



COLLECTIVE AGREEMENT

Between

THE CORPORATION OF THE TOWN OF PETROLIA
(Hereinafter called "The Employer")
OF THE FIRST PART

-and-

THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 2393
(Hereinafter called "The Union")
OF THE SECOND PART

Term:

January 1, 2022 to December 31, 2025

rl/cope491

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ARTICLE 1 PREAMBLE

- 1.01 The Parties to this Agreement, having met and bargained as to the term a collective agreement covering wages, hours of work and working conditions, now set forth the terms of their agreement.

ARTICLE 2 MANAGEMENT RIGHTS – (FULL-TIME)

- 2.01 The union recognizes that it is the right of the Employer to exercise the regular and customary function of management and to direct the working forces. The Employer has the right to introduce new and amend existing policies provided the Union is consulted prior to the policy being posted. No policy shall be implemented prior to being posted seven working days. The Employer shall exercise its right in a fair and reasonable matter.

MANAGEMENT RIGHTS – (PART- TIME)

- 2.02 The union recognizes that it is the right of the Employer to exercise the regular and customary function of management and to direct the working forces, including the classification and/or reclassification of employees, and that these rights of functions shall in no way be restricted except as by particular and express terms of this Agreement. The Employer shall exercise its right in a fair and reasonable matter.
- 2.03 The immediate Supervisor shall conduct an annual performance review on an employee, which will become part of the employee's file. Such review will provide a comment section on the form for the employee, and must be signed and dated by both the Supervisor and the employee, and the employee shall immediately be given a copy of the signed form.

ARTICLE 3 RECOGNITION AND NEGOTIATIONS

- 3.01 The Employer recognizes the Canadian Union of Public Employees and its Local 2393 as the sole and exclusive Bargaining Agent of all employees of the Town of Petrolia, save and except, the Chief Administrative Officer, Municipal Clerk, Manager of Finance, Staff employed by or at the Victoria Playhouse Petrolia, Director of Operations, Supervisor of Public Works, all Directors, Aquatics, Wellness and Program Supervisors at the Oil Heritage District Community Centre, those contracted to provide specific programs, which include wellness and program support staff at the Oil Heritage District Community Centre, Deck Supervisor, Arena Manager, Arena Concession Manager, Non-Working Foreman, Compost Site Supervisor, persons above the foregoing ranks, Office Staff and Clerical Staff.

- 3.02 (a) Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except in cases mutually agreed up on by the Parties. It is mutually agreed that the Foreman shall not be on the "on-call" overtime list and that their general function is to supervise. The foreman shall be permitted to do the work of the unit during normal working hours. The foreman shall not do the work of the unit while there are available employees on lay-offs able to do the work. The foreman shall not work overtime unless it is to complete work in progress which members of the unit who have been working on the work in progress do not want to work overtime to complete after a request is made of such employee.
- 3.02 (b) The term "Students" shall be understood to be those persons regularly attending high school, college or university on a full time basis. It is expressly understood that only those Articles or sub Articles which specifically refer to "Students" will apply to the "Students".
- 3.02 (c) A Part Time employee is an employee who is regularly scheduled no more than 24 hours per week and not scheduled more than 1248 hours per annum.
- 3.03 The Employer acknowledges that the right of the Union to appoint or otherwise select up to three (3) Stewards who shall comprise both the Grievance and Bargaining Committees. The Union will notify the Employer of the names of the Bargaining Committee.
- 3.04 The Union acknowledges that the Steward has regular duties to perform on behalf of the Employer. In a situation which requires a Steward's attention during working hours, they shall not leave their regular duties without first obtaining permission to do so from their immediate supervisor. It is understood that the taking of such time away from regular duties shall be without a loss of pay and shall be kept to a minimum and that permission will not therefore be reasonably withheld.
- 3.05 No Employee shall be required or permitted to make a written or verbal agreement with the Employer or their representative which may conflict with the terms of this collective agreement.

ARTICLE 4 NO DISCRIMINATION

- 4.01 The parties hereto agree to abide by the provisions of the Ontario Human Rights Code

ARTICLE 5 CHECK-OFF UNION DUTIES

- 5.01 The Employer shall deduct the amount of regular monthly Union Dues (Currently 2 hours pay per month – Full Time, 1.5% of regular wage- Part Time and Students but subject to change) for all employees in the bargaining unit. Deductions shall be made from the last payroll of every month and shall be forwarded to the Treasurer of Local 2393 of the Canadian Union of Public Employees no later than the 10th day of the following month, by prepaid ordinary post.
- 5.02 At the same time that Income Tax (T-4) slips are made available, the Employer shall type in the amount of Union Dues paid by each Union member in the previous year.
- 5.03 The Union shall indemnify and save the Employer harmless from any and all claims which may be made against it by an employee or employees for amount deducted from pay as provided by this article.

ARTICLE 6 EMPLOYER AND UNION SHALL ACQUAINT POTENTIAL EMPLOYEES

- 6.01 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.

ARTICLE 7 CORRESPONDENCE

- 7.01 All correspondence between the parties, arising out of this agreement or incidental thereto, shall pass to and from the Clerk of the Town and the Secretary and Unit Chair of the Union. A copy of any correspondence between the Employer, or their 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 Secretary and Unit Chair of the Union or their designate(s).

ARTICLE 8 LABOUR MANAGEMENT BARGAINING RELATIONS

- 8.01 The Union shall supply the Employer with a list of Union Officers, a list of members of the negotiating committee and a list of members of the grievance committee and a list of duly appointed shop Stewards. The Employer shall supply the Union with a list of the negotiating committee, a list of its grievance committee or 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 supervisor representing the administration of the Agreement.

- 8.02 The Union bargaining committee shall, as provided by this Agreement negotiate with the Employer the terms of the Collective Agreement.
- 8.03 The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer. With the Employer's permission such representative(s)/advisor(s) shall 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 bargaining 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 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 during the period of absence.
- 8.06 The Union Executive may request a leave of absence in writing two (2) weeks prior to said leave for Union Business if possible.

ARTICLE 9 RESOLUTIONS AND REPORTS TO THE EMPLOYER

- 9.01 The Employer shall forward a copy of the Council meeting minutes to the Secretary of the Union and the C.U.P.E representative if requested.

ARTICLE 10 GRIEVANCE PROCEDURE

- 10.01 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 stewards shall assist any employee which the steward represents, in preparing the presentation of their grievance in accordance with the grievance procedure.
- 10.02 The Union shall notify the Employer in writing of the name of each steward and the department they represent and the name of the Chief Steward, before the Employer shall be required to recognize them.
- 10.03 The Bargaining Committee shall constitute the grievance committee.

10.04 The Employer agrees that stewards 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. No shop steward shall absent themselves from their work without the permission of their supervisor.

10.05 A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the Collective Agreement.

10.06 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 they have first given their foreman an opportunity of adjusting the complaint. Failing satisfactory settlement, it may then be taken up as a grievance and dealt with in the following manner:

STEP #1

The aggrieved employee will submit to the Director of Operations or Director of Community Services, depending on which department the aggrieved employee works in a written grievance, signed by both the employee and the steward, containing the particulars of his complaint and the redress sought. The Director of Operations or Director of Community Services shall render their written decision to the Union within three (3) working days for full-time and seven (7) days for part-time members after receipt of the grievance.

STEP #2

Failing a satisfactory settlement being reached at Step #1, the Union shall within two (2) working days of the decision in Step #1, submit the grievance to the Municipal Clerk.

A meeting with the Director of Operations or the Director of Community Services & the Municipal Clerk, the respective Public Works foreman (if requested by either party), the Union steward and the aggrieved full-time or part-time employee will take place within two (2) working days for full-time and seven (7) working days for part-time.

The Municipal Clerk will submit written decision to the Union within three (3) working days.

STEP #3

Failing a satisfactory settlement being reached in Step #2, the Union shall within two (2) working days of the decision in Step #2 submit the grievance to the Labour Relations Committee through the Chief Administrative Officer (CAO). A meeting with the Labour Relations

Committee, the Union Grievance Committee, the National Representative and the aggrieved employee will be arranged within ten (10) working days. The Labour Relations Committee will render their written decision to the Union within three (3) working days or such longer period as mutually agreed to accommodate the needs of the parties.

STEP #4

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 #3. The aforementioned time limits may be extended by mutual agreement.

- 10.07 Any complaint or grievance arising directly between the Employer and the Union shall be originated under Step #3 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.
- 10.08 The Employer shall supply the necessary facilities for the grievance meeting.
- 10.09 Any mutually agreed changes to this Collective agreement shall be in writing, and shall form part of this Collective Agreement and are subject to the grievance and arbitration procedure.

ARTICLE 11 ARBITRATION

- 11.01 The parties hereto agree to abide by the provisions set out in of the *Labour Relations Act*, which states in part as follows:

Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may, after exhausting the grievance procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the first party's appointee to an arbitration board. The recipient of the notice shall within five (5) days inform the other party of the name of its appointee to the arbitration board. The two (2) appointees so selected shall, within five (5) days of the appointment of the second of them, appoint a third person who shall be the chairman. If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a chairman within the time limits, the appointment shall be made by the Minister of Labour for

Ontario upon the request of either party. The arbitration board shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee or Employer affected by it. The decision of a majority is the decision of the arbitration board, but if there is no majority the decision of the chairman governs.

- 11.02 The Board of Arbitration shall not have jurisdiction to amend, alter, modify, or add to, any of the provisions of this Agreement, nor to substitute any new provisions in lieu thereof, nor to give any decision inconsistent with the express terms and provisions of this Agreement. Further the Board of Arbitration is not authorized to deal with any matter not covered by this Agreement, nor arising outside the terms of this Agreement.
- 11.03 The parties may mutually agree to a single arbitrator.
- 11.04 Prior to proceeding to arbitration, the parties may agree to utilize the services of a grievance mediator, the cost of which shall be shared equally.

ARTICLE 12 DISCHARGE, SUSPENSION AND DISCIPLINE

- 12.01 Whenever the Employer or his authorized agent deem it necessary to censure an employee, in a manner indicating that dismissal or discipline may follow any further infraction or may follow if such employee fails to bring their work up to a required standard by a given date, the Municipal Clerk shall, within seven (7) days thereafter, give written particulars of such censure to the Secretary of the Union, with a copy to the employee involved.
- 12.02 Every employee shall be notified of the name of their immediate designated supervisor.
- 12.03 An employee shall have the right to have their steward present when disciplinary action is imposed. Where a supervisor intends to discipline an employee the supervisor shall so notify the employee in advance in order that the employee may contact their steward to be present at the interview.
- The employee shall continue his employment with all rights and benefits while any grievance, arising from the disciplinary action, is being processed except if the employee being disciplined is a danger to themselves, to others or a danger to public property. Should the dispute not be resolved by the grievance procedure, the employee shall continue his employment with all rights and privileges, unless an arbitration board upholds the Employer's disciplinary action.
- 12.04 The record of an employee shall not be used against them at any time after twelve (12) incident free months following a suspension, or

disciplinary action, including letter of reprimand or any adverse reports. (e.g. If in May 2018 an incident is placed on record, then in January of 2019 another incident is placed on record. The May 2018 incident remains until January 2020.)

12.05 An employee shall have the right once each calendar year to have access to and review their personnel file and shall have the right to respond in writing to any document contained therein. Such reply shall become part of the permanent record.

ARTICLE 13 SENIORITY

13.01 FULL TIME EMPLOYEES

Seniority is defined as the length of service in the employment of the Employer and shall include service with the Employer prior to the certification or recognition of the Union. Seniority shall be criteria in determining preference or priority for promotion, transfer, demotion, layoff, permanent reduction of workforce, and recall as set out in other provisions of this Agreement. Seniority shall operate on a bargaining unit wide basis.

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.

13.03 Newly hired employees shall be on probation for the first three months of employment. Probationary employees shall receive statutory holidays and benefits only, no other Municipal Benefits shall be paid. Probationary employees shall not have recourse to the grievance procedure should their employment be terminated during the probation period unless the Employer has acted in a discriminatory or arbitrary manner.

13.04 An employee shall lose seniority if they:

- a) Resign in writing;
- b) Are discharged for cause and the discharge is not reversed through the grievance or arbitration procedure;
- c) Fail to report for work within seven days after being notified by the Employer of a call back. Notification shall be by priority post to the employee's last known address following a lay-off, the effective date of which shall be two days after mailing;
- d) Are absent for two consecutive working days without notifying the Employer a satisfactory explanation is provided to the Employer. In such circumstances, if a satisfactory explanation is not provided, the Employer

shall give written notice by priority post to the employee and the Union that the employee's seniority and employment are terminated.

13.05 No employee shall be transferred to a position outside the bargaining unit without their consent. If an employee is transferred to a position outside of the bargaining unit, they shall retain their seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority. A person reassigned to the bargaining unit shall start in the capacity of laborer.

13.06 PART TIME EMPLOYEES

Part Time Employees seniority shall be based upon the length of continuous employment with the Employer since the employees' original date of hire and shall be a factor when determining layoffs and recalls.

13.07 The Employer shall maintain a seniority list showing the current classification and the date upon which each part-time employee's service commenced. Where two or more employees commence work on the same day, preference shall be in accordance with the date of application. An up to date seniority list shall be sent to the Union and posted and all bulletin boards in January of each year.

13.08 An employee shall be considered a probationary employee until they have worked a total of 288 hours and shall receive statutory holidays and vacation pay. Upon the completion of 288 hours, the employee shall be eligible for the Wellness benefit where they are regularly scheduled for 24 hours per week. During the probationary period, the employee shall have no seniority rights. It is expressly understood by both parties that, during the probationary period, an employee shall be considered as being employed on a trial basis and may be disciplined or discharged at the sole discretion of the Employer, provided the employer hasn't acted in a discriminatory or arbitrary manner.

13.09 A part-time employee's seniority shall be forfeited and their employment shall be deemed to be terminated under the following conditions:

- a) They resign or quit for any reason;
- b) They retire
- c) They are discharged and not reinstated through the grievance or arbitration procedure;
- d) They are laid off for a period longer than eighteen (18) months;
- e) They are absent for two consecutive scheduled working days without notifying the Employer, unless an explanation satisfactory to the Employer is given;

- f) They are absent from work without a written leave of absence authorized by the employer, they use a leave of absence for a purpose other than that for which it was granted, or fails to return to work at the expiration of a leave of absence;
- g) Fail to report work within seven days after being notified by the Employer of a call back. The onus is on the employee to inform the Employer of their current address and telephone number;
- h) They are absent from work due to accident or illness for a continuous period of eighteen (18) months or longer, or are permanently disabled.

13.10

SUMMER STUDENT EMPLOYEES

- a) Student shall mean an employee who is registered as a full time student and who is employed for the summer months only. Students may return each summer so long as they remain a registered full time student.
- b) Student employees shall not accrue seniority except for call in purposes and where a student has maintained a satisfactory level of performance and attendance over the previous summer and has the skill, ability and competence to perform the required work, then the Employer shall give such student preference over new student hires.
- c) It is the responsibility of each student to notify the Employer prior to February 15th of each year their availability date for summer employment. Failure to do so shall result in the student losing their right for preferential hire.

ARTICLE 14 PROMOTIONS AND STAFF CHANGES (FULL-TIME)

- 14.01 When a new position is created, or when a vacancy occurs, which shall include the resignation of an incumbent, either inside or outside the bargaining unit, the Employer shall immediately notify the Union in writing and post notice of the position in the Employer's offices, shops and on all bulletin boards for a minimum of one week, so that all members will know about the vacancy or new position.
- 14.02 If job vacancies occur, a Committee consisting of Department Heads, Foreman, Union Executives and Union National Representatives will meet to discuss the vacancies.
- 14.03 Such notice shall contain the following information:
Nature of position, qualifications, required knowledge and education, skills, shift, hours of work, wage or salary rate or range.

- 14.04 In making staff changes, or promotions within the bargaining unit, the seniority and ability of the employee having the required qualifications in accordance with clause 14.03 shall be the governing factor. Preference shall be given to the employee with the greatest seniority provided they have the qualifications and ability to do the job efficiently.
- 14.05 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 on all bulletin boards at the work site.

14.06 JOB POSTING (PART-TIME)

In making staff changes, or promotions within the bargaining unit, the seniority and ability of the employee having the required qualifications in accordance with clause 14.03 shall be the governing factor. Preference shall be given to the employee with the greatest seniority provided they have the qualifications and ability to do the job efficiently.

ARTICLE 15 LAYOFFS AND RECALLS (FULL-TIME)

- 15.01 A lay-off shall be defined as a reduction in the work force.
- 15.02 Seniority shall be the factor in the lay-off of the employees in the bargaining unit provided the senior members are qualified to do the work available.
- 15.03 Seniority shall be the factor in the recall of employees within the bargaining unit provided the senior members are qualified to do the work available.
- 15.04 No employee shall be hired until those laid off have been given an opportunity of recall as per clause 13.04 c)
- 15.05 Unless legislation is more favorable to the employees, the Employer shall notify employees who are to be laid off, fifteen (15) 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, they shall be paid for the days for which work was not made available.
- 15.06 Grievances concerning lay-offs and recalls shall be initiated at Step #2 of the grievance procedure.

15.07 LAY- OFF AND RECALL (PART-TIME)

A lay-off shall be defined as a reduction in the work force. In the event of a lay-off, the Employer shall consider the following factors in determining which employees are to be laid off and recalled from lay-off:

- a) Skill, ability, qualifications, competence, and efficiency;
- b) Seniority
- c) Where the qualifications of factor a) are relatively equal, then factor b) shall govern.

15.08 No lay-offs or reductions will result from the implementation and operation of the Provincial Workfare Program (Part-time & Full-time).

ARTICLE 16 HOURS OF WORK (FULL-TIME)

16.01 The regular work week for Works Employees and Municipal Cemeteries shall consist of five (5) eight and one-half (8 ½) hour days, Monday to Friday, with every third Friday off as an Earned Day Off. The Hours of work shall be 7:00 a.m. to 4:00 p.m. with a one half (1/2) hour unpaid lunch. In addition, one Works Employee shall be required to be on call every week.

Arena Employees shall, during the Ice Season, work the hours as scheduled, which shall be ten (10) hours per day with a paid lunch for four (4) days per week. During the balance of the year, the Arena Employees shall work five (5) eight and one half (8½) hour days Monday to Friday, with every third Friday off as an Earned Day Off. The hours of work during this period shall be 7:00 a.m. to 4:00 p.m.

16.02 An employee shall be permitted a rest period of fifteen (15) consecutive minutes in both the first half and the second half of a shift in an area made available by the Employer.

16.03 An employee reporting for work on their regular shift shall be paid their regular rate of pay for the entire period of work, with a minimum of four (4) hours pay, unless the employee becomes ill at which time the sick leave provisions contained herein shall apply.

16.04 HOURS OF WORK AND OVER TIME (PART-TIME)

The following paragraphs are intended to define the procedures for calculating authorized overtime and shall not be construed as a guarantee of hours of work per day or of days of work per week.

16.05 The arrangements of shifts, their rotation, the normal schedule of work, the hours of work per day and the days of work per week shall be determined by the Employer in accordance with the requirements of the Town of Petrolia. (Every attempt shall be made to provide employees advance notice as much as possible of any shift change, except in the case of emergency.) If the employer cancels or shortens a part-time employee's scheduled day of work within 48 hours before the time the employee was to commence work, they shall receive a minimum of three

(3) hours pay.

The Employer shall post a schedule two (2) weeks in advance of the next pay period.

16.06 Overtime shall be defined as time worked in excess eight (8) hours in a day and shall be paid at time and one-half the employee's regular rate of pay.

16.07 ARENA EMPLOYEES

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

ARTICLE 17 OVERTIME (FULL-TIME)

17.01 All time worked in excess of the regular daily hours specified in Article 16.01 or forty hours per week or work on any paid holiday as set forth in Section 19.01 of this Agreement shall be considered overtime.

17.02 Overtime work before and after the regular daily hours or arena schedule shall be paid for at the rate of time and one-half the regular rate of pay for hours worked.

17.03 Authorized work performed on scheduled days off shall be paid for at the rate of time and one-half the regular rate of pay for hours worked.

17.04 Authorized work performed on a holiday listed in Article 19.01 of this Agreement and on Sunday shall be paid for at the rate of double time. For employees who work in the arena during the ice season, if such employee's required to work the second scheduled day off during the regularly scheduled work week, the employee shall be paid at the rate of double time for all hours worked.

17.05 An employee required to start a new shift within fifteen hours of completing his previous shift shall be paid at the rate of time and one-half for all hours which fall within the fifteen hour turnaround time. In the case of an Arena Employee and Custodial staff, the time limit is thirteen hours.

17.06 An employee required to work more than two overtime hours shall be provided with a meal or allowance up to \$15.00 by the Employer after two hours work. The Employer shall allow one-half hour meal break with pay after two hours work. An additional meal allowance and meal break will be allowed for each additional four hours of overtime.

17.07 Overtime and on call time shall be divided equally among employees who are qualified to perform the available work.

- 17.08 An employee shall not be required to lay-off during regular hours to equalize any overtime worked.
- 17.09 An employee who is called into work outside their regular working hours shall be paid for a minimum of two (2) hours at the appropriate overtime rate hours whenever there is a break between the employee's regularly scheduled hours and the work the employee is called in to do. Where an employee is called in for overtime, payment will commence upon arrival at the Town facility.
- 17.10 Instead of cash payment for overtime, an employee may choose to receive time off at the appropriate overtime rate at a time mutually agreed upon between the employee and the Employer.
- If by November 15th the employee has not used or irrevocably committed to use his banked time in lieu of overtime by the end of the year, the employee will be paid out.
- Employees may bank up to a maximum of 80 hours in a calendar year. Hours banked and utilized as time off may not be replenished within each year.

ARTICLE 18 SHIFT PREMIUM (ALL EMPLOYEES)

- 18.01 Shift premium equivalent to 5% of the hourly operator 2 rate shall apply on all hours worked between 4:00 p.m. to 7:00 a.m. for all employees.

YEAR	SHIFT PREMIUM RATE
2022	\$1.41 per hour
2023	\$1.45 per hour
2024	\$1.49 per hour
2025	\$1.52 per hour

- 18.02 Failure to provide at least fifteen (15) hours rest between shifts which are being changed shall result in payment of overtime at established rates for any hours worked during such rest period. In case of an Arena Employee and Community Centre Custodial staff, the time limit is thirteen hours.

ARTICLE 19 HOLIDAYS (FULL-TIME)

19.01 The Employer recognizes the following as paid holidays:

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

And any other day proclaimed by the Federal or Provincial Government.

19.02 Where 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.

19.03 An employee who is not scheduled to work on the above holidays shall receive holiday pay equal to the employee's regular day's pay. An employee who is required to work and does work shall be paid double time plus their holiday pay.

19.04 **HOLIDAYS (PART-TIME)**

Employees shall be entitled to paid holidays in accordance with Article 19.01.

19.05 In order to be entitled to payment for a holiday, an employee must be on the active payroll of the Employer and not on leave of absence, sick leave, worker's compensation, suspension or layoff, provided that a layoff of less than one week prior to the holiday shall not disqualify an employee for holiday pay.

19.06 An employee who is not scheduled to work on the above holidays shall receive pay in accordance with Section 24 of the *Employment Standards Act*. An employee who is required to work and does work shall be paid at time and one-half plus their holiday pay.

ARTICLE 20 VACATIONS (FULL-TIME)

20.01 Employees active on the pay roll of the Town in any one year shall be paid vacations in accordance with the chart below:

0 – 3	10	10 days	.83
3 - 10	15	15 days	1.25
10 – 15	20	20 days	1.67
15 -20	22.5	22.5 days	1.88
20 – 25	25	25 days	2.08
25 +	30	30 days	2.50

With the exception of ten (10) days, vacations shall not be carried forward to the following year. With the exception of the vacation carried forward, they must be taken not later than twelve months after the end of the year for which the vacation is earned. The time during which the vacation is taken is subject to the approval of the Director of Operations and/or the Director of Community Services and will be dependent upon the work load In the Department.

20.02 Vacation pay for each week of vacation shall be at the rate of five (5) days of normal earnings. In no event shall the vacation pay received by an employee in any calendar year, be less than that provided by the Employment Standards Act, as amended from time to time.

20.03 If a paid holiday falls or is observed during an employee’s vacation period, they shall be allowed an additional vacation day with pay at a time mutually agreed upon by the employee and the Employer.

20.04 An employee terminating employment at any time in the vacation year, prior to using their vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation, prior to termination

20.05 On retirement an employee shall be entitled to proportionate vacation or proportionate vacation pay of salary or wages in lieu of such vacation, prior to termination.

20.06 Vacation schedules shall be posted by April 1st of each year and shall not be changed without the mutual agreement of the affected employee and employer. Vacation shall commence immediately following an employee’s regularly scheduled days off.

20.07 An employee shall receive an unbroken period of vacation unless mutually agreed upon between the employee and the Employer.

20.08 If an employee becomes ill during a vacation period, which illness is substantiated by a doctor's certificate, the employee may use a sick leave credit as provided herein and reschedule his vacation period.

20.09 No employee shall be required to work during their scheduled vacation period. However, should an employee agree to work when requested during their scheduled vacation, they shall be paid at the regular rate of pay and shall receive the cancelled vacation day at a later date which is mutually agreed between the Employee and Supervisor.

20.10 VACATIONS (PART-TIME)

All employees with less than five (5) years of service shall receive vacation pay in an amount equal to 4% of their actual earnings for the year.

Employees with five (5) or more years of service shall receive vacation pay in an amount equal to 6% of their actual earnings for the year.

ARTICLE 21 PERSONAL LEAVE PROVISIONS (FULL-TIME)

21.01 Short-Long Term Disability Plan – See Appendix “A”

Each employee will be allowed up to ten (10) paid Personal leave days per annum. Personal leave days may be used or illness, injury, death and certain emergencies and urgent matters. They may also be used to care for an employee's sick family member or to attend medical appointments for a family member. Unused days may not be carried forward.

ARTICLE 22 LEAVE OF ABSENCE (FULL-TIME)

22.01 Representatives of the Union shall not suffer any loss of pay or benefits for 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.

22.02 Representatives of the Union shall not suffer any loss of pay or benefits for the total time involved in grievance procedures.

22.03 Upon request to the Employer any one employee elected or appointed to represent the Union at conferences, conventions, or educational seminars shall be allowed leave of absence without pay and without loss of benefits up to a maximum of fifteen (15) working days annually.

22.04 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 or serious illness of any of the following individuals:

1. The employee's spouse (includes both married and unmarried couples, of the same or opposite genders).
2. A parent, step-parent or foster parent of the employee or the employee's spouse.
3. A child, step-child or foster child of the employee or the employee's spouse.
4. The sibling of the employee.

An employee shall be granted a maximum of three (3) regularly scheduled consecutive work days leave, without loss of pay or benefits, in the case of death or serious illness of any of the following individuals:

1. A grandparent, step-grandparent, grandchild or step-grandchild of the employee or of the employee's spouse.
2. The spouse of a child of the employee or the employee's spouse.
3. The sibling of the employee's spouse.
4. A relative of the employee who is dependent on the employee for care or assistance.

22.05 One-half (1/2) day leave shall be granted without loss of salary or wages to attend a funeral as a pallbearer with prior notice if possible.

22.06 Employees who are called to serve as jurors or as subpoenaed as witnesses other than where such employee is a party to the action shall be granted leave of absence without loss of benefits. Normal pay will continue to be issued on the usual pay day. At the conclusion of his duty, the employee shall obtain a certificate from the Court showing the period of his jury or witness service and the amount of compensation received, and shall deposit the certificate, together with the amount of compensation, but not including travel allowance with the Employer.

22.07 An employee shall be entitled to leave of absence without pay and without loss of seniority when they request in writing such leave for good and sufficient cause. Approval shall be at the discretion of the Employer.

22.08 Time off with pay shall be granted to an employee for an emergency, which requires a doctor or dentist appointment during work hours.

22.09 **BEREAVEMENT LEAVE (PART-TIME)**

An employee shall be granted up to three (3) working days leave without loss of pay or benefits in the case of a death of any of the following individuals. The payment shall be made provided the days are actually used to attend the funeral or memorial service and provided it falls on a regularly scheduled work day:

1. The employee's spouse (includes both married and unmarried couples, of the same or opposite genders).
2. A parent, step-parent or foster parent of the employee or the employee's spouse.
3. A child, step-child or foster child of the employee or the employee's spouse.
4. A grandparent, step-grandparent, grandchild or step-grandchild of the employee or of the employee's spouse.
5. The spouse of a child of the employee or the employee's spouse.
6. The sibling of the employee or the employee's spouse.
7. A relative of the employee who is dependent on the employee for care or assistance.

22.10 Statutory Leaves of Absence

All Employees are eligible for leaves of absence in accordance with, and subject to, the provisions of the Employment Standards Act, 2000, as amended from time to time.

ARTICLE 23 PAYMENT OF WAGES AND ALLOWANCES (FULL-TIME)

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

23.02 When an employee is assigned to a position paying a lower rate, their rate shall not be reduced.

23.03 A Schedule showing dates and names of employees on stand-by or on call duty will be posted by January 2nd of each year.

Employees who are scheduled for an on call or stand-by duty shall be paid for seven (7) hours per seven (7) day week at the rate of time and one-half for each week the employee is on call and shall work as required for any scheduled afterhours/weekend duties. On days which an employee is on call or stand-by duty and they are not required to report to work beyond your regular shift, they shall receive an additional one (1) hours pay at the rate of time and one-half. Employees may bank stand-by-hours in accordance with Article 17.10.

Receiving after-hours calls are considered part of the on call pay above. Employees required to report to work during on call will be paid in accordance with Article 17.09.

- 23.04 The Employer shall pay the cost of an academic or technical course approved by the Employer, upon and subject to successful completion of the course. The Employer agrees to notify in advance and allow employees to take courses deemed necessary.
- 23.05 (a) Upon the absence of the public works foreman, a Charge Hand shall be appointed by the Works Foreman to supervise the work. A Charge Hand shall receive ten (10%) above their normal hourly rate of pay.
- (b) It is mutually agreed and understood between the parties that the provisions of Article 23.05(a) shall be deemed to also apply in the case of a certified Change Hand being appointed in the absence of the Water Foreman/ORO.

ARTICLE 24 JOB CLASSIFICATION AND RECLASSIFICATION (FULL-TIME)

- 24.01 Existing Classification shall not be eliminated or changed without prior consultation with the Union. The Union recognizes that it is a function of management to classify employees and management recognizes that it is function of the Union to negotiate wages for any new classification.
- 24.02 The Employer shall prepare a new job description whenever a job is created or whenever the duties of the job change. When the duties of any job are changed or increased, or when a new job is created or established, the rate of pay for such job classification shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the rate of pay for the job in question, such dispute shall be submitted to grievance and arbitration.

ARTICLE 25 EMPLOYEE BENEFIT PLANS (FULL-TIME)

- 25.01 (a) In addition to the Canada Pension Plan every employee shall become a Member of OMERS. The Employer and employees shall make contributions in accordance with the provisions of the Plan.
- (b) Employees who retire under OMERS who are at least 60 years of age but less than 65 years of age shall have the option to continue to be covered by the extended health care plan and vision care plan (Article 25.03 and 25.05) until age of 65 provided the employee continues to pay the employee portion of the premium.
- 25.02 The Employer shall pay 100% of the premium under the Ontario Health Insurance Plan, under the Ontario Hospital Services Commission Act and Regulations, called Employer Health Tax.

- 25.03 The Employer shall pay the premium costs of the extended health care plan assured through Green Shield Canada, or equivalent. Dental; Effective January 1st, 2022 \$1,500.00 coverage per employee and each eligible family member per year. The schedule of benefits will be appended to the Agreement. See Appendix B.
- 25.04 The Employer shall pay 90% of the cost of the premium for a mutually agreed upon Group Life Insurance and Accidental Death and Dismemberment Plan for all employees providing a schedule of benefits to a maximum of two and one-half (2 ½) times the employees annual salary.
- 25.05 The Employer shall pay the full cost of a Vision Care Plan to a maximum of \$600.00 plus two (2) eye exams annually per family effective January 1, 2022.
- 25.06 (a) All employees shall be covered by the Workplace Safety and Insurance Act.
- (b) An employee receiving payment for a compensable injury under Workplace Safety and Insurance Act shall accumulate seniority and shall be entitled to all benefits under this Collective Agreement for a period of one year only. While on W.S.I.B., the Employer shall continue to pay their share of all premiums for employee benefits plans, including the pension plan, for a period of one year only.
- (c) An employee who is no longer deemed to have a compensable injury shall be placed in their former or equivalent position with the Employer, within one year mentioned in 25.06(b) above.
- 25.07 If the premium paid by the Employer for any employee benefits reduced as a result of any legislation or other action this is to be discussed between the parties.
- 25.08 The Employer shall provide to each employee in the benefit plan a copy of the benefit plan from the Provider.

ARTICLE 26 HEALTH AND SAFETY

- 26.01 Both parties agree to abide by the provisions of the Occupational Health and Safety Act (R.S.O. 1980) as amended from time to time.
- 26.02 A Health and Safety Committee shall be established which is composed to two (2) Union and two (2) Employer members. The Health and Safety Committee shall hold meetings every three (3) months between the Union and the Employer for jointly considering, monitoring, inspecting, investigating and reviewing health and safety conditions and practices and to improve existing health and safety conditions and practices.

ARTICLE 27 JOB SECURITY (FULL-TIME)

27.01 When in the opinion of the Employer, ordinary work cannot be continued during working hours by reason of inclement weather, the Employer shall either provide indoor work for outside crews or allow them to stand by inside, with no loss of pay.

27.02 CONTRACTING OUT (FULL-TIME)

Should the Employer decided at any time during the lifetime of this Agreement to undertake the contracting out of any of the services presently performed by the employees of the Corporation which would require the lay-off of any present employee in the bargaining unit, it shall be the responsibility of the Employer and the Union to proceed under the following guidelines:

1. The Employer shall notify the Union no less than twelve (12) months in advance of the proposed contracting out date.
2. The Employer and the Union shall each complete and submit a comparative costing analysis of said service, comparing the cost of contracting out said service with the cost of continuing to have the said service performed directly by the Employer.
3. The Employer shall not contract out any such service if the result of the Employer's costing analysis does not demonstrate at least a five percent (5%) saving to the Employer if it should contract out the said service.
4. The Employer shall provide the Union with the comparative costing analysis within sixty (60) days of giving notice under Paragraph 1. The Union shall provide the Employer with the comparative costing analysis within one hundred and twenty (120) days of the Employer having given notice under Paragraph 1.
5. The Employer's Labour Relations Committee shall hear any Union objections to same within one hundred and fifty (150) days of the giving said notice. It is recognized by both the Employer and the Union that the final decision on any such contracting out shall be the sole right of the Employer, based on the results of the costing analysis showing the five (5%) cost saving to the Employer as outlined in Paragraphed 3 hereof.
6. Should there be a need to contract out work to maintain and/or operate the Water Distribution due to a lack of qualified staff to operate the system, the Employer shall consult with the Union, not less than sixty (60) days prior to contracting out such work. Such work shall only be contracted out so long as no qualified employees as defined by the Ministry of the Environment are available and willing to assume responsibility.

ARTICLE 28 UNIFORM AND CLOTHING ALLOWANCE (FULL-TIME & PART TIME)

28.01 BOOT ALLOWANCE (FULL-TIME)

The Employer shall provide a CSA safety boot allowance of three hundred (\$300.00) per year for each employee upon presentation of receipts.

28.02 The Employer will supply leather-faced gloves to each employee at the discretion of the foreman. The Employer shall provide gloves at the welding machine for any employee using the machine. In addition, the Employer shall provide to each employee personal safety equipment required in the performance of his duties, in accordance with the Ontario Health and Safety Association and the equipment remains the property of the Employer.

28.03 An employee using their own vehicle for Town business with Employer authorization shall be paid the amount approved by Council.

28.04 Full Time: receive a six hundred (\$600) annual clothing allotment for purchase of management approved safety clothing/work wear.

Part Time: will be provided appropriate PPE necessary excluding footwear referenced in article 28.05.

Summer Seasonal: will be provided appropriate PPE necessary excluding footwear referenced in article 28.06.

All uniform items are to be consistent in colour and monogrammed with Town of Petrolia logo.

All uniform items shall be ordered through administration with AGO as the clothing provider in August (winter items), and March (summer items).

Management reserves the right to advise when clothing does not meet the dress code standard.

All other required items to safely perform work duties will be provided by the Employer.

28.05 BOOT ALLOWANCE (PART-TIME)

The Employer shall provide a safety boot allowance of one hundred fifty dollars (\$150.00) per year for employees at the Arena and Cemetery, upon presentation of a receipt.

28.06 BOOT ALLOWANCE (STUDENT)

The Employer shall provide a safety boot allowance of one hundred fifty dollars (\$150.00) per year for students returning to the City of Petrolia as per article 13.10, upon presentation of a receipt.

ARTICLE 29 GENERAL CONDITIONS

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

29.02 The Employer shall provide Bulletin Boards which shall be placed so that all employees with have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees, subject to the approval of the Employer.

29.03 In the event that an employee's driver's license status changes, the Employer shall be immediately notified, or as soon as possible.

29.04 Upon prior approval of the Employer, the Employer shall reimburse the Licensed Mechanic, upon the production of receipt(s), for the cost of the Mechanic License renewal as needed by the Licensed Mechanic for the performance of their duties.

29.05 The Employer shall pay the cost of the knowledge test and medical required for employees renewing their DZ or AZ License, if the Employer requires the Employee to renew such licenses.

ARTICLE 30 COPIES OF AGREEMENT

30.01 The Employer shall provide sufficient copies of the Collective Agreement for each employee and the Union.

The Union shall be responsible for the formatting of the collective agreement. Both Parties shall receive PDF copies and word version sent for the purposes of doing up proposals for subsequent rounds of bargaining.

ARTICLE 31 GENERAL

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

ARTICLE 32 TERM OF AGREEMENT

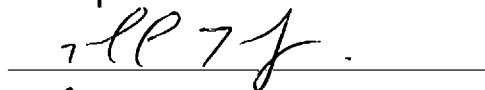
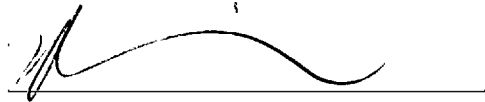
32.01 This Agreement shall be effective on the 1st day of January, 2022 until the 31st day of December 2025, and from year to year thereafter unless either party gives notice in writing at least ninety (90) days prior to December 31st, 2025, of its desire to alter same. If such notice is given, negotiations for a new Agreement shall commence within 20 days of such notice or longer period as mutually agreed between the parties.

32.02 All employees covered by the scope of this Collective Agreement will be paid in accordance with Schedule "A" retroactively to January 1, 2022, for all hours worked. Retroactivity shall be defined as wages, the overtime, shift differential and on-call provisions of the new agreement.

DATED AT THE TOWN OF PETROLIA, THIS 11th DAY OF March, 2022.

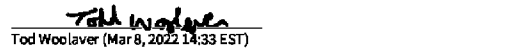
FOR:

THE CORPORATION OF THE
TOWN OF PETROLIA

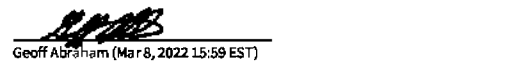


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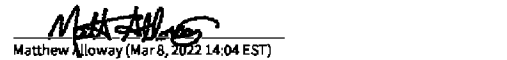
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 2393



Tod Woolaver (Mar 8, 2022 14:33 EST)



Geoff Abraham (Mar 8, 2022 15:59 EST)



Matthew Alloway (Mar 8, 2022 14:04 EST)

SCHEDULE "A" – FULL TIME

FULL TIME				
Classification	Jan 1, 2022 2%	Jan 1, 2023 3%	Jan 1, 2024 3%	Jan 1, 2025 2%
Labourer	\$26.05	\$26.83	\$27.64	\$28.19
Operator 1	\$26.97	\$27.78	\$28.61	\$29.18
Operator 2	\$28.11	\$28.95	\$29.82	\$30.42
Operator 3	\$29.19	\$30.07	\$30.97	\$31.59
5. Charge Hand - 10%				
6. Sub Foreman	\$29.80	\$30.70	\$31.62	\$32.25
7. Licensed Mechanic	\$32.10	\$33.06	\$34.05	\$34.74
8. Water Foreman/ORO	\$34.08	\$35.10	\$36.15	\$36.88
9. Custodian	\$22.13	\$22.80	\$23.48	\$23.95

Management reserves the right to determine starting classification for new employee's step based on knowledge and skill.

Employees will move from the Labourer position once they possess the required recognized certification (DZ in works and Certified Ice Technician (CIT) in Parks and Recreation) and have completed 1040 paid hours.

Full Time Employees will advance to the next level of Operator on the anniversary of their previous advance until they reach Operator 3.

Full Time: Upon successful completion of the probationary period, full time union employees are eligible to have a portion of the cost for an annual membership for themselves and/or their immediate family, at the YMCA Oil Heritage District Community Centre, covered by the Town of Petrolia.

Coverage amounts vary based on the type of membership requested.

WATER DEPARTMENT – Certification

Step #1. Selected Employee must write and pass the Operator in Training exam. Upon submitting proof of passing the exam the employee shall receive an additional \$0.25 per hour.
Certificate is valid for three years.

NOTE: As per Ministry of Environment regulations, an O.I.T. is not allowed to work on any portion of the water distribution system unless under the direction of a certified LEVEL 2 water distribution operator.

Step #2. a) After receiving O.I.T. Certification the employee must complete the “on the job” training as mandated by the Ministry of Environment and the Safe Drinking Water Act, prior to the expiration of their O.I.T. certificate.

NOTE: As per regulations an employee must achieve 2000 hours of on the job training, within a three-year period.

b) Upon completing the required on the job training, the employee must write and pass the Level 1 water distribution exams.
Upon submitting proof of passing the Level 1 water distribution exams the employee shall receive an additional \$0.30 per hour.

NOTE: A certified Level 1 operator requires Level 2 operator approval prior to making any operational changes/alterations to the water distribution system.

Step #3. Employee must write and pass the Level 2 water distribution exams.
Upon submitting proof of passing the Level 2 exams the employee shall receive an additional \$0.35 per hour.

NOTE: Employee can write the Level 2 water distribution exams any time after receiving the Level 1 certification.

It is the responsibility of the employee to ensure all certifications remain valid. Failure to maintain certification will result in loss of incentive pay.
The Employer shall pay all costs associated with all training, including certification renewal fees.

Employee will be given a maximum of 2 opportunities to pass the required exams, at each level of certification.
The Employer shall provide the necessary on the job training requirements to meet the certification criteria.

The Employer shall provide the employee with additional training as related to the operation and maintenance of the water distribution system, however, there will be no additional wage increases for these courses, as they are not part of the certified program, but a Town of Petrolia requirement.

Examples:

- Commissioning of water mains.
- Operation & maintenance of fire hydrants.
- Distribution of system breaks and repairs.
- Flushing techniques.
- Tapping of water mains.
- Preventing water-borne illness course.
- Customer service training.
- Water department best practices.

SCHEDULE "A" PART-TIME

Category	2022	2023	2024	2025
Part-Time Parks and Recreation \$16.50	\$16.83	\$17.33	\$17.85	\$18.21
Life Guard \$15.00	\$15.30	\$15.76	\$16.23	\$16.56
Instructor Life Guard \$15.00	\$15.30	\$15.76	\$16.23	\$16.56
Summer Students \$15.00	\$15.30	\$15.76	\$16.23	\$16.56

Permanent Part-Time employees who work 24 hours per week (regularly scheduled) are eligible to have a portion of the cost for an annual membership at the YMCA Oil Heritage District Community Centre, covered by the Town of Petrolia.

Coverage amounts vary based on the type of membership requested.

APPENDIX "A"
SHORT TERM DISABILITY INSURANCE CUPE

1. Sick Pay Eligibility

If a regular full-time employee with three months of service or more, is absent from work due to accidents or sickness, excluding compensable accidents covered under the Workplace Safety and Insurance Board, the employee is eligible for sick pay benefits which are fully paid by the Town of Petrolia according to the following:

2. Duration of Benefits

Benefits are fully paid for up to 17 weeks or 85 working days based on a normal five day work week.

3. Rate of Sick Pay Income

The amount of sick pay income received will be determined by the length of continuous service up to the first day of absence according to the following schedule:

3 months to 2 years	-75% of regular pay
2 years but less than 5 years	-85% of regular pay
5 years of service or more	-100% of regular pay

4. Waiting Period

No sick pay benefit is payable for the 1st 3 days. Sick Pay Benefit will be paid starting on the 4th day up to 17 weeks of their full pay upon receipt of a Doctor's Certificate. The 1st day of hospital admittance of injury will be paid without the three-day waiting period.

5. Reinstatement of Benefits

When the employee returns from an absence and works full time continuously for two weeks, the benefit period of 17 weeks is reinstated in full. If the employee is absent from work again due to accident or sickness for the subsequent absence is due to a different illness unrelated to the initial one, the full 17 week benefit period will apply even if the absence due to the second accident or illness occurs within two weeks following the employee's return to work.

6. Proof of Disability

Proof of total disability, satisfactory to the Employer such as a Doctor's certificate, is required for absence of three days duration or over, and is subject to a periodic review thereafter. However, such proof may be required at any time in order for the employee to qualify for benefits.

LONG TERM DISABILITY INSURANCE CUPE

The Long Term Disability benefit is payable to a member who becomes totally disabled before age 65.

1. Total Disability

“Total Disability” means that as a result of injury or disease the member is unable, during the qualifying period and the 24 month period immediately following, to perform the regular duties of the occupation in which the member was engaged immediately prior to the commencement of disability and following expiry of the 24 month period to perform duties of any occupation for remuneration or profit within the range of the member’s education, training or experience. No consideration will be given to the availability of such occupation.

A recurrence of total disability due to the same or related causes will be treated as the same disability unless the member returns to work full time for more then:

- 1) One month, it satisfying the qualifying period, or
- 2) Six months, if receiving the disability benefits.

2. Payment of Benefits

The first monthly payment will be made one month after the end of the qualifying period, or one month after income from any other disability or salary continuance plan ceases, whichever is later.

The income will continue until:

- the member attains age 65,
- the disability ceases,
- the member dies,
- the member fails to submit medical information,
- the member engages in any occupation for remuneration or profit, or any educational program other than in an approved rehabilitation program,
- the member fails to submit to a medical examination at their request by a physician they appoint,
- whichever is earliest.

If the Long Term Disability benefit terminates while any member is totally disabled, the monthly income will be paid as though the benefit had not terminated.

If a member is receiving disability income or retirement income from other sources, the Long Term Disability benefit will be reduced so that the total income from all sources does not exceed 85% of pre-disability earnings (earnings are net of income tax for non-taxable benefits).

“All Sources” include but are not limited to:

- any other group insurance plan including an association plan,
- any automobile insurance plan,
- any retirement income plan, a government plan providing disability income if they receive proof that the initial application, and another application submitted 1 year after the member became totally disabled for those disability benefits, have been declined,
- a policy which is solely an individual disability income policy.

Excluded from “All Sources” are an individual disability provision attached to an individual life insurance policy.

3. Rehabilitation Program

A disabled member engaged in an approved disability program will receive a disability benefit, which will be reduced by 50% of the program remuneration.

4. Limitation and Exclusions

The Long Term Disability benefit will not be paid if disability from:

- intentionally self-inflicted injuries,
- any condition for which the member is not under treatment by a physician,
- committing or attempting to commit a criminal offence,
- civil disorder or war,
- the use of drugs or alcohol unless the member is certified as being actively supervised by and receiving continuing treatment from a rehabilitation center or a provincially designated institution,
- any condition for which a member received medical attention, consultation, diagnosis or treatment, during the 12 months before insured, if the disability is related to this condition and begins with 12 months of the member becoming insured, unless, after becoming insured, the member has been actively working for 3 consecutive months with no absence related to such condition.

5. Schedule of Benefits

The member will become eligible for benefits after they had been continuously and totally disabled throughout the qualifying period of 17 weeks in 2012.

When the member has completed the qualifying period he will receive a monthly benefit of:

- 75% of a maximum monthly benefit of \$4,000.00

The monthly benefit will be reduced by the disability pension receivable by the disabled member under the Canada/Quebec Pension Plan of an initial application and subsequent application following one year of disability, excluding benefits for dependent's children.

Subsequent increases in the disability pension payable under the Canada/Quebec Pension Plan will not further reduce the amount of the monthly benefit.

6. The Council agrees to pay 100% of the premium for the Long Term Disability Insurance.

APPENDIX "B"
HEALTH BENEFITS

Employees should refer to their Employee's Green Shield Benefit Booklet for complete explanations, limitations or exclusions, which may apply. Benefits apply to both employees and their dependents.