

**COLLECTIVE AGREEMENT**

**between**

**THE CORPORATION OF THE MUNICIPALITY OF  
NORTH MIDDLESEX**



**and**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 4448**



**Effective: July 1, 2022 – June 30, 2026**

## TABLE OF CONTENTS

ARTICLE 1 – PURPOSE.....	3
ARTICLE 2 – RECOGNITION.....	3
ARTICLE 3 – STRIKES AND LOCKOUTS.....	4
ARTICLE 4 – UNION SECURITY AND DUES DEDUCTIONS AND ACCESS ....	5
ARTICLE 5 – MANAGEMENT RIGHTS.....	6
ARTICLE 6 – GRIEVANCE PROCEDURE .....	7
ARTICLE 7 – ARBITRATION.....	8
ARTICLE 8 – DISCHARGE AND DISCIPLINE .....	9
ARTICLE 9 – SENIORITY.....	10
ARTICLE 10 – JOB POSTING: PROMOTION PROCEEDINGS.....	14
ARTICLE 11 – EMPLOYEE REPRESENTATION.....	15
ARTICLE 12 – ACCIDENT PREVENTION-HEALTH AND SAFETY.....	16
ARTICLE 13 – NO DISCRIMINATION .....	17
ARTICLE 14 – UNION ACTIVITY.....	17
ARTICLE 15 – HOURS OF WORK AND OVERTIME .....	17
ARTICLE 16 – VACATIONS .....	19
ARTICLE 17 – PAID HOLIDAYS.....	20
ARTICLE 18 – REPORTING PAY AND CALL-IN ALLOWANCES.....	21
ARTICLE 19 – BEREAVEMENT LEAVE.....	22
ARTICLE 20 – JURY DUTY .....	22
ARTICLE 21 – OTHER LEAVES.....	23
ARTICLE 22 – PENSION and HEALTH BENEFITS.....	23
ARTICLE 23 – PAY EQUITY.....	26
ARTICLE 24 – TRAINING .....	27
ARTICLE 25 – ALLOWANCES .....	27
ARTICLE 26 – SHIFT PREMIUM.....	28
ARTICLE 27 – OVERALL RESPONSIBLE OPERATOR (ORO).....	28
ARTICLE 28 – WAGES AND CLASSIFICATIONS.....	28
ARTICLE 29 – TERM OF AGREEMENT .....	30
SCHEDULE “A”.....	31
RE: Grandparent Employees .....	32
RE: Seasonal Recreational (Canteen) – Grandfathered Employees.....	33
RE: On-Call Duty.....	34
RE: Legislative Change.....	35
RE: Grader Training .....	36
RE: Merger or Amalgamation.....	37
RE: Days Boxing Day and New Year’s Day .....	38
RE: Economic Development and Communications Coordinator .....	39

## **ARTICLE 1 – PURPOSE**

- 1.01 The purpose of this Agreement is to provide orderly collective bargaining relations between the Employer and its employees covered by this Agreement through the Union to secure prompt and fair disposition of grievances, to secure the efficient operation of the Employer's business without interruption or interference with work and to maintain mutually satisfactory hours of work, wages and working conditions.

## **ARTICLE 2 – RECOGNITION**

- 2.01 The Employer recognizes the Union as the sole collective bargaining agent of all employees of the Municipality of North Middlesex save and except Chief Administrative Officer (CAO); Deputy Clerk; Supervisor and persons above the rank of Supervisor; Executive Assistant to the Chief Administrative Officer (CAO), Deputy Treasurer, and elected Council; and students; employed during the school vacation period and fire and emergency service employees. The employer shall not enter into any separate agreements with any individual members.
- 2.02 Employees excluded from the bargaining unit shall not perform work normally performed by employees in the bargaining unit, except in cases of emergency when bargaining unit member(s) are not available, or for the purpose of instructing employees, or unforeseen employee absenteeism and a qualified bargaining unit member is not available.
- 2.03 The word "employee" or "employees" whenever read in this agreement shall mean any or all of the employees in the bargaining unit as defined above, except where the context otherwise provides.
- 2.04 Wherever the feminine or masculine pronoun was used in this Agreement, it has been replaced with a gender neutral pronoun. Gender neutral applies to both the singular and plural.
- 2.05 For the purposes of this Agreement, persons who are regularly employed for thirty-five (35) hours or more per week shall be considered Permanent Full-Time Employees.
- 2.06 For the purposes of this Agreement, persons who are employed regularly for less than thirty-five (35) hours per week shall be considered as Permanent Part-Time Employees.
- 2.07 For the purposes of this Agreement, Seasonal Employees are persons employed for a stated term or for a specific project during the winter or summer season or who are employed to augment the staff in vacation periods.

A Seasonal employee shall not be employed for more than thirty-six (36) continuous weeks unless mutually agreed otherwise between the parties.

For clarity, Seasonal Employees are exempt from Article 16 with the exception of Article 16.05(b) at the applicable rate specified in Article 16.01, Article 19, Article 20,

Articles 22.02, 22.03, 22.05, 22.08, 22.09, 22.11, 22.12, Article 24.02, Articles 25.02 with the exception of Article 25.02(d), 25.03, 25.04.

- 2.08 It is understood and agreed that temporary employees are persons who are hired for specific projects or employed to replace permanent full-time or part-time employees, who are off work due to illness or injury or off on an approved leave of absence, for a duration of not normally more than six (6) months. Temporary employees may be employed for up to twelve (12) months depending on the nature of the specific project and may be extended with mutual consent of the parties. It is understood that temporary employees may be employed for up to eighteen (18) months if replacing a permanent full-time or part-time employee on pregnancy and/or parental leave.

For clarity, Temporary Employees are exempt from Article 9, Article 16 with the exception of Article 16.05(b) at the applicable rate specified in Article 16.01, Article 19, Article 20, Articles 22.02, 22.03, 22.05, 22.08, 22.09, 22.11, 22.12, Article 24.02, Articles 25.02 with the exception of Article 25.02(d), 25.03, 25.04.

- 2.09 The Employer may discipline or discharge a temporary, seasonal or probationary employee for any reason, unless it can be shown that such action was arbitrary, discriminatory or in bad faith.

- 2.10 "Term Employees" may be hired under Government Grants or Educational Co-Op Programs for a specified term and tasks for a maximum six (6) month unless mutually agreed otherwise. Such employees shall be paid in accordance with the Government or Co-Op Program and shall not be covered by the terms of the Collective Agreement.

Such employees shall not be utilized to eliminate bargaining unit positions or to prevent the addition of permanent positions within the bargaining unit, or be utilized if bargaining unit employees' regular hours have been reduced.

No employees shall be laid off so long as term employees are being utilized within the affected department.

### **ARTICLE 3 – STRIKES AND LOCKOUTS**

- 3.01 In view of the orderly procedure established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the lifetime of this Agreement, there shall be no strike, picketing, slowdown or stoppage of or interference with work or production, either complete or partial, and the Employer agrees that there shall be no lockout of employees.
- 3.02 The Employer shall have the right to discharge or otherwise discipline employees who take part in or instigate any illegal strike action including illegal, picketing, slowdown, stoppage of work, either complete or partial, contrary to Article 3.01 of this Agreement.

**ARTICLE 4 – UNION SECURITY AND DUES DEDUCTIONS AND ACCESS**

- 4.01 The parties agree that any employee covered by this Agreement may become a member of the Union if they wish to do so and may refrain from becoming a member if they so desire.
- 4.02 On each pay the Employer shall deduct from each employee who is covered by this Agreement, Union dues, initiation, or assessment levies in accordance with the Union's written instructions, such deductions shall be forwarded to the Union Secretary-Treasurer. Remittance shall be made by the 15th day of the following month. The Union shall notify the Employer in writing at least forty-five (45) calendar days in advance of any changes to the amount of Union dues or levies to be deducted.

Along with the deductions, the Employer shall provide:

- (a) a completed Union dues remittance form, supplied by the Union, and
  - (b) an electronic spreadsheet indicating the pay period covered by the deduction and the following information for all employees from whose wages the deductions have been made: name, employment status (such as permanent full-time, permanent part-time, temporary, casual, or seasonal), classification/job title, regular earnings, hours worked, and dues deducted.
  - (c) The Employer shall report the yearly amount of union dues paid by each employee on the employee's T-4 slip or any other legal reporting requirement which replaces the requirement to report dues remitted on a T-4 slip in the future.
- 4.03 In January and July of each year, or upon request, the Employer shall give to the Union a list of all employees in the bargaining unit. The list shall include each person's name, job title/classification, seniority date, home mailing address, primary telephone number, primary email, and if the employee is on a leave of absence.

The Employer shall notify the Union in writing by the 15<sup>th</sup> of the month, of all appointments, hiring, transfers, layoffs/redundancy, recalls and termination of employment, leaves of absences longer than four (4) weeks, new classifications, re-classification concerning employees covered by this Agreement during the previous month.

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

- 4.04 The Employer shall not be required to suspend or dismiss employees from employment who have been suspended or expelled from the Union.
- 4.05 **Potential Employees**  
During the interview process, the employer shall advise potential employees that a union collective agreement is in effect and shall inform them of the conditions of employment set out in the articles dealing with Union Security and Dues.

4.06 **New Employees**

The representative designated by the Union shall be given an opportunity to meet privately with each new employee during the first month of employment to acquaint them with the structure, benefits and duties of union membership. A maximum of thirty (30) minutes shall be allowed for this purpose within regular working hours and without loss of pay for either employee.

4.07 **Union Meetings**

The Employer shall permit the use of its premises for the purpose of Union meetings without cost to the Union.

4.08 **Work Site Access**

The representatives designated by the Union shall be given access to work sites, in designated staff rooms, to meet with employees covered by this Collective Agreement during their meal and other scheduled breaks, whether paid or unpaid.

**ARTICLE 5 – MANAGEMENT RIGHTS**

5.01 The Union recognizes and acknowledges that it is the exclusive function of the Employer to hire, promote, demote, transfer, classify and suspend employees and also the right of the Employer to discipline or discharge any employee provided that a claim by a permanent full-time or part-time employee, who has acquired seniority, that they have been discharged or disciplined without just cause may be the subject of a grievance and dealt with as provided in this Agreement.

5.02 The Employer has, retains and shall possess and exercise all rights and functions, powers, privileges and authority, that the Employer possessed prior to the signing of a contract with the Union, excepting only those that are clearly and specifically relinquished or restricted in this Agreement.

As illustrative of the rights of management possessed and retained, but in no way to be construed as a limitation, the Employer shall have exclusive right to:

- (a) maintain order, discipline and efficiency and in connection therewith to make, alter and enforce from time to time rules and regulations, (which shall be reasonable and uniformly administered) policies and practices to be observed by its employees, discipline or discharge employees for just cause;
- (b) select, hire, transfer, assign to shifts, promote, demote, classify, lay-off, or recall employees, select employees for positions excluded from the bargaining unit.
- (c) determine the location of operations, and their expansion or their curtailment, the direction of working forces, the sub-contracting of work, the schedules of operations, the number of shifts, the methods, processes and means of production, job content, quality and quantity standards, the establishment of work or job assignments, the qualifications of an employee to perform any particular job; use improved methods,

machinery and equipment; decide on the number of employees needed by the Employer at any time, the number of hours to be worked, starting and quitting times; the determination of financial policies, including general accounting procedures and customer relations, and all other matters concerning the operation of the Employer's Business not specifically dealt with elsewhere in this agreement;

(d) have the sole and exclusive jurisdiction over all operations, buildings, machinery, equipment and employees.

5.03 The prerogatives and responsibilities in this section and/or otherwise retained by management shall be exercised reasonably, fairly, and without discrimination, and in conformity with the other provisions of this Agreement.

## **ARTICLE 6 – GRIEVANCE PROCEDURE**

6.01 The purpose of this Article is to establish a procedure for the settlement of grievances. In dealing with complaints and grievances throughout the following procedures, each of the parties shall make every effort to adhere to the time limits as specified. Either party may request time extension in writing, giving adequate reasons, and both parties agree to give full consideration to compliance with such requests. The limits shall be computed by excluding Saturday, Sunday and paid holidays.

### **6.02 Complaint Procedure**

#### **Step One**

An employee who has a complaint, relating to the interpretation, application, administration or alleged violation of this Agreement shall discuss their complaint with their immediate supervisor. Such a complaint shall be brought to the attention of the immediate supervisor within five (5) working days of the incident giving rise to the complaint. The immediate supervisor shall state their decision in writing within five (5) working days of receiving the complaint.

#### **Step Two**

If there is no satisfactory settlement of the complaint at Step One, the employee may discuss their complaint with the appropriate Department Head within five (5) working days of receipt of the supervisor's response. The Department Head shall state their decision in writing within five (5) working days of receiving the complaint.

### **Grievance Procedure**

#### **Step One**

If the complaint is not resolved to the employee's satisfaction, the employee may with the assistance of a steward, refer such matter on a written grievance form to the employee's Department Head. A meeting shall be held within five (5) working days, or a time mutually agreed upon, in an attempt to resolve the grievance. The Department Head shall answer the grievance, in writing, within five (5) working days after the meeting. The grievance shall specify the Articles violated and indicate the relief sought and be signed by the employee or the Union.

### **Step Two**

If no satisfactory settlement is reached at Step One the grievor, the steward and the Chief Administrative Officer or its designate shall meet within five (5) working days of the Department Head's written response, or a time mutually agreed upon, to discuss the grievance. The Chief Administrative Officer or its designate shall have ten (10) working days or such time is reasonably required and as mutually agreed, within which to reply in writing to the grievance.

The Union may within thirty (30) working days from the date of receipt of the reply, refer the grievance to Arbitration in accordance with the provisions of Article 7.

#### **6.03 Policy Grievance**

The Union or the Employer may initiate a grievance beginning at Step Two of the grievance procedure. Such grievance shall be filed within five (5) working days of the incident giving rise to the complaint and shall be in the form prescribed in Step One. Any such grievance may be referred to arbitration under Article 7 by either the Union in the case of a Union grievance or the Employer in the case of an Employer grievance. The Union may not institute a grievance directly affecting an employee or employees which such employee or employees could themselves institute and the regular grievance procedure shall not thereby be by-passed.

6.04 Any complaint or grievance which is not commenced or processed through the next stage of the grievance or arbitration procedures within the time specified shall be deemed to have been abandoned or settled. However, time limits specified in the grievance procedure may be extended by mutual agreement in writing between the Employer and the Union.

### **ARTICLE 7 – ARBITRATION**

7.01 It is agreed by the parties hereto that any grievances relating to the interpretation, application or administration of this Agreement which cannot be settled after exhausting the Grievance Procedure shall be settled by arbitration. A Notice of Intent to arbitrate shall be forwarded to the other party within the time limits set out in Article 6 and such notice shall contain the name of the Union's nominee to the Arbitration Board. Within ten (10) working days from the receipt of the Notice of Intent to Arbitrate, the other party must in turn name their nominee. A third person to act as a Chairperson shall be appointed by the respective nominee. Should either party fail to name their nominee within ten (10) working days or should the nominees fail to appoint a Chairperson within ten (10) working days from the date of their appointment, either party or their nominee shall request the Office of Arbitration, Ontario Ministry of Labour, to make the appropriate appointment.

7.02 Upon written agreement of both parties, a grievance may be heard by a single arbitrator, named in the written Agreement.

- 7.03 The decision of a Board of Arbitration, or majority thereof constituted in the above matter shall be final and binding upon the parties hereto and any employee affected by it.
- 7.04 The Board of Arbitration shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions nor to give any decision inconsistent with the terms and provisions of this Agreement.
- 7.05 Each of the parties to this Agreement shall bear the expenses of that party's appointee; and the parties shall jointly bear the expenses of the chairperson.
- 7.06 Notwithstanding the Articles above, either party may request that a grievance be submitted to a sole Arbitrator rather than a Board of Arbitration. Such request shall be made in writing addressed to the other party and indicate three (3) persons proposed to act as a sole arbitrator. The recipient of the notice shall within five (5) working days accept one of the three (3) proposed arbitrators or notify the other party of three (3) persons proposed to act as sole arbitrator. If the parties are unable to agree upon an arbitrator within a period of five (5) working days, they shall request the Ministry of Labour of the Province of Ontario to appoint such arbitrator. Each party shall pay one half (1/2) of the fees and expenses of the arbitrator and any costs of the place of hearing such arbitration if and when the necessity arises.
- 7.07 No person may be appointed as a nominee, Chairperson or sole arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 7.08 No matter may be submitted to arbitration which has not been carried through the appropriate steps of the complaint and grievance procedures.
- 7.09 The Parties may mutually agree to the use of a mediator prior to referral to arbitration.

#### **ARTICLE 8 – DISCHARGE AND DISCIPLINE**

- 8.01 An employee who is discharged or disciplined shall have a Steward present during any meetings regarding the discipline or discharge.
- 8.02 An employee, who has completed their probationary period, and has been discharged or suspended may file a grievance at Step Two of the grievance procedure within five (5) working days after such discharge or suspension. The discipline, release, or discharge of a temporary, seasonal, or probationary employee shall not be the subject of a grievance or arbitration, unless it can be shown that such action was arbitrary, discriminatory, or in bad faith.
- 8.03 Where a grievance, which is filed under Article 8.02 is not settled and duly comes before an Arbitration Board, the Board may make a ruling subject to this Article and to Article 7;
- (a) confirming the Employer's action;

- (b) reinstating the employee with compensation for regular time lost (except for the amount of any remuneration or compensation the employee has received from any other source pending the disposition of their case); or
  - (c) disposing of the grievance in any other manner which may be just and equitable.
- 8.04 (a) Subject to Article 8.04(b), records pertaining to discipline shall be removed from the employee's personnel file and shall not be used against the employee after twelve (12) months, provided there have been no further discipline during that period for a similar reason.
- (b) The parties acknowledge the seriousness of the behaviours below and maintain that the workplace should be free from such behaviour. Any letter of reprimand, suspension or other sanction on account of workplace violence, harassment, or discrimination, which includes but is not limited to, sexual harassment, bullying, physical violence, or threats of the same, shall remain on an employee's disciplinary record for no longer than forty-eight (48) months.

## **ARTICLE 9 – SENIORITY**

- 9.01 Newly hired permanent full-time employees shall serve a probationary period of ninety (90) calendar days and shall have no seniority rights during this period.

Permanent part-time employees shall serve a probationary period of 560 hours. No probationary period shall be longer than six (6) months.

At the end of the probationary period, if the probationary employee has not been available to work the full probationary period due to illness or injury, the length of the probation period shall be extended by the length of the absence due to illness or injury at the sole discretion of the Municipality. Notice shall be provided to the Union identifying the probationary employee and the length of the probationary extension.

If at the end of the probationary period, the probationary employee's work performance has not met expectations, the length of the probation period may be extended with mutual consent of the parties.

Upon completion of the probationary period a new employee shall have a seniority dated back equal to the probationary period served.

Seasonal Employees returning for a second season shall be deemed to have completed their probationary period and shall be placed at the job rate.

- 9.02 "Seniority" shall mean an employee's length of continuous service within the bargaining unit. Permanent part-time and seasonal employees' seniority shall accrue based on hours worked to a maximum of forty hours per week. 1320 hours shall equate to one year of seniority for employees working less than full-time. An employee shall maintain and accumulate seniority under the following conditions:

- (a) While the employee is actively at work for the Employer after the employee has completed their probationary period as set out in Article 9.01 above;
  - (b) During any period when the employee is prevented from performing their work for the Employer by reason of injury arising out of and in the course of their employment for the Employer and for which the employee is receiving compensation under the provisions of the Workplace Safety and Insurance Act, subject to Article 9.05;
  - (c) During the first ninety days of any leave of absence;
  - (d) During the first ninety days of any absence due to illness or any lay-off or a period equal to the employee's seniority prior to such absence, whichever is the lesser.
- 9.03 Both parties recognize that job security should increase in proportion to length and quality of service. Therefore, in the event of a layoff, employees shall be laid off in accordance with Article 9 – Seniority; however, the Employer shall retain sufficient employees in each classification in order to continue to provide competent service to the public. Employees shall be recalled in the order of their seniority, providing they are qualified to do the work.
- 9.04 Lay offs, under the provisions of this Collective Agreement shall include the reduction of daily or biweekly hours of any:
- Permanent full-time or part-time employee.  
No permanent full-time employee within the bargaining unit shall be laid off by reason of their duties being assigned to one or more permanent part-time employees.
- No present permanent full-time or part-time employee shall be laid off due to contracting out/privatization of the services performed by members of the bargaining unit.
- 9.05 In the event of a proposed lay off of a temporary and/or permanent and/or long-term nature of thirteen (13) calendar weeks or more, the Employer shall:
- a) Provide affected employees and the Union with notice in accordance with the *Employment Standards Act, 2000* as amended from time to time.
  - b) The Employer shall provide the Union the reasons and expected duration of the lay-off, any realignment of service or staff and its effect on employees in the bargaining unit.
- 9.06 **Lay Off Procedure**
- a) In the event of lay off, the Employer shall lay off employees in reverse order of seniority within their classification, provided that there remain on the job employees who are able to meet the requirements of the job.
  - b) An employee who is subject to lay-off shall have the right to either:
    - i. Accept the lay off; or

- ii. Displace an employee who has:
    - less bargaining unit seniority in a lower or identical paying classification; and
    - who has scheduled hours less than or equal to the employee being laid off, and
    - if the employee originally subject to lay off is qualified for and can perform the duties without training other than orientation.
  - iii. An employee who wishes to exercise their right to displace another employee with less seniority shall advise the Employer within five (5) days of the date of the notice of lay off issued by the Employer. Failure to meet this time requirement shall be deemed an acceptance of the lay off.
  - iv. In the event that an employee is laid off from the permanent full-time bargaining unit and provided that no other permanent full-time bargaining unit positions are available for which the employee is qualified and able to perform, the permanent full-time bargaining unit employee shall then be allowed to displace a permanent part-time bargaining unit employee with less seniority provided that the employee is qualified and able to do the work available.
- c) When an employee is to be laid off, the employee shall be allowed one (1) hour with pay, during their last shift in order to attend a meeting with Human Resources.

#### 9.07 **Lay Offs and Recalls**

- a) An employee shall have opportunity of recall from a lay off to an available opening, in order of seniority, provided they have the ability and qualifications to perform the work, and provided such opening is first posted under the job posting procedure, and has not been filled. In determining the ability and qualifications as required by law, as agreed between the parties, of an employee to perform the work for the purposes of the first sentence above, the Employer shall not act in an arbitrary manner.
- b) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- c) Employer's notification may be provided either by telephone, registered mail or email. Notice by registered mail or email shall be deemed to have been received by the employee two (2) days after mailing or transmission.

Within three (3) calendar days after receiving notification, the employee shall contact the Employer by telephone or email or by delivery of written notification of their intentions to return to work and advise of the earliest date the employee is available to return.

Such return to work shall not be any later than fourteen (14) days after the employee provides the notification of intent to return to work, unless otherwise mutually agreed upon.

- d) Employees on lay off or notice of lay off shall be given preference for temporary vacancies, which are expected to exceed twenty (20) days of work, provided the

employee has the ability and qualifications to perform the work. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay off. This provision supersedes the job posting provision.

- 9.08 Seniority lists shall be supplied to the Union and posted on the bulletin board at each work location during the first week of January and the first week of July of each year of this Agreement. Employees shall have five (5) days to bring any errors to the attention of the Employer after which the seniority list shall not be altered and shall not be the subject of a grievance.
- 9.09 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 voluntarily quits;
  - b) If the employee retires;
  - c) If the employee is discharged for just cause and not reinstated through the grievance procedure;
  - d) If the employee fails to report for duty after a lay-off or leave of absence in accordance with the provisions of this Agreement;
  - e) If eighteen (18) months have elapsed from the day of lay-off;
  - f) If the employee is absent from work for more than two (2) scheduled working days without notifying the Employer, unless in the circumstances it is impossible for the employee to do so;
  - g) If the employee does not return to work after lay-off within the time specified in Article 9.07 (d) after being recalled by the Employer by telephone, by registered mail or email addressed to the employee at their address last known to the Employer. It shall be the employee's responsibility to keep the Employer and the Union notified as to any change of address or telephone number so that they will be up-to-date at all times.
  - h) If the employee overstays a leave of absence granted by the Employer without securing a written extension of leave, unless the employee has a reason acceptable to the Employer.
- 9.10 An Employees promoted to temporary supervisory positions or positions not covered by this Agreement shall retain their seniority if transferred back into the bargaining unit within six (6) months of the promotion. The temporary promotion may be extended with mutual agreement between the parties, in writing, in the form of a Letter of Agreement. The time served in a position outside the bargaining unit shall not be included in their seniority standing. The Employee shall continue to pay union dues in accordance with Article 4 during the six (6) month term, or longer if the parties mutually agree to extend the temporary promotion.

## **ARTICLE 10 – JOB POSTING: PROMOTION PROCEEDINGS**

10.01 When a new job classification in the bargaining unit is added or additional employees are required in any of the job classifications within the bargaining unit the Employer shall post a notice of the vacancy for a period of five (5) working days on a bulletin board. The notice shall specify the nature of the job, the qualifications required and the rate of pay. An employee who wishes to be considered for the position so posted shall signify a desire by making formal application in the forms supplied by the Employer in accordance with the provisions of the posting.

10.02 Filling any posted vacancy under this Article, the Employer shall consider the requirements and efficiency of operations, the knowledge, training, skill and ability of the individual to perform the required work and where these are, in the opinion of the Employer, relatively equal, seniority shall govern. If the job is not filled as a result of the posting or if no suitable applications are received, the Employer reserves the right to hire externally.

The Employer may advertise simultaneously when posting only where it believes no current Employee has the skills, abilities, and qualifications for the new or vacant position, and the Union shall be notified in advance. An Employee who is covered by this Agreement shall be reviewed and considered first before filling the posted vacancy. External applicants shall be considered only when no qualified internal applicant applies.

10.03 Should a vacancy be created by the placement of an internal applicant in Article 10.02, the vacancy then created shall be posted internally. Any further vacancy may be filled by the Employer without an internal posting. Should the successful applicant for such vacancy be unsatisfactory or the Employee is unsatisfied with the position, the employee shall be returned to their former job and the vacancy shall be reposted.

10.04 Any employee who has successfully bid under this Article shall not be entitled to bid on a posted job before six (6) months from the date of a successful bid, except with the Employer's permission.

10.05 Any job which is vacant because of illness, accident, vacation, leave of absence, temporary transfers, temporary promotion and temporary vacancies shall not be deemed to be vacant for the purposes of this Article.

Temporary vacancies expected to be three (3) months or longer shall be posted internally. Vacancies expected to be less than three (3) months do not require an internal posting.

10.06 All promotions or transfers shall be temporary until the employee can satisfactorily perform the work required. Should the successful applicant for such vacancy be unsatisfactory or the Employee is unsatisfied with the position, the employee shall be returned to their former job, within thirty (30) working days and the vacancy shall be reposted.

10.07 The Employer has the exclusive right to temporarily transfer employees within various job classifications and the right to direct the work function of all employees.

Temporary transfers shall be transfers for sixty days or less, except where such transfers are made to cover an employee who is on sick leave or on vacation.

- 10.08 If the rate of pay for the job to which the employee is temporarily transferred is less than the employee's regular rate of pay, for the job from which the employee has been transferred the employee shall receive their regular rate of pay during such temporary transfer.
- 10.09 If the rate of pay for the job to which the employee is transferred is higher than the employee's regular rate of pay for the job from which the employee has been transferred, the employee shall receive the higher rate of pay for the job to which the employee has been transferred.

### **ARTICLE 11 – EMPLOYEE REPRESENTATION**

- 11.01 The Employer acknowledges the right of the Union to elect or appoint three (3) stewards. Each member of this committee and all stewards shall be employees of the Employer during their time of office.
- 11.02 The name and jurisdiction of each of the stewards selected shall be given to the Employer in writing and the Employer shall not be required to recognize any such steward until it has been notified in writing by the Union of the names of the stewards.
- 11.03 The privileges of stewards to leave their work to attend to Union business is granted on the following conditions:
- (a) there shall be no loss of pay while absent from their work.
  - (b) such business must be between the Union and Employer. Employees having grievances cannot discuss these with the steward in working hours, except in the case of discharged employees.
  - (c) the time shall be devoted to prompt handling of necessary Union business.
  - (d) individuals concerned shall obtain the permission of their immediate supervisor before leaving their work.
  - (e) the Employer reserves the right to limit such time if it deems the time to be excessive.
- 11.04 At any further negotiations for the renewal of this Agreement, the bargaining unit shall be represented by a Negotiating Committee consisting of not more than three (3) employees of the Employer and the Union's representative. Each member of this committee shall be employees of the Employer during their time in office. The Employer shall recognize and bargain with the said Committee on any matter properly arising on negotiations for the renewal of this Agreement. The Union shall notify the Employer in writing of the names of the members of the negotiating committee at the time of their appointment and the Employer shall not be required to recognize any committee member until it has been so notified.

11.05 The privileges of members of the Negotiating Committee to leave their work to attend Union business while performing their duties with the Employer is granted on the following conditions:

- (a) there shall be no loss of pay while absent from their work;
- (b) such business must be between the Union and Employer;
- (c) the time shall be devoted to prompt handling of necessary Union business.

11.06 **The Labour Management Committee:** Consisting of not more than three (3) employees (one employee from each department) and not more than three (3) representatives of the Employer for the purpose of improving communications between the parties and discussing matters of mutual concern. This Committee shall hold regularly pre-scheduled meetings as mutually agreed, meetings not to exceed six (6) per year unless deemed necessary by both parties. The Union and the Employer shall exchange agendas of matters appropriate for discussion.

The purpose of the meeting is to discuss issues of mutual importance to the parties, an opportunity to discuss policy, and to resolve non-grievance items.

Minutes of each meeting of the Committee shall be prepared and distributed to the Committee members within 10 days of the meeting. They shall be reviewed and signed by the members of the Committee at the next Committee meeting. The Union and the Employer shall receive signed copies of the minutes. One (1) copy of the signed minutes shall be posted on the Union bulletin board.

Employees shall suffer no loss of pay while absent from work to attend Labour Management meetings.

Representation from departments not required at specific Labour Management meetings shall not be required to attend.

11.07 The Union shall have the right at any time to have the assistance of a representative(s) of the Canadian Union of Public Employees.

## **ARTICLE 12 – ACCIDENT PREVENTION-HEALTH AND SAFETY**

12.01 The Employer shall make reasonable provisions for the health and safety of its employees during working hours. Safety shall be a joint responsibility of the Employer, the Union and employees and shall be pursuant to the *Occupational Health and Safety Act*, (Ontario).

12.02 Each workplace shall have at least one (1) Health and Safety Representative appointed or elected by the Union. The Health and Safety Representative shall exercise their function and powers in accordance with the *Occupational Health and Safety Act*, as amended from time to time.

- 12.03 The Employer shall arrange for training for the Health and Safety Representative(s) to enable them to effectively exercise the powers and perform the duties of a health and safety representative. At least one (1) Health and Safety representative(s) shall be certified.

### **ARTICLE 13 – NO DISCRIMINATION**

- 13.01 The Employer and the Union agree that in accordance with the provisions of the Ontario *Human Rights Code*, there shall be no discrimination or harassment by the Employer, the Union or the Employees against any employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status, or disability, Union membership, or lack of Union activity.
- 13.02 The Employer and the Union acknowledge that the Ontario *Human Rights Code*, the *Employment Standards Act, 2000*, the Ontario *Labour Relations Act*, and the *Occupational Health and Safety Act* shall apply to all employees. Any greater right or benefit contained in these Acts shall prevail.

### **ARTICLE 14 – UNION ACTIVITY**

- 14.01 The Union agrees that there shall be no solicitation for membership or other Union activity on the premises of the Employer during an employee's working hours except as otherwise provided in this Agreement.
- 14.02 The Union agrees that there shall be no intimidation, interference, restriction or coercion exercised or practiced by employees of the Employer, by any of its members or representatives.
- 14.03 The Union shall not engage in any Union activities during working hours or hold meetings on the premises of the Employer without the permission of the Employer.
- 14.04 The Employer shall provide one bulletin board in a mutually satisfactory location in each work site of the employees for the convenience of the Union for posting notice of Union activity. All such notices or other literature must be signed by the proper officers of the Union and approved by the Employer prior to their being posted or distributed.

### **ARTICLE 15 – HOURS OF WORK AND OVERTIME**

- 15.01 The following is intended to define the normal hours of work for employees but shall not be interpreted as a guarantee of hours per day or per week.

The regular hours of work shall be as follows:

**Food/Event Co-ordinator** – twenty-four (24) to thirty-two (32) hours/week.

**Canteen Employees**– Employees shall be scheduled for no less than two (2) hours per shift.

**Seasonal Recreational Employees** – Shall be scheduled for no less than (3) hours per shift.

**Crossing Guards** – two (2) hours per day during school year on school days. Employees may be scheduled to allow for more than one Crossing Guard to cover the hours.

**Facility Custodian** - Work forty (40) hours per week – eight (8) hours per day plus a 30 min unpaid lunch.

**Facility Operators (Full-time)** – Work forty (40) hours per week – eight (8) hours per day plus a 30 min unpaid lunch.

**Facility Operators (Part-Time)** – Work twenty (20) hours per week on average.

**Public Works** – 7:00 a.m. – 3:30 p.m. including half (½) hour unpaid lunch Monday through Friday to a total of forty (40) hours.

**Administrative Office** – 8:30 a.m. – 4:30 p.m. including one (1) hour unpaid lunch Monday through Friday to a total of thirty-five (35) hours.

Employees shall have the option of working a compressed work week with the written approval of the supervisor.

The Employer shall provide a copy of the compressed work schedule to the Union.

From time to time due to weather conditions, the Employer shall have the right to alter the schedule to provide road service. Between Nov.1 and Apr.30, employees may be required to work 11 PM to 7 AM.

- 15.02 The Employer does not guarantee to provide work for an employee for regularly assigned hours or for any other hours.
- 15.03 A rest period of fifteen minutes shall be provided during the first half of each regularly scheduled shift and another fifteen minutes shall be provided during the second half of each regularly scheduled shift.
- 15.04 Above breaks and meal periods may be on a staggered basis as arranged by the supervisor.
- 15.05 Time and one-half (1½ x) an employee's straight time hourly rate shall be paid for all hours worked in excess of the normal daily hours of work.

- 15.06 Time and one-half (1½ x) an employee's straight time hourly rate shall be paid for all hours worked on a Saturday or in the case of Recreation employees, the first regularly scheduled rest day.
- 15.07 Two times (2x) an employee's straight time hourly rate shall be paid for all hours worked on a Sunday or in the case of Recreation employees, the second regularly scheduled rest day.
- 15.08 Employees shall have the option of receiving wages at the appropriate overtime rate or banking time off at the appropriate overtime rate in lieu of wages for all overtime worked. The banked hours will be capped at a maximum of forty (40) hours for Recreation employees, one hundred (100) hours for Public Works employees and thirty-five (35) hours for Office employees.
- Banked overtime hours shall run from December 1 to November 30, each year. By November 30<sup>th</sup>, banked overtime must either be used, or be scheduled to be used by no later than December 31<sup>st</sup> of that year. Any unused, unscheduled banked overtime, up to forty (40) hours, shall be paid out in the pay period following November 30.
- 15.09 The Employer shall make every reasonable effort to equalize available overtime among Permanent Full-Time and Part-Time employees who are qualified to perform the available work. Geographical area of the work and proximity of the worker may be considered. If overtime has been offered to all permanent employees and no employee is available, overtime may be offered to seasonal/temporary staff.
- 15.10 Whenever ordinary work, except emergency work as defined by the Employer, cannot be reasonably continued during working hours by reason of inclement weather conditions, the Employer shall either provide indoor work for outside crews or allow them to stand by inside. No loss of pay shall result by reason of the provisions of this clause.
- 15.11 The Employer shall post a schedule for the season of work days and hours of work for all Parks and Recreation employees at least three (3) weeks in advance of the date the applicable season comes into effect. Seasonal employees may have their schedule changed with seventy-two (72) hours' notice or less if agreed by the employee.

## **ARTICLE 16 – VACATIONS**

- 16.01 An employee who has:
- (a) Employees shall receive three (3) weeks' vacation per year with pay at the employee's current rate of pay (prorated in the first year).
  - (b) Eight (8) years or more continuous service with the Employer shall receive four (4) weeks' vacation per year with pay at the employee's current rate of pay.

- (c) Fifteen (15) years or more continuous service with the Employer shall receive five (5) weeks' vacation per year with pay at the employee's current rate of pay.
  - (d) Twenty-three (23) years or more continuous service with the Employer shall receive six (6) weeks' vacation per year with pay at the employee's current rate of pay.
- 16.02 All vacation time approvals are subject to the operational requirements of the Municipality and must be approved by an employee's supervisor. No vacation request shall be unreasonably denied.
- 16.03 The Employer shall post a vacation schedule January 1 of each year. Employees may request vacation from their supervisor and shall be granted vacation based on the employee's seniority until April 1 of each year. Vacation requests received after April 1 shall be granted on a first come first served basis.
- 16.04 The vacation year shall be January 1 to December 31. An employee's vacation shall be taken in that year in which it is earned and shall not be carried forward to the following year. In exceptional circumstances, with the consent of the Employer, one (1) week may be carried over to be used by March 31 of the following year.
- 16.05 (a) Permanent part-time employees shall receive vacation and vacation pay in accordance with the provisions of this Article pro-rated to their regular hours of work.
- (b) Seasonal and temporary employees shall be paid vacation pay on each pay cheque.
- 16.06 In the event of the death of any employee, their heirs or their estate shall be entitled to receive such vacation as may stand to the employee's credit, subject to the necessary succession duty or other tax releases, as may be required, being filed with the Treasurer of the Corporation.
- 16.07 Should an employee resign, retire or become terminated prior to earning vacation that has been taken, such employee shall repay that amount to the Employer.
- 16.08 A permanent full-time employee's vacation entitlement does not accrue when the employee is receiving Long Term Disability benefits longer than one (1) year, or non-statutory leaves longer than six (6) months.

## **ARTICLE 17 – PAID HOLIDAYS**

- 17.01 The following shall be recognized as holidays specified in this Agreement:

New Year's Day  
Family Day  
Good Friday

Civic Holiday  
Labour Day  
Thanksgiving Day

Easter Monday  
Victoria Day  
Canada Day  
Half Day before Christmas Day  
Half Day before New Year's Day

Remembrance Day  
Christmas Day  
Boxing Day

Or days celebrated in lieu thereof, regardless of the day on which it falls, subject to the following conditions.

Permanent full-time employees shall be paid on the basis of their standard daily hours at the straight time hourly rate. Permanent part-time, seasonal, and temporary employees shall be paid as per the formula outlined in the *Employment Standards Act, 2000* as amended from time to time.

17.02 An employee shall be paid for the holiday provided they:

- (a) work their last full scheduled shift before and their first full scheduled shift after such holiday and works on such holiday if they are scheduled to work, unless excused by the Employer,
- (b) is on the active payroll of the Employer and not on leave of absence, sick leave, worker's compensation or lay-off,

17.03 If any of the above holidays fall or are observed during an employee's vacation, they shall be entitled to an additional day off with pay at the straight time hourly rate. The scheduling of such day shall be approved by the Employer.

17.04 An employee required to work on a Holiday shall be paid at time and one half (1½ x) their regular straight time rate of pay for all hours worked on the Holiday in addition to any Holiday pay to which they may be entitled.

## **ARTICLE 18 – REPORTING PAY AND CALL-IN ALLOWANCES**

18.01 Unless employees are notified not to report for work, employees who report for work at their regular starting time and for whom no work is available, shall be offered at least four hours employment at other work at their regular hourly rate of pay or at the election of the Employer they shall be paid a minimum of four hours pay at their regular hourly rate. The provisions of this paragraph shall not apply in the event of strikes, power, water or air failure or any other conditions beyond the control of the Employer which prevent the Employer from providing work, or where the Employer is unable to advise the employee or leave a message not to report for work because the employee has not provided his current address and telephone number to the Employer.

18.02 (a) A Manager shall approve the necessity of an after-hours call-in and the appropriate employee to call, prior to any employee being called-in to report to work.

- (b) An employee who is called in and reports for work outside their regularly scheduled hours of work shall be paid at time and one half (1 ½ x) or a minimum of four hours at their straight time hourly rate, whichever is greater. This clause shall not apply to an employee who is called in early to perform work which continues into their regularly scheduled starting time.

#### **ARTICLE 19 – BEREAVEMENT LEAVE**

- 19.01 The Employer shall pay a permanent full-time employee up to five (5) days' pay at the employee's straight time hourly rate for all regular time lost in the event of the death of the employee's spouse, father, step-father, father-in-law, mother, step-mother, mother-in-law, child, step-child, brother, step-brother, sister, step-sister, grandchild, or step-grandchild and up to three (3) day's pay at the permanent full-time employee's straight time hourly rate for all regular time lost in the event of the death of the employee's grandparent, step-grandparent, grandparent-in-law, brother-in-law, sister-in-law, son-in-law or daughter-in-law. The Employer shall pay a permanent full-time employee up to one (1) day's pay in the event of the death of the employee's aunt, uncle, niece, nephew, a relative of the employee who is dependent on the employee for care or assistance, or for being a pallbearer. Payment shall be made only to the extent of time lost while making arrangements for and/or attending the funeral.

The employee shall be deemed to have taken their statutory Bereavement Leave under the *Employment Standards Act, 2000* as amended from time to time if the employee uses leave under this section.

- 19.02 Employees shall not be paid pursuant to this Article for Saturdays, Sundays, Paid Holidays, or leave of absence or for any other period during which they would not have worked other than paid vacation.
- 19.03 An employee shall not be eligible to receive payment under the terms of Bereavement Leave for any period in which they are receiving payment for WSIB, sick pay or holiday pay.
- 19.04 For purposes of clarity, should legal separation or divorce have taken place, in-laws are excluded from this Article.
- 19.05 To qualify for paid bereavement leave, the employee must have completed the probationary period.

#### **ARTICLE 20 – JURY DUTY**

- 20.01 A permanent full-time employee who is selected for service as a juror, Crown Witness, or in a Coroner's inquest shall be compensated for loss of pay from their regularly scheduled shift due to such jury service. Such compensation shall be based on their regular scheduled hours at their regular straight time hourly rate less the fee received for their services as a juror. However, should the employee present for selection as a juror and not be selected then they are required to return to the workplace to complete their remaining normally scheduled workday.

20.02 In order for an employee to qualify for payment under this Article they must:

- (a) inform their supervisor within twenty-four hours of their selection as a juror,
- (b) release from service as a juror and four hours or more remain in the employee's regular scheduled hours, the employee must return to the workplace to complete their remaining normally scheduled work day,
- (c) provide a written statement to the Employer indicating the date of their service as a juror, the time so spent and the fee received for their services as juror, and
- (d) have completed their probationary period.

### **ARTICLE 21 – OTHER LEAVES**

21.01 Permanent full-time and part-time employees who have at least one year's seniority may be granted a leave of absence without pay at the discretion of their Department Head or designate, provided the Department Head or designates given reasonable notice of such request.

21.02 When working conditions permit, in the opinion of the Department Head or designate and on written request of the President of the Local Union, submitted at least two (2) weeks in advance, the Employer agrees to grant a leave of absence, without pay, to delegated Union members to attend conventions or conferences. The Employer agrees to continue wages and benefits for such employees and shall send an invoice to the Union to cover the cost for wages and benefits. The Union agrees to promptly pay the Employer upon submission of the invoice.

21.03 An employee shall be allowed a leave of absence, without pay, for pregnancy and parental leave in accordance with the provisions in effect under the *Employment Standards Act, 2000* as amended from time to time.

21.04 An Employee shall be allowed a leave of absence, without pay, where they qualify, in accordance with the provisions in effect under the *Employment Standards Act, 2000*, as amended from time to time.

### **ARTICLE 22 – PENSION and HEALTH BENEFITS**

22.01 The Employer agrees to pay premiums equal to the employee's deductions under the Ontario Municipal Employees Retirement System (OMERS) and the Canada Pension Plan.

22.02 The Employer shall pay on behalf of each permanent employee, including their dependents, regularly scheduled for 32 hours or more, who has completed their

probationary period with the Employer one hundred percent (100%) of the premium cost the following:

**HEALTH BENEFITS**

Life Insurance	2x annual earnings to a maximum of two hundred and fifty thousand (\$250,000.00) dollars
Dependent Life	\$2,500/\$1000
Long Term Disability	66 2/3 maximum \$6000 monthly
Drugs – pay direct	100% prescribed drugs including life sustaining drug
Vision (24 months)	Five Hundred (\$500), eye exam once every 24 months
Paramedical	One thousand (\$1,000) dollars per annum for all paramedicals (Chiropractic, Chiropracist/Podiatrist, Naturopath, Osteopath, Psychologist, Social Worker, Psychotherapist, Psychiatrist, Speech Therapist)  except for massage and physiotherapy which shall remain as follows:  Physiotherapy – Reasonable and customary charges  Registered Massage Therapist – 20 visits per calendar year
Hospital Private room coverage	100%
Supp. Health Care	100%
Out of Province	100%
Dental	100% one year lag in ODA rates <ul style="list-style-type: none"><li>• Major restorative<ul style="list-style-type: none"><li>○ \$2000.00 annual maximum per family member</li><li>○ 50/50 co-insurance</li></ul></li></ul>

22.03 The Employer may substitute another carrier or insurer, as the case may be, provided that the level of benefits is equal to or better coverage. The Employer shall provide the Union with a summary document outlining the differences, if any, between the levels of benefits provided by the existing and new carrier plans. The Employer shall provide

the Union with the full details of any changes made by an existing carrier or insurer to current plan provisions.

The Employer shall supply benefit booklets, with appropriate amendments, to new Employees at the time of enrolment and thereafter on request. The Employer shall provide Employees with amendments to the benefit booklet when changes have been made.

#### **22.04 Paid Sick Leave**

Paid Sick Days:

- 1.5 days per month for each full-time permanent employee
  - All days shall accumulate in a sick day bank
  - Maximum number of accumulated days shall be 107 days [representing 25% above the LTD 17-week elimination period]
  - No cash out
  - Allowed to top up only Long-Term Disability
- (a) Each permanent full-time employee, upon completion of the probationary period, shall be credited with fifteen (15) paid sick leave days to be banked and utilized if required due to a legitimate illness or injury.
- (b) Any permanent full-time employee who, as of the date of ratification, has an accumulated sick bank greater than 107 days, shall have such time grandfathered.
- (c) Employees whose sick time has been grandfathered pursuant to Article 22.03(b) shall accumulate and bank sick days as per Article 22.03 once the grandfathered sick time falls below 107 days.
- (d) Paid sick leave does not accrue when the permanent full-time employee is not actively at work, such as when the employee is receiving Employment Insurance, Long Term Disability benefits, or on non-statutory leaves longer than thirty (30) days.

#### **22.05 Proof of Illness**

Any employee that is off work on sick leave for three (3) or more days will, when requested, produce a certificate from a qualified medical practitioner certifying that such employee is unable to carry out their duties due to illness.

The cost of such required certificate shall be paid by the Employer.

22.06 In the event that an employee is sick requiring medical treatment during vacation time and wishes to exchange vacation day(s) for sick days, the employee will be required to provide a medical certificate upon return to work detailing the sick leave period. The cost of the medical certificate will be at the cost of the employee.

22.07 Employees are to notify their Supervisors as early as possible of their absence and expected date of return to work on a full-time basis.

22.08 Employees shall continue to accrue seniority during periods of absence due to illness or injury, whether or not work related.

22.09 All permanent full-time employees shall be entitled to use up to four (4) days from their sick leave bank each calendar year for personal reasons, which shall include personal responsibilities, family obligations, or appointments with a healthcare professional. Personal days shall be deducted from the employee's available sick bank, and must be used in increments of not less than one hour.

If an employee uses a personal day in circumstances for which they would also be entitled to a leave under the Family Responsibility Leave in the *Employment Standards Act, 2000*, as amended from time to time, the employee will be deemed to have taken their statutory leave.

22.10 **Benefits in Lieu**

Permanent part-time employees, not in receipt of health benefits; with the Employer, who have completed their probationary period shall receive an additional five (5) percent their hourly wage in lieu of benefits.

22.11 **YMCA Membership**

The Employer agrees to reimburse permanent full-time and part-time employees for fifty percent (50%) the cost of a personal YMCA gym membership upon presentation of receipts.

Seasonal and temporary employees shall be eligible for a pro-rated amount for the reimbursement under Article 22.10 based on the number of months of completed active service to the Employer.

22.12 Permanent part-time employees who work an average of 32 hours per week annually shall be able to participate in the benefit plan.

22.13 **Early Retirement Benefits**

If a permanent full-time employee retires prior to the age of seventy (70) years, the employee shall be eligible to continue to participate in the Employer's extended health, drug, vision and dental group benefit plans until the employee reaches the age of seventy (70) years, or for a maximum term of five (5) years, and the Employer shall pay fifty (50) percent of the premiums for such plans, provided that upon retirement the employee:

- Is fifty-five (55) years old or older; and;
- Has a minimum of ten (10) years of service

22.14 All Employees shall have access to the Employee Family Assistance Plan maintained by the Employer, as may be amended from time to time.

**ARTICLE 23 – PAY EQUITY**

23.01 The parties agree to maintain pay equity throughout the life of this agreement.

## **ARTICLE 24 – TRAINING**

- 24.01 With prior approval of the Employer, the employee may be reimbursed for comparable training to a maximum of Employer's comparable training cost.
- 24.02 The Employer shall reimburse permanent full-time and part-time employees the cost of all applicable training, licenses and/or certificates required to perform their job providing the written authorization has been obtained from their supervisor and successful completion of the course as evidenced through receipt of license or a certificate of completion or program certificate. Time to complete the training outside of regular work hours shall be paid at straight time unless a schedule change can accommodate the requisite hours.

The Employer shall reimburse permanent full-time and part-time employees all costs for the renewal of the AZ or DZ license, and the required medicals for the AZ and DZ licenses.

## **ARTICLE 25 – ALLOWANCES**

- 25.01 An employee who is required to use their own vehicle on Municipal business shall receive the approved traveling allowance rates.
- 25.02 (a) For permanent full-time and part-time employees who are required to work outside, the Employer shall provide up to a maximum of three hundred dollars (\$300) inclusive of HST, either in a reimbursement after the submission of original receipts or through the option of a company store identified by the Employer, for the purchase of safety approved winter and summer apparel necessary for the employee's work requirements.
- Receipts must be submitted annually no later than May 1<sup>st</sup> of each year. Apparel selected must be appropriate based on the requirements of the employee's position.
- (b) The Employer shall provide a shop coverall to permanent full-time and part-time employees where necessary for their work requirements. The shop coverall shall be replaced at the Manager's discretion.
- (c) The Employer shall provide permanent full-time and part-time employees with \$100.00 allowance for the purchase of municipally branded apparel.
- (d) The Employer shall provide seasonal and temporary employees the required winter and summer safety approved apparel as determined by the Employer.
- 25.03 Those permanent full-time and part-time employees who are required to wear safety footwear (green patch) shall have a yearly allowance of three hundred and fifty (\$350.00) dollars, including taxes. The Employer shall provide the arrival of a proper company store no later than September 30 for the employees' selection of same and shall pay all receipts to the company store to a maximum of the three hundred and

fifty (\$350.00) dollars per year allowance including taxes for all employees entitled to this issue.

- 25.04 Any permanent full-time or part-time employee wishing to purchase their safety footwear at a retail store of their choice shall provide the receipt(s) to the employer for reimbursement. Such reimbursement shall be made within two (2) pay periods.
- 25.05 The Employer shall provide each employee in Public Works and Water Department with a pair of safety rubber boots. The Employer shall replace safety rubber boots as required due to wear and tear.

#### **ARTICLE 26 – SHIFT PREMIUM**

- 26.01 Shift premium shall be \$1.75 per hour.

Recreation employees shall be entitled to shift premium for all hours worked after 4:00 p.m. on Monday to Friday and for all hours worked on Saturdays or Sundays.

Public Works and Water Department employees shall be entitled to shift premium for hours worked prior to 7:00 a.m. or extend beyond 3:30 p.m. while assigned to special projects.

Season Full-Time Winter Road Patrol shall be entitled to shift premium for all hours worked after 4:00pm on Monday to Friday and for all hours worked on Saturday or Sunday.

There shall be no duplication or pyramiding of shift and overtime premiums.

#### **ARTICLE 27 – OVERALL RESPONSIBLE OPERATOR (ORO)**

- 27.01 In the absence of the Public Works Manager or Manager of Parks and Recreation, an Employee may be designated as Overall Responsible Operator (ORO) by the Employer. An Employee designated as ORO shall accept the responsibilities and duties of ORO for a specific time period. When an Employee is designated the responsibility of ORO, they shall receive a premium of \$40.00 per day for weekdays, and \$50.00 for Saturday, Sunday, and stat holidays above their normal rate of pay. The \$40.00 or \$50.00, as the case may be, shall be provided for any full or portion of a calendar day. It is understood that an Employee may decline being designated as the ORO.

#### **ARTICLE 28 – WAGES AND CLASSIFICATIONS**

- 28.01 The job classifications and rates of pay shall be as set forth in Schedule "A" attached hereto and forming part of this Agreement.

**Clarification Note - Minimum Standard for Public Works Employees**

- Public Works Operator 1:** (AZ or DZ license and Grader)  
Operates a Grader with ability to finalize road for final construction, operates a Backhoe and Loader along with the operation of Snow Removal Equipment and Heavy Machinery, Bucket Truck, cemetery locates and interment preparation; and, other duties as assigned.
- Public Works Operator 2:** (DZ license and no Grader)  
Truck driver with DZ License, operates a Backhoe and Loader along with the operation of Snow Removal Equipment and Heavy Machinery, Bucket Truck, cemetery locates and interment preparation; and, other duties as assigned.
- Public Works Operator 3:** (DZ License and Snow Removal)  
Truck driver with DZ License, operates a Loader along with the operation of Snow Removal Equipment; Winter Road Patrol; and, other duties as assigned.
- Public Works Labourer:** (DZ License and general public works)  
Truck Driver with DZ License, general public works and other duties as assigned.
- Grader Operator Premium:** Qualified employees, not classified as Public Works Operator 1, shall receive the Public Workers Operator 1 wage rate for time spent operating a grader. The Public Works Operator 1 wage rate premium is only payable on time spent actually operating the grader. The Employer has sole discretion to determine whether an employee is qualified to operate the grader.

**Clarification Note - Minimum Standard for Recreation Employees**

- Facility Operator 1:** (both C.I.T. and C.G.T. or C.B.T.)  
Employee who has successfully obtained both their C.I.T. (Certified Ice Technician) and C.G.T. or C.B.T. (Certified Grounds Technician or Certified Building Technician) certifications and, other duties as assigned.
- Facility Operator 2:** (either C.I.T. or C.G.T.)  
Employee who has successfully obtained either one of the C.I.T. (Certified Ice Technician) or (Certified Grounds Technician) certifications and, other duties as assigned.
- Facility Operator 3:** (neither C.I.T. or C.G.T.)  
Employee who has neither the C.I.T. (Certified Ice Technician) nor the C.G.T. (Certified Grounds Technician); basic knowledge and

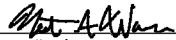
understanding of the Refrigeration System, Turf Equipment, G-License, Ice Re-Surfacers and, other duties as assigned.


**ARTICLE 29 – TERM OF AGREEMENT**

29.01 This Agreement shall commence on the 1<sup>st</sup> day of July 2022 and continue until the 30<sup>th</sup> day of June 2026. This agreement shall continue from year to year thereafter unless either party gives notice in writing to the other not less than thirty (30) days nor more than ninety (90) days prior to the expiry date hereof of that party's intention to terminate this Agreement or to negotiate revisions thereto.

Signed electronically on August 23, 2022.


**FOR THE UNION:**

  
Nathan Walker (Aug 23, 2022 20:13 EDT)

  
Jerry Waters (Aug 24, 2022 13:03 EDT)



**FOR THE EMPLOYER:**

  
Jonathon Graham (Sep 2, 2022 09:16 EDT)





**SCHEDULE "A"**

	01-Jul-22 3%	01-Jul-22 3%	01-Jul-23 2.7%	01-Jul-23 2.7%	01-Jul-24 2.7%	01-Jul-24 2.7%	01-Jul-25 2.6%	01-Jul-25 2.6%
<b><u>Classification</u></b>	<b><u>Probation</u></b>	<b><u>Job Rate</u></b>	<b><u>Probation</u></b>	<b><u>Job Rate</u></b>	<b><u>Probation</u></b>	<b><u>Job Rate</u></b>	<b><u>Probation</u></b>	<b><u>Job Rate</u></b>
Service Ontario Clerk	\$20.72	\$24.10	\$21.28	\$24.75	\$21.85	\$25.42	\$22.42	\$26.08
Economic Development and Communications Coordinator	\$20.72	\$24.10	\$21.28	\$24.75	\$21.85	\$25.42	\$22.42	\$26.08
Receptionist /Administrative Assistant	\$20.82	\$24.28	\$21.38	\$24.94	\$21.96	\$25.61	\$22.53	\$26.28
Public Works Clerk	\$21.77	\$25.40	\$22.36	\$26.09	\$22.96	\$26.79	\$23.56	\$27.49
Accounting Coordinator	\$22.34	\$26.06	\$22.94	\$26.76	\$23.56	\$27.48	\$24.17	\$28.19
Food & Events Coordinator	\$19.42	\$22.62	\$19.94	\$23.23	\$20.48	\$23.86	\$21.01	\$24.48
Facilities Custodian	\$20.13	\$23.35	\$20.67	\$23.98	\$21.23	\$24.63	\$21.78	\$25.27
Facility Operator 1	\$22.01	\$25.68	\$22.60	\$26.37	\$23.21	\$27.08	\$23.81	\$27.78
Facility Operator 2	\$21.77	\$25.40	\$22.36	\$26.09	\$22.96	\$26.79	\$23.56	\$27.49
Facility Operator 3	\$20.82	\$24.28	\$21.38	\$24.94	\$21.96	\$25.61	\$22.53	\$26.28
Public Works Lead Hand	\$26.88	\$31.26	\$27.61	\$32.10	\$28.36	\$32.97	\$29.10	\$33.83
Public Works Operator 1	\$23.38	\$27.28	\$24.01	\$28.02	\$24.66	\$28.78	\$25.30	\$29.53
Public Works Operator 2	\$22.46	\$26.21	\$23.07	\$26.92	\$23.69	\$27.65	\$24.31	\$28.37
Public Works Operator 3	\$20.82	\$24.28	\$21.38	\$24.94	\$21.96	\$25.61	\$22.53	\$26.28
Water/Waste Water Operator	\$24.06	\$28.09	\$24.72	\$28.85	\$25.39	\$29.63	\$26.05	\$30.40
Water Operator (Water Certificate)	\$23.83	\$27.82	\$24.47	\$28.57	\$25.13	\$29.34	\$25.78	\$30.10
Water Labourer	\$20.83	\$24.28	\$21.39	\$24.94	\$21.97	\$25.61	\$22.54	\$26.28
CBO & By Law Officer	\$26.76	\$31.26	\$27.48	\$32.10	\$28.22	\$32.97	\$28.96	\$33.83
Engineering Technologist	\$28.29	\$32.90	\$29.05	\$33.79	\$29.83	\$34.70	\$30.61	\$35.60
By-Law Officer	\$20.82	\$24.28	\$21.38	\$24.94	\$21.96	\$25.61	\$22.53	\$26.28
Crossing Guard	\$15.61	\$18.15	\$16.03	\$18.64	\$16.46	\$19.14	\$16.89	\$19.64
Seasonal Grass Cutting Team Leader	N/A	\$19.36	N/A	\$19.88	N/A	\$20.42	N/A	\$20.95
Seasonal Recreational (Canteen)	N/A	\$15.44	N/A	\$15.86	N/A	\$16.29	N/A	\$16.71
Seasonal Recreational Employee	N/A	\$14.47*	N/A	\$14.86*	N/A	\$15.26*	N/A	\$15.66*

\*The wage rate for Seasonal Recreational Employees shall be the higher of either the minimum wage rate (general minimum wage or student minimum wage, depending on the employee) as set by the *Employment Standards Act, 2000*, as amended, or the posted wage rate in Schedule "A".

**Letter of Agreement**

**Between**

**CUPE and its Local 4448**

**And**

**The Corporation of the Municipality of North Middlesex**

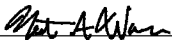
**RE: Grandparent Employees**


The parties agree to grandparent the listed employees' wages in the Public Works department who would otherwise be decreased as a result of the minimum standards for Public Works, as changed in the Collective Agreement effective July 1, 2019.

Jason Cadman

Signed electronically on August 23, 2022.


**FOR THE UNION:**

  
Nathan Walker (Aug 23, 2022 20:13 EDT)

  
Jerry waters (Aug 24, 2022 13:03 EDT)

  
\_\_\_\_\_

**FOR THE EMPLOYER:**

  
Jonathon Graham (Sep 2, 2022 09:16 EDT)

  
\_\_\_\_\_

  
\_\_\_\_\_

**Letter of Agreement**

**Between**

**CUPE and its Local 4448**

**And**

**The Corporation of the Municipality of North Middlesex**

**RE: Seasonal Recreational (Canteen) – Grandfathered Employees**

The parties agree that the employees listed below shall be grandfathered at the Seasonal Recreational (Canteen) salary grid so long as they return to the position for consecutive years.


Further that they shall continue to receive the general wage increases that are negotiated by the parties.


- Charlotte Nethercott

When these employees are no longer with the Municipality the Seasonal Recreational (Canteen) salary grid shall be removed from the Collective Agreement.

Signed electronically on August 23, 2022.


**FOR THE UNION:**

  
Nathan Walker (Aug 23, 2022 20:13 EDT)

  
Jerry Waters (Aug 24, 2022 13:03 EDT)



**FOR THE EMPLOYER:**

  
Jonathon Graham (Sep 2, 2022 09:16 EDT)





**Letter of Agreement**

**Between**

**CUPE and its Local 4448**

**And**

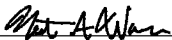
**The Corporation of the Municipality of North Middlesex**


**RE: On-Call Duty**

The parties agree that if the Employer endeavours, to introduce On-Call Duty during the term of the Collective Agreement, the parties shall meet to negotiate the terms of the On-Call Duty process and monetary compensation. Any agreed to terms shall be on a trial basis for the remainder of the Collective Agreement.

Signed electronically on August 23, 2022.


**FOR THE UNION:**

  
Nathan Walker (Aug 23, 2022 20:13 EDT)

  
Jerry waters (Aug 24, 2022 13:03 EDT)

  
\_\_\_\_\_

**FOR THE EMPLOYER:**

  
Jonathon Graham (Sep 2, 2022 09:16 EDT)

  
\_\_\_\_\_

  
\_\_\_\_\_

**Letter of Agreement**

**Between**

**CUPE and its Local 4448**

**And**

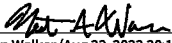
**The Corporation of the Municipality of North Middlesex**

**RE: Legislative Change**

In the event that any Legislative changes are introduced that impact on the union's rights to collect union dues or represent members, the parties agree to meet to discuss the impact.

Signed electronically on August 23, 2022.


**FOR THE UNION:**

  
\_\_\_\_\_  
Nathan Walker (Aug 23, 2022 20:13 EDT)

  
\_\_\_\_\_  
Jerry Waters (Aug 24, 2022 13:03 EDT)

  
\_\_\_\_\_

**FOR THE EMPLOYER:**

  
\_\_\_\_\_  
Jonathon Graham (Sep 2, 2022 09:16 EDT)

  
\_\_\_\_\_

  
\_\_\_\_\_

**Letter of Agreement**

**Between**

**CUPE and its Local 4448**

**And**

**The Corporation of the Municipality of North Middlesex**

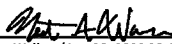
**RE: Grader Training**


The parties agree that the Manager of Public Works shall meet with the Union within the twelve months following ratification of the Collective Agreement to develop training standards for:

- Grader operation;
- Requirement for in-seat experience; and
- Testing for ability to operate a Grader for final construction

Signed electronically on August 23, 2022.


**FOR THE UNION:**

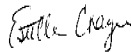
  
Nathan Walker (Aug 23, 2022 20:13 EDT)

  
Jerry Waters (Aug 24, 2022 13:03 EDT)



**FOR THE EMPLOYER:**

  
Jonathon Graham (Sep 2, 2022 09:16 EDT)





**LETTER OF AGREEMENT**  
**Between**  
**THE CORPORATION OF THE MUNICIPALITY OF NORTH MIDDLESEX**  
Hereinafter referred to as "the Employer"  
**and**  
**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4448**  
Hereinafter referred to as "the Union"

**RE: Merger or Amalgamation**

During the most recent round of bargaining, the parties discussed the possibility of merger or amalgamation of municipalities as well as the prospect that the Employer may enter into shared service agreement pertaining to some of its operations or functions with neighbouring municipalities.

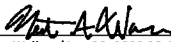
In the event that the Employer receives notice of any merger or amalgamation, or the Employer decides to combine any of its operations or functions with any other Municipality or organization, the Employer shall provide notice to the Union within ten (10) business days. Within five (5) business days, parties shall make themselves available to meet to discuss potential impacts on the employees of the Bargaining Unit including but not limited to known pertinent staffing implications, including the elimination of a classification(s) currently in the bargaining unit. At the earliest possible date, the Employer shall provide all relevant staffing implication documentation. The Employer shall not unreasonably deny any request by the Union for additional relevant documentation.


Thereafter, the Employer shall provide, as soon as reasonably practical, written notification to the affected Employees of the merger, amalgamation, or shared services agreement, as the case may be.

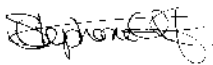
In the time period prior to the effective date of any merger/amalgamation with another municipality, the Employer shall discuss the retention of seniority, vacation, and benefits for bargaining unit employees with representatives of its amalgamating municipality partner(s), noting that the provisions of *Public Sector Labour Relations Transition Act, 1997*, as amended, shall apply.

Signed electronically on August 23, 2022.


**FOR THE UNION:**

  
Nathan Walker (Aug 23, 2022 20:13 EDT)

  
Jerry Waters (Aug 24, 2022 13:03 EDT)



**FOR THE EMPLOYER:**

  
Jonathon Graham (Sep 2, 2022 09:16 EDT)





**LETTER OF AGREEMENT  
Between**

**THE CORPORATION OF THE MUNICIPALITY OF NORTH MIDDLESEX**

Hereinafter referred to as "the Employer"

and

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4448**

Hereinafter referred to as "the Union"

**RE: Days Boxing Day and New Year's Day**

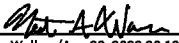
Council may, in its sole discretion, decide on a closure or reduction of hours during any or all of the period between Boxing Day and New Year's Day for any essential operation. In the event of such declaration by Council, all operations except those deemed essential by the Employer shall be halted.


It is agreed and understood that the normal work days in the period between Boxing Day and New Year's Day are unpaid days. Should an Employee wish to be paid for these days, the Employee may use vacation time, banked overtime, personal days, or earned time off should any of these options be available. An Employee may choose to take any or all of the days as an unpaid leave.

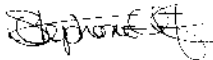
In the event an Employee has insufficient banked time (overtime or earned) as of October 15, an Employee shall have the opportunity to bank the necessary time required to cover the unpaid days during any or all of the period between Boxing Day and New Year's Day. The earned time off shall be accumulated at straight time. The Employee shall notify their direct Manager/Supervisor when they are banking time for this purpose.

Signed electronically on August 23, 2022.


**FOR THE UNION:**

  
Nathan Walker (Aug 23, 2022 20:13 EDT)

  
Jerry Waters (Aug 24, 2022 13:03 EDT)



**FOR THE EMPLOYER:**

  
Jonathon Graham (Sep 2, 2022 09:16 EDT)





**LETTER OF AGREEMENT**

**Between**  
**THE CORPORATION OF THE MUNICIPALITY OF NORTH MIDDLESEX**  
Hereinafter referred to as "the Employer"  
**and**  
**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4448**  
Hereinafter referred to as "the Union"

**RE: Economic Development and Communications Coordinator**

The Economic Development and Communications Coordinator position shall work a thirty-five (35) workweek consisting of seven (7) consecutive hours per day Monday – Friday from 8:30 to 4:30 with a 1-hour unpaid lunch. Given the nature of the position, there may be a need to work some evenings and weekends.

The thirty-five (35) hour workweek consisting of seven (7) consecutive hours per day may be scheduled to include some evenings Monday – Friday. If the Economic Development and Communications Coordinator is scheduled to work after 4:30 p.m., the shift premium of \$1.75 per hour shall apply for all hours worked.

If the Economic Development and Communications Coordinator is scheduled to work outside of their normal thirty-five (35) hour workweek or seven (7) hours per day, the Employee shall receive the appropriate overtime rate for all hours worked after thirty-five (35) hours or seven (7) hours per day. All hours worked on a Saturday, Sunday, and/or stat holiday shall be at the appropriate overtime rate. There shall be no duplication or pyramiding of shift and overtime.

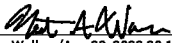
The Employer and the Employee shall use best efforts to create a calendar of scheduled events at least one (1) month in advance. If the schedule changes with less two (2) weeks' notice, the hours worked shall be paid at the appropriate overtime rate. If the event is cancelled or rescheduled with less than two weeks notice, the hours shall be paid at the appropriate overtime rate, except for in circumstances that are outside of the Employer's control.


The Employer and the Union agree to schedule a meeting to collaboratively discuss the Economic Development and Communications Coordinator position within six (6) months of the ratification of this Agreement. This agreement is on a temporary basis for a period of six (6) months. Any amendments to this agreement shall be with mutual agreement between the parties. This agreement may be extended with mutual agreement between the parties. If no agreement can be reached between the parties, the Collective Agreement regarding hours of work, overtime, shift premium, and stat holidays shall apply.


Signed electronically on August 23, 2022.

**FOR THE UNION:**

**FOR THE EMPLOYER:**


  
Nathan Walker (Aug 23, 2022 20:13 EDT)

  
Jonathon Graham (Sep 2, 2022 09:16 EDT)

  
Jerry Waters (Aug 24, 2022 13:03 EDT)

  
Estelle Crayon

  
Stephen

  
Wamboldae