

COLLECTIVE AGREEMENT

BETWEEN

THE CORPORATION OF THE TOWNSHIP OF WOOLWICH
(HEREINAFTER REFERRED TO AS 'THE TOWNSHIP')



AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1542
(HEREINAFTER REFERRED TO AS THE 'THE UNION')

CUPE / Canadian Union
of Public Employees

(FULLTIME)

January 1, 2022 to December 31, 2024

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ARTICLE 1 - PURPOSE

- 1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Township and its employees and to provide means for the prompt and equitable disposition of grievances and to establish and maintain mutually satisfactory working conditions, hours and wages for all employees who are subject to the provisions of this Agreement.
- 1.02 The parties hereto mutually agree that this Agreement is subject to the rules of practice, procedure and regulations of the Labour Relations Act, 1995 of the Province of Ontario as amended from time to time.

ARTICLE 2 - RECOGNITION

- 2.01 The Township recognizes The Canadian Union of Public Employees and its Local 1542 as the bargaining agent for all employees of the Corporation of the Township of Woolwich, save and except the Public Works Superintendent, Water & Waste Water Supervisor, Recreation and Facility Services Operations Superintendent, persons above the rank of Public Works Superintendent, office staff, persons regularly employed for not more than twenty-four (24) hours per week, and students employed during the school vacation periods, persons employed by contract under a special program of work or training covered by contract setting out specific time limits on the condition that such a program will not result in the layoff of a member of the bargaining unit.
- 2.02 No employee shall be required or permitted to make a written or verbal agreement with the employer or its representative which may conflict with the terms of this Agreement.
- 2.03 The Corporation agrees that supervisors, management staff and non-management office staff shall not perform any work of the bargaining unit that is normally performed by members of the bargaining unit.

ARTICLE 3 - NO DISCRIMINATION

- 3.01 The Township and the Union agree that there will be no discrimination, interference, restriction or coercion exercised or practiced by the Township or by the Union or by any of their representatives with respect to an employee by reason of race, colour, age, sex, marital status, ancestry, ethnic origin, citizenship, creed, disability, family status, gender Identify, gender expression, sexual orientation, record of offences, pot1tical or religious affiliation, nor by reason of the employee's membership or non-membership in a trade union, nor by an employee exercising any rights under this Agreement.
- 3.02 No employee will conduct union activities on the Township's premises, except as specifically permitted by this Agreement or with the permission of the Chief Administrative Officer.

ARTICLE 4 - CHECK-OFF UNION DUES

- 4.01 There shall be a compulsory check-off of Union dues from all persons who become employees of the Township to which this Agreement applies. The amount to be deducted shall be such sum as may from time to time be assessed by the Union on its members according to its constitution and by-laws. The Township shall be notified in writing thirty (30) calendar days prior to any required change in deductible assessments.
- 4.02 Deductions that have been authorized in writing by employees will be made every payday by the Treasurer of the Township and shall be forwarded to the Treasurer of the union not later than the 15th day of the month following in respect of which deductions have been made, accompanied by a list of all employees from whose wages the deductions have been made. A copy of the list shall be sent to the national Headquarters of The Canadian Union of Public Employees. For new employees, such deductions shall commence in the first full bi-weekly pay period immediately following the date on which the employee is hired. The amount deducted shall not include special assessments or levies of any kind.
- 4.03 It is understood that refusal by the Union to accept an employee as a member or to continue an employee's membership or refusal of an employee to join or continue membership in the Union will not be cause for dismissal by the Township.
- 4.04 The Union shall indemnify and save the Township harmless with respect to all dues so deducted and remitted.
- 4.05 Deductions will not be made from any employee's bi-weekly pay cheque either immediately or retroactively unless the employee received at least eight (8) hours pay in the pay period.
- 4.06 At the same time that Income Tax (T-4) slips are made available, the Township shall indicate the amount of Union dues paid by each Union member in the previous year.

ARTICLE 5 - MEMBERSHIP IN THE UNION

- 5.01 All employees of the Township as outlined in Article 2, shall be eligible for Union membership on a voluntary basis.
- 5.02 The Township agrees to acquaint new employees (eligible for membership in the Union) with the fact that a Collective Agreement is in effect. New employees shall be presented with a copy of this Agreement.
- 5.03 It is further agreed that the Township will notify the Union Treasurer in writing, once each month, of the names and the classifications of all new employees hired the previous month who are subject to this Agreement. A representative of the Union shall be given an opportunity to interview each new employee within regular working hours and without loss of pay for a maximum of fifteen (15) minutes during the first month of employment for the purpose of discussing with the new employee the benefits and duties of union membership and the employee's responsibilities and obligations to the Township and the Union.

ARTICLE 6 - MANAGEMENT RIGHTS

6.01 The Union recognizes the right of the Township:

- a) to operate and manage its businesses in all aspects in accordance with its responsibilities and the rights, powers and functions conferred upon the Township by statute and/or by-laws of the Township, 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. The Township recognizes that the foregoing is subject to such procedures, regulations and/or restrictions governing the exercise of these rights as are expressly provided in this Agreement and subject to the right of the employee(s) concerned to lodge a grievance in the manner and extent herein provided,
- b) To select, hire, discipline, discharge, transfer, assign to shifts, schedule overtime, promote, demote, classify, lay off, recall, suspend and retire employees, and select employees for positions excluded from the Bargaining Unit, provided that no employee shall be transferred out of the Bargaining Unit against their wishes, and further provided a claim of discriminatory promotion, demotion, transfer, classification, discipline or suspension, or a claim by an employee that they have been discharged without cause may become the subject of a grievance and be dealt with as herein provided,
- c) To direct the working forces, the right to plan, direct and control the operations of the Township, the right to introduce new and improved methods and facilities, the equipment, 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 Township's operations and the increase or decrease in employment arising there from, the sole and exclusive jurisdiction over all operations, buildings, machinery, equipment and tools, If a decrease in employment as stated herein becomes necessary, the affected employee(s) shall be transferred to another vacant Union position(s) in the Township.

ARTICLE 7 - NO STRIKES OR LOCKOUTS

- 7.01 The Township and the Union agree to follow the procedures as outlined in this Agreement. It is understood and agreed that there will be no strike or lock-out during the lifetime of this agreement, and the definition of "strike" and "lockout" are those set out in the Ontario Labour Relations Act, 1995.
- 7.02 The parties hereto mutually agree that this Agreement is subject to the rules of practice and procedure and regulations of the Labour Relations Act of the Province of Ontario, and as amended from time to time.

ARTICLE 8 - SENIORITY

- 8.01 Once hired, an employee shall be on probation with the Township until they have been continuously employed by the Township for three (3) continuous months or for sixty (60) actual days worked inclusive of any specified holidays, whichever is the greater. Upon completion of the probationary period, the employee's name shall be placed on the seniority list and the employee's seniority shall be calculated to have started from their actual date of hire. The discharge of an employee during their probationary period shall not be subject to the grievance or arbitration procedures in this agreement.
- 8.02 The Township shall maintain a seniority list showing the date upon each permanent employee's continuous service with the Township commenced from the employee's starting date. An up-to-date copy of this list will be given to the Union in January and July of each year showing the seniority of employees and a copy posted on all approved bulletin boards.
- 8.03 In the event of a layoff, the concept of the last employee hired shall be the first laid off and the last employee laid off shall be the first recalled will be followed provided the senior employee possesses the necessary skill and ability to perform any work available within the classifications in Schedule "A" with a maximum five (5) working day orientation and training.
- 8.04 Where the length of seniority is the same, seniority shall be determined by the flip of a coin or such other method that is fair by the employees concerned. This determination shall be conducted when the employees complete their probationary period.
- 8.05 Employees absent from work on sick leave due to illness or accident or authorized leave of absence will continue to accumulate seniority until 8.06 applies.
- 8.06 Seniority status, once acquired by permanent employees, will be lost and their names removed from the seniority list if their employment is terminated for any of the following reasons:
- a) Voluntary resignation
 - b) Discharge for cause not reversed through operation of the grievance procedure
 - c) Continuous non-employment, including layoff, authorized leave of absence, for a period of time equal to the length of seniority at the time of layoff, authorized leave of absence, or for a period of twenty- four (24) months, whichever is lesser.
 - d) Failure to signify intention to return to work after recall from layoff within three (3) working days following proper notification by the Township by registered mail sent to the employee at the last address provided by the employee to the Township, and failure to return to work after an additional five (5) working days following such notification. If an employee notifies the Township within said three (3) working days that they are unable to return to work within the prescribed time for a legitimate reason

acceptable to the Township, their name will not be struck from the seniority list. Their name, however, may be passed over and the next line in seniority may be recalled. These time limitations may be extended in writing for valid reasons such as sickness certified by a doctor's certificate, death in the immediate family, accident or other legitimate reasons acceptable to the Township.

- e) Absence from work without an excuse acceptable to the Township for a period of three (3) working days.
- 8.07 The promotion or transfer of employees to positions outside the bargaining unit is not covered by this Agreement and shall not be subject to terms of this Agreement, except that such employees will retain their seniority after promotion or transfer for three (3) months or sixty (60) actual days worked.
- 8.08 The seniority dates of employees in area Municipalities, boards or commissions which have been or will be assumed by the Township and come within the jurisdiction of this Agreement, will be placed in their rightful chronological position on a combined list of employees forming the total seniority list.

ARTICLE 9 - JOB VACANCIES

- 9.01 When a permanent vacancy arises or a new job position is established within the positions represented by the Union, the Township will notify the Union in writing including providing a copy of any proposed job posting six (6) working days before actually posting that position. If the Union has any concerns about the terms of the job posting they will advise the Township in writing within the six (6) working days and the Union and the Township will then schedule a meeting within a further three (3) working days to discuss and consider the issues raised by the Union. If no concerns are raised in writing by the Union within the six (6) working days period then the proposed job posting will be deemed to have been agreed upon by the Township and the Union.

When a new job is created in the bargaining unit, the rate of pay shall be subject to negotiations between the parties. Any new rate of pay shall become retroactive to the time the new position was first filled by an employee or the date of change in the duties. Any disagreement over the rate of pay shall be subject to the grievance procedure. The Township will, within thirty (30) calendar days of a position becoming vacant, notify the Union in writing if the vacancy is not to be filled including rationale.

- 9.02 The Township agrees to maintain standard job postings for all positions for which the Union is the bargaining agent. The normal job, qualifications, requirements, terms, conditions and job duties shall be set out in the job posting. Any new job postings shall be presented and discussed at a meeting with the Union and shall then become a standard recognized job posting unless the Union presents a written objection within thirty (30) days of presentation setting out its concerns about the form of the job posting.
- 9.03 The Township shall first post any new job posting internally in all departments covered by

this Agreement for a period of five (5) working days. Permanent employees shall have that time to apply for the new job posted by completing an application in the form provided by the Township showing their experience, training, qualifications, licenses, and education for the position posted. The Township will not post the new job outside the bargaining unit if there are any applications for the position from existing permanent employees (internal applicants).

Upon request, internal applicants who were interviewed and were unsuccessful shall receive an interview with one of the persons who conducted the interview with the employee, as well as a human resources representative, setting out reasons why the applicant was not selected for the position. Following such meeting, and upon request, such reasons shall be provided in writing.

Where there is no internal/external qualified applicant for a bargaining unit position and the Employer would like to repost the bargaining unit position simultaneously both inside and outside of the bargaining unit the Employer will seek the agreement of the Union. Such agreement will not be unreasonably denied.

- 9.04 When the Employer selects an employee to fill a bargaining unit position, seniority, qualifications, education, knowledge and the ability to perform the normal requirements of the job satisfactorily shall be the governing factors. Where the Employer considers that the qualifications of two or more internal applicants are relatively equal, seniority shall be the governing factor.

Where there is an internal transfer to a seasonal position, the transferred employee retains their right to return to their full time position, on the conclusion of the seasonal position.

- 9.05 If no internal applicant is considered by the Township, to be a qualified candidate for the new job position then the Township shall have the right to post the job outside of the bargaining unit. The Township will advise the Union in writing that there are no qualified internal applicants and that it will be seeking applications from external applicants.

- 9.06 If the Township considers that there are no qualified applicants for the job posted either internal or external the Township will be entitled to fill the position on a temporary basis as set out in article 9.07 and then at the end of the temporary filling of the position to again post the position following articles 9.02 to 9.04.

- 9.07 Temporary vacancies, such as those caused by an employee's absence owing to accident, injury, illness, sickness, leaves of absence and temporary transfer, shall not be posted. Such temporary vacancies may be filled at the discretion of the Township for a period not to exceed three (3) months. A longer time period may be set if mutually acceptable to both parties. If a temporary vacancy still exists at the end of the three (3) month period or the mutually agreed extended period, it shall be posted and filled in accordance with the provision of Article 9.

Interested permanent full-time employees will be given first opportunity to fill a temporary vacancy subject to operational requirements.

- 9.08 Nothing in this Article shall be construed as restricting the right of the Township to temporarily assign an employee to a job which qualifies for posting hereunder, for a period not exceeding thirty (30) calendar days, until the posting procedure has been complied with, and arrangements have been made to promote the employee selected to fill the vacancy to be assigned to the job concerned.
- 9.09 In the event the successful applicant proves unsatisfactory to the Township or the employee wishes to return to their former position during the trial period of up to twenty-five (25) actual working days, or longer where such longer period has been mutually agreed upon in writing between the Union and the Township. In that circumstance the employee shall be returned to their former position without loss of seniority. It is agreed that the successful applicants of the job bidding procedure will not be permitted to reapply for a posted job for a period of twelve (12) months, unless written permission is received from the Department Head.
- 9.10 The Township agrees to post on all approved bulletin boards the outcome of job postings as soon as possible and in any event within thirty (30) calendar days of the completion of the posting and applications process.
- 9.11 A permanent employee covered by this Agreement who has given good and faithful service to the Township who through advancing years or temporary disablement is unable to adequately perform their regular duties, may be given the preference of any light work available at the wage rate payable and/or hours at the time for the position to which they are assigned or to a lesser rate and/or hours that may be jointly agreed upon by the Township and the Union, and without regard to the seniority provisions of this Agreement, except that such employee may not displace an employee with more seniority. This provision is not to be construed as a guarantee by the Township to retain all or any employee who cannot perform their regular duties. Each case will be decided individually and termination of employment could result if the employee's performance is sufficiently reduced or if there is no suitable light work available.
- 9.12 Whenever the duties, skills, education requirements of a current permanent job change the employee holding that position may, through the Union request reclassification of the job and the time and opportunity to achieve the qualifications needed for the reclassified job position. Any disagreement between the Township and the Union concerning changes in a job posting or the job duties may be the subject of a grievance.

ARTICLE 10 - CORRESPONDENCE

- 10.01 All correspondence between the parties arising out of this Agreement or incidental thereto shall be passed to and from the Chief Administrative Officer of the Township **with a copy to Human Resources**, the Secretary of the local Union with a copy to the Steward, and the Canadian Union of Public Employees, 1120 Victoria Street North, #204, Kitchener, Ontario, N3B 3T2.

ARTICLE 11 - UNION REPRESENTATION

- 11.01 The Township agrees to recognize the following representatives of the Union:
- a) A Bargaining Committee of not more than five (5) persons, at least three (3) of which must be employees, i.e. C.U.P.E., National Representative, local Union President or Vice-President, and up to three (3) Township members of Local 1542. **Employees will be paid their normal wage rate during collective bargaining, to a maximum of eight (8) hours per day. No overtime will be paid. If employees are required to participate in collective bargaining on their normal day off, they can bank the time as time in lieu and schedule future time off as agreed to and approved by the Township.**
 - b) A Grievance Committee of not more than three (3) persons at least two (2) of which must be employees;
 - c) Three (3) stewards from the Township of Woolwich employees of Local 1542 one (1) from Recreation and **Community Services** and two (2) from **Infrastructure Services** (one (1) steward from the Roads Division and one (1) steward from the Water/Wastewater Division). The Union shall provide the Township with the names of the representatives and shall keep such list to date at all times.

11.02 Probationary, part-time or temporary employees shall not be eligible to serve as Stewards or Union Committee members.

11.03 The Union shall have the right at any time to have the assistance of a representative of The Canadian Union of Public Employees who, after obtaining permission, shall have access to the Township's premises in order to investigate or assist in a settlement of any matter arising out of this Agreement. Permission shall be requested of the Chief Administrative Officer and such permission will not be unreasonably withheld.

11.04 The Union acknowledges that the Stewards and the Committee members from among the employees will be required to efficiently perform their regular duties on behalf of the Township and that such employees will not leave regular duties without first obtaining permission from their immediate Supervisor to leave such regular duties, obtain permission from the Supervisor of the division that they wish to go and assist in, and will report back to their immediate Supervisor upon resuming their regular duties. In accordance with this understanding any representative of the Union who is granted time off during their regular work period to investigate a grievance or possible grievance, or to meet with Township representatives, on Union business, shall be paid for such time at their regular rate, not to exceed their regular daily hours of work.

When the Township requires a Union Steward to attend a meeting, such meeting will take place during the Stewards regular working hours.

11.05 Union Management Committee Meetings of the Union Management committee, comprised of not more than two (2) persons, at least one (1) of which must be an employee, and the

Township management representatives may be held as required at times to be mutually arranged, but not normally more often than once of a month. The party requesting the meeting shall make a request in writing at least two (2) days in advance of any proposed meeting date and shall at the same time advise the other party of the matters to be discussed. It is agreed that such meetings are for the purpose only of discussing matters of mutual interest and for the free exchange of information. It is not the intent of this provision to replace or circumvent the grievance procedure contained in this Agreement.

- 11.06 Whenever an Officer of C.U.P.E. Local 1542, who is not an employee of the Township, is required by either party to attend any meetings covered by Article 11 or 21, the Corporation will reimburse the Union for time the Local 1542 Officer is absent from their employment to attend to Township labour relations matters.

ARTICLE 12 - GRIEVANCE PROCEDURE

- 12.01 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is agreed that an employee has no grievance until the employee has first given their immediate Supervisor an opportunity of resolving the complaint. Such complaint shall be discussed with the immediate Supervisor within five (5) working days after the circumstance giving rise to the complaint has occurred, and failing settlement, it may then be taken up as a grievance within five (5) working days following the discussion with the immediate Supervisor in the following manner and sequence:

Step 1:

If the employee is satisfied that they have a grievance, the employee shall present such grievance in writing to their Department Head. The Department Head shall convene a meeting to hear the grievance within five (5) working days. The grievor may have the assistance of the Area Steward if they so desire. In the Engineering and Planning Infrastructure Services Department, the Department Head shall be deemed to be the Director of Engineering and Planning Infrastructure Services. In the Recreation and Facility Community Services Department, the Department Head shall be deemed to be the Director of Recreation and Facility Community Services.

The written grievance signed by an aggrieved employee must contain the nature of the grievance, the remedy sought and the section, or sections, of the Agreement which are alleged to have been violated.

The Department Head will deliver a written decision to the Union within five (5) working days following the day on which the written grievance is presented to them.

Failing settlement being achieved by that Step 1 decision, then Step 2 may be Invoked

Step 2:

Within fourteen (14) working days following the decision of the Department Head under Step 1, the Area Steward may submit a written grievance to the Township CAO. The CAO shall Convene a meeting of the Union Grievance Committee and Management Committee within a further ten (10) working days which must meet with the grievor to discuss the grievance. If no resolution is agreed to at that meeting the Township's Management Committee shall deliver its decision on that in writing within ten (10) working days from the date of the Union and Management grievance meeting.

For purpose of this section:

- 1) The Union Grievance Committee shall be composed of the local Union Vice-President or designate, Area Steward (local Union member), the Steward from the appropriate department, and the griever,
- 2) The Management Committee shall be composed of the Director of **Infrastructure** Services, Director of Recreation and **Community** Services, and the CAO.

12.02 The Township may, as its decision, refuse to consider a grievance or having considered it, refuse to agree to the arbitration of any matter, the alleged circumstances of which occurred more than ten (10) working days prior to the filing of the grievance in writing at Step 1.

12.03 Any difference arising directly between the Township and the Union involving the interpretation, application or alleged violation of this Agreement may be submitted in writing by either party and dealt with as a grievance commencing at Step 2 of the grievance procedure.

Any grievance by the Township or the Union as provided in this paragraph shall be commenced within thirty-five (35) days of the date of occurrence. No Union grievance shall be presented at Step 2, which an employee, or a group of employees, could normally process as an individual employee grievance or a grievance of a group of employees.

12.04 Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application or alleged violation of this Agreement, including any question as to whether the matter is arbitrable, such grievance may be submitted to arbitration as set forth in the arbitration article of this Collective Agreement.

If no written request for arbitration is received within fifteen (15) working days after the Township's Management Committee decision under Step 2 is given, the grievance shall be deemed to have been settled, and not eligible for arbitration.

12.05 It is agreed that grievances and replies to grievances shall be in writing at all stages, with a copy to the local Union Secretary. The grievance of an employee, or a group of employees, that has been settled at Step 1 to the satisfaction of the griever(s) cannot be subsequently processed by the Union through the remaining steps of the grievance and arbitration procedures.

12.06 All agreements reached under the grievance procedure between the representatives of the Township and the representative of the Union shall be final and binding upon the Township and Union and the employee(s).

12.07 No adjustment effected under the grievance procedure or arbitration procedure shall be made retroactive prior to the date of the occurrence which resulted in the grievance being filed. This clause shall not prevent the adjustment of pay caused by clerical errors in

computation.

- 12.08 Where no answer is given to the grievor(s) within the time limit specified in the grievance procedure, the grievor(s) shall be entitled to submit the grievance to the next step of the grievance procedure.
- 12.09 a) "Working day" as used in this article and the discharge article shall mean a day other than Saturday, Sunday or a specified paid holiday.
- b) "Working day" as used in this article and the discharge article for Recreation and **Community** Services shall mean Monday to Sunday not including a specified paid holiday.
- 12.10 A grievance that is not submitted to the next step within the time limit shall be deemed to be settled and disposition shall be as per the reply given at the previous step.

ARTICLE 13 – DISCIPLINE, SUSPENSION AND DISCHARGE

- 13.01 An employee shall be accompanied by a Union representative at meetings where any disciplinary matters are discussed. Copies of this correspondence shall be forwarded to the Secretary of the Union, and the Canadian Union of Public Employees, 1120 Victoria Street North, #204, Kitchener, Ontario, N2B 3T2.
- 13.02 Notice of discharge shall be forwarded to the employee by registered mail to the last known address on file with the Township, with a copy to the Secretary-Treasurer of the Union and to the area representative of CUPE. In cases where an employee is discharged verbally, the above notification will still be sent to the employee and those listed above for verification purposes.
- 13.03 A claim by an employee with seniority that they have been unjustly discharged shall be treated as a grievance if a written statement of such grievance is lodged at Step 2 of the grievance procedure within five (5) working days after the employee ceases to work for the Township, and the first and second steps of the grievance procedure will be omitted in such case. Such special grievance may be settled under the grievance and arbitration procedures by:
- a) confirming the Township's action in dismissing the employee,
 - b) reinstating the employee with full compensation and seniority for the time lost,
 - c) any other arrangement which is just, in the opinion of the parties, or the Arbitration Board.

ARTICLE 14 - ARBITRATION

- 14.01 It is agreed by the parties hereto that any dispute about or difference of opinion relating to the Interpretation, application, administration or alleged violation of this Agreement which cannot be settled after exhausting the grievance procedure shall be settled by referral to a single arbitrator who may also act, if the parties agree, as a mediator before any arbitration hearing. It is understood that any question as to whether the matter is arbitrable may also become the subject for the arbitration.
- 14.02 The Union and the Township shall mutually agree on an arbitrator for any issue and if they are unable to agree they will jointly ask the Minister of Labour for Ontario to appoint someone notwithstanding the expedited arbitration provision in the Ontario Labour Relation's Board Act.
- No person shall be selected as an arbitrator who:
- a) is acting, or has in a period of six (6) months preceding the date of their appointment acted in a capacity of solicitor, legal advisor of either of the parties,
 - b) has any pecuniary interest in the matters referred to the Board.
- 14.03 Each of the Union and the Township will be responsible for paying for one half of all the expenses of the arbitrator selected or appointed.
- 14.04 The time limit fixed in both grievance and arbitration procedures may be executed only by mutual consent in writing of the parties to this Agreement.
- 14.05 The Parties may agree to meet or have a teleconference within 60 days to define the Issues and process for the arbitration and settling on a day or dates and location for the arbitration.
- 14.06 At any stage of the grievance or arbitration procedures the parties may have the assistance of the employee(s) concerned as witnesses and any other witnesses, and an reasonable arrangements will be made to permit the conferring parties or the arbitrator(s) to have access to any part of the Township's premises to view any working conditions which may be relevant to the settlement of the grievance.
- 14.07 The decision of the Arbitrator shall be binding on both parties. The Arbitrator shall not have any power to alter, modify, amend or change any of the provisions of this Agreement, or to substitute any new provisions for any existing provisions, nor to give any decision for any existing provisions, nor to give any decision inconsistent with the terms or contents of this Agreement.
- 14.08 It is agreed that a representative of CUPE and the CAO of the Township may be present at all stages of the arbitration procedures if requested.

ARTICLE 15 - SPECIFIED HOLIDAYS

15.01 Each employee who has completed sixty (60) calendar days or more continuous service is entitled to **twelve (12)** paid specified holidays regardless of the day on which the holiday occurs. The holidays to which this will apply are:

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

An additional two (2) holidays called "floaters" shall be granted upon mutual agreement of an employee and Department Head, Manager or Supervisor.

The following qualifications will apply to the floater holiday:

- 1) It must be taken during the calendar year.
- 2) Failure to take the floater holiday will entitle the employee to a pay out at regular rate at the end of the year.
- 3) It will be on a first request basis and is not tied to seniority.

Beyond January 1, 2019, The Township will add and recognize any new Public Holiday proclaimed by the Federal or Provincial Government.

15.02 In order to qualify for payment for specific holidays, an employee must work their scheduled working day immediately prior to and following the holiday, except in the following circumstances: Where absence on either or both of the said qualifying working days is with prior written permission or due to illness.

15.03 An employee who is regularly scheduled to work and does work on a paid holiday shall receive pay for such work at the rate of time and one-half (1.5) their regular rate and shall be given a day off with pay in lieu of each holiday at a time mutually satisfactory to the Township and the employee, but in any event within ninety (90) working days of the holiday. It is the responsibility of each employee affected to claim the holiday in lieu in accordance with the provisions of this clause in writing. If no such claim is made within the time specified, any entitlement of in lieu shall be forfeited.

15.04 An employee who is absent on a paid holiday for which they are scheduled to work shall forfeit their paid lieu day off unless such absence is due to illness.

15.05 In the event of a paid holiday falling within an employee's vacation period, such employee shall be granted an additional day's vacation at a time mutually agreed upon.

- 15.06 When any of the specified holidays in this article fall on an employee's scheduled day off, the employee shall receive another day off with pay at a time mutually agreed upon between the employee and the Township, but in any event within ninety (90) calendar days of the holiday, except when a specified holiday such as Canada Day, Christmas Day, Boxing Day or New Year's Day falls on a Saturday and/or Sunday, when agreement in lieu days will be between the Union and the Township if not covered by law. Where a statutory or specified holiday occurs on a Tuesday or Thursday and the Township wishes to close operations for a four (4) day period, employees will have the option to use banked overtime, the floater holiday or vacation for the respective Monday or Friday that the Township offices will be closed. If Christmas Eve falls on a Monday or Friday and the Township wishes to close operations for Christmas Eve, the employee may use four (4) hours of banked overtime, ½ a floater holiday, or ½ a vacation day and the Township shall pay the employee four (4) hours pay for the day.
- 15.07 An employee who is not on their regularly scheduled day off but who is scheduled off in recognition of the holiday on the actual day of the specified holiday shall, if called in, receive their regular day's pay for the holiday and in addition shall receive time and one-half (1.5) their regular rate for all hours worked, subject to the call-in provision of this Agreement.
- 15.08 Further to Article 15.03/15.07 above, for the following specified holidays employees shall receive double time (2x) their regular rate for all hours worked on Family Day, **Easter Monday**, Thanksgiving Day and Christmas Day.

All other provisions in Article 15.03/15.07, where applicable, still applies.

ARTICLE 16 - VACATION

- 16.01 For the purpose of calculating vacation and eligibility, the fiscal year shall be June 1st of any year to May 31st of the following year.
- 16.02 Eligibility for paid vacations shall be determined on June 1st in each year and shall be on the following basis:

Length of Service	Vacation Entitlement
Less than one (1) year of continuous service as of May 31st	One (1) day per completed calendar month of service (maximum of ten (10) working days)
Not less than one (1) year of continuous service but less than three (3) years of continuous service as of May 31st	Ten (10) working days
Not less than three (3) years of continuous service but less than nine (9) years of continuous service as of May 31st	Fifteen (15) working days
Not less than nine (9) years of continuous service but less than fifteen (15) years of continuous service as of May 31st	Twenty (20) working days
Not less than fifteen (15) years of continuous service but less than twenty-three (23) years of continuous service as of May 31st	Twenty-five (25) working days
Not less than twenty-three (23) years of continuous service	Thirty (30) working days One (1) additional day of vacation for each additional year of continuous service after twenty-four (24) years specified above, shall be granted, to a maximum of five (5) working days.

- 16.03 Not more than two (2) consecutive week's vacation may be taken at a time during the months of July, August, and September, unless approved by the Department Head.
- 16.04 Vacations must be taken within a twelve (12) month period following the June 1 eligibility date and shall not be accumulated. Employees with less than five (5) weeks of vacation shall be entitled to carry over up to five (5) days of vacation credits in the following year with permission of the Department Head. Employees with five (5) or more weeks of vacation entitlement shall be entitled to carry over up to ten (10) days of vacation credits to the

following year with permission of the Department Head.

- 16.05 Vacations will be scheduled at such time of the year as is found most suitable considering the wishes of the employee and the Township, however, they will be scheduled in such manner as to provide a fair distribution of the number of employees absent at any one time.
- 16.06 Employees with the greater length of service within each department will have first choice of vacation dates provided that they indicate their preference to the Township before May 1st in order that the vacation schedule may be posted by June 1 .
- 16.07 On termination an employee shall be paid any vacation credit calculated on the basis of their vacation entitlement.
- 16.08 Employees who have been absent without pay, excluding employees of maternity leave, parental leave, and/or Worker's Compensation claims, for more than twenty (20) working days in the vacation eligibility year of June 1st to May 31st shall receive a pro rated reduction on their vacation pay entitlement.
- 16.09 Vacation pay for temporary and part-time employees shall be four (4%) of earnings.
- 16.10 Requests for vacation or lieu time after May 1 shall be submitted by the employee to the supervisor at least five (5) working days prior to the requested time off and the supervisor shall respond within two (2) working days.

ARTICLE 17 - LEAVES OF ABSENCE

- 17.01 Leave of absence without pay and without loss seniority shall be granted, upon request to the Township, to employees elected or appointed to represent the Union at Union conventions or seminars and provided such leave of absence does not interfere with effective operations. Not more than two (2) employees shall be permitted to be absent at any one time. Such requests shall be in writing from the Secretary of the Local to the Treasurer as far in advance as possible and shall contain the names of the appointed employees plus dates of the meeting.

17.02 Jury Duty

Permanent employees who are required to serve as jurors or witnesses in any court shall be granted leave of absence for the purpose. Such leave shall not constitute a break in service for the calculation of seniority or sick leave credits. Upon completion of the jury or witness service, such employee shall present to their Department Head a certificate satisfactory to the Township showing the period of such service.

17.03 Bereavement Leave

A permanent employee who is at their regular work shall be entitled to receive a leave of absence in accordance with the schedule but shall not be paid for those days they were not scheduled to work, and the Township shall, if requested by the employee, grant such

additional leave of absence as is necessary without payment for such time. The time is taken five (5) days prior to or immediately following and including the day of the funeral or memorial service.

The following schedule of time off applies:

Five (5) consecutive days leave of absence for an immediate family member. The immediate family is to be as follows: spouse, child, step-child, Mother, father, foster or step parent, mother-in-law, father-in-law, sister, brother (including stepsiblings) and grandchildren.

Three (3) consecutive days leave of absence for employee's grandparents, son or daughter-in-law.

One (1) day off with pay for an employee's brother-in-law, sister-in-law, aunt, uncle, niece, nephews and 1st cousin.

17.04 An employee who takes other gainful employment during absence from work due to illness, injury or authorized leave of absence, shall be deemed to have voluntarily quit their employment unless the employee has prior written permission from the employer to take other employment.

17.05 Maternity and Parental Leave

An employee will be granted leave of absence for pregnancy or parental leave in accordance with Sections 45, 46, 47, 48 and 49 of the Employment Standards Act as amended.

An employee returning from maternity leave or parental leave shall be reinstated in their previous position or provided with alternative work of a comparable nature at a rate of pay not less than their wages at the time the employee commenced maternity or parental leave.

Employees shall continue to accumulate seniority and receive benefits.

An employee who is prevented from returning to work by reason of personal illness, certified in writing by a medical practitioner, at the end of the maternity leave and does not choose to proceed with parental leave shall be considered to be on a leave of absence due to illness.

ARTICLE 18 - HOURS OF WORK, SCHEDULES, BREAKS, AND REPORTING STANDARD HOURS

18.01 Inasmuch as possible, employees will schedule medical appointments outside of normal working hours.

a) The standard hours of work shall be eight (8) hours per day inclusive of a paid twenty (20) minute meal period, forty (40) hours per week. The regular workweek shall be five (5) days of eight (8) hours each Monday through Friday except for rotation or static shift operations, with regular work week periods which shall not exceed eight (8) hours per day inclusive of the paid meal period, or forty (40) hours per week at regular basic rates. The Township will establish regular work and shift schedules and post them in advance. Where employees work on rotating shifts, overtime payment will only apply when their hours worked exceed eight (8) hours in the day or forty (40) hours in a week.

b) Paid Meal Period and Meal Break

There will continue to be an eight (8) hour workday inclusive of a paid twenty (20) minute meal period for each eight (8) hour period or part thereof. The twenty (20) minute meal period is inclusive of any wash-up time and where reasonable employees will remain on the job site for the twenty (20) minute period or travel to the closest Township facility. The paid twenty (20) minute meal period is intended to be continuous.

c) The Township shall make available the overtime rotation list for each department so that the employees in the department can view the overtime rotation.

18.02 Breaks and Wash time

A ten (10) minute rest period shall be granted to all employees during each half of their daily shift with such times at the discretion of their immediate Supervisor. Rest periods will be taken on the job site where reasonable or at the closest Township facility. The ten (10) minute rest period is intended to be continuous. A wash up time of not more than ten (10) minutes will be allowed at the termination of each work period.

18.03 Schedules

a) Scheduled hours of work shall be posted at least two (2) weeks in advance. In the case of a change in the posted shift at the request of the Township with less than seven calendar days notice, the employee affected shall be paid time and one half (1.5) of their regular straight time pay only for the first forty (40) hours of the new schedule. Such premium shall not apply when the change is requested by an employee and consented to by the Township. In the case of a change in the posted hours of work, the Township agrees that a change will not be made solely to prevent overtime payments.

b) Shift Schedules in **Infrastructure** Services

Notwithstanding the requirement to post schedules at least two weeks in advance, scheduled hours of work for the "winter control shift" shall be posted no later than before the end of the previous shift. The "winter control shift" shall be used for snow plowing, snow clearing, salting and sanding. All employees in the **Infrastructure** Services Department involved in the "winter control" including water/sewer employees on the "winter control" rotation shall be called in on the "winter control shift". The shift shall commence at 5:00 a.m. and complete at 1:00 p.m. The employee shall be paid shift premium in accordance with Article 19.02(b) for the first eight (8) hours of work and shall be paid at the applicable overtime rate for all subsequent hours of work.

Where the **Infrastructure** Services Department chooses to change the shifts of employees for small scale snow loading and snow clearing operations the selection of employees shall come first from the current Roads Operations list. Large scale snow loading and snow clearing operations shall require the full complement of **Infrastructure** Services Department employees (Roads Operations, Water/Waste Water Operations).

Shift schedules for Public Works:

Summer Hours (April 1 to November 30)

Monday to Friday 7 a.m. to 3 p.m.

Winter Hours (December 1 to March 31)

See Letter of Understanding RE: Winter Pool

Shift schedules for Water/Wastewater:

Monday to Friday 7 a.m. to 3 p.m.

Shifts may be altered if agreed upon by the Union and the Township, without having to observe 18.03 (a).

c) Shift Schedules in Recreation and **Community** Services

In order to affect the operation of Article 18.01 In Recreation and **Community** Services the Township will establish regular hours of work and shift schedules as set out below and post them in advance.

5:30 a.m. to 1:30 p.m.	Monday to Sunday (day shift)
8:00 a.m. to 4:00 p.m.	Monday to Sunday (day shift)
7:00 a.m. to 3:00 p.m.	Monday to Sunday (day shift)
8:00 a.m. to 4:00 p.m.	Monday to Sunday (day shift)
12:00 noon to 8:00 p.m.	Monday to Sunday (evening shift)
4:00 p.m. to 12:00 midnight	Monday to Sunday (evening shift)

Shift premium shall apply to all shifts except the 8 a.m. to 4 p.m. and the 7:00 a.m. to 3:00 p.m. shift.

Schedules shall be designed in a manner to ensure that:

- 1) There shall be a three (3) week shift cycle. There shall be a uniform start and finish time for the day shifts, evening shifts and weekend shifts as noted above. The shift schedule shall be attached to and form part of the collective agreement. If either party sees a need to adjust the shift schedule, a discussion shall take place and any changes shall be by mutual agreement.
- 2) The employee shall receive at least every third weekend off.
- 3) The employee shall receive six (6) days off in the three (3) week shift cycle.
- 4) If an employee has only every third weekend off it shall consist of two (2) consecutive days.
- 5) Day and evening shifts shall be scheduled in a manner to ensure that employees work a block of day shifts and a block of evening shifts in order to have a reasonable expectation of regularity in their personal lives.
- 6) An employee works no more than five (5) consecutive shifts in any three (3) week period. If an employee is required to work more than five (5) shifts, then overtime rates shall apply for the sixth (6th) and any subsequent shifts.

Full time employees shall be scheduled before any hours are scheduled for part-time employees. Part-time employees shall only be scheduled to fill in for the days off, vacation, absence due to illness, leave of absence, etc. of full time employees and hours of operation outside of regular hours. Any hours over and above the regular hours of full-time employees shall be offered first to full-time employees.

d) **Recreation and Community Services Flex Scheduling**

Upon mutual agreement, the supervisor and the employee may change a shift to an **eight (8) hour period between 5:30 a.m. and 12:00 a.m.**

Flex scheduling allows the Employer and the employee to mutually agree on a flex schedule that will accommodate situations that may arise. The ability to flex is on a case-by-case basis and the use of this language is to be short-term in nature.

e) **Lead Hand Shifts**

Recreation and Community Services Lead Hands will be scheduled to provide each Lead Hand an equal number of day shifts through day shift blocks (Monday to Friday). Lead Hands will be scheduled to a minimum of thirty-three percent (33%), or better if possible, day shift blocks which include shifts with a start time between 6:00 a.m. and 8:00 a.m. The Township will ensure that Lead

Hand day shifts will be distributed as equally as possible. During the time that Lead Hands are not scheduled on day shift blocks, they will be on rotation of shifts in accordance with 18.03 (c).

18.04 Reporting and Ending Shifts

- a) All employees shall report to their designated Township facility.

The typically designated Township facility for reporting to work for Public Works employees shall be either the Elmira Yard or the Conestoga Yard.

The typically designated Township facility for reporting to work for Recreation and **Community** Services employees shall be the Woolwich Memorial Centre or the St. Jacobs Arena.

Employees, however, may be asked to begin or end their shift at any facility provided the employee is given notice prior to the end of their last shift.

Employees are to commence their shift and work activities at the designated scheduled time, meaning all employees will be properly dressed and prepared to commence work activities at the scheduled start time.

- b) An employee who reports for work at the regular starting time who has not previously been notified not to report and who is laid off for any reason - such as inclement weather, equipment failure or material shortage - will receive pay for a minimum of four (4) hours at his regular rate of pay. If the employee is told to report back in the afternoon and is again laid off for any reason, he will receive pay for a minimum of two (2) hours at his regular rate of pay.
- c) Employees who report late for their shift shall not be deducted pay for a period of less than five (5) minutes. Pay will be deducted for periods of lateness of five (5) minutes or more to the nearest exact fifteen (15) minutes that is longer. Employees who report late for their shift shall not be deducted pay for a period of less than five (5) minutes when prior notification is given to the employee's direct supervisor. Repetitive lateness will be considered and employee performance concern and will result is corrective and if necessary disciplinary actions being taken.
- d) Employees who are unable to assume their normal duties on a working day must notify their supervisor at least one (1) hour prior to the commencement of their scheduled day shift and/or at least four (4) hours prior to commencement to their scheduled evening or night shift.

18.05 Standby Procedure

- a) Participation by **Infrastructure** Services Department employees in the general standby list and, where the employee is qualified, the water standby list, is mandatory.

The **Infrastructure** Services Department period of standby shall be from Friday at 3:00 pm to the following Friday at 7:00 am. The Recreation and **Community** Services Department period of weekend standby shall be from Friday at 4:00 pm to the following Monday at 7:30 am which is considered three (3) days of standby pay.

- b) Within the **Infrastructure** Services Department a rotating schedule shall be developed and the schedule shall be posted at least one year in advance. An employee will be given the opportunity to interchange with other employees on the standby schedule provided legislated coverage is maintained and it is consented to by the Township.
- c) In the Recreation and **Community** Services Department all RFS staff will be given the opportunity to place their name on the standby schedule the latter mentioned is to be encouraged but is not mandatory and the Township will ensure there is a mechanism in place to provide the opportunity to any employee should they wish to add their name to the list if they had originally indicated not to be on the list.
- d) **Infrastructure** Services Department and Recreation and **Community** Services Department employees on standby shall carry a Township provided cell phone with them at all times and must be available to be paged and/or called. The **Infrastructure** Services Department employee on standby shall be provided with a Township truck for all hours while the employee is on standby. It is understood that the Township vehicle is for standby use only and not intended for personal use.
- e) When the emergency call is received by the standby employee, the standby employee will investigate the emergency and, if necessary, contact the On-Call Supervisor, as per the On-Call Procedure. The On-Call Supervisor shall be responsible to determine if additional staffing is required and call in the appropriate employees. The employees will be called out on the same rotation basis set out in Article 19.01.
- f) If the On-Call Supervisor is the first to receive a call regarding an emergency, they will assess the problem. If staffing is required they are to call the standby person first. If additional staffing is required they will be called out on the same rotation basis set out in Article 19.01.
- g) Employees who are authorized employees scheduled for "weekly or weekend standby" shall receive **forty- four dollars and fifty cents (\$44.50) per day as of January 1, 2022.**

Employees who are authorized employees scheduled for "holiday standby" shall receive seventy-five dollars (\$75.00) per day as of January 1, 2022.

In addition, standby employees when called out on an emergency call shall be paid a minimum of three (3) hours at the appropriate rate.

ARTICLE 19 - PREMIUM PAY

19.01

- a) All authorized hours worked in excess of the normal work day, the normal work week or on an specified holiday, shall be considered as overtime and shall be paid at the rate of time and one-half (1.5) the basic rate, except as hereinafter provided. Overtime rates will not apply for the first fifteen (15) minutes following termination of the regular working shift, exclusive of wash up time. Work performed on specific holidays will be paid at time and one-half (1.5) the basic rate, plus a paid lieu day off which may be taken either in cash or actual time. In the case of actual time off, such time off shall be at the time jointly agreed upon by the Township and the Union. Overtime work performed on Sundays or the employee's second regularly scheduled rest day will be paid at double (2) the basic rate. Overtime work performed on Saturdays or the employee's first regularly scheduled rest day will be paid at time and one half (1.5) the basic rate. Notwithstanding the foregoing, if an employee is scheduled for a four (4) day weekend, the first and third days will be paid at time and one half (1.5) and only the second and fourth days will be paid at double (2) the basic rate.
- b) Overtime rates will not apply for the first fifteen (15) minutes following termination of the regular working shift. Should overtime exceed fifteen (15) minutes the foregoing payment shall be retroactive to the commencement of the overtime period. Overtime worked that terminates within fifteen (15) minute periods shall be paid to the nearest exact fifteen (15) minutes that is longer.
- c) Overtime shall not apply on regularly scheduled Saturday and Sunday shifts or when an employee is scheduled to work Saturdays and Sundays to enable him to complete a full workweek or when a change of scheduled shifts is arranged between employees, and is approved by the Township, which may necessitate an employee(s) working hours in excess of the normal workweek.
- d) Offering and Distribution of Overtime
 - i. It is agreed that any overtime opportunities will first be offered to available qualified full-time employees before being offered to part-time employees except where the overtime is continuous with the employee's regular work day and except where a full time employee is available. Where overtime is continuous with the end of the employee's regular working day, the employee performing the work will first be asked to complete the work.

If the overtime work is declined by the employee performing the work during the employee's regular work day, it shall be offered to permanent full time employee(s) in accordance with the current overtime rotation list. If no qualified full-time employees can be obtained, then the Township may offer the extra work to part-time employees.

- ii. The Township will distribute the opportunity of overtime equally among

available, qualified employees, according to the overtime rotation. "Rotation" shall mean commencing with the most senior employees, and then alternating down the seniority list to the least senior employee. Upon reaching the least senior employee on the seniority list, the rotation shall return to the most senior employee and commence again.

- iii. "Available", as it pertains to employees being available for overtime, in this Article and throughout this agreement shall be defined as employees who are: not on sick leave (excluding family leave); of more than one (1) full shift duration; not on a leave of absence; not on a combination of vacation and/or banked overtime that exceeds one (1) full shift until they return to work the following scheduled shift after their vacation period; able to report to work within one(1) hour of being called and willing to perform the overtime work.
- iv. "Qualified" In this Article and throughout this agreement shall be defined as any employee possessing the normal skill and ability to perform the work in a competent manner. The skills and training which employees possess will constitute being "qualified" and shall be shown on the current department overtime rotation list.
- v. Employees on sick leave (excluding family leave) greater than one (1) full shift duration are not considered available for overtime until they return to work the following scheduled shift after their illness.

Employees on a combination of vacation and/or banked overtime that exceeds one (1) full shift are not considered available for overtime until they return to work the following scheduled shift after their vacation period or until the overtime rotation has been exhausted once and not enough employees have responded.

- e) Where the Union alleges through the filing of a grievance the Township has failed to call in the proper employee to perform the overtime and such grievance is upheld at the first step of the grievance procedure, the Township will pay the employee in accordance with the premium provisions of the collective agreement. The employee shall not be required to work or otherwise make up any hours or have their position on the overtime rotation changed or adjusted. The Township will pay the employee who should have been called to perform the overtime work only if that employee has grieved the lost opportunity. The Township will not pay any employee who was not actually missed for the overtime.
- f) Standard hours of work, as outlined herein, are stated only for calculating overtime and shall not be construed as a guarantee of any minimum or any maximum hours to be worked. Overtime and premium payments shall not pyramid in any circumstance(s)
- g) For the term of this agreement employees may accumulate and bank overtime as lieu time at the appropriate overtime rate to a maximum of eighty (80) hours paid time off in any one (1) year, defined as December 1 to November 30, and such time will be taken as paid time off at a time mutually agreed between the department head and

the employee. Any banked overtime not taken by November 30 shall be paid out to the employee in the second pay in December. There will be accumulation, but no use of banked time during the month of December.

- h) When an employee is assigned as the Overall Responsible Operator ("ORO") for water infrastructure or wastewater infrastructure, that individual will be paid a premium of one dollar (\$1) per hour per type of infrastructure.

19.02 Shift Premium

Monday to Friday at 3:59 p.m.	Jan. 1, 2022	\$1.60 per hour
	Jan. 1, 2023	\$1.65 per hour
	Jan. 1, 2024	\$1.75 per hour
Friday at 4:00 p.m., Saturday, Sunday	Jan. 1, 2022	\$1.75 per hour
	Jan. 1, 2023	\$1.80 per hour
	Jan. 1, 2024	\$1.90 per hour

19.03 Call In

If an employee other than the scheduled standby employee is called in or called back to work after having completed all or part of his regular shift and having left his designated Township facility, she/he shall be paid a minimum three (3) hours of pay at the applicable overtime rate.

19.04 Meal Allowance

Where an employee works three (3) or more hours continuous with the regular working day, such an employee shall be eligible for a meal allowance of fourteen dollars (\$14.00)

Payment of the meal allowance shall not apply where an employee is required to work at hours not continuous with the regular working day.

19.05 Temporary Assignments

- a) Any permanent employee called upon to perform duties in a higher rated category shall be paid not less than the basic rate for that category.
- b) Should any employee be re-classified to a lower rate job his rate of pay shall not be changed until ten (10) working days following re-classification.

19.06 Lead Hand, Lead Hand Operator In Charge (O.I.C.)

- a) and will be posted in accordance with Article 9:01 and selected in accordance with Article 8:03. The term 'O.I.C.' is defined in the Safe Drinking Water Act.
- b) A Lead Hand or Lead Hand O.I.C. is defined as an employee who will:
 - i. Be a working Lead Hand and shall be available to operate equipment that he is qualified to operate as well as perform Lead Hand duties.
 - ii. Assign and direct the carrying out of the work to be performed with regard to the quality of work and conduct of the crew.
 - iii. Ensure that the work is carried out in a safe manner.
 - iv. Advise and monitor the crew to ensure that the work is carried out in accordance with safety regulations and Township policy.
 - v. If required, ensure that time cards and any reports are completed and forwarded to the appropriate manager or staff person.
 - vi. Help to train new employees where the Lead Hand is qualified to conduct such training.
 - vii. Shall not discipline, recommend any sanction against any employee or be involved in any evaluation of any employee or act in contravention of any part of the Collective Agreement. When the Lead Hand or Lead Hand O.I.C.. observes conduct or behavior of subordinates that contravenes established rules and regulations or where an employee is working or acting in a manner that is unsafe or contrary to good working order and discipline, the Lead Hand or Lead Hand O.I.C. will report as soon as possible to the Supervisor such instance.
- c) A Temporary Lead Hand or temporary Lead Hand O.I.C. shall be appointed for.
 - i. The absence of the Lead Hand due to vacation, illness, etc., in excess of one (1) shift.
 - ii. Where the Township expects an employee to direct the work of other Township employees or other persons.

- d) The temporary Lead Hand or temporary Lead Hand O.I.C. shall be selected from amongst qualified employees within the respective work unit (Roads, Water/Waste Water, Recreation and **Community** Services) who are willing to perform the Lead Hand or Lead Hand O.I.C. duties on a rotational basis starting initially with the most senior employee. The temporary Lead Hand or Lead Hand O.I.C. shall be compensated at the Lead Hand Rate set out in Appendix 'A'. The Lead Hand premium shall be paid for no less than a full shift.
- e) "Available" shall be defined in Article 19.01 d. "Qualified" in this clause shall be defined by the current **Infrastructure** Services Department Equipment Qualifications List for Call-In.

19.07 Utilization of Senior Lead Hand

- a) When Lead Hand or Lead Hand OIC is assigned the responsibility of a Superintendent on a temporary basis for the purposes of vacation, holiday, illness, the extended absence, early morning winter patrol rotation, weekend coverage, or training by the Director or any other Management person, such position shall be considered to be and shall be called a "Senior Lead Hand". Such duties shall be over and above those set out in Articles 19.06 and shall be assigned only on a temporary basis for a term of no longer than three (3) months or 736 hours worked per Department per year. A longer time period may be set if mutually acceptable to both parties.
- b) The Senior Lead Hand shall not discipline, recommend any sanction against any employee, shall not be involved in any evaluation of any employee or act in contravention of any part of the Collective Agreement. When a Senior Lead Hand observes conduct or behavior of subordinates that contravenes established rules and regulations or where an employee is working or acting in a manner that is unsafe or contrary to good working order and discipline, the Senior Lead Hand will report as soon as possible to the Director such instance.
- c) The employee shall be paid a premium of two dollars (\$2) per hour above the employee's current rate of pay. This premium shall not apply to vacation or sick leave pay.
- d) The Senior Lead Hand shall not attend any meetings on behalf of the Manager where matters would be discussed that would in any way conflict with Articles 19.06 and the Collective Agreement.
- e) The Lead Hand position so vacated by the appointment of the Senior Lead Hand shall be back filled immediately on a rotation basis amongst those employees willing to perform the Lead Hand duties.
- f) The Senior Lead Hand who is authorized and scheduled for "weekend standby" to replace the manager shall receive compensation as per 18.05 (f). The period of

"weekend standby" shall be from Friday at 3:00 pm to the following Monday at 8:00 am. In addition, the Senior Lead Hand when called out shall be paid a minimum of three (3) hours at the appropriate rate.

19.08 Winter Plowing Operations

- a. One person will normally be used to operate a Township of Woolwich combination plow truck when spreading a sand/salt mix and while plowing the roadway. The wing plow will be deployed by the plow truck operator whenever possible.
- b. Notwithstanding the above, a plow truck operator shall not be required to operate a front plow in combination with a wing plow under all situations. A wing person will be used when:
 - i. Directed by the supervisor.
 - ii. The operator is uncomfortable performing the work without a wing person, but only under the following situation
 - iii. During poor visibility or severe weather conditions.
 - iv. When plowing settlement areas where there are many parked cars, horses and buggies or other obstacles in the way which require frequent adjusting and lifting of the wing plow, and where the roadway is too narrow to allow the safe passage of the plow truck with wing.
 - v. When high winging or benching snow banks.
 - vi. Where the number of obstructions such as guardrails, bridge abutments, mailboxes, traffic islands, turn lanes, laneways and poles requires frequent adjusting and lifting of the wing plow.
- c. All employees performing Winter Operations duties beginning on the closest Sunday to November 30th and ending on the Saturday closest to April 1st of each year will be paid a premium of **\$1.60** for each hour worked, subject to the following conditions:
 - i. The premium shall be paid on Statutory Holidays
 - ii. The premium shall not be paid to plow truck operators on sick leave, bereavement leave, vacation or leave of absence.
 - iii. The premium shall not be paid to employees from other departments in the Township assigned as wingmen. The premium will be paid to other employees from other departments who are assigned as plow truck operators.
 - iv. In addition, the Roads Operators will receive an additional premium of:

January 1, 2018

\$0.65 per hour

- d. The wing premium will be paid in addition to the employee's regular rate of pay. The premium shall be paid in recognition of the increased responsibility and skill required to operate the front plow in combination with the wing plow.
- e. Overtime shall be calculated on the employee's regular hourly rate as per Appendix "A" in the Collective Agreement. The wing premium will be paid to employees working overtime during the winter season, but the premium will not be at time and one half or double time.
- f. Management in Engineering Operations agrees to consult with the Union and staff on the finalization of the shift structure for each winter season, prior to the beginning of the winter season.
- g. Employees who operate snow plows will meet with **Infrastructure** Services management at least once prior to the winter season and at least once midway through the winter season to review plow routes and any equipment issues arising from one person plow operations.
- h. No Engineering Operations employee shall be laid off as a result of the operation of plow trucks (with front plow and wing plow) without the assistance of a wing person.

ARTICLE 20 - ABSENCE FROM WORK

- 20.01 Employees who are unable to assume their normal duties on any working day must notify the Township at least one (1) hour prior to the commencement of their scheduled day shift and/or at least four (4) hours prior to the commencement of their scheduled evening or night shift.
- 20.02 An employee who is absent by reason of illness and whose absence is in excess of two (2) working days, may be required to furnish a medical certificate from a duly qualified practitioner for each such absence. This certificate is to be submitted to the Supervisor by the employee prior to commencing his work assignment. Employees must notify their Supervisor at least the day before the start of his shift of his intentions to return to work.
- 20.03 The Township shall have the right at any time to require that an employee who is absent on account of sickness to be examined by a medical examiner selected by the Township. The Township shall cover any costs incurred in order to comply with this article.

If the employee is not satisfied with his rating following such an examination, he will have the right to be examined by his own physician. If the report of the employee's physician is contrary to the first report, the employee will be examined by a third physician satisfactory to both parties. The third physician will be requested to complete the standard medical examination but will not be informed of the reason for such examination.

The results of such examination shall not be disclosed to the Township without the consent

of the employee, who may wish to use the same in support of a claim for special consideration. If the employee allows the results to be disclosed to the Township, a decision of the majority shall be binding. If the employee does not allow the results to be disclosed to the Township, the decision of the physician used by the Township shall be binding.

ARTICLE 21 - SAFETY

- 21.01 The Township shall observe all reasonable precautions and provide necessary safety devices or appliances that may be required for the protection of its employees and first-aid equipment will be placed at all strategic locations. All employees shall observe all safety precautions and practices.
- 21.02 The Occupational Health and Safety Terms of Reference signed by the parties shall be as set out in Appendix a."
- 21.03 No Woolwich Township employee shall be permitted to operate any equipment or perform any job duties for which they have not been fully trained, tested and have demonstrated the requisite proficiency.

ARTICLE 22 - CLOTHING AND EQUIPMENT

22.01

- a) Employees will select their clothing using the Work Clothing Order Form as outlined in Appendix C of this Agreement. Employees have the option of selecting any of the items contained in the order form provided the total point value does not exceed the total points allowed. The point value of each item of work clothing and the total points shall remain the same for the duration of the collective agreement regardless of the actual cost. **Employees are provided 350 points annually.**
- b) Unused points cannot be carried forward from year to year.
- c) Items listed on the Work clothing Form can be amended from time to time only by mutual agreement of the Township and the Union. **Any additional staff requests for items outside of the Work Clothing Order Form will require approval from management and cost will be taken at a dollar value (each dollar spent will equate to 1 point)**
- d) All clothing will be issued from the supplier selected by the Township (**in consultation with the Union**). **The Township and the Union will meet on an annual basis to consult.** The completed order form will be delivered by the employee to the Township by the first week of December. The authorized form will be returned to the employee in January of the following year In order for the employee to present to the supplier.
- e) The **Infrastructure** Services Department shall supply employees with one (1) pair of Hi-Viz safety insulated coveralls and one (1) pair of Hi- Viz safety coveralls to be replaced as required upon presentation of the worn-out coveralls to the supervisor.

The Recreation and **Community** Services Department shall, upon request, supply employees with one (1) pair of Hi-Viz safety Insulated coveralls and one (1) pair of Hi-Viz safety coveralls to be replaced as required upon presentation of the worn-out coveralls to the supervisor.

- f) **A winter jacket will be provided for new employees (outside of the allowance). For all other employees, replacement, if required, will be on presentation of worn-out jacket to the supervisor, up to a value of \$250. If employees choose a winter jacket worth more than the \$250, employees may use their points to compensate the extra cost. The \$250 is the jacket that is currently on the list, or equivalent.**
- g) Seasonal employees scheduled to work more than three (3) months will be given HALF the point allowance for the purchase of shirts, pants and/or coveralls. Such purchases are to be made within one (1) month of date of hire.
- h) Employees will not be permitted to wear clothing at work that does not conform to the above.
- i) Failure to wear the specified clothing may result in performance and disciplinary action.
- j) Within the **Infrastructure** Services Department, the Township will provide cleaning for the employees outer wear that is heavily soiled in the opinion of the Superintendent.
- k) The employees shall be provide with the following items of clothing as required:
 - i. Waterproof rain suit in accordance with the assigned work;
 - ii. Necessary clothing or PPE (Personal Protective Equipment) in accordance with assigned work.
- l) Clothing supplied for the Recreation and **Community** Services employees shall be cleaned at the expense of the employee. Approval may be granted by an employee's direct Manager for professional cleaning if necessary.
- m) The colour of the clothing will be determined by the applicable Departments. Uniforms that incorporate an overall Hi-Viz garment or a Hi-Viz component to the garment will be given priority during the selection process by the Township in consideration of Article 21.01.
- n) Corporate logos or added Hi-Viz strips will be at the direct expense of the Township and not part of the allotted clothing points.
- o) Shorts may be worn if approved by the Manager provided that they meet the

specification of the Township. The following criteria are to be met when wearing short pants:

- i. Only the selected supplier's short pants will be permitted to be worn.
- ii. The short pants selected will provide a reasonable length. As a guideline, approximately 2 inches above the knee and must have a hem. Alterations in the leg length will not be permitted nor will employee owned shorts
- iii. Necessary safety requirements are to be met and if short pants are deemed by management to be inappropriate in specific areas or situations, they will not be worn
- iv. All staff wearing short pants will have in their possession suitable long pants or coveralls to put on in the event their work changes during the work day to an activity not suitable for short pants

See attached Work Clothing Order Form - APPENDIX "C"

- 22.02 All employees permanent or temporary shall be reimbursed by the Township for the purchase of a single pair of CSA approved, Grade 1, Green Patched safety footwear. Approved rubber boots, galoshes or overshoes will be purchased for the employee as required by their job occupations.

Footwear replacement - The Manager may authorize an employee to purchase replacement footwear where, in the opinion of the Manager, the employees' boot issue has become worn out though normal usage o the job.

- 22.03 The employee shall receive reimbursement for the purchase price of such replacement boots to a maximum of:

Date of Ratification	\$220
January 1, 2023	\$225
January 1, 2024	\$230

On the following conditions:

- a) The approved footwear purchased is a CSA approved, Grade 1 steel toe and shank shoe or boot.
- b) A satisfactory proof of purchase or bill of sale is supplied to the Township showing the type of approved footwear and the total price paid.
- c) Employees may purchase their appropriate footwear through a purchase order/voucher at the appropriate suppliers of the employer.

If the approved CSA footwear are not a Grade 1 (Green Patch/Seal), the Township shall not reimburse the employee for such purchase and the employee will be instructed to purchase only the approved footwear as such approved footwear must be worn at all times at any Township work site/workplace.

- 22.04 An employee who is issued safety boots and whose employment is terminated for any reason prior to the completion of eight (8) weeks of continuous service, shall have the costs of the safety boots deducted from his pay.
- 22.05 Clothing provided by the Township must be worn while on duty, but only when on duty and for travel to and from work.
- 22.06 When an employee is successful in a job posting to another department, they shall be provided with any clothing items required for the new job from the Clothing Order Form.

ARTICLE 23 - PENSIONS, SICK LEAVE AND WELFARE BENEFITS

23.01 Employee Benefit Program

The Township will pay one hundred per cent (100%) towards the cost of the following benefits, which must be read subject to the conditions of the carriers:

1. Ontario Health Insurance Plan (CHIP).
2. Group Life Insurance Plan - Equivalent to two (2) times annual earnings to the nearest one thousand dollars (\$1,000) that is higher.
3. Extended Health Care Plan - One hundred percent (100%) paid after deductible satisfied.

Main coverages are:

- Drugs - Ten dollars (\$10) dispensing cap on prescriptions
Mandatory Generic Substitutions for Drug Formularies

Charges in excess of the lower priced equivalent drug will not be covered unless specifically approved by the Carrier. To assess the medical necessity of a higher priced drug, the Carrier will require the covered person and the attending doctor to complete and submit an exemption form. The Employer commits to advocate for the Employee should the Carrier unreasonably deny coverage.

- Ambulance
- Private Duty Nurses
- Artificial eyes, limbs - trusses, braces, crutches, etc.
- Rental of an iron lung, hospital bed, wheelchair
- Osteopaths, psychologists to a maximum of seven hundred and fifty dollars (\$750) in a calendar year.
- Chiropractor- Maximum of seven hundred and fifty dollars (\$750) per calendar year. Note the difference between the cost of each treatment and the amount

carried by CHIP shall be paid by the insurance carrier out of the annual limit.

- Massage Therapist - Maximum of one thousand and one hundred dollars (\$1100) per calendar year.
- Anesthetic – blood plasma – oxygen
- Vision Care (eyeglasses) Includes eye examination and/or laser eye surgery in current maximum coverage, every (2) two years to a maximum of four hundred and fifty dollars (\$450)
- **Management will cover the cost of prescription safety glasses outside of the normal eyeglass coverage, every 24 months. Employees will use the optometrist service selected by the Township.**
- Hearing Aids: prescribed - maximum of nine hundred dollars (\$900) once in every three (3) consecutive calendar years for every insured person. Audiology examination is included in current maximum coverage

4. A Long-Term Disability Plan that pays:

Seventy-five percent (75%) of your normal monthly salary (to a maximum of **\$5100**), if you are incapable of performing any kind of work because of illness, etc. after a seventeen (17) week (one hundred and nineteen (119) calendar days) waiting period, or when your sick leave credits are exhausted.

5. The Township will continue to provide a Dental Plan through a carrier of the Township's choice with a combined annual maximum cap of three thousand and five hundred dollars (\$3,500) for basic preventative and major restorative dental care at the current ODA schedule as amended from time to time. The dental recall is amended to nine (9) months for adults only. A restorative dental care of fifty-fifty (50/50) reimbursement will be continued.

Orthodontic Care - eligibility limited to employee's children less than nineteen (19) years of age. Costs are split fifty-fifty (50/50) between employee and insurance carrier. The costs to insurance carrier are not to exceed Twenty-two hundred and fifty dollars (\$2,250.00) lifetime maximum.

6. The Township may change carriers from time to time provided that benefits will at least be equivalent to those now in effect. This does not apply to OHIP or to any other plan mandated by law.

BENEFITS TO **EARLY** RETIREES

The Township will pay one hundred per cent (100%) of the premium cost of Extended Health Care and Dental coverage for an employee voluntarily electing to retire **before the age of sixty-five (65) and within ten (10) years of their sixty-fifth (65) birthday. The retiring employee must have a minimum of ten (10) years continuous employment with the municipality at the time of retirement to be eligible for this program.**

The benefits provided include Ontario Health Insurance Plan (OHIP), the Extended Health Care Plan in effect at the time of retirement, and the Dental Plan in effect at the time of retirement. Any future enhancements or additions to the benefit plans would be at the discretion of the Township and will apply to retirees on the date of the change.

The above employee benefit coverage ends at age sixty-five (65), or in the event of the death of the retired employee where death precedes the employee's sixty-fifth (65) birthday, whichever is earlier.

SICK LEAVE PLAN

Employees will earn one and one half (1 ½) days per month of sick time. Unless provided in the collective agreement, sick leave will be as per the Corporate Human Resources Policies and Procedures. Employees hired after January 1, 1987 are excluded from eligibility for payout for sick leave credits.

EDUCATIONAL UPGRADING

The Employer shall pay the cost of an academic or technical course approved by the Employer. If an Employee's application for approval is denied, the Employee shall be given a reason in writing.

EMPLOYEE'S PENSION FUND

All permanent full-time employees must participate in the Ontario Township Employee Retirement System (OMERS). Temporary and part-time employees are not eligible for participation in OMERS. Contributions to the OMERS plan are in accordance with the rules and regulations of the plans as amended from time to time.

LOSS OF EMPLOYER CONTRIBUTION TOWARDS BENEFIT PLANS

The Township will contribute one hundred percent (100%) of the premium costs of the employee benefit program when an employee is off unpaid as a result of sickness or disability (but not including suspensions or absences covered by Worker's Compensation) to a maximum of six (6) months from the last day worked.

- 23.02 Temporary employees, upon completion of three (3) months of service will receive all benefits one hundred per-cent (100%) employer paid, except LTD. Temporary employees upon completion of seven (7) months service will receive coverage for LTD benefits.
- 23.03 Employees will be granted five (5) family emergency days to be allocated from their sick leave bank under the following provisions:
- i. These family emergency days will be for employees who cannot attend work due to the illness of a relative of the employee who is dependent on the employee for care or assistance.
 - ii. All requests for family emergency days use must be made to the employee's supervisor or management designate directly and may not be granted by any other employee. Whenever possible, advance notice of need would assist in managing workplace requirements. At a minimum the provisions of Article 20.01 apply providing notice of absence of work.
 - iii. Family emergency days are not to be viewed or used as additional vacation.

- iv. Family emergency days may be used in amounts of no less than one (1) hour
- v. At no time will additional credits be given for unused family emergency days and no more than five (5) days will be granted
- vi. Unused family emergency days will remain as part of the annual accrual of sick days;
- vii. Family emergency days will be recorded on the time card as such in the location and form prescribed by payroll.
- viii. If additional family emergency days are required by the employee they will be taken as vacation, floater or time-in-lieu.

ARTICLE 24 - COPIES OF AGREEMENT

24.01 The Township will provide sufficient copies of the Agreement in a mutually acceptable booklet form for all current and new employees, within four (4) months of ratification.

24.02 Bulletin Boards

Bulletin boards shall be provided in each designated Township facility where employees report to work. The Union shall have the right to post general notices of Union activities but shall not, however, post notices of a political, civic or personal nature.

ARTICLE 25 - EMPLOYEE TRAINING AND DEVELOPMENT

25.01 If the Township was not able to make available to an employee required training for their position in the time periods provided in Appendix "A" then the lack of training courses or certification achieved by the employee shall not be available as an excuse by the Township to delay or prevent an employee from advancing from one level to another in any progressive classification (e.g.; Water/Waste Water Operator, Roads Operator, Facilities Attendant) within the time periods stated in Appendix "A".

The lack of training courses or certification shall not be utilized by the Township to delay or prevent an employee from advancing from one level to another in any progression classification (eg; Water/Waste Water Operator, Roads Operator, Facilities Attendant) in the time periods stated in Appendix "A" if the Township was not able to make the required training available in the given time periods provided in Appendix "A".

25.02 The Township is committed to the improvement of job training, education and skills of its employees. When the employee expresses an interest in securing training in his progression classification or in another progression classification the employee shall make such request to his supervisor or manager. The employer shall retain such requests and implement training as deemed necessary.

ARTICLE 26 - DEFINITIONS OF EMPLOYEES

26.01 Probationary Employees

A probationary employee is one who has not completed three (3) months of continuous service or sixty (60) actual days worked whichever is greater, but who will be appointed to the permanent staff upon the successful completion of three (3) months of continuous service or sixty (60) actual days worked, whichever is the greater. A probationary period may be extended to a maximum of an additional three (3) months of continuous or sixty (60) actual days worked upon mutual acceptance by both parties.

26.02 Permanent Full-Time Employees

A permanent full-time employee is one who has satisfactorily completed his probationary period of employment or who has completed more than seven (7) continuous months of service as a temporary employee.

26.03 Temporary Full-Time Employees

A temporary full-time employee is one who has been hired to work the regular number of hours (40) in the department for a specified period of time of seven (7) continuous months or less to perform work that is strictly seasonal in nature or of short duration; or to replace employees who are absent due to illness, injury or leaves of absence under this agreement. Temporary full-time employees and part time employees shall not be subject to the benefits of this Agreement, except as otherwise expressly provided for in this Agreement or required by law.

26.04 Part-Time Employees

A part-time employee is one who has been hired to regularly work no more than twenty-four (24) hours per week.

ARTICLE 27 - GENERAL CONDITIONS AND BENEFITS

27.01 Early Retirement Age

Early retirement is the date, usually the end of the month, in which an employee elects to retire prior to the age of sixty-five (65). This date cannot be more than ten (10) years earlier than age sixty-five (65) in accordance with the OMERS retirement program.

ARTICLE 28 - RATES OF PAY AND CLASSIFICATIONS:

28.01 Rates of pay and classifications shall be as set out in Appendix "A".

ARTICLE 29 - PERSONNEL FILE AND REMOVAL OF DISCIPLINARY DOCUMENTS

29.01 No disciplinary document shall be placed on the employee's file which has not been first shown and a copy given to the employee. An employee, or their representative with the employee's authorization, shall have the right of access to, make copies, and review their personnel file. The employee shall have the right to respond to any document in the personnel file, and such reply shall be part of the record.

29.02 Verbal and/or written warnings, letters of suspension and disciplinary documents shall be removed from the employee's file after two (2) years from the date of the infraction(s).

29.03 A copy of all disciplinary letters and letters of counsel given to employees shall be sent to the Chief Steward, the Recording Secretary of the Union and the CUPE Representative.

29.04 The Township of Woolwich's performance appraisal system provides a framework for positive and constructive communication between an employee and their supervisor/manager regarding the employee's job performance. When the supervisor/manager intends to conduct a performance appraisal meeting with an employee, the supervisor/manager must give the employee at least five (5) working days' notice. Performance appraisal meetings shall be attended only by the supervisor/manager and the employee.

The employee shall be given a copy of any performance appraisal before the employee is required to sign it and before it is placed in the employee's file. The employee shall have the opportunity to respond in writing to any of the supervisor/manager's comments and such response shall form part of the performance appraisal. Job expectations and goals for the upcoming year may be discussed, but the employee shall not be required to make or sign any undertaking regarding the employee's future work performance.

The content of the performance appraisal is for personal growth and development and will not be used as the basis for discipline and shall not be used when an employee is being considered for a job posting, or to adversely affect the employee.

The parties agree to use the Performance Appraisal Form dated November 2021 (Appendix "D"). This form can only be changed through the mutual agreement of the parties.

ARTICLE 30 - JOB SECURITY

- 30.01 No full-time position shall be replaced in whole or in part by the use of one or more part-time employees. No full-time employee shall be laid off while there are any temporary, student or part-time employees retained by the Township in work in which the employee is qualified to perform.
- 30.02 The employer agrees to notify the union as far in advance as possible before introducing any new technological or other changes of methods of operations which might affect the employees' rights, conditions of employment, wage rates or workloads.
- 30.03 Where new or greater skills are required by the Employer than are presently possessed by the affected employees, such employees shall be afforded the opportunity to be trained by and at the expense of the Employer. Employees will take training offered by the employer that is applicable to their job. Training opportunities for new or greater skills for a bargaining unit position will be offered by the Township to the most senior employee qualified considering the normal qualifications for and requirements of a job posting.
- 30.04 Should a plan be approved to merge, amalgamate or combine any of the Township of Woolwich's unionized operations or functions with another Township or private sector employer, or transfer, convey or lease any of its unionized operations or function to another Township or private sector employer, the Corporation will contact the Union immediately.

The Township and Union representatives will meet, without delay to discuss the Township's decision. The Township will meet with the new Township employer or private sector employer in order to discuss the retention of seniority rights, salary and wage levels, vacation and premiums, for each employee who will be transferred to the other Township employer or private sector employer.

- 30.05 The Township recognizes the existing seniority and bumping rights inherent in Article 8 of the agreement. In negotiating any transfer of a portion of the unionized operations or functions to another Township employer, the Township will in any negotiations advocate for the ability of the employees who are transferred to a successor employer and who will not be retained in employment by the successor employer to elect to exercise their bumping rights within the Township's bargaining unit provided this occurs within a reasonable period of time from the date of the original transfer. As soon as any negotiations begin the Township will hold meetings with the Union to discuss how this clause will be further applied.

ARTICLE 31 - LOSS OF DRIVER'S LICENSE

31.01

- a) Should an employee have their driver's license suspended, be prohibited from operating a motor vehicle pursuant to the Criminal Code of Canada and/or lose their driver's license for any reason, the employee shall report such suspension, prohibition or loss to their supervisor immediately prior to working their next shift and in writing within three (3) working days to the Department Head. The Township will meet with the employee and Union representatives to discuss any required action and will reassign the employee if reasonably possible to work where a license is not an essential part of the job. If required, the Township may assign work to the affected employee that is normally performed by any part time employees in order to attempt to ensure a full week's work. The affected employee's work shifts may be affected.
- b) If there is no work that is reasonably available, the employee may be laid off for the duration of the license suspension, prohibition from operating a motor vehicle pursuant to the Criminal Code of Canada, or loss of driver's license for any non-medical reason. The employee shall be recalled to their previous position upon the reinstatement of his driving privileges.
- c) In the event that an employee loses their license or driving privileges due to medical reasons they will be accommodated under the 'duty to accommodate' requirements of the Human Rights Code (Ontario).
- d) No employee shall be disciplined for the reason of loss of driver's license, unless such loss of license or driving privileges occurred with the operation of a Township vehicle or during work hours.

31.02 Where it is a requirement of the position(s) for an employee to hold a DZ license or greater, the employer shall pay for the cost of the employee's required medical examination in order to maintain the required license in good standing. This payment is conditional on the employee submitting a proper receipt for the medical examination.




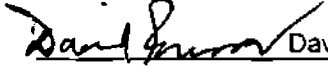
ARTICLE 32 - TERM OF AGREEMENT

32.01 The Agreement shall become effective as of the 1st day of January **2022** and shall remain in force until the 31st day of December **2024** and thereafter it shall be automatically renewed provided notice to revise, amend or terminate is given by one party to the other within the period of ninety (90) days before the expiry date of this Agreement.

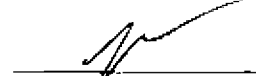
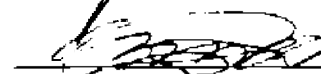

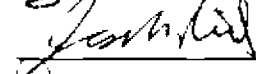
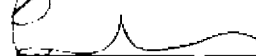
In the event that notice of such proposed revision is given, the parties agree to exchange negotiation dates within ten (10) working days after the giving of notice of revision. In any event, the parties shall commence negotiations and exchange proposals within thirty (30) calendar days of the giving of notice of revision.

Signed on this day of ____ in the month of _____, 2023.

For Woolwich Township:

 Thomas van der Hoff
 Richard Petherick
 Carter Maguire
 David Brenneman

For CUPE Local 1542:

 Shawn Johnson
 Chris Roth
 Devan Scheeringa
 Jason Riley
 Bev Newman

APPENDIX "A" - WAGE SCHEDULE

Job Title	Rate of Pay		
	01/01/22	01/01/23	01/01/24
Water and Waste Water O.I.T. <ul style="list-style-type: none"> • DZ License is required • Grade 12 Education, or equivalent • Completion of, or enrolment in, "Operator in Training" program as defined by MECP in Water (Distribution and Supply) and Wastewater (Collection) program • The Operator in Training program must be completed within 24 months of hire 	\$28.47	\$29.32	\$30.02
Water and Waste Water Operator Class 1 <ul style="list-style-type: none"> • Movement from Water and Waste Water O.I.T. to Water and Wastewater (Distribution or Distribution and Supply) and Wastewater (Collection) Operator Class 1 will occur when: <ul style="list-style-type: none"> ○ DZ license must be maintained ○ Successful completion of Class 1 certification MECP Water (Distribution or Distribution and Supply) and Wastewater (Collection) program or an employee possess a valid Class 2, or greater, in Water (Distribution or Distribution and Supply) or equivalent as outlined by the MECP 	\$31.89	\$32.82	\$33.58
Water and Wastewater Operator Class 2 <ul style="list-style-type: none"> • Movement from Water and Wastewater (Collection) Operator Class 1 to Water (Distribution or Distribution and Supply) and Wastewater (Collection) Operator Class 2 will occur when: <ul style="list-style-type: none"> ○ DZ license must be maintained. ○ Successful completion of Class 2 certification MECP Water (Distribution or Distribution and Supply) and Wastewater (Collection) or equivalent as outlined by the MECP 	\$34.64	\$35.62	\$36.45
Roads Operator 1 <ul style="list-style-type: none"> • DZ License is required • Grade 12 education or equivalent • Completion of training or previous experience in operation of tandem trucks 	\$27.84	\$28.68	\$29.36

Roads Operator 2 <ul style="list-style-type: none"> • Movement from Roads Operator 1 to Roads Operator 2 will occur when: <ul style="list-style-type: none"> ○ DZ License must be maintained ○ Completion of training or 2 years previous experience in operation of tandem trucks and at least one of: backhoe, grader, sweeper or related equipment 	\$28.57	\$29.43	\$30.13
Facilities Attendant 1 <ul style="list-style-type: none"> • G License required 	\$26.41	\$27.22	\$27.87
<ul style="list-style-type: none"> • <u>Grade 12 education or equivalent</u> 			
Facilities Attendant 2 <ul style="list-style-type: none"> • Movement from Facilities Attendant 1 to Facilities Attendant 2 will occur when: <ul style="list-style-type: none"> ○ Individual has demonstrated 1 year relevant experience ○ G License must be maintained ○ Completion of ORFA basic refrigeration course or equivalent 	\$27.70	\$28.54	\$29.22
Water and Wastewater Lead Hand	\$36.64	\$37.62	\$38.45
Roads Lead Hand	\$30.57	\$31.43	\$32.13
Facilities Lead Hand	\$29.70	\$30.54	\$31.22

Note 1

Probationary employees and temporary full-time employees will receive seven and one-half (7.5%) less than the regular permanent rate of classification in which they are employed until the completion of three (3) months continuous service or sixty (60) actual days worked, whichever is the greater, when they will commence receiving the regular permanent rate.

Note 2

"Relevant experience" as used in the job requirements in Appendix "A" above shall continue to be interpreted to include the total of an employee's relevant work experience prior to commencing employment with Woolwich Township along with any relevant experience gained in their position with Woolwich Township

APPENDIX "B" - HEALTH AND SAFETY TERMS OF REFERENCE

PREAMBLE

1. It is a requirement of the Occupational Health and Safety Act to establish a Health and Safety Policy, which should encourage the active participation of all employees in the prevention of accidents and the promotion of occupational health and safety in the workplace.
2. The Township of Woolwich and C.U.P.E. Local 1542 have established a Joint Health and Safety Committee under the Occupational Health and Safety Act and have reached an understanding as to the terms of reference for the composition, practice and procedure thereof.
3. The parties acknowledge that a Joint Health and Safety program can only be successful where everyone in the workplace is committed to these responsibilities. Therefore, the parties undertake to co-operate in ensuring that these Terms of Reference and the full intent of the Occupational Health and Safety Act will be carried out by their respective organizations.
4. The parties hereto adopt these Terms of Reference in good faith and agree to promote and assist the Joint Health and Safety Committee and committee members by providing such information, training and assistance as may reasonably be required for the purpose of carrying out their responsibilities.

GENERAL

- 1.0 These Terms of Reference provide a framework for the effective functioning of the Joint Health and Safety Committee however, they do not limit the functions of the Joint Health and Safety Committee. References can be made to the Occupational Health and Safety Act and its Guidebook.
- 1.1 The Joint Health and Safety Committee (referred to hereafter as the "Joint Committee") will not be empowered to amend, alter, subtract from or add to, any of the terms of the Collective Bargaining Agreement.
- 1.2 All employees will be encouraged to discuss their occupational health and safety concerns with their immediate supervisor before bringing it to the attention of the Joint Committee.
- 1.3 Joint Committee members thoroughly investigate all complaints and will ensure the factual basis of an unresolved health and safety concerns brought to their attention. All resolutions will be reported in the minutes.
- 1.4 All Joint Committee members and alternates shall keep confidential all Medical and Trade Secret information.
- 1.5 The Joint Committee shall review this document, at least annually, and recommend revisions as required, to ensure continued compliance with the Occupational Health and Safety Act and applicable legislation, as amended.

- 1.6 Any amendments, deletions or additions to this document which affect the composition or function of the committee must have the consensus of the total Joint Committee and shall be set out in writing and forwarded to the President of C.U.P.E. Local 1542, the Chief Administrative Officer and the Inspector for comment and Ministerial approval prior to being attached as an Appendix to these Terms of Reference.
- 1.7 This Terms of Reference represents the Joint Health & Safety Committee for the Township of Woolwich and C.U.P.E. Local 1542 and provides representation for the facilities outlined in the Appendix of this document. The Appendixes of this Terms of Reference will be amended from time to time as Committee members and facilities locations are changed.

STRUCTURE OF THE JOINT COMMITTEE

- 2.1 The Joint Committee shall consist of **six (6)** members; **three (3)** members selected by the employer and **three (3)** members selected by C.U.P.E. Local 1542, one from **Infrastructure** Services and one from Recreation and **Community** Services. Alternates may be allowed; however, they shall only be used in situations with the approval of the Co-Chairpersons.

The term of office for both workers and management shall rotate on the following sequence:

One (1) term of office shall rotate on a two (2) year term of office and the second term of office will rotate on a one (1) year term of office.

Representatives will have the opportunity to extend their membership on the Joint Health and Safety Committee with renewable terms with the agreement of C.U.P.E. Local 1542 and management.

- 2.2 Committee meetings will be held monthly save and except July and August with the first regularly scheduled meeting in January of each year or as agreed by the committee members. The Co-Chairs will determine in advance the actual dates, times and locations of the meetings. Emergency and additional meetings may be called at the request of the Co-Chairs. The Co-Chairs must approve any changes to the meeting schedule
- 2.3 There shall be two Co-Chairpersons, one (1) from the employer and one (1) from C.U.P.E. Local 1542 who shall alternate the chair at meetings. Chairpersons will be in office for a period of 2 years at which time their office will be reviewed by the Committee.
- 2.4 The functions of the Co-Chairs are as follows:
- Provide the leadership role for conducting any function of the JHSC.
 - Skillfully chair JHSC meetings through knowledge of group dynamics,
 - Ensure that any health and safety issue is thoroughly examined by all members of committee,

- Ensure that consensus is reached on important matters,
 - Review and sign off on the meeting agenda having canvassed all members for input,
 - Review and co-sign minutes and;
 - Review, co-sign and submit recommendations, memos, letters, etc to appropriate level of management on behalf of the committee
- 2.5 A Co-Chairperson may invite, with the consent and approval of his/her counterpart, any additional person(s) to attend the meeting to provide additional information and comment, but they shall not participate in the regular business meetings.
- 2.6 The Township shall ensure that the Joint Committee shall have a minimum of two (2) certified members; one (1) representing the employer and one (1) representing C.U.P.E. Local 1542. Should a member leave the Committee, the replacement member will receive the appropriate certification training as soon as possible upon appointment to the Committee.
- 2.7 The names of the Committee members will be posted at the following locations:
- Township Office
 - Arenas (2)
 - Woolwich Memorial Centre
 - Woolwich Township Arena
 - Works Yards (2)
 - Pool Breslau Community Centre

FUNCTIONS OF THE JOINT COMMITTEE

- 3.1 Worker and management members selected to the Joint Health and Safety Committee should serve a minimum of two (2) years. Certified worker and management members should serve a minimum of three (3) years.
- 3.2 In addition to the functions outlined in the applicable sections of the Occupational Health and Safety Act and to attain the spirit of the Act, the Joint Committee shall:
- a) Identify, evaluate, and recommend a resolution of all matters pertaining to health and safety in the workplace to the appropriate Department Director and SMT.
 - b) To recommend adequate education and training programs in order that all employees are knowledgeable in their rights, restrictions, responsibilities and duties under the Occupational Health and Safety Act.
 - c) To address matters related to all Regulations such as Designated Substances, WHMIS, regulations under the Occupational Health and Safety Act.
 - d) Deal with any health and safety matter that the Joint Committee deems appropriate.

3.3 Inspections

The Joint Committee members who represent workers shall designate one (1) or more of the members representing workers (or alternates) to inspect the physical condition of the workplace(s) at least once a year. Where and when possible, a management person shall accompany the worker member(s). The inspections shall be conducted in accordance with a schedule established by the Joint Committee, and the Committee shall ensure that all workplaces are inspected at least once a year. Joint Committee members from one committee may accompany members of another committee to make a workplace inspection.

3.4 All occupational health and safety concerns raised during the physical inspection will be recorded on an appropriate workplace inspection form and signed by member(s) performing the inspection.

3.5 The workplace inspection form will be forwarded to the Co-Chairs of the Health and Safety Committee, administrative assistant, the Department Director and Union within seven (7) days of the area(s) being inspected. The workplace inspection form shall be placed with the minutes of the Committee. Where Hazard Observations reports have been completed copies must be given to the Co-Chairs JHSC and Directors for the representative area and must be followed up monthly by the Joint Health and Safety representative until the safety hazard has been resolved.

3.6 Recommendations of the Joint Committee

The Chief Administrative Officer or appropriate Department Director shall respond in writing within twenty-one (21) days to the Co-Chairpersons with regard to written recommendation(s) of the Joint Committee by giving their assessment of the problem and outlining the person(s) responsible for resolving the matter along with a timetable for implementing the recommendation(s) with which the employer agrees. If the employer disagrees with or does not accept any recommendation(s), reasons for the disagreement will be stated.

3.7 Accidents

The Joint Committee will designate the certified member and/or other committee member if required, chosen by those they represent, to investigate all serious workplace accidents as well as incidents that have the potential for a serious accident, e.g., critical, or death shall be reviewed by the members so chosen and investigated if deemed warranted by mutual determination of the Co-Chairs. The inspection team will be responsible for overseeing that the requirements prescribed in Section 51 and 52 of the Occupational Health and Safety Act are carried out.

3.8 Accident reports shall be provided to the Joint Committee as part of their monthly agenda package.

3.9 Other

The Joint Committee will designate the certified member and/or other committee member if required, chosen by those they represent, to accompany the Ministry of Labour Inspector while carrying out Ministry inspections of the Workplace.

The members of the committee representing workers shall designate a certified member or other committee member if required, to attend work refusal investigations. The Director will be informed in writing of the name(s) of the worker(s) so designated; and when possible it shall be the certified member.

- 3.10 The Joint Committee shall be consulted concerning proposed workplace testing strategies related to occupational hygiene. A worker member of the Joint Committee shall be entitled to be present at the beginning of such testing. A worker member shall also be present at the beginning of testing any equipment, machine, device, article, thing or material or biological, chemical or physical agent in or about a workplace; and when possible it shall be the certified member.
- 3.11 The Township of Woolwich and C.U.P.E 1542 agrees that the certified members have unilateral work stoppage authority. The procedure to be adopted shall be as set out in the Occupational Health and Safety Act, section 47 (1)(b) - (7). Unilateral work stoppage authority shall be used only when "dangerous circumstances" exist as defined in section 44 (1) (a-c) of the Occupational Health and Safety Act.

JOINT COMMITTEE MEETINGS

4.1 Agenda

The Co-Chairs will jointly review an agenda and forward a copy of the agenda to all Joint Committee members at least one (1) week in advance of the Meeting.

- 4.2 The Joint Committee may only consider such occupational health and safety issues as have been listed on the agenda or have been agreed upon at the commencement of the meeting.

- 4.3 All items raised from the agenda in meetings will be dealt with on the basis of consensus. All items that are resolved or not will be reported in the minutes and unresolved items will be placed on the agenda for the next meeting.

- 4.4 Committee members shall be entitled to one (1) hour or such longer period at time as the Joint Committee determines is necessary to prepare for each Joint Committee meeting.

4.5 Quorum

The Joint Committee meeting shall have a quorum of fifty per cent plus one (50%+1) members present in order to conduct business. One (1) Co-Chair must be present in order to conduct business and chair the meeting. The number of employer members shall not be greater than the number of worker members, and vice versa. If there is no quorum, discussions of agenda items may proceed but no recommendations are made. The co-

Chairs may also cancel the meeting at their discretion.

Absenteeism of a committee member shall be investigated by the Co-Chairs and recommendations made regarding their continued membership of the committee. Committee members are expected to attend the full length of committee meetings.

Minutes

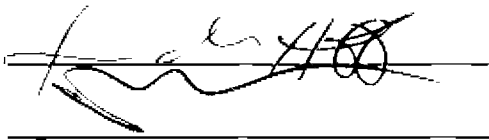
The Township will provide or designate a secretary for the meeting to take minutes; and be responsible for having the minutes typed, circulated; and filed within ten (10) working days of the meeting, or as the Joint Committee may from time to time instruct. Minutes of meetings will be reviewed, edited where necessary by the Co-Chairs, then signed and circulated to all Joint committee members and a copy forwarded to the Chief Administrative Officer. A copy of the minutes will also be displayed in a conspicuous place in the workplace (See 2.6 for locations). Agenda items will be identified by a reference number and be readily available in a proper filing system. Names of Joint Committee members will not be used in the minutes except to record attendance, or for the purpose of receiving specific direction from the Joint Committee.

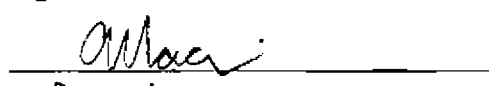
- 4.6 The Joint Health and Safety Committee will meet at least four (4) times per year.
- 4.7 The Joint Health and Safety Committee will reach decisions by consensus.

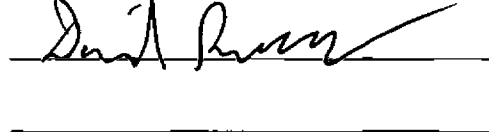
JOINT COMMITTEE MEMBER ENTITLEMENTS

- 5.1 All time spent in attendance at Joint Committee meetings or in activities relating to the Function of the Joint Committee will be paid for at the member's appropriate rate of pay in accordance with the Occupational Health and Safety Act for performing work; and the time spent is to be considered as time at work.

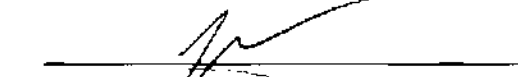
For Woolwich Township:




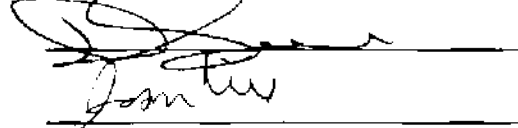





For CUPE Local 1542:









APPENDIX “C” - WORK CLOTHING ORDER FORM

Style # or equivalent	Description	Colours	QTY	SIZE	Point Value
PC-016	Sweatshirt W/YLW Body/SLVR Sleeve	HI VIS Yellow			49
1AAGDK-HVJL01	Dakota HI-VIS T-MAX Freezer Jacket	Yellow/Orange			81
1AAADK-BTSC001	Dakota Stretch Twill Cargo Pant	Navy			40
3551	Reflective/Hooded Sweatshirt	Yellow W/Ref, Orange W/Ref, Navy, Green			50
3550	Reflective Poly Cotton Hoodie	Yellow W/Ref, Orange W/Ref			50
6006	Viking S/S Poly Safety T-Shirt	Yellow W/Ref, Orange W/Ref			20
555	HI-VIS Button Front Work Shirt	Yellow W/Ref, Orange W/Ref			45
C30020	Dakota US Rouge Shirt	Navy			30
C30022	Dakota S/S T-Shirt	Navy			28
6420J	Viking HI-VIS Hooded Zip Sweatshirt	Fluor. Green W/4 inch Ref, Fluor. Orange, W/4 inch Ref			45
6015	Safety Cotton lined L/S T-Shirt	Fluor. Green W/4 inch Ref, Fluor. Orange, W/4 inch Ref			27
6000	Safety Cotton S/S T- Shirt	Fluor. Green W/4 inch Ref, Fluor. Orange, W/4 inch Ref			24
S41311	3 IN 1 Bomber with Reflective Stripes	Yellow W/Ref, Orange W/Ref			145
CW2-NVR	Coolworks Navy Ventilated Poly Cotton Work Pant	Navy			72
4075	Dakota Work Pant	Navy			27
4065	Dakota Poly/Cotton Cargo Work Shorts	Navy			25
1AAGDK-STPL01	Dakota Stretch Twill Polyfill Parka	Navy			110
1AAGDK-STJL01	Dakota Stretch Twill Polyfill Bomber	Navy			110
5909-02	HI-VIS Spring Jacket	Lime Yellow			55
5804-01	HI-VIS 2-IN-1 Thermal Jacket	Lime Yellow			70
429BF	Poly/Cotton Coverall W/Ref Tape	Orange W/Reflective Tape			0
837BF	INS Twill Coverall W/Ref Tape	Orange W/Reflective Tape			0
S78711	Cotton Duck Lined Coverall With 2 Inch Striping	Orange W/Reflective Tape			0
1AADDK-HVBL01	Dakota HI-Vis Overall W/Removable T-Max Liner	Orange W/Reflective Tape			0
1600-OR	Cotton Overall (Bibs) W/Ref Tape	Orange W/Reflective Tape			0
1AAGDK-HV7J01X	Dakota HI-VIS T-MAX Lined 7- in-1 Coat	Yellow/Orange			234 Refer to Article 22.01 (f)

Note: Other Items can be added or deleted to the above list upon the mutual agreement of the Employer and Union

Colour Choices (circle)

Green

Navy

Light Blue

Orange

Employee's Name				
Employee's Signature				
Total Points				
Supervisor's Signature				
Rec'd By Employee				
Date				

APPENDIX “D” - PERFORMANCE APPRAISAL FORM

From the Township of Woolwich for CUPE Local 1542 Permanent Union Positions

Employee Name: _____ Date: _____
Job Title: _____ Employee #: _____
Division: _____ Department: _____
Supervisor/Manager’s Name: _____ Period: from _____ to _____

INSTRUCTIONS AND INFORMATION

The Performance Development Program (PDP) provides a framework for ongoing communication between employees and their supervisor/manager so that job performance and satisfaction are maximized. This process recognizes the following essential elements:

- 1) Communication between employee and supervisor/manager should be two-way and ongoing.
- 2) Employees need to know what is expected of them in their jobs.
- 3) Employees should receive positive feedback for their contributions and work.
- 4) Support should be available to employees in their efforts to develop and improve.

The employee’s participation in the PDP Performance Appraisal discussions is essential to be successful. This communication process is separate and distinct from actions taken to address performance difficulties. The content of the performance appraisal is for personal growth and development and will not be used as the basis for discipline and shall not be used when an employee is being considered for a job posting, or to adversely affect the employee.

In advance of the meeting, the employee’s supervisor/manager completes Pages 1 and 2 and the employee completes Page 3. These will then be used as a basis for discussion.

After the performance appraisal process has been completed, the original of this form is to be forwarded to Human Resources for retention in the employee’s personal file. One copy shall be provided to the employee and one copy provided to the employee’s supervisor/manager.

FEEDBACK FROM THE SUPERVISOR/MANAGER TO THE EMPLOYEE

- 1) Has a good understanding of their work and good knowledge and familiarity with the various procedures.
- 2) Work functions are performed competently and accurately.
- 3) The work done in a day meets or exceeds reasonable expectations.
- 4) Can be depended upon to do required jobs well with a minimum of supervision.
- 5) Works well with fellow employees. Treats other with respect and tolerance, and when contributing suggestions, does so in a constructive way.
- 6) Pays attention to safety and is able to work safely, as it affects oneself, fellow works and

the general public.

7) Additional Feedback:

8) What specific training would be helpful for the employee during the next 12 months?

FEEDBACK FROM THE EMPLOYEE TO THE SUPERVISOR/MANAGER INSTRUCTIONS

This page is to be filled out by the employee to provide constructive feedback to their Supervisor/Manager. It is NOT mandatory for the employee to answer any or all of the questions.

- 1) What are the things your supervisor/manager has done during the appraisal period or is doing now which help you to be effective in your job?
- 2) What things could your supervisor/manager do to be more helpful to you in effectively doing your job?
- 3) What suggestions do you have that would improve the work unit?
- 4) Do you have any suggestions for your supervisor/manager as to how they could be a better supervisor/manager?
- 5) Any other comments:

SIGNING PAGE

1. COMPLETED BY THE EMPLOYEE

The information in this form has been reviewed with me. I would like to add the following comments (agreeing or disagreeing) regarding the performance feedback given by my supervisor/manager on Pages 1 and 2. (Attach additional pages if required)

Employee's Name: _____

Employee's Signature: _____

Date: _____

2. COMPLETED BY THE SUPERVISOR/MANAGER

The information in this form was prepared by me. I would like to add the following comments (agreeing or disagreeing) regarding the performance feedback given on Page 3 (optional).

Supervisor's Name: _____

Supervisor's Signature: _____

Date: _____

3. THE FORM HAS ALSO BEEN REVIEWED BY

Director's Name: _____

Date: _____

NOTE: No person shall make any additional comments on this form after the employee has signed.

LETTER OF UNDERSTANDING

BETWEEN

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1542

AND

THE CORPORATION OF THE TOWNSHIP OF WOOLWICH

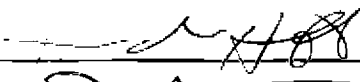
RE: Schedule Changes - Innovative RCS Schedule


The parties agree that schedules other than those in Article 18.03 c) may be developed in order to improve quality of working life and to ensure adequate staffing resources. The parties agree that such innovative schedules may be determined by the Employer and the Union subject to the following provisions:

- a) Such schedules shall be established by mutual agreement of the Employer and the Union.
- b) These schedules will pertain to shift schedules in Recreation and **Community Services**.
- c) The introduction of such schedules will have a 3 month trial period and shall be determined by the mutual agreement of the Employer and the Union.
- d) Upon written agreement of the Employer and the Union, the parties may agree to amend collective agreement provisions to accommodate any innovative department schedule for the trial period.
- e) Following the trial period an innovative schedule shall be introduced in the Recreation and **Community Services** when:
 - i) Sixty-six percent (66%) of employees in the department indicate by secret ballot, and
 - ii) The Employer agrees to implement the innovative schedule. Such agreement shall not be withheld in an unreasonable or arbitrary manner.
- f) An innovative schedule may be discontinued in the Recreation and **Community Services** when:
 - i) Sixty-six (66%) of employees in the department indicate by secret ballot, or
 - ii) The Employer has determined the inability to provide a workable schedule, or
 - iii) An adverse effect on the Township
- g) The secret ballots referred to in e) and f) above:
 - i) Must be counted and verified in the presence of a Union representative, and
 - ii) Shall not take place unless six (6) months has elapsed from the date of any such previous ballot in the department.
- h) Any innovative schedule that is agreed and implemented shall be recorded with all negotiated terms and conditions outlined in a Letter of Understanding and will be attached to the Collective Agreement.

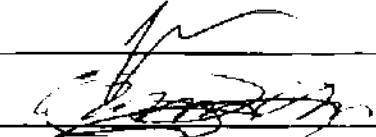
Signed at _____, Ontario this _____ day of _____, 2023.

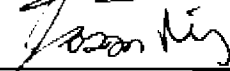
For Woolwich Township:





For CUPE Local 1542:





LETTER OF UNDERSTANDING

BETWEEN

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1542

AND

THE CORPORATION OF THE TOWNSHIP OF WOOLWICH

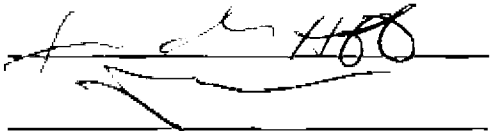
RE: Job Security/Employee Complement

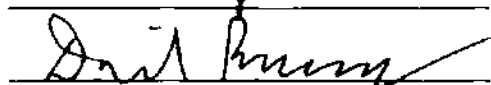
The parties agree that Article 30.01 shall read as follows:

"No full-time position shall be replaced in whole or in part by the use of one or more part-time employees. No full-time employee shall be laid off while there are any temporary, student or part-time employees retained by the Municipality in work in which the employee is qualified to perform. No employee shall be laid off as a result of bargaining unit work being contracted out, only during the term of this agreement." Notwithstanding the current complement of **twenty-six (26)** workers will be replaced when they become vacant during the duration of this collective agreement.


Signed at _____, Ontario this _____ day of _____, 2023.

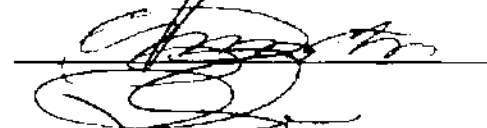
For Woolwich Township:

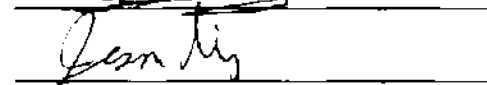



Attest:


For CUPE Local 1542:









LETTER OF UNDERSTANDING

BETWEEN

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1542

AND

THE CORPORATION OF THE TOWNSHIP OF WOOLWICH

RE: Progression

Subject to operational requirements the Township will endeavor to facilitate the training for the progression of workers from RFS to Roads and to Water/Waste Water.

Up to two (2) candidates from at least Facilities Attendant 2, who demonstrate a good work ethic and respect for supervisors and peers, will be considered for progression up to Roads Operator 1.



Up to two (2) candidates, who demonstrate a good work ethic and respect for supervisors and peers, will be considered for progression from Roads Operator 2 to Water and Waste Water Operator.

The parties agree that for the purpose of this Letter of Understanding "operational requirements" includes unforeseen emergency budget restrictions.

Signed at _____, Ontario this _____ day of _____, 2023.

For Woolwich Township:

For CUPE Local 1542:



LETTER OF UNDERSTANDING

BETWEEN

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1542

AND

THE CORPORATION OF THE TOWNSHIP OF WOOLWICH


RE: Operator in Training

If six (&) of the existing complement of Water and Wastewater employees are at level 2 or higher in certifications (MECP Water [Distribution or Distribution and Supply] and Wastewater [Collection] or equivalent as outlined by the MECP). The Employer will post the next vacancy as a Operator in Training (OIT) and fill according to the collective agreement.

The letter remains in effect for the terms of the current collective agreement until expiry of December 31, 2024.

Signed at _____, Ontario this _____ day of _____, 2023.


For Woolwich Township:

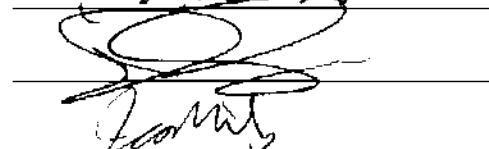


Malay

Don't P...

For CUPE Local 1542:





James

**LETTER OF UNDERSTANDING
BETWEEN
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1542
AND
THE CORPORATION OF THE TOWNSHIP OF WOOLWICH**

RE: Winter Pool

This letter is in addition to Article 18 and applies to the Winter Season for Winter Operations. All other relevant articles of the agreement continue to apply.

The parties agree that when the Roads Operations staff complement exceeds one (1) Roads Lead Hand (RLH) and a combination of five (5) permanent full-time Roads Operators 1 or 2. Roads Operators 1 or 2 (RO) will select a winter shift of their preference on a basis of seniority. Selection date will be held before October 1st of each year. Winter shifts will begin on the first Monday closest to December 1st and ending on the last Friday closest to March 31st. Any Changes to the start or end of Winter Control shift requires Union Agreement.

If a member is away on this date, they can provide their selection, in writing, to their Manager and Union Steward.

Shift premiums will be applied to all shifts besides day shift as per article 19.02.

Water and Wastewater staff will not participate in the winter shift selection and hours of work will be according to Article 18.03b).

Winter shifts available for selection will be as follows:

7:00 am. to 3:00 p.m. Monday to Friday (day shift)

Minimum Roads Operations staff complement on the day shift will be one (1) Roads Lead Hand and a combination of five (5) permanent full-time Roads Operators 1 or 2.

In order to affect the operation of Article 18.01 in Infrastructure Services for winter operations not covered by the day shift the Township will use the following shift periods for selection:

11:00a.m. to 7:00 p.m. Monday to Sunday (afternoon shift)

2:30 p.m. to 10:30 p.m. Monday to Sunday (afternoon shift)

3:00 p.m. to 11:00p.m. Monday to Sunday (afternoon shift)

Required number of staff for afternoon shift will be determined based on the Roads Operations staff complement expected on the start of Winter Control shift. The determined shifts will be communicated to staff one (1) month prior to date of selection.


If there is a vacancy during the period of Winter Control the available shift will be offered on a seniority basis to those who are interested. Reverse seniority will apply if there are no senior employees interested. The language of Article 18.03a) applies for any changes to shifts for affected employees

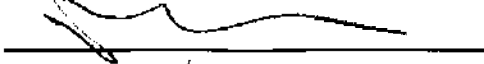
The parties agree that this Letter of Understanding will remain in effect for the term of the current Collective Agreement until a new collective agreement is ratified by the parties. or unless either party wishes to terminate the Letter of Understanding. The party shall then

provide the other party with ninety (90) days written notice.

Signed at _____, Ontario this _____ day of _____, 2023.

For Woolwich Township:

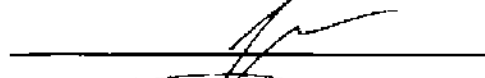





Allan

Duff Brown

For CUPE Local 1542:





James

**LETTER OF UNDERSTANDING
BETWEEN
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1542
AND
THE CORPORATION OF THE TOWNSHIP OF WOOLWICH**

RE: Dual Standby for Water-Roads

The parties agree that Infrastructure Services staff will receive 1.5 times the premium amount stated in Article 18.05 g) if the following conditions exist:


- When a Water and Wastewater Operator (O.I.T., Class 1, Class 2) are performing their duties on both the general standby list and their duties on water standby list during the same day as in Article 18.05 a)

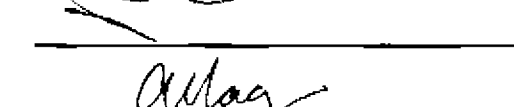
or

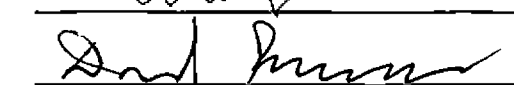
- If a Call-in is required to perform a repair to a water main or sewer main while a Roads Operator is performing the duties for the general standby list and a Water and Wastewater Operator is performing the duties for the water standby list, they shall both receive the increase for that day

Signed at _____, Ontario this _____ day of _____, 2023.

For Woolwich Township:







For CUPE Local 1542:

