



COLLECTIVE AGREEMENT

between

THE MUNICIPALITY OF LAMBTON SHORES

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
and its LOCAL 14**

January 1st 2023 - December 31st 2026

TABLE OF CONTENTS

<u>ARTICLE 1</u>	<u>PURPOSE</u>	<u>3</u>
<u>ARTICLE 2</u>	<u>SCOPE</u>	<u>3</u>
<u>ARTICLE 3</u>	<u>NO DISCRIMINATION</u>	<u>3</u>
<u>ARTICLE 4</u>	<u>NO COERCION</u>	<u>4</u>
<u>ARTICLE 5</u>	<u>MANAGEMENT RIGHTS CLAUSE</u>	<u>4</u>
<u>ARTICLE 6</u>	<u>GRIEVANCE PROCEDURE</u>	<u>5</u>
<u>ARTICLE 7</u>	<u>ARBITRATION</u>	<u>7</u>
<u>ARTICLE 8</u>	<u>MANAGEMENT GRIEVANCES</u>	<u>8</u>
<u>ARTICLE 9</u>	<u>NO STRIKES OR LOCKOUTS</u>	<u>8</u>
<u>ARTICLE 10</u>	<u>SENIORITY</u>	<u>8</u>
<u>ARTICLE 11</u>	<u>PROBATIONARY EMPLOYEES</u>	<u>10</u>
<u>ARTICLE 12</u>	<u>LEAVE OF ABSENCE</u>	<u>10</u>
<u>ARTICLE 13</u>	<u>SICK LEAVE</u>	<u>11</u>
<u>ARTICLE 14</u>	<u>BULLETIN BOARDS</u>	<u>12</u>
<u>ARTICLE 15</u>	<u>ANNUAL VACATIONS AND STATUTORY HOLIDAYS</u>	<u>12</u>
<u>ARTICLE 16</u>	<u>INCLEMENT WEATHER</u>	<u>15</u>
<u>ARTICLE 17</u>	<u>TOOLS AND EQUIPMENT</u>	<u>15</u>
<u>ARTICLE 18</u>	<u>HOSPITAL AND MEDICAL BENEFITS</u>	<u>15</u>
<u>ARTICLE 19</u>	<u>WAGE RATES AND CLASSIFICATIONS</u>	<u>17</u>
<u>ARTICLE 20</u>	<u>HOURS OF WORK AND OVERTIME</u>	<u>17</u>
<u>ARTICLE 21</u>	<u>PAYDAYS</u>	<u>20</u>
<u>ARTICLE 22</u>	<u>HEALTH & SAFETY</u>	<u>20</u>
<u>ARTICLE 23</u>	<u>LABOUR MANAGEMENT COMMITTEE</u>	<u>21</u>
<u>ARTICLE 24</u>	<u>TRAVEL & TRAINING</u>	<u>21</u>
<u>ARTICLE 25</u>	<u>GENERAL</u>	<u>21</u>
<u>ARTICLE 26</u>	<u>DURATION OF AGREEMENT</u>	<u>22</u>
	<u>LETTER OF UNDERSTANDING #1</u>	<u>23</u>
	<u>LETTER OF UNDERSTANDING #2</u>	<u>24</u>
	<u>LETTER OF UNDERSTANDING #3</u>	<u>25</u>
	<u>LETTER OF UNDERSTANDING #4</u>	<u>27</u>

ARTICLE 1 PURPOSE

1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Corporation and its employees, and to provide machinery for the prompt and equitable disposition of grievances and to establish and maintain mutually satisfactory working conditions, hours, and wages for all employees who are subject to the provisions of this Agreement.

Any changes to the provisions of this Collective Agreement or any Letters of Understanding must be mutually agreed upon, reduced to writing, dated and duly signed by those who are authorized to sign on behalf of their respective parties prior to implementation.

ARTICLE 2 SCOPE

2.01 The Corporation shall recognize the Canadian Union of Public Employees, on behalf of its Local 14 as the sole and exclusive bargaining agent for all outside employees of the Corporation save and except managers and persons above the rank of manager or beach manager, persons employed in contracted water operation, persons employed in contracted sewage operations, persons employed in contracted garbage pickup and disposal operation, building inspector/deputy Chief Building Officer, office staff, and persons regularly employed for not more than 24 hours per week and students employed during the school vacation.

2.02 Outside contractors or persons whose jobs are not in the bargaining unit shall not work on any jobs which normally fall within the jurisdiction of the bargaining unit, except in cases mutually agreed upon by the parties or in cases of emergency.

2.03 There shall be no contracting out of work, which falls within the scope of this Collective Agreement if it results in a reduction in the size of the bargaining unit.

ARTICLE 3 NO DISCRIMINATION

3.01 The Corporation agrees that there will be no discriminations under any statute nor interference, restriction or coercion exercised or practiced by

any of its representatives with respect to any employee because of their membership or non-membership in the Union.

ARTICLE 4 NO COERCION

4.01 The Union agrees that there will be no intimidation, interference, restriction or coercion exercised or practiced on employees of the Corporation or its members or representatives, and there will be no Union activity, solicitation for membership or collection of dues on Corporation time and no meetings on Corporation premises except with the permission of the Corporation.

4.02 All employees of the Corporation, covered by this Agreement, as a condition of continuing employment, shall become members of the Union, according to the constitution and by-laws of the Union. All future employees of the Corporation shall, as a condition of continued employment become members in the Union within three (3) months of the employment with the Corporation.

4.03 Check-off Payments

The Corporation shall deduct from every employee Union dues, initiation fees, or assessments levied, in accordance with the Union Constitution and by-laws.

4.04 Deductions

Deductions shall be made from the first payroll of each month and shall be forwarded to the Secretary-Treasurer of the Union no later than the fifth day of the month following. Along with a list of each employee and the amount of Union Dues deducted from each employee.

4.05 Union dues paid by employees are to be entered on T-4 slips.

ARTICLE 5 MANAGEMENT RIGHTS CLAUSE

5.01 The Union acknowledges that it is the exclusive function of the Corporation to:

- a) maintain order, discipline and efficiency, hire, discharge, direct, classify, transfer, promote, demote, lay-off and suspend or otherwise discipline employees for cause provided that a claim that an employee has been unjustly discharged or disciplined may be subject of a grievance and dealt with in accordance with The Grievance Procedure;
- b) establish and enforce rules and regulations to be observed by the employees, provided that they are not inconsistent with the provisions of this Agreement;
- c) generally to manage and operate the Corporation in all respects in accordance with its obligations, commitments and responsibilities including the rights to determine all matters concerning the Corporation's operations, not otherwise specifically dealt with elsewhere in the Agreement.

The Corporation agrees that these functions will be exercised in a manner consistent with the provisions of this Agreement.

ARTICLE 6 GRIEVANCE PROCEDURE

- 6.01 The Corporation agrees to recognize a Grievance Committee consisting of two (2) stewards selected by the Union. All members of the Grievance Committee and all stewards shall be regular employees of the Corporation during their term of office.
- 6.02 The Union will inform the Corporation in writing of the name of the steward and members of the Grievance Committee and of any subsequent changes in the names of any steward or member of the Grievance Committee. The Corporation shall not be asked to recognize any steward or member of the Grievance Committee until such notification from the Union has been received.
- 6.03 The Corporation agrees that a steward will not lose wages for the time spent by them during regular working hours in processing grievances or in negotiating a collective agreement.

6.04 **STEP 1**

If an employee has a complaint, they shall take it up with their Manager. If the matter is not resolved within five (5) working days of this discussion, Step 2 may be invoked.

STEP 2

If the Manager's response does not resolve the issue, the employee shall present **their** alleged grievance to the Director/Designate in writing within five (5) working days of receiving the answer to the complaint, signed by both the Grievor and the Local Union Representative. The nature of the grievance, the remedy sought, and the section or sections of the agreement which are alleged to have been violated, shall be set out in the grievance. The Director/Designate shall meet with the Grievor and the Local Union Representative within five (5) working days to discuss the grievance. The Director/Designate shall render their decision in writing to the Union within five (5) working days following the meeting.

STEP 3

If the Union is not satisfied with the Step 2 response, it shall deliver the grievance in writing to the CAO/Designate within five (5) days. The CAO/Designate together with such persons as management may desire shall meet with the Grievor and the Local Union Representative and National Representative within ten (10) working days of receipt of the grievance to discuss the grievance. A written decision shall be rendered to the Union within ten (10) working days of the meeting.

STEP 4

If the Union is not satisfied with the Step 3 response, then the Union may, within fifteen (15) working days from the receipt of the reply at Step 3, invoke the arbitration provisions of this agreement.

6.05 A Union policy grievance, which is defined as any difference arising out of the interpretation, application, administration or alleged violation of this agreement, concerning the Union or a substantial number of the employees in the bargaining unit, in regard to which an individual employee could not grieve, may be lodged by the steward in writing with

the Management at Step 3 of the Grievance Procedure at any time within five (5) full working days after the circumstances giving rise to such grievance became known or should have been known. If it is not satisfactorily settled, it may be processed to arbitration in the same manner and to the same extent as the grievance of an employee.

ARTICLE 7 ARBITRATION

- 7.01 Both parties to this agreement agree that any dispute or grievance concerning the interpretation or alleged violations of this agreement which has been properly carried through all the steps of the Grievance Procedure outlined in Article 6 above and which has not been settled, will be referred exclusively to a Board of Arbitration at the request of either of the parties hereto.
- 7.02 The Board of Arbitration will be composed of one (1) person appointed by the Corporation, one (1) person appointed by the Union, and a third (3rd) person to act as Chairman chosen by the other two (2) members of the Board.
- 7.03 Within five (5) working days of the request by either party for a Board, each party shall notify the other of the name of its appointee.
- 7.04 Should the person chosen by the Corporation to act on the Board, and the person chosen by the Union fail to agree on a third (3rd) person within seven (7) days of the notification mentioned in Section 7.03 above, the Office of Arbitration, Ministry of Labour may be asked to nominate a chairman.
- 7.05 The decisions of a Board of Arbitration, or a majority thereof, constituted in the above manner shall be final and binding on both parties.
- 7.06 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.
- 7.07 Each of the parties to this agreement will bear the expenses of the arbitrator appointed by it and the parties will jointly bear the expenses, if any, of the Chairman.

7.08 The Parties may mutually agree to a single arbitrator.

7.09 The Parties may mutually agree to the use of a Grievance Mediator prior to applying for arbitration. Such agreement shall not prejudice either party from proceeding to arbitration where a satisfactory settlement is not achieved in mediation. Should a settlement not be reached, the referral to arbitration shall be made within fifteen (15) working days from the date mediation was held. The parties agree to equally share the costs of the mediation.

ARTICLE 8 MANAGEMENT GRIEVANCES

8.01 It is understood that the Management may at any time file a grievance with the representative of the Union and request a meeting with them to discuss any complaint with respect to the conduct of the Union, its officers or Stewards, in its relationships with the Corporation or other employees or with respect to any complaint that there has been a violation of any contractual obligation undertaken by the Union, and if such grievance by the Management is not settled to the mutual satisfaction of the conferring parties, it may be referred to arbitration as set forth in Article 6 above.

ARTICLE 9 NO STRIKES OR LOCKOUTS

9.01 In view of the orderly procedure established herein for the disposition of employee's complaints and grievances, the Corporation agrees that it will cause or direct no lockouts of its employees for the duration of this Agreement, and the Union agrees there will be no strikes or other collective action which will stop or interfere with the services of the Corporation for the duration of this Agreement.

ARTICLE 10 SENIORITY

10.01 In the event of a layoff, the Corporation shall consider the following factors in determining which employees are to be laid off and recalled from layoff:

- i) skill, ability, and qualifications to perform the job in question.
- ii) seniority.

Where two (2) or more employees qualify in factor i), factor ii) shall govern.

10.02 In the event of a layoff, the Corporation shall continue the employee's benefits for a period of six (6) months after the date of layoff. The benefits to be continued shall consist of the following:

- i) Municipal Benefit Provider Semi-Private (in hospital)
- ii) Municipal Benefit Provider Extended Health Plan (drugs)
- iii) Municipal Benefit Provider Dental Plan (current ODA Rates)
- iv) Municipal Benefit Provider Vision Care Plan
- v) Life Insurance two (2) times the employee's salary.

10.03 Ten (10) days' notice of layoff shall be given prior to the commencement of a layoff and ten (10) days' notice to report back to work shall be given on a call back.

10.04 The Corporation shall not employ any temporary, casual, part time, probationary or student employees while permanent employees are laid off work.

10.05 Promotions shall be considered on the following basis, and in this order:

- i) Qualifications and Competence
- ii) Seniority

Where two (2) or more employees qualify in factor i), factor ii) shall govern.

10.06 The President of the Local will be advised of all pending transfers or promotions.

10.07 In the event that an employee covered by this Agreement shall be promoted to a temporary supervisory or confidential position beyond the scope of this Agreement for a period of not more than twelve (12) consecutive months, they shall retain the seniority previously acquired and shall have added thereto the seniority accumulated while serving in such supervisory or confidential capacity.

ARTICLE 11 PROBATIONARY EMPLOYEES

11.01 Newly hired full time employees shall be on probation until they have worked five hundred and twenty (520) hours at straight time and have successfully completed any terms as outlined in their offer of employment. At the sole discretion of Management, this probation period may be extended up to an additional 520 hours. If the decision is taken to extend probation, Management will convene a meeting with the probationary employee and Union to advise of the decision. If retained after the probationary period, such employee's seniority shall be dated from the day they commenced work.

An employee that successfully completes their extended probation shall have their wage adjusted to be retroactive from the end of the original 520-hour probationary period.

11.02 On commencing employment in a position within the bargaining unit, the employee's immediate supervisor or other representative of the employer will introduce the new employee to their Union Steward or Representative, as designated by the Union.

The representative designated by the Union will 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 sixty minutes will be allowed for this purpose within regular working hours and without loss of pay for either employee.

ARTICLE 12 LEAVE OF ABSENCE

12.01 a) The Corporation shall grant leave of absence without pay at its complete discretion and to any employee requesting a personal leave.

b) Leave of absence without pay, and without loss of seniority shall be granted to employees to attend functions of the union and conventions, providing that such leave does not exceed five (5) working days or one (1) employee.

- c) In the event of the death of a member of an employee's family, the employee, provided they have completed their probationary period, will be granted a leave of absence for a reasonable time and will be reimbursed for time necessarily lost from work up to a maximum of three (3) consecutive working days for the purposes of making funeral arrangements or attending the funeral. The term "a member of the employee's family" means mother, father, spouse including common-law spouse, children, brother, sister, mother-in-law and father-in-law, grandparent, grandchild.
- d) In the event of the death of grandparents-in-law, a brother-in-law, sister-in-law, aunts, uncles, niece, nephew or of a coworker and in the case of an employee being asked to serve in an official capacity at a funeral; provided they have completed their probationary period, the employee will be granted up to one (1) day of leave, provided that the day or part of the day is required to attend the funeral and the employee does attend the funeral. This clause shall apply to those persons standing in "loco parentis".
- e) The Corporation shall grant leave of absence without loss of seniority benefits to an employee who serves as a juror or witness in any court. The employer shall continue to pay for the time they are required in Court. At the conclusion of their duty, the employee shall obtain a certificate from the Court, showing the period of their jury or witness service and the amount of compensation received, and shall deposit this certificate together with the full amount of the compensation, but not including the traveling allowances, with the Chief Administrative Officer.

12.02 Statutory Leaves of Absence

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

ARTICLE 13 SICK LEAVE

13.01 The Corporation shall implement:

- i) Weekly Indemnity Insurance from Municipal Benefit Provider;

- ii) Long Term Disability Insurance from Municipal Benefit Provider;
- iii) Employees will be entitled to one and one half (1.5) sick days or twelve (12) hours per month to a total of one hundred and thirty (130) days or one thousand and forty (1040) hours. These accumulated sick days shall have no cash value. Employees who are absent from work for longer than three (3) days, may be required to produce a medical certificate from their doctor verifying their illness. See attached Letter of Understanding.
- iv) Probationary employees may not be granted time off for sickness with pay, but upon receiving permanent status will be credited sick leave from the date of commencement of employment.

ARTICLE 14 BULLETIN BOARDS

14.01 The Corporation shall provide space on bulletin boards 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.

ARTICLE 15 ANNUAL VACATIONS AND STATUTORY HOLIDAYS

15.01 Employees will be allowed one (1) working day of vacation for each complete month of service to a maximum of ten (10) days in their first part year of service.

15.02 Employees will be allowed up to two (2) weeks' vacation with pay in the calendar year in which the employee's first (1st) anniversary falls.

15.03 Employees will be allowed up to three (3) weeks' vacation with pay in the calendar year in which the employee's fourth (4th) anniversary falls.

15.04 Employees will be allowed up to four (4) weeks' vacation with pay in the calendar year in which the employee's tenth (10th) anniversary falls.

15.05 Employees will be allowed up to five (5) weeks' vacation with pay in the calendar year in which the employee's fifteenth (15th) anniversary falls.

15.06 Employees will be allowed up to six (6) weeks' vacation with pay in the calendar year in which the employee's twenty-third (23rd) anniversary falls.

15.07 In any vacation year, and in accordance with other provisions of this agreement, employees shall be permitted to take their annual vacation prior to having earned it. Should an employee leave their employment mid-year, the Municipality will withhold or make a deduction from the employee's final wages for any vacation time advanced (but not yet earned) to the employee. Should an employee not have taken their earned vacation, they shall be entitled to pro-rated pay for any un-used entitlement.

- a) No allowance for additional vacation time will be granted to anyone who takes ill during their regular vacation unless they are injured or become ill as recognized by the weekly indemnity carrier for the first day coverage.
- b)
 - i) Employees must present their request for vacation by March 1st each year so that vacations may be scheduled and approved in seniority order in order to maintain efficient operations.
 - ii) During June, July and August, an employee with less than fifteen (15) years of service may have a maximum of two (2) consecutive weeks' vacation.
 - iii) During June, July and August, an employee with fifteen (15) years of service or more may have a maximum of three (3) consecutive weeks' vacation. Any further vacation entitlement may be taken at a mutually agreeable time.
 - iv) All requests for vacation received after March 1st each year shall be submitted two (2) weeks in advance of the work schedule posting.
 - v) All requests received after March 1st will be granted on a first come first served basis and granted on the basis of operational need.

- c) An employee may request permission to carry over a maximum of one (1) week of their vacation to the following year for special circumstances; such a request shall not be unreasonably denied. It is acknowledged that the carry-over of vacation from one (1) year to the next is considered to be the exception rather than the rule.

15.08 List of Paid Holidays

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

Last half working day before Christmas commencing at 11:00 a.m.

Last half working day before New Year's Day commencing at 11:00 a.m.

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

When any of the above paid holidays falls on a Saturday or Sunday and is not proclaimed as being observed on some other day, another day as arranged with the Manager shall be granted in lieu of such paid holiday.

When any of the above paid holidays fall on a regularly scheduled day off another day as arranged with the Manager shall be granted in lieu of such paid holiday.

Paid holidays shall be considered "days off" and shall not be considered workdays when determining total number of consecutive days worked unless an employee worked on the paid holiday.

- 15.09 Employees must work the regular shift preceding and the next regular shift following the above-named holidays to be eligible for pay; unless pre-arranged with the Corporation or absence is due to illness which must be certified by a doctor, vacation, or leave of absence.

ARTICLE 16 INCLEMENT WEATHER

16.01 When it is necessary for employees to work in wet or inclement weather, the Corporation will provide rubber coats, boots and hats.

ARTICLE 17 TOOLS AND EQUIPMENT

17.01 The Corporation will provide all tools and equipment necessary to carry out the work of the Corporation.

17.02

UPON HIRE – ORANGE OR BLUE	SUBSEQUENT YEARS
1 Winter Jacket	1 Jacket (Winter or 3 Season) or up to
3 Season Jacket	two (2) other clothing items
5 Shirts <i>(Long, Short, or Sweatshirt)</i>	3 Shirts <i>(Long, short, or sweatshirt)</i>
5 Workpants or shorts or combination of – cargo style	3 Workpants or shorts or combination of – cargo style
*Coverall or bib (orange) service will be provided to employees who require for work.	*Coverall or bib (orange) service will be provided to employees who require for work.

Employees required to work at the Arena shall be provided two (2) blue shirts or sweatshirts annually. This shall not reduce the existing allotment of Orange or Blue wear outlined above.

17.03 The Corporation will provide an annual allowance of three hundred twenty-five dollars (\$325) towards the purchase of C.S.A. approved safety boots for the regular employees required to wear them.

ARTICLE 18 HOSPITAL AND MEDICAL BENEFITS

18.01 The Corporation agrees to pay one hundred percent (100%) of the premiums for the following plans (coverage is as outlined in the Group Insurance Benefits Manual from the Municipal Benefit Provider Insurance Company):

- a) Municipal Benefit Provider semi-private in hospital
- b) Municipal Benefit Provider Extended Health Plan (drugs)
- c) Municipal Benefit Provider Paramedical Plan for each employee and eligible dependent for chiropractor, physiotherapist etc. Four hundred fifty dollars (\$450) every calendar year.
- d) Municipal Benefit Provider Dental Plan (current O.D.A. rates) including orthodontic coverage of two thousand dollars (\$2,000) lifetime per child with 50% co-pay.
- e) Municipal Benefit Provider Vision Care Plan, four hundred fifty dollars (\$450) every twenty-four (24) months. The Employer shall pay the difference of the cost of an eye examination between that amount covered by Green Shield and the billed cost up to one hundred twenty-five dollars (\$125) every twenty-four (24) months for each employee and eligible dependent.

Municipal Benefit Provider Vision Care Plan allowance of four hundred fifty dollars (\$450) every twenty-four (24) months, as noted in the paragraph above, may be used by the insured for laser eye surgery as an alternative to glasses or for other corrective measures, such as cataract lens over and above OHIP coverage.

- f) Weekly Indemnity Insurance, Municipal Benefit Provider Insurance Company
- g) Long Term Disability Insurance, Municipal Benefit Provider Insurance Company
- h) Life Insurance in the amount of two (2) times the employee's annual salary, Municipal Benefit Provider Insurance Company

The foregoing benefits shall continue to be provided to an employee who is on Weekly Indemnity or Long Term Disability for a period of twenty-four (24) months.

If there is no agreement between the parties, the matter shall be submitted to arbitration in accordance with this Agreement.

The Corporation may change the carrier(s) of the above noted benefits provided the new benefits are equal to or superior to existing plans.

It is agreed that the Corporation will participate in the Ontario Municipal Employee's Retirement System Pension Plan and all employees hired on or after January 1st, 2001 will be required to participate in the plan and contributions will be made as per the provisions of the plan.

ARTICLE 19 WAGE RATES AND CLASSIFICATIONS

19.01

Position	Effective Date	Wage Increase	Probationary	3-6 Months	After 6 Months
Experienced Operator	January 1, 2023	3.00%	\$25.98	\$26.82	\$29.05
	January 1, 2024	2.75%	\$26.69	\$27.56	\$29.84
	January 1, 2025	2.75%	\$27.42	\$28.32	\$30.67
	January 1, 2026	2.75%	\$28.18	\$29.10	\$31.51

Lead Hand – The rate of responsibility of supervising the work crew shall be two dollars and twenty-five cents (\$2.25) per hour.

Shift Premium – Operators at the Arena shall be paid a shift premium of one dollar and fifty cents (\$1.50) per hour for any hours worked after four (4) p.m. Monday to Friday.

Operators at the Arena shall be paid a weekend premium of one dollar and fifty cents (\$1.50) per hour for all hours worked Saturday and Sunday.

ARTICLE 20 HOURS OF WORK AND OVERTIME

20.01 a) The normal workweek shall be composed of forty (40) hours consisting of five (5) days of eight (8) hours per day, Monday to

Friday inclusive. The eight hour working day shall be from 7:00 a.m. to 3:30 p.m. with one half (½) hour off for lunch. The employer reserves the right to terminate the workday on the completion of eight (8) hours work.

- b) All time worked before or after the normal workday and the normal work week, or on a holiday, shall be considered overtime.
- c) Overtime work on normal workdays and Saturdays shall be paid for at a rate of time and one half (1 ½) the regular hourly rate of pay.
- d) Overtime work on Sundays and Holidays shall be paid for at the rate of double the regular hourly rate of pay.
- e) Subject to Article 20.01(a), while ice is in the arena, the Operators at the arena will be paid on the basis of eighty (80) hours of work in a two (2) week pay period. Any hours worked in excess of eighty (80) hours shall be paid at the appropriate overtime rate described above. In addition, Operators at the arena will normally work Saturdays and Sundays. Notwithstanding the above, in order to accommodate the schedule and allow employees to receive more weekends off, there may be a requirement to schedule an employee to work a sixth (6th) consecutive day but there will be no requirement to pay the overtime premium.

If an employee is required to work on their first (1st) scheduled day off, they shall be paid at the rate of time and one-half (1 ½) and, if required to work on their second (2nd) consecutive scheduled day off, they shall be paid at double time. The arena schedule shall be prepared in consultation with the arena lead hands and posted not less than four (4) weeks in advance. There shall be no change to the posted schedule unless mutually agreed between the employer and those concerned or in case of an emergency. Define shifts as: day shift 7:30 am to 4:00 pm with one-half (½) hour lunch; afternoon shift 4:00 pm to 12:00 midnight with one-half (½) hour paid lunch.

- f) If an Operator is transferred from the arena to works or vice versa they shall work the hours as scheduled and shall be paid in accordance with foregoing provisions of Article 20.01 as applicable.

Such transfer shall not adversely affect the employee's entitlement to the forgoing overtime provisions in this Article 20.01.

- g) During the tourist season this shall be defined as mid-May to mid-September in Grand Bend a weekend rotation shall be implemented. The weekend rotation shall be established from four (4) qualified members to drive the beach cleaner and with the remainder of the bargaining unit to accept the other duties as required for the Grand Bend weekend shift in consultation with the Grand Bend Lead Hand. Any member of the bargaining unit not wishing to participate shall have the option to decline prior to April 1st. The rotation schedule/lottery is to be completed by April 15th.

The hours of work shall be Saturday and Sunday, 6:00 am to 10:00 am. with the understanding that this could be extended. All hours of work shall be paid at the appropriate rate of over time as defined in Article 20.01 (c) and (d).

20.02 The Corporation shall have the right to schedule overtime when in its discretion it is required. In the case of any individual employee, the Corporation will consider any reasonable request to be excused from overtime work on any particular occasion for valid reasons. The opportunity for overtime shall be divided equally among employees who are qualified to perform the available work, except in cases of emergencies. In the case of applying gravel to roads, it is understood that the opportunity for overtime will be given to the employee responsible for the area in which work is being performed. Overtime will be offered to permanent employees prior to other employees.

20.03 A fifteen (15) minute rest break shall be given in each half of each shift at a time or times determined by the Corporation. Employees shall be ready to commence work promptly at the end of the break.

20.04 An employee who has completed their shift and has left the premises and is then recalled to work extra time shall be guaranteed four (4) hours work to be paid at the rate of time and one half (1 ½).

It is mutually agreed and understood between the parties that in order to be paid for four (4) hours for a "Call Out", the time worked must not be continuous with the workday, either prior to or subsequent to the normal

hours of the workday. In such case, where the time worked is continuous with the normal hours of the workday, the employee will be paid the appropriate rate for the hours concerned.

- 20.05 The Corporation shall provide a cell phone for employees who are on call.
- 20.06 "On Call" shall be performed in all shops from December 1st to March 31st.
- 20.07 An employee's timecard shall not be changed without prior consultation with the employee concerned.
- 20.08 An employee may request their supervisor to exchange overtime for the appropriate earned time off. An employee may accumulate a maximum eighty (80) hours in their lieu time bank in any one year. Employees may request to have banked hours paid out, in whole or in part, at any point in the year. Lieu time shall be paid out at the employee's current rate of pay. For the purpose of this article, the "year" shall run from December 1st to November 30th. Notwithstanding the employee's ability to request a payout at any point in the year, any un-used balance shall be paid out in December of the year.

ARTICLE 21 PAYDAYS

- 21.01 Employees will be paid their normal wages on a bi-weekly basis every other Thursday. Overtime payments will be calculated up to and including the Thursday two weeks past.

ARTICLE 22 HEALTH & SAFETY

- 22.01 a) The Corporation, the Union and the employees will co-operate to the fullest extent towards the prevention of accidents and the promotion of safety of employees.
- b) The Corporation under the Occupational Health and Safety Act and WHMIS Regulations will enact a committee of employees with one union member to promote safety.

ARTICLE 23 LABOUR MANAGEMENT COMMITTEE

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

ARTICLE 24 TRAVEL & TRAINING

24.01 The Corporation will pay the cost of travel, training and testing required to comply with Federal or Provincial regulations pertaining to licensing operators, with the exception of probationary employees who are required to acquire training for the successful completion of their probationary period.

24.02 The Employer shall reimburse employees for licences required for their jobs such as drivers' licences and "Z" endorsements, boat licence and for refrigeration license, with the exception of probationary employees who are required to acquire licenses for the successful completion of their probationary period.

ARTICLE 25 GENERAL

25.01 All written letters of discipline shall remain current in an employee's personnel file for a period of eighteen (18) months. After eighteen (18) months discipline free, all letters shall be removed from an employee's record and file.

- 25.02 a) An employee has the right to review their personnel file, their training and their medical files within Human Resources within five (5) days of requesting it in writing to the Chief Administrative Officer or their designate.
- b) When reviewing their files, they shall have the right to Union Representation. The Employee shall have the right to make copies of any material contained in their file(s) as stated above.

- c) The Employer retains the right to schedule the review of the personnel file and such review shall be scheduled during the employee's non-paid time.
- d) If required, the Employer will schedule such a review at a mutually agreed upon time during the employee's unpaid lunch period, or immediately preceding or following an employee's normal working hours.


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

ARTICLE 26 DURATION OF AGREEMENT

26.01 This Agreement shall remain in force and effect from January 1, 2023 to December 31, 2026 and from year to year thereafter, unless either Party gives notice in writing in the ninety (90) day period prior to the expiration date in any year of its desire to alter or terminate same.

DATED at Forest, Ontario this 9th day of February, 2023 with all changes retroactive to January 1st, 2023.

ON BEHALF OF:
The Municipality of Lambton Shores

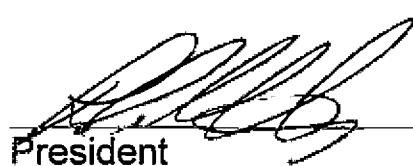


Chief Administrative Officer

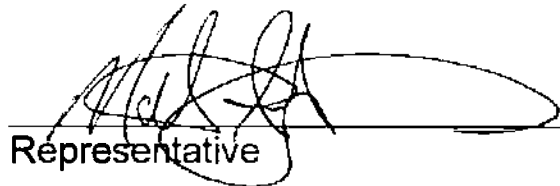


Director of Financial Services

ON BEHALF OF:
The CUPE Local #14



President



Representative

LETTER OF UNDERSTANDING #1

BETWEEN

THE CORPORATION OF THE MUNICIPALITY OF LAMBTON SHORES

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 14

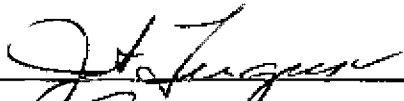
RE: Remembrance Day

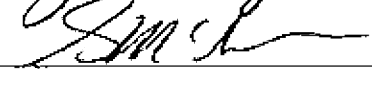
An employee shall be permitted time to attend Remembrance Day observances within the Municipality during the normal workday, so long as it does not conflict with their work assignments as determined by the Manager. If authorized to attend, the employee shall not lose wages for so doing.

This Letter of Understanding shall be appended to and deemed part of the Collective Agreement.


Renewed this 9 day of February, 2023.

FOR THE EMPLOYER

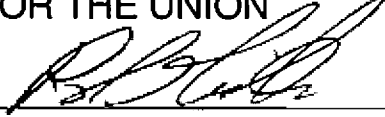


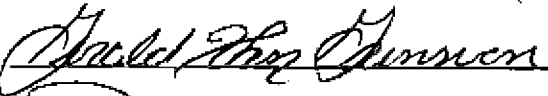



K. LooK.




FOR THE UNION









LETTER OF UNDERSTANDING #2

BETWEEN

THE CORPORATION OF THE MUNICIPALITY OF LAMBTON SHORES

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 14

RE: Sick Leave

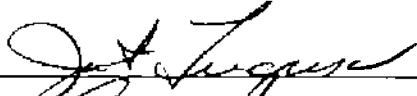
It is mutually agreed and understood between the parties that for the purpose of utilizing the accumulated sick days in Article 13.01(3) of the Collective Agreement the following shall apply.


“If an employee goes on weekly indemnity, they may choose to use up to a maximum of eighteen (18) accumulated sick days earned in the previous twelve (12) consecutive months to cover the waiting period and/or to top up weekly indemnity benefits. It is understood that if this option is utilized and the employee returns to work prior to utilizing all eighteen (18) accumulated sick days, a partial day of usage shall be rounded up to the next full day. (eg. 9 ½ days used will be deemed to be 10 used days.)”

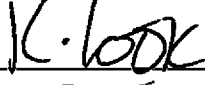
This Letter of Understanding shall be appended to and deemed part of the Collective Agreement.

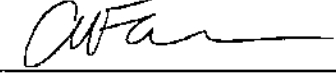
Renewed this 9 day of February, 2023.

FOR THE EMPLOYER

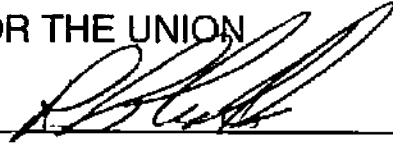











FOR THE UNION









LETTER OF UNDERSTANDING #3

BETWEEN

THE CORPORATION OF THE MUNICIPALITY OF LAMBTON SHORES

AND

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 14**

RE: Standby – Lead Hand

It is mutually and agreed between the parties that the Employer will implement a Standby to be performed by the Lead Hands on a rotational weekly basis.

The Lead Hand shall be responsible for receiving after hour phone calls from the police and municipal residents and determining what action, if any, must be taken to deal with the matter of the phone call. For this service, the Lead Hand shall receive eighty-five dollars (\$85.00) for each week of standby duty. Such amount shall be calculated from December 1 to November 30 of the following year and shall be paid out in a lump sum on the first pay in December.

If it is necessary for the Lead Hand to physically attend to the matter at hand, they shall be paid in addition to the foregoing weekly amount, according to Article 20.04 of the Collective Agreement.

The Lead Hands may mutually agree to exchange weeks amongst themselves.

A Lead Hand who wishes not to participate in the foregoing must indicate such desire to the Employer in writing.

The foregoing shall be renewed for the duration of this agreement unless mutually agreed otherwise in writing between the parties.

This Letter of Understanding shall be appended to and deemed part of the Collective Agreement.

Renewed this 9 day of February, 2023.

FOR THE EMPLOYER

J. J. [Signature]
[Signature]
K. [Signature]
[Signature]

FOR THE UNION

[Signature]
[Signature]
[Signature]
[Signature]

LETTER OF UNDERSTANDING #4

BETWEEN

THE CORPORATION OF THE MUNICIPALITY OF LAMBTON SHORES

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 14

RE: Winter Patrol

It is mutually agreed and understood between the parties that from December 1 of each year to March 31 of the following year the employer shall implement a Road Patrol system on the following basis:

1. Employees, on a rotating basis, will be required to perform winter road patrol duties for a week at a time.
2. The Employer shall devise a schedule whereby two (2) employees shall be scheduled to perform road patrol duties from 3:00 am until 11:30 am. Monday to Friday inclusive, and one (1) employee will perform the same duties 6:00 am until 10:00 am on Saturday while the other employee will perform the same duties 6:00 am until 10:00 am on Sunday. When the two (2) employees are again scheduled to the foregoing, they shall alternate who works the Saturday and who works the Sunday.
3. The hours of work on Monday to Friday between 3:00 am and 7:00 am shall be paid at the rate of time and one-half (1 ½) and between 7:00 am and 11:00 am at the regular rate. The work performed on the weekend shall be treated as a callout and paid accordingly.
4. While performing Road Patrol duties, which includes snow clearing as necessary, the decision for the need for additional staff may be made by the employee on duty in conjunction with the supervisor, in accordance with any standards established by the Municipality.

This Letter of Understanding shall be appended to and deemed part of the Collective Agreement.

Renewed this 9 day of February, 2023.

FOR THE EMPLOYER

J. A. Ferguson
SMU
K. Look.
AFM

FOR THE UNION

R. P. H.
Donald Lee Morrison
W. Stenzie
Pat H.