREAS the Parties are desirous of including a process for the duration of the Collective Agreement.

THEREFORE, the Parties agree to the following Letter of Understanding:

1. Employees may choose to receive time off at the overtime rate instead of cash payment, in accordance with Article 18.08.
2. The Employer shall provide a detailed monthly statement to employees who bank overtime.
3. This Letter of Understanding shall remain in effect until the expiry of the Collective Agreement on April 30, 2024, and may be renewed by mutual agreement.

SIGNED ON THIS _____ day of _____, 2021 (electronic signatures)

FOR THE EMPLOYER

Shawn Pankow

Shawn Pankow (Jun 18, 2021 17:33 EDT)

M Morris, CAO

M Morris, CAO (Jun 22, 2021 15:40 EDT)

FOR THE UNION

Allan Gorman

Allan Gorman (Jun 19, 2021 15:14 EDT)

Jamie Wilkinson

Jamie Wilkinson (Jun 22, 2021 11:08 EDT)

Kerry Costello, Clerk
Kerry Costello, Clerk (Jun 21, 2021 11:22 EDT)

Cidalia Rben

fg:cope-491

LETTER OF UNDERSTANDING #2

BETWEEN

THE CORPORATION OF THE TOWN OF SMITHS FALLS (“Employer”)

AND

CUPE AND ITS LOCAL 1664 (“Union”)

RE: OVERTIME CALL OUT PROCESS

WHEREAS the Parties have had extensive discussion on process for Overtime call outs.

And WHEREAS an Overtime call out process was type trialed during the winter season 2020/2021.

And WHEREAS the Parties are desirous of including a process in the Collective Agreement.

THEREFORE, the Parties agree to the following Letter of Understanding:


1. The principle of Article 18.13 will apply: All overtime shall be distributed on a rotational basis; however, for the purposes of this Letter, the Employer need not start with the senior qualified employee.
2. All employees are eligible to be called out for Overtime. The overtime list for the purposes of this Letter is separate and apart from the list of employees on call out duty in the Collective Agreement. For clarity, an employee who works overtime on the call out duty list per Article 18.06 (need to check this article) is still eligible to work overtime in accordance with this Letter.
3. Each calendar month will be considered one (1) overtime period.
4. The Employer will ensure that all employees will be offered overtime on a rotational and equal basis in each quarterly period such that all employees will have an equal amount of overtime opportunities at the end of each quarter.
5. The following acronyms will be utilized to explain an employee’s status on the Overtime call out list:


Available Accepted (A)
Available Declined (D)
Not Available (NA) (this shall include the following: vacation and sick leave. Employees shall be permitted fifteen (15) minutes to return the Employer's phone message after which time, the employee shall have no right to the overtime call and shall be marked as NA)

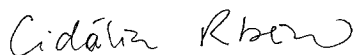
6. An employee on sick leave will not be called out for overtime until they have returned to work for their regular scheduled workday.
7. An employee on vacation will not be called out for overtime unless no other employees are available. In the context of this document only, vacation will start on **Friday** midnight and will finish at start of the next shift following their vacation.
8. When requested by Local 1664 Executive, the Employer will share a copy of the OT list and will work collaboratively with the Union to address any inconsistencies with respect to this Letter.
9. This Letter of Understanding shall remain in effect until the expiry of the Collective Agreement on April 30, 2024 and may be renewed by mutual agreement.

SIGNED ON THIS _____ day of _____, 2021 (electronic signatures)

FOR THE UNION



Allan Gorman (Jun 19, 2021 15:14 EDT)


Jamie Wilkinson (Jun 22, 2021 11:08 EDT)



FOR THE EMPLOYER


Shawn Pankow (Jun 18, 2021 17:33 EDT)


M Morris, CAO (Jun 22, 2021 15:40 EDT)


Kerry Costello, Clerk (Jun 21, 2021 11:22 EDT)
