



**COLLECTIVE AGREEMENT**

**BETWEEN**

**THE CORPORATION OF  
THE TOWNSHIP OF STIRLING-RAWDON  
(hereinafter called the "Employer")**

**PARTY OF THE FIRST PART**

**- and -**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 907.2**

**(hereinafter called the "Union")**

**PARTY OF THE SECOND PART**

**APRIL 1, 2022 to MARCH 31, 2025**

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## **ARTICLE 1 - PREAMBLE**

1.01 It is the purpose of both parties to this Agreement:

- (a) To maintain and improve harmonious relations and to provide settled and just conditions of employment.
- (b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.
- (c) To encourage efficiency in operations.
- (d) To promote the morale, well-being and security of all employees in the bargaining unit of the Union.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

2.01 The Union agrees that the Employer has the right to manage its affairs, to direct its employees, and to hire, promote, transfer, select, classify or lay-off, to also suspend, discharge or discipline employees for just cause.

2.02 The Employer agrees that these functions shall be executed in a manner consistent with the general purposes and intent of this Agreement and subject to the right of the employee to lodge a grievance as set out herein.

## **ARTICLE 3 - RECOGNITION**

3.01 The Employer recognizes the Canadian Union of Public Employees and Its Local 907 as the sole and exclusive collective bargaining agent for all employees of the Employer at Stirling-Rawdon, save and except Clerk/Administrator, Treasurer, Deputy Clerk, Superintendent and persons above the rank of Clerk/Administrator, Treasurer, Deputy Clerk and Superintendent, and hereby agrees to negotiate with the Union or any of its authorized committees concerning all matters affecting the relationship between the parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them.

### **3.02 Temporary Employees**

- (a) Temporary employees shall be defined as employees hired for:
  - (i) A specific period of time on federal or provincial works programmes; or
  - (ii) A specific period of time as seasonal; or
  - (iii) Replacing a regular employee during temporary absences; or

- 3.02 (a) (iii) a term appointment of no more than six (6) months in length to be in addition to the permanent complement. An extension of an additional two (2) months may occur if the Employer and the Union are in agreement.
- (b) Temporary employees shall be covered by the terms of this Agreement save and except Article 15 (Paid Holidays), Article 16 (Annual Vacation), Article 17 (Leave of Absence), Article 18 (Sick Leave Provisions), Article 19 (Employee Benefits), and Article 22 (Protective Clothing).
- (c) In the event a temporary employee is hired into a full-time position within 60 days of the end of their temporary term, they shall be credited with their seniority for the last preceding term prior to being made permanent provided that this shall only come into effect upon satisfactory completion of their probationary period.
- (d) Temporary employees shall be paid at the start rate of the classification for which they are hired. Temporary employees hired back a second time with the employer shall be paid at the 6-month rate of the classification for which they are hired and the third and successive time they are hired back, they shall be paid at the one year rate of the classification for which they are hired.

3.03 **Permanent Part-Time Employees**

Permanent Part-time employees shall be defined as employees who are regularly employed for less than twenty-four (24) hours per week.

Permanent Part-time employees shall be covered by the terms of this Collective Agreement save and except Article 17, 19.02 and 22.

Article 18 and 19.03 will be pro-rated to reflect the actual time worked.

3.04 **No Other Agreements**

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

3.05 **Work of the Bargaining Unit**

No persons shall perform work normally performed by members in the bargaining unit except for the purpose of declared emergencies, experimentation, training and/or when there are no employees available to perform the work.

3.06 **Contracting Out**

There shall be no contracting out of Bargaining Unit work except for periods of Emergency or if mutually agreed upon by the Parties.

3.07 For the purposes of this contract, a student is defined as a person enrolled in regular full terms at high school, college or university. Any student so employed is covered by the terms of this Agreement, save and except Articles 15, 16, 17, 18, 19 and 22.

It is understood that no student will be employed which will cause the layoff of a regular employee nor will such student be employed while any regular employee who is qualified to perform the work in question is on layoff. It is further understood that no student will be employed to circumvent job postings or to be used as a replacement for a vacancy pending a job posting.

The definition of students as detailed in this Article shall not include those students doing a community placement as a requirement for their high school credits.

**ARTICLE 4 - NO DISCRIMINATION OR HARASSMENT**

4.01 The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, classification, discharge or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, sex or marital status, place of residence, nor by reason of his membership or activity or Local Office held in the Union.

4.02 The Employer, the Union, and employees agree to conduct their affairs in accordance with the Ontario Human Rights Code, and the *Occupational Health and Safety Act*, and further agree that there will be no discrimination, intimidation, harassment, interference, restriction, or coercion exercised or practised with respect to any employee.

4.03 Any claim by an employee, the Union, or the Employer pertaining to a violation of the Constitution of Canada, the Ontario Human Rights Code, the *Employment Standards Act*, the *Occupational Health and Safety Act* and any other applicable legislation, or statute may be the subject of a grievance that shall be processed in accordance with the grievance procedure.

4.04 Harassment in the workplace is defined as engaging in a course of vexatious comments or conduct against another person or persons in the workplace that is known or ought to reasonably be known to be unwelcome.

- 4.05 The Employer agrees that information and training regarding workplace violence and harassment is essential and will work with the Union to ensure bargaining unit members are provided with appropriate information and training about violence and harassment policies and programs, which will include information about applicable legislation.
- 4.06 The parties agree that allegations of workplace violence and harassment should be dealt with in a timely manner. The parties agree that the preferred method of handling complaints is to follow the procedures outlined in the Employer's policy first.
- 4.07 If an allegation(s) pursued under the grievance procedure is against the person who would normally deal with the first step of such a grievance, the next level of supervision will hear the grievance.
- 4.08 Where a complaint is dealt with under the Employer's policy, the timelines for the grievance and arbitration procedures shall be automatically extended until the procedures under the policy have been completed.

## **ARTICLE 5 - UNION MEMBERSHIP**

- 5.01 The parties agree that any employee covered by this agreement may become a member of the Union.

Employees shall not be required or permitted to make any written or verbal agreement with the Employer which conflicts with the terms of this Collective Agreement.

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 deductions. The Employer agrees to provide a copy of the current collective agreement to all new employees and to allow a Union Steward, or designate, 30 minutes of Employer paid time to orient the new employee to the agreement.

- 5.02 **Notice of Employment**

The Employer will provide to the Union a list of all the employees in the bargaining unit. The list will include each person's name, job title/classification, home mailing address, home telephone number (and other available personal telephone numbers, such as cellular numbers), work e-mail and, if available, personal e-mail.

The list will also indicate the employee's work site and employment status (such as full-time, part-time, temporary, seasonal, casual), and if the employee is on a leave of absence, the nature of the leave.

The employee contact list will be provided in an electronic spreadsheet to the Union contact designated by the Local Executive on a quarterly basis.

## **ARTICLE 6 - UNION SECURITY AND UNION DUES**

### **6.01 (a) Union Dues**

It is agreed by the parties hereto that all employees in the bargaining unit will be required to pay an amount equal to the current monthly dues, so long as the Union is the recognized bargaining agent.

It is further agreed that the Employer shall deduct union dues, initiation fees, and/or assessments levied from the wages of all employees who come within the scope of this Agreement, whether a non-member or member. Deductions shall be made from each pay period and shall be forwarded to the Secretary-Treasurer of Local 907, or the National Secretary-Treasurer if so advised by the local, no later than the 15th day of the month following, accompanied by a list of all employees from whose wages the deductions have been made showing the wages from which the deductions were made and whether the employee was full time or part time employed, as well the employee's address and phone number.

The Union is responsible for keeping the Employer informed of the names and addresses of its Officers. The Union shall give the Employer one (1) month's notice of any change in the amount of dues to be deducted.

### **(b) Tax Receipts**

By the end of February of each year, the Employer shall issue to each employee an official receipt indicating the amount of dues deducted in the previous twelve (12) months. This receipt may take the form of entering the amount of dues paid on the employee's annual T-4 statement of earnings.

### **(c) Union Saves Employer Harmless**

The Union hereby saves the Employer harmless from any and all claims, howsoever made or arising, which may be made against the Employer in consequence of the deductions and remittances required by Article 6.01 (b).

## **ARTICLE 7 - CORRESPONDENCE**

7.01 All correspondence that pertains to the Union shall pass to and from the CAO/Treasurer of the Township of Stirling-Rawdon, the Secretary of Local 907, the Unit Chairperson and the assigned Representative of the Canadian Union of Public Employees.

## **ARTICLE 8 - GRIEVANCES**

### **8.01 Recognition of Union Stewards and Grievance Committee**

The Employer acknowledges the right of the Union to appoint or elect two (2) Stewards whose duties shall be to assist any employee in preparing and presenting a grievance in accordance with the grievance procedure.

### **8.02 Steward**

The Union shall notify the Employer in writing of the name of the Stewards before the Employer shall be required to recognize them. The Union agrees that in order to be eligible for election or appointment as Steward, an employee must have acquired seniority in accordance with the provisions of this Agreement.

### **8.03 Permission to Leave Work**

The Union understands and agrees that a Steward is employed to perform work for the Employer and that a Steward will not leave their work during working hours except to perform their duties under this Agreement. No Steward shall leave their work without first obtaining the permission of their immediate supervisor, which permission shall not be unreasonably withheld.

### **8.04 Definition of Grievance**

A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the Collective Agreement or any related statute. A grievance shall be in writing and shall outline the circumstance giving rise to the grievance and the provisions of the Collective Agreement alleged to have been violated.

### **8.05 Grievance Procedure**

The following procedures shall apply for handling complaints and grievances:

#### **STEP 1**

The Employee shall submit a complaint to the Steward, who will discuss the matter with the employee's immediate supervisor.

#### **STEP 2**

Failing satisfactory settlement at Step 1, the Steward shall submit the grievance to the CAO/Treasurer, who shall provide the Union with a written response within ten (10) working days.

#### **STEP 3**

Failing satisfactory settlement at Step 2, the Union may, within the period of a further thirty (30) days, submit the grievance to Township Council.

8.05 Continued

**STEP 4**

Failing satisfactory settlement at Step 3, the Union may, within the period of a further thirty (30) days, submit the grievance to Arbitration as detailed in Article 9.

The aggrieved employee is entitled to be present at all Steps of the grievance procedure.

8.06 **Policy Grievance**

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union or the Employer has a grievance, the grievance will be initiated at Step 2.

A written policy grievance must be presented to the other party by the grievor(s) within twenty (20) working days of becoming aware of the circumstances giving rise to the grievance.

8.07 **Working Day**

The definition of a working day shall be a day other than Saturday, Sunday or Paid Holiday.

8.08 **Replies in Writing**

Replies to grievances, stating reasons, shall be in writing at all stages.

8.09 **Grievance Pay Provision**

Stewards and grievors shall not suffer a loss of pay or benefits while attending to matters which are directly related to the above grievance procedure.

**ARTICLE 9 - ARBITRATION**

9.01 After the grievance period as set out in Article 8 has been exhausted, and before an Arbitration or Board of Arbitration is contacted under this Article, either party may seek the services of a Grievance Mediation Officer to assist in resolving the parties' differences. It is agreed that the services of a Grievance Mediation Officer will only be retained on the written consent of both parties. In the event a Grievance Mediation Officer is appointed, a referral to arbitration shall be delayed until after the grievance Mediation Officer has conducted a meeting of the parties. The parties shall jointly share the expense of the Grievance Mediation Officer.

9.02 Failing settlement to any question raised under the Grievance Procedure, the matter shall be submitted to a sole arbitrator for final resolution. The party submitting the grievance to arbitration may apply to the Minister of Labour through the Office of Arbitration to appoint a sole arbitrator or may consult with the other party to explore the possibility of mutually agreeing to the appointment of a particular sole arbitrator.

- 9.03 The fees and expenses of the sole arbitrator shall be shared equally by the Employer and the Union.
- 9.04 The decision of the arbitrator shall be final and binding upon the Employer, the Union and the employees in the bargaining unit.
- 9.05 The parties to this Agreement may, by mutual consent in writing, extend any of the time limits set out in the grievance and arbitration procedures.

#### **ARTICLE 10 - DISCHARGE, SUSPENSION AND DISCIPLINE**

- 10.01 An employee who has acquired seniority under this Agreement may be disciplined or discharged for just cause. In the event that an employee is disciplined or discharged, such employee shall have the right to discuss the action taken by the Employer with their Steward before being required to leave the Employer's premises. Both the employee and the Union shall be advised as soon as is reasonably possible, in writing, by the Employer of the reason for disciplinary action or discharge.
- 10.02 Disciplinary action to an employee will be removed from the employee's file if no other disciplinary action of a similar nature is taken against the employee for a period of eighteen (18) months.
- 10.03 In the event that a non-probationary employee grieves their discharge, Step 1 of the grievance procedure may be omitted.
- 10.04 **Discharge or Suspension**

A regular employee may be discharged only for just cause and only with the authority of the Township Council.

When an employee is discharged or suspended, they shall be given the reason in the presence of their Steward.

The affected employee and the Union Local shall be subsequently advised in writing of the reason(s) for such dismissal or suspension "as promptly as possible".

- 10.05 The Employer and the Union agree that normally the steps of progressive discipline are as follows:
- (a) oral warning;
  - (b) written warning;
  - (c) suspension;
  - (d) discharge.

#### 10.05 Continued

It is expressly acknowledged that in certain circumstances, the nature of the employee's misconduct or unsatisfactory work performance may warrant a repetition of any of the steps of the progressive disciplinary procedure while at the same time more serious forms of misconduct or unsatisfactory work performance may justify a by-passing of any or all of the steps in the progressive disciplinary procedure.

#### 10.06 **Rules and Regulations**

The Union and employees acknowledge that the Employer may establish reasonable rules and regulations from time to time, provided advance notice of such rules and regulations has been given to both the Union and the employees affected.

### **ARTICLE 11 - SENIORITY**

11.01 Seniority for a full time employee is defined as the length of service in the bargaining unit from last date of hire which includes service prior to the certification of the Union.

11.02 Seniority for a part time employee is defined as the accumulation of hours paid. In no case shall a part time employee be able to accumulate more seniority in a given year than the equivalent of one (1) year of full time seniority.

11.03 Except as otherwise provided in this Agreement, seniority shall be used to determine preference or priority in promotions, lay-off and recall, vacation, hours of work, overtime distribution and job transfer.

#### 11.04 **Seniority in Lay-off and Recall**

A layoff shall be defined as a reduction in the work force or a reduction in the regular hours of work as defined in this agreement.

Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their bargaining unit-wide seniority, provided those who remain are able to meet the normal requirements of the job. Employees shall be recalled in the order of their seniority.

An employee about to be laid off may bump any employee with less seniority, providing the employee exercising the right is qualified to perform the work of the employee with less seniority. The right to bump shall not include the right to bump up.

11.05 Unless legislation is more favourable to employees, the Employer shall notify, in writing, employees who are to be laid off at least 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, the employee shall be paid for the days for which work was not made available.

- 11.06 Seniority, once established for an employee, shall be forfeited and the employee's employment shall be deemed to be terminated under the following conditions:
- (a) If the employee is discharged for just cause and is not reinstated;
  - (b) If the employee quits or retires, and does not rescind the written notice to quit or retire within twenty-four (24) hours;
  - (c) If the employee is absent from work in excess of three (3) regular working days without notifying the Employer, unless such notice was not reasonably possible;
  - (d) If the employee fails to return to work within seven (7) calendar days following a lay-off and after being notified by registered mail to do so, unless the employee was unable to do so by reason of sickness or other just cause;
  - (e) If the employee is laid off for a period longer than eighteen (18) months or the employee's accumulated seniority, whichever is the lesser;
  - (f) If the employee fails to perform any work for the Employer for any reason other than lay-off for a period greater than twenty-four (24) months, except when receiving compensation for an injury arising out of employment with the Township of Stirling-Rawdon, in which case the period referred to above shall be thirty-six (36) months.
- 11.07 A seniority list shall be compiled by the Employer in January and July of each year and prominently posted with a copy being forwarded to the Union.
- 11.08 New employees shall serve a probationary period of three (3) months before acquiring seniority rights under this Agreement save and except Article 11.04. During the probationary period, the termination of a probationary employee shall be at the sole discretion of the Employer. In the event that a new employee successfully completes the probationary period, then that employee's seniority shall be back-dated to the last date of continuous hire or in the case of a part time employee his or her accumulated paid hours.
- 11.09 An employee who accepts a temporary position outside of the bargaining unit shall continue to accumulate seniority for the period they are outside the bargaining unit for up to six (6) months. If the employee remains outside the bargaining unit beyond six (6) months in a temporary position their seniority shall be frozen. The Employer will deduct and remit Union dues, to the amount the employee was paying prior to accepting the temporary position. When the employee returns to the bargaining unit, they shall resume accumulating seniority.
- 11.10 An employee who accepts a permanent position outside the bargaining unit shall have their seniority frozen for a period of six (6) months. If the employee remains outside of the bargaining unit beyond the six (6) month period they shall lose their seniority.

## **ARTICLE 12 - JOB POSTINGS AND STAFF CHANGES**

- 12.01 When a vacancy occurs or a new position is created inside the bargaining unit, the Employer shall notify the Union in writing, post the position internally, and post the notice of the position on the bulletin boards for a minimum of one (1) week.
- 12.02 Each job posting shall contain the following information:
- Nature of position, qualifications, required knowledge and education, skills, shift, wage or salary rate or range, and when the duties and responsibilities will commence.
- 12.03 In selecting a suitable applicant, the Employer shall consider the qualifications, skill and ability of all applicants. When these factors are relatively equal between two or more candidates, the senior employee shall be given the job. If no suitable application is received, the Employer reserves the right to hire.
- 12.04 Should a successful applicant be found incapable of performing the duties of the available position or should the employee find the position unsuitable, then the applicant shall be returned to their former position at the end of a thirty (30) day trial period which immediately follows the date of appointment. In such cases, the Employer may appoint one of the applicants for the initial posting or, if no suitable applicant remains, may hire from external sources.

## **ARTICLE 13 - HOURS OF WORK**

- 13.01 The normal daily hours for the outside workers shall be eight (8) hours per day, forty (40) hours per week, commencing at 7:00 a.m. to 3:30 p.m., with a one-half (½) hour unpaid lunch break, or covering such other daily shift as may be agreed to from time to time between the parties. A shift premium in the amount of two dollars and fifty cents (\$2.50) per hour shall apply to all hours worked between 6:30 p.m. and 7:00 a.m. Management reserves the right to adjust these normal hours of work from time to time, provided the employees affected are given at least 48 hours' notice of the adjustment.
- If, due to operational requirements, a lunch break cannot be taken at an appropriate time during the shift, an Employee may take the one-half (1/2) hour lunch break entitlement at the end of their shift upon the approval of the appropriate Manager.
- 13.02 The normal daily hours of work for the office employees shall be seven (7) hours per day, thirty-five (35) hours per week, from 8:30 a.m. to 5:00 p.m., with a one (1) hour unpaid lunch break, or covering such other daily shift as may be agreed from time to time between the parties. As much as possible, individual preferences as to scheduling a shift will be accommodated as determined by the service needs of the office and with the written approval in advance of the immediate supervisor. Such individual schedule shall be for a six (6) month period recognizing the core office hours requiring staff coverage are from 9:00 a.m. to 4:30 p.m.

13.03 The normal hours of work for all roads and water and wastewater employees from the pay period containing April 15<sup>th</sup> to the pay period containing September 15<sup>th</sup> shall be forty (40) hours per week consisting of four (4) nine (9) hour shifts Monday to Thursday 7:00 a.m. to 4:30 p.m. and one four (4) hour shift on Friday from 7:00 am to 11:00 am.

13.04 **Rest Periods**

All employees shall be entitled to a fifteen (15) minute rest period in each half of every work day, and after two (2) hour's overtime. Such rest periods shall be scheduled so as not to interfere with service to the public.

**ARTICLE 14 - OVERTIME AND SPECIAL DUTIES**

14.01 Employees shall not be paid for or required to perform any overtime that is not approved by their supervisor.

14.02 Approved overtime, at the rate of one and one-half (1½) times the employee's regular hourly rate of pay, will be paid for all work performed in excess of forty (40) hours of work per week in the case of the outside employees, and thirty-five (35) hours per week in the case of the office employees.

Notwithstanding the above, all hours worked on Saturdays and Sundays will be paid at one and one-half (1½) times the employee's regular hourly rate of pay and all hours worked on Paid Holidays will be paid in accordance with Article 15.02.

Overtime will be distributed on an equitable rotating basis, beginning with the most senior qualified Employee. The Employer shall keep a list of the overtime distributed available to the Union upon request.

14.03 In lieu of payment for overtime, an employee may elect to accumulate such hours with the supervisor's permission to provide for subsequent time off with pay on the basis that one (1) hour worked will provide one and one-half (1½) hours of time off with pay. Notice of election to accumulate overtime for subsequent time off shall be given to the employee's supervisor in time for the processing of payroll for each pay period. The accumulation of time off for overtime shall not exceed eighty (80) hours, and the scheduling of such time off shall be mutually agreeable to both the Employer and the employee. Any such accumulated lieu time, which has not been taken, shall be paid to the employee by December 31<sup>st</sup> of the year in which such hours were earned.

14.04 **Standby Time**

- (a) An employee who is required to remain available on standby for water and sewer duties, from 3:30 p.m. Friday to the same time the following Friday shall receive a flat rate of three hundred (\$300.00) dollars as standby pay.

An Employee who is required to remain available on call for Winter Plowing duties, from 3:30 p.m. Friday to the same time the following Friday shall receive a flat rate of two hundred (\$200.00) dollars as standby pay.

A Working Foreperson who is required to remain available on standby from 3:30 p.m. Friday to the same time the following Friday shall receive one hundred and fifty (\$150.00) dollars-per week.

- (b) An employee who is required to remain available for duties on standby on a Paid Holiday as outlined in Article 15 shall receive in addition to the flat rate payment in 14.04 (a) above, fifty (\$50.00) dollars per Holiday on standby as compensation.
- (c) Employees on standby for water and sewer duties will rotate every third (3rd) week and the parties agree to schedule for six (6) month period posted one (1) month in advance (i.e., July 1 to December 31 will be posted May 30).

14.05 **Attendance**

An employee unable to report for duty on a work day shall notify their office of that fact within one (1) hour after the beginning of work unless department rules require an earlier reporting time.

14.06 **Call Back**

All employees who are called back and required to work outside their regular working hours shall be paid at overtime pay with a minimum allowance of three (3) hours and shall be paid from the time they leave home to report for work until they arrive home directly from work.

- 14.07 All employees who are contracted out or assigned to other areas or departments within the Corporation shall be considered to be Union members and such time shall be calculated for the purposes of vacation, sick leave and RRSP's and seniority within the bargaining unit.

14.07 **Breaches to Overtime Distribution**

In the event an error is made by the Employer in distributing overtime, the employee who should have received the overtime shall be paid for all hours lost if said breach is brought to the attention of the Employer within forty-eight (48) hours.

- 14.08 Labourers can run the Sidewalk Machine and One-ton truck and shall be appropriately compensated at Operator wage for this work during the winter months.

14.09 **Meal Allowance**

A meal allowance of up to a maximum of ten dollars (\$10.00) will be paid upon submittal of a receipt, after a ten (10) hour shift in the winter and after a twelve (12) hour shift in the summer.

**ARTICLE 15 - PAID HOLIDAYS**

15.01 The following shall be recognized as paid holidays:

New Year's Day	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday	Last one-half (½) day before Christmas Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	Last one-half (½) day before New Year's Day
Labour Day	Family Day

and any other day that may be declared a holiday by the Township Council.

15.02 An employee who works on a holiday referred to in Article 15.01 shall receive double time (2X) the employee's regular hourly rate for all hours worked during such holiday.

15.03 Where a holiday falls on a non-working day for an employee, the holiday shall be re-scheduled on a day mutually agreed to by the employee and the Employer. If no such agreement can be reached, the holiday shall be added to the employee's next vacation.

If a holiday falls during an employee's vacation, the holiday shall be added to the employee's vacation period.

15.04 When any of the holidays set out in Article 15.01 fall on a Saturday or a Sunday, employees shall be entitled to the preceding Friday or the succeeding Monday, which shall be agreed to by mutual consent between the Employer and the Union.

**ARTICLE 16 - ANNUAL VACATION**

16.01 **Length of Paid Vacation Entitlement**

An employee shall be entitled to paid vacation in accordance with years of service as follows:

From date of hire until an employee's third (3<sup>rd</sup>) anniversary: two weeks

From the third (3<sup>rd</sup>) anniversary until an employee's eighth (8<sup>th</sup>) anniversary: three weeks

From the eighth (8<sup>th</sup>) anniversary until an employee's fifteenth (15<sup>th</sup>) anniversary: four weeks

From the fifteenth (15<sup>th</sup>) anniversary until an employee's twenty-fifth (25<sup>th</sup>) anniversary: five weeks

From the twenty-fifth (25<sup>th</sup>) anniversary onwards: six weeks

16.02 Normally, paid vacation days shall not be taken before they are earned but, where an employee is permitted to take vacation in advance and subsequently terminates employment, the Employer shall be entitled to recover the overpayment of vacation pay from the employee's final pay.

16.03 The employees shall advise their supervisor no later than April 15 of each year as to their desired choice of vacation period. Where there is a conflict among the employees, the most senior employee will have their choice. All vacation choices are subject to the Employer's right to schedule vacations so as not to interfere with the efficiency and requirements of the operation of the Employer.

An employee who fails to advise of vacation preference on or before April 15 shall not be able to exercise seniority rights in selecting a vacation period for that calendar year.

16.04 Permanent part-time employees may request four percent (4%) vacation pay in lieu of vacation entitlement.

The four percent (4%) vacation pay will be paid the last pay period of the calendar year.

16.05 An employee who is hospitalized or has been under a doctor's care for illness during their scheduled vacation shall have such time lost from vacation paid as sick leave and the vacation with pay lost shall be rescheduled at a later date.

## **ARTICLE 17 - LEAVE OF ABSENCE**

17.01 Where permission has been granted to representatives of the Union to leave their employment temporarily in order to carry on negotiations for a renewal of this Collective Agreement with the Employer, or with respect to a grievance, such employees shall not suffer a loss of pay for such time.

### **17.02 Leave for Union Events**

Upon ten (10) working day's notice to the Employer, leave of absence without pay or loss of seniority shall be granted to an employee who is elected or appointed to represent the Union at functions outside the workplace.

Such leave shall not exceed a total of ten (10) days per year for the whole bargaining unit, nor shall they involve more than one (1) employee at one time. The Union may request such additional time and/or employees as required from time to time and such requests shall not be unreasonably denied.

**17.03 Bereavement Leave**

All permanent employees who are required to absent themselves because of a death in the immediate family will receive leave with pay as follows:

Spouse, child, parent, grandchild, brother or sister	-5 working days
Grandparents, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law or daughter-in-law	- 3 working days
Attendance at the funeral of an aunt, uncle, niece or nephew	- 1 working day

It is understood that all of the above also include step and foster family. When the employee is required to travel outside the Township of Stirling-Rawdon, the employee may be granted additional bereavement leave with pay upon approval by the Employer.

An employee who has to use Bereavement Leave during a period of Vacation shall have that portion of Vacation considered Bereavement Leave.

One (1) of the days above may be deferred for use up to a year from the time of death for a scheduled memorial service.

**17.04 Jury and Witness Duty Leave**

An employee summoned for Jury Duty or subpoenaed as a Crown witness shall be allowed the necessary time off work for such service and shall be paid at the employee's straight time hourly rate for normally scheduled hours of work missed as a result of the Jury Duty or attendance as a Crown witness provided the employee pays to the Employer any fees received by the employee for such service, excluding payment for travelling, meals or other expenses. The employee will present proof of service and the amount of pay received.

**17.05 Special Leave**

Special leave with pay for periods not over five (5) working days at one time, or in total during one (1) calendar year, may be granted by the Employer to attend professional conferences or short courses associated with the employee's duties. Such leave shall be approved by the Council of the Employer.

Special leave with partial pay, as may be determined and approved by the Council of the Employer, for a period beyond five (5) working days and not over thirty (30) working days, may be granted to attend training or educational courses associated with the employee's duties. Such special leave shall not be granted more often than once in three (3) years of employment.

Special leave without pay may be granted by the Employer for periods over thirty (30) days but not over nine (9) months to attend courses in a recognized education institute. Such leave must be approved by the Council.

17.05 Continued

**Special Leave in Exceptional Circumstances**

Special leave with pay may be granted in exceptional circumstances not covered above. Exceptional circumstances are defined as unforeseen or emergency situations affecting the employee and their immediate family. It must be approved by the Council of the Employer.

Periods of leave without pay in excess of thirty (30) working days shall not be credited for purposes of:

1. Service credit towards completion of probation.
2. Annual vacation accrual.

17.06 **Pregnancy/Parental Leave**

Pregnancy/Parental leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision.

The period of leave will be considered as continuous service for purpose of seniority, length of vacation entitlement and annual increments. During an employee's pregnancy leave, adoption leave or parental leave, the Employer shall continue to make the Employer's contributions for benefits under Article 19 of the current collective agreement unless the employee gives the Employer a written notice that the employee does not intend to pay their contributions, if any.

Employees returning from pregnancy leave, adoption leave or parental leave shall be returned to their former position if it still exists, or to a comparable position if the employee's former position no longer exists. The employee shall not be entitled to any sick leave benefits during leave of absence for pregnancy.

The employee shall give written notification two (2) weeks prior to the commencement of the leave of her request for leave together with her expected date of return. At such time, she shall also furnish the Employer with her doctor's certificate as to pregnancy and expected date of delivery.

Employees may terminate a pregnancy leave, adoption leave or parental leave upon two (2) week's notice to the Employer.

**ARTICLE 18 - SICK LEAVE PROVISIONS**

18.01 **Sick Leave Defined**

Sick leave means the period of time an employee is absent from work, with or without full pay, by virtue of being sick or disabled or under the examination or treatment of a physician, chiropractor, or dentist, or because of an accident for which compensation is not payable under the Workplace Safety and Insurance Act. Sick leave credits shall not be used in lieu of any authorized leave of absence, including vacation entitlement.

## **18.02 Sick Leave Credits and Compensation**

- (a) All employees shall be granted eight (8) sick days leave per annum, commencing January 1 of each year. Newly hired employees during the calendar year shall have their sick leave credits for the calendar year pro-rated accordingly. The employee shall be paid out half the unused portion of any sick leave in each and every year. Paid sick leave shall be granted (to the extent of an employee's credits existing at the time of accident) for a bona fide injury or illness giving rise to a WSIB claim. Once WSIB benefits are received, the employee shall repay the Employer for the sick leave credits used while awaiting approval of the WSIB claim, and the Employer shall restore those credits to the employee's sick leave account. An additional three (3) days annually may be used as Personal Days as required by the Employee and documentation shall not be requested. Personal Days are to be approved by the appropriate manager and such approval will not be unreasonably withheld. Personal days shall not be paid out as outlined above. Personal Days are not to accrue and are to be used for emergency purposes.
- (b) Employees shall not be permitted to accumulate unused sick leave time from one calendar year to the next. Existing employees who have accumulated sick leave credits in a sick leave bank will have those credits frozen at the level existing at ratification of this agreement. Employees may draw on their sick leave banks where permitted by the collective agreement.
- (c) Upon termination of employment an employee shall receive fifty (50%) percent and on retirement, an employee shall receive seventy-five (75%) percent of their accumulative sick leave in pay at their per diem rate of pay during the last week of their employment or at the average of their per diem rate of pay over the five (5) year period immediately preceding the termination of their employment or retirement, whichever is greater.
- (d) At the time of the employee's death, retirement or termination, any sick leave credits owing to the employee shall be paid to his or her estate as the case may be.

## **18.03 Proof of Illness**

An employee shall report their illness during the first day in which such employee is absent from work. Any sick leave in excess of three (3) consecutive days shall not be honoured unless a certificate from a duly qualified medical practitioner is provided to the employee's supervisor.

## **18.04 Short Term Disability Plan (Weekly Indemnity)**

The employer will provide, and the employee shall pay the premiums, for a short term disability plan that will provide for seventeen (17) weeks' coverage commencing on the eight (8<sup>th</sup>) day of consecutive illness or on the first day of accidental injury, either of which cause you to become totally disabled at the rate of sixty-six and two-thirds percent (66 2/3%) of weekly earnings up to a maximum of one thousand and twenty five dollars (\$1025.00).

#### 18.04 Continued

Forms must be received by the insurer no later than thirty (30) days after your total disability begins.

The current STD plan must remain in effect until agreement with the union is obtained to change any component of it. At the request of the union, the employer will engage in a review of the plan with the objective of keeping the costs to a minimum for the employees.

#### 18.05 Long Term Disability Plan

The employer will provide, and the employee will pay the premiums for, a long term disability plan with an elimination period of no more than one hundred and twenty (120) days should the employee become totally disabled, and a two (2) year own occupation period. The plan will pay sixty-six and two thirds percent (66 2/3%) of your monthly basic earnings up to a maximum of five thousand dollars (\$5000.00).

The current LTD plan must remain in effect until agreement with the union is obtained to change any component of it. At the request of the union, the employer will engage in a review of the plan with the objective of keeping the costs to a minimum for the employees.

#### 18.06 Family Illness

All employees, who are required to absent themselves to personally care for a member of their immediate family (defined as spouse, son, daughter, father, mother, brother, sister, grandparents, mother-in-law, father-in-law, brother-in-law, sister-in-law, or any relative living with the employee), shall be permitted to use their accumulated sick leave credits up to a maximum of five (5) days on any one (1) occasion. Any absence beyond five (5) days per occasion shall be charged as leave without pay.

#### 18.07 Time Off

Time off for appointments with a doctor, dentist, or for other health related appointments shall be booked as sick leave.

### ARTICLE 19 - EMPLOYEE BENEFITS

19.01 The Employer agrees to pay one hundred percent (100%) of the premium cost required to provide each employee and their family with coverage by the Employer Health Tax.

19.02 The Employer agrees to pay one hundred percent (100%) of the premium cost required to provide each employee and their family with the following benefit coverage:

- (i) Extended Health Care Plan-that includes a Drug Card for generic drug only plan
- (ii) Group Life Insurance in the amount of twice annual salary. (Employee only; to a maximum of \$200,000.00)

19.02 Continued

- (iii) Accidental Death and Dismemberment (Employee only)
- (iv) Basic Dental Plan with complete exams every twenty-four (24) months and recall exams every five (5) months
- (v) Vision Care that provides four hundred and fifty dollars (\$450) maximum coverage plus one (1) eye exam in a twenty-four (24) month period
- (vi) Paramedical Services the Employer agrees to pay one hundred percent (100%) of the costs up to a maximum of five hundred dollars (\$500) per person per specialty in a benefit year for the paramedical specialists listed below:
  - Licensed psychologists or social workers
  - Licensed massage therapists
  - Licensed speech therapists
  - Licensed physiotherapists
  - Licensed naturopaths
  - Licensed acupuncturists
  - Licensed audiologists
  - Licensed dieticians
  - Licensed occupational therapists
  - Licensed osteopaths or osteopathic practitioners, including a maximum of one (1) x-ray examination each benefit year.
  - Licensed chiropractors, including a maximum of one (1) x-ray examination each benefit year.
  - Licensed podiatrists or chiropodists, including a maximum of one (1) x-ray examination each benefit year.

**Note:** Prescription safety glasses damaged in the performance of an employee's duties shall be replaced at the Employer's expense.

19.03 **OMERS Contribution**

All full time and part time employees shall be enrolled in the Ontario Municipal Employees Retirement System (OMERS). The employees and the Employer shall make contributions as required by OMERS.

As a condition of employment all newly hired employees who have completed their probationary period shall enrol in OMERS.

19.03 Continued

Employees who have opted to enrol in OMERS shall have the option of having their previous RRSP contributions frozen until retirement or transferring their current RRSP balance to purchase service from OMERS.

Notwithstanding the above, employees who have opted to remain in the RRSP Contribution Plan shall be subject to the conditions prescribed below.

19.04 It is understood and agreed that the only obligation of the Employer under this Article is to pay the appropriate premium for the particular coverage listed therein. It is further understood and agreed that the Employer is not an insurer as to any benefits available, and the exact terms of coverage and eligibility therein must be ascertained from the provisions of the particular policies of insurance listed therein.

19.05 All benefits shall remain providing coverage as at the ratification of this collective agreement and should there be a necessity to revisit the coverage or the premiums during the term of this collective agreement, the union must be in agreement with any changes the employer wishes to make.

**ARTICLE 20 - RELIEVING IN OTHER GRADES**

20.01 (a) If a probationary or permanent employee is temporarily transferred from their normal position to a position within in the bargaining unit of a higher grade for more than one (1) working day, they shall receive the rate of the new grade for the full period worked in it.

(b) Any work on the sidewalk machine or one-ton truck during the winter months beyond four (4) hours shall be compensated at Operator rate of pay.

**ARTICLE 21 - TRAVEL AND TRANSPORTATION**

21.01 The Employer shall pay approved travel expenses of an employee on any authorized travel in connection with official business. Such expenses shall be approved by the Council.

**ARTICLE 22 - PROTECTIVE CLOTHING**

22.01 (a) The Employer will provide a safety boot allowance up to three hundred and fifty (\$350.00) dollars per annum to those persons permanently employed in the positions which require safety footwear (i.e., all outside positions) upon proof of purchase.

(b) The Employer will provide rubber boots with safety toes, work gloves, coveralls, winter coats, all safety flashed clothing and smocks as required.

- 22.01 (c) The employer will provide five hundred dollars (\$500.00) for employees to purchase other clothing as needed to perform their job.
- (d) The Employer agrees to maintain a supply of disposable coveralls and gloves for the purposes of roadkill removal and allow ample time for clean up of both vehicles and the Employee, with appropriate cleaning supplies. These items will be signed out by Employees for the purpose of inventory tracking.

## **ARTICLE 23 – RESIGNATION AND RETIREMENT**

### **23.01 Resignation**

A full-time employee who resigns shall submit their resignation in writing to the Employer and give at least two (2) week's notice. The Employer may shorten or waive the notice period at their discretion.

## **ARTICLE 24 - GENERAL PROVISIONS**

### **24.01 Training**

Employees will be given suitable training as deemed necessary by the Council of the Employer to improve their effectiveness in current assignments and prepare them for broader usefulness to the Township of Stirling-Rawdon.

The Employer shall pay the full cost of any course of instruction approved by the Employer for an Employee to better address the requirements of their own job or desired job. For example, a Labourer who expresses interest in becoming a Driver. Such approval shall not be unreasonably withheld. Payment shall be made upon proof of successful completion of the course.

In order to provide opportunity for advancement from the position of Labourer to Driver, labourers who express interest in obtaining DZ licence shall receive assistance from the employer to practice required skills and the employer shall reimburse the employee for the full cost of obtaining such licence, (as per 24.06).

### **24.02 Engaging Union Representative**

The Union shall have the right at any time to have the assistance of a Representative of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such Representative shall have access to the Employer's premises in order to investigate or assist in the settlement of a grievance at a time agreeable to the Employer.

In recognition of the composition of the Union Local, the Employer agrees that members may be assisted on occasion by local members not employed by the Township. When such assistance is required, permission will be obtained from the Chief Administrative Officer, or designate, to access the premises.

24.03 **Bulletin Boards**

The Employer shall provide one (1) bulletin board in the main office and one (1) bulletin board in the Road's office upon which the Union may post notices of meetings, elections, and the results of such elections. Other notices which the Union may wish to post shall be subject to the prior approval of the Clerk/Administrator.

24.04 **Job Classifications and Reclassifications**

The Employer agrees to draw up job descriptions for all positions for which the Union is bargaining agent. These descriptions shall be presented and discussed with the Union and shall become the recognized job descriptions unless the Union presents written objection within thirty (30) days. If such objection cannot be resolved, the issue may be subject to grievance and arbitration.

The Employer shall prepare a new job description whenever a job is created or whenever the duties of a job change. When the duties of any job are changed or increased, or where the Union and/or an employee feels a job is unfairly or incorrectly classified, or when a new job is created or established, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the reclassification and/or rate of pay for the job in question, such dispute shall be submitted to grievance and arbitration for determination. The new rate shall become retroactive to the time the new position was first filled by the employee or the date of change in job duties.

24.05 **Licence Fees**

With the exceptions of an employee's own driver's licence, the Employer shall reimburse employees for the renewal of licences and endorsements which are required in the performance of their duties.

24.06 All employees shall have and maintain valid licences and endorsements related to their work. An employee shall be responsible to report the loss of any licences and/or endorsements to the Employer. Failure of an employee to maintain their required licences and/or endorsements shall result in the employee being laid off. Provided the employee has not lost seniority and has reacquired their licences and/or endorsements, they shall be recalled to these positions.

24.07 **Labour Management Committee**

It is agreed that a Labour Management Committee will be established with the Outside Vice-President and Steward from the Union and the CAO, Mayor, and Deputy Mayor from the Employer. This Committee shall meet no less than every six (6) months or at such other times as mutually agreed between the Union and the Employer. At least one (1) week prior to any meeting, the Union and the Employer shall exchange an agenda of those items proposed to be discussed at a Committee meeting. The purpose of Committee meetings will be to discuss and resolve issues on the agenda which are of mutual concern relating to bargaining unit concerns and employee issues which are not the subject matter of any outstanding grievances or collective bargaining.

24.07 Continued

Labour Management Committee meetings will be held during normal working hours and Union Representatives shall not suffer any loss of pay for attendance at Committee meetings. Minutes of the meetings shall be taken by Management and distributed back to all members of the Committee for approval by signature.

24.08 **Merger and Amalgamation**

- (a) In the event that the Employer should merge, amalgamate or combine any of its operations or functions with any other Municipality or organization, the Employer shall provide the Union and affected employees at least six (6) months' notice. At the time of notice, the Employer shall also provide the Union with all relevant particulars pertaining to the merger.
- (b) Upon such notification, the Parties agree to meet to discuss potential impacts on the employees of the Bargaining Unit. These discussions shall include but are not limited to pertinent financial and staffing implications.
- (c) The Employer agrees that in the event the Employer merges, amalgamates or combines any of its operations or functions with any other Municipality or organization, that it shall use its best efforts to obtain an agreement that will preserve the rights of its employees.

**ARTICLE 25 - PAYMENT OF WAGES AND ALLOWANCES**

25.01 All timesheets must be fully completed, signed and turned in to management by three o'clock (3:00) p.m. on the last Friday of the pay week.

25.02 **Wages**

The Employer shall pay the wages and salaries in accordance with Schedule "A" attached hereto which forms part of this Agreement.

Hardcopies to be provided within one (1) week of payment or Electronic pay stubs to be made available on the day of payment.

**ARTICLE 26 - DURATION**

26.01 This Agreement shall continue in full force and effect from April 1, 2022 until March 31, 2025 and shall continue automatically thereafter for annual periods of one (1) year unless either party notifies the other in writing during the period of ninety (90) days preceding the expiry of this Agreement that it desires to amend or terminate this Agreement.


IN WITNESS WHEREOF each of the parties hereto have caused this Agreement to be signed by

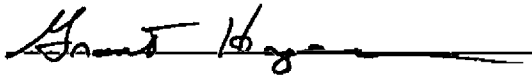
their duly authorized signing officers this 6<sup>th</sup> day of June, 2022.

SIGNED ON BEHALF OF  
THE CORPORATION OF THE  
TOWNSHIP OF STIRLING-RAWDON

SIGNED ON BEHALF OF  
THE CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL 907.2

  
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Roxanne Deacons  
\_\_\_\_\_

Michael Dethlefs  
\_\_\_\_\_

  
\_\_\_\_\_

**TOWNSHIP OF STIRLING RAWDON**

**And**

**CUPE LOCAL 907-2**

**FULL-TIME/PERMANENT PART-TIME/TEMPORARY EMPLOYEES**

**SCHEDULE "A" – WAGES-HOURLY RATES**

<b>JOB CLASS</b>	<b>APR. 1, 2022 3.00%</b>			<b>APR. 1, 2023 2.25%</b>			<b>APR. 1, 2024 2.25%</b>		
	<b>Start</b>	<b>6 Month Rate</b>	<b>1 Year Rate</b>	<b>Start</b>	<b>6 Month Rate</b>	<b>1 Year Rate</b>	<b>Start</b>	<b>6 Month Rate</b>	<b>1 Year Rate</b>
Labourer	\$19.25	\$20.09	\$21.03	\$19.68	\$20.54	\$21.51	\$20.13	\$21.00	\$21.99
Waste Attendant	\$20.02	\$20.90	\$21.89	\$20.47	\$21.37	\$22.38	\$20.93	\$21.85	\$22.88
Receptionist	\$21.14	\$22.04	\$23.08	\$21.61	\$22.54	\$23.60	\$22.10	\$23.05	\$24.13
EDO	\$21.14	\$22.04	\$23.08	\$21.61	\$22.54	\$23.60	\$22.10	\$23.05	\$24.13
Admin Assistant	\$21.14	\$22.04	\$23.08	\$21.61	\$22.54	\$23.60	\$22.10	\$23.05	\$24.13
PSB Secretary	\$21.14	\$22.04	\$23.08	\$21.61	\$22.54	\$23.60	\$22.10	\$23.05	\$24.13
Operator	\$23.94	\$24.98	\$26.15	\$24.48	\$25.54	\$26.74	\$25.03	\$26.11	\$27.34
Operator w/ W&S	\$23.94	\$24.98	\$26.15	\$24.48	\$25.54	\$26.74	\$25.03	\$26.11	\$27.34
Operator/Lead Hand 1	\$23.94	\$24.98	\$26.15	\$24.48	\$25.54	\$26.74	\$25.03	\$26.11	\$27.34
Working Foreman	\$24.97	\$26.07	\$27.30	\$25.53	\$26.66	\$27.91	\$26.10	\$27.26	\$28.54
Operator/Lead Hand 2	\$26.02	\$27.15	\$28.44	\$26.60	\$27.76	\$29.08	\$27.20	\$28.39	\$29.73

**POSITION:**      **STUDENT WAGE – UNDER 18 - \$14.10 OR PER ESA**  
**STUDENT WAGE – 18 AND OVER - \$15.00 OR PER ESA**

Water Licence Class 1 – Additional \$1.00 per hour for hours worked that require licence

Water Licence Class 2 – Additional \$2.00 per hour for hours worked that require licence



