



COLLECTIVE AGREEMENT

BETWEEN

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND IT'S LOCAL 2393.3**

AND

**THE CORPORATION OF THE TOWNSHIP OF
WARWICK**

AUGUST 1, 2021 – JULY 31, 2025

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THIS AGREEMENT made this ____ day of _____, 2021

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF WARWICK
(hereinafter called "The Employer")

OF THE FIRST PART

- AND -

CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 2393.3
(hereinafter called "The Union")

OF THE SECOND PART

ARTICLE 1 PURPOSE

- 1.01 The purpose of this Agreement is to provide orderly collective bargaining relations between the Employer and the Union.
- 1.02 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 part or parties hereto so required.

ARTICLE 2 MANAGEMENT RIGHTS

- 2.01 The Union recognizes the right of the Employer to hire, direct, schedule work, lay-off, promote, demote, classify, or transfer any worker, and the right to discipline, suspend or discharge, for just cause.
- 2.02 The Union further recognizes the right and duty of the Employer to operate and manage Parks & Recreation and Public Works in accordance with its obligations and to make and alter from time to time, rules and regulations to be observed by the workers, which rules and regulations shall not be inconsistent with the provisions of this Agreement.
- 2.03 The Township has the right to introduce and amend policies and procedures from time to time and such policies and procedures will be posted for seven (7) days prior to implementation.

ARTICLE 3 RECOGNITION AND NEGOTIATIONS

- 3.01 The Employer recognizes the Canadian Union of Public Employees and its' Local 2393.3 as the sole and exclusive bargaining agent of all employees of the Corporation of the Township of Warwick in the County of Lambton, save and except office and clerical employees, the CAO/Clerk, Treasurer/Deputy CAO, the Deputy Treasurer/Tax Collector, the Drainage Superintendent, the Parks and Recreation Manager, the Public Works Manager, the Finance Assistant, the Administrative Assistant(s), GIS/Asset Management Technologist, Crossing Guards, students employed for not more than twenty four (24) hours per week and students employed full-time during the school vacation period.
- 3.02 Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except the Parks & Recreational Manager, students employed for not more than twenty-four (24) hours per week and students employed full-time during the school vacation period, or in cases where employees refuse to do the work required and mechanical work.
- 3.03 No employee covered by this Agreement shall be required or permitted to make a written or verbal agreement with the Employer or his/her representative which may conflict with the terms of this Collective Agreement.

ARTICLE 4 NO DISCRIMINATION

- 4.01 The Parties hereto agree to abide by the provisions of the *Ontario Human Rights Code*, and the *Ontario Labour Relations Act*.

ARTICLE 5 UNION MEMBERSHIP REQUIREMENTS

- 5.01 Upon signing this Agreement, all employees of the Employer, shall, as a condition of employment, become and remain members in good standing of the Union, according to the constitution, and by-laws of the Union. As a condition of employment, all new employees shall become and remain members in good standing of the Union.

ARTICLE 6 CHECK-OFF OF UNION DUES

- 6.01 The Employer shall deduct from every employee any regular dues levied by the Union on its members.

- 6.02 Deductions shall be made from the last payroll of each month and shall be forwarded to the Secretary-Treasurer of the Union not later than the 10th day of the following month, accompanied by a list of the names of employees from whose wages the deductions have been made.
- 6.03 At the same time that Income Tax (T-4) slips are made available, the Employer shall type on the amount of Union dues paid by each Union member in the previous year.

ARTICLE 7 CORRESPONDENCE

- 7.01 All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the CAO/Clerk and the Unit Chairman of the Union. A copy of any correspondence between the Employer, or his/her designate and any employee in the bargaining unit, pertaining to the interpretation, administration or application of any part of this Agreement shall be forwarded to the Unit Chairman of the Union and the National Representative.

ARTICLE 8 LABOUR-MANAGEMENT BARGAINING RELATIONS

- 8.01 The Union shall supply the Employer with a list of Union officers, and a list of members of its negotiating and grievance committee. The Employer shall supply the Union with a list of its negotiating committee, a list of its grievance committee or of such other officials as are authorized to deal with grievances and to represent the Employer in the negotiating or administration of this Agreement. This list shall include the name and title of any supervisors representing management in the administration of this Agreement.

- 8.02 The Union shall have the right to elect or otherwise select committee members to the following:

- (i) Stewards – 2
- (ii) Negotiations – 2
- (iii) Labour/Management – 2
- (iv) Health and Safety – 3 (up to)

- The Union shall notify the Employer in Writing who is holding what position.
- 8.03 The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when processing grievances or negotiating with the Employer. With the

Employer's permission such representative(s) may have access to the Employer's premises in order to investigate and assist in the settlement of a grievance.

- 8.04 Any representative of the Union or negotiating committee, who are in the employ of the Employer shall have the right to attend meetings mutually agreed upon between the Employer and Union held during working hours without loss of remuneration.
- 8.05 Subject to the effective scheduling and staffing by the employer and submission in writing of the request, one member of the Union Executive shall be permitted to discharge the duties of the Union Executive under terms of the Constitution and By-laws of the Local when dealing with management of sub-units of this local, with pay. However, the Union shall reimburse the Employer for all pay, (regular wages, pension contributions – both employer and employee, and the full costs of the premiums for group benefits based on the current yearly costs) during the period of absence. The employee shall obtain supervisory permission prior to leaving the workplace.

ARTICLE 9 RESOLUTIONS AND REPORTS OF THE EMPLOYER

- 9.01 Prior to the employer implementing changes which may affect the members of the Bargaining Unit dealing with conditions of employment the Employer shall communicate the changes to the Unit Chairman of the Union in time to afford the Union a reasonable opportunity to consider them and, if deemed necessary, consulting with the Union.
- 9.02 Copies of all motions, resolutions and by-laws or rules and regulations adopted by the Employer dealing with conditions of employment and which affect the members of this Union are to be forwarded to the Unit Chairman of the Union.

ARTICLE 10 GRIEVANCE PROCEDURE

- 10.01 For the purpose of this Agreement, a grievance is defined as a difference arising between the Parties relating to the interpretation, administration, or alleged violation of the Collective Agreement, including any question as to whether a matter is arbitrable.
A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the Collective Agreement.

10.02 In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the grievance committee. The Steward (who shall be appointed by the grievance committee) may assist any employee which the Steward represents in preparing the presentation of his grievance in accordance with the grievance procedure.

The Union shall notify the Employer in writing of the name of the Steward, before the Employer shall be required to recognise him.

10.03 The Employer agrees that the Steward shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while investigating disputes and presenting adjustments as provided in this article. However, the Steward shall not absent himself from his work without the permission of his supervisor.

10.04 It is the mutual desire of the parties hereto that complaints of employees and Employers shall be adjusted fairly and promptly. It is understood that an employee has no grievance until he has first given the Public Works Manager and/or the Parks and Recreation Manager an opportunity of adjusting the complaint. Failing a satisfactory settlement, it may then be taken up as a grievance and dealt with in the following manner:

If an employee has a grievance he shall make his submission in writing under Step #1 within five (5) working days after the circumstances giving rise to the complaint has originated or occurred.

Step #1

The employee along with the steward shall submit the alleged grievance to the Public Works Manager or the Parks and Recreation Manager, in writing signed by the Steward containing the particulars of his complaint and the redress sought. The Public Works Manager or the Parks and Recreation Manager shall render his decision within five (5) working days after receipt of the grievance.

Step #2

Failing a satisfactory settlement being rendered in Step #1, the aggrieved employee shall within five (5) working days of the decision in Step #1, submit the grievance to the CAO/Clerk, Grievance Committee or its designated representatives. A meeting will be held between Employer Representatives, the Steward, the National Representative and if necessary, the grievor within five (5) working days or such longer period as necessary to accommodate the parties and a decision will be rendered in writing within five (5) working days of the meeting.

Step #3

Failing a satisfactory settlement under the foregoing procedure the matter may be referred to Arbitration, within ten (10) working days, of the decision rendered in Step #2.

- 10.05 Any complaint or grievance arising directly between the Employer and the Union shall be originated under Step #2 within five (5) working days after the circumstances giving rise to the complaint or grievance have originated or occurred. However, it is expressly understood that the provisions of this paragraph may not be used to institute a complaint or grievance directly affecting an employee or employees which such employee or employees could themselves institute and the regular grievance procedure shall not be thereby by-passed.
- 10.06 Replies to grievances shall be in writing at all stages.
- 10.07 The Employer shall supply the necessary facilities for the grievance meetings.
- 10.08 Time limits in both the grievance and arbitration procedures may be extended by mutual agreement of the parties in writing.
- 10.09 Prior to proceeding to arbitration, the parties may mutually agree to utilize the services of a grievance mediator. Any costs shall be shared equally between the parties.
- 10.10 **Policy Grievance**
A grievance arising directly between the Employer and the Union concerning the interpretation, application, or alleged violation of the Agreement must be originated under Step 2 within five (5) working days of the event giving rise to the grievance. Failing settlement under Step 2 within 10 working days, it may be submitted to arbitration in accordance with Article 11. However, it is expressly understood, that the provisions of this paragraph may not be used by the Union to institute a complaint or grievance directly affecting an Employee which such Employee could himself institute and the regular grievance procedure shall not be thereby by-passed, except only where it is established by the Union that the interest of the Bargaining Unit as a whole is involved and may be affected by the resolution of the issue resulting from the grievance.
- 10.11 **Group Grievance**
Where two (2) or more Employees have grievances of a similar nature and each Employee would be entitled to grieve separately, all such Employees shall sign the grievance form and submit the grievance at Step 2 within five (5) working days of the event giving rise to the grievances. The

grievances shall be processed as one grievance subject to all applicable provisions under the Grievance procedure.

ARTICLE 11 ARBITRATION

- 11.01 Both Parties to this Agreement agree that no grievance shall be submitted to arbitration unless it is a proper subject matter of a grievance as defined in Article 10, Grievance Procedure, and has been properly carried through all the requisite steps of the Grievance Procedure outlined in Article 10, and has not been settled or abandoned.
- 11.02 A properly constituted grievance conforming with paragraph 11.01 may be referred to a Board of Arbitration composed of one person appointed by the Employer, one person appointed by the Union, and a third person to act as Chairman chosen by the other two members of the Board.
- 11.03 Such referral shall be made in writing within twenty (20) working day time limit but not thereafter, may be made by either party. The letter shall contain the name of the requesting party's appointee to a Board of Arbitration. The recipient of the notice shall within ten (10) days inform the other party of the name of its appointee to the Board of Arbitration. The two appointees shall within twenty (20) days appoint a third person who shall be Chairperson
- 11.04 Should the appointees fail to agree on a Chairperson, the Ministry of Labour of the Province of Ontario shall be asked to nominate a person to act as Chairperson in accordance with the provisions of the *Ontario Labour Relations Act*.
- 11.05 Where both parties agree, a single Arbitrator with the same limitations and powers of a Board of Arbitration may be substituted for a Board of Arbitration. In such cases the parties shall endeavour to agree on the selection of an Arbitrator. In the event the parties are unable to agree, the Ministry of Labour of the Province of Ontario shall be asked to nominate a person to act as a single Arbitrator in accordance with the provisions of the *Ontario Labour Relations Act*.
- 11.06 No person may be appointed as an arbitrator who has been involved in any attempt to negotiate or settle the grievance.
- 11.07 The decision of the Board of Arbitration, including any decision as to whether the matter is arbitrable, shall be final and binding upon the parties and upon any employee affected by it. The majority decision shall be accepted as the decision of the Board, and in the absence of a majority

decision, the decision of the Chairperson shall be accepted as the decision of the Board.

- 11.08 The Board of Arbitration shall not have the power to change this Agreement, nor to alter, modify or amend any of its provisions or make any decision contrary to the provisions of this Agreement.
- 11.09 Each of the parties hereto will bear the fee and expense of the nominee appointed by it and the parties will equally share the fees and expenses of the Chairperson of the Board of Arbitration.
- 11.10 Time limits fixed in this Article may be extended by mutual agreement in writing between the Employer and the Union.

ARTICLE 12 DISCHARGE, SUSPENSION AND DISCIPLINE

- 12.01 Wherever the Township deems it necessary to discipline an employee, the following will apply:
- (a) The employee shall have the right to be accompanied by his union representative
 - (b) In case of written discipline, a copy of the letter shall be provided to the Unit Chairman of the Union and a copy to the employee involved within ten (10) days.
 - (c) In cases of suspension and/or discharge, a copy of the letter of reprimand will be provided to the Unit Chairman of the Union within two working days.
 - (d) Violation of Township policies and procedures.
- 12.02 An employee who has completed probation may be dismissed, but only for just cause. Prior to imposing the discipline or discharge an employee shall be given the reason in the presence of his steward.
- 12.03 An employee considered by the Union to be wrongfully or unjustly disciplined, discharged or suspended shall be entitled to a hearing under Article 11, Grievance Procedure. Step #1 of the Grievance Procedure shall be omitted in such cases.
- 12.04 The record of an employee shall not be used against him at any time after twelve (12) months following a suspension or disciplinary action, including letters of reprimand unless the employee is again disciplined during that period.

- 12.05 The Employer shall be able to terminate an employee during the probationary period for any reason provided the Employer has not acted arbitrarily, discriminatory or in bad faith. The grievance/arbitration procedure shall not be available to probationary employees unless the Employer has acted arbitrarily, discriminatory or in bad faith.

ARTICLE 13 SENIORITY

- 13.01 Seniority shall be used in determining preference or priority for promotion, transfer, demotion, lay-off, permanent reduction of the work force and recall, as set out in other provisions of this Agreement.

Full time employees who have completed probation of ninety (90) worked days shall accrue seniority from the original date of hire.

Part time employees who have completed probation of 520 hours shall accrue seniority from the original date of hire.

No employee shall accrue more than 2080 hours in a calendar year.

- 13.02 The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year.

- (i) A newly hired employee shall be on probation for the first three (3) months of his employment. Probationary employees may be terminated at the discretion of the Employer.
- (ii) On successful completion of the probationary period, a worker shall be placed on regular staff. Their name shall be placed on the appropriate seniority list and seniority shall date back to the last date of hire, and will be calculated on the basis of hours worked. Workers acquiring seniority of the same date shall be added to the seniority list in accordance with the date of their applications.

13.03 **Seniority List**

- (a) The employer shall maintain seniority lists for full time, part time and casual workers. For full time employees, the seniority list will indicate seniority by date of hire. For part time and casual employees, seniority will be expressed in terms of total hours worked.

- (b) For part time and casual workers, the accumulation of seniority shall be calculated on the basis of regular hours worked: 2080 hours of employment shall constitute one year's seniority.
- (c) In the event of full time employee transfer to part time status, his seniority will be maintained and accumulated on the basis of one year of full time service equaling 2080 paid hours in service with the Employer.
- (d) In the event a worker transfers from a part time or casual position to a full time position, the worker shall be credited with seniority proportionate to the number of part time hours worked, based on the conversion factors set out above.

13.04 An employee shall lose seniority and service and shall be deemed to have terminated if he:

- (a) voluntarily quits the employ of the Employer, unless in writing rescinds their resignation within forty-eight (48) hours;
- (b) is discharged for cause and the discharge is not reversed through the grievance or arbitration procedure;
- (c) is absent for two (2) consecutive working days without notifying their immediate supervisor;
- (d) retires;
- (e) utilizes a leave of absence for any other purpose than what it was intended for;
- (f) has been laid-off for a period longer than twelve (12) months;
- (g) fails to advise the employer within seven (7) calendar days of acceptance of a recall to work notice (delivered by registered mail to the worker's last known address) to a position they have selected, or to the job classification from which they were laid off. The onus is on the worker to inform the Employer of their current address and telephone number.
- (h) Part-time Employees who refuse to report to work without a valid reason will receive a warning letter after two consecutive refusals within a six (6) month period. The letter shall indicate that the employee may be disciplined and/or terminated.

13.05 No employee shall be transferred to a position outside the bargaining unit without his consent. If an employee is transferred to a township position

outside of the bargaining unit, he shall retain his seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority.

- 13.06 No employee shall be transferred to a position outside the bargaining unit without his consent. If an employee is transferred to a Township position outside of the bargaining unit, he shall retain his seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority. The employee will be allowed to remain outside of the bargaining unit for a maximum period of twelve (12) months before loss of seniority and the ability to return to the bargaining unit occurs. No bargaining unit member shall be displaced as a result of the employee returning to the bargaining unit.

ARTICLE 14 PROMOTIONS AND STAFF CHANGES

- 14.01 When a position becomes vacant inside the bargaining unit, the Employer shall immediately notify the Union in writing and post notice of the position on all bulletin boards for a minimum of one week, so that all members will know about the vacancy or new position.
- 14.02 Such notice shall contain the following information:
- (a) nature of position;
 - (b) qualifications;
 - (c) knowledge and education;
 - (d) skill required to do the job;
 - (e) shift and hours of work;
 - (f) wage or salary rate.
- 14.03 In making staff changes, transfers or promotions within the bargaining unit, the seniority and ability of the employee having the required qualifications in accordance with clause 15.02 shall be the governing factor. Preference will be given to the employee with the greatest seniority provided he has the qualifications and ability to do the job efficiently. The employer's decision shall be provided to the Union within five working days of the closing of the posting.
- 14.04 The successful employee shall be notified in writing within three (3) working days following the decision of the Employer and the decision shall be posted at each location.

ARTICLE 15 LAYOFF AND RECALL

- 15.01 In the event of a reduction in the work force for whatever reason, the following shall apply:
- (a) Unless legislation is more favourable to the employees, the Employer shall notify the employees who are to be laid off within ten (10) working days prior to the effective date of lay-off. If the Employee has not had the opportunity to work the days as provided in this article, he shall be paid for the day for which work was not made available.
 - (b) The Employee with the least seniority in a classification (Schedule A) in which a reduction is required shall be declared surplus.
 - (c) The Employee thus declared surplus may take the place of an employee in any position with the same or lower hourly rate of pay, provided the employee has greater seniority, the qualifications, ability, training and experience to perform the work of the less senior employee.
 - (d) An employee who declines to use their bumping rights shall be placed on a recall list for twelve (12) month period.
- 15.02 No new employee shall be hired until those laid off who are able and qualified to do the work, have been given an opportunity of recall. The Steward shall verify that the employee on lay-off has been notified.
- 15.03 Grievances concerning lay-offs and recalls shall be initiated at Step 2 of the grievance procedure.

Recall

Recall shall be in order of seniority. Recall shall be offered to the employee with the greatest seniority provided the employee has the qualification and ability to perform the work. Employees shall have the right to refuse the offer of employment should the position offered be less than the position in which they were laid off. Employees accepting recall of lesser employment shall have the right to move into a position similar to the laid off position should a vacancy occur within the twelve (12) month period after layoff.

ARTICLE 16 HOURS OF WORK

- 16.01 (a) The regular full time scheduled hours per week shall be forty (40) hours and the daily hours of work shall be eight (8) hours per day, Monday to Sunday inclusive, with one-half (1/2) hour lunch break.

- (b) Part time employees shall be defined as working less than an average of forty (40) hours per week Monday to Sunday inclusive.
- (c) Temporary employees shall be defined as employees working a maximum of 8 hours/day, 40 hours/week who are called in to replace an employee on sick leave, vacation leave, maternity leave or any time limited special project as required by the employer to a maximum of six (6) months or for the duration of the approved leave. Such employees will not be entitled to any rights or privileges of the collective agreement with the exception of Schedule 'A' wages and Articles 2, 3, 4, 5, 6, 10, 11 and 16, hours of work. Temporary employees are not entitled to overtime.

It is understood that at the conclusion of the temporary period the temporary employee shall be terminated without recourse.

16.02 Employees shall be permitted a rest period of fifteen (15) consecutive minutes in both the first half and the second half of a shift.

16.03 Employees shall be allowed five (5) minutes wash-up time before lunch periods and before quitting time.

16.04 **Part time Arena Hours, Ice In**

- (a) A monthly schedule will be created to support seasonal operations by the Employer on a month to month basis. Part time employees shall submit their availability to the Employer a minimum of one (1) month in advance of the schedule being posted. The Employer shall make every effort to accommodate provided availability, but is not required to do so. Employees will be required to work when scheduled or switch or decline shifts.

Those employees wishing to switch off shifts to decline shifts shall be allowed to do so with written permission from the employer, provided the shift can be filled without incurring overtime costs.

The Parties further agree that the switching or declining of shifts does not alter the master schedule just merely the number of days/hours that an employee actually works.

- (b) Any additional shift shall be offered by seniority in a fair and equitable manner where possible.

ARTICLE 17 OVERTIME

17.01 All employees who work in excess of forty (40) hours per week or eight (8) hours in a day or work on any paid holiday as set forth in Article 18.01 of this Agreement shall be considered overtime.

17.02 (a) Overtime work before and after the regular weekly hours shall be paid for at the rate of time and one-half the regular rate of pay for hours worked. Employees are required as part of their job requirements to work overtime in order to provide various levels of service to the businesses and residents of the Township.

The parties agree to the following:

1. If an employee works in excess of eight (8) hour in a day or forty (40) hours in a one (1) week period, he/she shall have the option to receive time off equivalent to one and one-half (1½) times the overtime so worked.
 2. The maximum overtime hours worked over forty (40) hours that may be banked for time off in lieu of payment shall be forty (40) hours or five (5) days which at time and one half (1½) will total sixty (60) hours of banked time to be taken off, and must be taken within the current calendar year.
- (b) Employees shall have the ability to request a pay out of their overtime bank at any point prior to December 15 of each year.
- (c) **Banking of Hours:**
1. All full-time employees overtime hours that are worked at the beginning of the period up to 40 hours will be automatically banked or subject to Article 17.03 in case of a paid holiday equivalent to double time the overtime worked starting with the first pay period of the new year.
 2. If an employee does not wish to accumulate any overtime hours they are to provide, in writing to the payroll officer a declaration to this effect prior to the first-time sheet being submitted for the period of the agreement.
 3. The payroll officer will keep separate records for each employee.
- (d) **Utilizing Banked Hours:**

4. Granting of banked hours will not be unreasonably denied, however, the Supervisor will determine staffing requirements by assessing current and potential workloads such as winter control prior to authorizing time off.
5. The employees shall provide a minimum reasonable notice of one (1) week for the Supervisor to assess the workload situation in order to grant the time requested.
6. Should there be a conflict in scheduling the requested time off between two or more employees, the request of the most senior employee shall be given first consideration.
7. All overtime banked as time in lieu of payment shall be claimed prior to December 31 of each calendar year or will be paid out at the employee hourly rate in effect at that time

(e) Other

1. The Supervisor has the ability to request an employee to return to work of the entire or part of a day granted off in the event of emergencies or staffing circumstances:
 - (i) The unused time can be taken at a later date and the time worked during regular hour when called in will be at the employee's normal rate.
 - (ii) In the event that sufficient fulltime employees are not available the Supervisor may call in part-time employees.

17.03 Authorized work performed on any paid holiday shall be paid for at the rate of double time of the regular rate of pay for hours worked, with, upon mutual agreement either an additional eight (8) hours pay at the employee's regular rate or an additional day of the employee's choice off with pay at the employee's regular rate.

17.04 (a) An employee who is called into work outside his regular working hours shall be paid a minimum of three (3) hours at overtime rates whenever there is a break between the employee's regularly scheduled hours and the work the employee is called in to do.

(b) If an employee reports for work at the scheduled time and there is no available work, the employee shall receive a minimum of four (4) hours pay.

- 17.05 The Employer shall allow a one-half hour meal break with pay after four (4) consecutive hours overtime work. An additional meal break with pay shall be allowed for each additional four (4) consecutive hours of overtime worked.
- 17.06 (a) Overtime shall be divided equally among employees who are qualified to perform the available work, except in cases of emergencies, subject to (b) and (c) below.
- (b) Overtime opportunities shall be offered to full time employees before being offered to other employees, provided the full-time employee is qualified and willing to accept the overtime assignment. Overtime shall be distributed equally amongst full time employees by seniority and shall be posted monthly.
- (c) Subject to part (b) above, other employees shall be offered overtime by seniority, provided said employees are qualified and willing to accept the overtime assignment. Overtime for other employees shall be distributed as equitably as possible, subject to the other provisions of Article 17.
- (d) The overtime opportunities in 17.06(b) and (c) shall be accomplished via rotation. A refused overtime will be counted as overtime worked.
- 17.07 In the event that scheduled overtime is required, the employer agrees to give at least twenty-four (24) hours notice when possible.
- 17.08 Employees who are required to carry the departmental emergency cell phone outside of a scheduled shift shall receive \$50.00 for a full day i.e. 24 hours e.g. 3:00 p.m. to 2:59 p.m. the next day and/or \$30.00 for a part day less than 24 hours and more than 8 hours eg. Between the hours of 3:00 p.m. to 7:00 a.m. the next day.
- Where the Lead is required to carry a Township cell phone, and shall receive \$15.00 per day and in the event they are required to carry the emergency cell phone, they shall receive \$50.00/day and \$30.00/part day instead of the \$15.00/day.
- Those employees covering for the foreperson/lead hand while he is on leave shall be compensated the above rate for the period that they are responsible to carry the cell phone.

ARTICLE 18 HOLIDAYS

18.01 The Employer recognizes the following as paid holidays:

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

and any other day proclaimed by the Federal, Provincial or Municipal Government.

18.02 When any of the above noted holidays fall on a Saturday or Sunday and is not declared or proclaimed as being observed on some other day, the following Monday (or Tuesday, where the preceding Monday is declared or proclaimed a holiday) shall be deemed to be the holiday for the purpose of this agreement.

18.03 In order to be entitled to payment for a holiday, an employee must:

- (a) be on active payroll of the Employer and not on leave of absence, sick leave, workers' compensation, suspension or lay-off, provided that a lay-off of less than five (5) days prior to the holiday shall not disqualify an employee for holiday pay.
- (b) have worked the last regularly scheduled shift prior to the holiday and worked the first regularly scheduled shift after the holiday, unless absent due to a reasonable cause.

ARTICLE 19 VACATIONS

19.01 An employee shall receive an annual vacation with pay in accordance with his years of employment. Year of service is calculated retroactively as of January 1 in year service commenced:

in the first year of employment	-4% of accumulated earnings
after the first year of employment	-two (2) weeks consisting of ten (10) working days
after the second to eight year of employment	-three (3) weeks consisting of fifteen (15) working days

after the eight to fifteenth year of employment	-four (4) weeks consisting of twenty (20) working days
after the fifteenth year of employment	-five (5) weeks consisting of twenty-five (25) working days
after the thirtieth year of employment	-six (6) weeks consisting of thirty (30) working days

- 19.02 If a paid holiday falls or is observed during an employee's vacation period, he shall be allowed an additional vacation day with pay at a time mutually agreed upon by the employee and Employer.
- 19.03 An employee terminating employment or retiring at any time in the vacation year, prior to using his vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation prior to termination.
- 19.04 When an employee dies, his estate shall be entitled to the value of the vacation credit owing him at the time of death.
- 19.05 Scheduling of vacations shall be subject to the needs of the Employer to staff appropriately. Vacation schedules shall be posted by January each year and shall not be changed without the mutual agreement of the affected employee and Employer. Vacations shall commence immediately following an employee's regular scheduled days off. Vacation requests shall not be unreasonably denied.
- 19.06 An employee shall receive an unbroken period of vacation unless mutually agreed upon between the employee and the Employer.
- 19.07 When an employee is hospitalised and qualified for sick leave, during their vacation, there shall be no reduction from vacation credits for such absence. In such instance the employee shall provide proof of illness. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date by mutual agreement between the employee and Employer.
- 19.08 A part time employee is paid 4% based on the total hours worked for each pay period.

ARTICLE 20 SICK LEAVE PROVISIONS

- 20.01 Each full time employee shall be provided with six (6) Personal/Sick days per year with no cash value and cannot be carried forward to a future year.
- 20.02 (a) No sick leave remuneration for any one sickness period of a longer duration than three (3) days shall be paid until a doctor's certificate confirming the disability is received by the Employer and that a doctor's certificate be required at monthly intervals for a sickness of longer duration.
- (b) The Employer may request that the employee be referred to a specialist for illnesses over four (4) weeks. Cost of the Specialist will be paid by the Employer.
- 20.03 Each full-time employee who has completed the probationary period shall go under the short term/long term disability program.

ARTICLE 21 LEAVES OF ABSENCE

- 21.01 **During Negotiations**
Representatives of the Union shall not suffer any loss of pay or benefits for the total time involved in negotiations with the Employer conducted during working hours only in the case where such negotiations are agreed to by the Employer or imposed upon the parties hereto by an outside body.
- 21.02 **Grievance and Arbitration**
Representatives of the Union shall not suffer any loss of pay or benefits for the total time involved in grievances and arbitration procedures conducted during working hours only in the case where such grievance meetings are agreed to by the Employer or in the case of arbitration, imposed upon the parties hereto by an outside body.
- 21.03 **Conferences, Educational, Conventions**
Upon request to the Employer, union representatives elected or appointed to represent the Union at a conference, convention or educational seminar shall be allowed leave of absence without pay and without loss of benefits to a maximum of five (5) days per calendar year for the local union. This leave shall be subject to the employer's ability to staff effectively.

- 21.04 (a) **Bereavement Leave**
An employee shall be granted a maximum of five (5) regularly scheduled consecutive work days leave, without loss of pay or benefits, in the case of death of a parent, wife, husband, common-law spouse, brother, sister, child, stepchild, mother-in-law, father-in-law, grandparent or grandchild.
- (b) An employee shall be granted up to three (3) days leave, without loss of pay or benefits in the case of the death of a brother-in-law, sister-in-law, grandparent-in-law, aunt, uncle, nephew, niece and in addition any relative in whose home he is living.
- (c) Where the interment or celebration of life takes place outside of the initial bereavement leave period, the employee may save the last day of the bereavement leave to attend. Provided the employee was scheduled to work, such day shall be paid.
- (d) The Employer may request supporting documentation for the requested leave at no cost to the Employer.

21.05 **Jury Duty**
An employee who is called for jury duty, or subpoenaed as a witness in an action in which the employee is not a party involved in the action, will receive for each day of necessary absence therefore the difference between pay last computed at the employee's regularly hourly rate and the amount of jury fee or witness fee received, provided that the employee furnishes the Employer with a certificate of services, signed by the Clerk of the Court, showing the amount of jury fee or witness fee received.

21.06 **Approved Personal Leave**
A full-time employee may be entitled to three (3) days leave of absence per year with pay and without loss of benefits for any reason the necessity for which, the Mayor or Administrator/Clerk is willing to certify, subject to the final approval of Council.

21.07 **Unpaid Leave of Absence**
Due to personal employee circumstances additional time off without pay may be required from time to time.

The parties are agreed that:

Time off without pay will be allowed subject to the following conditions:

- (i) All requests will be in writing with a copy to the Administrator/Clerk and no less than 14 days prior to first day off unless due to emergency or extenuating circumstances.

- (ii) All vacation entitlement will be utilized first prior to any requests.
 - (iii) Total non- paid days will not exceed twenty (20) per year.
 - (iv) In the event the Municipality encounters an emergency the employee may be required to be called back to work, after all other employee resources have been exhausted.
- (a) An employee may be granted a Leave of Absence without pay and without loss of seniority or benefits for a period of up to five (5) consecutive working days at the discretion of the employee's immediate supervisor.
 - (b) An employee may be granted a Leave of Absence without pay and without loss of seniority or benefits for a period of time in excess of five (5) consecutive working days at the discretion of the Administrator/Clerk.
 - (c) Granting such leaves will not be unreasonably denied, however the Supervisor and/or Council will assess existing and potential workload in order to determine every non- paid leave request and its potential impact of service delivery, which will be the overriding factor.

21.08 Pregnancy and Parental Leaves

The Employer will provide pregnancy and parental leaves in accordance with the *Employment Standards Act*, Province of Ontario.

ARTICLE 22 PAYMENT OF WAGES AND ALLOWANCES

- 22.01 (a) The Employer shall pay salaries and wages every two (2) weeks in accordance with Schedule "A" (with a two (2) week holdback) attached hereto and forming part of this Agreement. Each employee shall be provided with an itemized statement of his wages, overtime and other supplementary pay and deductions.
- (b) It is agreed that upon giving such notice as may be required by the Employer, each employee shall be entitled to receive on his last regular pay day prior to his annual vacation, any salary or wages which otherwise would be payable to him during such vacation.

ARTICLE 23 JOB CLASSIFICATIONS AND RECLASSIFICATIONS

- 23.01 Position descriptions for new positions or for positions requiring revisions shall be prepared by the employer. The process of reviewing revised or

now positions will be discussed and jointly agreed upon. Wage rates for new or revised positions shall be the subject of negotiations between the parties. Where agreement is not reached, the issue may be processed through the grievance procedure commencing at Step 2 and failing resolution may be referred to arbitration as specified in this collective agreement.

It is understood that the new salaries will be retroactive to the date an employee was transferred to the new job classification or assumed the revised responsibilities.

The Union may also request that a job classification be reviewed in the same manner described above if it is felt that the content of a job has changed. In such case the Union will set forth in writing the reason(s) for the request.

ARTICLE 24 EMPLOYEE BENEFIT PLANS

- 24.01 (a) The Employer shall pay the prorated cost of the following plans for all employees:
- (i) Green Shield Semi-Private Hospital Accommodation Plan - 100%
 - (ii) Green Shield Extended Health Care Plan - 10/20 deductible - 100%
 - (iii) Green Shield Vision Care: \$350.00/24 months -100%
 - (iv) Health Care Spending Account (HCSA) – coverage of \$1,500 per year per family (Jan. 1 to Dec. 31). In any year in which the total coverage is not used, it may be carried forward to the following year only (max of \$2,600), less any claim used in the previous year. Benefits will be paid for dependents up to 21 years old or up to 25 years old if dependent is enrolled in post-secondary school.
 - (v) Life Insurance - Two (2) times annual salary with a similar amount of "Accidental Death & Dismemberment" coverage - Maximum Benefit - \$250,000. Dependent Coverage - in the amount of (Spouse - \$10,000.; Children - \$5,000. (each child).
- (b) **Short Term Plan**
- (i) For all full-time employees, who are members of the Lambton County Municipal Association Plan, the Employer will pay employees while sick and until L.T.D. comes into effect, as per schedule provided herein:

Probationary Period (6 months)	0% of salary
6 mos. To 1 st Year of Service	50% of salary
1 st Year to 2 nd Year of Service	60% of salary
2 nd Year to 5 th Year of Service	75% of salary
5 th Year to 10 th Year of Service	85% of salary
10 th Year and over	90% of salary

(ii) A Doctor's certificate will be required for any sickness period of a longer duration than three (3) days.

(c) L.T.D. Plan - The Employer will provide at no cost to the employees, the "Lambton County Municipal Association Plan" which provides the following:

The Plan will provide 75% of earnings to a maximum of \$4,000 per month. The earnings would be taxable under the provisions of Revenue Canada (Employer paid premiums). The L.T.D. coverage would commence after a four (4) month elimination (or qualifying) period.

(d) Part time employees as defined in Article 16.01(b) shall be entitled to participate in the following benefits:

Extended Health Care Plan which includes Vision, Semi-Private Hospital Coverage, and travel insurance, provided they pay 50% of the premium. If the part time employee has been paid for 1040 hours in the prior year, he/she shall receive 50% of the amount in 24.01(a)(iv) Health Care Spending Account (HCSA).

(e) The Municipality shall participate in OMERS as per the Regulations.

(f) The Union acknowledges the right of the Employer to select benefit providers for benefits continued herein. If the Employer changes carrier they will advise the Union thirty (30) days prior to any carrier changes, a comparable level of benefits will be maintained by the Employer.

(g) In addition to reimbursement for the cost of an eye exam provided by Green Shield, the Employer will reimburse the balance of the billed costs up to a maximum of sixty (\$60.00) dollars, once every twenty-four (24) months for the employee and the employee's spouse, as applicable with a copy of claim provided to payroll.

ARTICLE 25 HEALTH AND SAFETY

25.01 The Parties hereto agree to abide by the provisions of the Occupational Health and Safety Act (R.S.O. 1990).

25.02 **Workplace Safety and Insurance Act**
The Employer agrees to arrange for coverage of all employees under the *Workplace Safety and Insurance Act (WSIA)*.

ARTICLE 26 UNIFORM ALLOWANCE/SAFETY EQUIPMENT

26.01 (a) The Employer shall provide an annual boot allowance of up to three hundred dollars \$300.00, with production of a receipt towards the purchase of C.S.A. approved safety boots for all employees.

(b) **Safety Clothing**

Employer will supply each employee the following safety wear per year based on work status:

Safety Wear	Timeline for Provision	Applicable Work Status/Position
i) T-shirt	Annually or as required	All full time and part time staff
ii) One (1) shirt (hoodie, sweater, long sleeve)	Annually or as required	All full time and part time staff
iii) One (1) pair of safety pants	Annually or as required	All full time and part time staff
iv) One (1) winter coat	To be replaced as necessary when damaged/worn out (not necessarily annually)	All full time and part time staff

The Township will coordinate the purchase of clothing (item i-iv) through its vendor of choice.

All employees will continue to wear acceptable pants, which include blue jeans during their work duties.

The Employer shall pay full-time and part-time employees up to one hundred and twenty five dollars (\$125.00) for work related clothing, upon receiving receipts.

- (c) When an employee terminates or resigns his employment with the Township, all logo clothing must be returned.

ARTICLE 27 GENERAL

27.01 Proper accommodation shall be provided for employees to have their meals.

27.02 Union notices may be posted after approval of the Administrator/Clerk on the bulletin boards of the Township.

27.03 **Definitions**

“Skill” – is competence in particular tasks.

“Qualification” – refers to possession of necessary education, training and certification.

“Abilities” – relates to overall qualities of an employee with respect to the work to be done.

“Experience” – refers to the breadth and length and length of actual experience.

27.04 It is agreed between the parties that once per year each employee shall provide a driver’s abstract to the Township.

27.05 **Labour Management Committee**

The parties hereto agree to the establishment of a Joint Labour Management Committee composed of representatives of the Corporation and representatives of the Union. The purpose of this committee will be for the effective administration of the collective agreement and to provide a means of communication for the resolution of any and all disputes that may arise through the application of the collective agreement. Meetings will be held as deemed necessary in the interest of both parties.

ARTICLE 28 CONTRACTING OUT

- 28.01 In order to provide job security for the members of the bargaining unit, the Employer agrees that all work or services performed by the employees shall not be subcontracted, transferred, leased, assigned or conveyed, in whole or in part, to any other plant, person, company, or non-unit employee except in cases of emergencies, mechanical work, duties performed by the working Public Works Manager and/or working Parks and Recreation Manager in cases where employees refuse to do the work required.
- 28.02 Unless legislation mandates, work fare participants will not replace existing members or positions in the bargaining unit.
- 28.03 The Employer may contract out special projects that require additional skills and/or staff to complete projects that are beyond those of the bargaining unit. It is understood that these special projects are time limited, will not replace any existing bargaining unit work, and will not result in any lay-offs or reduction of hours of the existing bargaining unit.

ARTICLE 29 MERGERS AND AMALGAMATIONS

- 29.01 In the event that the Employer merges/amalgamates with any other body, the Employer will use its best efforts to ensure that:
- (i) bargaining unit employees shall be credited with all seniority rights with the new employer;
 - (ii) all service credits relating to vacation with pay, sick leave credits, pensionable service and other benefits shall be recognised by the new employer;
 - (iii) conditions of employment and wage rates with the new employer shall be at least equal to those contained in this Collective Agreement;
 - (iv) no employee shall suffer loss of employment as a result of the merger/amalgamation.
 - (v) it will solicit input from CUPE Local 2393 regarding the items noted above and keep the Local and the National Representative informed of the status of those discussions involving those items.

ARTICLE 30 NO STRIKES OR LOCKOUTS

30.01 There shall be no strikes or lockouts so long as this Agreement continues to operate. The work “strike” and the word “lock-out” shall have the meaning as set forth in the Labour Relations Act, as amended.

ARTICLE 31 TERM OF AGREEMENT

30.01 This Agreement shall be in effect on the **1st day of August 2021**, until the **31st day of July 2025**, and from year to year thereafter unless either party gives notice in writing at least ninety (90) days prior to the expiration date of the Agreement. If such notice is given, negotiations for a new Agreement shall commence within twenty (20) days of such notice or such longer period as mutually agreed between the parties.


30.02 Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement. Such agreement shall be in writing and agreed by both parties.

30.03 All changes in this Agreement shall be adjusted retroactively unless otherwise specified.

DATED AT _____, THIS _____ DAY OF _____, 2021.

FOR:

THE CORPORATION OF THE TOWNSHIP OF WARWICK



J Rombouts (Nov 22, 2021 18:17 EST)

MAYOR



Amanda Gubbels (Nov 22, 2021 13:01 EST)

CAO/CLERK


FOR:

THE CANADIAN UNION OF PUBLIC EMPLOYEES and its LOCAL 2393



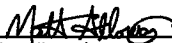
Rick Smith (Nov 29, 2021 17:12 EST)

CUPE LOCAL 2393



Steve Thorne (Jan 28, 2022 09:15 EST)

UNIT CHAIRPERSON



Matthew Alloway (Nov 22, 2021 10:59 EST)

CUPE NATIONAL REPRESENTATIVE

SCHEDULE "A"
August 1, 2021 to July 31, 2025

Categories FT & PT Public Works & FT Recreation	August 1, 2021	August 1, 2022 1%	August 1, 2023 1%	August 1, 2024 1%
Public Works & Recreation Labourer (1 to 520 hours)	\$21.54	\$21.76	\$21.98	\$22.20
Public Works Operator IV & Recreation Labourer IV (521 to 2601 hours)	\$23.44	\$23.67	\$23.91	\$24.15
Public Works Operator III & Recreation Labourer III (2602 to 4682 hours)	\$25.35	\$25.60	\$25.86	\$26.12
Public Works Operator II & Recreation Labourer II (4683 to 6763 hours)	\$27.26	\$27.53	\$27.81	\$28.09
Team Leader (10% over Operator II)	\$29.99	\$30.29	\$30.59	\$30.90

***Probationary/Entry Level** – Part time = 520 paid hours worked; Full time = 3 months full time paid hours worked.

***Part time** = A year for part time employees shall be defined as the completion of 2080 paid hours.

Note: The position of Team Leader will be paid a premium of 10% above the Operator II rate. The person to undertake the Lead Hand role shall be designated by the Employer.

SCHEDULE "A"
August 1, 2021 to July 31, 2025

Steps	Categories PT Recreation Labourer	August 1, 2021	August 1, 2022 1%	August 1, 2023 1%	August 1, 2024 1%
	Recreation Labourer (1 to 520 hours)	\$20.75	\$20.96	\$21.17	\$21.38
Step 1	Recreation Labourer IV (521 to 2601 hours)	\$22.58	\$22.81	\$23.04	\$23.27
Step 2	Recreation Labourer III (2602 to 4682 hours)	\$24.42	\$24.66	\$24.91	\$25.15
Step 3	Recreation III (4683 to 6763 hours)	\$26.26	\$26.52	\$26.79	\$27.06

***Probationary/Entry Level** – Part time = 520 paid hours worked.

***Part time** = A year for part time employees shall be defined as the completion of 2080 paid hours.

LETTER OF UNDERSTANDING #1

BETWEEN

THE CORPORATION OF THE TOWNSHIP OF WARWICK

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2393.3


RE: INSURANCE COVERAGE

The Employer will review its insurance coverage to determine the level of legal indemnification policies and will discuss its findings with the Union.


DATED THIS _____ DAY OF _____, 2021.

FOR:

**THE CORPORATION OF THE TOWNSHIP
OF WARWICK**


J Rombouts (Nov 22, 2021 18:17 EST)


MAYOR


Amanda Gubbels (Nov 22, 2021 13:01 EST)


CAO/CLERK

FOR:

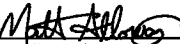
**THE CANADIAN UNION OF PUBLIC
EMPLOYEES and its LOCAL 2393**


Rick Smith (Nov 29, 2021 17:12 EST)

CUPE LOCAL 2393


Steve Thorne (Jan 28, 2022 09:15 EST)

UNIT CHAIRPERSON


Matthew Alloway (Nov 22, 2021 10:59 EST)

CUPE NATIONAL REPRESENTATIVE

LETTER OF UNDERSTANDING #2

BETWEEN

THE CORPORATION OF THE TOWNSHIP OF WARWICK

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2393.3


RE: JOINT JOB EVALUATION

Both Parties agree in principle to set a Joint Job Evaluation Committee and use the CUPE Plan and in reference to Article 23.01


DATED THIS _____ DAY OF _____, 2021.

FOR:

THE CORPORATION OF THE TOWNSHIP
OF WARWICK


J Rombouts (Nov 22, 2021 18:17 EST)

MAYOR


Amanda Gubbels (Nov 22, 2021 13:01 EST)


CAO/CLERK

FOR:

THE CANADIAN UNION OF PUBLIC
EMPLOYEES and its LOCAL 2393


Rick Smith (Nov 29, 2021 17:12 EST)

CUPE LOCAL 2393


Steve Thorne (Jan 28, 2022 09:15 EST)

UNIT CHAIRPERSON


Matthew Alway (Nov 22, 2021 10:59 EST)

CUPE NATIONAL REPRESENTATIVE

LETTER OF UNDERSTANDING #3

BETWEEN

THE CORPORATION OF THE TOWNSHIP OF WARWICK

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2393.3

RE: OPERATOR I

Operator I must possess required recognized certification as determined by the Employer. Certification = Sewage, waste water and DZ licenses.

Note: Any current employees possessing a current water or waste water certificate as of August 1, 2010 shall be grandfathered at the employee's respective operator rate.

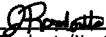
(Employees Rick Smith; Steve Minielly)

	August 1, 2021	August 1, 2022	August 1, 2023	August 1, 2024
Grandfathered Rate Operator I	28.29	28.57	28.86	29.15
Grandfathered Rate Operator I acting as Lead Hand with 10%	31.12	31.43	31.75	32.06


DATED THIS _____ DAY OF _____, 2021.

FOR:

THE CORPORATION OF THE TOWNSHIP
OF WARWICK


J Rombouts (Nov 22, 2021 18:17 EST)

MAYOR


Amanda Gubbels (Nov 22, 2021 13:01 EST)


CAO/CLERK

FOR:

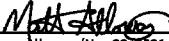
THE CANADIAN UNION OF PUBLIC
EMPLOYEES and its LOCAL 2393


Rick Smith (Nov 29, 2021 17:12 EST)

CUPE LOCAL 2393


Steve Thorne (Jan 28, 2022 09:15 EST)

UNIT CHAIRPERSON


Matthew Alloway (Nov 22, 2021 10:59 EST)

CUPE NATIONAL REPRESENTATIVE