

COLLECTIVE AGREEMENT

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF NORWICH  
(hereinafter referred to as the "Employer")  
of the FIRST PART  
- AND -

CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 1589  
(hereinafter referred to as the "Union")  
of the SECOND PART

April 1, 2023 to March 31, 2025

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## **ARTICLE 1- PURPOSE**

- 1.01 The purpose of this Agreement is to establish an orderly collective bargaining relationship between the Employer and the employees concerned, to provide machinery for the prompt disposition of grievances, and to establish and maintain satisfactory working conditions, hours of work and wages for all employees within the bargaining unit.
- 1.02 Wherever the feminine pronoun is used in this Agreement, it includes the masculine pronoun and vice versa where the context so requires.

## **ARTICLE 2-SCOPE AND RECOGNITION**

- 2.01 The Employer recognizes the Union as the exclusive bargaining agent of all employees of the Corporation of the Township of Norwich in the Township of Norwich, save and except supervisors and persons above the rank of supervisors, office and clerical staff, persons employed regularly for not more than twenty-four (24) hours per week and students employed during the school vacation period.

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

### **2.03 Employee Status – Definitions**

Where the words "Probationary employee" is used in this Agreement, they shall mean an employee who shall be confirmed in their classification upon completion of ninety (90) worked days of satisfactory service.

Where the words "seasonal/temporary employee" is used in this Agreement, they shall mean one who is employed for the winter control season which is determined by the minimum maintenance standards schedule or to augment the staff in vacation periods.

Where the words "Casual or Part Time" employee are used in this Agreement, they shall mean an employee who works less than twenty four (24) hours per week on a continual basis or for personal/medical leave.

## **ARTICLE 3 -MANAGEMENT RIGHTS**

- 3.01 The Union recognizes and acknowledges that the management of its facilities and direction of the working forces are fixed exclusively in the Employer and without limiting the generality of the foregoing the Union acknowledges that it is the exclusive function of the Employer to:
- (a) maintain order and efficiency and in connection therewith to make and alter and enforce from time to time reasonable rules and regulations, policies and practices to be observed by its employees once the employees have been notified of such rules, regulations; policies and practices, in writing,

- (b) select, hire, transfer, assign to shifts for the arena, promote, demote, classify, lay-off, recall, or retire and to discipline or discharge for just cause employees who have completed the probationary period and have acquired seniority,
- (c) determine the location of operations, and their expansion or their curtailment; the direction of the working forces; the schedules of operations; the number of shifts for the arenas; determine the methods and processes to be employed; job content, quality and quantity standards; the establishment of work or job classifications; change, combine or abolish job classifications; determine the qualifications of an employee to perform any particular job; the nature of the equipment to be used and the methods or processes to be used; decide on the number of employees needed by the Employer at any time; the number of hours to be worked; starting and quitting times; when overtime shall be worked and require employees to work overtime; the determination of financial policies, including general accounting procedures and client relations,
- (d) have the sole and exclusive jurisdiction over all operations, buildings, equipment and employees.

3.02 The Employer agrees that it will not exercise its' functions in a manner inconsistent with the provisions of this Agreement and the express provisions of this Agreement constitute the only limitations upon the Employer's rights. Any exercise of these rights in conflict or inconsistent with the provisions of this Agreement shall be subject to the provisions of the grievance procedure set forth in Article 8.

#### **ARTICLE 4 - NO DISCRIMINATION**

- 4.01 The Employer agrees that there will be no discrimination, interference, restriction or coercion exercised or practiced by any of its representatives with respect to any employee because of his membership or non-membership in the Union.
- 4.02 The Union agrees that there will be no intimidation, interference or coercion exercised or practiced by any of its members or representatives, and that there will be no Union activity or solicitation for membership during working hours on the Employer's property except with the written permission of the Employer or as specifically provided for in this Agreement.
- 4.03 There shall be no discrimination by the Employer or the Union or its members against any employee, or member of management because of race, creed, colour, sex, national origin, religion, age, disability, or sexual orientation or under any statute.

#### **ARTICLE 5 - UNION SECURITY**

- 5.01 The Employer shall deduct from every bi-weekly pay, due to each employee an amount equal to regular union dues, as supplied by the Secretary-Treasurer of the Union Local 1589 and the Employer in turn forward said sum to the National Secretary-Treasurer of the Canadian Union of Public employees no later than the tenth day of the month following. The sum shall be accompanied by a list of employees from whom dues have been deducted.

- 5.02 The Union will indemnify the Employer and save it harmless from any and all claims or demands, which are made to it by any employee as a result of any action taken by the Employer pursuant to the provisions of this Article.

## **ARTICLE 6 - REPRESENTATION**

### **6.01 Election of Stewards**

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the right of the Union Local to appoint or elect three (3) stewards from amongst employees who have completed six (6) months' continuous service, whose duties shall be to assist any employee which the steward represents, in preparing and in presenting his grievance in accordance with the grievance procedure.

### **6.02 Chief Steward**

One of the three (3) stewards shall be appointed by the Union Local as Chief Steward.

### **6.03 Names of Stewards**

The Union shall notify the Employer in writing of the name of each steward and the area they represent and the name of the Chief Steward, before the Employer shall be required to recognize them.

- 6.04 It is understood that the Steward has their regular work to perform on behalf of the Employer. If it is necessary for the Steward to service a grievance during their working hours, they shall not leave their work without first obtaining the permission of the Supervisor. If requested, they shall give an explanation as to why they deem such action is necessary. When resuming their regular work, they shall again report to the Supervisor.

- 6.05 The Union Local shall appoint a Negotiating Committee consisting of three (3) employees. The Union will advise the Employer of the Union nominees to the Committee.

- 6.06 It is agreed that a national representative of the Canadian Union of Public Employees will participate in any grievance or negotiating meetings held between the Union and the Employer at the request of either the Union or the Employer.

## **ARTICLE 7- CORRESPONDENCE**

- 7.01 All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the CAO to the Unit Chairperson of the Union Local, the Recording Secretary and the National Representative at the Kitchener Area Office.

### **7.02 Labour Management Meetings**

Where the parties mutually agree that there are matters of mutual concern and interest

that would be beneficial if discussed at a Labour Management Committee Meeting during the term of this Agreement, the following shall apply.

One (1) representative from each department shall meet at a time and place mutually satisfactory. A request for a meeting hereunder will be made in writing prior to the date proposed and accompanied by an agenda of matters that are properly the subject of grievance or negotiations for the amendment or renewal of this agreement.

Any representative(s) attending such meetings during their regularly schedule hours of work shall not lose regular earnings as a result of such attendance.

## **ARTICLE 8 -GRIEVANCE PROCEDURE**

8.01 The purpose of this Article is to establish a procedure for the settlement of grievances.

8.02 An employee who has a complaint relating to the interpretation, application, administration or alleged violation of this Agreement may discuss his complaint with the Supervisor or their appointee. Such a complaint must be brought to the attention of the Supervisor or their appointee within three (3) working days of the incident giving rise to the complaint, or within three (3) working days of the employee becoming aware of the incident. The Supervisor or their appointee shall state their decision verbally within three (3) working days of receiving the complaint.

### **STEP 1**

Should the employee be dissatisfied with the Supervisor's disposition of the complaint, they may, with the assistance of their union representative refer such matter on a written grievance form supplied by the Union to the Supervisor or their appointee who shall answer the grievance in writing within five (5) working days. The complaint shall constitute a formal grievance at Step 1 and shall be filed within five (5) working days of receipt of the verbal reply of the Supervisor or their appointee to the complaint. The grievance shall specify the provisions of the Agreement of which a violation is alleged, contain a brief statement of the facts relied upon, indicate the relief sought and be signed by the employee, or the union representative.

### **STEP 2**

Should the Union be dissatisfied with the disposition of the grievance at Step 1, the grievance may be referred to the Manager, Public Works or Director, Community Services as applicable, who shall answer the grievance in writing within five (5) working days. The grievance must be filed with the Manager, Public Works, or Director, Community Services as applicable, within five (5) working days of the receipt of the Supervisor's written reply at Step 1.

### **STEP 3**

If no settlement is reached at Step 2, the Union Committee and representatives of the CAO shall meet within five (5) working days of receipt of the written reply of the Manager, Public Works, or Director, Community Services, or such longer time that is mutually agreeable to accommodate the needs of the parties to discuss the grievance. The Union's Representative shall be in attendance at this meeting.

- 8.03 The Union or the Employer may initiate a grievance beginning at Step 2 of the Grievance Procedure. Such grievance must be filed within ten (10) working days of the incident giving rise to the complaint and be in the form prescribed in Step 1. Any such grievance may be referred to arbitration under Article 10 by either the Union or the Employer. No such grievance may be lodged by the Union if the matter is one directly affecting an employee or employees which such employee or employees could institute a grievance themselves. If no settlement is reached such grievance may be referred by either the Union or the Employer to arbitration as specified in this Agreement.
- 8.04 Any complaint or grievance, which is not commenced or processed through the next stage of the Grievance or Arbitration Procedures within the time specified, shall be deemed to have been dropped. However, time limits specified in the Grievance Procedure may be extended by mutual agreement in writing between the Employer and the Union.
- 8.05 No grievances may be submitted concerning the termination of employment of a probationary employee. An employee will have no seniority rights during the probationary period and if their employment is terminated at any time during such probationary period such termination shall not be subject to the Grievance Procedure.
- 8.06 No individual member or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization from the Local Union in writing.
- 8.07 For any grievance(s) referred to arbitration, the parties may agree to substitute arbitration with mediation/arbitration in accordance with the *Ontario Labour Relations Act*, as may be amended from time to time.

## **ARTICLE 9- CORRECTIVE ACTION**

- 9.01 **Step 1 – Verbal Warning**  
The Employer shall notify an employee of dissatisfaction concerning their activities, which may reflect on their employment with the Employer, within twenty (20) working days of the occurrence.
- Step 2 – Written Warning**
- Step 3 – Suspension (up to and including 5 days)**
- Step 4 – Dismissal**
- The employer may proceed to any step in cases of serious misconduct including but not limited to where an employee has committed a violation of safety to them-self, co-worker(s), the public, or loss/damage of Township property.
- 9.02 An employee who has acquired seniority and who is discharged may file a grievance at Step 2 of the Grievance Procedure within five (5) working days after such discharge. An employee who has acquired seniority and is suspended may file a grievance at Step 1 of the Grievance Procedure within five (5) working days after such suspension.

- 9.03 Where a grievance, which is filed under Article 8.02, is not settled and duly comes before an Arbitration Board, the Board may make a ruling, subject to this Article and to Article 10:
- (a) confirming the Employer's action;
  - (b) reinstating the employee with compensation for regular time lost (except for the amount of any remuneration or compensation the employee has received from any other source pending the disposition of his case); or
  - (c) disposing of the grievance in any other manner, which may be just and equitable.
- 9.04 No disciplinary document shall be placed in the employee's file which has not first been shown and a copy given to the employee. An employee shall have the right to have access to and review their employee file upon giving Human Resources 24 hours' notice. The employee shall have the right to respond to any document in the employee file, and such reply shall be part of the employee file.
- 9.05 Any letter of reprimand, suspension or any other sanction will be removed from the record of an employee eighteen (18) months following the receipt of such letter, suspension or other sanction provided that such employee's record has been discipline free for one year.

#### **ARTICLE 10- ARBITRATION**

- 10.01 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question' as to whether a matter is arbitral, or where an allegation is made that this Agreement has been violated, either party may, after exhausting any Grievance Procedure established by this Agreement, notify the other in writing of its desire to submit the difference or allegation to arbitration. The notice shall contain the name of the party's nominee to an arbitration board and shall be delivered to the other within ten (10) working days of the reply under Step 3. The recipient party shall, within ten (10) working days, advise the other of the name of its appointee to the arbitration board.
- 10.02 The two appointees so selected shall, within fifteen (15) working days of the appointment of the second of them, or a time mutually agreed upon, appoint a third person who shall be the Chairperson. If the recipient party fails to appoint an arbitrator, or if the two appointees fail to agree upon a Chairperson within the time limit, the appointment shall be made by the Minister of Labour upon the request of either party. The arbitration board shall hear and determine the difference or allegation and shall issue a decision and the decision shall be final and binding upon the parties and upon any employee affected by it. The decision of a majority shall be the decision of the arbitration board, but if there is no majority, the decision of the Chairperson shall govern.
- 10.03 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

- 10.04 Each of the parties hereto will bear the expenses of an arbitrator appointed by it and the parties will jointly share the expenses of the Chairperson of the arbitration board, if any.
- 10.05 The board of arbitration shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement.
- 10.06 The time limits in the Arbitration Procedure may be extended by consent, in writing, of the parties to this Agreement.
- 10.07 The parties may mutually agree upon a single arbitrator. If the parties mutually agree, the matter may be heard by a Sole Arbitrator instead of an Arbitration Board. Clauses 10.01 to 10.06 inclusive will similarly apply but in the context of a Sole Arbitrator.
- 10.08 Prior to proceeding to arbitration, the parties may mutually agree to utilize the services of a grievance mediator.

#### **ARTICLE 11 - SENIORITY**

- 11.01 Newly hired employees shall serve a probationary period of ninety (90) working days within a twelve (12) month period and shall have no seniority rights during this period. Upon completion of the probationary period, a new employee shall have their seniority dated back ninety (90) working days. During the probationary period an employee shall be considered as being employed on a trial basis and may be discharged at the sole discretion of the Employer. The terms of this Agreement will apply to probationary employees except with respect to the termination or discharge of probationary employees.
- 11.02 Seniority shall mean an employee's length of continuous service with the Employer. An employee shall maintain and accumulate seniority under the following conditions:
- (a) while they are actively at work for the Employer after they have completed the probationary period as set out in Article 11.01 above;
  - (b) during any period when they are prevented from performing the work for the Employer by reason of injury arising out of and in the course of their employment for the Employer and for which they are receiving benefits under the provisions of the Workplace Safety and Insurance Act, subject to Article 11.05;
  - (c) during any pregnancy or parental leave as provided in the Employment Standards Act;
  - (d) during any approved leave of absence.
- 11.03 For the purpose of lay-off and recall from lay-off, the Employer will first lay-off any temporary employees (seasonal/casual/part-time), then probationary employees, then permanent employees in reverse order of seniority. The Employer recognizes the right of the senior employee to bump a junior employee provided the employee has the

ability to perform the normal requirements of the job.

- 11.03b) In the event of a proposed layoff of a permanent nature, or one exceeding (1) year, or for the elimination of a position within the bargaining unit, the employer shall, where the affected employee is permanent full-time:
- i) Provide the Union with no less than one (1) month written notice of the proposed layoff or elimination of position; and
  - ii) Provide to the affected employee(s), if any, who will be laid off with no less than one (1) month written notice of layoff, or pay in lieu thereof.
- 11.04 **Seniority List**  
The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year. It is agreed that all employees in the bargaining unit shall be credited with seniority for past service with the Employer.
- 11.05 Seniority once established for an employee shall be forfeited and the employee's employment shall be deemed to be terminated under the following conditions:
- (a) if they voluntarily quit;
  - (b) if they retire;
  - (c) if they are discharged for just cause and not reinstated through the grievance and/or arbitration procedure;
  - (d) if they fail to report for duty after a lay-off or leave of absence in accordance with the provisions of this Agreement;
  - (e) if twelve (12) months have elapsed from the day of lay-off;
  - (f) if they are absent from work for more than two (2) scheduled working days without notifying the Employer;
  - (g) if they are absent from work for twenty-four (24) months as a result of long term disability or W.S.I.B benefits;
  - (h) fails to return to work upon termination of an authorized leave of absence without a reason satisfactory to the Employer or utilizes a leave of absence for purposes other than those for which the leave of absence may be granted.
- 11.06 When recalling an employee after lay-off, they shall be notified by personal service, fax or courier and allowed five (5) working days to report for work and, in the meantime, if an employee is recalled and is not immediately available for work, other employees in seniority standing shall be recalled but shall be temporarily employed until the senior employee reports within the five (5) working days period as outlined. An employee to whom personal service, fax or courier is sent in accordance with this Article must contact the Employer within two (2) working days of the receipt of the notice of return to work if they wish the Employer to hold the job open to them.
- 11.07 If an employee is transferred to a position outside of the bargaining unit, they shall retain their seniority acquired at the date of leaving the unit, but will not accumulate any further seniority. An employee can be out of the bargaining unit for a maximum of three (3) months and if the employee later returns to the bargaining unit, they will

return to the position they were in prior to the transfer. No employee will be transferred outside of the bargaining unit against their will.

- 11.08 It shall be the duty of the employee to notify the Employer in writing promptly of any change in address. If an employee fails to do this, the Employer will not be responsible for failure of any such notice to reach such employee.

#### **ARTICLE 12 - JOB POSTING**

- 12.01 When a vacancy occurs or a new full-time position is created within the bargaining unit, the Employer will post notice of the position on all bulletin boards for a period of five (5) working days so permanent full time employees may have an opportunity to apply for the position.
- 12.02 When staff changes coming within the provisions of this Agreement are made, seniority shall govern, providing that the applicant has the necessary skill, ability, competence and qualifications necessary to perform the normal duties of the position in question. When considering temporary employees for job postings which no seniority qualified employee has applied for; the first consideration shall be given to the temporary employee(s) within the department where the posted position exists.

#### **ARTICLE 13 - LEAVE OF ABSENCE**

- 13.01 The Employer may grant a leave of absence of up to one (1) month without pay to employees for legitimate personal reasons. The employee must apply for the leave in writing. Leave of absence shall not be granted to an employee for the purpose of working elsewhere, except for employment with CUPE, the CLC or the OFL.
- 13.02 Any leave of absence granted by the Employer shall be in writing and shall set out the length of leave of absence granted, the purpose of the leave and the terms, if any, on which it is granted.
- 13.03 The Employer will grant leave of absence without pay to delegated Union members to attend Union convention or conference provided the Employer is given at least two (2) week's written notice when request is made. The time of such leave shall be the published time of the convention or conference plus reasonable travelling time to and from. It is agreed that not more than two (2) employees will be granted such leave at any one time. In such case the Employer shall continue to pay the employee and bill the Union for the wages and benefits concerned.

#### **ARTICLE 14 - HEALTH & SAFETY**

- 14.01 The Employer and the Union agree that they mutually desire to maintain high standards of safety and health in the work place in order to prevent injury and illness, in accordance with the Occupational Health & Safety Act. Please refer to the Health & Safety Policy Manual to reference all policies and procedures pertaining to any Health & Safety items.

- 14.02 There will be two (2) union representatives from Local 1589 on the Norwich Township Health & Safety Representative Committee. Preference is that one (1) representative will be from Community Services department and one (1) alternate representative and one (1) from Public Works department, and one (1) alternate representative.

#### **ARTICLE 15 – GENERAL**

- 15.01 Words imparting the masculine gender shall include the feminine and singular shall include plural where the context so requires.
- 15.02 If an employee finds that they are unable to report for work, they will notify their superior before the start of the shift, or as soon thereafter as possible.
- 15.03 For the purposes of Articles 8, 9 and 10, working days shall not include Saturday, Sunday or Paid Holidays.

#### **ARTICLE 16 - HOURS OF WORK AND OVERTIME**

- 16.01 (a) **Regular Hours - Public Works**  
Public Works employees shall work 8 hours per day and the normal work week is Monday to Friday at 40 hours.
- (b) **Community Services**  
The Community Services Department employees shall work forty (40) hours per week.
- 16.02 (a) **Overtime Pay - Public Works**  
A Public Works employee will receive one and one-half (1½) times the regular hourly rate for time worked in excess of eight (8) hours per day. The employee will receive one and one-half (1½) times the regular hourly rate for time worked on Saturdays, and two (2) times the regular hourly rate for time worked on Sundays. Work on Statutory Holidays is governed by paragraph 17.04. Overtime shall be paid to the employee in the pay period in which it is earned
- (a)i) Employees working any scheduled road patrol outside of normal hours, will be paid a minimum of three (3) hours at the applicable overtime rate.
- (b) **Overtime Pay - Community Services**  
A Community Services employee will receive one and one-half (1 ½) times the regular hourly rate for time worked in excess of forty (40) hours in a week. Work on Statutory Holidays is governed by paragraph 17.04. Overtime shall be paid to the employee in the pay period in which it is earned.
- (c) Employees may be allowed to accumulate overtime up to and including fifty (50) hours of accumulation in a calendar year. The above-mentioned time off shall be taken at a time as mutually agreeable between the employee and their immediate supervisor. The employee is to give five (5) working days notice of

intention to take time off under this provision. The Employer has two (2) working days to respond to the request.

- (d) Article 16 does not constitute a guarantee of hours of work per day or days per week.

**16.03 Minimum Call-in Pay**

An employee who is called in to work outside the normal daily hours other than for scheduled overtime work shall be paid:

- (a) a minimum of three (3) hours at the overtime rate or,
- (b) at the applicable overtime rate for the time worked on the call in, whichever is greater.

**16.04 Rest Period**

Employees shall be permitted a fifteen (15) minute rest period in both the first half and the second half of the shift.

**16.05 Work Schedules- Public Works**

Work will normally be scheduled between the hours of 7:00 a.m. and 3:30 p.m., with one-half (1/2) hour unpaid lunch period.

**16.06 Community Services**

- (a) The Employer will post a schedule for its Community Services employees thirty (30) days in advance. The Employer, however, reserves the right to change the schedule if operations require it.
- (b) Employees working the day shift Saturday or Sunday, and any shift that starts on or after 3:00 p.m. will receive a shift premium of \$1.00 per hour, for each hour worked.

**ARTICLE 17 - HOLIDAYS**

- 17.01 An employee who has completed the probationary period shall receive the following holidays with pay:

New Year's Day	The Friday immediately preceding Labour Day
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	Float Holiday
Civic Holiday	

The Float Holiday to be taken on a day mutually agreed between the employee and the Employer. Notwithstanding the foregoing, an employee who is scheduled to work on Remembrance Day will be permitted, upon request, sufficient time off during the work day to participate in the Remembrance Day Ceremony in the Community.

- 17.02 Holiday pay will be computed on the basis of the number of hours the employee would otherwise have worked had there been no holiday, at the regular straight time rate of pay.

- 17.03 In order to qualify for holiday pay an employee must work their last regularly scheduled day of work preceding the holiday and next regular scheduled day following the holiday unless the employee is on an approved leave of absence.
- 17.04 An employee required to work on a holiday will be paid at the rate of two (2) times their regular straight time rate of pay for all authorized work performed on such a day in addition to whatever holiday pay to which they may be entitled.
- 17.05 If any of the above holidays fall on a Saturday or Sunday, the Employer shall establish the Monday and/or Tuesday subsequent to the holiday as the day to be observed as the holiday or the day mutually agreed to by the parties.

**ARTICLE 18 – VACATIONS**

- 18.01 For vacation purposes, the Township of Norwich’s entitlement year runs from January 1<sup>st</sup> to December 31<sup>st</sup>.
- 18.02 Employee’s vacation is pro-rated and earned on a monthly basis in the calendar year hired.
- 18.03 Employees will be granted vacation with pay each calendar year as follows:

<u>Full-Time Service with Township at January 1<sup>st</sup></u>	<u>Entitled Weeks of Vacation</u>
Less than 3 years	2 weeks paid vacation
3 years but less than 8 years	3 weeks paid vacation
8 years but less than 14 years	4 weeks paid vacation
14 years but less than 23 years	5 weeks paid vacation
23 years and above	6 weeks paid vacation

The full-time service on the above table will be based on the years of service with the Township reached within that calendar year.

- 18.04 An employee who quits his employment during the year shall be entitled to vacation credit proportional to the time employed. In the event that an employee retires on or after fifty-five (55) years of age, provided that the employee has worked more than six (6) months in the current calendar year, the employee shall be entitled to the entire vacation granted for that year, pursuant to Article 18.03 of this Collective Agreement.
- 18.05 If a paid holiday falls or is observed during an employee's vacation period, the employee will be credited with one (1) day's vacation to replace the holiday, to be used at a time which will not interfere with the efficient operation of the Employer or disrupt the vacation period as scheduled for other employees.
- 18.06 Vacation entitlement hours are given in advance on January 1<sup>st</sup> of each year prior to

the entitlement earned. In the event employment terminates with the Township of Norwich, and an employee uses vacation prior to sufficient hours of vacation being earned, the Township of Norwich will reduce the final earnings accordingly.

- 18.07 Vacations must be approved by the Manager, Public Works or the Director, Community Services as the case may be and must be requested by April 1<sup>st</sup>, for summer vacation and by August 1<sup>st</sup> for winter vacation. On or about October 1<sup>st</sup> of each year, the employer will notify employees of any outstanding vacation entitlements. If employees have not taken all their vacation entitlement by the end of any given year, they may place a maximum of five (5) days in their vacation bank. The vacation bank will never exceed five (5) days maximum during the employee's tenure with the Township of Norwich. Employees must notify the employer by October 15<sup>th</sup> if they wish to bank any vacation days.

Any vacation time not banked or not taken within the given year will be lost with no pay out provision.

#### ARTICLE 19 – SHORT TERM DISABILITY

- 19.01 All full-time employees who have completed their probationary period and are unable to perform their duties due to non-occupational illnesses or injury shall be entitled to income protection in accordance with the following schedule:

Length of Service	Insured Weeks	
	Full Salary	66 2/3 of Salary
After completion of probationary but less than 1 yr.	1	16
1 yr but less than 2 yrs	2	15
2 yrs " " 3 yrs	3	14
3 yrs " " 4 yrs	4	13
4 yrs " " 5 yrs	5	12
5 yrs " " 6 yrs	7	10
6 yrs " " 7 yrs	9	8
7 yrs " " 8 yrs	11	6
8 yrs " " 9 yrs	13	4
9 yrs and over	17	0

- 19.02 The maximum short term disability for any or all non-occupational illnesses or injuries will be seventeen (17) weeks from the date of the disability within one calendar year.
- 19.03 Employees who are absent on account of non-occupational illnesses or injuries must report to their Supervisor during the first day of absence, and where the absence is in excess of three (3) consecutive working days; the employee, at the discretion of the Supervisor, shall not be entitled to short term disability unless a certificate from a qualified medical practitioner is produced to the immediate supervisor. The employer may request an update regarding the prognosis of return to work with or without restrictions if deemed necessary. Depending on the duration of the leave and

depending on the discretion of the supervisor, some belongings of the municipality may be required to be returned while on a leave. The employer reserves the right to request an examination by a medical practitioner mutually agreed upon by the Employer and employee at any time during the absence. When the Employer exercises their right under this clause, the provisions of Article 26, Clause 26.04 shall also be implemented, provided a charge is levied by the Medical Practitioner.

- 19.04 Each employee will be allowed six (6) "sick days" in a year. The employee will be allowed to increase the number of "sick days" by one-half of the difference between the six (6) days given in any year and the actual "sick days" used. These "sick days" may be used to provide a maximum of 100% of the employee's daily rate of pay while receiving Short Term Disability. Accumulated sick days may also be utilized for absences due to illness up to a maximum of four (4) days in the calendar year. There will be no cash surrender value at termination or retirement of any of these unused "sick days".
- 19.05 An employee shall be allowed to use sick leave for the purpose of medical doctors or specialist appointments. The sick leave will be deducted from their sick leave credits.
- 19.06 When an employee has been granted pregnancy and/or parental leave or any other leave of absence without pay, the Short Term Disability shall not apply during the period of leave of absence except as provided under the Ontario Employment Standards Act.
- 19.07 When an employee is covered under the Short Term Disability, all benefits and benefit deductions shall be continued in the usual manner so that the employee will retain all benefits. These benefits shall include regular vacations and paid holidays. If a paid holiday falls within the period of sick leave, the employee shall be paid at the percentage rate to which they are entitled.
- 19.08 The Short Term Disability Plan can be substituted while an employee is on an approved vacation or during a paid holiday if medical documentation is provided to support the claim.
- 19.09 If there is a recurrence of the same or related non-occupational illness or injury during the first 14 days, two (2) weeks following an employee's return to work on a full-time basis from Short-Term Disability, it will be deemed to be from the original Short-Term Disability.
- 19.10 **LONG TERM DISABILITY**
- (a) The Employer agrees to pay 100% of the billed premiums of Disability Insurance offered by the Employer's Insurance Company. The basic benefits are as follows:
- (b) The Plan provides for all employees who have completed their probationary period to be eligible to apply for a long term disability benefit of 75% of their monthly earnings rounded to the nearest dollar, on date of disability to a maximum: of six thousand dollars (\$6,000.00) per month. The benefit will commence after a waiting period of

seventeen (17) weeks after the date the employee becomes continually disabled.

- (c) The insurance coverage outlined above is described in detail in a booklet prepared by the Employer's Insurance Company and is available to each employee. The Employer reserves the right to change carriers of the insurance with notification to the Union, provided the insurance maintains equal or better coverage.
- (d) An employee who is receiving payment under the Long Term Disability Plan shall not accrue vacation and years of service credits.
- (e) If an employee is on Long Term Disability, their benefits shall be maintained by the Employer.
- (f) If an employee is on Long Term Disability, their status of employment with the Employer shall be reviewed by the Employer in consultation with the Union, after twenty-four (24) months from the date of disability.

## **ARTICLE 20 - LEAVE OF ABSENCE WITH PAY**

### **20.01 Bereavement Leave**

An employee will be granted leave of absence, without loss of pay, in the case of death of members of the family for up to the maximum number of days set forth in the following schedule:

- (a) Five (5) working days in the event of the death of spouse, child, step child, grandchild, father, step father, mother, step mother, sister, step sister, brother, step brother of the employee, which time may include one day after the day of the funeral or memorial service;
- (b) Three (3) working days in the event of death of grandparent, mother-in-law, father-in-law, son-in-law or daughter-in-law of the employee and employee's spouse;
- (c) One (1) working day in the event of death of uncle, aunt, first cousin, brother-in-law or sister-in-law of the employee;
- (d) One (1) working day to serve as a pallbearer, or in the event of the death of a current employee or an employee on sick leave, L.T.D. or a retired employee of the Township, whereby one (1) person from the work location of the employee will be allowed to attend the funeral service.

### **20.02 Jury Duty**

If an employee is required to serve as a juror or witness in any court of law including a coroner's inquest, the employee shall not lose any pay because of such attendance provided the amount paid to them for such service or attendance is properly paid by them to the Employer, with the exception of legitimate expenses. The employee shall present proof of service of attendance and shall notify the Employer immediately upon notification that they will be required to attend court as a juror or witness.

## **ARTICLE 21 - PAYMENT OF WAGES AND ALLOWANCES**

21.01 Attached to this Agreement and forming an integral part thereof shall be Schedule

"A" setting forth job titles and wage rates.

- 21.02      **Pay Days**  
Wages will be paid by the Employer, by direct deposit, bi-weekly on Thursday.
- 21.03      **Mileage Allowance**  
An employee who is required to provide and drive their automobile on Corporation business will be paid in accordance with the policy of the Council of the Township of Norwich.
- 21.04      **D & AZ Medical**  
The Employer will reimburse an employee required to have a D or AZ license for the cost of the associated medical to a maximum of one hundred and fifty dollars (\$150.00) following the provision of a receipt for said medical.

## **ARTICLE 22 - EMPLOYEE BENEFIT PLANS**

- 22.01      **Pension Plans**
- (a) In addition to the Canada Pension Plan, every continuous full-time employee shall join the Ontario Municipal Employee's Retirement System. The Employer and the employees shall make contributions in accordance with the provisions of the plan.
  - (b) There is no waiting period for Extended Health Care, Emergency Travel Assistance and Dental Care. The waiting period for the group plan is three (3) months of continuous employment for all other benefits.
- 22.02      **Extended Health & Dental Benefits**
- (a) The Employer participates in Group Medical and extended Health Care and assumes one hundred percent (100%) of the cost of the premiums. **Refer to insurance carrier for details of benefits.**  
**Vision Care - maximum benefit for twenty-four (24) months to be five hundred dollars (\$500.00).**  
**Physiotherapy – maximum \$500 each benefit year**  
**Massage Therapy – maximum \$400 each benefit year (ordered by a doctor)**  
**Chiropractor – maximum \$400 each benefit year**
  - (b) It is a condition of permanent employment with the Corporation that each employee joins these Plans; unless the employee elects to file a valid exemption certificate.
  - (c) Drug plan to provide mandatory generic substitutes for prescriptions, with exception process. Reimbursement of a completed doctor's note for the exception form will be paid upon proof of payment by the Employee.
- 22.03      **Group Life Insurance and A.D.&D.**
- (a) All employees who have completed their probationary period are required to participate in the Group Life Insurance and AD&D. Plan as underwritten by the Employer's Insurance Company in accordance with the terms and conditions set forth in the Master Policy which will provide life insurance on

the employee to the extent of one and one-half (1½) times the annual salary calculated to the next higher one thousand dollars (\$1,000.00). The maximum amount of coverage is two hundred thousand dollars (\$200,000.00).

- (b) The Plan provides for Life Insurance for dependents. A spousal benefit of \$2,500.00 and dependent of \$1,000.00. For details see Schedule of Benefits under the Group Policy.
- (c) The premium cost for Group Life Insurance and AD&D shall be one hundred percent (100%) paid by the Employer.

22.04 **Dental Plan**

- (a) The Employer participates in a Dental Plan as set out in the Group Policy document and agrees to pay one hundred percent (100%) of the billed premiums, which will include Endodontics at 100% reimbursement.
- (b) Under the Dental Plan, there is no calendar year deductible.

The Dental Plan provides for one hundred percent (100%) reimbursement of the expenses mentioned in the Plan document, based on one (1) year below the current Ontario Dental Association Fee Guide. One (1) recall every nine (9) months for employees covered by the plan and their eligible spouse. One (1) recall every six (6) months for eligible dependents under the plan.

- 22.05 The Employer shall not reduce the overall level of the benefits for the foregoing plans without consulting with the Union.

**ARTICLE 23 - BULLETIN BOARDS**

- 23.01 The Employer shall provide bulletin boards for the Union's legitimate business which shall be placed so that all employees may have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to employees. It is agreed, however, that all such notices must first be approved by the Supervisor or he designate.

**ARTICLE 24 - CLOTHING ALLOWANCE**

24.01 **Public Works**

The following items of clothing will be supplied to all continuous full-time employees, at the Employer's discretion:

safety hat and winter liner

safety goggles

safety vest

raincoat or rain suit;

three (3) pair work gloves and safety equipment for running the chain saw per year  
two (2) safety T-Shirts each year

- 24.01 (b) One (1) pair of winter/summer safety coveralls OR overall and coat will be purchased for employees every twenty four (24) months, OR employees can choose safety clothing of equivalent value.

**Community Services**

- 24.01 (c) The following items of clothing will be supplied to all continuous full-time employees, at the Employer's discretion:
- safety hat and winter liner
  - safety goggles
  - safety vest
  - raincoat or rain suit;
  - three (3) pair work gloves and safety equipment for running the chain saw (if applicable)
  - 2 T-Shirts
  - 2 Safety T-shirts each year

Which shall be worn when on duty.

- 24.01 (d) One (1) staff jacket will be supplied to all continuous fulltime employees, once every 24 months.
- 24.01 (e) In addition, employees in both departments will receive two hundred dollars (\$200.00) per annum as reimbursement upon presentation of appropriate receipts for required work clothing only. Full time employees will be provided with a coat and a pro-rated amount of the annual clothing allotment upon successful completion of their probationary period, during the first year of their employment.
- 24.02 The employer shall reimburse each employee to a maximum of \$265 plus applicable taxes, where an employee submits receipt and confirms they were purchased for the corporation and are the latest issue approved by the Canadian Safety Association (C.S.A.). Each employee shall have the choice of summer or winter type. Footwear supplied, or reimbursed for, shall be worn on the job at all times.

**ARTICLE 25 - STRIKES/LOCKOUTS**

- 25.01 The Employer agrees that during the term of this Agreement there will be no lockout.
- 25.02 The Union agrees that during the term of this Agreement there will be no strikes.
- 25.03 The terms "strike" and "lockout" shall bear the meaning given them in the Ontario Labour Relations Act.

**ARTICLE 26 - MISCELLANEOUS**

- 26.01 No employee shall suffer any loss of pay when required to leave their employment temporarily with respect to a complaint or grievance provided they have attained consent from The Supervisor, which will not be unreasonably withheld.
- 26.02 If the Employer requires that negotiations take place during the regularly scheduled working day, the Employer will pay the employees on the Union Negotiating

Committee up to a maximum of three (3) employees at their regular rate during the regular working days.

- 26.03 In the case of retirement prior to the age of sixty-five (65), if the employee is fifty-five (55) years of age or older and eligible for early retirement under the OMERS Pension Plan, the Employer agrees to continue the Health Benefits (Extended Health Care, Emergency Travel Assistance and Dental Care) until the employee reaches age sixty-five (65).

Effective April 1, 2016 any new employees hired must have a minimum of ten (10) years' service with the Township of Norwich in order to be eligible for this benefit.

- 26.04 The Employer shall pay for a qualified medical practitioner certificate if requested by the Employer. Reimbursement to be made upon submission of proof of payment by Employee.
- 26.05 Employees whose jobs are not in the bargaining unit shall not work on any jobs, which are included in the bargaining unit except in accordance with the policy agreed upon by the parties.
- 26.06 Notice of all negotiation meetings required by either party shall include an agenda of all matters to be discussed and shall be given at least seven (7) days in advance.
- 26.07 The Employer will ensure that current employees are adequately trained to perform the duties of their position.

#### **ARTICLE 27 - PRESENT CONDITIONS & BENEFITS**

27.01 **Service Pay**

Employees entitled to Service pay shall be those individuals employed on a full time, part time or casual basis with the township of Norwich on June 22, 2006. Years of Service Pay shall apply only to employees in a full time position, and the years of service to be counted towards the Service Pay entitlement shall start with the date of the employees' commencement of full time status.

- at the rate of five dollars (\$5.00) per month after five (5) years of service.
- at the rate of ten dollars (\$10.00) per month after ten (10) years of service.
- at the rate of fifteen dollars (\$15.00) per month after fifteen (15) years of service.
- at the rate of twenty dollars (\$20.00) per month after twenty (20) years of service.

When an employee leaves the service of the Corporation, he will receive service pay pro-rated on the number of day's service in that year.

#### **ARTICLE 28 - WORK OF THE BARGAINING UNIT**

- 28.01 Supervisor employed as full-time employees of the Public Works Department, in the

Township of Norwich, shall not perform work of Local 1589 Bargaining Unit, unless no employee in the bargaining unit is available to replace employees off on illness for five (5) working days, or as a result of a snowstorm, ice storm, tornado, flood or other unforeseen act of nature, vacation, or any other arrangement established by mutual agreement between the Superintendent and Unit Chairperson.

Notwithstanding the above, a supervisor may undertake such works at any time or situation where immediate public safety may be impacted, provided such works do not exceed one (1) hour per incident.

## **ARTICLE 29 - RESTRUCTURING AND MERGERS**

- 29.01 In the event that the Employer should merge, amalgamate, or combine/restructure any of its operations or functions with any other Municipality, the Employer will use its best efforts to ensure retention of seniority and benefits currently enjoyed by its employees with the successor Employer.

## **ARTICLE 30 - UNION SECURITY**

### **30.01 Work of the Bargaining Unit**

The Employer agrees that during the term of this Collective Agreement none of the work or services presently performed by members of this bargaining unit shall be privatized or contracted-out that would result in a loss of hours of work, lay-off or employment of any current bargaining unit member.

### **30.02 Loss of Driving Privilege**

The parties agree that should an employee temporarily lose their driving privilege for one year or less, the employee may be allowed to transfer to the next lowest classification whereby the utilization of a driver's license is not a requirement, if work is available.

Upon the reinstatement of driving privileges, the employee shall be returned to the former classification and any employee affected by this shall also be returned to their former classification.

## **ARTICLE 31 DURATION OF AGREEMENT**

- 31.01 This Agreement shall be in effect from April 1, 2023, through to and including March 31, 2025, and shall remain in effect from year to year thereafter unless either party gives to the other written notice of termination or desire to amend this Agreement.
- 31.02 Notice that amendments are required or that either party desires to terminate this agreement may only be given within a period of not more than ninety (90) days prior to the expiration date of this Agreement or to any anniversary of such expiration date.
- 31.03 If notice of amendment or termination is given by either party, the other party agrees to meet for the purpose of negotiation within fifteen (15) working days after the giving of such notice or such longer period as may be mutually agreed between the parties.

31.04

**Limitation**

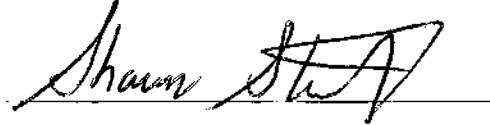
This contract constitutes the entire Agreement between the parties, and supersedes and replaces all previous Agreements and practices both written and oral.

In witness whereof each of the parties has caused this Agreement to be signed by it's duly authorized representatives this June 20, 2023.

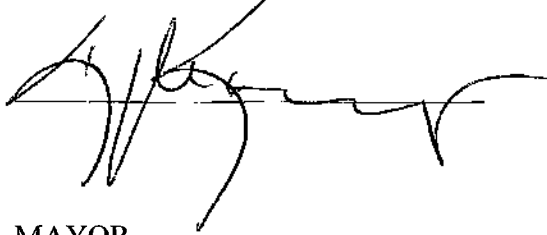
THE CANADIAN UNION  
OF PUBLIC EMPLOYEES

THE CORPORATION OF THE  
TOWNSHIP OF NORWICH

~~PRESIDENT~~



CAO/CLERK



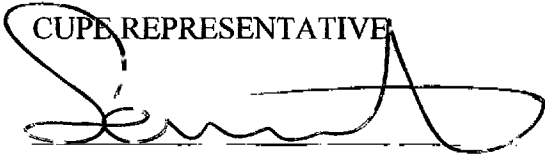
~~SECRETARY~~



MAYOR



~~CUPE REPRESENTATIVE~~





**SCHEDULE "A"**  
**JOB TITLES AND HOURLY WAGE RATES**

Position	6.00% Increase April 1, 2023		6.00% Increase April 1, 2024	
	Start Rate	6 Month Rate	Start Rate	6 Month Rate
CS Lead Hand	\$ 27.21	\$ 31.11	\$ 28.84	\$ 32.98
CS Operator	\$ 21.78	\$ 24.74	\$ 23.09	\$ 26.22
PW Grader Operator	\$ 24.84	\$ 28.49	\$ 26.33	\$ 30.20
PW Operator	\$ 24.55	\$ 28.16	\$ 26.02	\$ 29.85
PW Labourer	\$ 17.24	\$ 19.61	\$ 18.27	\$ 20.79
PW Lead Hand	\$ 27.21	\$ 31.11	\$ 28.84	\$ 32.98