



MUNICIPALITY OF  
**Whitestone**

**CUPE** / *Canadian Union  
of Public Employees*

## **COLLECTIVE AGREEMENT**

between

**CORPORATION OF THE  
MUNICIPALITY OF WHITESTONE**

(Hereinafter referred to as “the Employer”)

- and -

**CANADIAN UNION OF PUBLIC EMPLOYEES  
and its Local 5157**

(Hereinafter referred to as “the Union”)

Term: April 1, 2023 to March 31, 2027

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## **ARTICLE 1: PURPOSE OF AGREEMENT**

- 1.1 The purpose of this Agreement is to provide orderly collective bargaining relations, in good faith, between the Employer and its employees and the Union representing such employees, to provide orderly procedure for the prompt, and equitable, disposition of grievances and for the maintenance of mutually satisfactory hours of work, wages and working conditions.

## **ARTICLE 2: RECOGNITION AND SCOPE**

- 2.1 The Employer recognizes the Canadian Union of Public Employees and its Local 5157 as the exclusive bargaining agent for:

All employees employed by the Municipality of Whitestone in the Municipality of Whitestone save and except supervisors and persons above the rank of supervisor, fire chief, deputy fire chief, Firefighters, Volunteer Firefighters, Treasurer/Deputy Clerk, library employees and students employed during the school vacation period.

- 2.2 No employee shall be required or permitted to make a written or verbal agreement with the Employer and their representative which may conflict with the terms of this Collective Agreement.
- 2.3 The Union will have the right to have the assistance of a representative of the Canadian Union of Public Employees or any other advisor when negotiating a renewal collective agreement with the Employer.
- 2.4 The Union further agrees that there shall be no Union activities during working hours except as specifically permitted by this Agreement or in writing by the Employer.
- 2.5 Where the singular is used throughout the Articles within this Agreement it is agreed that the plural is an acceptable substitute wherever the plural gender is applicable, and vice versa.

## **ARTICLE 3: DEFINITIONS**

- 3.1 In this Agreement:

**“SENIORITY”**

means length of continuous service with the Employer since the last date of hire into a bargaining unit position. Upon successful completion of the probationary period, all employees will be credited with seniority from the first day of the probationary period.

**“SERVICE”**

means the continuous length of service as an employee of the Employer including any service in a non-bargaining unit position.

**“TEMPORARY EMPLOYEES”**

persons on temporary assignment shall be those engaged in work or projects of a limited duration or as replacements for absent employees and will be members of the bargaining unit, paying union dues on the same basis as permanent employees. Temporary assignments are limited to ninety (90) calendar days in duration, save and except for a temporary assignment to replace an employee on an authorized leave of absence, in which case the temporary assignment will extend to the end of the leave of absence. A person who is on a temporary assignment who is subsequently hired by the Employer as a probationary employee at the conclusion of the temporary assignment shall count any of their continuous service rendered while on temporary assignment towards completion of the probationary period. At the end of the temporary assignment, the employee’s employment will come to an end without further notice, other than what may be required by the *Employment Standards Act, 2000*. Temporary assignments expected to last fewer than ten (10) consecutive workdays will not be posted.

All articles of this Agreement shall apply to temporary employees except for the following:

- Article 14 Seniority
- Article 18 Holidays except as required by the Employment Standards Act
- Article 19 Vacation Time
- Article 20 Sick Leave
- Article 33 Benefits

**“PART-TIME EMPLOYEES”**

means an employee who does not regularly work 24 or more hours a week. Part-time employees will accrue seniority based on hours worked and will accrue one (1) year of seniority for every 1,930 hours worked.

**“SEASONAL EMPLOYEE”**

means an employee who normally works no more than six (6) consecutive months per year. Seasonal employees will be laid off at the end of the season. Seasonal employees will accrue seniority based on hours worked and will

accrue one (1) year of seniority for every 1930 hours worked.

**“CASUAL EMPLOYEE”**

means an employee who is called into work by the Employer when their services are required. Casual employees will accrue seniority based on hours worked will accrue one (1) year of seniority for every 1,930 hours worked. If a Casual employee does not work a shift for six (6) consecutive months, their employment will automatically come to an end.

All articles of this Agreement shall apply to casual employees, seasonal employees, and part time employees except the following:

- |               |  |
|---------------|--|
| Article 18    | Holidays other than Statutory Minimum Requirements |
| Article 19    | Vacation Time                                      |
| Article 20    | Sick Leave   |
| Article 32/31 | Benefits/Pension                                   |

**ARTICLE 4: NO DISCRIMINATION**

4.1 The Employer and the Union agree that no intimidation, no discrimination, no interference, and no restraint or coercion shall be exercised against any employee by either of the parties to this Agreement or their representatives on account of such employee’s membership or non-participation in the Union, or for any reason prescribed in statute.

**ARTICLE 5: MANAGEMENT RIGHTS**

5.1 The Union recognizes and acknowledges that the management of the Employer and direction of the working forces are fixed exclusively in the Employer and, without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- a) Maintain standards, order, discipline, and efficiency;
- b) Hire, assign, direct, promote, demote, classify, transfer, layoff, recall, contract out work and, for just cause, suspend, discharge or otherwise discipline employees subject to the right of the employees to grieve to the extent and

manner provided herein if the provisions of this Agreement are violated in the exercise of these rights;

- c) Determine the nature of business conducted by the Employer, the methods and techniques of work, the schedules of work, and the number of personnel to be employed;
- d) Make studies of and to institute changes in jobs and job assignments;
- e) Make and enforce and alter from time to time rules and regulations to be observed by the employees, which will be provided to the Union five (5) workdays in advance of the implementation;

## **ARTICLE 6: STRIKES AND LOCKOUTS**

- 6.1 The parties have entered into this Collective Agreement in mutual good faith and the Employer agrees there will be no lockout and the Union agrees there will be no strike as long as this Agreement continues to operate.

## **ARTICLE 7: UNION SECURITY**

- 7.1 The Employer agrees during the life of this Agreement to deduct from the wages of employees in the bargaining unit the regular union dues, initiation fees and/or assessments levied by the Union on its members and to remit same to the Secretary-Treasurer of the National Union not later than the fifteenth (15<sup>th</sup>) day of the month following the month for which such deductions were made.

The remittance shall be accompanied by a list of the names, telephone numbers, addresses and classifications of employees from whose wages the deductions have been made. The list shall indicate promotions, demotions, hirings, layoffs, transfers, recalls, resignations, retirements, deaths, and other terminations of employment. The Employer shall forward a copy of this list to the Secretary-Treasurer of the Local.

- 7.2 It is expressly understood and agreed that the Union will save the Employer harmless and indemnify the Employer for any claim arising pursuant to any deduction made hereunder.
- 7.3 The Union shall advise the Employer in writing of the amount of the regular union dues. Any changes in the amount of the regular union dues shall be communicated to the Employer in writing and shall become effective the month following receipt of such notice to the Employer.

The Employer shall indicate the amount of Union dues paid by each Union member during the previous year on the T-4 income tax receipts.

## **ARTICLE 8: ACQUAINTING POTENTIAL EMPLOYEES**

- 8.1 The Employer agrees to notify potential employees of the fact that a union agreement is in effect. Within the first month of employment, a union steward shall be given an opportunity to meet any newly hired employee within regular working hours without loss of pay for a maximum of thirty (30) minutes for the purpose of acquainting the new employee with union issues.

## **ARTICLE 9: CORRESPONDENCE**

- 9.1 All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the C.A.O. Clerk or designate and the Recording Secretary of the Union, except as provided for elsewhere in this Agreement.
- 9.2 The Union shall be notified in writing of all appointments, hires, lay-offs, recall and terminations of employment involving employees in the bargaining unit.
- 9.3 The Union shall notify the Employer in writing of its current postal address and further inform the Employer of any changes.

## **ARTICLE 10: REPRESENTATION**

- 10.1 The Employer recognizes the right of the Union to appoint two (2) Stewards. One of the Stewards shall be designated as the Chief Steward for the purpose of assisting employees in the presentation of grievances in accordance with the provisions of this Agreement. The Stewards must have completed their probationary period. The Union shall at all times keep the Employer notified in writing of the names of the employees who are acting in the capacity of Steward or Chief Steward.
- 10.2 The Union acknowledges that the stewards must continue to perform their regular duties and that so far as possible all activities listed in Article 10.1 will be carried on outside regular working hours, unless this Agreement permits or as otherwise mutually agreed by the parties.
- 10.3 An employee shall have the right to have a Steward present at any disciplinary meeting or investigation meeting that could lead to discipline. Wherever possible, the Employer will contact the Steward in advance of any meeting to notify the Steward of the meeting and invite a union representative to attend. If the circumstances do not allow an opportunity to have a Steward available, discipline shall be postponed until such time as a Steward is available.

If an employee declines union representation under the Agreement, the Employer shall require such employee to sign the following and provide a copy to the Union forthwith:

"I \_\_\_\_\_ (employee name) have declined union representation.  
Dated, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_."

The Union shall be provided with copies of any written disciplinary action which is placed in an employee's file.

10.4 The Employer shall supply the necessary facilities for the grievance meetings.

10.5 The Employer agrees to recognize a Labour Management Committee comprised of not more than two (2) members representing the Union and not more than two (2) Employer representatives. The Labour Management committee will meet occasionally at a time mutually agreeable, to discuss issues related to this Agreement. Meetings will occur during work hours without loss of pay.

**10.6 Pay for Negotiations**

The Employer will provide two employees on the bargaining committee with time off each with pay at the employee's regular rate for regular hours missed for the purpose of negotiating with the Employer a renewal collective agreement for all regular time spent negotiating with the Employer up to conciliation.

10.7 All time spent in meetings scheduled by the Employer for dealing with issues arising out of the application of the Agreement shall be considered time worked.

10.8 Except as specifically provided for in this Agreement or in applicable legislation, no employee will be compensated for time away from work to conduct Union business which falls outside of his regular scheduled hours or on an employee's regular day off.

**ARTICLE 11: GRIEVANCE PROCEDURE**

11.1 For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration, or alleged violation of the Agreement including any question as to whether a matter is arbitrable.

For the purpose of this Article and Article 12, reference to "days" shall exclude Saturdays, Sundays, and paid holidays.

11.2 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible. It is understood that an employee has no grievance until they has first given the Chief Administrative Officer or their delegate the opportunity of resolving the complaint. If an employee has a complaint, they shall discuss it with the Chief Administrative Officer or their delegate within seven (7) days of the circumstances giving rise to the complaint or within seven (7) days from the day the circumstances ought to have reasonably come to the attention of the employee. The Chief Administrative

Officer or their delegate shall give their response to the complaint within seven (7) days of the complaint being brought to the Chief Administrative Officer's attention by the employee. Failing settlement, it may then be taken up as a grievance within seven (7) days following the date of the Chief Administrative Officer's decision or the date of the Chief Administrative Officer's decision was due (or within any longer period which may have been agreed to by the parties) in the following manner and sequence.

**Step 1:**

The grievance shall be submitted in writing through the Union to the Chief Administrative Officer on a form mutually agreed to by the parties. The Chief Administrative Officer shall deliver their decision in writing to the employee, with a copy to the Chief Steward, within seven (7) days following the submission of the grievance at Step 1.

**Step 2:**

If the matter is not settled, then within seven (7) days of the date that the Step 1 decision is delivered or due, whichever is earlier, the National Union Representative or Chief Steward may request in writing a meeting with the Employer. In such case, a meeting shall be held between the Employer representative(s) and the grievor within ten (10) days after the Employer receives written notification from the Union that such meeting is desired, or such longer period as may be mutually agreed. The grievor may have the assistance of the Chief Steward and National Union Representative at the Step 2 meeting. The Employer shall give its answer within five (5) days of the meeting. If the matter is not disposed of at such meeting, the matter may be referred to arbitration in accordance with Article 12.

11.3 The parties may mutually agree to utilize the services of a Grievance Mediator, prior to arbitration, the costs of which shall be equally paid by the Employer and the Union.

11.4 A claim by an employee, other than a probationary employee, that they have been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged with the Chief Administrative Officer at Step 2 within seven (7) days after the employee ceases to work for the Employer.

11.5 It is agreed that a grievance arising directly between the Employer and the Union shall be originated under Step 2 within seven (7) days of the date giving rise to the grievance. It is understood, however, that the provisions of this section may not be used with respect to a grievance directly affecting an employee or employees and that the regular grievance procedure shall not be by-passed.

**11.6 Group Grievance**

Where two or more employees have identical grievances and each employee would be entitled to grieve separately, they may present a group grievance and such written grievance shall be originated under Step 2 within seven (7) days of the date giving rise to the grievance and the time limits set out with respect to Step 2 shall apply.

11.7 Representatives of the Union and the grievor shall not suffer any loss of regular pay or benefits for time spent during regular working hours in the grievance procedures set out in this article.

**11.8 Removal of Discipline**

In instances when an employee has been issued discipline by the Employer and no further disciplinary action has occurred during the following 24-month period, the discipline shall be stricken from the employee's record and will not be used by the Employer when considering any future disciplinary action.

**11.9 Personnel Records**

An employee shall have the right at any time to have access to and review his/her personnel record. An employee shall have the right to make a copy of any material contained in his/her personnel record.

**ARTICLE 12: ARBITRATION**

12.1 Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration, or alleged violation of this Agreement, including any questions as to whether a matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within ten (10) working days (Monday to Friday) after the decision under Step 2 is given, the grievance shall be deemed to have been abandoned.

12.2 When either party requests that any matter be submitted to arbitration as provided in this Agreement, it shall make such request in writing addressed to the other party to this Agreement, and the Employer and the Union will mutually agree upon a single arbitrator.

12.3 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance unless the parties agree.

12.4 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the grievance procedure.

12.5 The Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to, or amend any part of this Agreement, nor to award interest.

12.6 The arbitration proceedings will be expedited by the parties hereto and the decision of the Arbitrator will be final and binding upon the parties hereto and the employee or employees concerned, subject to any right to judicial review by either party.

12.7 Each of the parties hereto will share equally the expenses of the arbitrator.

12.8 The timelines contained in Article 12 are mandatory unless extended by mutual agreement by the parties.

### **ARTICLE 13: PROBATIONARY EMPLOYEES AND TEMPORARY EMPLOYEES**

13.1 An employee will have no seniority and shall be considered on probation until **they** have completed four hundred and eighty (480) hours of work since **their** date of hire into the bargaining unit. At the Employer's request, the probationary period may be extended up to an additional four hundred and eighty (480) hours of work with the Union's agreement, which will not be unreasonably withheld.

13.2 The Employer may discipline or discharge a probationary employee in its sole discretion for any reason satisfactory to the Employer at any time during the probationary period. It is agreed that the discipline or discharge of a probationary employee is a matter that is not covered by the terms of this Agreement.

Notwithstanding the foregoing, the Union may file a grievance alleging only that the termination of a probationary employee violated the Ontario Human Rights Code or any other legislation.

### **ARTICLE 14: SENIORITY**

14.1 An employee shall lose all seniority and shall be deemed to have been terminated if:

- (a) the employee quits or retires;
- (b) the employee is discharged for cause and is not reinstated under the terms of this Agreement;
- (c) the employee has been laid off for a period in excess of their length of seniority or for a period exceeding twenty-four (24) consecutive months, whichever is less;
- (d) the employee is recalled from layoff to work and fails to return within three (3) working days of being notified of recall by telephone or the employee fails to return to work within ten (10) working days after receiving notice by registered mail. It is agreed that registered mail sent by the Employer to the employee's last known address will be deemed to have been received by the employee two (2) days after it was sent by the Employer. For purposes of recall, it shall be the responsibility of the employee to keep the Employer informed of their current address and phone number. In the event the employee is employed at a second employer and is required to provide the second employer notice, the employee will provide written documentation showing the amount of notice required and will return immediately

upon the expiration of the required notice period, which in no case shall exceed two (2) weeks from the date notice of recall has been deemed received under this article, unless extended by mutual agreement of the parties. The provision does not apply to casual employees;

- (e) the employee utilizes any leave of absence for purposes other than for which the leave was granted, or fails to return to work after expiration of a leave of absence without providing a reason satisfactory to the Employer;
- (f) the employee is absent from scheduled work for a period of three (3) consecutive working days without notifying the Employer of such absence and providing a reason satisfactory to the Employer;

Subject to the above, seniority shall be maintained and accumulated during:

- (i) absence due to non-occupational or occupational sickness or accident; and
- (ii) authorized leave of absence.

#### **14.2 Seniority**

A seniority list will be posted by the Employer. Such list shall contain the employee's name, job classification, and seniority date. Employees shall bring any inaccuracies to the CAO's attention and give them an opportunity to respond. The seniority list will be brought up to date in January and July of each year and a copy will be given to the Chief Steward of the Union and a copy posted on the bulletin board.

#### **14.3 Union to Non-Union Trial Period**

No employee shall be permanently transferred to a position outside the bargaining unit without their consent. If an employee is permanently transferred to a position outside the bargaining unit, they shall retain their seniority accumulated up to the date of leaving the unit for the duration of the trial period only and will not accumulate any further seniority. During the trial period, the employee may elect to return to their former position in the bargaining unit and the Employer may also elect to return the employee to their former position in the bargaining unit. Any other employee who has been promoted or transferred because of the rearrangement of positions shall also be returned to his former position and wage rate without loss of seniority. The trial period shall last ninety (90) calendar days. The trial period may be extended for a further ninety (90) calendar days with the Union's consent, which will not be unreasonably denied.

### **ARTICLE 15: LAYOFF AND RECALL**

- 15.1 For the purposes of this Collective Agreement, a long-term layoff is defined as a layoff that is expected to last longer than ten (10) consecutive working days and a short-term layoff is a layoff that is expected to last ten (10) or fewer consecutive working days.

15.2 In cases of long-term layoffs, provided that the remaining employees have the qualifications, skill, and ability to perform the available work without any training, then employees will be laid off in reverse order of seniority from the affected classification.

In cases of long-term layoffs, the Employer will provide the Union with notice of the layoff at least fifteen (15) calendar days in advance and will provide notice to the affected employee at least ten (10) calendar days in advance.

15.3 In cases of short-term layoffs, the Employer will determine which position will be affected by layoff and the least senior employee occupying that position will be laid off. No notice will be required in the case of short-term layoffs, but if an employee reports to work and is sent home on short-term layoff, the employee will be paid a minimum of three (3) hours straight time, or for the hours actually worked on that day, whichever is greater.

15.4 If a vacancy occurs, the Employer shall first consider employees who are on layoff and shall recall the most senior employee provided that the employee has the qualifications, skill, and ability to perform the work of the vacant position without training.

15.5 Grievances concerning layoff shall commence at Step #1 of the grievance procedure.

#### **ARTICLE 16: JOB POSTINGS AND TRAINING**

16.1 When a new position is created or when the Employer determines that it wishes to fill a vacancy in a bargaining unit job, the Employer shall notify the Union in writing and shall post the vacancy. The posting shall indicate those qualifications required by the Employer. The job shall be posted internally for ten (10) working days following which it may be posted externally.

16.2 In filling a job vacancy, if the Employer determines that the skill and demonstrated ability of the candidates is relatively equal, seniority shall be the determining factor.

16.3 Where a bargaining-unit employee takes a different bargaining-unit position on a permanent basis and during the first four hundred and eighty (480) hours worked the Employer determines that the employee cannot satisfactorily perform the new job, or the employee wishes to return to their former bargaining-unit job, the Employer will return the employee to their former position.

Any other employee who has been promoted or transferred because of the rearrangement of positions shall also be returned to their former position and wage rate without loss of seniority.

16.4 The Employer may assign an employee work from a neighbouring municipality with the understanding that the employee remains an employee of the Employer and remains

covered under all provisions of the collective agreement while performing work for a neighbouring municipality. All travel time required by the work assignment will be considered time worked and eligible for mileage under the applicable policy if the employee is using a personal vehicle.

## **ARTICLE 17: HOURS OF WORK**

17.1 It is understood and agreed that the provisions of this article are intended only to provide a basis for calculating time worked and shall not be considered a guarantee as to the hours of work per day, the days of work per week, nor a guarantee of working schedules, pay or benefits.

17.2 The parties to this Agreement recognize that the needs of the business may require the performance of overtime work from time to time and when overtime is required, the Employer will assign the employees regularly doing the job. The Employer will attempt to advise employees of required overtime as far in advance as is practical. In light of the foregoing the Employer agrees to attempt to distribute available overtime work as equitably as practical amongst qualified employees normally performing the work in question within the sections in which overtime is required.

### **17.3 Inside Employees**

The regular workday for employees is normally eight (8) hours per day inclusive of a one (1) hour lunch. Thirty minutes of the lunch is paid, for a total regular work week of thirty-seven and one half (37.5) paid hours. Normal work hours are between 8:30 a.m. and 4:30 p.m., Monday to Friday.

### **17.4 (a) Outside Employees – Summer Hours**

The regular workday during the summer period will normally be from 7:00 a.m. to 3:00 p.m., Monday to Friday, inclusive of a thirty (30) minute paid lunch for a total of forty (40) paid hours per week. Summer hours will be in accordance with operational needs and will normally be effective no sooner than the first Sunday in April and no later than the first Sunday in May to the last Saturday in October.

### **(b) Outside Employees - Winter Hours**

The regular workday during the winter period will normally commence between the hours of 2:00 a.m. and 8:00 a.m. and end eight (8) hours after commencing, Monday to Friday, inclusive of a thirty (30) minute paid lunch, for a total regular work week of forty (40) paid hours per week. Winter hours are in effect when summer hours are not.

### **17.5 Landfill Employees**

The regular workday during the period between the long weekend in May to Thanksgiving Day will normally be Tuesday, Thursday, and Saturday between the hours of 8:00 a.m. and 5:00 p.m. Employees will normally work between the hours of 10:00 a.m. and 6:00

p.m. on Sundays and holiday Mondays. Notwithstanding that employees are at work nine (9) hours, employees will be paid nine and one half (9.5) hours per day in recognition of a thirty (30) minutes paid lunch due to the fact that the landfill does not close, for a normal regular work week of thirty-eight (38) hours.

The regular workday during all other periods will normally be Tuesday, Thursday, Saturday, and Sunday, five (5) hours per day between the hours of 12:00 p.m. and 5:00 p.m., for a normal regular work week of twenty (20) paid hours.

#### **17.6 Casual Employee Scheduling**

The Employer will maintain a casual roster. Casual employees will be called into work on an as needed basis from the casual roster. Casual employees are not guaranteed any minimum number of hours per day or per week. At the end of the casual assignment, casual employees will go on to the layoff and recall list.

All articles of this Agreement shall apply to casual employees, seasonal employees, and part-time employees except for the following:

Article 18	Holidays other than Statutory Minimum Requirements
Article 19	Vacation Time
Article 20	Sick Leave
Article 32/31	Benefits/Pension

17.7 Overtime is defined as any time worked in excess of an employee's regular work week. All overtime must be approved by the employee's supervisor prior to being worked. Overtime will be calculated on a weekly basis and accrued at straight time for all time worked up to and inclusive of forty-four (44) hours per week. Any overtime worked in excess of forty-four (44) hours per week will be accrued at a rate of time and one half (1.5).

17.8 Overtime hours will be banked (at straight time or time and one half, as the case may be) up to a maximum of eighty (80) hours. An employee may take time off at straight time from their overtime bank subject to operational demands and approval by the employee's supervisor. Overtime is not payable unless an employee's overtime bank is full. Where an employee's overtime bank is at the eighty (80) hour maximum, any additional overtime worked will be paid at the applicable rate.

#### **ARTICLE 18: DESIGNATED HOLIDAYS**

18.1 Employees who have completed their probationary period shall be entitled to the following holidays with pay. Employees will be eligible for holiday pay pursuant to the eligibility rules and compensation as outlined in the *Employment Standards Act, 2000* as amended from time to time.

New Years Day	Good Friday
Victoria Day	Canada Day
Thanksgiving Day	Labour Day
Boxing Day	Christmas Day
Easter Monday	Civic Holiday
Remembrance Day	Family Day

- 18.2 Holiday pay for a given public holiday shall be equal to the total amount of regular wages earned and vacation pay payable to the employee in the four work weeks before the work week in which the public holiday occurred, divided by 20.
- 18.3 In order to qualify for holiday pay the employee must work the full scheduled hours of work on the employee's scheduled workday immediately preceding and immediately following the holiday, unless absent due to illness, injury or approved leave of absence and confirmed by medical documentation, if requested.
- 18.4 Where an employee who has undertaken to work on any one of the above designated holidays, they shall be paid, at the rate of one and one half (1.5) his hourly rate for all hours worked on the designated holiday in addition to any holiday pay the employee is entitled to under Article 18.2.
- 18.5 Where any of the holidays occurs during an employee's vacation period the Employer agrees to provide an additional day off with pay at a time mutually agreed upon by the Employer and employee.

## **ARTICLE 19: VACATIONS**

- 19.1 All permanent full-time employees will be provided vacation with pay pursuant to the following schedule:

After 1 year of continuous service*	2 weeks
After 4 years of continuous service	3 weeks
After 9 years of continuous service	4 weeks
After 15 years of continuous service	5 weeks

\*Note: The CBO's vacation entitlement will move to three (3) weeks after one continuous year of service (rather than two (2) weeks as per Article 19.1. The CBO will remain at three (3) weeks vacation until they move to four (4) weeks of vacation after nine (9) years of continuous service as per Article 19.1.

- 19.2 After six months of full-time employment, permanent full-time employees will be eligible to take up to one week of the first-year entitlement.

- 19.3 Part-time, seasonal, and casual/temporary employees are eligible to receive four percent (4%) vacation pay in lieu of vacation time for one (1) to four (4) years of continuous service, and six percent (6%) for five (5) or more years of continuous service.
- 19.4 An employee shall be entitled to bank up to a maximum of ten (10) working days' annual vacation. The banked vacation shall be taken within the following year.
- 19.5 An employee terminating their employment, or who has their employment terminated, at any time in the vacation year, shall be entitled to be paid any vacation in their vacation bank as well as any prorated earned vacation for the current year up to the last day of employment.
- 19.6 The Employer shall post a vacation schedule on the 2<sup>nd</sup> day of January, in order that employees can indicate their preference by January 31 for the current year. The vacation schedule shall be finalized and approved by the 15<sup>th</sup> of February. Once approved, the schedule cannot be altered without the approval of the Employer and the affected employee. Choice of vacation shall be determined by seniority.
- 19.7 Except in case of emergency, no employee shall be required to work during their scheduled vacation.

#### **ARTICLE 20: SICK LEAVE**

- 20.1 All permanent full-time employees are entitled up to ten (10) paid sick days per year to be used for personal illness. A maximum of two (2) of the ten (10) days may be used by the employee to care for an ill family member or for the employee to take a family member to a medical appointment. Any unused sick days will not be carried over or paid out at the end of the year. The Employer reserves the right to request documentation to support any absence and will pay the cost of any medical documentation requested. Part-time, temporary/casual, and seasonal employees are not entitled to paid sick time under this article.

#### **ARTICLE 21: BEREAVEMENT LEAVE**

- 21.1 An employee shall be allowed to take up to five (5) days leave of absence with pay to plan and attend a funeral (or celebration of life) in the event of the death of an employee's child, stepchild, spouse, mother, or father.
- 21.2 An employee shall be allowed to take up to three (3) days leave of absence with pay to plan and attend the funeral (or celebration of life) in the event of a death of an employee's mother-in-law, father-in-law, brother, sister, son-in-law, daughter-in-law, grandparent, grandchild, brother-in-law, and sister-in-law.
- 21.3 Employees may request to take one (1) day out of the allocated days to attend a

celebration of life service, memorial service, burial, or interment that is delayed or postponed to a later date to be taken within twelve (12) months of the death.

21.4 Where the term spouse is used in this article, it shall include common-law spouse, as defined in the *Family Law Act*.

## **ARTICLE 22: PREGNANCY/PARENTAL AND ADOPTION LEAVE**

- 22.1 a) An employee shall be eligible for pregnancy leave, parental leave, or adoption leave, in accordance with the Employment Standards Act or other applicable legislation.
- b) Employees shall continue to accumulate seniority during periods of pregnancy leave, parental leave, or adoption leave.
- c) A temporary employee who replaces an employee absent due to pregnancy leave, parental leave or adoption leave will be considered a temporary employee for the full duration of pregnancy leave, parental leave or adoption leave of absence.
- d) An employee on pregnancy/parental/adoption leave may request to take paid vacation time that was accrued prior to the leave either immediately prior to the leave or immediately after the leave. Such request will not be unreasonably denied. Alternatively, the employee may request to be paid the accrued vacation at the start of the leave. These rights are in addition to the entitlements under article 19.4.

## **ARTICLE 23: UNPAID LOA**

23.1 An employee may request a leave of absence of a minimum of thirty (30) calendar days for personal reasons. The leave cannot be used for the purpose of employment with another employer. Request for the leave must be made at least thirty (30) calendar days in advance and approval, including start date and duration, will be subject to operational demands. The leave will be unpaid, and the employee will not be entitled to any benefits under this Agreement. The employee will not lose seniority during a leave under this Article.

## **ARTICLE 24: JURY DUTY**

24.1 The Employer shall grant leave of absence without loss of seniority benefits to an employee who serves as a juror or who is absent from work pursuant to a subpoena or summons to serve as a witness in a proceeding before a court or competent tribunal if the matter relates to the employee's employment with the Employer. The Employer shall pay such an employee the difference between normal earnings for such time lost from work and the payment received for attendance, excluding payment for travelling, meals, or other expenses. The employee will present proof of service and the amount received.

## **ARTICLE 25: EDUCATION LEAVE**

- 25.1 a) An employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade his/her employment qualifications where specifically requested by the Employer.
- b) Where the Employer requests the employee to attend courses and/or seminars to upgrade his/her qualifications, the employee will be deemed to be working during the hours at the course and will be paid at straight time for those hours and the normal travelling time to and from the course.

## **ARTICLE 26: UNION LEAVE**

- 26.1 A total of twenty (20) days per year will be provided to be used by employees for union leave. Only one employee will be off work under this article at any time and time off must be taken in full-day increments. Time off is subject to operational demands and must be requested in advance and approved by the Chief Administrative Officer or

designate. The Employer will pay the employee's regular wages, excluding overtime, and will invoice the Union. Such accounts rendered to the Union shall be paid to the Employer within 60 calendar days of the date of the account.

## **ARTICLE 27: BULLETIN BOARDS**

- 27.1 The Union shall have reasonable access to four (4) bulletin boards on the premises of the Employer for the posting of appropriate Union notices pertaining to matters relating to employees covered by the Agreement. The bulletin boards shall be located at the two landfill sites, the municipal office, and the roads garage at locations approved by the Employer. The Employer retains the discretion to remove any inappropriate material and such discretion will not be exercised unreasonably.

## **ARTICLE 28: MILEAGE**

- 28.1 The Employer will reimburse for business mileage on the following basis:

Mileage will be paid based on the current CRA (Canada Revenue Agency) rate.

The applicable mileage is based on the distance between the employee's place of work and the business destination unless the distance between the employee's home and the business destination is shorter and the employee is travelling from home.

The Employer will not reimburse for travel to and from work.

## **ARTICLE 29: ALLOWANCES**

29.1 The Employer shall supply all tools and equipment required by employees in the performance of their duties.

29.2 All permanent full-time and part-time employees who require safety boots for work will receive a boot allowance of two hundred dollars (\$200.00) once every 12 month period (measured from the date of hire) to be used for the purchase of safety boots. Effective April 1, 2024, this amount will increase to two hundred and fifty dollars (\$250.00). Seasonal, casual, and temporary employees who require safety boots to perform their duties will receive a two hundred dollar (\$200.00) boot allowance once every 24-month period (measured from the date of hire). Effective April 1, 2024, this amount will increase to two hundred and fifty dollars (\$250.00). Employees must submit proof of purchase to be eligible for receipt of the boot allowance under this article.

All permanent full-time and part-time employees who are required to work in inclement weather will receive a work clothing allowance in the amount of one hundred and fifty dollars (\$150.00) once every 12 month period (measured from the date of hire) for the purchase of a winter jacket, shirt, pants, overall, with bib, or coveralls. Effective April 1, 2024, this amount will increase to two hundred dollars (\$200.00). Seasonal, casual, and temporary employees who are required to work in inclement weather will receive the one hundred and fifty dollars (\$150.00) work clothing allowance once every 24-month period (measured from the date of hire). Effective April 1, 2024, this amount will increase to two hundred dollars (\$200.00). Employees must submit proof of purchase to be eligible for receipt of the work clothing allowance under this article.

29.3 (a) The Employer will pay for all licences and tickets required by the Employer to have in order to perform the work.

The Employer will pay all employees their regular wages for time lost during regular working hours to take a test to obtain a license or ticket required by the Employer. The test will be scheduled at the nearest testing site to the workplace. If the employee does not pass the test on the first attempt, subsequent attempts will be taken on the employee's own time.

(b) Upon production of a receipt, the employee will be reimbursed the cost of a medical required for renewal of a license required by the Employer.

## **ARTICLE 30: RATES OF PAY ON PROMOTION OR RECLASSIFICATION**

30.1 An employee promoted or reclassified to a higher paying classification shall receive the higher rate of pay in the new classification.

30.2 In the event an employee is temporarily assigned to a lower paying classification for the convenience of the Employer, said employee shall not have a reduction in his rate of pay.

#### **ARTICLE 31: JOB DESCRIPTIONS**

31.1 Any new or amended job descriptions will be shared with the Union in advance of being finalized.

#### **ARTICLE 32: OMERS**

32.1 The Employer agrees to provide existing and new employees membership in OMERS, subject to OMERS membership criteria.

#### **ARTICLE 33: GROUP BENEFITS**

33.1 The Employer agrees to provide life insurance, long-term disability, extended health care and a dental plan in accordance with the Employer's existing plans and practices. All permanent full-time employees are entitled to benefits under the applicable plan(s).

33.2 The above noted benefits shall be administered by the benefit provider in accordance with the terms and conditions of the respective plan. The benefits available shall be those set out in the respective plan effective the date of execution of the current collective agreement.

33.3. Any dispute that an employee has with respect to benefits entitlement or eligibility or other issue in relation to the above benefits shall be between the employee and the benefits provider.

33.4 The Employer will provide a health spending account to permanent part-time employees in the amount of five hundred (\$500) per year (based on the date of hire) to be utilized in accordance with the eligibility criteria outlined in the applicable plan.

#### **ARTICLE 34: AMALGAMATION PROTECTION**

34.1 If the Employer amalgamates with another municipality pursuant to provincial statute, the Employer will attempt to ensure that:

- a) Employees are credited with all seniority rights with the new employer; and
- b) All service credits relating to vacation with pay, and other benefits shall be recognized by the new employer.

**ARTICLE 35: COPIES OF THE AGREEMENT**

**35.1 Copies of Agreement**

The Employer agrees to provide each member with a copy of the signed Collective Agreement at its cost.

**ARTICLE 36: DURATION OF AGREEMENT**

36.1 This Agreement shall be in effect from the 1<sup>st</sup> day of April 2023 and shall remain in effect until the 31<sup>st</sup> day of March 2027, and unless either party gives to the other party a written notice of termination or desire to amend this Agreement, then it shall continue in effect for a further year without change and so on from year to year thereafter.

Dated electronically on this 29<sup>th</sup> day of January 2024.

The Corporation of the Municipality of  
Whitestone

Canadian Union of Public Employees  
and Its Local 5157

*Michelle Hendry*  
Michelle Hendry (Jan 29, 2024 11:21 EST)

*[Handwritten Signature]*

*[Handwritten Signature]*  
Joe Lamb (Feb 1, 2024 21:59 EST)

*[Handwritten Signature]*

*[Handwritten Signature]*

**APPENDIX A – WAGES**

**Probationary Rate Wage Grid TERM: 2023-2026**

	01-Apr-23	01-Apr-24	01-Apr-25	01-Apr-26
	4%	3.5%	3.5%	3.5%
Public Works Worker	\$22.84	\$23.64	\$24.47	\$25.32
Landfill Attendant	\$22.84	\$23.64	\$24.47	\$25.32
Secretary/Receptionist	\$22.84	\$23.64	\$24.47	\$25.32
Equipment Operator 1	\$26.94	\$27.88	\$28.86	\$29.87
Equipment Operator 2	\$29.18	\$30.20	\$31.26	\$32.36
Planning Assistant	\$26.94	\$27.88	\$28.86	\$29.87
Public Works Lead Hand	\$32.82	\$33.97	\$35.16	\$36.39
CBO	\$45.61	\$47.21	\$48.86	\$50.57

**Job Rate Wage Grid TERM: 2023-2026**

	01-Apr-23	01-Apr-24	01-Apr-25	01-Apr-26
	4%	3.5%	3.5%	3.5%
Public Works Worker	\$24.21	\$25.06	\$25.94	\$26.84
Landfill Attendant	\$24.21	\$25.06	\$25.94	\$26.84
Secretary/Receptionist	\$24.21	\$25.06	\$25.94	\$26.84
Equipment Operator 1	\$28.61	\$29.61	\$30.65	\$31.72
Equipment Operator 2	\$30.87	\$31.95	\$33.07	\$34.22
Planning Assistant	\$28.61	\$29.61	\$30.65	\$31.72
Public Works Lead Hand	\$34.80	\$36.01	\$37.27	\$38.58
CBO	\$48.39	\$50.08	\$51.84	\$53.65