

COLLECTIVE AGREEMENT

Between

**THE CORPORATION OF THE TOWNSHIP
OF SOUTH GLENGARRY**
(hereinafter called the “Employer”)
party of the first part



And

**CANADIAN UNION OF PUBLIC EMPLOYEES
Local 3089**
(hereinafter called the “Union”)
party of the second part

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

May 1, 2022 to April 30, 2027

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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 settled conditions of employment between the Employer and the Union.
 - 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.
 - e) To ensure the provision of services to the public in the most efficient and cost effective manner.

DEFINITIONS

- 1:02 a) Any and all references to the word «Union» throughout this Agreement shall be taken to mean the Canadian Union of Public Employees and its Local 3089.
- b) Any and all references to the word «Employer» throughout this Agreement shall be taken to mean the Corporation of the Township of South Glengarry.

ARTICLE 2 – MANAGEMENT RIGHTS

- 2:01 The Union recognizes and acknowledges that the management of the operations and the direction of the working forces are fixed exclusively with the Employer except as specifically limited by the Agreement and without limiting the generality of the foregoing, the Union acknowledges it is the exclusive function of the Employer to:
- (a) Maintain order, discipline and efficiency and in connection therewith; to make, alter and enforce from time-to-time rules and regulations, policies and practices to be observed by its employees; discipline or discharge employees, provided that an employee who has acquired seniority rights shall have the right to grieve that any discipline or discharge is without just cause;

- (b) Select, hire, transfer, assign to shifts, promote, demote, classify, layoff, or recall select employees for positions excluded from the bargaining unit;
- (c) Establish and administer tests for the purposes of assisting the Employer in determining an employee's qualifications, and require medical examinations to be performed by a medical practitioner mutually satisfactory to the Employer and the employee, at the cost of the Employer, for the purposes of determining that employees are capable of performing the duties and responsibilities of the employee's assigned job, it being understood that the medical practitioner will only certify whether the employee is medically fit or unfit to perform the employee's assigned job. It is agreed that the Employer will act in a fair and reasonable manner.
- (d) Determine the location of operations, their expansion or their curtailment, the direction of the working forces, schedules of operation, job content, quality standards, the establishment of work or job assignments, establish necessary qualifications of any employee to perform any particular job; the nature of the tools, equipment and machinery to be used and to use new or improved methods, machinery and equipment, change or discontinue existing tools, equipment, machinery, methods or processes; to decide on the number of employees needed by the Employer at any time, the number of hours to be worked, starting and quitting times, and when overtime shall be worked.

ARTICLE 3 – RECOGNITION AND NEGOTIATION

3:01 The Corporation of the Township of South Glengarry recognizes the Canadian Union of Public Employees and its Local 3089 as the sole and exclusive collective bargaining agent for all employees of the Corporation of the Township of South Glengarry, save and except the **Chief Administrator Officer, General Managers, Fire Chief, Directors, Managers, Administrative Assistant, and any persons above the rank of Supervisor. The Economic Development and Communications Officer, the Human Resources Advisor, Deputy Clerk, Deputy Treasurer, Deputy Fire Chief, Chief Building official, Deputy Chief building official and contract employees**, 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 Work of the Bargaining Unit

Persons who are not in the bargaining unit shall not perform work of any jobs which are included in the bargaining unit, except in cases of emergencies when bargaining unit employees are not available provided it does not result in the layoff or reduction of regular hours of work of bargaining unit employees.

3:03 No Other Agreements

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

ARTICLE 4 – DISCRIMINATION**4:01 Employer Shall Not Discriminate**

The Employer and the Union agree that there shall be no discrimination, coercion, or intimidation against any employee because of an employee's union activities or lack of union activities. The Employer and the Union agree that there shall be no discrimination against any employee by either party to this Agreement as prohibited by the Ontario Human Rights Code, or by place of residence.

ARTICLE 5 – UNION MEMBERSHIP REQUIREMENTS**5:01 Employees to be Members**

Any employee who is eligible for membership, commencing on the day of employment, shall, as a condition of continued employment, become and remain a member in good standing in the Union.

5:02 Notice of Employment

The Employer shall provide the Union with the name of the employee whose employment is subject to the provisions of this Collective Agreement within the initial thirty (30) days of employment, and such notice is to state date of commencement and job classifications.

ARTICLE 6 – CHECK-OFF UNION DUES**6:01 Check-Off Payments**

The Employer shall deduct from every employee any monthly dues, in accordance with the Union Constitution and/or By-laws, which are owed by the employee to the Union. The Union shall give the Employer no less than one (1) month's notice of any change in union dues or assessment.

6:02 Deductions

Deductions shall be made from each payroll and shall be forwarded to the Secretary-Treasurer of the National Union with a copy to the Secretary-Treasurer of the Local not later than the last day of the month, accompanied by a list identifying the names of the employees from whose wages the deductions have been made, the hours of work and hourly rate for each employee, together with any notified change of address for any such employees.

6:03 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 Articles 6:01 and 6:02.

6:04 Acquaint with 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 Check-off. A copy of the Collective Agreement shall be given to all new employees.

ARTICLE 7 – CLASSIFICATION OF EMPLOYEES**7:01 Permanent Employees**

A permanent employee is an employee within the bargaining unit who has satisfactorily completed his/her probationary period of employment in accordance with Article 7:03 (a) or been placed on the permanent staff list by the Employer. Permanent employees are as follows:

a) Full-Time

An employee who has obtained a permanent full-time position and who regularly works the full-time hours of work per week for his/her job classification as defined in Article 16.01.

b) Part-Time

An Employee who has obtained a permanent part-time position and who is regularly scheduled to work twenty-one (21) or more hours per week for his/her job classification.

These employees work less than full-time hours on a regular basis and are excluded from Articles 16:01 (a), (b), and (c).

Unless otherwise specified in the Collective Agreement or provided by law, all provisions of this Agreement shall be applicable to a part-time employee.

Note:

An employee who works in more than one part-time position, within the same or a different classification, shall not be deemed to hold a permanent full-time position because the collective hours are equal or exceed a full-time equivalent position.

The collective hours of work for such a part-time employee shall not exceed forty-four (44) hours per week.

Notwithstanding Article 17, overtime provisions shall be applicable after the regularly scheduled hours of work per day and/or the work week for each individual position within a classification. All hours in excess of forty-four (44) hours per week when combined for both part-time positions shall also constitute overtime.

7:02 Temporary Employees

A temporary employee is an employee within the bargaining unit who has satisfactorily completed his/her probationary period of employment, in accordance with Articles 7:03 (b) and/or (c), and does not hold a permanent status as defined in Article 7:01 (a) and (b).

Temporary employees are as follows:

- i) **Seasonal**
Employees within the bargaining unit who work on a seasonal basis where the duration of the work is consistent with the nature of the work hired to perform, on a regular basis, the hours of work per week for their job classification as defined in Article 16:01, from the first Monday of December to the last Friday of March.
- ii) **Casual**
Employees within the bargaining unit who are employed on a daily or day-to-day basis, as needed.
- iii) **Leave Replacement**
Employees within the bargaining unit hired to replace employees on leaves of absence, the posting shall include "until the return of the incumbent" as an end date. The Union shall be provided with their anticipated end date when it is available.
- iv) **Temporary Full-Time/Part-Time**
Employees within the bargaining unit who work the normal work week stated in Article 7.01 (a) or (b) on a defined temporary basis not exceeding twelve (12) consecutive months. A mutual agreement must be concluded with the Union for an extension of six (6) months.

Unless otherwise specified in the Collective Agreement or provided by law, all provisions of this Agreement shall be applicable to a temporary employee except:

ARTICLE 14, unless Article 7:03 is completed;

ARTICLE 15, Layoff

ARTICLE 17:02, Time off in Lieu of Payment for Overtime

ARTICLE 18, Paid Holidays

ARTICLE 19, Vacation

ARTICLE 20, Sick Leave

ARTICLE 21, Leaves

ARTICLE 23, Benefits

It is understood that if a position within CUPE Local 3089's jurisdiction is posted and no permanent employee is successful in filling the position, presently employed temporary employees who have been employed for thirty (30) working days or more may apply for the position and will be considered.

7:03 **Probation for Newly Hired Employees**

- a) A newly hired employee in a regular full time *or part-time* position shall serve a probationary period of five (5) months from the date of hiring, during which time he may be discharged at the discretion of the Employer. During the probationary period the employee shall, however, be entitled to all other rights and benefits of this Agreement unless otherwise provided herein, and with the exception of the grievance procedure pertaining to discharge.
- b) A newly hired employee in the temporary, seasonal, or part-time service shall serve a probationary period of five (5) months from the date of hiring, during which time he may be discharged at the discretion of the Employer. Date of hiring refers to the date of hire they commenced work for that season or the temporary position as posted.

During the probationary period the employee shall, however, be entitled to all other rights and benefits of this Agreement unless otherwise provided herein, and with the exception of the grievance procedure pertaining to discharge.

- c) A casual employee shall serve a probationary period of seven hundred (700) hours within a twelve-month period, (defined as January 1st to December 31st) during which time he may be discharged at the discretion of the Employer. During the probationary period the employee shall, however, be entitled to all other rights and benefits of this Agreement unless otherwise provided herein, and with the exception of the grievance procedure pertaining to discharge.

7.04 Lead Hand Roads / Recreation Division

In accordance with Article 14.03 a permanent full-time employee may be appointed at the discretion of the Employer to temporarily replace the Manager for Roads and perform the additional duties and to assume the additional responsibilities as deemed necessary.

ARTICLE 8 – CORRESPONDENCE

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

ARTICLE 9 – LABOUR MANAGEMENT BARGAINING RELATIONS**9:01 Representation**

The Employer shall not bargain with or enter into any Agreement with an employee or group of employees in the bargaining unit. No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. In representing an employee or group of employees, an elected or appointed representative of the Union shall be the spokesperson. In order that this may be carried out, the Union will supply the Employer with the names of its officers. Likewise, the Employer shall supply the Union with a list of its supervisory personnel with whom the Union may be required to transact business.

9:02 Union Bargaining Committee

A Union Bargaining Committee shall be appointed by the Union and consist of not more than three (3) members of the Union, and, the CUPE National Representative. The Employer Bargaining Committee shall consist of not more than four (4) representatives of the Employer. The parties will advise each other of the names of their representatives.

9:03 Function of Bargaining Committee

All matters pertaining to negotiating of changes to this Collective Agreement shall be referred by the parties to the Bargaining Committee for discussion and settlement, in accordance with the provisions of this Agreement.

9:04 Representative of Canadian Union

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. Upon correspondence to the Employer, such representative shall not be denied access to the Employer's premises in order to investigate and assist in the settlement of a grievance.

9:05 **Meeting of Committee**

In the event either party wishes to call a bargaining meeting, the meeting shall be held at a time and place fixed by mutual agreement. However, such meeting must be held not later than fifteen (15) calendar days after the request has been given.

9:06 **Time off for Meeting**

It is agreed that any member of the Union Bargaining Committee, who is in the employ of the Employer, shall have the right to attend negotiating meetings held with representatives of the Employer. Remuneration at his regular hourly rate for time lost from work while attending such meetings shall be restricted to meetings up to but not including conciliation, and shall be limited to the length of the meeting and shall not exceed the amount the employee would normally have earned for such regular working day.

9:07 **Labour Management Committee**

A Labour Management Committee shall be established consisting of not more than **four (4)** representatives of the Union, and not more than **four (4)** representatives of the Employer. Meetings shall be **requested by the union**.

9:08 **Information for Collective Bargaining Purposes**

The Employer will make available to the Union any information within his possession with respect to job classifications and employee benefit plans which is desired and required by the Union for collective bargaining purposes.

ARTICLE 10 – GRIEVANCE PROCEDURE

10:01 **Recognition of Union Stewards and Grievance Committee**

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Chief Steward. The Steward will assist any employee whom the Steward represents in preparing and presenting his grievance, in accordance with the grievance procedure.

10:02 **Steward**

The Union shall have the right to appoint three (3) Stewards and a Chief Steward.

10:03 **Names of Stewards**

The Union shall notify the Employer in writing of the name of each Steward, and the name of the Chief Steward, before the Employer shall be required to recognize him.

10:04 **Permission to Leave Work**

The Employer agrees that the Steward shall not be hindered, coerced, restrained, or interfered with in any way in the performance of his duties,

while investigating disputes and presenting adjustments as provided in this Article. The Union recognizes that the Steward is employed full time by the Employer, and that he will not leave his work during working hours except to perform his duties under this Agreement. However, the Steward shall not leave his work without first obtaining the permission of his supervisor, which shall not unduly be withheld without just cause.

10:05

Definition of Grievance

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

10:06

Grievance Process

An earnest effort shall be made to settle grievances fairly and promptly. If an employee has a complaint, he shall first attempt to resolve it with his supervisor. If the complaint is not satisfactorily resolved within five (5) working days the following steps shall be followed:

STEP 1

The employee shall submit the complaint to his Steward. If the Chief Steward considers the complaint to be justified, he must submit a grievance in writing to the General Manager within ten (10) working days of the incident grieved. A meeting shall be convened to seek to settle the grievance within five (5) working days. The General Manager will respond to the grievance within five (5) working days following the meeting.

STEP 2

Failing satisfactory settlement after the dispute has been submitted under Step 1, the grievance will be submitted within five (5) working days, to the Chief Administrative Officer who shall render his/her decision within ten (10) working days.

STEP 3

Failing satisfactory settlement at Step 2, written notice of intention to submit the grievance to arbitration will be given within ten (10) working days of the date of the reply in Step 2, in accordance with Article 11:01 of this Agreement.

At all steps in the grievance procedure, the employee shall have the right to have a Steward present.

The definition of a working day shall be a day other than Saturday, Sunday, or paid holiday.

- 10:07 **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 1.
- A policy grievance must be presented to the other party by the grievor(s) in writing and within twenty (20) working days of the incident being grieved.
- 10:08 **Union May Institute Grievances**
The Union shall have the right to originate a grievance on behalf of an employee, or group of employees, and to seek adjustment with the Employer in the manner provided in the Grievance Procedure, commencing at Step 1.
- 10:09 **Management Grievance**
Any grievance instituted by management is to be referred in writing, stating particulars of the grievance and redress sought, to the Secretary of the Union within ten (10) working days of the incident so grieved. Prior to the rendering of a decision under this Article, a meeting will be held between the parties concerned within ten (10) working days of the grievance submission to endeavour to resolve the matter being disputed. The Union shall render its decision within ten (10) working days of such meeting.
- 10:10 **Replies in Writing**
Replies to grievances, stating reasons, shall be in writing at all stages.
- 10:11 **Facilities for Grievances**
The Employer shall supply the necessary facilities for the grievance meetings.
- 10:12 **Mutually Agreed Changes**
Any mutually agreed changes to this Collective Agreement shall, following ratification by the parties, form part of this Collective Agreement and are subject to the grievance and arbitration procedure.
- 10:13 **Grievance Pay Provision**
Representatives of the Union who are in the employ of the Employer shall not suffer any loss of pay or benefits for time involved during Steps 1, 2, and 3 of the established procedures for settling grievances.

ARTICLE 11 – ARBITRATION

- 11:01 **Composition of Board of Arbitration**
Either party may, within ten (10) working days of the rendering of a decision under the final Step of the Grievance Procedure, request that a grievance be submitted to arbitration. The request shall be made by registered mail addressed to the other party of the Agreement, indicating the name of its nominee on an Arbitration Board. Within five (5) working days thereafter, the other party shall answer by registered mail indicating the name and address of its appointee to the Arbitration Board. The two arbitrators shall then select an impartial Chairman.
- Wherever the Arbitration Board is referred to in the Agreement, the Parties may mutually agree in writing to substitute a single arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to Arbitration Board shall appropriate apply.
- 11:02 **Failure to Appoint**
If the party receiving the notice fails to name a nominee, or if the two nominees fail to agree upon a Chairman within five (5) working days of their nomination, the appointment shall be made by the Minister of Labour upon request of either party.
- 11:03 **Board Procedure**
The Board shall determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations.
- 11:04 **Decision of the Board**
The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairman shall be final, binding and enforceable on all parties, and may not be changed. The Board of Arbitration shall not have the power to change this Agreement or to alter, modify, or amend any of its provisions. However, the Board shall have the power to dispose of a grievance by any arrangement which it deems just and equitable.
- 11:05 **Disagreement of Decision**
Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairman of the Board of Arbitration to reconvene the Board to clarify the decision.

11:06 **Expenses of the Board**

Each party shall pay:

- a) the fees and expenses of its nominee on the Board;
- b) one-half ($\frac{1}{2}$) of the fees and expenses of the Chairman.

11:07 **Amending of Time Limits**

The time limits fixed in both the grievance and arbitration procedures may be extended on the written consent of both parties, as they are considered discretionary rather than mandatory.

ARTICLE 12 – DISCHARGE, SUSPENSION AND DISCIPLINE

12:01 **Discharge Procedure**

An employee, who has acquired seniority under this Agreement, may be disciplined or terminated for just cause. In the event that an employee is disciplined or terminated, such employee shall have the right to discuss the action taken by the Employer with his Steward before being required to leave the Employer's premises. In the event of disciplinary action, 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. In the event of termination, both the employee and the Union shall be advised immediately in writing by the Employer of the reason for termination.

12:02 **Disciplinary Record**

Disciplinary action to an employee will be removed from the employee's file if no other disciplinary action, of any kind, is taken against the employee for a period of eighteen (18) months from the date of the last disciplinary action.

12:03 **Grieving of Discharge**

In the event that an employee grieves his discharge, a grievance may be submitted at Step 3 of the grievance procedure.

12:04 **Disciplinary Procedure**

The Employer and the Union agree that the purpose of disciplinary action is to assist employees in correcting misconduct or unsatisfactory work performance which is not accepted by the Employer. It is further agreed that repetition of unsatisfactory work performance or misconduct must be dealt with in progressively more severe disciplinary steps so as to make the employee aware that continued misconduct or unsatisfactory work performance could jeopardize the employee's continued employment with the Employer. Accordingly, 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.

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 some forms of misconduct or unsatisfactory work performance may justify a bypassing of any or all of the steps in the progressive disciplinary procedure.

12:05

Adverse Report

The Employer shall advise an employee in writing of any expression of dissatisfaction concerning his work or conduct, within ten (10) working days of the event of the complaint, with a copy to the Union. This notice shall include particulars of the work performance or conduct which led to such dissatisfaction. This Article shall be applicable to any complaint or accusation which may be detrimental to an employee's advancement or standing with the Employer. Any reply by an employee shall be submitted to the Employer within ten (10) working days after notice is given by the Employer, and such reply shall become a part of his record.

12:06

Burden of Proof

In cases of discharge and discipline, the burden of proof of just cause shall rest with the Employer.

12:07

Unjust Suspension or Discharge

When it has been determined that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in his former position without loss of seniority. He shall be compensated for all time lost, in an amount equal to his normal earnings, during the pay period next preceding such discharge or suspension, or any other arrangement as compensation which is just and equitable, in the opinion of the parties or in the opinion of the Board of Arbitration, if the matter is referred to such a Board.

12:08

Rules and Regulations

The employees acknowledge that the Employer may establish reasonable rules and regulations from time-to-time, breach of which may lead to disciplinary action.

ARTICLE 13 – SENIORITY

- 13:01 (a) **Seniority Defined**
 Seniority is the length of service that an employee within the Bargaining Unit accrues during his employment with the Employer including temporary periods of employment which are not within the bargaining unit, and shall be used in determining preference or priority for promotions, transfers, demotions, layoffs, and recall. New employees shall not have seniority rights during the probationary period. Upon completion of the probationary period, he shall be credited with seniority back to the date of hiring.
- (b) **Seniority Defined, Casual Employees**
 Seniority for casual employees shall be accrued in hours during his employment with the Employer within the bargaining unit. Casual employees shall not have seniority rights during the probationary period. Upon completion of the probationary period, he shall be credited with seniority back to the date of hiring.
- 13:02 **Seniority List**
 The Employer shall maintain two (2) seniority lists showing the date upon which each employee's service commenced. There shall be a separate seniority list for permanent full time employees and a separate seniority list for seasonal or part time employees. Up-to-date seniority lists shall be sent to the Union and posted on all bulletin boards in January of each year.
- For the Office and Clerical classifications, one year shall be recognized as 1,820 hours.
- For the Roads, Recreation and Water Wastewater classifications, one year shall be recognized as 2,080 hours.
- 13:03 **Loss of Seniority**
 An employee shall not lose seniority rights if he is absent from work because of sickness, accident, lay off, or leave of absence approved by the Employer. An employee shall only lose his seniority in the event:
- 1) He is discharged for just cause and is not reinstated.
 - 2) He resigns in writing.
 - 3) He is absent from work in excess of three (3) working days without sufficient cause, or without notifying directly, his immediate Supervisor, or the Chief Administrative Officer, or his designated alternate.

- 4) He fails to return to work within three (3) working days following a lay off and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of his current address. An employee recalled for casual work or employment of short duration at a time when he is employed elsewhere, shall not lose his recall rights for refusal to return to work.
- 5) He is laid off for a period longer than twenty-four (24) months.
- 6) He terminates his employment for any cause prior to the completion of the probationary period.

ARTICLE 14 – JOB POSTINGS AND STAFF CHANGES

14:01

Job Postings

When a vacancy occurs of a permanent or temporary position, which includes but is not limited to positions becoming vacant due to promotions, resignations, retirements, early leaving programs, or a new position is created inside of the bargaining unit, the Employer shall post notice of the position on all bulletin boards for a minimum of five (5) working days, and send a copy of the notice to the Union. **All vacancies will be posted no more than 12 weeks after the vacancy occurs.**

It is understood that if a position within CUPE Local 3089's jurisdiction is posted and no permanent employee is successful in filling the position, presently employed temporary employees who have been employed for thirty (30) working days or more may apply for the position and will be considered.

If no applications are received, the Township will advertise the vacancy for external applications.

14:02

Information in Postings

Such notice shall contain the following information: nature of position, qualifications, required knowledge and education, skills, shift, wage or salary rate, or range.

14:03 **Role of Seniority in Promotions and Transfer**

Both parties recognize:

- 1) The principle of promotion within the service of the Employer.
- 2) That job opportunity should increase in proportion to length of service.

Therefore in making staff changes, transfers or promotions, appointments shall be made of the applicant having the required qualifications, experience, training, skill, and ability, as determined by the Employer. When all the foregoing are relatively equal, the more senior employee will be given the job. The Township will post the name of the successful applicant.

14:04 **Trial Period**

The successful applicant shall be placed on trial for the period of forty (40) working days. Conditional on satisfactory service, the employee shall be declared permanent after the period of forty (40) working days. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, he shall be returned to his former position, wage or salary rate, and without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his former position, wage or salary rate, without loss of seniority.

14:05 **Notification to Employee and Union**

Within five (5) working days of the date of appointment to a vacant position, the name of the successful applicant shall be **emailed to the Union President for posting on all bulletin boards.**

The Employer shall forthwith notify the Union of all Union appointments, hirings, layoffs, and recalls, including the dates thereof.

14:06 **New Classification**

When a new classification within the bargaining unit, not covered by Schedule "A" is established, the rate of pay shall be agreed upon by the parties and appended to this Agreement. Any rate so established shall be retroactive to the time the position was filled by an employee.

14:08 **Training Period**

The Employer shall, at the Employer's discretion, provide sufficient training to any employee considered by the Employer to require training for the position being assumed.

- 14.09 When a temporary employee is the successful candidate in securing a permanent full-time position, any accrual balances will be paid out on the final paycheck of their part-time status. Vacation entitlement and sick leave credits will be pro-rated to the official start date as a permanent employee.

ARTICLE 15 – LAYOFFS AND RECALL

- 15:01 **Role of Seniority in Layoffs**
Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their bargaining-unit-wide seniority, unless such employees possess special qualifications which are essential for the performance of the available work.
- 15:02 **Recall Procedure**
Employees shall be recalled in the order of their seniority, providing they are qualified to do the required work.
- 15:03 **No New Employees**
No new employees shall be hired until those qualified to perform the same type and class of work on layoff have been given an opportunity of recall.
- 15:04 **Advance Notice of Layoff**
- (a) A minimum notice of ten (10) working days, or equivalent in pay, shall be given when an employee is to be laid off for a period of less than thirteen (13) weeks.
 - (b) A lay off that is to last more than thirteen (13) weeks shall be done in accordance with the *Employment Standards Act*.
- 15:05 **Grievances on Layoffs**
Grievances concerning layoffs due to a reduction in the working force shall be initiated at Step 1 of the grievance procedure.

ARTICLE 16 – HOURS OF WORK

16:01 Regular Working Hours

(a) **Roads Division**

The normal average work week for full-time employees in the Roads Division shall be 40 hours per week. The hours of service shall be:

Summer: Monday-Friday, 6:30am-5:00pm

Winter: Monday-Friday, 6:00am-2:30pm

Employees are entitled to an unpaid meal break of 30 minutes for shifts longer than five hours.

Hours of work can be changed when it is mutually agreed upon by both the Employer and the Union.

(b) **Water Division**

The normal average work week for full-time employees in the Water Division shall be 40 hours per week. The hours of service shall be:

Monday-Thursday, 7:00am-4:30pm, Friday 7:00am-11:00am

Employees are entitled to an unpaid meal break of 30 minutes for shifts longer than five hours.

Hours of work can be changed when it is mutually agreed upon by both the Employer and the Union.

(c) **Recreation Division**

The General Manager of Parks, Recreation and Culture, after consulting with the permanent employees involved, shall determine the schedule of hours to be worked that meets operational requirements and the provision of service to the public, and shall be an averaged forty (40) regular hour work week in a three (3) week cycle, when ice is in, and forty (40) regular hour work week when ice is out. When ice is out, the schedule shall be Monday to Friday. The schedule includes a one half hour (1/2) daily lunch break (Monday to Friday day shift only).

(d) **Administrative Division**

The normal average work week for full-time employees in the Administrative Divisions shall be 35 hours per week. The CAO, after consulting with the General Managers and permanent employees involved, may institute a 4 day condensed work week between the hours of:

Monday-Friday, 8:00am-5:30pm when mutually agreed upon with the Union.

Employees are entitled to an unpaid meal break of 30 minutes for shifts longer than five hours.

- 16:02 **Paid Rest or Relief Periods**
An employee shall be permitted a rest period of fifteen (15) consecutive minutes in both the first and the second half of a shift, at a time selected by the Employer. The rest period shall begin at the onset of leaving the job activity to the time of return.
- 16:03 **Inclement Weather**
Employees shall not have their work week reduced because of inclement weather. Employees who cannot perform their regular work because of inclement weather shall be assigned alternate work.
- 16:04 **Shift Premium**
In recognition that shift work is detrimental to one's family and personal life and undesirable, the Employer agrees that employees required to work a shift other than a day shift shall receive a shift premium of **fifty cents (\$0.50)** per hour worked.
- 16:05 **Stand-By Definition and Remuneration**
An employee who is required to remain available for duty on standby, outside the normal working hours for that particular employee, shall receive standby pay in the amount of **one hundred and fifty dollars (\$150.00)** per week for all hours on standby.
- 16:06 **Scheduling Change**
The Roads and Recreation Department's schedule will be posted at least one month in advance with a minimum of five (5) working days notice of any scheduling change. Scheduling change with less than five (5) days notice will result in the original scheduled hours of work being guaranteed.

ARTICLE 17 – OVERTIME

17:01 Overtime Defined

a) **Roads, Recreation and Water Wastewater Classifications**

All hours worked in excess of the regularly scheduled hours of work per day or work week of forty (40) regular hours, or in the event of a scheduling change without due notification in accordance with Article 16:06, or on an employee's day off shall be considered overtime and paid for at the rate of time and one half (1½).

In the interest of personal and public safety, and in consideration of operational requirements, the Employer retains the right to limit the number of hours of overtime, and overtime worked in conjunction with regular hours in any day.

b) **Office & Clerical Group**

Any hours worked in excess of thirty-five (35) hours in a week, or seven (7) hours in a day, or on an employee's day off, shall be considered overtime, and paid for at the rate of time and one-half (1½). In every case, overtime is to be ordered or directed by the Employer prior to the employee working overtime.

17:02 Time Off in Lieu of Payment for Overtime

a) In lieu of payment for overtime, an employee may elect to accumulate such hours 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.

b) Notice of election to accumulate overtime for subsequent time off shall be given to the appropriate supervisor, prior to the completion of the attendance records by such supervisor, for the processing of payroll for each paid period.

c) The accumulation of overtime for time off shall not exceed the equivalent of ten (10) working days per calendar year, and the scheduling of such time off shall be mutually agreeable to both the Employer and the employee. Time off must be taken within six (6) months of accruing the time, and in minimum increments of four (4) hours.

17:03 **Payment for or Supply of Meals**

- (a) **Roads, Recreation & Water Wastewater Classifications**
 An employee who works overtime in excess of two (2) hours at the end of his regular shift and who has not been notified before reporting to work that he will be required to so work, or who is required to work overtime on a Saturday or Sunday, shall, if eight (8) consecutive overtime hours or more are worked, be paid a meal allowance of **fifteen** dollars (**\$15.00**) upon presentation of a receipt thereof.
- (b) **Office & Clerical**
 An employee who is required to work on a Saturday or Sunday shall, if seven (7) consecutive hours or more are worked, be paid a meal allowance of **fifteen** dollars (**\$15.00**) upon presentation of a receipt therefore.

17:04 **No Layoff to Compensate for Overtime**

An employee shall not be required to lay off during regular hours to equalize any overtime worked unless mutually agreed by both parties.

17:05 **Sharing of Overtime**

- (a) **Roads, Recreation & Water Wastewater Classifications**
 The Employer will endeavour to distribute any available overtime work among its employees within each patrol area who are willing and qualified to perform the available work.
- (b) **Office & Clerical**
 The Employer will endeavour to distribute any available overtime work among its employees who are willing and qualified to perform the available work. Overtime will be distributed by order of seniority. Should overtime be refused by all employees, then the junior employee will be required to work such overtime.

17:06 **Overtime During Layoffs**

There shall be no continuing, regular overtime worked while there are employees on layoff, able and willing to perform the available work, except during periods of emergencies.

17:07 **Call Back Pay Guarantee**

An employee who is called in to work outside his regular working hours shall be paid a minimum of three (3) hours at overtime rates, commencing with the time he leaves his home to report for duty and concluding on the completion of the necessary work.

ARTICLE 18 – HOLIDAYS

18:01

Paid Holidays

The Employer recognizes the following as paid holidays and any other day proclaimed as a holiday by the Federal, Provincial or County governments:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	½ day before Christmas Day
Canada Day	Christmas Day
Civic Holiday	Boxing Day
Easter Monday	½ day before New Year's Day
National Truth and Reconciliation	

Note: In any year when Christmas falls on a Wednesday and Boxing Day on a Thursday, Friday December 27th will be designated as a day off from work.

18:02

Compensation for Holidays Falling on Saturday

When any of the above noted holidays fall on a Saturday and is not proclaimed as being observed on some other day, the following Monday shall be deemed to be the holiday for the purpose of this Agreement.

18:03

Compensation for Holidays Falling on Sunday

When any of the above noted holidays falls on a Sunday and is not proclaimed as being observed on some other day, the following Monday (or Tuesday, where the preceding clause already applies to the Monday) shall be deemed to be the holiday for the purpose of this Agreement.

Notwithstanding the foregoing, Recreation Division employees required to work on a Saturday or Sunday on which a noted holiday falls, shall receive, in addition to his regular pay for the holiday, a rate of time and one-half (1½) for each hour so worked.

18:04 Work on a Holiday

For any of the above-mentioned paid holidays, an employee shall receive remuneration that is equal to his pay for a regular work day. An employee required to work on any such holiday, shall, in addition to his regular pay for the holiday, be paid at the rate of time and one-half (1½) for each hour so worked. The Employer may, if an employee agrees, within thirty (30) days, substitute another working day for the holiday.

In order to qualify for any of the above holidays, an employee must have worked on his last scheduled work day immediately preceding, and work the day immediately following the holiday; unless absence is due to illness and remuneration from cumulative sick leave credits is payable for the days so absent.

18.05 Holidays For Casual/Seasonal Employees

Holiday entitlement for casual employees/seasonal employees shall be in accordance with the *Employment Standards Act*.

18:06 An employee shall be entitled to an additional two (2) days designated as float holidays to be taken at a mutually agreeable time.

ARTICLE 19 – VACATIONS**19:01 (a) Length of Vacations**

An employee shall receive an annual vacation entitlement with pay in accordance with his years of employment:

DATE OF HIRE TO DECEMBER 31 st OF THE YEAR OF HIRE	5/6 WORKING DAY PER MONTH
IN THE CALENDAR YEAR OF THE 1 st ANNIVERSARY AND EACH YEAR THEREAFTER	3 WEEKS
IN THE CALENDAR YEAR OF THE 9 th ANNIVERSARY AND EACH YEAR THEREAFTER	4 WEEKS
IN THE CALENDAR YEAR OF THE 16 th ANNIVERSARY AND EACH YEAR THEREAFTER	5 WEEKS

IN THE CALENDAR YEAR OF THE
22nd ANNIVERSARY AND EACH
YEAR THEREAFTER

6 WEEKS

Note: Annual vacation shall be taken by arrangement with the employee's supervisor in the calendar year that the entitlement was received.

(b) **Vacation Entitlement for Casual/Seasonal Employees**

Vacation entitlement and pay for seasonal employees shall be in accordance with the foregoing schedule.

0 – 4 years:	4% every pay period
5 – 15 years:	6% every pay period
16 – 21 years:	8% every pay period
22 years or more:	10% every pay period

The Employer will convert the amounts referred to above into hours and place them into a bank identified on each paycheque. Employees may request, in writing, their vacation bank be paid out ten (10) days prior to the pay date they would like it to appear on. The Township will pay out any vacation banks of employees who have not been at work for thirty-one (31) days.

19:02 **Compensation for Holidays Falling Within Vacation Schedule**

When a holiday, as defined herein, falls on a day during which vacation is being taken, the employee so affected shall be entitled to an additional day of vacation for the holiday, at such time as may be mutually agreed by the employee and the Employer.

19:03 **Calculation of Vacation Pay**

Vacation pay shall be at the rate effective during the vacation period.

19:04 **Vacation Pay on Termination or Retirement**

Vacation entitlement at the time of termination shall be pro-rated based on the portion of the calendar year worked and the employee's annual vacation entitlement.

19:05 **Preference in Vacation**

Vacation shall be granted on the basis of seniority.

- 19:06 **Vacation Schedule**
 Vacation schedules shall be posted by **June 1st** of each year and shall not be changed unless mutually agreed by the employee and Employer. Employees shall assist with the preparation of vacation schedules by advising their supervisor of preferable dates for annual vacations, prior to **May 1st** of each year.
- 19:07 **Unbroken Vacation Period**
 An employee's vacation entitlement shall be scheduled to provide for an unbroken or broken period, as mutually agreed upon by the Employer and the employee concerned. Subject to Article 19:08, vacation entitlement must be taken within the year.
- 19:08 **Deferment of Vacation Entitlement**
 An employee may, with the consent of the Employer, elect to defer vacation entitlement, not to exceed one (1) week, to the next succeeding year, providing the employee has an annual entitlement of more than two (2) weeks.
- 19:09 **Approved Bereavement Leave during Annual Vacation**
 When an employee submits proof that he qualified for bereavement leave during his period of annual vacation, there shall be no deduction from the employee's vacation period for such absence. The period of vacation so displaced by such bereavement leave, shall either be added to the vacation period or reinstated for use at a later mutually agreed date.

ARTICLE 20 – SICK LEAVE PROVISIONS

- 20:01 **Sick Leave Defined**
 Sick leave is defined as the period of time an employee is absent from work, with or without full pay, by virtue of being disabled for physical or mental health reasons or is under the examination or treatment of a physician, chiropractor, or dentist.
- Employees absent from work because of an accident for which compensation is not payable under The *Workplace Safety and Insurance Act*, as amended from time to time, shall be covered by these sick leave provisions.
- Sick leave credits shall not be used in lieu of any authorized leave of absence, including vacation entitlement.

20:02 **Notification of Absence**

When it is necessary for an employee to go on sick leave, he shall notify his immediate non-bargaining unit Supervisor or the Employer as soon as possible before the normal starting time and shall, when possible, inform him of the date and time he expects to be able to return to work. Failing notification, an employee shall not be entitled to sick leave pay unless justifiable reasons for failing to notify are accepted by the Supervisor.

20:03 **Sick Leave Credits**

- (a) Office and clerical employees shall receive fifty-six (56) hours worth of sick leave credits at the beginning of each calendar year, which are non-accumulative year-to-year, except when applied in the context of Article 20:05(b).
- (b) Roads Department, Recreation Department and Water Wastewater Department employees shall receive sixty-four (64) hours worth of sick leave credits at the beginning of each calendar year, which are non-accumulative year-to-year, except when applied in context with Article 20:05(b).
- (c) Sick leave credits shall be prorated in the year in the cases of:
 - 1. The initial year the S.T.D./L.T.D. Plan commences; or,
 - 2. An employee's first year of enrolment in the plan; or,
 - 3. Any month the employee has not worked at least twelve (12) days, unless absence is for normal vacation.

20:04 **Proof of Illness**

An employer may require an employee who takes leave under this section to provide evidence reasonable in the circumstances that the employee is entitled to the leave.

2018, c. 14, Sched. 1, s. 19. Employment Standards Act.

20:05

Sick Leave Records

- (a) Immediately after January 1st in each year, the Employer shall advise each employee in writing of the amount of top-up credits remaining in his bank.
- (b) At the close of each calendar year, an employee will have two options in disposing of unused sick leave credits:
1. Fifty percent (50%) of all unused sick leave credits shall be paid to the employees who have such unused sick leave credits. Such payment shall be paid on the last pay period prior to Christmas; or,
 2. Fifty percent (50%) of all unused sick leave credits shall be deferrable to the next succeeding year and carried over in the following manner:
 - (i) A permanent employee can top-up credits in their bank up to a maximum of twelve (12) accumulated unused sick leave days.
 - (ii) When such entitlement exceeds twelve (12) accumulated unused sick leave days, such credits beyond the twelve (12) days will be paid in accordance with Article 20.05(b)(i).

Note:

- In the application of section (b), sick leave credits shall be prorated for part-time employees accordingly.
- Temporary employees as defined in Article 7:02 are not entitled to the provisions of Article 20:05.

20:06

Health and Welfare

The Township agrees, during the term of the Agreement, to maintain the premium coverage for eligible employees in the active employ of the Township under the insurance plans presently in effect subject to their respective terms and conditions including enrolment requirements.

a) A copy of the current benefit plan(s) /booklet shall be attached to the Agreement.

b) It is understood that the Township may at any time substitute another carrier for any Plan (other than Employer Health Tax) provided the benefits conferred thereby are not in total decreased. Before

making such a substitution, the Township shall notify the Union to explain the proposed change.

20:07

Long Term Disability (L.T.D.)

The L.T.D. plan provides income security should an employee become totally disabled up to the age 65 due to a sickness or injury.

L.T.D. claims shall be submitted on the proper Township's Insurers forms supplied by the Employer.

(a) Definitions

- **Total Disability**

Total disability is defined as being unable, because of injury or disease, to do any work for which an employee is or becomes reasonably qualified by education, training, or experience.

- **Monthly Basic Earnings**

Monthly basic earnings is defined as the regular monthly earnings excluding overtime pay, bonuses, and other special compensation at the commencement of total disability.

- **Rehabilitation**

A rehabilitation program means is defined as any occupation for compensation or profit; any assessment, counselling, training or vocational program, or work related activity; any educational program; or any reasonable and customary treatment program, approved by the Township's Insurers and the employee's attending physician.

(b) Benefits

Long Term Disability benefits equal 66.7% on the first \$2250 of an employee's monthly basic earnings plus fifty percent (50%) on the balance, up to a maximum benefit of \$4000 per month.

The L.T.D. benefit commences on the first working day following the completion of the seventeenth (17th) week during which Short Term Disability was paid.

(c) **Reduction of Benefit**

Monthly L.T.D. benefit will be reduced by:

- 1) any amount of income for the month to which an employee is entitled under the Workplace Safety and Insurance Board, or similar coverage;
- 2) any amount payable for the month on account of the employee's disability under the Canada Pension Plan or similar provincial plan excluding any benefit that the employee is entitled to receive for children;
- 3) any amount payable for the month to an employee as a retirement pension under the Canada Pension Plan or similar provincial plan; and,
- 4) an amount so that the L.T.D. benefit together with all other benefits for the month payable on account of the employee's disability under any other sick leave plan, association or group insurance plan, employee retirement plan, or government plan will not exceed:
 - i) if the payment is taxable, eighty-five percent (85%) of the employee's monthly basic earnings, or
 - ii) if the payment is not taxable, eighty-five percent (85%) of the employee's monthly basic earnings less income tax and pension plan deduction.
- 5) Any benefit not paid on a monthly basis will be considered to have been monthly on a reasonable basis determined by the Township's Insurer.
- 6) An employee must apply for all such disability benefits for which they may be eligible in order to receive benefits hereunder. The Township's Insurer will estimate the amount of any reduction until it has been established.
- 7) If an employee engages in a rehabilitation program, the monthly benefit will be reduced by fifty percent (50%) of their compensation or profit.

(d) **Limitations of Benefits**

No benefit will be paid:

- 1) for any period of total disability during which you are not under treatment by a licensed physician;
- 2) for any total disability resulting directly or indirectly from any one of the following:
 - a) self-inflicted injuries while sane or insane;
 - b) riot, civil commotion, insurrection, war or hostilities of any kind, or any act incident thereto;
- 3) if you are engaged in any occupation for compensation or profit, other than a rehabilitation program;
- 4) after you refuse to participate and co-operate in a rehabilitation program.

(e) **Recurrence of Disability**

If an employee ceases to be totally disabled after receiving benefits and within six (6) months again becomes totally disabled due to the same or a related cause, the later disability will be considered to be a continuation of the previous disability. If an employee returns to active work full time and for full pay for a continuous period of less than sixty (60) days, benefits will be paid at the same rate as before. No benefit will be paid if an employee is entitled to receive any other group income benefits, on account of their disability.

(f) **Vacation Entitlement, Clothing Allowances and Seniority**

Vacation entitlement, boot, and clothing allowances shall be pro-rated to reflect the number of days actually worked in any calendar year, in the event an employee who is eligible for his benefits is on long term disability.

When an employee is on Long Term Disability his/her seniority will be retained and maintained; however will not accrue during the period of absence.

20:08 **Top-Up of Short Term and Long Term Disability Benefits**
 An employee may top up short term or long term disability benefits to one hundred percent (100%) of current salary by using one or more of the following:

- (i) Credits remaining in top-up bank after pay-out of credits accrued under the previous plan: or,
- (ii) Credits in sick leave bank that have accrued under current plan; or,
- (iii) Banked overtime credits or earned vacation credits once the previous two (2) banks are exhausted.

20:09 **Health Care Benefits While on Disability**
 While on Short Term Disability or Long Term Disability the Employer shall continue to pay the premiums for Health Care Benefits for a period of up to two (2) years from date of disability.

At the employee's option within ninety (90) days of the termination of the Employer's group health benefits, an employee may enrol in the MROO (Municipal Retirees Organization Ontario) Plan **at their own expense**.

20.10 Except as provided for within the collective agreement, the Township is only required to pay its portion of the premiums.

ARTICLE 21 – LEAVE OF ABSENCE

21:01 **Leave of Absence for Union Functions**
 Upon request to the Employer, an employee elected or appointed to represent the Union at conventions, educationals or to attend executive and committee meetings of CUPE, its affiliated or chartered bodies, shall be allowed leave of absence with pay and benefits. The Employer shall invoice the Union for the cost of said leave. Such leave shall not exceed fifteen (15) person-days in any calendar year and further, not more than two (2) employees shall be absent for the purposes of such leave at the same time.

21:02

Leave of Absence for Full Time Union or Public Duties

- a) Subject to applicable legislation as it applies to municipal employees, the Employer shall allow leave of absence without pay and without loss of seniority so that the employee may be a candidate in Federal, Provincial, or Municipal elections.
- b) An employee who is elected to public office shall be allowed leave of absence without pay and without loss of seniority during his term of office.
- c) Any employee who is elected or selected for a full-time position with the Union, or any body with which the Union is affiliated, shall be granted leave of absence without pay and without loss of seniority for a period of up to two (2) years.

21:03

Paid Bereavement Leave

- (a) **An employee shall be entitled to bereavement leave, as herein provided, and which shall be taken to coincide with the funeral of the deceased person:**
 - i) **Mother, Father, Step-Mother, Step-Father, Wife, Husband, Daughter, Son, Step-Children, Step-Sister or Step-Brother, Sister, Brother, Fiancé(e): five (5) days;**
 - ii) **Mother-in-Law, Father-in-Law, Grandparent(s), Grandchildren, Sister-in-Law, Brother-in-Law, Aunt, Uncle: three (3) days;**
 - iii) Other relatives, one (1) working day to attend the funeral
 - iv) A fellow employee, one (1) working day, to attend the funeral.
- (b) Up to two (2) additional days shall be granted to the foregoing, at the Employer's discretion, if the funeral is held beyond a 250 kilometre radius of the employee's principal residence.
- (c) Where the days are not attendant on or coincident with the death, the employee shall request a leave, in writing, to their Supervisor, at least forty-eight (48) hours prior to the leave.

- (d) In this Article, "spouse" means a spouse as defined in Section 1 of the *Family Law Act*, or either of two persons who live together in a conjugal relationship outside marriage.
- (e) A temporary employee, defined under Article 7:02, shall be granted a bereavement leave without continuation of salary, benefits and other entitlements for matters relating to a death enumerated in the above circumstances of sections (a), (b), and (c).

21:04

Paid Jury or Court 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. Time spent by an employee required to serve as a Court witness in any legal procedures in which the Employer is a party to such proceedings, shall be considered as time worked with entitlement to the regular rate of pay.

21:05

General Leave

The Township may grant a leave of absence without pay and without loss of seniority to an employee requesting such leave for good and sufficient cause, provided such request is in writing and approved by the Township, and provided such leave shall not exceed one (1) year.

An eligible employee who is on an unpaid leave of absence may continue to participate in the benefit plan applicable to the employee at the employee's sole expense. Such employee shall remit full premium costs monthly in advance to the Employer; failing benefit coverage for that employee shall be cancelled upon fourteen (14) calendar days notice.

21:06

Education Leave

An employee that is required by the Employer to write examinations for the purpose of upgrading his employment qualifications shall be entitled to leave of absence with pay and without loss of seniority and benefits. Duration of any such leave shall be at the discretion of the Employer.

ARTICLE 22 – PAYMENT OF WAGES AND ALLOWANCES

22:01 **Pay Days**

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 a statement of his wages, overtime, and other supplementary pay and deductions.

22:02 **Pay on Temporary Transfers, Higher Rated Jobs**

When an employee is required to temporarily substitute or perform the principal duties of another employee for one (1) full shift or more, such employee shall be compensated at the rate of pay established for the substitute position when relieving within or outside of the bargaining unit.

The Supervisor shall notify the Payroll Department in writing.

22:03 **Pay on Temporary Transfers, Lower Rated Jobs**

An employee assigned for a temporary period of time, to substitute in a job classification that pays a lower rate, shall continue to be compensated at his regular rate of pay for the duration of such substitution.

22:04 **Overall Responsible Operator (ORO)**

(Water Wastewater Operations only)

In accordance with the Ministry of the Environment regulations, the Employer shall have the rights to designate an employee to carry out the assigned responsibilities of an ORO.

Where the Employer temporarily appoints an employee to carry out the assigned responsibilities of a classification outside the bargaining unit, the employee shall receive a responsibility premium of twenty dollars (\$20.00) for each day from the time of the assignment.

All hours of responsibility, during or after a work day and/or the weekends, are compensated inclusively by the premium daily rate.

This responsibility premium is exclusive of the standby pay and call back pay when applicable.

ARTICLE 23 – EMPLOYEE BENEFITS AND ALLOWANCES

23:01 **Pension Plan**

All eligible employees shall join the Ontario Municipal Employees Retirement Plan. The Employer and the employees shall make contributions in accordance with the provisions of the plan.

23:02

Group Benefit Plan

For each permanent full time and part-time employee, the Employer shall pay one hundred percent (100%) of the premium costs for all benefits described in the Benefit Summary booklet provided by the Group Benefit Plan carrier.

The Group Benefit Plan, sponsored by the Corporation of the Township of South Glengarry features the following:

- Employee Life Insurance
- Accidental Death and Dismemberment and Specific Loss
- Short Term Disability
- Long Term Disability
- Health Care
- Dental Care
- Vision Care (topped up by the Employer to four hundred dollars (\$400.00) every twenty-four (24) month periods).

23:03

Travel Allowance

- a) A travel allowance, as provided in Paragraph (b) hereof, shall be paid to an employee required to provide transportation during the performance of employment responsibilities. The Employer shall not require an employee to own an automobile as a condition of employment.
- b) Rate to be adjusted and established to be consistent with the rates being paid to Councillors and other Employer personnel during the contract term.

23:04

Supply of Tools

The Employer will supply any mechanical tools that may be required by employees in the performance of their duties.

23:05

Clothing Allowance

- a) **The Employer shall supply approved safety helmets for all employees who require them under the Construction Safety Act**
- b) **The allowance to assist in the purchase of appropriate C.S.A. approved safety footwear for each full-time and seasonal employee within the Water Roads, or Recreation Divisions will be up to two hundred (200) dollars annually. Boot allowance will be paid on the first pay in May.**
- c) **The Employer shall supply employees with Township attire on a points-based system which will be administered by the Employer or the Employer's designate.**

Full-time employees shall be entitled to sixteen (16) points per year to purchase clothing. Seasonal employees shall be entitled to twelve (12) points per year to purchase clothing. Casual employees shall be entitled to six (6) points per year to purchase clothing. This list is exclusive of additional safety wear provided from time to time by the Employer.

All employees who regularly work on or near the roadside will be provided an additional four (4) points each year that must be used towards C.S.A. approved high-visibility safety apparel (HVSA).

The allocation of clothing points begins on January 1 of each year and employees may carry over up to 3 points each year. The point allocation shall be as follows, with additional items being offered at the discretion of the Employer:

1 Point Each	Safety Shift, T-Shirt, Hat
2 Points Each	Work Shirt, Work Pant
3 Points Each	Work Shirt (HVSA), Work Pant (HVSA), Sweater
4 Points Each	Insulated Jacket (HVSA), Spring Jacket, Coveralls (HVSA)

23.06

Retirement Policy

The Council of the Township of South Glengarry has established a policy for all staff in respect of retirement as follows:

A retirement bonus for years of service shall be paid to all employees as of the date of their retirement as follows and as may be amended:

0-10 years	\$100
11-20 years	\$200
21-25 years	\$300
25+	\$500

ARTICLE 24 – GENERAL CONDITIONS**24:01 No Strikes or Lockouts**

In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that during the life of this Agreement, there will be no strike or stoppage of work, either complete or partial, and the Employer agrees that there will be no lockout.

24:02 Bulletin Boards

The Employer shall provide four (4) bulletin boards which shall be placed so that all employees will 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.

24.03 Mutually Agreed Changes

Any mutually agreed changes to the Collective Agreement, shall, following ratification by the Parties, form part of this Collective Agreement and are subject to the grievance and arbitration procedure.

ARTICLE 25 – PRESENT CONDITIONS AND BENEFITS**25:01 Continuation of Acquired Rights**

All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted, or proclamation or regulation, shall invalidate any portion of this Agreement, the entire Agreement shall not be invalidated, and the existing rights, privileges and obligations of the parties shall remain in existence, and either party, upon notice to the other, may re-open the pertinent parts of this Agreement for negotiation.

ARTICLE 26 – COPIES OF AGREEMENT

26:01 Copies of Agreement

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and his rights and obligations under it.

Electronic copies of the Collective Agreement will be issued to all members and a hard copy supplied to each Division location.

ARTICLE 27 – TERM OF AGREEMENT

27:01 Duration

This Agreement shall continue in full force and effect from May 1, **2022**, until the 30th day of April **2027** and shall continue thereafter automatically for annual periods of one year unless either party gives notice to the other in writing by registered mail during the ninety (90) day period preceding the expiry of this Agreement that it desires to amend or terminate this Agreement.

27:02 Changes in Agreement

Any changes deemed necessary in this Agreement may be made, by mutual agreement, at any time during the existence of this Agreement. Such amendments shall not take effect until ratified by the parties

27:03 Notice of Changes

Notice to bargain for a new or amended Agreement shall be accompanied by a copy of the changes being proposed, and the parties shall meet within fifteen (15) days from the giving of notice, or within such further period as the parties may mutually agree upon. Where such notice requests revisions only, it shall state specifically the revisions requested and bargaining negotiations shall be restricted thereto, unless the parties otherwise mutually agree.

27:04 Contracting Out

For such time as this Collective Agreement continues to operate, the Employer agrees that there shall be no contracting out that results in a reduction of regular hours of work or a layoff of present members of the bargaining unit.

27:05 Minimum Full-Time Permanent Positions

The Parties hereto agree that the Employer shall guarantee a minimum of **nineteen (19)** full-time permanent positions exclusive of the temporary, casual, seasonal, and part-time positions in existence.

ARTICLE 28 – FEMININE/MASCULINE PRONOUNS

Wherever the feminine pronoun is used in this Agreement, it includes the masculine pronoun and vice versa where the context so requires.

ARTICLE 29 – RETROACTIVITY

Retroactivity of wages shall be paid to all employees as of May 1, **2022**. Where employees either have left the employ of the Employer and/or have entered into the employ of the Employer between May 1, **2022**, and April 30, **2027**, they shall be entitled to the pro-rated amount of such payments.

- (a) The Employer will endeavour to provide all retroactivity within **forty-five (45)** of the Interest Arbitration Award and/or receiving written notice of ratification. If retro is not paid within forty-five (45) days then thereafter interest will be paid.
- (b) All retroactivity will be paid to employees on a separate cheque or itemized on an employee's regular cheque.
- (c) All former employees shall be sent notice by the Employer at their last known address and will have thirty (30) calendar days from the date the notice is sent to claim retroactive payments. The Union shall receive a copy of all notices sent to former employees.

SCHEDULE A

SCHEDULE A		01-May-22	01-May-23	01-May-24	01-May-25	01-May-26
CLASSIFICATIONS	30-Apr-22	4%	2%	2%	2%	2%
Mechanic: Class A	\$28.41	\$38.00	\$38.76	\$39.54	\$40.33	\$41.13
Roads Lead Hand	\$26.70	\$27.77	\$28.32	\$28.89	\$29.47	\$30.06
Heavy Equipment Operator	\$25.70	\$26.73	\$27.26	\$27.81	\$28.36	\$28.93
Truck Driver/Labourer	\$25.59	\$26.61	\$27.15	\$27.69	\$28.24	\$28.81
Recreation Facility: Operator 1	\$26.78	\$27.85	\$28.41	\$28.98	\$29.56	\$30.15
Recreation Facility: Operator 2	\$25.40	\$26.42	\$26.94	\$27.48	\$28.03	\$28.59
Accounts Receivable	\$25.40	\$26.42	\$26.94	\$27.48	\$28.03	\$28.59
Accounts Payable	\$24.86	\$25.85	\$26.37	\$26.90	\$27.44	\$27.99
Receptionist	\$23.43	\$24.37	\$24.85	\$25.35	\$25.86	\$26.38
Building Information Officer	\$25.48	\$26.50	\$27.03	\$27.57	\$28.12	\$28.68

Recreation Facilitator	\$25.47	\$26.49	\$27.02	\$27.56	\$28.11	\$28.67
Program Facilitator	\$24.56	\$25.54	\$26.05	\$26.57	\$27.11	\$27.65

GIS Technician	27.54	\$28.64	\$29.21	\$29.80	\$30.39	\$31.00
OIT	\$25.92	\$26.96	\$27.50	\$28.05	\$28.61	\$29.18
Class I Operator	\$26.75	\$27.82	\$28.38	\$28.94	\$29.52	\$30.11
Class II Operator	\$27.54	\$28.64	\$29.21	\$29.80	\$30.39	\$31.00
Class III Operator	\$28.39	\$29.53	\$30.12	\$30.72	\$31.33	\$31.96
Total Wage Rates	\$443.92	\$470.13	\$479.53	\$489.12	\$498.91	\$508.88


SIGNATURE PAGE


Signed in Lancaster, on this 14th of June, 2022.

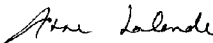
Representing the Employer:

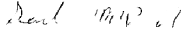
Representing the Union:


Lyle Ward (Jun 14, 2022 08:58 EDT)



James Ives (Jun 16, 2022 09:20 EDT)



Tim Mills (Jun 14, 2022 09:01 EDT)




David Ward


Dylan Rowke (Jun 14, 2022 09:17 EDT)


Cyndi DeVries (Jun 14, 2022 09:21 EDT)


Leslie Bremner (Jun 15, 2022 00:34 EDT)
