



## **COLLECTIVE AGREEMENT**

Between the

**CORPORATION OF THE TOWN OF COLLINGWOOD**

- and -

**CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 1217**

**TERM OF AGREEMENT: MAY 1, 2023 TO APRIL 30, 2026**

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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 Corporation and its employees and to provide machinery for the prompt and equitable disposition of grievances and to maintain and establish wages, hours of work and other working conditions as herein provided.

## ARTICLE 2 – RECOGNITION

- 2.01 The Corporation recognizes the Union as the sole and exclusive bargaining agent with respect to all matters covered by this Agreement for all employees of the Works Department, save and except, supervisor, persons above the rank of supervisor, office staff, and students employed during school vacation period and students employed for a cooperative or government sponsored work program with a Community College or University.
- 2.02 The word employee or employees wherever used in this Agreement shall mean only employees in the bargaining unit defined above unless the context otherwise provides.
- 2.03 a) For the purposes of this Collective Agreement:  
“temporary employee” means an employee hired to perform a temporary job.
- i) For an unspecified limited period to replace an employee on authorized leave of absence (i.e. maternity leave, illness, etc.); or
  - ii) To cover a position which has not been confirmed as an addition to the Corporation, but not in excess of six (6) months in a 12-month period unless mutually agreed.
- b) All articles of this Agreement apply to temporary employees except the following:
- |                                   |                                      |
|-----------------------------------|--------------------------------------|
| Article 6                         | Representation                       |
| Article 8                         | Grievance Procedure                  |
| Article 9                         | Discipline and Discharge             |
| Article 10                        | Arbitration                          |
| Article 11                        | Seniority                            |
| Article 13                        | Leave of Absence 13.01, 13.02, 13.03 |
| Article 14                        | Wages and Allowances 14.01           |
| Article 17                        | Holidays                             |
| Article 18                        | Vacation                             |
| Article 19 & Appendixes 'C' & 'D' | Sick Leave                           |
| Article 23                        | Benefit Plans                        |
- c) Vacation pay for temporary employees will be paid on the pay day for the period in which the vacation pay accrues. Vacation and holiday pay for temporary employees will be paid as per entitlement under *Employment Standards Act, 2000 (“ESA”)* and temporary employees may take unpaid vacation to satisfy the requirements of the ESA, as they will have already received the corresponding vacation pay on the pay day for the period in which the vacation pay accrues.
- d) The Corporation agrees not to hire more temporary employees than one-third (1/3) of the membership.
- 2.04 With the exception of employees hired under government grant programs, persons who are not in the bargaining unit shall not perform jobs which are included in Appendix "B" of this Agreement unless otherwise mutually agreed in writing by the Parties or for instructions and training. Employees hired under government grant programs, shall not be used to the extent that it will

result in a decrease in the complement of employees or reduce the hours of work of the members of the bargaining unit.

## **ARTICLE 3 – MANAGEMENT FUNCTIONS**

- 3.01 The Union acknowledges that it is exclusively the function of the Corporation to:
- a) maintain order, discipline and efficiency,
  - (b) hire, discharge, direct, classify, transfer, promote, layoff and suspend or otherwise discipline employees subject to the provisions of this Agreement provided that a claim of unjust promotion, demotion or layoff or that an employee has been suspended or discharged without just cause may be treated as a grievance as provided under the Grievance Procedure;
  - (c) maintain and enforce rules and regulations not inconsistent with the provisions of this Agreement, governing the conduct of the employees; and
  - (d) generally, to manage the Corporation and, without restricting the generality of the foregoing, to determine the number of personnel required from time to time, the standards of performance for all employees, the methods, procedures, machinery and equipment to be used, schedules of work and all other matters concerning the Corporation's operation not otherwise specifically dealt with elsewhere in this Agreement.
- 3.02 The Corporation agrees that these functions shall only be exercised in a manner consistent with the provisions of this Agreement.

## **ARTICLE 4 – UNION SECURITY**

- 4.01 All employees of the Corporation, as a condition of continuing employment, shall become and remain members in good standing of the Union according to the Constitution and By-laws of the Union. All future employees of the Corporation shall, as a condition of continued employment, become and remain members in good standing in the Union within ninety (90) calendar days of employment with the Corporation.
- 4.02 The Corporation and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or their representatives or members because of an employee's membership or non-membership in the Union or because of their activity or lack of activity in the Union.

## **ARTICLE 5 – CHECK-OFF OF UNION DUES**

- 5.01 The parties agree to a mandatory irrevocable check-off of Union dues from the pay of all bargaining unit employees. Deductions shall be made from the payroll period at the end of each month and shall be forwarded to the Treasurer of the Union not later than the 15th day of the month following, accompanied by a list of the names and addresses of all employees from whose wages the deductions have been made. The list shall also reflect the gross total payroll for the month for which the dues were deducted and adjusted to the closest pay period (gross total payroll to mean only straight time hours). A copy of this list shall be forwarded by the Corporation to the National Headquarters of the Canadian Union of Public Employees.
- 5.02 The Union shall indemnify and save the Corporation harmless from any claims, suits, judgments, attachments and from any other form of liability as a result of the Corporation making any deductions in accordance with the foregoing authorizations and assignments and the Union will make refunds directly to all employees from whom wrongful deduction was made.

## ARTICLE 6 – REPRESENTATION

- 6.01 The Corporation will recognize a Grievance Committee composed of not more than three (3) employees selected by the Union, provided it shall not be necessary for more than two (2) members of the Committee to be absent from work at the same time.
- 6.02 The Union shall keep the Corporation notified in writing of the names of its currently authorized members of the Grievance Committee.
- 6.03 It is understood that Grievance Committee members have their regular work to perform and that if it is necessary for them to service a grievance during working hours, they will not leave their work without first obtaining the permission of their immediate supervisor. In obtaining such permission, the appropriate Grievance Committee member(s) shall state their destination to their immediate supervisor and report again to their supervisor at the time of their return to work. In accordance with this understanding, Grievance Committee members dealing with employee's grievances during their regular hours of work shall only be paid for a reasonable amount of time so spent. What is reasonable is to be determined solely by the immediate supervisor.
- 6.04 The Union will supply the Corporation with the name of its officers. Similarly, the Corporation will, if requested, supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.
- 6.05 No employee shall be required to meet with the Corporation without their Union representative being present when such meeting may result in the employee being disciplined, suspended or discharged. Discipline shall be defined as a written letter, suspension or discharge. Verbal warnings or work directions shall not constitute a discipline under this article.
- 6.06 A Labour Management Committee shall be established consisting of not more than four (4) representatives each from the Union and the Corporation. The purpose and function of this Committee shall be to discuss matters of mutual interest and concern, to promote and facilitate harmonious relationships, and discuss matters arising between the Corporation and the Union. Meetings shall occur on a quarterly basis, or more regularly if required, at a mutually agreeable time and place. Its members shall receive notice and an agenda for a meeting five (5) days in advance of each meeting. In cases of emergency, either party has the right to summon an emergency meeting of the Committee. Meetings shall take place during normal operating hours and no overtime will be paid for attendance at such meetings.
- 6.07 The Corporation agrees to meet with a Bargaining Committee appointed by the Union and composed of not more than three (3) employees in the Bargaining Unit. A staff representative of the Union may be present at the request of either the Corporation or the Union. Members of the bargaining committee shall not suffer any loss of wages, seniority or benefits when involved in negotiations with the Corporation.
- The Bargaining Committee may meet to prepare for negotiations, provided they obtain permission from the supervisor in advance. In these circumstances, the Union will reimburse the Corporation for all compensation expenses incurred.

## ARTICLE 7 – NO STRIKE - LOCKOUT

- 7.01 The Union agrees that during the term of this Agreement there shall be no strikes. The Corporation agrees that there shall be no lockout during the term of this Agreement.

## ARTICLE 8 – GRIEVANCE PROCEDURE

8.01 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 have first given their immediate supervisor an opportunity to adjust their complaint. If an employee has a complaint, they shall discuss it with their immediate supervisor within five (5) working days after the circumstances giving rise to the complaint having originated or occurred. When the complaint is related to pay or payroll, the five (5) day time period will apply as soon as the employee receives their pay notice but will not extend beyond the completion of the subsequent pay period. Failing settlement, it may then be taken up as a grievance within five (5) working days following advice of the immediate supervisor's decision in the following manner and sequence.

**Step 1** The employee, who shall be accompanied by their Grievance Committee member, may present their alleged grievance to their Manager. The grievance shall be in writing and shall include the nature of the grievance and the remedy sought; the Manager shall deliver their decision in writing within five (5) working days following the presentation of the grievance to them.

**Step 2** Failing settlement at Step 1, within five (5) working days the employee, who shall be accompanied by their Grievance Committee member, may present their grievance in writing to their Department Head; the Department Head shall deliver their decision in writing within five (5) working days following the presentation of the grievance to them.

**Step 3** Failing settlement at Step 2, within five (5) working days, the Union Grievance Committee may present the grievance in writing jointly to the Chief Administrative Officer (CAO) or designate and Department Head. A meeting will be held within ten (10) working days between the CAO or designate and Department Head and the Union Grievance Committee. A CUPE National staff representative of the Union may be present at the request of either the Corporation or the Union. It is understood that the CAO or designate and the Department Head shall have such counsel and assistance as they may desire at any meeting with the Grievance Committee. The decision of the CAO or designate and Department Head shall be delivered in writing within ten (10) working days of the meeting to the Union. Where a Manager and Department Head is one and the same person, Step 2 will be omitted, and the grievance will proceed from Step 1 to Step 3.

8.02 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 question 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 after the decision under Step 3 is given, the grievance shall be deemed to have been settled.

8.03 Where no written answer has been given within the time limit specified, the grievance may be submitted to the next step of the foregoing procedure, including arbitration.

8.04 It is agreed that a policy grievance arising directly between the Corporation and the Union shall be originated under Step 3 and the time limits set out with respect to that Step shall appropriately apply. For this section the term policy grievance will mean any grievance other than an individual employee grievance. It is understood therefore, that the provisions of this clause may not be used with respect to a grievance directly affecting an employee or employees and that the regular grievance procedure shall not thereby be by-passed.

8.05 No adjustment effected under the Grievance Procedure or Arbitration Procedure shall be made retroactive prior to the date the grievance was formally discussed or presented to the Corporation under the Grievance Procedure except as to bookkeeping error involving an employee's wages.

8.06 Copies of responses to a grievance shall also be sent to the Union Vice-President.

## **ARTICLE 9 – DISCIPLINE and DISCHARGE**

- 9.01 The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment; but a probationary employee may be discharged or disciplined for any reason deemed proper by the Employer without recourse to the grievance procedure.
- 9.02 A claim by an employee that they have been unjustly discharged or unfairly suspended shall be treated as a grievance if a written statement of such grievance is lodged with the Corporation as Step 2 within five (5) working days after the discharge or suspension is affected. Such special grievance may be settled under the Grievance or Arbitration procedure by:
- a) confirming the Corporation's action in dismissing or suspending the employee.
  - b) reinstating the employee with payment to them or such time lost due to the discharge or suspension at their regular rate of pay for their normally scheduled work for such period less any amounts of money earned by the employee during such period.
  - c) any other arrangement which may be deemed just and equitable.
- 9.03 An employee shall have the right to review their personnel file in the presence of a Human Resources representative and at a predetermined, mutually agreed time. An employee shall not alter, destroy, or remove any document or page contained therein, but shall be allowed a copy of any document contained therein and the right to respond in writing to any document contained therein.
- 9.04 For the purposes of progressive discipline, previous written warnings and/or discipline will not be referenced provided the employee has been discipline free for a period of twenty-four (24) months.
- 9.05 The employer may not take action against an employee beyond ten (10) working days of an occurrence or beyond ten (10) workings days of the Employer becoming aware of the occurrence. In the case that there is an investigation that will exceed the ten (10) day period the Employer will notify the Vice President of the investigation proceedings.

## **ARTICLE 10 – ARBITRATION**

- 10.01 When either party requests that any matter be submitted to arbitration as hereinbefore provided, it shall make such request in writing addressed to the other party to this Agreement, and at the same time appoint a nominee, provided however, that if such party fails to appoint a nominee as herein required, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application thereto by the party invoking arbitration procedure. The two (2) nominees as appointed shall attempt to select by agreement a Chairperson of the Arbitration Board. If they are unable to agree upon such a chairperson within a period of three (3) working days, they may then request the Minister of Labour for the Province of Ontario to appoint an impartial chairperson.
- 10.02 No person may be appointed as a nominee who has been involved in an attempt to negotiate or settle the grievance.
- 10.03 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add or amend any part of this Agreement.

- 10.04 The proceedings of the Arbitration Board will be expedited by the parties hereto, and the decision of the Chairperson will be final and binding upon the parties hereto and the employee or employees concerned.
- 10.05 Each of the parties hereto will bear the fee and expense of the nominee appointed by it and the parties will jointly bear the fees and expense, if any, of the Chairperson of the Arbitration Board.
- 10.06 Although the time limits in the grievance and arbitration procedure must be adhered to, the time limits fixed in both the Grievance and Arbitration Procedure may be extended by written consent of the parties to this Agreement.
- 10.07 Upon mutual agreement either party to this Agreement may request that the Arbitration case be heard by a Sole Arbitrator, in accordance with the *Ontario Labour Relations Act*.

## ARTICLE 11 – SENIORITY

- 11.01
- a) An employee will be considered on probation and will not be subject to the seniority provisions of this Agreement, nor shall their name be placed on the seniority list, until after they have completed ninety (90) calendar days of continuous employment with the bargaining unit. Upon completion of such probationary period the employee's name shall be placed on the seniority list with seniority dating from the time they were hired into the bargaining unit.
  - b) Employees who transfer in from other Town departments will be placed at the bottom of the Works Department seniority list but will retain Town service for all other benefits.
  - c) A temporary employee shall not acquire seniority except in the event that they are subsequently appointed to the permanent staff, in which case, upon completion of the probationary period, their seniority shall be back-dated to their date of hire as a temporary employee in their current period of continuous employment with the bargaining unit.
- 11.02 The Corporation shall maintain a seniority list showing the date upon which each employee commenced employment and their classification, and an up-to-date seniority list shall be posted once a year.
- 11.03 An employee shall lose all seniority and shall be deemed to have quit if they:
- a) voluntarily leaves the employ of the Corporation.
  - b) is discharged and is not reinstated through the Grievance or Arbitration Procedure.
  - c) is laid off for a period of more than 12 months.
  - d) is absent from work without permission for three (3) consecutive working days unless an explanation satisfactory to the Corporation is given by the employee.
  - e) fails to return to work upon termination of an authorized leave of absence unless an explanation satisfactory to the Corporation is given by the employee or utilizes a leave of absence for purposes other than those for which the leave of absence may be granted.
  - f) fails to return to work within seven (7) calendar days after being recalled from lay off by notice sent by registered mail unless an explanation satisfactory to the Corporation is given by the employee.
  - g) is absent from work due to illness or disability which absence continues more than two (2) years or in receipt of long term disability benefits for greater than two (2) years.

h) no employee shall lose seniority if they are receiving Workplace Safety and Insurance benefits or until such time as a permanent disability award is made by the Workplace Safety and Insurance Board.

11.04 a) When a position becomes vacant or a new position is created within the bargaining unit, the Corporation shall post notice of the position internally for CUPE members, for a minimum of five (5) working days, in order that all members will know about the position and be able to make application. A temporary employee is not considered eligible for internal CUPE postings through this process.

b) The posting notice shall contain the following information:  
(i) description of position;  
(ii) required qualifications; and  
(iii) duties, hours of work, wage rates.

11.05 In cases of promotion (other than to positions outside the scope of the bargaining unit), the following factors shall be considered:

- a) Qualifications and job efficiency.
- b) Seniority.

In the event that two (2) or more persons apply for the vacancy where the factors in (a) above are relatively equal (less than 10% overall total rating variance of practical, written and interview), then seniority shall apply. In the event that one employee applies for the position, they shall be awarded the position provided they possess the qualifications and job efficiency to perform the work in question. Qualifications shall be determined by the Corporation on a strictly impartial basis.

11.06 No employee shall be transferred outside the bargaining unit against their will. If an employee is transferred to a position outside the bargaining unit, they shall retain their seniority acquired at the date of leaving the unit and if such an employee is later returned to the bargaining unit within 24 months of the transfer outside the bargaining unit, they shall be granted seniority equivalent to the seniority retained at the time of transfer out of the bargaining unit and will take their place on the seniority list as in accordance with the provisions of Article 11.01. Such return shall not cause the layoff of any employee who has completed their probationary period.

## ARTICLE 12 – LAYOFF AND RECALL

- 12.01 In cases of lay off and recall from lay off, seniority shall govern providing the remaining employees have the qualifications to perform the work available. It is understood however, that temporary and probationary employees shall be first laid off.
- 12.02 In the event of a layoff, new employees will not be hired into the bargaining unit where employees on layoff have not been given an opportunity to return to work, provided such employees on layoff have the skills and qualifications for the work in question.
- 12.03 In the event of a layoff of more than one (1) week, employees to be laid off will be given not less than ten (10) days' notice of such lay off or such other notice as may be required by the Employment Standards Act, whichever is greater.
- 12.04 In the event of a layoff, the Corporation will continue to pay premiums necessary to maintain benefit coverage currently in place for the first full month following the month of lay off.
- 12.05 Grievances concerning layoffs due to a reduction in the working force shall be initiated at Step 3 of the Grievance Procedure.
- 12.06 The Union and the Employer will meet prior to layoff notices being distributed or layoff(s) being announced to discuss details of the proposed layoff(s) including but not limited to the amount of employees effected, possible other staffing options available or any other pertinent information.

## ARTICLE 13 – LEAVE OF ABSENCE

- 13.01 The Corporation may, at its discretion, grant leave of absence without loss of seniority to an employee for personal reasons. All requests for such leave of absence shall be in writing, with at least 30 days' advance notice and the Corporation agrees to confirm or deny the request for such leave as soon as practicable. Special requests with less than 30 days' notice will be given every consideration.
- 13.02 **Bereavement Leave**
- All employees covered by this Agreement will be entitled to the following number of days off with pay in the event of bereavement.
- a) Five (5) days for Immediate family: parent, sibling, spouse, child, grandchild, primary caregiver (includes common-law, step and foster relationships).
  - b) Three (3) days for mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents of either the member or the spouse.
  - c) one (1) day: Uncle or aunt of the member or their spouse.
- 13.03 a) The Corporation may, at its discretion, grant leave of absence without pay and without loss of seniority for Union business to not more than two (2) employees at any one time selected by the Union to attend conventions or conferences providing it does not unduly interfere with the efficient operation of the Corporation. Requests for such leave of absence shall be made in writing at least three (3) weeks in advance of such leave where possible, except in cases of extenuating circumstances.

- b) In the cases of Union meetings, seminars, or training, requests shall be made in writing at least one (1) week in advance.
- c) While on approved Union Leave, the employee(s) will continue to receive their regular wages and benefits, with the cost reimbursed to the Employer by the Union.

13.04 **Jury Leave**

The Corporation shall grant leave of absence without loss of seniority or benefits, to an employee who serves as juror in a court of law. The Corporation shall pay an employee the difference between normal earnings and the payment received for jury duty, excluding payment for travelling, meals, or other expenses. The employee will present proof of jury duty and the amount of pay received.

13.05 **Legislated Leaves**

The Corporation shall grant leaves in accordance with the *Employment Standards Act, 2000*, as amended from time to time for Pregnancy and Parental Leave, Emergency Leave, Reservist and Family Medical Leave.

## **ARTICLE 14 – WAGES AND ALLOWANCES**

14.01 The Corporation agrees to pay, during the term of this Agreement, the wages set out in Appendix "A" as they apply to the Job Classification set out in Appendix "B" attached hereto and forming part of this Agreement.

14.02 Pay Day – It is agreed that employees covered by this Agreement shall be paid every two (2) weeks. It is further agreed that in the event of any error in an employee's pay, it will be corrected on the following pay.

14.03 The Corporation agrees to pay for the cost of the license that any employee might need in the performance of their duties other than a Class "G" driver's licenses.

14.04 An employee temporarily assigned to relieve in a higher classification will receive the wage rate of the higher classification for all hours actually worked in the higher classification. To be eligible to receive the wage rate of the higher classification, an employee must have the license or certificate required for that classification.

For the purpose of this Article (14.04) the following classification definitions will apply:

A Machine Operator Classification is required to operate either of a front-end loader, backhoe loader, grader, snowplow truck with plow and wing (while plowing) and vactor truck.

A Truck Driver Classification is required to operate any truck not mentioned above.

An operator of trackless, or an articulated sidewalk tractor or equivalent with plow or blower, street sweeper will be paid machine operator's wages for those hours assigned to these machines.

14.05 The Corporation will provide an employee with a meal allowance of twenty dollars (\$20) when the employee is:

- On authorized overtime in excess of three (3) hours; or,
- Called in three (3) hours prior to their regular starting time; or
- Required to work out of town.

Such meal allowance shall be provided on as non-taxable as per CRA rules on a bi-weekly basis electronically.

- 14.06 Night Work – In order to qualify for an hour's night work bonus, an employee must work at least four (4) consecutive hours between the hours of 5:00 p.m. and 8:00 a.m. It is agreed that this bonus shall not apply to employees regularly scheduled to work between the hours of 5:00 p.m. and 8:00 a.m.

## ARTICLE 15 – HOURS OF WORK

15.01

- a) Regular – The normal work week shall consist of 40 hours, Monday to Friday, both dates inclusive.
- b) The normal workday shall consist of eight (8) hours excluding the lunch period.
- c) The normal hours of work shall be 7:00 a.m. to 4:00 p.m.
- d) In the event that changes in the general starting and quitting times are found necessary, the Corporation shall discuss such changes with the Union prior to making them effective.
- e) It is expressly understood however, that the provisions of this Article are intended only to provide a basis for calculating time worked and shall not constitute a guarantee as to the hours of work per day nor as to the days of work per week nor as a guarantee of working schedules or starting or quitting times.
- f) The Corporation will give adequate notice of shift changes for snow removal purposes and where possible up to 12 hours' notice.
- g) The Corporation will normally employ one (1) night person whose normal work week shall consist of five (5) days and 40 hours from 11:00 p.m. to 7:00 a.m. and starting Sunday night through to Thursday night.
- h) The Corporation reserves the right to change the night person's working days through the months of November to April. Outside of the winter months, the Corporation reserves the right to change the night person's working days and normal shift to the regular hours of work outlined in items (a) through (c) above.
- i) If another member of the bargaining unit is placed on the night shift as a replacement for the regular night person, they will be entitled to overtime pay as per the regular contract provisions.
- j) For the snow removal season (November to April), the hours of work for the Lead Hand will be as follows:

Monday through Thursday	2:00 to 11:00 p.m. including a one (1) hour paid meal break
Friday	3:00 to 7:00 p.m. (no meal break)

Overtime will be paid for work performed in excess of the employee's normal (40 hour) work week. It is also agreed that paid time off entitlements are based on an eight (8) hour day, and as such the schedule may be adjusted when necessary, and as agreed between the employee and Supervisor/Manager, for the employee to maintain a forty (40) hour work week.

- 15.02 There will be two (2)-15-minute break periods allowed each day, one (1) in the forenoon and one (1) in the afternoon, subject to the understanding that such break periods will not unduly interfere

with the efficient operation of the Corporation. Break periods will be taken at a location near the worksite, unless otherwise mutually agreed.

- 15.03 The parties agree that daily or weekly hours of work may exceed the limits noted in Section 17 of the *Employment Standards Act, 2000*, as amended from time to time. It is understood that this Article does not change the current practice of overtime as set out in Article 16.

## ARTICLE 16 – OVERTIME

- 16.01 Authorized work performed in excess of the employee's normal work week or normal workday as defined in Article 15.01, and authorized work performed on Saturday will be paid at the rate of time and one-half (1.5) of the employee's regular straight time hourly rate. Sunday overtime shall be paid for at double (2.0) time.
- 16.02 Call-In – An employee who has left the Corporation's premises and who is called in to work outside their regular scheduled hours shall be paid at the rate of time and one-half (1.5) their regular straight time rate for all hours worked with a minimum of three (3) hours pay at the time and one-half (1.5) rate; except on Sundays where the minimum guarantee shall be three (3) hours at double (2.0) time except to the extent that this three (3) hour period overlaps and extends into their regular shift, in which case the employee shall receive only time and one-half (1.5) for all hours actually worked prior to the commencement of regular shift. It is understood however, that the minimum guarantee of three (3) hours pay shall be applicable only for two (2) separate call-ins in any 24-hour period, and that for the third and subsequent call-in an employee shall be eligible only for time and one-half (1.5) for all hours actually worked or double (2.0) time where applicable. When a call falls within one (1) hour of the completion of a previous call, within the three-hour time period in such a case time shall be considered continuous and shall be considered as a single call.
- 16.03
- a) No employee shall be required to report for work at any time during their authorized vacation period.
  - b) However, if by mutual agreement, an employee agrees to the Corporation's request to report in an emergency situation, they shall be paid at time and one-half (1.5) for all hours worked, and in addition, shall be credited with replacement "vacation day or days", as the case may be. Emergency call-in shall be paid at two (2) times the regular rate of pay if on a holiday as listed in 17.04.
- 16.04
- a) Lieu Time – An employee may choose, in lieu of payment, to bank earned overtime at the appropriate overtime rate (1.5 or 2.0 times regular rate of pay) up to a maximum of 40 hours. Any hours earned over 40 hours shall be paid. The employee shall indicate their choice on the applicable time entry system.
  - b) Employees wishing to take lieu time off must submit a request for the time off at least five (5) working days prior to the requested time. Lieu time is given at the discretion of management.
  - c) Accumulated banked credits remaining as of December 1 each year shall be paid out to the employee at the employee's regular rate of pay in the last pay of the calendar year. No overtime shall be banked from December 1 until the beginning of the first pay period of the following year.
- 16.05 Stand-By – The Corporation may assign employees, excluding the positions of mechanic and custodian, to be on a rotational stand-by duty. An employee will be paid \$40.00 per day (including weekends) which shall include being available for and providing telephone response. Employees who are physically called into work while on stand-by shall be paid in accordance with Article 16.02.

Standby pay for a Statutory holiday shall be \$60.00 per day in addition to daily rate for each paid holiday (one 24-hour period) to the employee who is considered to be on call at normal starting time on the paid holiday. For the purposes of this Article, the paid holiday will be recognized as the official calendar day of the holiday (not the observed holiday referenced in 17.01) and when the paid holiday falls on the day of on call rotation, the starting time will be considered 7:00 a.m.

- 16.06 The Corporation and the Union agree that employees may put their name on a list for availability for extra work (hours). These employees will be called first for all extra hours, as they become available. Temporary employees will be called if employees on the aforementioned list are not available. This procedure shall be followed each occasion. Overtime will be distributed as equitably as possible among the employees within the bargaining unit. Overtime limitations shall be observed as per *Employment Standards Act, 2000* ("ESA").

## ARTICLE 17 – HOLIDAYS

- 17.01 Permanent or probationary employees shall be entitled to the following holidays with pay:

New Year's Day	Victoria Day	National Day for Truth and Reconciliation floater**	Christmas Day
Family Day	Canada Day	Thanksgiving Day	Boxing Day
Good Friday	Civic Holiday	Remembrance Day floater**	½ shift New Year's Eve*
Easter Monday	Labour Day	½ shift Christmas Eve*	

\* ½ shift shall be the last scheduled shift prior to Christmas Day and New Year's Day

\*\* Floater Day must be used in the year it was earned and will be indicated on pay stubs.

Employees will be permitted to take a floater day prior to having earned it; however, should an employee leave their employment before earning the floater (e.g., the holiday for which each is designated), the employee is responsible for payment of unearned floater day(s) taken and the Town will withhold or make deduction from the employee's final pay.

- 17.02 Holiday pay will be computed on the basis of the number of hours a permanent employee would otherwise work had there been no holiday at their regular straight time rate of pay, and Holiday pay for probationary employees will be computed in accordance with the *Employment Standards Act, 2000*, as amended from time to time.
- 17.03 In order to qualify for holiday pay, the employee must work the full scheduled shift on each of the working days immediately preceding and immediately following the holiday concerned, except in cases of excused absence satisfactory to the Corporation.
- 17.04 Any employees required to work on a holiday shall be paid for all authorized work performed on such holiday at double their regular straight time rate of pay for all hours worked in addition to their holiday pay.
- 17.05 Any employee scheduled to work on a holiday who does not report for work shall forfeit their holiday pay.
- 17.06 When any of the above holidays fall on a Saturday or Sunday and is not declared or proclaimed as being observed on some other day, the following Monday, (or Tuesday where the preceding Monday is declared or proclaimed a holiday) shall be deemed to be the holiday for the purpose of this Agreement. However, an employee whose regular scheduled shift falls on the Saturday or Sunday and they are required to work, may apply for a day's holiday pay or, alternatively, may elect an additional floater day. Such option must be selected within the affected pay period and, if a floater day is selected, it must be taken within six (6) months at a time mutually agreed upon.

## ARTICLE 18 – VACATION

18.01 All full-time employees who have completed their probationary period shall be entitled to take annual vacation with pay, effective January 1st of each calendar year, in accordance with the following schedule:

Continuous Years of Service	Vacation Entitlement
Less than 1	1 day for each month worked to a maximum of 10 days
More than 1	2 weeks (0.83 days per month)
More than 3	3 weeks (1.25 days per month)
More than 8	4 weeks (1.66 days per month)
More than 15	5 weeks (2.08 days per month)
More than 17	5 weeks + 1 day (2.17 days per month)
More than 19	5 weeks + 2 day (2.25 days per month)
More than 21	5 weeks + 3 day (2.33 days per month)
More than 23	5 weeks + 4 day (2.42 days per month)
More than 25	6 weeks (2.50 days per month)

When an employee's entitlement changes from one level to another, apply the additional vacation credit to the full calendar year regardless of when the employee's anniversary date falls in that year.

- 18.02 In the event that a holiday falls within the vacation period of an employee, who has completed probationary period, their vacation shall be extended by an extra day.
- 18.03 Should the Town wish to close for two (2) weeks' vacation time, it will be the two (2) weeks preceding the Civic Holiday in August. Where a skeleton crew is needed, the senior employee's will have their choice to work or be on holidays.
- 18.04 Vacation pays are to be provided at the appropriate time of vacation at the employee's option providing reasonable notice is given to the Corporation.
- 18.05 Vacation pay shall be at the rate of 2% of gross annual salary per week of vacation, or provided an employee has worked at least 1600 hours during the vacation year, equal to the employee's regular weekly salary, whichever is the greater.
- 18.06 In the event, while on vacation, an employee is admitted to hospital as a result of serious illness or accident, the employee shall have the right to cease vacation and use their sick leave credits. Any vacation so displaced shall be taken at a future date mutually agreed upon between the employee and Management. Upon return to work, the employee must submit a medical report prepared by a Doctor of Medicine. The Corporation shall have the right to have the employee examined by a qualified medical practitioner as designated by Management.
- 18.07 The vacation year shall be January 1 to December 31. Employees shall be credited with their vacation entitlement on January 1<sup>st</sup> of each year in accordance with the schedule. Progression on the schedule shall occur in the calendar year in which the employee's anniversary date falls.
- 18.08 In any vacation year, employees shall be permitted to take their annual vacation prior to having earned it. Should an employee leave their employment before earning the vacation time taken, the employee is responsible for payment of unearned vacation credits taken and the Town will withhold or make deduction from the employee's final pay.

- 18.09 Full-time service, for the purposes of vacation entitlement, shall be calculated from the employee's last date of hire.
- 18.10 Employees entitled to three (3) weeks' vacation or more may make a written request to their Department Head to carry over into the next year one (1) week of vacation, which must be taken within the first six (6) months. The CAO will have final approval for the carryover of vacation time and will do so only under special or extenuating circumstances.
- 18.11 Employees wishing to take vacation time of more than one (1) day must submit a request for time off five (5) working days prior to the requested time, with consideration for extenuating circumstances. Vacation time is given at the discretion of management. Such decision shall not be made in an arbitrary manner.

## ARTICLE 19 – SICK LEAVE

- 19.01 Pay for sick leave is for the sole and only purpose of protecting employees against loss of income when they are legitimately ill, and sick leave shall be granted to full-time employees covered by this Agreement through the Short-Term Income Protection Plan and Long-Term Disability Plan (refer to Appendices C and D respectively and attached hereto and forming part of this Agreement).
- 19.02 An employee off duty as a result of an accident or an occupational illness incurred in the performance of their duties, shall be paid the difference between *Workplace Safety and Insurance Act* rates and the employee's normal net rate of pay in effect on the date of the injury or occupational illness, as adjusted from time to time by Article 14.01, Appendix "A" of this Agreement and their recovery from Workplace Safety and Insurance Board, such that their take home pay will be neither more nor less than would be the case were they in active service.
- 19.03 If an employee has a medical or dental appointment which cannot be attended outside of the employee's normal hours of work, the employee shall endeavour to give their supervisor advance notice of not less than 24 hours where practicable of such appointment and record the same on their time entry system for accounting purposes, so the employee will not lose wages for the absence if the absence is less than one-half (½) day.

In order for this article to apply, the employee must be physically in attendance for the remainder of the shift or have made arrangements to deduct the time owed for the remainder of their regular shift to be deducted from Lieu Time or Vacation. Payment will be for actual hours required off to attend the appointment.

## ARTICLE 20 – GENERAL

- 20.01 Correspondence arising under the provisions of this Agreement shall be in writing and shall be sufficient if sent by email/or mail addressed, if to the Union, to the Secretary of Local 1217, and, if to the Corporation, to Human Resources.
- 20.02 The Corporation shall advise the Union in writing of all discharges, layoffs, transfers, demotions and suspensions within three (3) working days from the time the action is taken.
- 20.03 The Corporation agrees to provide each new employee covered by this Agreement with a copy of the collective agreement.

- 20.04 The Corporation will provide bulletin board space in an area designated by the Corporation for the purpose of posting notices regarding meetings and other matters restricted to Union activity. All such notices are subject to approval by the Corporation and shall not be of a political or civic nature.
- 20.05 The Corporation will provide the use of one (1) locker for each employee to be located in the Works building.

## **ARTICLE 21 – PROTECTIVE, SAFETY AND WORKING ATTIRE**

- 21.01 The Corporation agrees to provide rain gear, vests, gloves, hard hats, and high visibility safety wear to the employees, excluding the custodian and allocated as follows:

Annually:

- Two (2) short-sleeved t-shirts
- Two (2) long-sleeved t-shirts
- Two (2) sweatshirts
- Three (3) pants with reflective markings

As needed basis at the discretion and approval of the Supervisor:

- One (1) parka/bomber jacket
- One (1) summer jacket
- Winter weight bib overalls
- Summer weight bib overalls
- Insulated vests

Where the Custodian is required to wear a uniform, the Corporation will reimburse a clothing cost of two hundred and fifty dollars (\$250) annually upon submission of receipt.

Temporary employees will qualify for half (1/2) of the annual clothing allocations.

- 21.02 The Corporation will pay up to three hundred dollars (\$300) per year upon receipt of payment for CSA approved safety boots. It shall be a condition of employment that all employees in the bargaining unit shall be required to wear safety boots during the term of their employment. Temporary employees will qualify for half (1/2) of the safety boot reimbursement.

The Corporation will further pay up to two hundred dollars (\$200) per year upon receipt of payment for CSA approved rubber boots to all employees excluding temporary employees.

## ARTICLE 22 – HEALTH AND SAFETY

- 22.01 The Corporation agrees to recognize a safety committee consisting of one (1) union member, and one (1) alternate union member, whose purpose shall be to draw to the attention of the Corporation and recommend corrective measures of any unsafe or unhealthy working condition. The Corporation agrees to meet with this representative within two (2) days of being requested to do so. The Union's nominee shall have all the rights and powers as outlined in the *Occupational Health and Safety Act*, as amended from time to time, and will actively participate on the Town's Joint Health and Safety Committee.
- 22.02 During inclement weather when an employee is prevented from doing their normal work, the Corporation, at its discretion, may provide alternative employment to the employee so affected.

## ARTICLE 23 – BENEFIT PLANS

- 23.01 For the duration of this Agreement, the Corporation agrees to pay 100% of the premiums for the following insurance coverage for all full-time permanent and probationary employees:
- a) Life Insurance Policy providing a benefit equal to a ratio of two to one (2:1) of an employee's base annual salary rounded to the next higher \$1,000 to a maximum benefit amount of \$500,000 plus an accidental death and dismemberment benefit (AD&D) equal to the equivalent life benefit ratio of two to one (2:1) of an employee's basic annual salary, rounded to the next higher \$1,000.

- 23.02 For the duration of this Agreement, the Corporation agrees to pay 100% of the premiums for the following insurance coverage for all full-time permanent and probationary employees:

- a) Single or family comprehensive, out-of-province emergency travel benefits.
- b) Single or family coverage for existing Dental Care Plan or equivalent, O.D.A. fee schedule of previous year. Fifty percent (50%) of the costs of orthodontia, to a lifetime maximum of two thousand five hundred dollars (\$2500) per employee or dependent. Effective May 1, 2025, three thousand dollars (\$3000).
- c) Single or family coverage for Vision Care Plan – the Corporation agrees to provide coverage to a maximum of six hundred dollars (\$600) every 24 months per employee or employee's dependent. The same maximum to include coverage for eye exams to be reimbursed according to the insurer's reasonable and customary maximums. Effective May 1, 2025, six hundred and fifty dollars (\$650).
- d) The reimbursement of expenses incurred by an employee or employee's dependent up to a maximum of four hundred dollars (\$400.00) per calendar year, for each of the following disciplines:

Physiotherapist	Chiropractor
Registered Massage Therapist	Naturopath
Mental Health Practitioner	Speech Therapist
Chiropodist or Podiatrist	Acupuncture Therapist
Osteopath	

Effective May 1, 2025, increase Physiotherapist, Chiropractor, Registered Massage Therapist and Mental Health Practitioners to \$450 per year per service.

- 23.03 Regular employees will be eligible for prescription safety glasses once every twenty-four (24) months in accordance with Town non-union prescription safety glasses program. This amount is in addition to vision coverage of 23.02.
- 23.04 The Corporation agrees to fully fund the Short-Term Income Protection Plan and pay 100% of premium of the Long-Term Disability Plan as described in Article 18.
- 23.05 Early Retirement Benefit Plan  
 a) An employee must have 25 years' service with the Corporation.  
 b) Must have reached the age of 55 or met the OMERS factor.  
 c) Benefits will only be paid for a maximum of ten (10) years or age 65, whichever comes first.  
 d) The Corporation will pay 100% of all extended health benefits according to the Collective Agreement.
- 23.06 The Corporation's obligation under this Article is limited to the payment of the premiums necessary to secure benefit coverage. Eligibility for, entitlement to, and the limitations of the benefit coverage are subject to the terms and conditions of the policies of insurance.
- 23.07 The Corporation agrees to provide the benefits contained in Article 23 for all employees who continue to work beyond the age of sixty-five (65) years to a maximum age as follows:

Life Insurance	Reduced 50% at age 70 To a maximum of \$50,000 Termination - 75, or earlier of retirement
AD&D	Reduced 50% at age 70 To a maximum of \$50,000 Termination - 75, or earlier of retirement
Optional Life	70, or earlier of retirement
Health Insurance	75, or earlier of retirement (end of month)
Travel	75, or earlier of retirement (end of month)
Dental	75, or earlier of retirement (end of month)

## ARTICLE 24 – MERGER OR AMALGAMATION

- 24.01 In the case of a merger or amalgamation with any other body, the Employer undertakes to make every effort to ensure that (subject to the applicable provisions of any legislation):
- (a) The Employer provide to the Union and affected employees at least six (6) months' notice.
  - (b) Upon such notification, the Parties agree to meet to discuss potential impacts on the employees of the Bargaining Unit. These discussions shall include but are not limited to pertinent financial and staffing implications.
  - (c) Employees shall be credited with all seniority rights with the new Employer.
  - (d) All service credits relating to vacation with pay, sick leave credits and other benefits shall be recognized by the new employer subject to the provisions of any labour contract in effect with the new Employer.
  - (e) Employees will not suffer a reduction in wages.

## ARTICLE 25 – DURATION OF AGREEMENT

- 25.01 This Agreement shall continue in effect from May 1, 2023, to April 30, 2026, and shall continue automatically thereafter for annual periods of one (1) year each unless either party notifies the other in writing not less than 30 days and not more than 90 days prior to the expiration date that it desires to amend or terminate the Agreement.
- 25.02 Negotiations shall begin within 15 days following notification for amendment as provided in the preceding paragraph or such longer period as mutually agreed between the parties.


## ARTICLE 26 – RETROACTIVITY

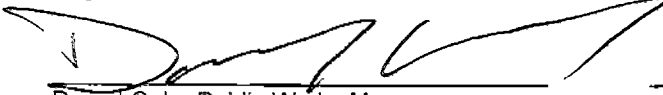
- 26.01 Retroactive payments to all current employees will be made within sixty (60) days following the date of ratification.
- 26.02 All former employees who have retired or resigned but worked for the Town in the period following the expiry of the Collective Agreement and the ratification of the new Collective Agreement shall be sent notice by the Employer at their last known address and will have thirty (30) calendar days from the date notice is sent to claim retroactive payments. The union shall receive a copy of all notices sent to former employees.

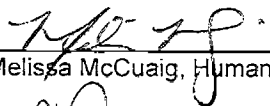
**IN WITNESS THEREOF** the Corporation has hereunto caused its Corporate Seal to be affixed under the hands of its Mayor and Clerk and the party of the Second Part has caused this Agreement to be executed by its proper officers hereunto duly authorized.

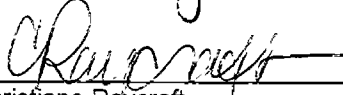
SIGNED this 15<sup>th</sup> day of February 2024, at Collingwood, Ontario.

### CORPORATION OF THE TOWN OF COLLINGWOOD

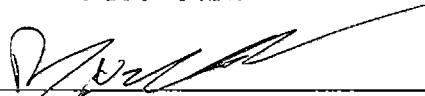
  
\_\_\_\_\_  
Peggy Slama, Director of Public Works  
Engineering & Environmental Services

  
\_\_\_\_\_  
Daniel Cole, Public Works Manager

  
\_\_\_\_\_  
Melissa McCuaig, Human Resources Manager

  
\_\_\_\_\_  
Christiane Raycraft,  
Human Resources Coordinator

### CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1217

  
\_\_\_\_\_  
Ryan Weatherall, Negotiation L1217

  
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Steward, Negotiation Committee Member

  
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Steward, Negotiation Committee Member

  
\_\_\_\_\_  
Dave Dickson, CUPE National Representative

## APPENDIX "A" - WAGES

<b>Job Classification</b>	<b>1-May-2023 <u>2.25%</u></b>	<b>1-Oct-2023 <u>2.25%</u></b>	<b>1-May-2024 <u>2.25%</u></b>	<b>1-May-2025 <u>2%</u></b>
Lead Hand	\$37.43		\$38.27	\$39.04
Mechanic	\$36.67		\$37.50	\$38.25
Machine Operator	\$34.39 **	\$35.16	\$35.95	\$36.67
Truck Driver Labourer	\$33.55 **	\$34.30	\$35.07	\$35.77
Custodian Temporary Labourer	\$29.71		\$30.38	\$30.99

\*\*rates increased by \$2.00 an hour

### Step Rates

The Hiring Rate and three (3) month rate will be 91% and 93% of the 12-month rate for each classification. Temporary employees remain at the hiring rate (91%).

### Upgrading

Employees, if upgraded from one classification to another, shall be paid at that classification rate for the duration for which they are performing the upgraded classification.

### Winter Patrol

Winter Patrol from November to April shall be paid Lead Hand rate.

### **PREMIUMS:**

#### Vector Truck

Employees involved in operating the vector truck will be paid a premium of \$1.25 per hour when so engaged.

#### Snowplow

Employees involved in operating a snowplow will be paid a premium of \$1.25 per hour when so engaged.

#### Sewer

Employees involved in handling raw sewage, excluding operating the vector truck, will be paid a premium of \$1.25 per hour when so engaged.

## APPENDIX “B” – JOB CLASSIFICATIONS

### A. CUSTODIAN

Responsible to perform general building maintenance, set-up, and repair work at public works facilities including providing cleaning and janitorial services, replenishing washroom supplies, maintaining cleaning and consumable supplies' inventory, recyclable/garbage/debris pick up, repairing and reporting vandalism, interior and exterior window washing, walkway sweeping/snow removal, monitoring and checking heating and lighting systems and other associated duties.

### B. TRUCK DRIVER/LABOURER

Responsible for operating light or medium duty truck and for performing generally unskilled labour related to road construction and maintenance and sewer activities in such areas as drainage systems, sidewalk and road surfaces, sign maintenance, tree removal and trimming, sewer maintenance and installation, etc. Maintain equipment, grease, oil and minor repairs.

### C. MACHINE OPERATOR

Responsible for the operation of heavy vehicles including (not limited to) street cleaning machines, front-end loaders, backhoe, grader, sewer flusher and vacuum, traffic sign placement, maintenance construction and/or repair work related to roads, road allowances, sewers, bus shelters, catch basins, ditches, sidewalks and curbs, and Public Works facility areas. Operation of power equipment such as mowers and jack hammers and/or sidewalk snow clearing equipment and various hand tools. Assist with annual snow removal and sanding operations, as assigned. Maintain equipment, grease, oil and minor repairs.

### D. MECHANIC

As a Mechanic and Heavy Truck Mechanic, responsible to maintain a Ministry approved licensing station to inspect, certify and repair the Public Works fleet of gas and diesel-powered vehicles and equipment. The mechanic is responsible for maintaining mobile units (trucks, heavy and small equipment) and stationary equipment in a safe and effective manner. Providing these services in an effective and efficient manner will ensure the reliability, access and safety of the Town's Public Works mobile and stationary equipment. The equipment is critical to maintaining the Town and to the health, safety and wellness of its residences. May also assist in other Public Works Departments utilizing knowledge of equipment operation. Schedule and plan maintenance activities for equipment.

### E. LEAD HAND

Provide assistance to the Supervisor, Public Works by participating in Winter Patrol activities, coordinating and overseeing the work activities of Public Works staff, as assigned/required, including providing guidance to staff and assisting with orientation and heavy equipment training; provide input into work schedules for daily activities as requested; advise Supervisor, Public Works on work status and problems.

Responsible to coordinate, expedite, and/or perform maintenance, construction, repair, and administrative work related to the Municipality's roads and associated infrastructure maintenance including heavy equipment operation, excavations, road resurfacing, road preparation, culvert replacement, ditching, associated inspections and reporting of problem areas, for the operation of graders, trucks, backhoes, street cleaning machines, front-end loaders, jack hammers and other hand and power equipment; for assisting with other Public Works functions including hot and cold asphalt patching, litter and debris pick up, sidewalk and curb repair, grass cutting, sod placement, tree removal and/or trimming and stump removal and/or other operations; and for providing guidance to and/or assisting with the orientation and training of staff, as required and other duties.

## APPENDIX “C” – SHORT TERM INCOME PROTECTION PLAN

A Short-Term Income Protection Plan (STIPP) shall be available to all full-time employees who have completed the probationary period as of that date and to new employees on the first working day following completion of six (6) months service.

a) Short Term Income Protection Plan

The Plan is designed to provide the employee with an income if they cannot perform their normal duties due to illness or injury during both short and long-term disabilities. This Plan is not intended to duplicate or replace any Workplace Safety and Insurance Benefits. An employee will be paid while they are disabled until the earlier of:

- (i) the employee returns to work, or
- (ii) the employee retires, either at the normal retirement age or opts to retire early; or
- (iii) the employee exhausts their entitlement under either of the plans; or
- (iv) the employee dies; or
- (v) the employee resigns.

b) Service for all employees, for the purpose of the Plan, shall mean completed years of service with the Corporation and shall commence from the date of their employment with the Corporation and shall be based on full years of service.

c) Short Term Disability

This is defined as a period of disability resulting from illness or injury as determined by a legally qualified medical practitioner which prevents an employee from attending their regular work and which extends for a period of not more than 17 weeks. At the discretion of the Employer, a second opinion may be requested from the Employer's third-party disability adjudicator. During the period of disability, pay will be continued in accordance with the following schedule:

Seniority Service	Amount Payable	
	100% of pay	75% of pay
6 months but less than 1 year	1 week	16 weeks
1 year but less than 2 years	2 weeks	15 weeks
2 years but less than 3 years	3 weeks	14 weeks
3 years but less than 4 years	4 weeks	13 weeks
4 years but less than 5 years	5 weeks	12 weeks
5 years but less than 6 years	7 weeks	10 weeks
6 years but less than 7 years	9 weeks	8 weeks
7 years but less than 8 years	11 weeks	6 weeks
8 years but less than 9 years	13 weeks	4 weeks
Over 9 years	17 weeks	0 weeks

d) Pay

For the purpose of this Plan, a week's pay for hourly paid employees shall be the basic hours worked per week multiplied by the employee's standard rate per hour paid on a weekly basis.

Payment based on the above schedule will be made on the following basis:

- (a) a non-occupational accidental injury; or
- (b) absence due to illness with the provision that any absence of one-half (½) or more of one (1) shift on a scheduled working day will constitute an occasion:
  - (i) from the first (1<sup>st</sup>) day of absence for the first four (4) occasions of absence in a calendar year;
  - (ii) from the second (2<sup>nd</sup>) day of the fifth (5<sup>th</sup>) absence in the calendar year;
  - (iii) from the third (3<sup>rd</sup>) day of the sixth (6<sup>th</sup>) absence in the calendar year, and
  - (iv) from the fourth (4<sup>th</sup>) day of the seventh (7<sup>th</sup>) and subsequent absences in a calendar year.

- e) Payments will be made for a maximum of 17 weeks during any one (1) continuous period of disability. Successive absences due to the same or a related cause will be considered as one (1) continuous period of disability, unless separated by return to active employment for a period of two (2) months. A disability due to a different cause will be considered a new period, even if the disability occurs within a two (2) month period.
- f) Sick leave days left standing to an employee's credit upon implementation of the Plan may be used to replace the unpaid days as provided for in (ii), (iii) and (iv) above, or to make up the difference between 75% and 100% entitlement as per the Seniority Service Schedule.
- g) When an employee can demonstrate to the Corporation that they can only attend their physician as part of a regular treatment during the day, the absence shall not constitute an occasion for the purposes of this plan.
- h) Where the Corporation believes there is an abuse of sick time, they will notify the Union and the employee that the next absence may require a medical certificate upon return to work.
- i) No benefits will be payable during a period of pregnancy leave of absence to which an employee is entitled under the *Employment Standards Act, 2000* as amended from time to time, or during any such longer period of pregnancy leave for which the employee has applied and been approved by the Corporation. However, employees will be covered under the Plan in the event of complications arising out of pregnancy and continues past the period of pregnancy leave.
- j) The Corporation will continue to pay fringe benefits costs including dental, Employer Health Tax, extended health care, life insurance, etc., and any other applicable benefits negotiated during any disability. Where required, payroll deductions for pension purposes will continue to be made from disability pay.
- k) Short term disability benefits will not be paid for periods of absence from work for which an employee receives vacation.
- l) Employees who receive their vacation pay in advance and are certified disabled during their vacation period and who return their vacation pay to the Corporation, in units of no less than the recognized vacation weeks, will receive STIPP benefits for which they are eligible.
- m) At the end of a vacation calendar year, unused vacation may be paid if an employee was not able to take their vacation entitlement as a result of being off work due to illness or accident. Disability benefits will not be paid for those days for which an employee is eligible for and receives statutory holiday pay.
- n) Short term disability payments will be offset by any disability benefits payable to the employee from the Canada Pension Plan.
- o) Medical documentation (including a completed medical certificate and/or Functional Abilities Form) from a qualified medical practitioner will be required for each period of absence lasting more than three (3) days. The Town shall reimburse employees for the cost of such medical documentation up to a maximum of \$20 per doctor's note and \$40 when a doctor has completed the Town's medical certificate and/or FAF that is acceptable to the Town.
- p) Personal Emergency Leave (PEL): Regular employees may convert up to two (2) days of sick leave per calendar year to paid PEL to be used to attend to the illness, injury, medical emergency or other urgent matter (e.g., an event that is unplanned or out of the employee's control and can cause serious negative consequences including emotional harm if not responded to) regarding an immediate family member that is not otherwise covered by the sick leave or bereavement provisions of this agreement.

- i) For the purpose, immediate family member is defined as:
  - Spouse (including common-law or same gender).
  - Parent (including step or foster), child (including step or foster), grandparent (including step), grandchild (including step) of the employee or the employee's spouse;
  - Spouse of the employee's child;
  - Sibling of the employee; or,
  - Other relative of the employee who is dependent upon the employee for assistance.
- ii) An employee who missed part of the day to take the leave would be entitled to any wages for the hours they worked and PEL pay for the hours of leave taken. Any portion of a day will be considered as a day of leave towards an employee's PEL allotment.
- iii) Verification from a treating health care professional is not required for PEL; however, other documents appropriate in the circumstances may be required as proof of eligibility for PEL (e.g., disclosing the name of the relative and relationship to the employee, etc.).
- iv) PEL absences will count as an occasion per item 6(b) whether each day is used individually and counted as two (2) occasions or used together and counted as one (1) occasion but will be paid in any circumstance (e.g., an employee had six (6) occasions of absence due to illness and requires a PEL day, this will count as the employee's seventh (7<sup>th</sup>) occasion but the PEL day will be paid.)

## APPENDIX “D” – LONG TERM DISABILITY

a) Long Term Disability

The Long-Term Disability insurance provides income security should an employee become totally disabled prior to age 65 due to a sickness or injury as determined by a legally qualified medical practitioner, which prevents an employee from attending work and which extends for a period of more than 17 weeks. The Plan provides coverage on and off the job.

b) Definition of Total Disability

Total disability means that the employee is unable, because of sickness or accident or mental incapacity resulting from injury or disease, to perform the duties of the employee's regular occupation. This definition applies for the 24 months of payments. After this time, the inability to perform any occupation for which the employee is reasonably fitted by training, education or experience will constitute a total disability. It is not required that the employee be confined to home, but they must be under the regular care of a physician.

c) Monthly Benefits

The monthly benefit is equal to 75% of the normal base monthly earnings and excludes overtime pay, bonuses and other special compensation. This amount is reduced by an income payable as a result of the disability from any of the following sources:

1. Sick pay from the Town of Collingwood.
2. Any other group insurance disability benefits arranged through the Corporation or any professional association.
3. Retirement benefits from the Town of Collingwood or a governmental plan.
4. Governmental disability benefits.
5. Workplace Safety and Insurance benefits.
6. Canada or Quebec Pension Plan benefits excluding benefits for dependents and automatic adjustment due to Cost of Living Index while receiving benefit.

d) The Corporation will continue to pay fringe benefit costs including dental, Employer Health Tax, extended health care, life insurance, etc., and any other applicable benefits negotiated during any disability. Where required, payroll deductions for pension purposes will continue to be made from disability pay.

e) Commencement of Benefits

The benefits commence four (4) months from the date that disability began, which shall include the period of payment under the terms of the short-term income protection plan. Proof of disability must be submitted within four (4) months following the Qualifying Period.

f) Benefit Period

Following the Qualifying Period, the Employee will receive a monthly income until the earlier of:

1. Attainment of age 65.
2. Cessation of total disability.
3. Attainment of date of retirement.
4. Death.

g) Recurrent Disabilities

A recurrence of total disability due to the same or related causes will be treated as the same disability unless the employee returned to work full time for more than:

1. One (1) month if satisfying the qualifying period, or
2. Six (6) months if receiving the disability benefits.

h) Rehabilitative Employment

If, while the Plan is in force, the employee is able to engage in some work and earn some income, the Plan will continue to pay on a reduced basis. The benefit amount will be reduced by 50% of the wages or earnings which the employee receives from such employment from the time rehabilitation income commences for a maximum of 24 months.

i) Waiver of Premium

Premiums for Long Term Disability falling due within a period when benefits are payable are waived.

j) Termination of Employment

The Long-Term Disability Plan terminates when employment is terminated. If an employee is disabled at the time of termination, they may still be eligible for Long Term Disability benefits in accordance with the provisions of the Plan.

k) Exceptions and Limitations

Benefits are not payable for the following:

1. A disability where the employee is not under continuing medical supervision and treatment.
2. A disability caused by intentionally self-inflicted injuries or illness while sane or self-inflicted injuries or illness while insane.
3. A disability resulting from insurrection, war, service in the armed forces of any country, or participation in riots.
4. Pregnancy related disabilities during any period the employee is on pregnancy leave of absence to which she is entitled under applicable Provincial statutes or mutually agreed to by the employee and the Town of Collingwood.
5. Flying or air travel, except when flying or travelling as a passenger in an aircraft for which a certificate of airworthiness has been issued by the appropriate government authority and which is operated by a properly licensed pilot.
6. An employee, physically able to engage in an occupation or employment, shall not be deemed to be totally disabled if they are prevented from engaging in that occupation or employment by any disqualification of law, licensing or employment practice even though such disqualification may arise from or be related to bodily injury or sickness for which they have received benefits provided by this policy.
7. In no event shall absence outside the territorial limits of Canada or the United States in North America be considered as part of a disability period unless approved by the company in writing prior to the beginning of such absence.

l) Claims

To make a Long-Term Disability Claim, obtain a claim form from the Payroll Department, have the employee's doctor complete the form and return it to the Payroll Department. In order to be eligible for payment, claims must be submitted no later than six (6) months following the Qualifying Period.

m) Taxability of Benefits

Because the premiums are paid by the Town of Collingwood, all benefit payments from the Plan during a period of disability are considered as taxable income.

n) The Town shall reimburse employees for the cost of medical documentation up to a maximum of \$20 per doctor's note and \$40 when a doctor has completed the Town's medical certificate and/or FAF that is acceptable to the Town, both when requested by the Town.

# LETTER OF UNDERSTANDING

BETWEEN:

**CORPORATION OF THE TOWN OF COLLINGWOOD**  
(hereinafter called the 'Corporation')

- and -

**CANADIAN UNION OF PUBLIC EMPLOYEES, AND ITS LOCAL 1217**  
(hereinafter called the "Union")

**Re: Ontario Labour Relations Act (OLRA) and Employment Standards Act (ESA)**

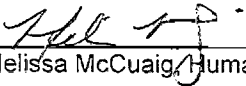
The Corporation and the Union agree to review the changes to the Employment Standards Act (ESA) and the Ontario Labour Relations Act (OLRA) enacted by the Province of Ontario. The parties agree to reconvene the applicable bargaining committees where either party has given at least fifteen (15) business days' notice to discuss the implications of those changes.

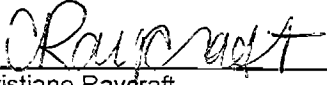
SIGNED this 1<sup>st</sup> day of February, 2024, at Collingwood, Ontario.

FOR THE CORPORATION:

  
\_\_\_\_\_  
Peggy Skana, Director of Public Works  
Engineering & Environmental Services

  
\_\_\_\_\_  
Daniel Cole, Public Works Manager

  
\_\_\_\_\_  
Melissa McCuaig, Human Resources Manager

  
\_\_\_\_\_  
Christiane Raycraft  
Human Resources Coordinator

FOR THE UNION:

  
\_\_\_\_\_  
Ryan Weatherall, Negotiation L1217

  
\_\_\_\_\_  
Greg Peyton, Negotiation Committee Member

  
\_\_\_\_\_  
Mark Elligson, Negotiation Committee Member

  
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Dave Dickson, CUPE National Representative

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**CORPORATION OF THE TOWN OF COLLINGWOOD**  
(hereinafter called the "Corporation")

- and -


**CANADIAN UNION OF PUBLIC EMPLOYEES, AND ITS LOCAL 1217**  
(hereinafter called the "Union")


**Re: Group Health Benefits**

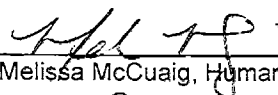
If the Corporation engages in a review of the group health benefits plans with a view to creating a common plan design, the corporation will establish a working group comprised of Human Resources, Benefits, and representation from the various employee groups to garner feedback on the components of the current plans. This is a non-binding arrangement, and any design changes would have to be negotiated with the Union.

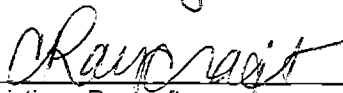
SIGNED this 15<sup>th</sup> day of February, 2024, at Collingwood, Ontario.

FOR THE CORPORATION:

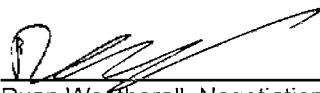
  
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Peggy Sanna, Director of Public Works  
Engineering & Environmental Services

  
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Daniel Cole, Public Works Manager

  
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Melissa McCuaig, Human Resources Manager

  
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Christiane Raycraft  
Human Resources Coordinator

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Dave Dickson, CUPE National Representative

# LETTER OF UNDERSTANDING

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**CORPORATION OF THE TOWN OF COLLINGWOOD**  
(hereinafter called the "Corporation")

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**CANADIAN UNION OF PUBLIC EMPLOYEES, AND ITS LOCAL 1217**  
(hereinafter called the "Union")

**Re: Training Opportunities**

Both parties agree that all members should be made aware of discretionary training opportunities. To this end, Management will post information regarding opportunities for discretionary training on the staff bulletin board for all members to view.

It is the responsibility of the individual member to approach Management to express their interest prior to the response deadline indicated for a particular post. It is understood that approval for training is at Management's discretion.

SIGNED this 1<sup>st</sup> day of February 2024, at Collingwood, Ontario.

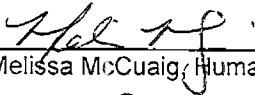
FOR THE CORPORATION:



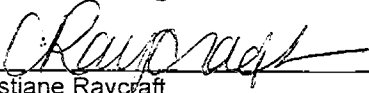
Peggy Slama, Director of Public Works  
Engineering & Environmental Services



Daniel Cole, Public Works Manager

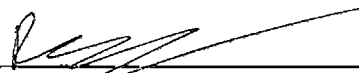


Melissa McCuaig, Human Resources Manager

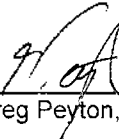


Christiane Raycraft  
Human Resources Coordinator

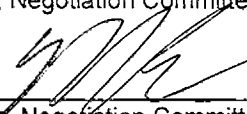
FOR THE UNION:



Ryan Weatherall, Negotiation L1217



Greg Peyton, Negotiation Committee Member



Mark Elligson, Negotiation Committee Member



Dave Dickson, CUPE National Representative

# LETTER OF UNDERSTANDING

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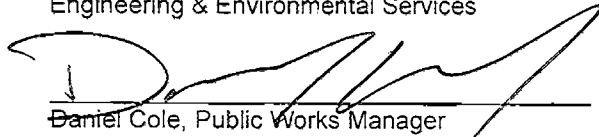
**Re: Machine Operator Position**

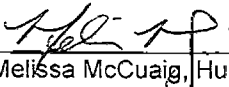
The Corporation will maintain the existing number of four (4) machine operator positions for the duration of the agreement.

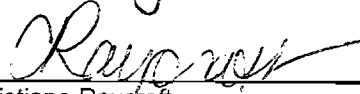
SIGNED this 1<sup>st</sup> day of February 2024, at Collingwood, Ontario.

FOR THE CORPORATION:

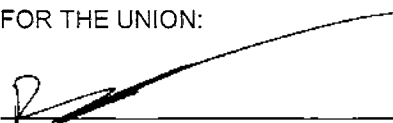
  
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Engineering & Environmental Services

  
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Daniel Cole, Public Works Manager

  
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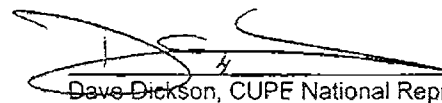
  
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Christiane Raycraft  
Human Resources Coordinator

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Dave Dickson, CUPE National Representative

# LETTER OF UNDERSTANDING

**BETWEEN:**

**CORPORATION OF THE TOWN OF COLLINGWOOD**  
(hereinafter called the "Corporation")

- and -

**CANADIAN UNION OF PUBLIC EMPLOYEES, AND ITS LOCAL 1217**  
(hereinafter called the "Union")

## **Re: Work Assignment by Seniority**

Whereas the Union has brought forward a request to the Corporation to work collaboratively to find a mutual resolution on the assignment of work on a seniority basis that will address both the Union's desire for a seniority-based system while continuing to meet the Corporation's mandatory operational requirements.

Therefore, both parties, without prejudice or precedence, the Parties agree, on a trial basis, to suspend the operation of Article 16.06 and to utilize the following process for the duration of this Letter of Understanding. It is agreed this Letter of Understanding will expire on April 30, 2026.

### **1) Re Article 16 – Overtime**

The Corporation agrees to assign overtime on a seniority basis subject to the terms contained herein. Beyond the On-call (Stand-By) employee, assignment of overtime shall be to the most senior qualified employee, excluding the Custodian and Mechanic.

### **2) Winter Operations**

The Corporation agrees to assign winter routes and operational duties by seniority within job class.

For non-overtime call out purposes, employees will be called to perform their currently assigned routes. Where a short-term vacancy exists from illness or absence, the route will be covered by the most senior qualified employee not already assigned to a primary snow plow route excluding the Custodian and Mechanic.

For overtime call out purposes, employees will be called to perform their assigned routes, except where isolated and minor winter operations are required which can be addressed by a singular employee (spot sanding, drifting, etc.) in which case the on-call operator will be called, provided the on-call operator is qualified to perform the work. If the on-call operator is not qualified to perform the work, the process detailed above will be followed.

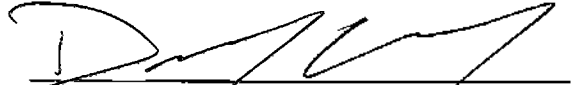
### **3) Temporary Workers**

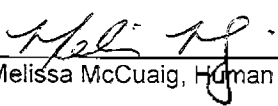
Overtime shall be offered to permanent employees, as noted in item 1, prior to being offered to Temporary employees.

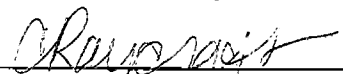
SIGNED this 1st day of February, 2024, at Cambridge, Ontario.

FOR THE CORPORATION:


  
\_\_\_\_\_  
Peggy Slama, Director of Public Works  
Engineering & Environmental Services


  
\_\_\_\_\_  
Daniel Cole, Public Works Manager

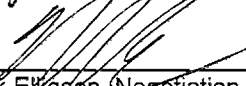
  
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Melissa McCuaig, Human Resources Manager

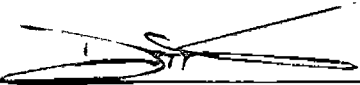
  
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Christiane Raycraft  
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Greg Peyton, Negotiation Committee Member

  
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