

**CUPE-SCFP** Canadian Union of Public Employees  
Syndicat canadien de la fonction publique



Municipality of Dysart et al  
*In the Heart of the Haliburton Highlands*

## **COLLECTIVE AGREEMENT**

**Between**

**THE CORPORATION OF THE UNITED TOWNSHIPS OF  
DYSART,  
DUDLEY, HARCOURT, GUILFORD, HARBURN, BRUTON,  
HAVELOCK, EYRE AND CLYDE**

**(hereinafter referred to as “the Employer”)**

**OF THE FIRST PART**

**and**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL # 2142**

**(hereinafter referred to as “the Union”)**

**OF THE SECOND PART**

**EXPIRING DECEMBER 31, 2027**

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## **ARTICLE 1 - PREAMBLE**

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- 1.01           Whereas it is the desire of both parties to this Collective Agreement:
- (a)       To maintain and improve the existing harmonious relations and settled conditions of employment between the Employer and the Union;
  - (b)       To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work and scale of wage, etc.;
  - (c)       To encourage efficiency in operation;
  - (d)       To promote the morale, well-being and security of all the employees in the bargaining unit of the Union.

1.02           And whereas it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in a Collective Agreement.

Now therefore the parties agree as follows:

### **1.03           Potential Employees**

The Employer agrees to acquaint new employees with the fact that a Union Collective Agreement is in effect, and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-Off.

### **1.04           Interviewing Opportunity**

On commencing employment, the employee's immediate supervisor shall introduce the new employee to their Union Steward or representative. An officer of the Union shall be given an opportunity to interview each new employee within regular working hours, without loss of pay, for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting the new employee with the benefits and duties of union membership and their responsibilities and obligations to the Union.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

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2.01           The Union recognizes that it is the function of the Employer to manage the affairs of the operation and to direct the working forces of the Employer, subject to the terms of this Collective Agreement.

## **ARTICLE 3 - RECOGNITION AND NEGOTIATIONS**

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3.01 The Employer, or anyone authorized to act on its behalf, approved and recognizes the Canadian Union of Public Employees, and its Local Union 2142 as the sole collective bargaining agent for all road employees, save and except the Director of Public Works and the Operations Manager, and hereby consents and agrees to negotiate with the Union, or any authorized Committee thereof in any and all matters affecting the relationship between the parties to this Collective Agreement, looking towards peaceful and amicable settlement of any differences that may arise between them.

### **3.02 Work of the Bargaining Unit**

Persons whose regular jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, if such performing of work results in the lay-off or discharge of such employees or the reduction in the number of employees, or a reduction in the available hours of work or for controlling overtime.

Nothing would preclude persons excluded from the bargaining unit from doing bargaining unit work for purposes of instruction, experiment or in emergencies, when regular employees are not available.

The Union recognizes that the Employer may deem it necessary for certain work to be done by persons outside the bargaining unit (ie: infrastructure projects).

No member of the bargaining unit who has accumulated seniority as a permanent employee shall be dismissed by the Employer as a result of contracting out or the introduction of technology change or mechanization.

3.03 No employee shall be required or permitted to make a written or verbal agreement with the Employer or their representative, which may conflict with the terms of this Collective Agreement.

In respect of the employees covered by this Collective Agreement, the Employer shall not recognize, during the currency of this Collective Agreement, any other bargaining agent in respect of any matters herein dealt with.

**3.04 Merger and Amalgamation Protection**

In the event that the Employer seeks, or is compelled, to merge or amalgamate with another employer, the Employer agrees to approach any such negotiations in accordance with the following principles:

- (a) Employees should be credited with all seniority rights;
- (b) Employees should keep all service credits relating to vacations, benefits & sick leave;
- (c) Employees should not have the conditions of their employment or wage rates reduced.

Subject to any applicable statute or regulation.

**3.05 No Contracting Out**

It is agreed that there shall be no contracting out of work which is normally done by members of this bargaining unit if, as a result of such contracting out, the complement of staff is reduced.

**ARTICLE 4 - NO DISCRIMINATION**

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4.01 The Employer, its servants and agents agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, up-grading, promotion, transfer, lay-off, discipline, discharge or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, sex or marital status, nor by reason of their membership in a labour union, provided this shall not interfere with automatic retirement of all employees at age sixty-five (65).

4.02 The parties agree to abide by the provisions of the *Human Rights Act*.

**ARTICLE 5 - UNION SECURITY**

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5.01 All employees of the Employer with the bargaining unit, 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. The Union shall be the sole judge of the good standing of its members. All future employees of the Employer within the bargaining unit shall, as a condition of continued employment, become members in good standing in the Union not later than two (2) months of continuous employment with the Employer.

## **ARTICLE 6 – LABOUR MANAGEMENT COMMITTEE**

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- 6.01 There shall be a Labour Management Committee composed of two (2) representatives of the Union and two (2) representatives of the Employer. Additional representation by either party may be required if a particular issue being discussed warrants it.
- 6.02 The function of the Labour Management Committee shall be to discuss matters of mutual concern to the parties, except those covered by Article 10.03, but it is understood and agreed that the Committee will not discuss grievances. It is also understood that Committee discussions shall not give rise to grievance or discipline.
- 6.03 **Labour Management Frequency of Meetings**
- The Committee will meet on an as needed basis with a meeting being convened at a mutually agreed upon time.
- 6.04 Minutes shall be recorded by the Employer and a copy posted on the Union bulletin board in the lunchroom.
- 6.05 Union committee members will be allowed time off with pay to attend such meetings.

## **ARTICLE 7 - CHECK-OFF OF UNION DUES**

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- 7.01 The Employer shall deduct from every employee covered by this Collective Agreement any dues or assessments levied in accordance with the Union constitution and/or by-laws, and owing by them to the Union.
- 7.02 All such deductions shall commence the first (1st) month of employment provided that the employment date is prior to the fifteenth (15th) and forward the money so deducted to the Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the month following, together with the names of the employees added or deleted during that period. The Employer will provide a list of employee names and union deductions to the Secretary-Treasurer via email to their Dysart email address.
- 7.03 If an employee is not on the payroll due to a serious illness, an occupational accident or leave of absence without pay, it is not the Employer's responsibility to deduct or in any way to retrieve union dues from the employee for this period.

- 7.04 The Union shall indemnify and save harmless the Employer from any and all claims arising out of the collection, attempted collection, custody of and/or account of such dues or assessments.

## **ARTICLE 8 - SEASONAL EMPLOYEES**

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- 8.01 Seasonal employees shall mean employees hired for seasonal work for a period not to exceed nine (9) months out of twelve (12) months. Such employees shall be considered to be exempt from all clauses of this Collective Agreement with the exceptions of Articles 3, 4, 5, 6, 7, 8, 14, 15, 16, 17, 20.02, 26.05, 26.07, 26.11 and Schedule "A".

In addition to the above, a seasonal employee shall be allowed two (2) paid sick days per year.

Notwithstanding the above, in the event the Employer requires a seasonal employee to continue to work beyond the timeframe listed above, in order to backfill an existing employee who is on leave, said seasonal employee shall stay. At no time, however, without agreement between the Parties, shall a seasonal employee remain at work for longer than twelve (12) continuous months. It is understood that a seasonal employee shall be paid at the rate of the classification for which they are backfilling.

- 8.02 Vacation for seasonal employees shall be as per the *Employment Standards Act*.

## **ARTICLE 9 - RESOLUTIONS AND REPORTS OF THE COUNCIL**

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- 9.01 The Employer agrees that, where practicable, any reports or recommendations about to be made to the Council dealing with wages and working conditions, and which affect employees within this bargaining unit, shall be communicated to the Union in time to afford the Union a reasonable opportunity to consider them, and if thought necessary, of speaking to them when they are dealt with by the Council.

### **9.02 Correspondence**

All correspondence between the parties, arising out of this Collective Agreement or incidental thereto, shall pass to and from the Chief Administrative Officer and/or their designate and the Secretary and/or their designate of Local 2142.

## **ARTICLE 10 - LABOUR MANAGEMENT NEGOTIATIONS**

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### **10.01 Bargaining Committees**

A bargaining committee shall be appointed and consist of not more than four (4) members of the Employer, as appointees of the Employer, and not more than four (4) members of the Union as appointees of the union. The Union will advise the Employer of the Union nominees to the committee.

Any representative of the Union on the Bargaining Committee, who is in the employment of the Employer, shall have the privilege of attending meetings of the Bargaining Committee if held within working hours without loss of remuneration.

### **10.02 Meeting the Committees**

In the event of either party wishing to call a meeting of the Committees, the meeting shall be held at a time and place fixed by mutual agreement. However, such meeting must be held not later than six (6) calendar days after the request has been given.

### **10.03 Function of Bargaining Committee**

All matters of mutual concern between the parties regarding the Contract shall be referred to the bargaining committee for discussion and settlement.

### **10.04 Representative of Union**

The Union shall have the right at any time to have the assistance of a representative of Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representatives shall have access to the Employer's premises in order to investigate or assist in the settlement of grievance.

### **10.05 Representative of Employer**

The Employer shall have the right at any time to the assistance of a consultant.

### **10.06 Technical Information**

The Employer shall make available to the Union, upon request, the following information with regard to members of the bargaining unit: positions in the bargaining unit, job classifications and wage rates.

10.07      **Representatives**

No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union. In order that this may be carried out, the Union shall supply the Employer, in writing, with the names of its officers. Similarly, the Employer shall supply, in writing, the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

10.08      **Permission to Leave Work**

The Union understands and agrees that the Union officers and committee members are employed to perform work for the Employer. They will not leave their work during working hours except to perform their duties under this Collective Agreement. They shall not leave their work without obtaining permission of their Supervisor; such permission shall not be unreasonably withheld and providing that such absence does not result in a disruption in the day-to-day operations. When resuming their regular work, they shall again report to their supervisor.

Time away from the job by the Union officers and committee members, if approved by the Employer, shall be without loss of regularly scheduled straight time pay. The Employer reserves the right to limit such time if it deems the time so taken to be excessive.

**ARTICLE 11 – SENIORITY**

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11.01      Seniority is defined as the length of service in the bargaining unit and shall be used to determine preference or priority for promotions, transfers, demotions, lay-offs and recalls.

11.02      **Seniority List**

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year.

11.03      **Probationary Employee**

Newly hired employees shall be considered on a trial basis for a period of six (6) months of continuous employment including overtime from the date of hiring. During the probationary period employees shall be entitled to all rights

and privileges of this Collective Agreement except with respect to discharge and the benefits provided for under Article 24 – Health Benefits.

The employment of such employees may be terminated at any time during this period of six (6) months without recourse to the grievance procedure. After completion of the probationary period, seniority shall be effective from the original date of employment.

Newly hired employees shall not be eligible for the benefits provided for under Article 24 – Health Benefits until completion of probation.

#### 11.04 **Seniority During Absence**

If an employee is absent from work because of sickness, accident, lay-off, or leave of absence approved by the Employer, they shall not lose seniority rights.

An employee shall only lose their seniority and employment shall terminate in the event:

- (a) They are discharged for just cause and is not re-instated;
- (b) They resign;
- (c) They are absent from work in excess of five (5) working days without notifying the Employer;
- (d) After a lay-off, they fail to return to work within fourteen (14) calendar days, after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of their current address.

The Employer shall have the ability to temporarily fill the position pending the return to work of a recalled employee.

### **ARTICLE 12 - LAY-OFFS AND RE-HIRINGS**

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#### 12.01 **Lay-off and Re-hiring Procedures**

Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a lay-off, employees shall be laid off in the reverse order of their seniority. Employees shall be recalled in the order

of their seniority providing they are qualified to do the work.

No new employees will be hired until those laid off have been given an opportunity of re-employment.

**12.02 Notice of Lay-off**

The Employer shall notify employees who are to be laid off three (3) working days before the lay-off is to be effective. If the employee laid off has not had the opportunity to work three (3) working days after notice of lay-off, they shall be paid in lieu of work for that part of the three (3) working days during which work was not made available.

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**ARTICLE 13 - PROMOTIONS AND STAFF CHANGES**

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**13.01 Job Postings**

When a vacancy occurs or a new position is created, the Employer shall notify the Union in writing and post the notice of the position in the Employer's office and on all bulletin boards for a minimum of one (1) week in order that all members will know about the position and be able to make written application therefore.

Job vacancies may be filled by temporary transfer while the job posting procedure is being followed but the temporary incumbent shall not be given preference because of their temporary status.

**13.02 Information in Posting**

Such notice shall contain the following information:

Nature of position, qualifications, required knowledge and education, skills, shift, wage or salary rate or range.

These qualifications may not be established in an arbitrary or discriminatory manner.

**13.03 Method of Making Appointments**

In making staff changes, transfers or promotions, appointment shall be made of the applicant with the greatest seniority, and having the required skill, ability and willingness to perform the change, transfer or promotion. Appointments from within the bargaining unit shall be made within four (4) weeks of posting.

13.04 **Trial Period**

The successful applicant shall be placed on trial for a period of two (2) months. Conditional of satisfactory service, such trial promotion shall become permanent after the period of two (2) months. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee finds himself unable to perform the duties of the new job classification, they shall be returned to their former position without loss of seniority and wage or salary. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position without loss of seniority and former wage or salary.

13.05 **Disabled Employees' Preference**

In the event that an employee sustains injuries at work or becomes afflicted by any occupational disease during the course of employment and becomes physically disabled as a result thereof, every effort will be made by the Employer to give the disabled employee such suitable employment as is available.

13.06 **Union Notification**

The Union shall be notified of all appointments, hirings, lay-offs, re-hirings and termination of employment.

13.07 No outside advertisement for any vacancy shall be placed until the applications of present union members have been fully processed.

13.08 **Job Classification**

If a new job is established, or if a legislative or regulatory requirement is introduced for any classification by the provincial or federal government, the Employer will set a rate for the job and immediately notify the Union. If this rate is acceptable to the Union it becomes the rate for the job. If the rate is not acceptable to the Union, the Union will advise the Employer, and negotiations will then take place between the parties in an effort to establish a rate which is mutually satisfactory. If these negotiations fail to produce a satisfactory rate, the Union shall have the right to the grievance and arbitration procedure.

## **ARTICLE 14 - GRIEVANCE PROCEDURE**

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14.01 In order to provide an orderly procedure for the settling of grievances, the Employer acknowledges the right of the Union to appoint, or otherwise select a grievance committee of not more than three (3) stewards, whose duties shall be to assist any employee working in the respective department or groups of departments which the steward represents in preparing and in presenting their grievance in accordance with the grievance procedure. One (1) steward will be appointed by the Union as the Chief Steward.

### **14.02 Settling of Grievances**

Should a dispute arise between the Employer and any employee(s) or the Union regarding the interpretation, meaning, operation, or application of this Collective Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Collective Agreement has been violated, or should any other dispute arise, an earnest effort shall be made to settle the dispute in the following manner:

#### **Complaint Procedure**

If an employee has a complaint, they shall discuss it with the Operations Manager. Failing settlement, the complaint may be filed as a grievance.

#### **Step One**

If the Steward considers the complaint of the employee justified to be a grievance, they shall, with the employee(s) concerned, submit to the Director of Public Works a written statement of the particulars of the complaint and the redress sought. In order to be considered the grievance must be submitted within ten (10) days of the circumstances giving rise to when it occurred.

The Director of Public Works shall provide a decision within five (5) working days after receipt of such notice.

#### **Step Two**

Failing settlement being reached in Step 1, the Grievance Committee, may within five (5) working days following receipt of the answer at Step 1 submit the matter to the Chief Administrative Officer, or designate. The Grievance Committee, and a representative of the National Union if requested by the Union, shall meet as promptly as possible with the Chief Administrative Officer and/or such other persons as the Chief Administrative Officer may desire to

consider the grievance. The Chief Administrative Officer shall render a decision, in writing, within ten (10) working days after receipt of such notice.

### **Step Three**

Failing agreement being reached in Step 2, application shall be made of the Council in writing, stating the grievance concerned and a hearing shall be granted at the next regular meeting of the Council following the application.

Failing a satisfactory settlement being reached in Step 3, the Union may, within ten (10) days following receipt of the answer at Step 3, refer the dispute to arbitration.

#### **14.03 Union May Initiate Employee or Group Grievance**

The Union and its representatives shall have the right to originate a grievance for any employee or a group of employees in the manner provided in the grievance procedure.

#### **14.04 Union May Initiate Policy Grievance**

Where a dispute involving a question of general application or interpretation occurs, the Union and its representatives shall have the right to originate a grievance at Step 2 of the Grievance Procedure.

14.05 Replies to grievances shall be in writing at all stages.

14.06 Grievances settled satisfactorily within the time allowed shall date from the time the grievance was filed.

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

## **ARTICLE 15 - ARBITRATION**

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### **15.01 Composition of Board of Arbitration**

When either party requests that a grievance be submitted to arbitration, the request shall be made in writing addressed to the other party of the Collective Agreement. Within five (5) days thereafter, each party shall name an arbitrator to an arbitration board and notify the other party of the name and address of its appointee.

If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a Chairperson within five (5) days, the appointment shall be made by the Minister of Labour upon the request of either party.

**15.02 Who May be an Arbitrator**

No person shall be selected as a member of an arbitration board who:

- (a) Is acting, or has within a period of six (6) months preceding the date of their appointment, acted in the capacity of solicitor, legal advisor, counsel or paid agent of either of the parties.
- (b) Has any pecuniary interest in the matters referred to the Board.

**15.03 Board Procedure**

The Board may determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations to it. The Board shall commence its proceedings within forty-eight (48) hours after the Chairperson is appointed. It shall hear and determine the difference or allegation and render a decision within ten (10) days from the time the Chairperson is appointed. The decision of a majority shall be the decision of the Board.

**15.04 Decisions of the Board**

The decision of the Board of Arbitration shall be final and binding on all parties, but in no event shall the Board of Arbitration have the power to alter, modify, or amend this Collective Agreement in any respect. Should the parties disagree as to the meaning of the decision, either party may apply to the Chairperson of the Board of Arbitration to reconvene the Board to clarify the decision, which it shall do within three (3) days.

**15.05 Each party shall pay**

- (a) The fees and expenses of the arbitrator it appoints.
- (b) One-half (1/2) the fees and expenses of the Chairperson.

**15.06 Amending of Time Limits**

The time limits fixed in both the grievance and arbitration procedure may be

extended by consent of the parties to this Collective Agreement.

**15.07 Witnesses**

At any stage of the grievance or arbitration procedure, the parties may have the assistance of the employee(s) concerned as witnesses and any other witnesses, and all reasonable arrangements will be made to permit the conferring parties or the arbitrator(s) to have access to any part of the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

**ARTICLE 16 - DISCHARGE OR SUSPENSION**

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**16.01 Discharge Procedure**

A regular employee may be dismissed only for just cause and only upon the authority of the Employer. The Department Head may suspend an employee, but shall immediately report such action to the Employer. When an employee is discharged or suspended, they shall be given the reason in the presence of their steward. Such employee and the Union shall be advised promptly in writing by the Employer of the reason for such dismissal or suspension.

16.02 Just cause shall not include the refusal of an employee to cross the picket line of a legal strike.

16.03 An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 14 - Grievance Procedure. Step 1 of the grievance procedure shall be omitted in such cases.

16.04 Should it be found upon investigation that an employee has been unjustly suspended or discharged, such employee shall be immediately re-instated in their former position, without loss of seniority and shall be compensated for all time lost in an amount equal to their normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is

just and equitable in the opinion of the parties or in the opinion of the Board of Arbitration if the matter is referred to such a Board.

16.05 Whenever the Employer deems it necessary to discipline an employee in a manner indicating that suspension or dismissal may follow and repetition of the act continues or such employee fails to bring their work up to a required

standard by a given date, the Employer shall within five (5) days thereafter give written particulars of such discipline to the secretary of the Union, with a copy to the employee involved.

Employees who are required to attend a meeting with the Employer, which is of a disciplinary nature, including fact finding or investigatory meetings, shall be informed by the Employer prior to such meeting of their right to Union representation and if requested by the employee Union representation shall be present. In addition, the employer agrees to notify the Union at the same time the employee is notified. Such notification shall be made to both the Employee and the Union twenty-four (24) hours in advance of such meeting, where possible. Where such notification does not occur any discipline resulting from the meeting shall be void.

All employees shall have the right to a Union Representative during meetings in regard to performance.

16.06 An employee shall receive a copy of any disciplinary action that is placed in their personnel file. A copy of any disciplinary action, which has been placed in the employee's personnel file, shall be removed from the employee's file when the employee has completed eighteen (18) months with a clear disciplinary record from the date of the last occurrence.

**ARTICLE 17 - HOLIDAYS**

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17.01 All employees shall receive one (1) day's pay for not working on the following holidays:

- |   |                  |
|---|------------------|
| New Years' Day                              | Labour Day       |
| Good Friday                                 | Thanksgiving Day |
| Victoria Day                                | Remembrance Day  |
| Canada Day                                  | Christmas Day    |
| Civic Holiday                               | Boxing Day       |
| Day for Truth & Reconciliation              |                  |
| Four (4) hours on Christmas Eve Day         | Family Day       |
| Four (4) hours on the day before New Years' |                  |
| One (1) float holiday                       |                  |

17.02 If a holiday falls on a Saturday or Sunday the following Monday shall be deemed to be the holiday day.

## **ARTICLE 18 - VACATIONS**

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### **18.01 Vacation Year**

For the purposes of this article, the vacation year shall mean the calendar year, which is the period from January 1st to December 31st, in any one year.

### **18.02 Annual Vacation with Pay**

Each full-time employee shall be entitled to an annual vacation with pay (based upon the employee's current basic hourly rate as provided in Schedule "A" to this Collective Agreement) as follows:

- (a) On completion of one (1) year of service, an employee shall be entitled to two (2) weeks vacation with pay.
- (b) In the calendar year in which the employee's third (3rd) anniversary of employment falls, they shall be allowed three (3) weeks vacation with pay.
- (c) In the calendar year in which the employee's ninth (9th) anniversary of employment falls, they shall be allowed four (4) weeks vacation with pay.
- (d) In the calendar year in which the employee's fifteenth (15<sup>th</sup>) anniversary of employment falls, they shall be allowed five (5) weeks vacation with pay.
- (e) In the calendar year in which the employee's twentieth (20<sup>th</sup>) anniversary of employment falls, they shall be allowed six (6) weeks vacation with pay.

Any employee not having a year of service prior to the commencement of the vacation period shall be given a vacation allowance equal to four (4) percent of their salary to date. An employee leaving the service at any time in their vacation year before they have had their vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation. When an employee dies, their estate shall be credited with the value of vacation credits owing to them.

### **18.03 Holidays During Vacation**

If a statutory or declared holiday falls or is observed during an employee's

vacation period, they shall be granted an additional day's vacation for each holiday in addition to their regular vacation time.

**18.04 Preference in Vacations**

All employees shall be granted the vacation period reasonably preferred by the employee and at such time as may be agreed upon by the Employer. Preference in choice of vacation dates shall be determined by seniority of service. Such preference to be made not later than March 31st.

The Employer shall post the vacation schedule no later than April 15<sup>th</sup> and once posted shall not be changed following posting unless mutually agreed to between the employee affected and the Employer.

Employees will be permitted to carry over to the next year a maximum of one (1) weeks vacation, with notification of election by November 1<sup>st</sup>.

**18.05** An employee absent due to injury, illness or on an unpaid leave of absence for a period of more than two (2) months shall not accumulate vacation credits for the period of absence in excess of the two (2) month period.

**18.06 Bereavement During Vacation**

An employee who is eligible for bereavement leave as outlined in Article 20.02 (a) and (b) of this Collective Agreement while on vacation may substitute bereavement leave entitlement for the period of the vacation during which the employee was absent on bereavement leave. In such an event, the employee may reschedule their vacation at a time mutually agreeable to the employee and their Supervisor.

**ARTICLE 19 – SICK LEAVE PROVISIONS**

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**19.01 Sick Leave Defined**

Sick leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick, disabled, exposed to contagious disease, or because of an accident, for which compensation is not payable under the *Workers' Safety and Insurance Board*.

**19.02 Amount of Sick Days**

Employees are entitled to fifty-six (56) hours of sick time per year and unused hours may be carried into the following year for a maximum of one hundred

and thirty-six (136) hours in any given calendar year. Sick leave shall be taken in one (1) hour increments.

Effective January 1, 2005 such fifty-six (56) hours of sick time per year if not taken as sick leave or for other reasons related to health, shall accumulate to a maximum of fifty-six (56) hours and be paid out upon retirement at the current rate of pay.

### **Prior Sick Leave Plans**

Sick leave accumulated in the Municipality's previous sick pay plan is frozen. No cash value is assigned and may be used as sick days, or;

Sick leave frozen at March 1, 1997 may be used to "top up" payments under the *Workers Safety and Insurance Board* award but the employee shall receive no more but the value of their regular salary at the time of sickness or accident.

### **19.03 Proof of Illness**

An employee may be required to produce a certificate from a duly qualified medical practitioner for any illness in excess of two (2) working days, certifying that such employee is unable to carry out their duties due to illness and shall be required to produce a certificate as aforesaid for any illness in excess of three (3) working days.

The Employer shall pay a maximum of \$25.00 per certificate if required by the Employer.

### **19.04 Sick Leave During Leave of Absence**

When an employee is given leave of absence without pay for any reason, or is laid off on account of lack of work and returns to the service of the Employer upon expiration of such leave of absence, etc., they shall not receive sick leave credit for the period of such absence, at the time of such leave or lay-off.

### **19.05 Sick Leave Without Pay**

Sick leave without pay may be granted to any employee who does not qualify for sick leave with pay or who is unable to return to work at the termination of the period for which sick leave with pay is granted. It is understood that health benefits will not be provided during a sick leave without pay. Notwithstanding

that benefits will not be provided during a sick leave without pay, the Employer may agree to allow an employee to borrow from the next year's time off entitlements if all time off entitlements of the employee have been exhausted and the employee has provided a doctor's certificate, in order that the time off is with pay. It is further understood that this clause does not affect the employee's entitlement to benefits while on an approved short term or long term disability plan as approved by the insurance carrier.

19.06 The employees' share of the *Employment Insurance Act* premium reduction rebate shall be paid to the Secretary-Treasurer of Local 2142 quarterly.

19.07 **Infectious Disease and Quarantine**

The Employer agrees to provide 40 additional hours annually for sick leave for all illness and /or quarantine related to infectious disease. Unpaid sick time for infectious disease will not accumulate.

**ARTICLE 20 – LEAVE OF ABSENCE**

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20.01 **Union Conventions**

Three (3) days with pay, and an additional five (5) days leave without pay and without loss of seniority. It will be understood that no more than two (2) employees shall be on leave for Union business at any one time.

20.02 **Bereavement Leave**

(20) Employees shall be granted five (5) regular scheduled consecutive working days leave without loss of wages or salary in the case of the death of a parent, child or spouse living with the employee.

(b) Employees shall be granted three (3) regular scheduled consecutive working days leave without loss of wages or salary in the case of the death of a brother, sister, father-in-law, mother-in-law, grandparent, grandchild, brother-in-law or sister-in-law.

(20) Employees shall be granted one (1) regular scheduled working day leave without loss of wages or salary in the case of the death of an uncle, aunt, niece, or nephew.

Where the burial referred to either in (a) or (b) above occurs outside the Province, such leave shall include as well, reasonable traveling time, the latter

not to exceed seven (7) days.

Of the above leave periods, one (1) day may be reserved for use at a later date to attend an interment, with approval.

One-half (1/2) day shall be granted without loss of salary or wages to attend a funeral as a pallbearer or mourner provided such employee has the approval of their superior.

**20.03 General Leave**

The Employer may grant leave of absence without pay and without loss of seniority to any employee requesting such leave for good and sufficient cause, such request to be in writing and approved by the Employer. It is understood that health benefits will not be provided during a general leave without pay. It is further understood that this clause does not affect the employee's entitlement to benefits while on an approved short term or long term disability plan as approved by the insurance carrier.

**20.04** Employees required to act as jurors or crown witnesses shall be granted a leave of absence with pay and without loss of seniority or benefits for this purpose. The Employer shall pay the employee their full basic wage or salary for the period of such service. Payments received by the employee from the Court, or from any party to the proceedings, are to be paid directly to the employer excluding expenses such as mileage and meals.

**20.05 Time off for Elections**

If the hours of employment of an employee do not allow for three (3) consecutive hours off in advance of the closing of the polls on polling day for provincial, municipal or referendum elections and four (4) consecutive hours off in advance of the closing of the polls on polling day for federal elections, the employee shall be allowed such additional time off for voting as may be necessary to provide those consecutive hours off without the deduction from normal daily pay.

**20.06 Pregnancy/Parental and Adoption Leave**

The Employer shall grant an employee a Pregnancy/Parental and Adoption Leave in accordance to the *Employment Standards Act*.

## **ARTICLE 21 - JOB RE-CLASSIFICATION**

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- 21.01 When the duties or volume of work in any classification are increased or when any position not covered by Appendix "A" is established during the life of this Collective Agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree as to the classification and/or rate of pay of the job in question, such dispute shall be submitted to arbitration. The new rate shall become retroactive to the time the position was first filled by an employee.

## **ARTICLE 22 - SUPPLEMENTATION OF COMPENSATION AWARD**

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- 22.01 The employee shall deposit with the Employer, while on workers insurance premiums, any amount received from the W.S.I.B.

Employees shall continue to receive, provided that they have remaining to their credit sick time as outlined in Article 19.02 or any remaining accumulated sick time credits, their regular salary.

The difference between the amount received from the W.S.I.B. and the employees regular salary will be charged to any remaining sick leave credits.

Employees shall only continue to receive their regular salary when an equivalent amount of sick leave credits exist.

## **ARTICLE 23 – HEALTH AND SAFETY**

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- 23.01 **Cooperation on Safety**

The Union and the Employer shall cooperate in continuing and perfecting regulations, which will afford adequate protection to employees engaged in hazardous work.

- 23.02 **Pay for Injured Employees**

An employee who is injured during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of the shift at their regular rate of pay without deduction from sick leave, unless a doctor or nurse states that the employee is fit for further work on that shift.

**23.03           Transportation of Accident Victim**

Transportation to the nearest physician or hospital for employees requiring medical care as a result of an accident shall be at the expense of the Employer.

**23.04           First Aid Kits**

Each Employer vehicle will be provided with a first aid kit supplied by the Employer. An employee will be responsible for the inspection of the kits and to notify the Employer of any supplies needing replaced.

**23.05**           Whenever ordinary maintenance or construction work cannot be reasonably continued during regular working hours by reason of inclement weather conditions in the opinion of the Operations Manager or designate, the Employer shall either provide indoor work for outside crews so engaged, or allow them to stand by inside. No loss of pay shall result by reason of the provisions of this clause. The Employer's decision on inclemency shall, however, be final and shall in that respect not be subject to the grievance procedure.

**23.06**           The Employer shall supply, and the employee shall be responsible for the use of hard hats, rain-gear, safety glasses, hearing protection and all technical safety equipment. For replacement of safety equipment and safety apparel, the defective item must be returned to the Employer before any replacement may be made.

**ARTICLE 24 - HEALTH BENEFITS**

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**24.01           OMERS Pension**

Every employee shall join the Ontario Municipal Employees Retirement System (OMERS) as provided by the Act. The Employer and employee shall make contributions in accordance with the provisions of the Plan.

**24.02           Hospital and Medical Insurance**

The Employer's responsibility shall be limited solely to the proper payment of premiums.

### 24.03 **Employment Insurance**

All employees shall be covered by the provisions of the *Employment Insurance Act*, and the Employer agrees that no further certificates exempting employees from coverage under the Act shall be issued.

### 24.04 **Extended Health and Prescription Drugs**

An extended Health Care Plan with the Employer paying one hundred (100) percent of the premium which includes:

- semi-private coverage
- vision benefit of three hundred and fifty (\$350) dollars every twenty-four (24) months – no deductible
- one (1) optometry exam per twenty-four (24) month period one hundred (\$100) dollars maximum
- extended health eighty (80) percent for prescription drugs for the first two thousand (\$2000) dollars in eligible drug claims per calendar year, after which the co-pay reverts back to one hundred percent (100%). The two thousand (\$2000) dollar threshold will be based on a 'per certificate (ie. Family) basis as opposed to per person.
- Hearing aids at five hundred (\$500) dollars every 5 years.

### **Paramedicals**

The Employer shall pay one hundred percent (100%) of the premiums for the following benefits for all family members:

- Physiotherapist and Athletic Therapist – up to a combined maximum of six hundred (\$600) dollars per year
- Psychologist, Chiropractor, Osteopath, Podiatrist/Chiropracist, Naturopath, Registered Massage Therapist, Speech Therapist, Dietician/Nutritional Counsellor – up to a maximum of six hundred (\$600) dollars per year for each practitioner.

The Employer agrees to provide equivalent coverage as per the Collective Agreement but reserves the right to present proposals to change carriers (or to self-insure).

The change of carriers shall be subject to mutual agreement between the parties. A dispute over "equivalent coverage" may be referred to a single arbitrator for resolution.

#### 24.05 **Personal Health Accounts**

The Employer shall contribute one thousand (\$1000) dollars annually to each employee's Personal Health Account. These accounts will be administered by the Employer, on behalf of each employee, and may be used to fund the employee's portion of dental and prescription costs or any other medical, dental or vision expense not covered by OHIP or through the health insurance plans and which qualify as a medical expense under the Canadian Income Tax Act or for the purpose of personal wellness.

Employees submitting receipts may collect their money on a quarterly basis.

At year-end, employees may carry over unused funds to the subsequent year, so long as the accumulated total does not exceed two thousand dollars (\$2000).

#### 24.06 **Dental Plan**

The Employer will pay one hundred percent (100%) of the premium cost of a Green Shield dental plan and there shall be an 80/20 (employer/employee) co-share for costs incurred at the dentist with a fifteen hundred (\$1500) dollar per person per calendar year maximum. (The plan shall be mutually agreed upon by the Union and the Employer and shall be at the current O.D.A. rates).

#### 24.06.01 **Employee Assistance Program**

The Employer will maintain an Employee Assistance Program through the benefit carrier for purposes of supporting employee health and well-being.

#### 24.07 **Short Term Disability Plan**

The Employer provides a Short Term Sickness Disability Plan to cover absences resulting from sickness, accidents and related disabilities of a non-occupational nature, until benefits under the Long Term Disability Plan commence. Premium is to be deducted from the employee.

Pending claim approval, the Employer will advance the equivalent amount of the Short Term Disability Payment to the Employee for a period of up to forty-five (45) calendar days. Employee will reimburse the Employer for any advances issued.

## **Long Term Disability Leave**

The Employer provides a Long Term Disability Plan to cover absences resulting from sickness, accidents and related disabilities of a non-occupational nature, after expiry of coverage under the Short Term Sickness Disability Plan. Details of the former plan are set out in the benefit booklet. Employees receiving pay from the Employer will be considered on leave with pay (eight (8) day elimination period). Employees receiving pay from the insurance carrier will be considered on leave without pay. Premium will be deducted from the employee.

Pending claim approval, the Employer will advance the equivalent amount of the Long Term Disability Payment to the Employee for a period of up to forty-five (45) calendar days. Employee will reimburse the Employer for any advances issued.

## **Return to Work and Continuity of Employment**

An employee absent from work and receiving payments through the Long Term Disability Plan may return, within a period of up to twenty-four (24) months from the first date of absence, to a position enjoying the same level of salary and benefits as existed at the time of commencement of disability.

An employee still on Long Term Disability payments at the end of the twenty-four (24) month period will no longer be considered to be an employee. This will have no effect on entitlement to receive LTD payments from the carrier.

24.08 The Employer agrees to pay health benefits under Article 24.04, 24.05 and 24.06 for an employee who is receiving payment from the insurance carrier for Short Term or Long Term Disability for a maximum of twenty-four (24) months.

24.09 The gross wages will be increased or decreased by exactly the amount of the premium plus applicable taxes for the Short Term and Long Term Disability Plans. The premiums will be calculated on a bi-weekly pay period and deducted accordingly.

24.10 The Employer agrees to pay health benefits under Article 24.04, 24.05 and 24.06 for an employee who retires early for thirty six (36) months additionally the employee has the option to pay a further twenty-four (24) months up front. The Employer agrees to pay an employee who retires early the sum of \$5,000.00 in lieu of the benefit extension referred to in this clause, if requested by the employee upon giving notice of their intentions to retire.

24.11 All health benefits will cease upon employee or retiree reaching age sixty-five (65).

In the event any level of Government changes the age at which access to government-provided benefits and entitlements change, ie., OAS and/or CPP, the provision of health benefits provided in this Collective Agreement will change accordingly. For clarity and as an example only, if the Government increases the age to qualify for OAS to 67 years, an employee who continues working shall also receive benefits under this Collective Agreement to 67 years.

## **ARTICLE 25 - SCHEDULES**

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25.01 Attached hereto and forming an integral part of this Collective Agreement are the following Schedules:

Schedule "A"- covering the Classifications and Wage Rates, Hours of Work, Overtime Provisions and Call-in Time for regular road department employees.

## **ARTICLE 26 - GENERAL**

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26.01 Wherever the singular or masculine is used in this Collective Agreement it shall be considered as if the plural or feminine has been used where the context of the party or parties hereto so require.

26.02 The Employer shall pay every employee by direct deposit every second Thursday.

26.03 The Employer will provide a suitable rack for hanging clothing in the garage.

26.04 Other than mechanics and seasonal employees, the Employer agrees to supply and launder 3 sets of reflective striped coveralls and supply 5 t-shirts annually for all employees within the bargaining unit. For clarity, laundering of t-shirts and pants will be employee responsibility.

26.05 The Employer shall provide the proper clothing and seventy-five (75) dollars annually towards the cost of footwear to each employee engaged in spray patching.

The Employer shall supply to each employee that is competent in chain saw use, chain saw pants or chaps and cutters helmets, which shall be left at the workplace.

26.06 The Employer will provide rain wear. The Employer shall also issue every two (2) years: one (1) winter jacket or parka.

The employee is responsible to ensure that the winter jacket or parka maintains safety standards.

26.07 The Employer will provide an annual boot allowance to all employees. Employees require receipts for safety boots purchased prior to boot allowance being paid. The annual allowance is not to exceed four hundred (\$400) dollars.

26.08 **Professional Fees and Licenses**

The Employer shall pay one hundred percent (100%) of the cost of the physical examination for employees who are required to maintain an “A-Z” or “D-Z” license. In addition, the Employer shall make available the required books necessary to complete the examination for the license.

The Employer will pay for written and practical examination fees required to maintain A-Z/D-Z licenses.

The Employer shall pay one hundred percent (100%) of the cost of the Membership in the Ontario College of Trades for Mechanics.

26.09 **Mechanic Tool Allowance**

In recognition that the mechanic provides the Employer with the use of personal tools, the Employer agrees to reimburse the Mechanic one thousand seven hundred and fifty (\$1750.00) dollars per annum. No receipt required.

26.10 Mechanic and assistant mechanic shall receive 5 sets of fire retardant and reflective striped coveralls, 5 pair of pants and 5 shirts annually.

26.11 Seasonal employees shall receive 5 shirts annually.

**ARTICLE 27 - TERM OF COLLECTIVE AGREEMENT**

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27.01 This Collective Agreement shall be binding and remain in effect from January 1st, 2023 to December 31, 2027, and shall continue from year to year thereafter unless either party gives to the other party notice in writing that it desires amendments or termination.

27.02 Either party to this Collective Agreement may, within the period of ninety (90) days before the Collective Agreement ceases to operate give notice in writing to the other party of its desire to bargain with a view to the renewal with or without modifications of the Collective Agreement then in operation, or to the making of a new Collective Agreement.

Each party mutually agrees to exchange documents at least thirty (30) days prior to termination date, in person.

27.03 If notice is given by either party, the other party agrees to meet within twenty (20) days of receiving such notice, if requested to do so, for the purpose of commencing negotiations.

Dated at Haliburton, Ontario, this 8 day of February, 2024.

**FOR THE UNITED TOWNSHIPS OF  
DYSART, DUDLEY, HARCOURT,  
GUILFORD, HARBURN, BRUTON,  
HAVELOCK, EYRE AND CLYDE**

Murray fearrey  
Murray fearrey (Feb 5, 2024 13:58 EST)

Walt McKechnie  
Walt McKechnie (Feb 8, 2024 16:01 EST)

Tamara Wilbee  
Tamara Wilbee (Feb 8, 2024 16:05 EST)

Rob Camelon  
Rob Camelon (Feb 20, 2024 13:43 EST)

**FOR THE CANADIAN UNION  
OF PUBLIC EMPLOYEES AND  
ITS LOCAL 2142**

R Sidworth

R Sidworth  
Ryan Sidworth (Feb 20, 2024 13:54 EST)

Kevin Sicard  
Kevin Sicard (Feb 22, 2024 05:57 EST)

Steve Trip  
Steve Trip (Feb 22, 2024 06:17 EST)

Peter Johnson  
Peter Johnson (Feb 22, 2024 18:58 EST)

## SCHEDULE "A"

### CLASSIFICATIONS AND WAGE RATES

#### Rates Per Hour Effective

	Jan.1 2024 4%	Jan. 1 2025 4%	Jan. 1 2026 3.5%	Jan. 1 2027 3.5%
Seasonal Employees	\$24.51	\$25.49	\$26.39	\$27.31
Foreman (acting) Working Foreman	\$30.19	\$31.40	\$32.50	\$33.64
Mechanic	\$31.88	\$33.15	\$34.31	\$35.51
Mechanic Assistant	\$29.63	\$30.81	\$31.89	\$33.01
Equipment Operator	\$27.77	\$28.88	\$29.89	\$30.94

#### **Note**

It is agreed that the Employer may employ students during the school vacation period at a minimum rate of twenty-five (25) cents above the minimum wage.

#### **HOURS OF WORK**

The normal working hours shall be forty (40) per week, being 7:00 am to 3:30 pm with a ½ hour unpaid lunch break Monday to Friday inclusive.

The Parties agree that the daily paid break periods shall meet the requirements required under the *Employment Standards Act*.

The Employer may, on giving two (2) weeks' notice to the Union, lengthen the normal work day of certain designated employee(s) to no more than a ten (10) hour work day for up to a maximum of a two (2) week period. The Employer shall only implement this change to the normal hours of work on two (2) occasions in each calendar year. The Employer and the Union may, at any time, mutually agree to a different start and stop time to the hours of work.

It is agreed that the deductions from vacation or sick banks shall be based on actual time lost on the day(s) in question.

## **Summer Exception**

Summer working hours shall be forty (40) hours per week, being 6:00 am to 4:30 pm with ½ hour unpaid lunch break Monday to Thursday inclusive.

Summer working hours will commence at the start of the first full work week in May until the Friday after Thanksgiving. The Employer may, if agreed to by certain designated employees, allow for earlier start times as required/dictated by summer maintenance needs (i.e. Street Sweeping).

## **Winter Exception**

If required and if notified prior to 8:00 pm of the preceding day, the employee shall commence work at 5:30 am to 1:30 pm for winter maintenance operations. These hours shall include a twenty (20) minute paid running lunch in lieu of ½ hour unpaid lunch break. The Employer may, if agreed to by certain designated employees, allow for earlier start times as required/dictated by winter maintenance needs (i.e. Snow Removal in the Village Area).

## **OVERTIME PROVISIONS**

### **1. Overtime Rates on Weekdays**

All time worked beyond the normal work day shall be on an availability basis and shall be deemed to be overtime. Overtime shall be paid at the rate of time and one half.

### **2. Overtime Rates on Saturdays, Sunday and Holidays**

All time worked on Sundays shall be paid for at double the standard rate of pay for every hour worked. Any employee who is required to work on a holiday shall be paid at the rate of time and one-half their standard rate of pay for every hour worked in addition to their regular holiday pay.

### **3. Minimum Call-back Time**

Every employee who is called out and required to work in an emergency outside their regular working hours shall be paid for a minimum of three (3) hours at overtime rates, and shall be paid from the time they leave their home to report for duty until the time they arrive back upon proceeding directly from work.

**4. Accumulation of Overtime**

Overtime may be accumulated to a maximum of eighty (80) hours at any given time. The employee will have the option to either bank their overtime or receive payment in full.

Banked time can be taken at any time upon the approval of the Operations Manager or designate.

**5. Distribution of Overtime Hours**

Overtime shall be offered first to the employee normally working on the particular route. After which overtime shall be offered by seniority within the classification to those employees qualified to perform such work. Finally, if no one is available within the classification, overtime shall be offered outside the classification by seniority to those qualified to perform the work.

All overtime outside plowing and sanding on a particular route shall be limited to one call in within 24 hours.

**6. Working Foreman on Weekends**

When an employee is asked to do the duties of Road Patrol on weekends, they shall be paid the Working Foreman rate for all hours worked and shall be provided with an Employer cell phone/pager. Minimum Call-back time as identified in #3 shall apply.

**7. On Call Provisions  
Patrolling only**

Qualified employees willing to be scheduled to be 'On Call' TO PATROL outside of regular hours, shall be paid at a rate of \$50 per day exclusive of any actual paid hours of work. For clarity, this payment ensures that the employee is available to respond for the entire shift assigned.

KG/COPE491

**LETTER OF UNDERSTANDING**

**Between**

**THE CORPORATION OF THE UNITED TOWNSHIPS OF DYSART, DUDLEY, HARCOURT,  
BILLYWOD, HARBOR, BRITTON, HAVELOCK, EYRE AND CLYDE**

**And**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES and its LOCAL 2142**

Whereas the Employer and the Union have identified recruitment and retention and challenges in the mechanics' positions; and

Whereas the Employer and the Union acknowledge that the mechanics are needing assistance; and

Whereas this situation could lead to a potentially unsafe situation and potential slow down of work in the municipality in trying to get the work completed as needed; and

Whereas the parties have had discussions regarding the best solution in order to rectify this situation;

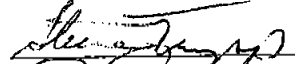

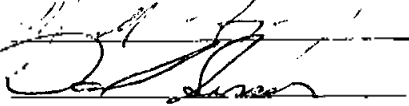
Therefore, the Employer agrees to create and post the Full-Time position of Mechanic Assistant (Job Description attached as Appendix A) to be paid at the rate of \$27.75, and

The parties further agree that the new classification will be evaluated along with all other classifications of the Collective Agreement during the Pay Equity/Job Evaluation process that will take place during 2023.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2022, at the \_\_\_\_\_.

For the Canadian Union of Public Employees

For the Employer

  
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