

**COLLECTIVE AGREEMENT**

**BETWEEN:**

**THE CORPORATION OF THE TOWN OF HANOVER  
OF THE FIRST PART**

**- and -**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 255.09  
OF THE SECOND PART**

**DURATION: JANUARY 1, 2022 - DECEMBER 31, 2025**

**Table of Contents**

ARTICLE 1 - PURPOSE..... 1

ARTICLE 2 – RECOGNITION ..... 1

ARTICLE 3 - MANAGEMENT'S RIGHTS ..... 2

ARTICLE 4 - RELATIONSHIP ..... 2

ARTICLE 5 - REPRESENTATION..... 3

ARTICLE 6 - GRIEVANCE PROCEDURE..... 3

ARTICLE 7 - ARBITRATION ..... 4

ARTICLE 8 - DISCHARGE CASES ..... 5

ARTICLE 9 - NO STRIKES - NO LOCKOUTS..... 5

ARTICLE 10 - WAGES ..... 6

ARTICLE 11 - HOURS OF WORK AND OVERTIME ..... 6

ARTICLE 12 - STATUTORY HOLIDAYS..... 8

ARTICLE 13 - VACATIONS..... 9

ARTICLE 14 – STANDBY..... 10

ARTICLE 15 – ON-CALL DUTIES ..... 11

ARTICLE 16 - SENIORITY ..... 11

ARTICLE 17- LEAVES OF ABSENCE..... 13

ARTICLE 18 - GROUP INSURANCE PLAN ..... 15

ARTICLE 19 - GENERAL ..... 16

ARTICLE 20 - OMERS ..... 17

ARTICLE 21 - UNION SECURITY..... 17

ARTICLE 22 - WORK OF THE BARGAINING UNIT ..... 18

ARTICLE 23 - CLOTHING ALLOWANCE..... 18

ARTICLE 24 - RETIREMENT ..... 18

ARTICLE 25 - PROFESSIONAL DEVELOPMENT ..... 19

ARTICLE 26 - LABOUR/MANAGEMENT COMMITTEE ..... 20

ARTICLE 27 - AMALGAMATION AND MERGER PROTECTION ..... 20

ARTICLE 28 - TERM OF AGREEMENT ..... 20

SCHEDULE 'A' ..... 22

SCHEDULE 'B' ..... 30

LETTER OF UNDERSTANDING..... 31

**THIS AGREEMENT ENTERED INTO THIS 1<sup>ST</sup> DAY OF JANUARY 2022 BY AND BETWEEN:**

**THE CORPORATION OF THE TOWN OF HANOVER**

(hereinafter referred to as the "Corporation")

**OF THE FIRST PART**

**- AND -**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES**

**AND ITS LOCAL 255.09**

(hereinafter referred to as the "Union")

**OF THE SECOND PART**

**ARTICLE 1 - PURPOSE**

1.01 The general purpose of this agreement is to secure for the Corporation, the Union, and the employees, the full benefits of orderly collective bargaining and to the fullest extent possible, the safety and physical welfare of the employees. It is recognized by this agreement that it is the duty of the Corporation and of the employees to cooperate fully, both individually and collectively, for the advancement of the said conditions.

**ARTICLE 2 – RECOGNITION**

2.01 The Corporation recognizes the Union as the sole bargaining agent of all employees of the Corporation of the Town of Hanover, save and except foremen, persons above the rank of foremen, managers, office staff, Library staff, custodial staff at the Civic Centre, Medical Clinic, Family Centre and students employed during the school vacation period May 1 - September 1, during Christmas Break and Spring Break and part time employees employed at the Hanover P & H Centre and Family Centre, except custodial staff at the P & H Centre.

2.02 Part-time employees are those employees engaged in any position not identified in Schedule "B".

2.03 Employees employed under government grants and/or under employment insurance programs shall not be covered by the terms of the Collective Agreement, but shall abide by the terms of the grant. Such employees shall not be utilized to

the extent that they cause the layoff or reduction of hours of members of the bargaining unit.

- 2.04 Students utilized through school co-op programs shall not be covered by the terms of the Collective Agreement and shall not be utilized to the extent that they result in the layoff or reduction of hours of members of the bargaining unit.
- 2.05 Schedule "B" employees shall not be entitled to the benefits described in Articles 11.07, 11.08, 11.09, 12, 13.01, 13.04, 16, 17.03, 17.04, 17.05, and 24.

### **ARTICLE 3 - MANAGEMENT'S RIGHTS**

- 3.01 The Union acknowledges and agrees that the Corporation shall continue to reserve all the rights, powers and authority to manage its Public Works Department and Parks, Recreation and Culture Department and to direct the working forces. Without restricting the generality of the foregoing, such rights of the Corporation shall include the right to:
- (a) deliver services in a cost effective manner.
  - (b) maintain order, discipline and efficiency and in connection therewith to make, alter, and enforce from time to time reasonable rules and regulations, policies and practices to be observed by its employees.
  - (c) select, hire, discipline, discharge, transfer, assign to shifts, promote, demote, classify, lay off, recall, suspend or otherwise discipline employees for just cause.
- 3.02 The Corporation agrees that these functions will be exercised in a manner consistent with the provisions of this Agreement and subject to the right of the employee(s) to lodge a grievance in the manner and extent herein provided.

### **ARTICLE 4 - RELATIONSHIP**

- 4.01 The Corporation agrees that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, lay-off, recall, discipline, discharge or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, sex or marital status, nor by reason of their membership or activity in the Union.
- 4.02 It is agreed that the Union and the employees will not engage in union activities during working hours or hold meetings at any time on the premises of the Corporation without the permission of the Department Head or CAO.

The Corporation agrees that in the event the Steward(s) are required to attend meeting outside regular hours of service at the request of the Corporation, the time spent at such meetings shall be paid at regular straight time.

## **ARTICLE 5 - REPRESENTATION**

- 5.01 The Corporation acknowledges the right of the Union membership to elect (2) stewards, together with an alternate steward. The names of the stewards shall be given to the Corporation, in writing, and the Corporation shall not be required to recognize any such steward until it has been so notified.
- 5.02 It is understood that stewards have their regular work to perform and that if it is necessary for them to service a grievance or attend negotiations, arbitration meeting(s) during working hours, they will not leave their work without first obtaining the permission of their immediate supervisor. Such permission shall not be unreasonably denied. In obtaining such permission, the steward shall state their destination and reason to their immediate supervisor and report again to them at the time of their return to work. In accordance with this understanding, stewards dealing with employees' grievances etc., during their regular working hours, shall not suffer any loss in pay.
- 5.03 For the purpose of negotiations between the parties, the Corporation shall recognize a Negotiating Committee of the Union to be composed of not more than two (2) employees plus one alternate. If a member of the Negotiating Committee is negotiating on the employee's day off, the employee will be deemed to be working and will be paid their regular wages for time spent during negotiations and will be given equivalent time off without pay at a time mutually agreed between the employee and the Corporation.
- 5.04 The Negotiation Committee shall be entitled to have present and be represented by a representative of the Canadian Union of Public Employees at all negotiation meetings between the Union and the Corporation.
- 5.05 The representative shall be recognized as having the right to advise and assist the Union Negotiating Committee and the right to speak, bargain and negotiate on their behalf.

## **ARTICLE 6 - GRIEVANCE PROCEDURE**

- 6.01 The parties to this agreement have agreed that it is of the utmost importance to address complaints and grievances concerning the interpretation or alleged violation of the Agreement as quickly as possible.
- 6.02 No grievance shall be considered where the circumstances giving rise to it occurred or originated more than three (3) full working days before the filing of the grievance, except where the grievance is one involving a dispute over pay.
- 6.03 The Corporation recognizes the right of every employee to be heard respecting any difficulty they may have. To deal with these matters fairly and expediently, the following procedure shall be followed:

**Step No. 1**

The aggrieved employee with their steward shall within three (3) working days, present their grievance in writing to their immediate supervisor, who shall render a decision in writing within two (2) working days following the presentation of the grievance to them.

**Step No. 2**

Failing satisfactory settlement at Step No. 1, the employee(s) concerned, together with the steward, shall within five (5) working days submit and discuss the grievance with the department head who shall render a decision in writing within five (5) working days of the discussion.

**Step No. 3**

Failing satisfactory settlement at Step No. 2, the employee concerned together with the steward shall submit the matter to the CAO within 5 working days thereafter. Within ten (10) working days of the request, or such longer period as may be mutually agreed to accommodate the parties, the CAO will hold a meeting to try to resolve the grievance. The National Representative of the Union may be present at such meeting. The CAO shall render a decision in writing within ten (10) working days of the meeting.

- 6.04 Failing satisfactory settlement of the grievance at Step No. 3, the grievance may be referred in writing by either party to a Board of Arbitration as provided in Article 7 below, at any time within ten (10) working days after the decision is given or should have been given, under Step No. 3, and if no such written request for arbitration is received within the time limits, then it shall be deemed to have been abandoned.
- 6.05 Where a dispute involving the question of general application or interpretation occurs, or where a group of employees of the Union has a grievance, Step 1 of this Article may be by-passed.

**ARTICLE 7 - ARBITRATION**

- 7.01 Both parties to this Agreement agree that any dispute or grievance concerning interpretation, application, or alleged violation 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 to a Board of Arbitration on the written request of the aggrieved party.
- 7.02 The Board of Arbitration shall be composed of one person appointed by the Corporation, one person appointed by the Union and a third person to act as Chairperson chosen by the other two members of the Board.
- 7.03 Within ten (10) days of the request by either party for a Board, each party shall notify the other in writing 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 person within fifteen days (15) of the notification mentioned in 7.03 above, the Minister of Labour for the Province of Ontario may be asked to nominate a person to act as Chairperson.
- 7.05 The decision of the Board of Arbitration, or a majority thereof, constituted in the above manner, shall be binding on both parties, and where there is no majority, the decision of the Chairperson shall be the decision of the Board.
- 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 Chairperson. Every effort will be made to hold the meeting in the Town of Hanover.
- 7.08 The time limits fixed in both the grievance and arbitration procedure may be extended by consent in writing of the parties to this agreement.
- 7.09 Sole Arbitrator  
At the request of either party, a Board of Arbitration may be composed of a Sole Arbitrator in accordance with the requirements of the Ontario Labour Relations Act.

## **ARTICLE 8 - DISCHARGE CASES**

- 8.01 It is recognized that probationary employees may be released for reasons less serious than in the case of a discharge of an employee who has completed their probationary period and accordingly, the release of a probationary employee will not be subject to the Grievance Procedure. A claim by an employee who has completed their probationary period that they have been unjustly discharged shall be treated as a grievance if a written statement of such grievance is lodged with the Corporation at Step No. 1 within three (3) working days after the discharge is effected.

## **ARTICLE 9 - NO STRIKES - NO LOCKOUTS**

- 9.01 In view of the orderly procedure established by this Agreement for the settling of disputes and handling of grievances, the union agrees that during the life of this Agreement there will be no strikes, picketing, slowdown or stoppage of work, either complete or partial and the Corporation agrees that there will be no lockouts.

## **ARTICLE 10 - WAGES**

10.01 The hourly wage rates and corresponding job classifications shall be as set out in Schedule 'A' attached to and forming part of this Agreement. New employees will move up through the progressions by way of the training noted.

10.02 The Corporation agrees that an employee shall be paid on every second Friday, by 9:00 a.m.

## **ARTICLE 11 - HOURS OF WORK AND OVERTIME**

### **11.01 Part-Time Employees**

Part time employees shall work the hours as scheduled by the Corporation.

### **11.02 Full-Time Public Works Roads, Water Distribution and Wastewater Collection**

- a) For full-time Public Works Department (road works, water distribution and waste water collection) employees, the normal work week shall consist of a guaranteed forty (40) hours, Monday to Friday inclusive, between the hours of 7:00 a.m. and 3:30 p.m. with one-half (1/2) hour for lunch during the period of April 1st to November 30th.
- b) During the period from December 1st to March 31st, the work week shall consist of a guaranteed forty (40) hours Monday to Friday inclusive, between the hours of 7:00 a.m. and 3:30 p.m. with one-half (1/2) hour for lunch. Any time worked prior to 7:00 a.m. will be paid at the rate of one and one-half (1 1/2) times the regular rate. Employees will only work a total of eight (8) hours in that shift unless otherwise authorized by management. If required to work longer than eight (8) hours, the employee will be paid for the hours up to the end of the regular shift at the regular rate of pay.
- c) Unless otherwise agreed to by management, the employee shall take their one-half (1/2) hour lunch break.
- d) In addition to the foregoing, the hours described in Article 11.02(a) and 11.02(b) may be changed by mutual agreement of the employees involved and management to meet seasonal work demands.

### **11.03 Parks, Recreation and Culture Facility Operators**

- a) For full-time Parks, Recreation and Culture Employees, the normal work week shall consist of a guaranteed forty (40) hours over any given seven day period, minimum eight (8) hours per shift, maximum ten (10) hours per shift. It is expected that working hours within the forty (40) hour work week shall be arranged by mutual agreement.
- b) In the absence of a full-time Facility Operator due to vacation, illness or other absence, the part-time Facility Operator shall be first offered these additional

regular hours up to forty (40) hours per week. In the event the part-time Facility Operator has reached forty (40) hours of regular pay or is unavailable for additional shifts on offer by the Employer, full-time Facility Operators shall be offered available shifts.

- c) Employees scheduled to work prior to 7:00am or after 3:30pm shall be entitled to a shift premium of \$1.25 per hour for the duration of time spent working prior to 7:00am or after 3:30pm Monday to Friday, or for regular hours worked on a weekend. This provision shall only apply to regular hours of work and pay.

#### 11.04 Full-Time Water and Wastewater Treatment Employees

- a) For full-time Public Works Department (Water Treatment Plant and Waste Water Treatment Plant) employees, the normal work week shall consist of a guaranteed forty (40) hours over any given seven day period. It is expected that working hours within the forty (40) hour week shall be arranged by mutual agreement.

#### 11.05

- a) All authorized work performed outside of the normal work week or normal work day as defined in Section 11.02, 11.03 or 11.04 above will be paid for at the rate of time and one half (1 - 1/2) the employee's regular straight time rate. All authorized work performed on a Sunday beyond a normal shift will be paid for at double the employee's regular straight time rate.
- b) All overtime must be authorized by the employee's immediate supervisor in advance except in case of emergency or unforeseen shift requirements.
- c) An employee who works overtime may take time off in lieu of the overtime worked. Such time off will be equal to the rate at which it was earned and shall be taken at a time mutually agreed between the employee and the employer.
- d) All lieu time earned prior to November 30<sup>th</sup>, must be taken off not later than December 31<sup>st</sup> unless otherwise mutually agreed, otherwise the employee will be paid for the overtime worked. All time off in lieu of overtime must be approved by the Department Head or designate.
- e) Lieu time accumulated between December 1st and December 31st may be carried over to the next fiscal year to a maximum of forty (40) hours.
- f) Employees shall be allowed to take a maximum of eighty (80) hours off per year in lieu time unless otherwise mutually agreed.

- 11.06 There will be two (2), fifteen (15) minute break periods allowed each day; one in the first and second half of each shift, as scheduled by the department head or designate, subject to the understanding that such break periods will not unduly interfere with the efficient operation of the Corporation. There shall be a five (5) minute wash up time allowed prior to quitting time.

- 11.07 An employee who has left the Corporation's premises and who is called in to work outside of their regular scheduled hours shall be paid a minimum of three (3) hours at the overtime rate or at one and one-half (1 1/2) time their regular straight time rate for the hours worked, whichever is the greater.
- 11.08 Employees required to report for unscheduled work at least two (2) hours before normal starting time, or stay at least two (2) hours after normal stopping time, shall be paid a meal allowance of \$15.00.
- 11.09 If an employee is called in to work on a scheduled day off during their work week, they shall be paid one and a half (1 1/2) times the employee's regular straight time rate. If called to work a second or subsequent day off during the same work week, they shall be paid double the employee's straight time rate.
- 11.10 If a worker's shift on any given day extends beyond 12:00 a.m. (midnight), a \$2.00 per hour rate increase would be in effect for hours worked beyond 12:00 a.m. (midnight).

## **ARTICLE 12 - STATUTORY HOLIDAYS**

- 12.01 a) The following statutory holidays, regardless of when they fall, will be granted with pay to all employees:
- |                |                                     |
|----------------|-------------------------------------|
| New Year's Day | Thanksgiving Day                    |
| Family Day     | Remembrance Day                     |
| Good Friday    | One (1) full shift on December 24th |
| Easter Monday  | Christmas Day                       |
| Victoria Day   | Boxing Day                          |
| Canada Day     | Labour Day                          |
| Civic Holiday  |                                     |
- b) In the case of the Public Works Department, if any of the statutory holidays fall on a Saturday or Sunday, the preceding Friday or the following Monday shall be observed as a day off in lieu as approved by the Department Head
- 12.02 To qualify for statutory holidays with pay, an employee must work during their last scheduled shift before and their first scheduled shift after the holiday, unless absent through permission of their respective Department Head or designate or because of sickness or emergency in the employee's family. An employee must report such sickness or emergency promptly and directly to their respective directors or designate.
- 12.03 Any employee required to work on a statutory holiday as defined in Article 12.01 (a) shall be paid for all authorized work performed on such holidays at two (2) times the regular straight time rate of pay for all hours worked in addition to their holiday pay. In lieu of the holiday pay, the employee may take time off in lieu. Such time off shall

be taken at a time mutually agreed between the employee and the Department Head or designate.

12.04 Employees scheduled to work Easter Sunday shall be paid for all authorized work performed at the rate of time and one-half (1 1/2) the employee's straight time rate.

12.05 Any employee scheduled to work on a statutory holiday to provide visual and/or written report checks on the condition of the physical plant operations at the water treatment plant, sewage treatment plant, parks and recreation facilities will be paid at double time for two (2) hours for each scheduled check.

### **ARTICLE 13 - VACATIONS**

13.01 a) Employees shall be granted vacation with pay as follows:

<u>Years of Service</u>	<u>Total Number of Vacation Hours</u>
Less than 1 year	8 hours per month to a maximum of 80 hours.
One	88 hours (in calendar year)
Two	96 hours
Three	104 hours
Four	112 hours
Five	120 hours
Six	128 hours
Seven	136 hours
Eight	144 hours
Nine	152 hours
Ten	160 hours
Eleven	168 hours
Twelve	176 hours
Thirteen	184 hours
Fourteen	192 hours
Fifteen	200 hours
Sixteen	208 hours
Seventeen	216 hours
Eighteen	224 hours
Nineteen	232 hours
Twenty	240 hours

The maximum number of earned vacation hours is two-hundred and forty (240).

b) Vacation will be taken within the calendar year before December 31st of the current year and shall not be accumulated.

c) A maximum of 40 hours can be carried over from one vacation period to another with notice to their Department Head or designate and their request will be in writing.

Vacation credits that an employee has not been able to use (e.g., as a result of absence due to total disability), shall be carried over to the following vacation period. An employee shall not be entitled to receive vacation pay in lump sum without taking the corresponding time off as vacation, except upon termination of employment, in which case pay-out will be made at the employee's current rate.

- d) Any vacation carryover must be used by June 30<sup>th</sup> of the following year. Any unused carryover will be paid out at the rate the vacation was earned.

13.02 Employees shall make submissions of preferred vacation schedules on a rotating basis by seniority prior to March 1 in each year. The submissions will be rotated among employees two times. In each submission, an employee shall choose one period of vacation ranging from 40 to 80 working hours. After the second round of submissions, vacation requests can be submitted on a first-come first-served basis.

13.03 Where a statutory holiday falls within an employee's vacation the period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, as may be mutually agreed upon.

13.04 When, during their vacation, an employee is on bereavement leave or is confined to the hospital or to bed and produces a medical doctor's certificate, they shall be entitled to take their vacation or part thereof which has been displaced at another time mutually agreed upon. The Employer reserves the right to have the employee examined by a Medical Doctor of the Employer's choice and further that an accident does not occur during the vacation period of the employee should he be working for another employer.

#### **ARTICLE 14 – STANDBY**

14.01 During an employee's tour of standby duty, they will be available for duty at any time and in particular they will ensure that their ability is not impaired by the use of alcoholic beverages or drugs. They shall have the right to switch their days or weeks on standby with another qualified standby employee provided the scheduled standby employee obtains the other qualified standby employee as their replacement and this exchange receives the approval of the applicable Supervisor or their designate twenty four hours prior to the switch taking place, unless injury or illness does not permit a twenty four hour notice.

14.02 A normal tour of standby shall be a calendar week as mutually agreed between the Union and Department Head.

14.03 Payment for standby duty shall be as follows effective February 7, 2022 to December 31, 2022:

A lump sum payment of \$175.00 per week or \$25.00 per day to be paid in the pay period next following completion of a tour of standby duty.

14.04 During a call-out, if the employee on standby considers that they require assistance, they will contact the applicable supervisor or department head who will call out additional employees. Any additional employees called out in this manner will be paid in accordance with Article 11.07.

14.05 Normally, standby will be on a weekly rotational basis, but no employee shall be required to serve on standby duty more than two consecutive weeks. Any employee on standby will be provided with a mobile phone and will be reimbursed for mileage for travel between the employee's home and workplace, at the current CRA prescribed mileage rate, for responding to alarms at the water or wastewater treatment plants. Where response to an alarm runs into a normal scheduled shift, mileage will be paid one-way only.

### **ARTICLE 15 – ON-CALL DUTIES**

15.01 When an employee is providing on-call coverage, they shall be responsible to carry the cellular phone to respond to after-hours/emergency situations on behalf of the Corporation as per established policies and procedures. This will include calling out staff per established policies and procedures.

15.02 The employee will receive three hundred dollars (\$300) per calendar week of on-call coverage provided. The employee will still be eligible to respond to and be compensated for call-outs as per the collective agreement.

15.03 A Corporation-owned vehicle will be available to the employee on-call for the purpose of responding to calls and conducting necessary patrols.

15.04 For the period of approximately December 1 to March 31, annually, only Public Works employees, including the Public Works Foreman, shall carry the on-call phone. A schedule shall be developed giving the employees an approximate equal number of weeks.

15.05 From the period of approximately April 1 to November 30, annually, other members of the Corporation, including management, may participate with Public Works employees in on-call duties. The schedule shall be developed giving all on-call personnel an approximate equal number of weeks during this period.

15.06 Weekly shifts may be exchanged between employees provided the Corporation receives written notice prior to the earliest affected shift.

### **ARTICLE 16 - SENIORITY**

16.01 Seniority as referred to in this Agreement shall mean Employees hired following ratification of this Agreement shall attain seniority based on the length of service with the Corporation in the bargaining unit only.

- 16.02 An employee will be considered on probation for the first three (3) months and will have no seniority rights during that period. After three (3) months' service their seniority shall date back to the day on which their employment began. The dismissal, layoff, or failure to recall after layoff of a probationary employee shall not be the subject of a grievance.
- 16.03 Seniority lists will be revised each twelve (12) months. A copy of the list will be posted and a copy given to the Union. If an employee does not challenge the position of their name on the seniority list within the first fifteen (15) working days from the date their name first appeared on a seniority list, then they shall be deemed to have proper seniority standing.
- 16.04 Layoffs and recalls shall be based upon the following factors:  
a) Seniority  
b) Qualifications and ability  
Where the requirements in factor (b) are relatively equal, seniority shall govern. New employees shall not be hired until those laid off have been given an opportunity of recall.
- 16.05 Seniority shall terminate and an employee shall cease to be employed by the Corporation when they:  
a) voluntarily quits their employment with the Corporation;  
b) is discharged and is not reinstated under the provisions of this agreement;  
c) is off the payroll for a continuous period of one (1) year due to layoff;  
d) fails to report for work within five (5) working days after being recalled by the Corporation by registered mail to their last address on record following a layoff;  
e) fails to return to work upon termination of authorized leave of absence, unless notification in writing has been communicated to the Corporation. Such notice of extension shall only be for good and sufficient cause;  
f) accepting gainful employment while on a leave of absence without first obtaining the consent of the Corporation in writing;  
g) absence in excess of twenty four (24) months due to accident or illness, or after twenty-four (24) months on long term disability;  
h) absence from work without leave of absence being granted by, or an explanation being given satisfactory to the Corporation for a continuous absence of three (3) working days or over.
- 16.06 In the event that an employee covered by this Agreement should be promoted to a supervisory or confidential position beyond the scope of this Agreement, and is later placed in a position within the scope of this Agreement, they shall retain the seniority previously acquired and shall have added thereto, the seniority accumulated while serving in such supervisory or confidential capacity if returning to a position within the bargaining unit within one (1) year of leaving the bargaining unit, otherwise, they shall only retain the seniority previously acquired.

- 16.07 It shall be the duty of each employee to notify the Corporation promptly of any change in address. If an employee fails to do this, the Corporation will not be responsible for failure of a notice to reach such employee.
- 16.08 When a vacancy occurs or a new position is created, the Employer shall post notice of the position on all bulletin boards for a minimum of ten (10) days in order that all members will know about the position and be able to make written application therefore.
- 16.09 Such notice shall contain the following information:  
Nature of position, qualifications, required knowledge and education, skills, shift, wage or salary rate or range, which shall not be established in an arbitrary or discriminatory manner. In filling job vacancies, including promotions, transfers and new positions, the job shall be awarded to the senior applicant provided they are able to perform the normal requirements of the job.
- 16.10 The Corporation agrees that present employees shall be given an opportunity to qualify for operating the various pieces of equipment used in the Town in order to fill vacancies that might occur. Such training shall be at the sole discretion of the Corporation.
- 16.11 The Town agrees that Employees in the bargaining unit who apply for a posting to a new position with the Town shall have one month to decide to return to their previous position without penalty. The Town may also return the Employee to their previous position during this time if the Employee is not suitable for the position. After one month the normal probation period will apply.

## **ARTICLE 17- LEAVES OF ABSENCE**

### **17.01 Personal Leave of Absence**

The Corporation may grant leave of absence without pay and without loss of seniority to an employee for good and sufficient personal reasons. All requests for such leaves of absence shall be in writing as far in advance as practical and the Corporation agrees to confirm or deny the request for such leave as soon as possible.

### **17.02 Bereavement/Compassionate Leave**

When a death occurs in the immediate family of an employee, compassion leave of up to 3 days with pay will be granted; between date of death and funeral and subject to days scheduled to work. Immediate family will include spouse, child, father, mother, foster parent, brother, sister, grandparent, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent-in-law, step-mother, step-father, step-sister, step-brother, step-child, step-grandchild, and step-grandparent. When a death occurs of an aunt or uncle of the employee, compassion leave of one (1) day with pay will be granted between date of death and funeral and subject to day scheduled to work.

Should extensive travel, personal or extenuating circumstances be involved, appropriate leave, with or without pay, may be granted by the Department Head. In the case of immediate family the Department Head shall arrange for appropriate sympathy to be extended, on behalf of "The Corporation of the Town of Hanover".

#### 17.03 Union Business Leave

The Corporation agrees to grant leave of absence with-pay and without loss of seniority for union business to not more than two (2) employees selected by the Union to attend conventions or conferences. It is understood, however, that the cumulative total of leave of absence granted under this section shall not exceed twenty (20) working days in any calendar year and that requests for such leave of absence shall be made in writing at least three (3) weeks in advance of such leave. The Corporation agrees to confirm or deny the request for such leave of absence within five (5) calendar days of receipt of the request. A request for such leave shall not be unreasonably denied.

The Corporation agrees to bill CUPE Local 255.09 for wages and benefits for leaves granted in accordance with Article 17.03 and CUPE Local 255.09 agrees to pay the Corporation of the Town of Hanover the invoice amount within fifteen (15) days of receipt of such invoice.

#### 17.04 Medical Leave of Absence

Individuals are expected to arrange medical appointments outside normal work-week hours where possible. If not possible, the employee should arrange such appointments at either the start or finish of the employee's shift and permission to leave may be granted by the Department Head or Designate and/or the CAO, at their discretion. Individuals are eligible for paid medical leave of up to 120 hours per year, non-accumulative. A medical certificate may be requested for any 3 consecutive days of leave. Medical leave may also be used in the case of illness of a spouse, child or parent of the Employee upon Department Head or Designate and/or CAO approval. All other medical leave shall be subject to regulations of Short-term and Long-term Disability, plus Workers' Compensation.

#### 17.05 Short Term Disability Leave (Permanent Full-Time Staff)

- a) Purpose and Objective: The objective of the Short Term Disability Plan is to provide permanent full-time employees of the Town, with short term income security during sickness or injury for up to 15 continuous weeks. After 15 continuous weeks, the employee will be placed on the Long Term Disability Income Plan as provided by the insurance company (carrier) for the Town.
- b) Entitlement: All permanent full-time employees on this plan, having completed the lesser of three months or their probationary period, will be entitled to 15 continuous weeks of pay at 100%.
- c) Rules and Regulations: The maximum covered duration for an illness or accident under the STD Plan is fifteen (15) weeks. As long as an employee qualifies for LTD the STD Plan will not apply. An employee who is absent as a result of an occupational accident or occupational illness and in receipt of temporary loss of earnings payments extended by the Workplace Safety and Insurance Act, shall

continue to be paid by the Town on a regular basis, for the duration to which the employee would be entitled to 100% pay, after which the employee would continue to receive Workplace Safety Insurance Board loss of earnings benefits as per entitlement. The employee will assign all payments received from the Workplace Safety and Insurance Board to the Town, save and except permanent disability awards.

#### 17.06 Jury and Witness Duty

Individuals chosen for jury duty or subpoenaed as a witness shall receive regular pay, less the compensation allowed by the judicial system for the hours the employee would have regularly worked.

#### 17.07 Pregnancy and Parental Leave

Individuals shall receive pregnancy and/or parental leave in accordance with current legislation (Employment Standards Act).

### **ARTICLE 18 - GROUP INSURANCE PLAN**

18.01 General: All full-time employees who have successfully completed the prescribed probationary or benefit waiting periods shall be eligible for the following benefits paid by the Town of Hanover.

- i) Group Life - equal to 2 times the employee's annual salary.
- ii) A. D. & D. - equal to 2 times the employee's annual salary.
- iii) Long Term Disability - equal to 70% of earnings
- iv) Dental - with a one year O.D.A. schedule lag. (25/50 Deductible
- v) Vision Care - prescription lenses and eye exams every two years up to the following maximums: \$500
- vi) (a) Extended Health Care - medical. (10/25 Deductible)  
Prescription Drugs - The parties agree to the use of generic drugs when available and suitable for treatment. The dispensing fee for prescriptions is capped at \$7.00. Should an employee be required to pay the difference in the covered fee, the Municipality will reimburse the employee for the amount not covered, upon submission of receipt.
- (b) Chiropractic Care – up to the following maximum per calendar year \$500
- (c) Massage Therapy – up to the following maximum per calendar year \$500

18.02 Additional Group Life Insurance can be purchased at the expense of the employee.

- 18.03 Benefits described above will be in accordance with the terms and conditions of the carriers. Carriers may be changed from time to time provided benefits remain equivalent to or better than those now in effect, and that members receive notice of the most recent carrier and master policy number(s).

Carrier: Canada Life  
Policy Number: 168883

## **ARTICLE 19 - GENERAL**

- 19.01 Correspondence arising under the provisions of the agreement shall be in writing and shall be sufficient if sent by mail, addressed if to the Union to the Stewards of Local #255, and if to the Corporation, to the CAO.
- 19.02 Upon approval of an employee's supervisor, the Corporation agrees to pay mileage equivalent to the established annual Canada Revenue Agency (CRA) mileage rate for each kilometre necessarily travelled by an employee in their automobile while engaged in the business of the Corporation. It is understood, however, that such payment has no application where employees drive between home and work in the course of their normal duties.
- 19.03 The Corporation agrees to prepare the Collective Agreement and to provide each employee with a copy. The CUPE National Representative shall receive two (2) signed original copies.
- 19.04 The Corporation will provide two (2) bulletin boards in areas mutually agreed upon for the purpose of posting notices regarding meetings and other matters restricted to union activity. Before posting, such notices must be signed by a steward of the Local Union.
- 19.05 Where an employee is temporarily required by the Corporation to assume the job duties of a higher rated classification than their own, for a period of at least one half shift, they shall receive the next highest rate in the job classification to which they are assigned, over their rate at the time of the transfer.
- 19.06 Where the Corporation has determined that a new classification is required or where the Corporation has made extensive changes in the duties of an existing classification and has established the rate for such job, the Corporation will negotiate same with the Union. Any rates established by the Corporation under this section may be subject to challenge under the Grievance Procedure, provided that any grievance as to the rate is filed within three (3) working days from the date of notification. If any grievance hereunder proceeds to arbitration, the Arbitration Board established to rule on the grievance shall be restricted solely to determining the appropriateness of the wage rate as applicable to other related rates within the

bargaining unit. The new rate shall become retroactive to the time the new position was first filled by the employee or the date of change in job duties.

- 19.07 Proper accommodation shall be provided for employees to prepare hot beverages and eat their meals and to keep and change their clothes. A shower shall be provided for the use of employees.
- 19.08 Letters of Understanding shall form part of this agreement for its duration.
- 19.09 The Union Steward shall be advised of all new hires, promotions, termination and layoffs of employees covered by the terms of this agreement.

## **ARTICLE 20 - OMERS**

- 20.01 In addition to the Canada Pension Plan, every full-time employee shall join the Ontario Municipal Employees Retirement System. The employer and the employees shall make contributions in accordance with the provisions of the Plan.

## **ARTICLE 21 - UNION SECURITY**

- 21.01 All employees covered by this Agreement, as a condition of employment, shall become and remain members in good standing of the Union, according to the Constitution and By-Laws of the Union. New employees of the Corporation, covered by this agreement, shall become members in good standing in the Union within one (1) month of first being continuously employed by the Corporation.
- 21.02 The Corporation agrees to deduct from every employee covered by this Agreement, any monthly dues or assessments levied in accordance with the Union By-laws, and owing by the employee to the Union. The initial deduction for Union dues shall be made from the first payroll period of the month following one (1) month of continuing employment with the Corporation. The total amount of said dues shall be forwarded to the treasurer of the Union monthly, accompanied by a list of employees from whose wages the deductions have been made. The Union shall advise the Corporation of the amount of Union dues to be deducted from every employee covered by this agreement and of any changes in the amounts from time to time. The Union shall advise the Corporation, in writing, of the name and address of the treasurer of the Union, and of any changes from time to time. The Union agrees to indemnify and save the Corporation harmless from any claims arising from the collection and remittance of dues and/or assessments as provided for in this agreement.

## **ARTICLE 22 - WORK OF THE BARGAINING UNIT**

- 22.01 Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit except for the purpose of instruction, experimenting, or in emergencies when regular employees are not available and provided that the act of performing the aforementioned operations, in itself, does not reduce the hours of work or rate of pay of any employee.
- 22.02 Notwithstanding Article 20 of the Collective Agreement, specifically 20.01, Supervisors can work on the stand-by rotation save and except on statutory holidays as outlined in Article 12.01. It is understood that the Supervisor can only work overtime on their rotation and cannot replace front line staff unless mutually agreed.
- 22.03 The Employer agrees that during the term of this Agreement no employee shall lose their rate of pay or employment as a result of contracting out of services. This matter may be the subject of a grievance.

## **ARTICLE 23 - CLOTHING ALLOWANCE**

- 23.01 a) The Corporation shall reimburse up to a maximum of \$600 per calendar year to each permanent, full-time Employee for the purchase of work clothing and CSA approved green patch safety boots, upon receiving a receipt showing payment was made by the Employee. Suitable Gloves, rubber boots, safety vests, safety hats, rain suits will be provided as needed and do not reflect in the annual clothing allowance.
- b) The employer will reimburse up to a maximum \$300.00-per calendar year to Schedule "B" employees towards the purchase of work clothing and CSA approved green patch safety boots upon receiving the receipt showing payment was made by the Employee.
- 23.02 a) It is distinctly understood by the employees that they must wear safety apparel as required by the Ontario Occupational Health & Safety Act and/or Corporation policies, procedures, guidelines and directives. Failure to wear the above apparel may result in disciplinary action.

## **ARTICLE 24 - RETIREMENT**

- 24.01 A full-time union employee who is 55 years of age or older and has completed ten (10) years of service with the Town of Hanover shall receive, on retirement with an OMERS pension, their choice of either three (3) days retirement pay for each year of completed service or full employee benefits as outlined in

Article 16.01 v), vi) and vii) only and one (1) times salary life insurance coverage, as may be amended from time to time, until they reach age 65. Payment will be made or the benefit come into effect when the employee goes into retirement and is in receipt of an OMERS pension. Payment shall be made at the employee's current rate of pay at retirement. No retirement pay or benefits will be paid to employees who quit or who are discharged for cause.

24.02 Employees covered by the OMERS plan shall where possible provide the Corporation three (3) months' notice of their intent to retire.

## **ARTICLE 25 - PROFESSIONAL DEVELOPMENT**

- 25.01 a) **Courses:** All training opportunities require budget and Department Head approval. Part time CUPE employees are exempt from the qualifications grid, and shall receive appropriate training at the discretion of the Department Head and/or CAO. Each training opportunity must be relative to the needs of the Corporation and must relate to the employee's specific position. Each employee shall be eligible for Corporation paid training as outlined in the agreement, a minimum of once every three years, but not more than once every two years; employee training opportunities may be prioritized relative to the needs of the Corporation. Mandatory training required by the Corporation or other government agency is not included under this policy and will be provided, as deemed appropriate, by the Corporation. If an employee is absent due to illness while on a course, the employee shall contact the Department Head or designate immediately; and further that the Corporation shall reimburse for related training costs, (i.e. meals, mileage, accommodation), in accordance with Corporation policy. Town will pre-pay and register employees for courses and that the employee will reimburse the Town 50% of the cost of tuition if they do not successfully complete the course.
- b) **Memberships:** Membership fees in related organizations may be paid by the Town subject to approval of the Department Head and/or CAO, plus annual budget appropriations.
- c) **Association Activities:** Employees are encouraged to participate in and contribute to non union related regional or provincial organizations. Commitment levels and responsibility for expenses incurred are subject to approval of the Department Head and/or CAO.

25.02 The cost of medical reports for those employees required to have a Class D licence will be paid for by the Corporation.

**ARTICLE 26 - LABOUR/MANAGEMENT COMMITTEE**

26.01 On the request of either party, the parties shall meet at least once every two months until this agreement is terminated for the purpose of discussing issues relating to the workplace which affect the parties or any employee bound by this Agreement. The joint committee shall have equal representation and shall be jointly chaired. Time spent in committee meetings will be deemed to be time worked. The committee shall not deal with grievances.

**ARTICLE 27 - AMALGAMATION AND MERGER PROTECTION**

27.01 In the event the Corporation merges or amalgamates with any other body, the Corporation undertakes to ensure that:

- i) Employees shall be credited with all seniority rights with the new Employer.
- ii) All service credits relating to vacation with pay, sick leave credits and other benefits shall be recognized by the new Employer.
- iii) The Union will be consulted in regards to other matters dealing with members of the bargaining unit.

**ARTICLE 28 - TERM OF AGREEMENT**

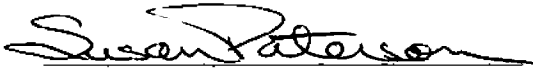
28.01 This agreement shall continue in effect from January 1, 2022 to December 31, 2025 and shall continue automatically thereafter for annual periods of one (1) year each, unless either party notifies the other in writing not less than thirty (30) days and not more than ninety (90) days prior to the expiration date that it desires to amend or to terminate the agreement.

28.02 The parties agree to providing notification of mutually agreeable dates for negotiations purposes within fifteen (15) days following notification as provided in clause 28.01.

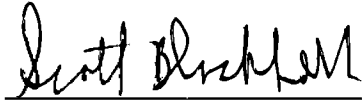
DATED AT HANOVER THIS 21<sup>st</sup> DAY OF MARCH, 2022.

FOR THE EMPLOYER:

FOR THE UNION:



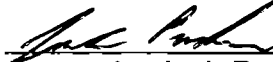
Mayor – Sue Paterson



CUPE Rep. – Scott Blackhall



CAO/Clerk – Brian Tocheri



Steward – Josh Perdue

\_\_\_\_\_  
Steward – Todd Martin

**SCHEDULE 'A'**

**JOB REQUIREMENTS AND QUALIFICATIONS**

<b>PARKS, RECREATION AND CULTURE - FACILITY OPERATORS</b>		<b>HOURLY RATE @ 01-Jan-22</b>	<b>HOURLY RATE @ 01-Jan-23</b>	<b>HOURLY RATE @ 01-Jan-24</b>	<b>HOURLY RATE @ 01-Jan-25</b>
Probation	To Start: Secondary School graduate or acceptable equivalent and a valid (Ontario) Class G License. Ability to clearly understand written and verbal instructions in English and ability to maintain work records. Must have either basic refrigeration and/or Certified Pool Operator course.	\$20.16	\$20.53	\$20.92	\$21.34
Progression 1 after 3 months	Performance in the job to the satisfaction of the Director of Parks, Recreation and Culture or designate.	\$22.11	\$22.52	\$22.95	\$23.41
Progression 2 after 9 months	Performance in the job to the satisfaction of the Director of Parks, Recreation and Culture or designate.	\$24.10	\$24.54	\$25.01	\$25.51
Progression 3 after 12 months.	Job Performance in the job to the satisfaction of the Director of Parks, Recreation and Culture or designate.	\$25.09	\$25.56	\$26.04	\$26.56
Progression 4	Performance in the job to the satisfaction of the Director of Parks, Recreation and Culture or designate plus successful completion of two of the specified training courses as designated by the Town.	\$26.09	\$26.57	\$27.08	\$27.62

<b>PARKS, RECREATION AND CULTURE - FACILITY OPERATORS</b>		HOURLY RATE @ 01-Jan-22	HOURLY RATE @ 01-Jan-23	HOURLY RATE @ 01-Jan-24	HOURLY RATE @ 01-Jan-25
Progression 5	Performance in the job to the satisfaction of the Director of Parks, Recreation and Culture or designate plus successful completion of three of the specified training courses as designated by the Town.	\$27.10	\$27.60	\$28.12	\$28.69
Progression 6	Performance in the job to the satisfaction of the Director of Parks, Recreation and Culture or designate plus completion of four of the specified training courses as designated by the Town.	\$28.17	\$28.69	\$29.23	\$29.82
Progression 7	Performance in the job to the satisfaction of the Director of Parks, Recreation and Culture or designate plus completion of five of the specified training courses as designated by the Town.	\$29.01	\$29.55	\$30.11	\$30.71
Lead Hand 110% of Progression 6	Performance in the job to the satisfaction of the Director of Parks, Recreation and Culture.	\$30.98	\$31.56	\$32.16	\$32.80

Specified Training Courses are courses that may be designated by the Town and shall include but not be limited to the following:

- |   |                                      |
|---|--------------------------------------|
| Basic Arena Refrigeration *                         | Parks Operations & Maintenance *     |
| Certified Pool Operator *                           | Certified Gas Chlorine Handler       |
| Building Operations & Maintenance *                 | Trails Specialist *                  |
| Legal 1 – Supervising in a Recreation Environment * | Registered Playground Practitioner * |

\* Refer to Ontario Recreation Facilities Association and Ontario Parks Association for course content and descriptions.

All Specified Training Courses that may qualify an employee for Progression Level advancement must include a formal written and/or practical examination and may be comprised of a minimum 16 hours instruction and/or training component and result in successful course completion by the employee.

**SCHEDULE 'A'**

**JOB REQUIREMENTS AND QUALIFICATIONS**

<b>PUBLIC WORKS (ROADS, WATER DISTRIBUTION &amp; WASTE WATER COLLECTION) – FULL TIME EMPLOYEES</b>					
		<b>HOURLY RATE @ 01-Jan-22</b>	<b>HOURLY RATE @ 01-Jan-23</b>	<b>HOURLY RATE @ 01-Jan-24</b>	<b>HOURLY RATE @ 01-Jan-25</b>
Probation	To start: Secondary School graduate or acceptable equivalent and a valid (Ontario) Class D License with a "Z" endorsement. Ability to clearly understand written and verbal instructions in English and ability to maintain work records.	\$18.06	\$18.39	\$18.74	\$19.12
Progression 1 after 3 months	Performance in the job to the satisfaction of the Director of Public Works or designate.	\$20.16	\$20.53	\$20.92	\$21.34
Progression 2 after 6 months	Performance in the job to the satisfaction of the Director of Public Works or designate. Assist certified operators with maintenance and repair of water distribution and wastewater collection system. Possess Operator-In-Training (OIT) certificate for water distribution and wastewater collection.	\$22.11	\$22.52	\$22.95	\$23.41
Progression 3 after 9 months advance to General Labourer (Roads / Water Distribution and Waste Water Collection)	Ability to operate the following equipment on an as required basis: trackless machine with accessories such as sidewalk plow and snowblower, and tandem axle truck, or successful completion of Water Works Entry Level Training Course offered through the Walkerton Clean Water Centre. Work involves maintenance and repair of roads, water distribution and waste water collection system. Performance in the job to the satisfaction of the Director of Public Works or designate.	\$24.09	\$24.53	\$25.00	\$25.50

<b>PUBLIC WORKS (ROADS, WATER DISTRIBUTION &amp; WASTE WATER COLLECTION) – FULL TIME EMPLOYEES</b>					
		HOURLY RATE @ 01-Jan-22	HOURLY RATE @ 01-Jan-23	HOURLY RATE @ 01-Jan-24	HOURLY RATE @ 01-Jan-25
Progression 4 one Certified Level - (Water Distribution or Waste Water Collection)	Completion of requirements of Progression 3. Ability to operate the following equipment as needed: Trackless machine with accessories such as sidewalk plow and snow blower, tandem axle truck with snow plow, loader, backhoe and street sweeper. Completion of one certified level under the MECP for either Water Distribution or Waste Water Collection System, or completion of T.J Mahony Road School Construction or Maintenance course. Performance in the job to the satisfaction of the Director of Public Works or designate.	\$25.09	\$25.56	\$26.04	\$26.56
Progression 5 two Certified Levels - (Water Distribution or Waste Water Collection System)	Completion of requirements of Progression 4 and a combination of two certified levels under the MECP for either Water Distribution or Waste Water Collection System, or completion of T.J Mahony Road School Construction and Maintenance courses. Performance in the job to the satisfaction of the Director of Public Works or designate.	\$26.09	\$26.57	\$27.08	\$27.62
Heavy Equipment Operator	Individuals who operate heavy equipment such as a grader. Performance in the job to the satisfaction of the Director of Public Works or designate.	\$27.10	\$27.60	\$28.12	\$28.69
Progression 6 three Certified Levels - (Water Distribution and Waste Water Collection System) or Certified Road Supervisor (CRS) Designation	Completion of requirements of Progression 5 and a combination of three certified levels under the MECP for Water Distribution and Waste Water Collection System, or possession of Certified Roads Supervisor (CRS) designation. Performance in the job to the satisfaction of the Director of Public Works or designate.	\$29.29	\$29.83	\$30.40	\$31.00

<b>PUBLIC WORKS (ROADS, WATER DISTRIBUTION &amp; WASTE WATER COLLECTION) – FULL TIME EMPLOYEES</b>					
		HOURLY RATE @ 01-Jan-22	HOURLY RATE @ 01-Jan-23	HOURLY RATE @ 01-Jan-24	HOURLY RATE @ 01-Jan-25
Progression 7 four Certified Levels - (Water Distribution and Wastewater Collection System) or CRS designation plus two C.S. Anderson School Courses	Completion of requirements of Progression 6 and a combination of 4 certified levels under the MECF for Water Distribution and Waste Water Collection System, or CRS designation plus successful completion of two mandatory C.S. Anderson School Courses. Performance in the job to the satisfaction of the Director of Public Works or designate.	\$30.29	\$30.85	\$31.43	\$32.06
Progression 8 five Certified Levels - (Water Distribution and Wastewater Collection) or CRS-Intermediate (CRS-I) designation	Completion of requirements of Progression 7 and a combination of 5 certified levels under the MECF for Water Distribution and Waste Water Collection System, or possession of CRS-Intermediate (CRS-I) designation. Performance in the job to the satisfaction of the Director of Public Works or designate.	\$31.31	\$31.89	\$32.50	\$33.15
Progression 9 six Certified Levels - (Water Distribution and Wastewater Collection) or CRS-Senior (CRS-S) designation	Completion of requirements of Progression 8 and a combination of 6 certified levels under the MECF for Water Distribution and Waste Water Collection System, or possession of CRS-Senior (CRS-S) designation. Performance in the job to the satisfaction of the Director of Public Works or designate.	\$32.33	\$32.93	\$33.56	\$34.23

**SCHEDULE 'A'**

**JOB REQUIREMENTS AND QUALIFICATIONS**

<b>PUBLIC WORKS - TREATMENT PLANT OPERATORS - FULL TIME EMPLOYEES</b>					
		<b>HOURLY RATE @ 01-Jan-22</b>	<b>HOURLY RATE @ 01-Jan-23</b>	<b>HOURLY RATE @ 01-Jan-24</b>	<b>HOURLY RATE @ 01-Jan-25</b>
Probation	To start: Secondary School graduate or acceptable equivalent and a valid (Ontario) Class G License. Ability to clearly understand written and verbal instructions in English and ability to maintain work records.	\$18.06	\$18.39	\$18.74	\$19.12
Progression 1 after 3 months	Performance in the job to the satisfaction of the Director of Public Works or designate.	\$20.16	\$20.53	\$20.92	\$21.34
Progression 2 after 6 months	Assist certified plant operators in daily maintenance and operational duties. Possess Operator-In-Training (OIT) certificate for water and wastewater treatment. Performance in the job to the satisfaction of the Director of Public Works or designate.	\$22.11	\$22.52	\$22.95	\$23.41
Progression 3 after 9 months advance to General Labourer - 1 Water Treatment or Waste Water Treatment	Assist certified plant operators in daily maintenance and operational duties and must successfully complete Water Works Entry Level Training Course offered through the Walkerton Clean Water Centre. Performance in the job to the satisfaction of the Director of Public Works or designate.	\$24.09	\$24.53	\$25.00	\$25.50

<b>PUBLIC WORKS - TREATMENT PLANT OPERATORS - FULL TIME EMPLOYEES</b>					
		HOURLY RATE @ 01-Jan-22	HOURLY RATE @ 01-Jan-23	HOURLY RATE @ 01-Jan-24	HOURLY RATE @ 01-Jan-25
Progression 4 one Certified Level - (Water Treatment or Waste Water Treatment)	Completion of requirements of Progression 3 and possession of MECP Level 1 Certificate for either Water Treatment or Waste Water Treatment. Performance in the job to the satisfaction of the Director of Public Works or designate.	\$25.09	\$25.56	\$26.04	\$26.56
Progression 5 two Certified Levels - (Water Treatment or Waste Water Treatment)	Completion of requirements of Progression 4 and a combination of 2 certified levels under the MECP for Water Treatment and Wastewater Treatment. Performance in the job to the satisfaction of the Director of Public Works or designate.	\$26.09	\$26.57	\$27.08	\$27.62
Progression 6 three Certified Levels - (Water Treatment or Waste Water Treatment)	Completion of requirements of Progression 5 and a combination of 3 certified levels under the MECP for Water Treatment and Wastewater Treatment. Performance in the job to the satisfaction of the Director of Public Works or designate.	\$29.29	\$29.83	\$30.40	\$31.00
Progression 7 four Certified Levels - (Water Treatment or Waste Water Treatment)	Completion of requirements of Progression 6 and a combination of 4 certified levels under the MECP for Water Treatment and Wastewater Treatment. Performance in the job to the satisfaction of the Director of Public Works or designate.	\$30.29	\$30.85	\$31.43	\$32.06
Progression 8 five certified levels - (Water Treatment and Waste Water Treatment)	Completion of requirements of Progression 7 and a combination of 5 certified levels under the MECP for Water Treatment and Waste Water Treatment. Performance in the job to the satisfaction of the Director of Public Works or designate.	\$31.31	\$31.89	\$32.50	\$33.15

<b>PUBLIC WORKS - TREATMENT PLANT OPERATORS - FULL TIME EMPLOYEES</b>					
		HOURLY RATE @ 01-Jan-22	HOURLY RATE @ 01-Jan-23	HOURLY RATE @ 01-Jan-24	HOURLY RATE @ 01-Jan-25
Progression 9 six certified levels - (Water Treatment and Waste Water Treatment)	Completion of requirements of Progression 8 and a combination of 6 certified levels under the MECP for Water Treatment and Waste Water Treatment. Performance in the job to the satisfaction of the Director of Public Works or designate.	\$32.33	\$32.93	\$33.56	\$34.23
Progression 10 six certified levels - (Water Treatment and Waste Water Treatment) and DWQMS	Completion of requirements of Progression 9 and a combination of 6 certified levels under the MECP for Water Treatment and Waste Water Treatment. Successful completion of DWQMS Internal Audit course and assigned responsibility of Compliance Officer by the Director of Public Works or designate. Performance in the job to the satisfaction of the Director of Public Works or designate.	\$33.30	\$33.91	\$34.56	\$35.25

**SCHEDULE 'B'**

	<b>HOURLY RATE @ 01-Jan-22</b>	<b>HOURLY RATE @ 01-Jan-23</b>	<b>HOURLY RATE @ 01-Jan-24</b>	<b>HOURLY RATE @ 01-Jan-25</b>
Cemetery Caretaker	\$23.50	\$23.93	\$24.39	\$24.88
Seasonal Horticulturalist	\$21.00	\$21.39	\$21.79	\$22.23
Cemetery Attendant	\$19.25	\$19.61	\$19.98	\$20.38
P & H Centre Custodian	\$19.25	\$19.61	\$19.98	\$20.38
Part-Time Facility Operator	Wages as per Facility Operator Schedule "A" All other as per Clause 2.05			

**LETTER OF UNDERSTANDING**  
**Without Prejudice or precedent**

**BETWEEN:**

**TOWN OF HANOVER**

("Corporation")

**-and-**

**CUPE AND ITS LOCAL 255-09**

("Union")

**RE: Landfill Site and Public Works Operator**

With the creation of a new employee at the Hanover/Walkerton Landfill Site, an addition to Article 11 – Hours of Work and Overtime is required to accommodate the normal work week for this position.

Article 11.02 refers to the Public Works Department and an addition of another paragraph is required to accommodate this new position as follows:

For full-time Public Works employees working as the Landfill Site and Public Works Operators, the normal work week shall consist of a guaranteed forty (40) hours, Tuesday to Saturday inclusive, between the hours of 7:00 a.m. and 3:30 p.m. with one-half (1/2) hour for lunch.

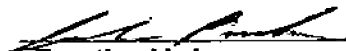
Dated at           Hanover           this   21<sup>st</sup>   day of March, 2022


CUPE and its Local 255-09

Town of Hanover

Per:

Per:

  
\_\_\_\_\_

  
\_\_\_\_\_

**For the Union**  
**Josh Perdue, Union Steward**

**For the Corporation**  
**Brian Tocheri, CAO**

\_\_\_\_\_  
**For the Union**  
**Todd Martin, Union Steward**

  
\_\_\_\_\_  
**For the Corporation**  
**Susan Paterson, Mayor**