

COLLECTIVE AGREEMENT

BETWEEN

**THE CORPORATION OF THE TOWNSHIP OF
MATTICE-VAL COTE**

(Hereinafter called the "Employer")

- AND -

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL UNION 1536-01**

(Hereinafter called the "Union")

Effective Date:

January 1st, 2023 to December 31st, 2027

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Preamble

WHEREAS it is the desire of both parties to this agreement:

1. To maintain and improve the harmonious relations and to settle the conditions of employment between the employer and the union.
2. To recognize the mutual value of joint discussions and negotiations pertaining to working conditions and to promote the expeditious resolution of workplace disputes.
3. To encourage efficiency in operation.
4. To promote the morale, well-being and security of all employees.

AND WHEREAS it is the desire of both parties that the methods of bargaining and the working conditions of the employees be drawn up in a collective agreement;

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1 - RECOGNITION

- 1.1 The employer recognizes the union as the sole and exclusive collective bargaining agent for all employees save and except casuals, students, the treasurer and persons above the rank of treasurer, and any other persons excluded by law.
- 1.2 Casuals are defined as employees who regularly work no more than 60 hours per year.
- 1.3 It is agreed that the union and the employees will not hold meetings at any time on the premises of the employer or during working hours without the permission of the CAO or a person designated by him.
- 1.4 The parties agree that there shall be no discrimination against any employee on the basis of race, ancestry, place of origin, color, ethnic origin, citizenship, creed, age, sex, sexual orientation, record of offenses, marital status, family status or handicap as those terms are defined by the *Human Rights Code*. In any grievance alleging discrimination or a failure to accommodate, all defenses under the *Human Rights Code* are available.
- 1.5 The parties agree that there will be no discrimination based on an employee's membership or non-membership in the union or based on an employee's participation or lack of participation in lawful union activities.

ARTICLE 2 - MANAGEMENT RIGHTS

2.1 The union recognizes the exclusive right of the employer to manage and direct its operations in all matters which are not specifically restricted by this collective agreement, and in particular:

- (a) to operate and manage its operations in accordance with its responsibilities and the rights, powers and functions conferred upon the municipality by statute, regulation and/or the by-laws of the municipality;
- (b) to maintain order, discipline and efficiency and, in connection therewith, to make, alter and enforce from time to time rules and regulations, policies and practices to be observed by its employees;
- (c) to select, hire, discipline, discharge, transfer, assign to shifts, promote, demote, classify, lay off, recall, suspend and retire employees, and select persons for positions excluded from the bargaining unit, provided that no employee shall be transferred out of the bargaining unit against his wishes.
- (d) direct the working forces, plan, direct and control the operations of the municipality, introduce new and improved methods, facilities and equipment, determine the amount of supervision of personnel necessary, the number of employees to be employed, the work schedules, the establishment of standards of quality, the extent of the municipality's operations and the increase or decrease in employment arising therefrom, the sole and exclusive jurisdiction over all operations, buildings, machinery, equipment and tools.

ARTICLE 3 - UNION REPRESENTATION

3.1 (a) The union may appoint or otherwise select a maximum of two union stewards and a union bargaining committee composed of a maximum of three employees, namely two full-time and one part-time employee.

- (b) Members of the bargaining committee shall have the right to attend negotiations with the employer held within regular working hours without loss of remuneration.

3.2 The role of the union stewards shall be the day-to-day administration of the collective agreement and the role of the bargaining committee shall be the negotiation of the collective agreement. The stewards and the bargaining committee may be assisted by a representative of CUPE national.

- 3.3 The names of the stewards and the bargaining committee members shall be given to the employer in writing following their selection and the employer shall be advised in writing which of the stewards is the chief steward. The employer shall not be required to recognize any union steward or bargaining committee member until it has been so notified.
- 3.4 The chief steward, or in his absence the other union steward, may meet with the CAO or his designate for the handling of grievances, without loss of pay. Unless the matter is urgent, such meetings must be scheduled in advance. Such meetings must not interfere with productivity or the operations of the municipality.

ARTICLE 4 - GRIEVANCE PROCEDURE

- 4.1 For the purposes of this collective agreement, a grievance is any question which involves the interpretation, application or alleged violation of this agreement, and it shall be dealt with promptly as specified below.
- 4.2 The time limits provided under this collective agreement for the taking of steps in the grievance procedure are mandatory and subsection 48 (16) of the Labour Relations Act does not apply.
- 4.3 The time limits provided under this collective agreement for the taking of steps in the grievance or arbitration procedure may be extended only by mutual agreement on a case-by-case basis by written consent of the parties.

STEP 1: The employee shall present the case orally or in writing to the CAO or his designate within seven (7) working days of the alleged incident occurring; disposition shall be given within ten (10) working days.

STEP 2: Failing settlement to the employee's satisfaction, the employee, accompanied by a steward, may then within the next five (5) working days submit a grievance in writing on a form supplied by the union and approved by the employer, to the CAO or his designate. Within five (5) working days of the written grievance notice, the CAO will discuss the matter with the union. The CAO shall within ten (10) working days of the discussion provide the union with a final disposition in writing. Failing settlement at this level between the parties, either of them may submit the matter for arbitration within a further thirty (30) calendar days.

- 4.4 A grievance alleging that an employee has been discharged without just cause may be initiated at Step 2, provided however that such a grievance must be submitted within seven (7) working days of the date of the discharge.

ARTICLE 5 - ARBITRATION

- 5.1 When either party hereto requests that a grievance be submitted to arbitration, such requests shall be made in writing within the time limit specified in Step 2 of the grievance procedure, addressed to the other party.

The board of arbitration will be composed of one person appointed by the employer, one person appointed by the union, and a third person to act as chairman chosen by the other two members of the board.

Within five (5) working days of the request by either party for a board, each party shall notify the other in writing of the name of its appointee.

- 5.2 The two nominees so nominated shall within five (5) working days attempt to select by agreement a chairman of the arbitration board. If they are unable to agree upon such chairman within one (1) further working day, then they shall request the Ministry of Labour to appoint an impartial chairman.
- 5.3 Each party will bear the expense of the arbitrator appointed by it and will bear jointly the expense, if any, of the chairman of the arbitration board.
- 5.4 No matter may be submitted to arbitration which has not been properly carried through all previous stages of the grievance procedure.
- 5.5 The arbitrators of the arbitration board shall not be authorized to alter, modify or amend any part of this agreement, to make any decision inconsistent therewith, nor to deal with any matter not covered by the grievance or this collective agreement.
- 5.6 The decision of the majority of the board will be final and binding upon the parties, but should a majority decision not be possible, the decision of the chairman will be final and binding.
- 5.7 The above time limits may be extended by mutual consent.
- 5.8 At the mutual consent of the two parties a sole arbitrator may be appointed.

ARTICLE 6 - SENIORITY

- 6.1 Seniority, as referred to in this agreement, shall mean the length of continuous service in the employ of the employer.
- 6.2 (a) For the initial six months of employment with the employer, an employee will be on probation.
- (b) Notwithstanding any other provision of this collective agreement, the employer may dismiss, layoff, fail to recall or otherwise end the employment of an employee who is on probation at its sole discretion, which discretion shall not be exercised in bad faith.
- (c) The six-month period shall be calculated:
- i) without counting any leaves of absence in excess of ten (10) working days, taken for any purpose;
 - ii) for a part-time employee, as six-months full-time equivalent employment according to the formula provided at article 6.3.
- (d) On completion of the probationary period, an employee shall be credited with seniority dating back to the date on which his/her current period of continuous service began.
- 6.3 The following conversion factors will apply to the seniority of part-time employees:
- Clerical employees: 1,660 hours equals one (1) year
All other employees: 1,900 hours equals one (1) year
- 6.4 Seniority lists will be revised twice each year and a copy of the list will be posted in a readily noticeable location in January and July of each year and a copy given to the union. If the Union does not challenge the seniority list within the five (5) working days from the date employee's names first appear on the seniority list, then such employees shall be deemed to have proper seniority standing. The five (5) day proviso above will not apply to employees absent for whatever cause but will apply upon their return to work.
- 6.5 Seniority shall accumulate in the following circumstances only:
- (a) When the employee is actually at work for the employer.

- (b) When the employee is absent on paid vacation, on paid holidays or on paid leave of absence.
 - (c) When the employee is on an authorized leave of absence to attend a union convention.
 - (d) When the employee is off the employer's payroll in circumstances in which the Workplace Safety and Insurance Board has determined that the employee is unable to perform the duties of his or her position as a result of a workplace injury sustained while in the employer's employ, and provided also that modified work is not available, seniority shall continue to accumulate for twenty-two (22) calendar months, calculated from the date of the workplace injury.
 - (e) When the employee is absent on a pregnancy or parental leave, as required by the *Employment Standards Act*.
- 6.6 Seniority shall terminate, and an employee shall cease to be employed by the employer when he/she:
- (a) Voluntarily quits his/her employment with the employer.
 - (b) Is laid off for a continuous period of twelve (12) months.
 - (c) Is discharged and is not reinstated through the grievance procedure or arbitration.
- 6.7 Seniority shall terminate, and an employee shall cease to be employed when this employee:
- (a) Fails to report to the employer within five (5) working days after being recalled by the employer following a lay-off, provided that the employee has received two (2) working days notice of recall, either personally by telephone or by letter delivered to the employee's residence.
 - (b) Fails to return to work upon the termination of an authorized leave of absence unless an explanation is given, which is acceptable to the employer.
 - (c) Accepts gainful employment while on a leave of absence without first obtaining the consent of the employer in writing.

- (d) Fails to return to work following a period of absence of twenty-four (24) months during which he/she was in receipt of long-term disability benefits.
 - (e) Has not returned to work at the later of eight months or the end of the period of re-employment obligation imposed by the *Workplace Safety and Insurance Act, 1997*, after a compensable injury.
- 6.8 It shall be the duty of each employee to notify the employer promptly of any change in address. If an employee fails to do this, the employer will not be responsible for failure of notice to reach such employee.
- 6.9 Any employee's return after an absence due to illness or accident will be conditional on his/her supplying, when requested, a certificate from a physician that he/she is fully recovered from the illness or accident which caused his/her absence. The employer may require that the employee submit to a medical examination by a physician of the employer's choice for this purpose, in which case the employer shall pay any associated costs.

ARTICLE 7 - HOURS OF WORK

- 7.1 This article provides the basis for establishing work schedules and for the calculation and compensation for overtime, but shall not be read or construed as a guarantee of hours of work per day or week or a guarantee of days of work per week.
- 7.2 (a) The normal work week for those employees working in public works shall consist of five (5) consecutive eight (8) hour shifts, Monday to Friday inclusive, for a total of forty (40) hours.
- (b) The normal work week for office employees shall consist of five (5) consecutive seven (7) hour shifts, Monday to Friday inclusive, for a total of thirty-five (35) hours. Office employees shall have the option as per the practice of accumulating time during the week in order to be off work every other Friday afternoon.
- (c) The normal hours of work for arena employees are as established by the employer. Each full-time employee shall not work more than forty (40) hours per week.

7.3 Arena Employees:

Weekly schedules are established by the employer in accordance with the needs of the facility for arena employees and for parks & recreation employees. The schedule may be adjusted by the employer within reason from time to time with mutual consent of both the employer and the employee(s) affected.

7.4 It is acknowledged that from time to time it will be necessary for employees to perform work at all hours of the day or night. The employer has the right to authorize and require such work. It is specifically acknowledged that the employer may require hours beyond eight in the day and forty-eight in the week.

7.5 (a) Scheduled or pre-arranged routine and monitoring inspections shall be integrated into the regular work week.

(b) Participation in Council or Municipal Committee meetings, where requested from time to time by the CAO or understood as part of the employee's job description, shall be integrated into the regular work week and shall not qualify as call-back or overtime.

7.6.1 A part-time employee who anticipates not being available for work must notify the employer as follows:

(a) For a vacation period of one week or more: by providing at least four (4) weeks of notice;

(b) For vacation days of less than a week in duration: by providing at least five (5) business days of notice;

(c) For a personal emergency leave, as defined by the Employment Standards Act: by providing, upon request, written proof of the emergency to the employer.

7.6.2 Part-time employees recognize that vacation requests are subject to approval by the CAO, in accordance with municipal requirements.

7.7 There will be one fifteen-minute rest period in the first half of each shift and one fifteen-minute rest period in the second half of each shift. A shift shall be a normal working day of six hours or more, and a half-shift shall be a minimum of three hours.

- 7.8 (a) Professional development activities shall be pursued and compensated as per municipal policies. These policies will not be changed to adversely affect Local 1536-01 members.
- (b) Employees shall not refuse any reasonable job-related professional development request from the employer.

ARTICLE 8 - OVERTIME

- 8.1 Full-time employees shall be paid at the rate of one-and-a-half hour (1.5) for each hour of authorized overtime worked. Overtime for full-time employees is defined as time worked over and above the normal work week or workday as defined in article 7. Full-time employees may also occasionally elect to take compensating time off in lieu of paid overtime; such use shall be clearly indicated on timesheets submitted to the administration for internal use. Such time off shall be used in good faith in order to ensure that municipal services are not negatively affected, and as such may be subject to the CAO prior approval.
- 8.2 In addition to the definition of overtime at article 8.1, when a full-time employee is called back to perform work after having completed his or her daily schedule and after having left the workplace, the hours so worked will also be treated as overtime for the purpose of this clause. A minimum of two hours will be paid for each call-back or 1.5 for all hours worked, whichever is greater.
- 8.3 Except for emergencies, all overtime must be pre-authorized by the CAO or his substitute, or the Mayor, or be covered under a documented operational policy sanctioned by Council. Where overtime has occurred as the result of an emergency, the overtime must be reported in person to the CAO or his substitute the next working day. Unauthorized overtime not resulting from an emergency will be disqualified and treated as regular work hours. Union employees agree to make every reasonable effort to maintain overtime at a strict minimum.
- 8.4 There shall be no pyramiding with respect to the benefits available under this article.

ARTICLE 9 - BENEFITS

- 9.1 The employer agrees to pay one hundred (100%) percent of the premiums for the existing health insurance plan for all permanent full-time bargaining unit employees during the term of this collective agreement. The health insurance plan includes life insurance, accidental death and dismemberment, weekly indemnity, long term disability, medicare supplement and travel emergency assistance benefits.

9.2 It is hereby agreed and understood that the employer is responsible for payment of his share of premiums only, and that benefits are in accordance with the terms and conditions of the carrier.

NOTE: The employer will compensate for the unpaid portion of the dispensing fee by providing a lump sum of \$25.00 per employee per year. It is understood that if there is no unpaid portion from the insurance provider, no payment will be made.

9.3 The employer shall not be held liable if the carrier disputes and/or fails to pay for claims submitted by employees.

9.4 Notwithstanding article 9.1 hereabove, the employer reserves the right to change carrier(s) from time to time, provided benefits remain equivalent to those now in effect.

9.5 **Dental Plan:** during the term of this agreement, the employer will reimburse the service provider on a self-insured basis, at 100% for dental expenses in categories A and B and at 75% for dental expenses in category C, as described in the policy manual, up to the prescribed maximum per calendar year per employee (applies to permanent full-time employees including their spouse and dependent children only) as per the following schedule: \$4,500.00

- preventive cleaning reimbursed once every nine (9) months for all persons 16 yrs and over / persons up to 15 yrs old remain at six (6) months intervals

- \$1,000.00 lifetime allocation per person and their dependants will be reimbursed upon presentation of invoices for orthodontic services

9.6 In order to qualify for short-term sickness benefits, an employee shall:

(a) upon request, produce proof of sickness in the form of medical certificate from a duly qualified medical practitioner in all cases of sickness of more than two (2) working days, and may be required to do so, or to provide other satisfactory evidence of illness for any period of absence. The employer reserves the right to require that the employee submit to a medical examination by a physician of the employer's choice, in which case the employer shall pay any associated costs.

(b) notify his/her superior as soon as possible, within one hour after the beginning of his/her shift, unless prior notification has been given.

9.7 **Vision care**

The provider will cover the cost of contact lenses, eyeglasses or laser eye correction surgery. Contact lenses or eyeglasses must be prescribed by an ophthalmologist or licensed optometrist and obtained from an ophthalmologist, licensed optometrist or optician. Laser eye correction surgery must be performed by an ophthalmologist.

The provider will cover 100% of these costs up to a maximum of \$250.00 in any 12-month period for a person under age 18 or in any 24 month period for any other person.

The provider will not pay for sunglasses, magnifying glasses or safety glasses of any kind, unless they are prescription glasses needed for the correction of vision.

Eye examination: the cost of eye examinations will be reimbursed to a maximum of \$100.00 each. (It is hereby understood that should the provider not reimburse beyond the current amount of \$50.00 then the employer will cover the difference up to the maximum.)

9.8 **OMERS plan:** it is hereby understood and agreed that the employer and all eligible employees required or electing to participate shall assume their full share of contribution in accordance with the provisions of the plan.

9.9 All employee benefits terminate at age 65.

ARTICLE 10 - VACATION WITH PAY

10.1 All permanent full-time employees of the municipality shall be entitled to receive an annual vacation leave with pay from the employer. Such leave shall be in accordance with the provisions of Article 10.2 hereof.

10.2 Permanent full-time employees shall be entitled to receive the periods of annual paid vacation leave set out below. The municipality may permit an employee to borrow vacation time against unearned vacation.

(a) if the employment of an employee is terminated for any reason within the first twelve (12) months of his/her employment, he/she shall, in accordance with the *Employment Standards Act*, be paid a vacation pay equal to 4% of the total pay of the employee in the first twelve (12) months of employment or any part thereof. Otherwise, an employee shall not be entitled to any annual vacation within the first twelve (12) months of his/her employment;

- (b) to two (2) weeks in the calendar year in which the employee's seniority reaches one (1) year;
 - (c) to three (3) weeks in the calendar year in which the employee's seniority reaches four (4) years;
 - (d) to four (4) weeks in the calendar year in which the employee's seniority reaches nine (9) years;
 - (e) to five (5) weeks in the calendar year in which the employee's seniority reaches fifteen (15) years;
 - (f) to six (6) weeks in the calendar year in which the employee's seniority reaches twenty-two (22) years;
 - (g) Employees may elect to take vacation in allotment of day or days subject to approval by the administrator in accordance with municipal requirements; advance notice of twenty-four hours may be required.
- 10.3 Payment of the vacation pay to an employee shall be deposited into his/her bank account on normal pay day.
- 10.4 Where two or more bargaining unit employees request vacation time during the same period and these employees are not able to resolve the conflict, seniority will prevail.
- 10.5 All annual vacation leaves are to be selected by the employees but are subject to approval by the CAO, in accordance with municipal requirements and policies; preferred dates, for the months of June to September, must be submitted to the CAO before April 15th of each year.

ARTICLE 11 - PAID HOLIDAYS

- 11.1 The following shall be recognized as paid holidays:
- New Year's Day
 - January 2nd
 - Good Friday
 - Easter Monday
 - Victoria Day
 - Dominion Day
 - Civic Holiday
 - Labour Day

- Thanksgiving Day
 - Remembrance Day
 - Christmas Eve (4 hours)
 - Christmas Day
 - Boxing Day
 - New Year's Eve (4 hours)
 - 2 Floaters (two in each calendar year, must be taken on a day agreed to by administration and may not be carried over)
- 11.2 (a) Paid holidays shall be granted with pay to all permanent full-time employees who have completed their probationary period. A probationary employee, who is later retained in employment, shall become eligible to be paid for holidays that fell during his/her probationary period.
- (b) Payment for paid holidays shall be based on the employee's regular hourly rate multiplied by the number of hours he/she would have normally worked on such day.
- 11.3 When a holiday falls on other than a regular working day, then the preceding or the following working day, at the discretion of the employer, shall be deemed to be the paid holiday for the purpose of this agreement and the *Employment Standards Act*.
- 11.4 Except for holidays in December or January, when a holiday falls on a weekday other than Friday or Monday, then the preceding or the following workday, at the discretion of the employer, shall be deemed to be the paid holiday for the purpose of this agreement and the *Employment Standards Act*.
- 11.5 In order to be entitled to payment for a paid holiday, an employee must have worked his/her regularly scheduled working day immediately preceding the holiday and immediately following the holiday provided that:
- (a) Any employee who fails to work due to illness verified by a physician shall not be disqualified from receiving pay, provided he/she has worked one or more of the five (5) working days prior to the holiday and/or returns to work on any of the five (5) days following the holiday.
- (b) Any employee who has received permission from the CAO to be absent shall not be disqualified from receiving holiday pay.

- 11.6 If an employee works on one of the above-named paid holidays, he/she shall receive compensation calculated at time and one-half (1.5) for the hours actually worked by him in addition to receiving his/her holiday pay.
- 11.7 When one of the above-named paid holidays falls during an employee's approved vacation period, he/she shall be allowed an extra day's vacation with pay.
- 11.8 There shall be no pyramiding of any of the benefits available under this article.

ARTICLE 12 – BEREAVEMENT

- 12.1 A full-time employee shall be granted up to five (5) regular scheduled consecutive working days of leave without loss of salary or wages in the case of death of the employee's spouse or child.
- 12.2 A full-time employee shall be granted up to three (3) regular scheduled consecutive working days of leave without loss of salary or wages in the case of death of a parent, brother, sister, mother-in-law, father-in-law, grandparents, brother-in-law, sister-in-law, grandchild, son-in-law or daughter-in-law.
- 12.3 The CAO has the discretion to approve a request by a full-time employee for an additional one or two days paid funeral leave, as traveling time to attend the funeral of a family member. In exercising that discretion, the CAO will consider the circumstances of the bereavement and whether the funeral is at a distance of more than 500 km from Mattice.

ARTICLE 13 – OTHER LEAVES OF ABSENCE

- 13.1 Pregnancy/parental leave shall be provided in accordance with the *Employment Standards Act*.
- 13.2 A full-time employee shall be entitled to a one-day paid leave of absence upon the occasion of the birth or adoption of the employee's child.
- 13.3 (a) Each full-time employee shall be entitled to one paid sick day or day of absence per month. Sick or absence days accrue at the beginning of each month, and any unused sick or absence days are paid out at 50%, at the end of the calendar year.

(b) Each full-time employee shall be entitled to one additional paid sick day for each year of service completed as of December 31 of a calendar year. Such sick days are used only when an employee has exhausted all sick days described at article 13.2(a). They accrue in each year at the beginning of the calendar year and are not paid out; when such days are used in total or in part during a calendar year, they are not available the following year and must accrue again at the rate of one day per subsequent year of employment.

13.4 A leave of absence of up to three days may be requested by a union steward or member of the bargaining committee for the purpose of attending a union convention. The employer will grant the leave unless doing so would interfere with the employer's operations. No more than one employee at a time may be absent on such a leave. The leave will be an unpaid leave unless the union makes a written request in advance, that the employee be paid during the leave, in which case the employer shall charge the union for the cost of the employee's wages and benefits for the period of the leave.

13.5 There shall be no pyramiding with respect to the benefits available under this article.

ARTICLE 14 – JURY DUTY

14.1 Any full-time employee who is required to serve on a jury shall be paid the difference between the amount paid for such service and his/her normal pay computed at his/her normal hourly rate for the hours lost from work subject to the following provisions:

(a) The employee must notify the administrator within one (1) working day after receipt of notice for selection of jury duty.

(b) In order to be eligible for such payments, the employee must furnish a written statement from the proper public official, showing the date and time served and the amount of pay received.

(c) An employee selected for jury duty shall be deemed to have been assigned to day shift for any scheduled workday on which the employee serves as juror.

ARTICLE 15 - CLOTHING AND FOOTWEAR

- 15.1 In December of each year, the employer shall reimburse all permanent full-time employees and all regular part-time employees, once a year, in compensation for the purchase of clothing or footwear; no proof of purchase will be required:

Full time: as of 2023 - \$300.00 per year

Part time: as of 2023 - \$150.00 per year

In order to be entitled to the clothing/footwear allowance, part-time employees must have worked at least 60 hours throughout the year and still be currently employed with the employer (from December 1st to November 30th).

- 15.2 It shall be the duty of all employees to make use of all protective safety devices and equipment made available by the employer.
- 15.3 Employees shall, while on duty, wear appropriate clothing and footwear as determined by the employer to be safe and in accordance with reasonable expectations as a public employee.
- 15.4 Mechanics will be loaned overalls and employees will be loaned rubber boots, rainwear and rubber gloves when they perform work in wet conditions. During the term of this agreement, the employer will purchase and supply, on loan, two parkas for cold weather.
- 15.5 Employees shall, upon request by the employer, agree to and wear appropriate communication apparatus during working hours, as may be determined and provided by the employer.

ARTICLE 16 - PART-TIME EMPLOYEES

- 16.1 A part-time employee is an employee who is regularly scheduled to work twenty-four hours or less per week. The hours of part-time employees shall be scheduled by the CAO and distributed among all existing part-time employees. The Union recognizes and agrees that part-time employees may work more hours on a seasonal or temporary basis without any change in their part-time status.
- 16.2 The wage rate paid to a part-time employee will be determined by the classification he/she is working in.

- 16.3 Where a part-time employee is selected to a full-time temporary assignment or to replace a full-time employee who is absent from work, there will be no change in the employee's part-time status.
- 16.4 The union recognizes that some clauses contained in the collective agreement, including but not limited to the following, do not apply to part-time or temporary employees:
- Article 7.2 Hours of work
 - Article 9 Benefits
 - Article 10 Vacation with Pay
 - Article 11 Paid Holidays
 - Article 12 Bereavement
 - Article 13 Leaves of Absence
 - Article 14 Jury Duty
- 16.5 Vacation pay at the rate of 4% will be added to the regular earnings of every part-time employee in each pay period.
- 16.6 Seniority, as defined under article 6, shall be shown in terms of the total number of hours worked by the employee, and during pregnancy or parental leaves shall be calculated at the number of hours the employee would likely have worked if he or she were not on such leave.
- 16.7 A part-time employee shall be paid at time-and-one-half for overtime hours, defined for the purpose of this clause as any hours worked in excess of 40 in a week.
- 16.8 A part-time employee shall be paid 10% of wages in lieu of all benefits.
- 16.9 It is understood that all part-time employees required to work on any of the named paid holidays in this collective agreement will be compensated at time and one-half (1.5) for all hours actually worked.

ARTICLE 17 – LAYOFFS AND RECALLS

- 17.1 Seniority shall govern all promotions, transfers, demotions and lay-offs within the bargaining unit provided the employee with the longest service within the bargaining unit is qualified to meet the job requirements.

- 17.2 Nothing within the collective agreement restricts the employer's ability to assign or transfer employees within the same classification to different job assignments within that classification.

Notice of Lay Off

In the event of a proposed lay off of a temporary and/or permanent and/or long-term nature of thirteen (13) calendar weeks or more, the Employer will:

Provide the Union and the employee with at least two (2) weeks' notice prior to its implementation. This notice is in addition to required notice for individual employees in accordance with the Employment Standards Act.

- 17.3 If the employer decides to reduce the daily or biweekly hours or eliminate a position of any full-time or part-time employee within the municipality, the most junior employee in the classification in which a position is to be eliminated, is subject to layoff. No full-time employee within the bargaining unit shall be laid off by reason of his/her duties being assigned to one or more part-time employees.
- 17.4 Where the employer decides to eliminate a full-time position, it may re-categorize the employee who would otherwise be laid off to part-time status, if part-time work is available. In such a case, the employee becomes a part-time employee for all purposes under this agreement. The employee continues to retain his rights to be recalled to a full-time position.
- 17.5 An employee subject to layoff may elect, within five (5) days of notice of layoff, to displace a junior employee in any equal or lower rated classification which, in the employer's judgment, the employee is fully qualified to fill.
- 17.6 A part-time employee will not be eligible to displace a full-time employee.
- 17.7 Employees will be recalled to available positions in order of seniority, provided the employee is qualified to meet the job requirements.

ARTICLE 18 - VACANCIES

- 18.1 The employer will post all permanent and temporary vacancies of more than four (4) months duration in the bargaining unit for a period of five (5) working days and the posting will specify job qualifications and rate of pay. The employer may cancel any posting at any time before it is filled.

- 18.2 Seniority shall govern all promotions, demotions, and lay-offs within the bargaining unit provided the employee with the longest seniority has the skill and ability to do the job in the opinion of the employer.
- 18.3 If, in the employer's opinion, no one who has applied is qualified to satisfactorily perform the requirements of the job without training, the employer may select an internal applicant for training, train an external applicant, repost the position or decide not to fill it, at its discretion.
- 18.4 In the period it takes to fill a posted vacancy, the employer may fill the vacancy at its discretion on a temporary basis.
- 18.5 The successful candidate for a vacancy shall be subject to a six-month trial period. In the event that an employee who has completed the probationary period is selected to fill a vacancy, the employer may elect during the trial period to return the employee to his or her former classification if the employee is not performing to the satisfaction of the employer in the position. An employee who has completed the probationary period may elect to revert to his or her old classification during the trial period if he or she feels unable to meet the job requirements. Other employees who may be affected would return to their former positions.
- 18.6 The successful candidate to a vacancy for a full-time position shall be placed upon the salary grid by reference to the candidate's prior experience within the municipality in the particular job to which he has been selected and/or the employer's assessment of the candidate's equivalent experience with employers other than the municipality.

ARTICLE 19 – TEMPORARY ASSIGNMENTS

- 19.1 Where a vacancy is caused by an employee's illness, accident, vacation or leave of absence including pregnancy or parental leave, the employer may choose to fill the position on a temporary basis, subject to article 18.1, or leave the position unfilled.
- 19.2 When temporarily assigned to the position of acting foreman, the equipment operator's regular salary shall be increased by two dollars per hour of work, except that this provision shall not apply to short absences of three days or less.

- 19.3 When temporarily assigned to assume certain functions normally associated with the position of treasurer, the secretary-accountant's regular salary shall be increased by two dollars per hour of work, except that this provision shall not apply to short absences of three days or less.
- 19.4 For all other temporary assignments, the rate shall be the employee's rate in his or her regular classification, or the starting rate of the position to which the employee is temporarily assigned, whichever is higher.

ARTICLE 20 – WAGES

- 20 The wage rates payable to employees covered by this agreement shall be as set out in the wage schedule which is Schedule "A" to this agreement.

ARTICLE 21 – NO STRIKES AND NO LOCKOUTS


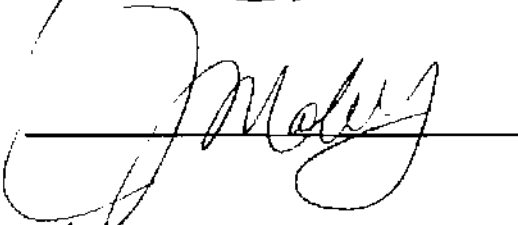
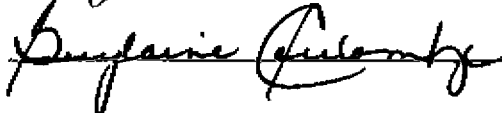
- 21 The union agrees that there will be no strikes, picketing, sit down, slow down or stoppage of work, either complete or partial, or any other interference with the operations of the municipality, for any reason, by the employees for the duration of this agreement. The employer and its officers who are in positions of authority agree that there will be no lockouts of employees for the duration of this agreement.

ARTICLE 22 – TERMINATION

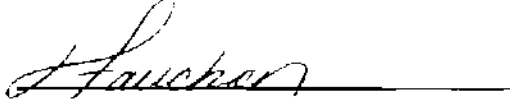

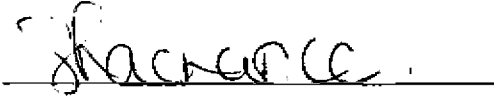
- 22.1 This agreement (including letters of understanding) shall be in effect from January 1st, 2023 and shall remain in effect until December 31st, 2027 and unless either party gives to the other a written notice of termination or of a desire to amend this agreement, then it shall continue in effect for a further year without change.
- 22.2 Notice that amendments are required, or that either party intends to terminate this agreement, may only be given within a period of not more than ninety (90) days and not less than thirty (30) days prior to the expiration date of the agreement or any anniversary date of such expiration date.
- 22.3 If notice of amendments or termination is given by either party, the other party agrees to meet for the purpose of negotiations within thirty (30) days of the giving of such notice, if requested to do so.
- 22.4 For interpretations and application of the terms of the collective agreement, the official contract language will be the English language.

Signed at Mattice, this 17th day of May, 2023.

On behalf of the employer

On behalf of the union

Nc/cope 491

Letter of Understanding no. 1

Between

The Corporation of the Township of Mattice - Val Côté
(hereinafter "the Municipality" or "the Employer ")

- and -

The Canadian Union of Public Employees, Local 1536 - 01
(hereinafter "the Union")


Re: Casual Employees

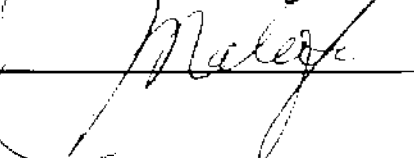
The parties acknowledge and agree that the number of hours worked by a casual employee may exceed the anticipated annual maximum due to unforeseen circumstances; in such cases, this shall have no automatic effect on the status of the employee but shall be addressed by both parties at their earliest convenience.

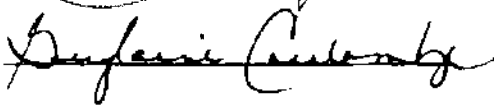
The employer shall act in good faith in its use of casual employees, and such use shall not cause the reduction of the regular hours for part time employees.

Ratified by both parties on this 17th day of May, 2023.

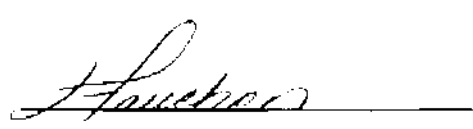
On behalf of the Employer

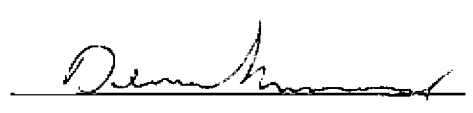


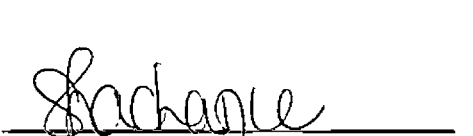




On behalf of the Union







Letter of Understanding no. 2

Between

The Corporation of the Township of Mattice - Val Côté
(hereinafter "the Municipality" or "the Employer ")

- and -

The Canadian Union of Public Employees, Local 1536 - 01
(hereinafter "the Union")

Re: Temporary employees on training programs

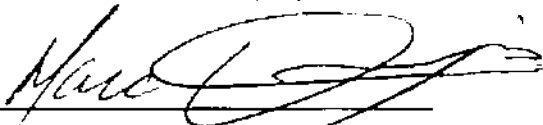

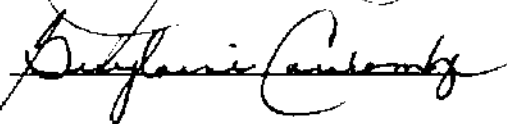
The parties acknowledge and agree that in the present regional economic context the Municipality's participation as an employer in various training programs is generally beneficial both to persons qualifying for training / job re-insertion programs and to the community in general.

Such trainees shall not displace part-time employees and shall be considered as temporary employees; each such employment shall not exceed one year in duration.




The employer shall act in good faith in its use of temporary employees on training programs, and such use shall not cause the reduction of the regular hours for part-time employees.

Ratified by both parties on this 17th day of May, 2023.

On behalf of the Employer

On behalf of the Union

Letter of Understanding no. 3

Between

The Corporation of the Township of Mattice - Val Côté
(hereinafter "the Municipality" or "the Employer")

- and -

The Canadian Union of Public Employees, Local 1536 - 01
(hereinafter "the Union")


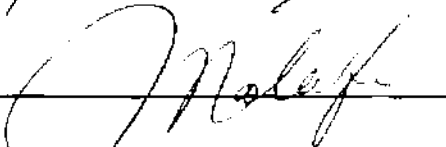
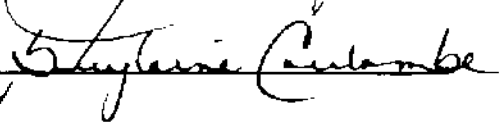
Re: Fire Chief position

The parties acknowledge and agree that the above position will be carried out under an agreement between Jean Pierre Tanguay and the Municipality which is separate and apart from the collective agreement between the Union and the Municipality. It is specifically acknowledged and agreed that the duties performed by Jean Pierre Tanguay as Fire Chief are not covered by the terms of the collective agreement and shall not give rise to any entitlement to overtime payments, seniority, benefits or payment in lieu of benefits or to any rights or contribution whatsoever under the collective agreement.

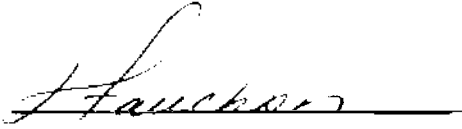
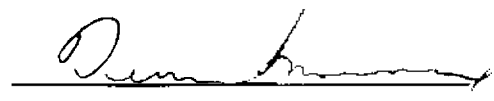
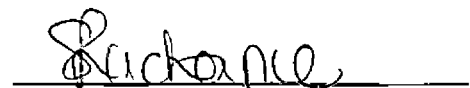
The parties further acknowledge and agree that Jean Pierre Tanguay may, when deemed appropriate and in the best interest of the Municipality, perform tasks associated with the position of Fire Chief during the normal working hours of his position.

Ratified by both parties on this 17th day of May, 2023.

On behalf of the Employer

On behalf of the Union

Letter of Understanding No. 4

Between

The Corporation of the Township of Mattice - Val Côté
(hereinafter "the Municipality" or "the Employer")

- and -

The Canadian Union of Public Employees, Local 1536 - 01
(hereinafter "the Union")

Whereas the employees have been expected to be on standby


And

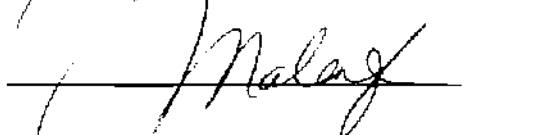
Whereas the employer confirmed at the bargaining table that there is no requirement to be on standby for any employees

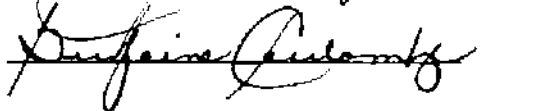
Therefore should the employer decide to introduce a policy requiring employees to perform standby duties the union reserves the right to bargain a standby rate and procedure on distribution of standby duties at the time that the employer introduces such policy.

Ratified by both parties on this 17th day of May, 2023.


On behalf of the Employer









On behalf of the Union







Schedule A

Wage Schedule - January 1, 2023, to December 31, 2023

Full-time positions	Less than 1 year	1 - 2 years	2 - 3 years	3 - 4 years	4 - 5 years	5 years and more
Secretary-Accountant	25.42	26.39	27.36	28.38	29.37	30.32
Equipment Operator	28.74	29.74	30.70	31.68	32.67	33.65
Park & Rec. Foreman Seasonal	28.74	29.74	30.70	31.68	32.67	33.65
Public Works Foreman	35.01	35.99	36.97	37.94	38.93	39.95

Part-time positions						
Labourer *	21.38					
Truck driver (DZ)	25.51					
Skating Rink Attendant, qualified	28.74	29.74	30.70	31.68	32.67	33.65

* combines positions of Labourer, Janitor, Snow blower/Brush cutter, Landfill Attendant and Skating Rink Attendant.

Schedule A

Wage Schedule - January 1, 2024, to December 31, 2024

Full-time positions	Less than 1 year	1 - 2 years	2 - 3 years	3 - 4 years	4 - 5 years	5 years and more
Secretary-Accountant	26.18	27.18	28.18	29.23	30.25	31.23
Equipment Operator	29.60	30.63	31.62	32.63	33.65	34.66
Park & Rec. Foreman Seasonal	29.60	30.63	31.62	32.63	33.65	34.66
Public Works Foreman	36.06	37.07	38.08	39.08	40.10	41.15

Part-time positions						
Labourer *	22.02					
Truck driver (DZ)	26.28					
Skating Rink Attendant, qualified	29.60	30.63	31.62	32.63	33.65	34.66

* combines positions of Labourer, Janitor, Snow blower/Brush cutter, Landfill Attendant and Skating Rink Attendant.

Schedule A

Wage Schedule - January 1, 2025, to December 31, 2025

Full-time positions	Less than 1 year	1 - 2 years	2 - 3 years	3 - 4 years	4 - 5 years	5 years and more
Secretary-Accountant	26.70	27.72	28.74	29.82	30.86	31.86
Equipment Operator	30.19	31.24	32.25	33.28	34.32	35.35
Park & Rec. Foreman Seasonal	30.19	31.24	32.25	33.28	34.32	35.35
Public Works Foreman	36.78	37.81	38.84	39.86	40.90	41.97

Part-time positions						
Labourer *	22.46					
Truck driver (DZ)	26.81					
Skating Rink Attendant, qualified	30.19	31.24	32.25	33.28	34.32	35.35

* combines positions of Labourer, Janitor, Snow blower/Brush cutter, Landfill Attendant and Skating Rink Attendant.

Schedule A

Wage Schedule - January 1, 2026, to December 31, 2026

Full-time positions	Less than 1 year	1 - 2 years	2 - 3 years	3 - 4 years	4 - 5 years	5 years and more
Secretary-Accountant	27.10	28.14	29.17	30.27	31.32	32.34
Equipment Operator	30.64	31.71	32.73	33.78	34.84	35.88
Park & Rec. Foreman Seasonal	30.64	31.71	32.73	33.78	34.84	35.88
Public Works Foreman	37.33	38.38	39.42	40.46	41.51	42.60

Part-time positions						
Labourer *	22.80					
Truck driver (DZ)	27.21					
Skating Rink Attendant, qualified	30.64	31.71	32.73	33.78	34.84	35.88

* combines positions of Labourer, Janitor, Snow blower/Brush cutter, Landfill Attendant and Skating Rink Attendant.

Schedule A

Wage Schedule - January 1, 2027, to December 31, 2027

Full-time positions	Less than 1 year	1 - 2 years	2 - 3 years	3 - 4 years	4 - 5 years	5 years and more
Secretary-Accountant	27.51	28.56	29.61	30.72	31.79	32.83
Equipment Operator	31.10	32.19	33.22	34.29	35.36	36.42
Park & Rec. Foreman Seasonal	31.10	32.19	33.22	34.29	35.36	36.42
Public Works Foreman	37.89	38.96	40.01	41.07	42.13	43.24

Part-time positions						
Labourer *	23.14					
Truck driver (DZ)	27.62					
Skating Rink Attendant, qualified	31.10	32.19	33.22	34.29	35.36	36.42

* combines positions of Labourer, Janitor, Snow blower/Brush cutter, Landfill Attendant and Skating Rink Attendant.