



COLLECTIVE AGREEMENT

between

**THE CORPORATION OF THE TOWNSHIP OF MALAHIDE
(ROADS DEPARTMENT)**
(hereinafter referred to as the "Corporation")

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 35.2 (ROADS EMPLOYEES)**
(hereinafter referred to as the "Union")

January 1st, 2024 - December 31st, 2026

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ARTICLE 1 - PREAMBLE & PURPOSE

1.01

It is the intent of this Agreement to maintain a harmonious relationship between the Employer and its employees and to provide an amicable method of settling grievances which may possibly arise as well as to set forth conditions of employment, rates of pay and hours of employment to be observed between the parties hereto.

ARTICLE 2 - RECOGNITION

2.01

The Corporation recognizes the Canadian Union of Public Employees as the bargaining agent of the employees of The Corporation of the Township of Malahide, save and except Manager of Roads & Construction, persons above the rank of Manager of Roads & Construction and office staff, clerical staff, students and those employed under special programs.

2.02

The Corporation agrees to recognize and deal with the Union Negotiating Committee which shall be comprised of an equal number of representatives from the Union and Employer, or as otherwise agreed. This number shall include the Union's National Representative. Time spent by the Union's Negotiating Committee attending bargaining meetings with the Employer, up to and including conciliation, shall be considered time worked.

2.03

The Corporation and the Union mutually recognize that all employees are employed in safety sensitive positions.

2.04

Persons whose jobs (paid or unpaid) whom are not in the bargaining unit shall not perform work that is included in the bargaining unit, except for the purposes of instruction, or in emergencies, or in cases mutually agreed between the parties.

2.05

Union meetings shall not be scheduled during work time, unless prior approval has been obtained by the employer.

ARTICLE 3 - EMPLOYEE STATUS – DEFINITIONS

3.01

Where the words "Probationary employee" are used in this Agreement, they shall mean an employee who shall be confirmed in their classification upon completion

of ninety (90) worked days of satisfactory service. e.g. seasonal, regular & foreman.

3.02

Where the words "seasonal employee" are used in this Agreement, they shall mean one who is employed for a stated term, to assist during the winter control operations, for a specific project during the construction season, or to augment the staff in vacation periods.

A Seasonal Employee shall not be employed for more than five (5) continuous months unless mutually agreed otherwise between the parties.

3.03

Where the words "Regular employee" are used in this Agreement, they shall mean a non-probationary employee who is employed full-time on a year-round basis.

3.04

Where the word "Student" is used in this Agreement, it shall mean a person who is employed during school vacation periods and/or on cooperative work programs. The term "student" shall mean a person who is enrolled in secondary or post-secondary education.

The Corporation may hire the same student for four (4) consecutive years. The Corporation shall notify the Union of any student hires for the Roads Department.

ARTICLE 4 - MANAGEMENT RIGHTS

4.01

The Union agrees that the Corporation retains all management rights except as expressly limited by the Collective Agreement, including the right to:

- (a) maintain order, discipline and efficiency;
- (b) hire; schedule; direct; promote; demote; classify; transfer; layoff; recall; suspend; discharge or otherwise discipline seniority employees for just cause; subject to the employees' right to grieve discipline that they consider to be unjust.
- (c) determine the nature and kind of work conducted by the Corporation, the type of customer service to be used; control the material and goods, the methods and techniques of work, the schedules of work, and the number of personnel to be employed; make studies of and institute changes to jobs and job assignments; discontinue, reorganize, limit, combine or substitute any operation or part thereof; subcontract any work if doing so

does not cause the layoff of a bargaining unit employee; plan, direct and control its operations; manage the business in all respects and determine all other functions and prerogatives heretofore vested in and exercised by the Corporation which shall remain with the Corporation;

- (d) make and enforce and alter from time to time reasonable rules and regulations to be observed by employees, once each employee has been notified of the rules and regulations in writing, the breach of which may result in discipline up to and including discharge.
- (e) discipline or discharge a probationary employee for any reason satisfactory to the Corporation, provided such employee has been apprised of the standards expected by the Corporation (see Article 9.03)

Management rights as set out in this agreement must be exercised fairly without discrimination and in accordance with the collective agreement.

ARTICLE 5 - NO STRIKES OR LOCKOUTS

5.01

The Union agrees that there shall be no strike and the Corporation agrees that there shall be no lockout during the term of this Agreement. The words "strike" and "lockout" shall be as defined in the Ontario *Labour Relations Act, 1995*, as amended from time to time.

ARTICLE 6 - NO DISCRIMINATION

6.01

The Corporation agrees that there shall be no discrimination in the hiring, training, upgrading, promotion, transfer, lay-off, discharge, discipline or otherwise of employees because of race, ancestry, place of origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, marital status, family status, disability, ethnic origin, colour, religion or record of offenses or for any other reason covered by statute. The above protected grounds shall be as defined in the Ontario *Human Rights Code*, as amended from time to time.

6.02

The Corporation and the Union agree to observe the provisions of the Ontario *Human Rights Code*, or any other statutes, and agree that this Article 6 is not intended to impose any greater obligations on the parties than are contained in those statutes.

6.03

The Union agrees that there will be no intimidation, interference, restraint or coercion exercised or practiced upon employees of the Corporation by any of its members or representatives.

6.04

The Corporation agrees that there will be no intimidation, interference, restraint or coercion exercised or practiced upon employees of the Corporation by any of its representatives.

ARTICLE 7 - UNION NOTICE BOARD

7.01

The Corporation will provide a Bulletin Board for the use of the Union to post notices of Union meetings, social functions and other legitimate Union business. The Union agrees that no information that is illegal, abusive, defamatory or fraudulent shall be posted.

ARTICLE 8 - UNION-MANAGEMENT RELATION

8.01

All employees agree to give their best efforts at all times in the performance of their duties and will not under any circumstances delay, shirk or cause others to delay any work through petty grievances, but will carry on with their duties while any grievance is being investigated.

8.02

Management will not discriminate against any employee who has requested investigation into an alleged grievance and all parties will at all times extend the fullest co-operation to one another in order that the assigned work shall be carried out efficiently and economically.

8.03

The Union recognizes that only the employees referred to in Article 2 are required to be members of the Union.

8.04

All Members of the bargaining unit, as a condition of employment, become and remain members in good standing of the Union, according to the constitution and by-laws of the Union. As a condition of employment, all new employees shall become and remain members in good standing of the Union within thirty (30) days of employment. No employees shall be deprived of employment by reason of loss of membership in the Union.

8.05

The Corporation shall deduct union dues, initiation fees and assessments from each pay in each month for each employee covered by this agreement. Such dues shall be in the amount established in accordance with the Union's Constitution and By-laws and the Union shall advise the Corporation in writing of the amount to be deducted. Such dues shall be remitted to the Secretary-Treasurer of the Local no later than the 15th of each month.

8.06

Labour Management Meetings

The Corporation and Union may appoint not more than two (2) representatives each to a Labour-Management Committee for the purpose of dealing with matters of mutual concern, but not grievances or matters dealing with the Collective Agreement that would otherwise be properly dealt with through the grievance process. The parties shall meet twice per year and at other times upon mutual agreement. An Agenda will be distributed not less than one week in advance. The parties may request Resource Individuals be in attendance. The Corporation shall keep minutes which shall be approved at subsequent meetings.

ARTICLE 9 - SENIORITY

9.01

Seniority for regular employees is, subject to 9.02(b), defined as length of permanent service within the Township of Malahide Roads Department. In the case of a seasonal employee, should a seasonal employee be hired for a second term following the successful completion of their first term, they shall be entitled to seniority. Seniority for seasonal employees with more than one term of employment shall be calculated in hours worked within the Township of Malahide Roads Department.

9.02

Probationary Period

- (a) The first ninety (90) days worked, including paid holidays, for a new employee shall be a probationary period. Prior to the end of this period, each such employee shall be given a performance review. If satisfactory, the Corporation will confirm the individual's employment as an employee by letter. If not satisfactory, the probationary employee will be terminated by the end of the period.
- (b) A seasonal employee who is successful in obtaining a regular position within the Bargaining Unit by way of a job posting shall be required to serve a probationary period as set out in Article 9.02(a). The seasonal employee shall have their hours of service from their seasonal

employment transferred to the seniority list upon successful completion of the probationary period.

9.03

The Corporation may terminate an employee during their probationary period for any reason satisfactory to the Corporation, provided the Corporation does not act arbitrarily, discriminatory or in bad faith. The grievance and arbitration procedures shall not be available to a probationary employee, nor to the Union on behalf of the probationary employee, with respect to the termination of employment of a probationary employee, provided the Corporation has not acted arbitrarily, discriminatory or in bad faith.

9.04

Loss of Seniority And Deemed To Have Quit

An employee shall lose seniority and shall be deemed to have quit in the event that:

- (a) They are discharged for just cause and is not reinstated;
- (b) They resign in writing;
- (c) They fail to return to work within fifteen (15) working days, following a layoff and after receiving notice by priority post to do so, unless through sickness or other just cause;
- (d) They are laid off in excess of twenty-four (24) months;
- (e) They have been on long-term disability in excess of thirty (30) months;
- (f) They have been on Workplace Safety and Insurance Board (WSIB) in excess of thirty (30) months.

It is the employee's responsibility to ensure that the Corporation is apprised of the employee's current address.

9.05

Seniority Lists

Seniority lists will be compiled annually by the Employer and employees shall be placed thereon in accordance with their term of continuous service with the Employer. An up-to-date seniority list will be posted on the Union bulletin board and a copy will be forwarded to the Union annually.

9.06

Lay-off

- (a) A layoff is defined as a reduction in the workforce.
- (b) Layoff shall be on the basis of service with the Corporation and ability to do the job. Seasonal employees shall be laid off prior to regular employees. The employee with the least seniority shall be laid off first unless this leaves the Department with no one who is available to perform the required duties. In such a case, the least seniority employee with the required skills may be retained.
- (c) Seniority for the purposes of this section shall be based on time actually worked for the Corporation and shall not include periods of layoff.
- (d) Unless legislation is more favourable to the employees, the Employer shall notify the Union and the employees who are to be laid off two weeks prior to the effective date of layoff. If the employee has not had the opportunity to work the days as provided in this Article, they shall be paid for the days for which work was not made available.
- (e) If an employee does not return to work within fifteen (15) calendar days of being notified by priority post to their last known address, that work is available, they shall be deemed to be no longer in the employ of the Corporation unless granted a leave of absence by the Corporation.
- (f) No credits for sick pay or vacation pay shall be accumulated during periods of layoff.
- (g) No paid holidays (See Article 11) will be given during periods of layoff.
- (h) Employees that are laid off will have no access to the short term disability benefit plan (sick leave) or long term disability benefit plan (see Article 17) for occurrences after the layoff commences.

9.07

Recall

Regular employees shall be recalled prior to seasonal employees in the order of their seniority providing they have the qualifications to perform the available work. Seasonal employees shall be recalled in order of their seniority providing they have the qualifications to perform the available work.

New qualified employees shall not be hired until those laid off have been given an opportunity of recall.

A laid off employee will be placed on a recall list for a maximum of two (2) years.

ARTICLE 10 - JOB POSTING

10.01

New positions, or vacancies for all positions in the Road Department shall be posted for a period of seven (7) calendar days and a copy shall be given immediately to the Union. All Union employees can apply for any such posting. New positions or vacancies shall be filled on the basis of seniority, experience and ability being sufficient to perform the duties required for the position to be filled, where 2 or more applicants from the Bargaining Unit are qualified for the position, seniority will be the governing factor, firstly by regular employees, then by seasonal employees.

10.02

If, in the opinion of the Corporation, the posting does not result in a suitable applicant, the Corporation may commence advertising for the position.

10.03

Successful applicants shall be given a sixty (60) day trial period in the new position. During that period, either the Corporation or the employee shall have the right to transfer back to the position which the employee held prior to being awarded the posted position. Any employee transferred as a result of a subsequent posting shall also revert to the employee's position held immediately prior to being awarded the subsequent posted position.

10.04

- (a) An employee awarded a job posting to fill a particular vacancy shall be paid their current rate of pay if the posting is in their classification. If an employee moves to a higher classification they shall be paid the Level 1 rate of pay for that classification. If an employee moves to a lower classification they will be placed at the job rate for that classification.
- (b) In the case of a seasonal employee promoted to regular the employee will be credited with all seasonal hours within the current step for the purpose of calculating the increment anniversary date and the employee's seniority date.

ARTICLE 11 - PAID HOLIDAYS

11.01

- (a) Subject to (c) below, all employees will be granted the following holidays with pay to be calculated at their regular straight-time rate X the standard daily hours for the position:

New Year's Day	Family Day	Good Friday	Easter Monday
Victoria Day	Canada Day (July 1)	Civic Holiday	Labour Day
Thanksgiving Day	Remembrance Day	Christmas Day	Boxing Day
Afternoon of the last scheduled working day before Christmas and New Years			

- (b) All employees will have all normal workdays off, for the period 27 December to 31st December inclusive, at the regular rate of pay.
- (c) To qualify for holiday pay employees must not:
- a. be absent on the scheduled work day immediately preceding or following the holiday or the day granted in lieu, unless excused by the Corporation;
 - b. absent on the holiday after being scheduled to work;
 - c. be in receipt of WSIB benefits or Sick Leave/LTD in excess of thirty (30) days;
 - d. be on a leave of absence.

11.02

Work on a Holiday

All hours worked on a paid holiday as stated in Article 11.01 (a) will be paid at one and one-half (1 ½) times the employee's regular hourly rate for hours worked plus their regular pay.

11.03

Holidays on Non-Scheduled Working Days

- (a) Where a paid holiday as stated in 11.01 (a), falls on a Saturday or Sunday and this is a non-scheduled working day, the next working day following will be taken off in lieu.
- (b) Where a paid holiday falls on a non-scheduled working day other than Saturday or Sunday, another day off in lieu will be granted at a time agreed to by the employee and the Corporation.

11.04

Holidays Within Vacation Period

Where a paid holiday falls within a regular employee's vacation period, an extra day off shall be granted at a mutually agreeable time.

ARTICLE 12 - VACATIONS

12.01

For the purpose of computing annual vacation entitlement, the vacation entitlement shall be based on the employee's years of continuous service. In the year that an employee reaches a vacation entitlement milestone, they would be entitled to advance to that next vacation entitlement level effective January 1st of that year. Where a conflict with the *Ontario Employment Standards Act 2000*, as amended exists, the Act shall prevail.

12.02

Vacation Entitlement Regular Employees

Every regular employee shall be granted an annual vacation according to their credited service as follows:

Years of Continuous Service	Vacation Entitlement Regular Employees
Less than 1 year	1 day vacation (8 hrs) for each calendar month worked.
1 to 3	Two weeks (80 hrs)
4 to 8	Three weeks (120 hrs)
9 to 13	Four weeks (160 hours)
14 to 19	Five weeks (200 hours)
20 and beyond	Six weeks (240 hours)

12.03

Vacation Pay

- (a) Vacation Pay for Regular Employees shall be their regular earnings as per Schedule "A". Any regular employee with less than 1 year of service will receive 1 day of pay for each month of service.
- (b) Seasonal Employees will receive vacation pay as specified by the *Employment Standards Act, 2000*, as may be amended from time to time, and be paid as it is earned.

12.04

Effect of Leaves of Absence on Vacation Credits

Refer to Article 13.01.

12.05

Vacation Credits on Termination

In the event an employee leaves the employ of the Corporation prior to December 31, vacation entitlement will be prorated to the date of termination. In the event the employee takes vacation during the year in excess of their entitlement and therefore owes a vacation payback, all monies owing will be deducted from their final pay. Any vacation pay owing as at the time of termination will be paid in full on the final pay. Regular employees who are retiring can use up all outstanding vacation credits to date during the year of retirement or a lump sum payment may be made.

12.06

Vacation Scheduling

- (a) Regular employees may not accumulate vacation credits. Vacation time must be taken and used within the current year.
- (b) Vacations will, as far as it is practical, be granted at the times most desired by the regular employee. A regular employee, to ensure consideration of their request, must notify the Corporation in writing of their preferred vacation period by March 1 in any given year. Where an employee is entitled to three or more weeks of vacation time during the calendar year, the employee will be required to request at least two weeks of vacation time in an allotment of a two-week period or, alternatively, two periods of one week. The Vacation Schedule will be posted on the Union bulletin board by March 15th. Any vacation requests submitted after March 1st will be considered on a first come, first serve basis. Preference shall be given to years of service when allotting vacation times if too many regular employees request the same vacation period.
- (c) At the discretion of the Corporation, generally no more than three employees will be allowed vacation during the same period of time and for no more than two consecutive weeks.
- (d) Unless an emergency occurs, the requested vacation times shall be allocated by the Corporation.
- (e) Any proposed changes after the vacation times have been allocated must be authorized by the Corporation.

ARTICLE 13 - EFFECT OF ABSENCE

13.01

Where any leave of absence without pay exceeds thirty (30) continuous calendar days, the following shall apply:

- (a) The Employer shall pay its share of the health and welfare benefits for the calendar month in which the leave commences and in the month immediately following.
- (b) If the leave of absence exceeds thirty (30) consecutive calendar days, benefit coverage may be continued by the employee, provided that they pay the total cost of the premiums to the Employer for each monthly period in excess of the thirty (30) consecutive calendar days leave of absence except as modified by (a).
- (c) Benefits will accrue from the date of return to employment following such leave of absence.
- (d) Service for the purpose of determining vacation credits or sick leave credits or any other benefits under any provision of the collective agreement or elsewhere will not accumulate, but will remain fixed at the amount held at the commencement of the leave subject to the *Employment Standards Act, 2000* as amended from time to time.
- (e) Notwithstanding the above, the Employer shall continue to pay its share of the premium for the benefit plans for the regular employees who are on paid leave of absence, any leave outlined in the *Employment Standards Act, 2000*, or WSIB. It is understood that the obligation of the Employer to pay its share of the health and welfare benefits while a regular employee is on WSIB or combination of STD and LTD shall continue only so long as the employment relationship continues or thirty (30) months, whichever occurs first unless prohibited by legislation.
- (f) It is understood that a regular employee who chooses to continue benefits under (a) or (b) above shall provide the Employer with payment for the amount required on or before the first day of the month in which payment is due.

ARTICLE 14 - PERSONAL LEAVE OF ABSENCE

14.01

The Corporation may, at its discretion, grant leave of absence without pay to any employee for legitimate personal reasons.

14.02

Regular employees who are on leave of absence will not be considered to be laid off and their seniority shall continue to accumulate during such absence subject to the Effect of Absence Article 13.01.

14.03

Employees who are on leave of absence will not utilize such leave for purposes other than those for which the leave of absence was granted. If an employee does utilize the leave of absence for purposes other than those for which the leave of absence was granted, they may, at the discretion of the Corporation be considered as a voluntary termination.

14.04

Article A - The Employer will grant a leave of absence without pay to two (2) Employees selected by the Union to attend Union conventions and conferences for a period or periods not exceeding eighteen (18) working days in aggregate in any calendar year, provided that, this shall not interfere with efficient operation of the Municipality. It is understood that such leave of absence will not be unreasonably withheld. The Union may have the right to request leaves beyond the aforementioned limit subject to the discretion of the Employer. In case of such leave, the Employer shall continue to pay the employee and bill the Union for the wages involved. All payments are to be made to the employer within fifteen (15) days of receipt of the billing.

Article B - An employee who is appointed, selected, hired or elected to work for a Local Union, the National Union or for any body associated with the Canadian Labour Congress may at the written request of the Union receive temporary leaves of absence for periods not to exceed two (2) years or the term of office whichever is shorter and which approval will not be unreasonably withheld. During these leaves the Employer will maintain all benefits and pension rights including the accumulation of seniority if so requested by the Union. The Union shall provide as much reasonable notice as possible in requesting leaves of absence and the Union will reimburse the costs.

ARTICLE 15 - BEREAVEMENT LEAVE

15.01

- (a) A regular employee shall be granted three days paid leave, including day of burial in case of the death of: parents, foster parents, wife, husband, child, brother, sister, foster child, father/mother-in-law, brother/sister in law, aunt, uncle, grandparents or great grandparents.
- (b) One day may be granted to attend a funeral as a pall bearer.

15.02

Scheduled work days which fall within the period granted under 15.01 will be paid at the employee's regular rate times the hours normally worked during the days (see Article 20).

ARTICLE 16 - JURY DUTY

16.01

An employee chosen for Jury selection or service as a Juror or who has been subpoenaed as a Crown Witness shall receive the difference between their Jury or Witness pay and their regular pay for the lost time while serving in either capacity. A subpoena or legal notice for such duty will be provided to the Employer in such an instance of Jury or Witness Duty. The employee shall provide the Employer proof of hours engaged on Jury Duty or as a Witness and proof of payment therefore.

16.02

Employees who must appear in court or consult with lawyers on municipal business while on vacation will not have such time counted against vacation credits.

ARTICLE 17 - HEALTH AND WELFARE

17.01

The Corporation's obligation shall be to pay the premiums with respect to the insured benefits set out in this Article and it shall have no further responsibilities in relation to the provision of insured benefits. In the event that the Corporation's benefit provider changes, the Corporation shall ensure that the benefits provide equal or better coverage.

All regular employees will have their health and welfare benefits take effect on the first day of the month following their start date, except where a benefit carrier has a specific waiting period and subject to other relative clauses of this Agreement.

Employees past the age of 65 shall not be eligible for life insurance, Accidental Death and Dismemberment and short and long term disability benefit coverage. Employees past the age of 70 will not be eligible for extended health care benefit coverage.

17.02

Extended Health Care (EHC) and Semi-Private

- (a) Regular Employees - The Employer agrees to pay one hundred percent (100%) of the billing rate of Extended Health Care coverage (\$2.00 charge

per prescription and a \$9.50 cap on the dispensing fee), one hundred percent (100%) of the billing rate for Semi-Private, and Deluxe Travel Coverage with mandatory Formulary Three for all regular employees. Generic Drugs may only be replaced when the Physician authorizes a substitution with an explanation. Paramedical Services Package will include Clinical Psychologist, Registered Masseur, Speech Pathologist, Chiropractic, Physiotherapy and Acupuncture with a Combined Annual Maximum reimbursement of \$750.00 from first dollar.

- (b) Seasonal Employees - The Employer agrees to pay year round fifty percent (50%) of the billing rate of Extended Health Care coverage (\$2.00 charge per prescription and a \$9.50 cap on the dispensing fee), mandatory Formulary Three for all seasonal employees. Generic Drugs may only be replaced when the Physician authorizes a substitution with an explanation. This change will be effective as per the plan design by the Benefit Carrier.

17.03

Ontario Municipal Employees' Retirement System (OMERS)

The Corporation agrees to pay fifty percent (50%) of the OMERS plan in respect of pension, in accordance with the Township of Malahide By-Law No. 98-45.

17.04

Life Insurance

The Corporation agrees to pay one hundred percent (100%) of the premiums of term life insurance and Accidental Death and Dismemberment, at the rate of two (2) times the annual earnings to a maximum of \$200,000.00.

17.05

Vision Care

The Corporation agrees to pay up to \$100.00 for the eye exam per regular employee and dependents once every twenty-four (24) months. The Corporation agrees to pay \$400.00 for glasses per regular employee and dependents once every twenty-four (24) months.

17.06

Regular Employees - Dental Plan

The Employer will provide for all eligible employees the Dental Plan #9 equivalency paid one hundred percent (100%) by the Employer, providing payment on a two (2) year behind ODA fee schedule plus a nine (9) month visitation schedule.

Orthodontic Coverage – Coverage for dependent children, 21 years or younger, Reimbursement is 50% of the submitted invoice with a life time maximum of \$1,500.00 per dependent. Original invoices are to be submitted to the Treasurer by December 1st of each year, for the previous 12 month period, for a one time annual payment in December. This change will be effective the first of the month following the date of ratification.

17.07

Sick Leave

1. Regular full-time employees, including probationary employees serving a probation period for regular employment, shall be eligible for sick leave benefits immediately.
2. “Sick Leave” means the period of time an employee is absent from work with pay because the employee is sick or disabled or because of an accident for which the employee is not entitled to compensation under the *Workplace Safety and Insurance Act*.
3. Use of Sick Leave
 - a. The use of sick leave is a privilege and not a right which an employee may use as they please. The abuse of sick leave is grounds for dismissal.
 - b. Sick leave may be used for employee medical/dental appointments, personal illness, disability or illness in the immediate family. Sick leave, for the purpose of booked appointments, must be taken in one-half day increments.
 - c. Under no circumstances may employees use sick leave to supplement vacation periods.
4. Rate of Earnings – Paid sick leave credits for regular full-time employees shall be granted at the rate of one and one-half days per month, to accumulate to a maximum of eighteen (18) days annually.
5. Insurance Plan – The Township has a short-term disability insurance plan. An employee who is sick shall use their accumulated sick days during the qualifying period.
 - a. Non occupational Illness or Injury – personal illness or physical incapacity resulting from causes beyond the control of the employee.
 - b. Medical and Dental appointments – these should be scheduled at the beginning or end of the work day whenever possible to avoid disruption of work.

- c. Counseling – in-patient or outpatient treatment or counseling for mental health disorders with the regular work schedule.
- 6. Utilization of Sick Leave – To qualify for sick leave, an employee must:
 - a. Employees who are unable to attend work on account of personal sickness or injury are required to notify their supervisor at least one (1) hour before the commencement of their scheduled shift where practicable.
 - b. Notify their Supervisor daily. For one to three days of sick leave, the employer reserves the right to request the employee provide medical evidence. After three days, a doctor's certificate must accompany each claim for sick leave. The Employer will pay 100% of the costs of providing the requested medical certificate(s).
 - c. Sick leave is to be charged in units of days or half days.
 - d. Whenever possible, employees will be required to give the Corporation at least one (1) week prior notice when they will be absent from work to attend a medical appointment. Whenever possible, medical/dental appointments are to be scheduled at the beginning or end of the work day to avoid disruption of work. The Corporation may request that the employee provide written confirmation of any appointment from the applicable medical/dental practitioner.
- 7. Other Accrued Time Allowed for Sick Leave – Where an employee exhausts their sick leave benefits, banked credits and vacation credits may be used during the qualifying period. Medical progress reports may be required prior to approval of such payments.
- 8. Short Term Disability Plan — The Corporation's short term disability plan shall provide income replacement benefits in accordance with the following provisions.
 - a. Coverage will commence on the fourth (4th) consecutive day of non-occupational illnesses or injury or on the first day of hospital admission, whichever occurs first.
 - b. The eligibility for coverage shall be as provided in the Short-Term Disability Plan and the provisions of the Plan shall be solely determinative in that regard. A copy of the STD Plan will be provided within 90 days of ratification.
 - c. Employees shall qualify for short-term disability in accordance with the chart below for a period not to exceed 85 working days. The Corporation shall be responsible for paying 100% of

the cost of the Short-Term Disability Plan.

- d. The 85 working day period for short-term disability set out above is based on a calendar year maximum.
- e. Employees who are absent on account of non-occupational illnesses or injuries must report to their supervisor at the commencement of the first day of absence and where the absence is in excess of three (3) consecutive working days, the employee, at the discretion of the supervisor, shall not be entitled to sick leave credits or Short-Term Disability Income Protection unless a satisfactory medical certificate (as defined) from a qualified health care professional is provided to the Human Resources Manager.

Length of Service at Dec. 31	Insured Day Full Salary	Insured Days 66 2/3rds Salary
3 months but less than 1 year	5 (40 hr)	80 (640 hr)
1 year but less than 2 years	15 (120 hr)	70 (560 hr)
2 years but less than 3 years	20 (160 hr)	65 (520 hr)
3 years but less than 4 years	25 (200 hr)	60 (480 hr)
4 years but less than 5 years	30 (240 hr)	55 (440 hr)
5 years but less than 6 years	35 (280 hr)	50 (400 hr)
6 years but less than 7 years	40 (320 hr)	45 (360 hr)
7 years but less than 8 years	50 (400 hr)	35 (280 hr)
8 years but less than 9 years	60 (480 hr)	25 (200 hr)
9 years but less than 10 years	70 (560 hr)	15 (120 hr)
Over 10 years	85 (680 hr)	0 (0 hr)

Special Circumstance:

Where an employee has returned to work following a lengthy illness or injury, and all eighty-five (85) short-term disability days have been exhausted (The employee may or may not have been on long-term disability), and in the unlikely event that the employee becomes ill again within the same calendar year:

- A) If the medical documentation indicates that the illness is a recurrence of the original condition, every effort will be made with the long-term disability insurance carrier to have the long-term disability claim re-established. If approved, the employee is exempt from the short-term disability/waiting period for LTD.
- B) If the medical documentation clearly indicates that the reason for the absence is unrelated to the condition that previously caused the employee

to be absent, the employee will have the short-term disability plan restarted: i.e. 85 days, but at a reduced rate of 66 2/3 of salary.

17.08

Sick days allowed under the above plan may not be used to top up payments received from WSIB.

17.09

Subject to the *Employment Standards Act, 2000*, as amended, a regular employee who is on Short Term Disability (Sick Leave) on either the scheduled work day before or after a paid holiday, will have the holiday charged to Short Term Disability (Sick Leave) credits.

17.10

Continuity of Benefits

For absences due to illness or disability other than WSIB Claims the following premiums will be paid in accordance with Article 13 being the effect of absence clause.

- Life Insurance
- Semi-Private Hospital Coverage
- Extended Health Care
- Dental Coverage
- Deluxe Travel

Note: Only Extended Health Care will be provided for seasonal employees.

17.11

Long Term Disability Benefits

The Long Term Disability benefit is provided for all regular employees by the Employer. The Corporation pays the cost of the premium. The Long Term Disability benefit pays the employee a regular monthly income for a lengthy period of total disability. If a employee becomes totally disabled while insured for this benefit, and remains totally disabled for a period of time longer than the waiting period of 119 days, a monthly benefit of 66.7% of the regular monthly earnings to a maximum of \$3,500.00, will be payable during the benefit period while total disability continues or until age 65 whichever occurs first. To qualify, you must be under the regular care and treatment of a physician.

Definition of Total Disability - You will be considered to be totally disabled if you are unable, as a result of sickness or injury, to perform the duties of your regular occupation.

In order to continue receiving benefits, after receiving benefits for 24 months, you must be unable to perform the material and substantial duties of any gainful

employment for which you are reasonably fitted by education, training or experience.

Please refer to the Long Term Benefits pamphlet, a copy of which is available at the Township Office for a full description of this benefit.

17.12

Seasonal Employees

- (a) Employees hired on a seasonal basis will not qualify for any employee benefits provided by the Employer with the exception of extended health care.
- (b) Seasonal employees will qualify for O.M.E.R.S. per the Pension Benefit Act.

17.13

The Employee's share of the Employer's Employment Reduction Premium will be retained by the Employer towards offsetting the costs of the benefit improvements contained in this Agreement.

ARTICLE 18 - RETIREMENT

18.01

Employees may voluntarily retire with three (3) months notice to the Corporation. In case of early retirement the retirement provisions of the OMERS plan will apply.

18.02

All employee benefits cease on retirement. Provided the employee is still eligible for coverage in accordance with Article 17.01, extended health, vision and dental benefits will be effective until the end of the month in which the employee retires.

18.03

Vacation pay on retirement will be calculated according to the provisions in Article 12.04.

ARTICLE 19 - MILEAGE RATES

19.01

Employees will be paid a mileage rate, which will be set from time to time by Council, for use of their personal vehicle on approved municipal business.

ARTICLE 20 - HOURS OF WORK AND OVERTIME

20.01

Forty hours of work is a normal work week with 7:00 a.m. to 3:30 p.m. being a normal work day.

20.02

Notwithstanding Article 20.01, during the Winter Control Season as defined in Article 20.11, Winter Control Shift employees will rotate between the following shifts:

- 6:00 a.m. to 2:30 p.m. (morning shift)
- 11:30 a.m. to 7:30 p.m. (afternoon shift)
- 9:00 p.m. to 5:00 a.m. (night shift);

subject to the needs of the Corporation to complete winter control activities.

In addition during Winter Control Season, an employee will be assigned to Weekend Patrol duties as set out below. This employee will be assigned to the night shift following the completion of such Weekend Patrol duties which will commence Monday at 9:00 p.m. and ending Saturday at 5:00 a.m.

Weekend Patrol duties will encompass the following driving schedule:

- Saturday: 7:00 a.m. to 8:00 a.m.
12:00 p.m. to 2:00 p.m.
6:00 p.m. to 7:00 p.m.
- Sunday: 1:00 a.m. to 3:00 a.m.
7:00 a.m. to 8:00 a.m.
12:00 p.m. to 2:00 p.m.
6:00 p.m. to 7:00 p.m.
- Monday: 1:00 a.m. to 3:00 a.m.

While working the scheduled afternoon and night shift, employees will be permitted a paid 30 minute lunch period.

Notwithstanding Article 20.04, while working the scheduled night shift, the employee will be paid a shift premium of \$3.75 per hour:

While working the scheduled Weekend Patrol duties as outlined in the driving schedule above, the employee will be paid overtime at a rate of one and one half (1½) times the employee's regular rate of pay.

20.03

After 8 hours a day or 40 hours worked in any one week, overtime will be paid at a rate of one and one half (1 ½) times the employee's regular rate of pay subject

to the provisions of this agreement. Overtime beyond or after winter control season will be equitably distributed as determined by the parties following the principles of the Stand by schedule. Unless the overtime is required of the employees already on site and subject to qualifications, overtime shall be offered on an equitable basis to regular and seasonal employees, subject to compliance with the hours of work provisions of the *Highway Traffic Act, Employment Standards Act, 2000*, as amended, and/or CVOR Regulations.

20.04

Hours worked on Saturdays and Sundays will be paid at one and one half times the regular rate of pay.

20.05

Overtime hours may be accumulated (banked) during the period, January 1 to April 30, to a maximum of eighty (80) overtime hours per calendar year. All additional overtime will be paid.

20.06

Banked time is at the option of the employee. The signed Employee Timesheet shall be utilized to track and record banked time.

20.07

In lieu of overtime payment, banked time may be taken off in the year that the overtime is accumulated.

20.08

The Corporation shall be notified in writing prior to the beginning of the pay period immediately prior to January 1st of any year of those employees who desire to participate in the "banked time" option.

20.09

If the accumulated overtime is not taken prior to December 15 it will be paid, as will any overtime worked between December 15th and 31st.

20.10

Use of banked time is subject to approval of the Manager of Roads & Construction and written notice must be given and approval received from the Manager of Roads & Construction to use banked time. Such approval shall not be unreasonably denied.

20.11

Winter Control Season

Winter Control Season shall be the period from November 15 to March 31. At the discretion of the Corporation, the Winter Control Shifts, the Weekend Patrol duties, and Winter Standby Shifts may be extended in weekly increments until April 30th. The Corporation will provide a minimum of two (2) weeks' notice of a

winter control season extension.

The Winter Control Shift schedule and Winter Control Stand by schedule will be prepared and posted prior to November 1st.

Stand by

- a. The Winter Stand by Schedule shall be from November 15 to March 31.
- b. Stand by duty shall be defined as the period of time outside of normal working hours when qualified employees are required by the Corporation to stand by and be readily available to perform duties should the need arise. Prior to calling in the employee(s) on Stand by duty, the Corporation may offer overtime to the other employees in accordance with Article 20.03.
- c. An employee required to perform stand by duties will be provided with a cell phone during each tour of stand by duty.
- d. All qualified employees in the Roads Department shall be required to rotate weekly through a "stand by" schedule, commencing at quitting time on Friday and continuing until starting time the following Friday.
- e. Subject to sub-paragraphs h. below, an employee on stand by duty who is required to perform duties outside of their scheduled hours of work shall be entitled to call in pay in accordance with Article 20.12.
- f. Remuneration for stand by duty shall be \$265 per week.
- g. Generally, at the discretion of the Corporation, two employees will be scheduled for stand by duty during Winter Stand by Schedule.
- h. Generally, at the discretion of the Corporation, one employee will be scheduled for summer season stand by duty from April 1 to November 14.

For the purpose of compliance with the Minimum Maintenance Standards during the extended winter control season (ie. the period between April 1st until April 30th and between October 1st to November 14th), the employee on summer season stand by duty will monitor and electronically record supporting documentation of the current and forecasted weather conditions between 7:00 p.m. and 8:00 p.m. each weekday evening. No additional compensation will be paid for the performance of this duty.

In addition, on weekends during the period between April 1st until April 30th and between October 1st to November 14th, the employee on summer season stand by duty will monitor and electronically record the current and forecasted weather conditions three (3) times per day:

- (i) between 6:00 a.m. and 8:00 a.m.;
- (ii) between 12:00 noon and 2:00 p.m.; and,
- (iii) between 7:00 p.m. and 8:00 p.m.

No additional compensation will be paid for the performance of this duty.

The summer season stand by employee will be required to monitor and electronically record supporting documentation of the current and forecasted weather conditions during those weekends and statutory holidays when they are scheduled for standby from May 1 to September 30 by as set out in current legislation. No additional compensation will be paid for the performance of this duty.

20.12 Call-in Pay

Any employee who has completed their shift and has left the Corporation's premises and is then recalled to work extra time shall be paid at the appropriate overtime rate and will not receive less than the equivalent of four (4) hours pay at the employee's regular rate of pay for such additional work, except to the extent that such four (4) hour period overlaps or extends into his scheduled shift. In such a case, the employee will receive the appropriate overtime rate for actual hours worked up to the commencement of their scheduled shift.

20.13
For the paid time off between Christmas and New Years (see Article 11.01(b)), employees called in will be given another day off in lieu at the regular rate of pay at a mutually agreeable time between the employee and the Corporation.

20.14
Overtime shall be offered on an equitable basis to regular and seasonal employees provided it does not exceed the Hours of Work Regulation of the applicable legislations including the Highway Traffic Act, Employment Standards Act and CVOR Regulations.

20.15 Four (4) Day Work Week

It is mutually agreed and understood between the parties that the Employer will implement a four (4) day work week as follows:

- (a) The four (4) day work week shall only apply to the roads employees.
- (b) A four day work week is defined as either a Monday to Thursday work week or a Tuesday to Friday work week. At the discretion of the Corporation, generally three quarters of the employees will be scheduled for the Monday to Thursday work week and one quarter of the employees will be scheduled for the Tuesday to Friday work week, subject to the needs of the Corporation.
- (c) The normal work day shall consist of ten (10) hours – 6:00 a.m. to 4:30 p.m. with one-half (1/2) hour unpaid lunch.
- (d) The four (4) day work week shall commence on the first Monday in May and shall cease on the Friday prior to the September paid holiday (Labour Day).
- (e) Notwithstanding the provisions of Article 20.01 and 20.03, any hours worked beyond ten hours in a day or forty hours in a week during the four day work schedule will be considered overtime and will be paid accordingly.
- (f) With the exception of overtime pay, any Paid Holidays as specified in Article 11 occurring during the foregoing schedule shall be paid as follows:
 - i. If the employee would normally be scheduled to work on the Paid Holiday, the employee will receive ten (10) hours pay.
 - ii. If the employee would normally be scheduled off work on the paid holiday, the employee will be paid for the holiday and receive the next scheduled working day off.
- (g) For each scheduled working day of vacation taken during the foregoing schedule, an employee will be deemed to have used 10 hours of vacation entitlement.
- (h) For the purposes of Article 17, during the foregoing schedule, the normal rate of pay shall be ten (10) hours for each normally scheduled working day missed due to illness or non-occupational accident.
- (i) Any paid leave of absence taken during the foregoing schedule shall be compensated at the rate of ten (10) hours per day.
- (j) Employees attending Road School and/or other similar educational/ training courses shall be assigned to a corresponding shift regardless of what the master schedule indicates for that given week.

Due to extenuating circumstances the employer may alter the foregoing duration after consultation with the Union.

ARTICLE 21 - GRIEVANCE PROCEDURE

21.01

- (a) It is the mutual desire of the Corporation and the Union that all complaints and grievances shall be adjusted as quickly as possible.
- (b) All meetings at which grievances are processed shall be held in-camera.
- (c) Employees who are covered by this Agreement shall be required to follow the procedures laid down in this Article.
- (d) A grievance under this Agreement shall be defined as any difference or dispute between the Corporation and any employee or the Union relating to the interpretation, application or administration of this Agreement, including any questions as to whether a matter is arbitrable and an allegation that this Agreement has been violated.
- (e) The time limits fixed in this Article and in Articles 23 and 24 may be extended, but only by consent of both Parties to this Agreement, such consent to be evidenced in writing.

21.02

In the event of a grievance by an employee, they shall take the matter up within and not after five (5) working days after the employee becomes aware or ought reasonably to have become aware of the incident or circumstances giving rise to the grievance. A grievance or group grievance shall be taken up within and not after ten (10) working days after the date of the incident giving rise to the grievance or the aggrieved party ought reasonably to have become aware of such incident or circumstances.

21.03

The following is the procedure which shall be adhered to in processing grievances, save as otherwise provided in this Article and in Article 23 and 24.

STEP NO. 1

The employee shall discuss the matter with the Manager of Roads & Construction and an attempt shall be made to adjust the employee's complaint. At the request of either the Manager of Roads & Construction or the employee, a representative of the Union shall be present during such discussion.

STEP NO. 2

If a settlement satisfactory to the employee is not reached within three (3) working days of the date the matter was taken up with the Manager of Roads & Construction, the representative of the Union may, within and not after seven (7) working days of that date, formally submit the grievance to the Director of Public Works or designate. A grievance submitted at Step 2 shall be in writing, shall contain a concise statement of the facts complained of and the redress sought

and shall be signed by the employee and the representative of the Union. The Director of Public Works or designate shall give their decision or answer in writing within five (5) working days of the date upon which the grievance was first taken up with the Director of Public Works or designate under Step 2.

STEP NO. 3

If the grievance is not settled at Step 2 the representative of the Union may, within and not after five (5) working days of the date of receiving the decision of the Director of Public Works or designate, take the grievance up with the CAO or designate. A meeting with the CAO or designate and of all Parties concerned including the National Representative of the Union, shall be held within fifteen (15) working days of receipt of the grievance. The decision of the CAO or designate shall be rendered within a further fifteen (15) working days or such longer period as may be mutually agreed to meet the needs of the parties.

If the Union is not satisfied with the response to Step No. 3 the matter may be referred to arbitration.

21.04

- (a) A grievance filed by a group of employees or a policy grievance of the Union shall be taken up at Step 3 of the grievance procedure.
- (b) A policy grievance of the Corporation shall be in writing and may be initiated by the CAO or designate delivering the grievance to the Unit Chairperson, or, in their absence to another Officer of the Union. If any such grievance is not settled within fifteen (15) working days of the date of such delivery the Corporation may refer the grievance to arbitration under Article 22

ARTICLE 22 - ARBITRATION

22.01

Where a difference arises between the Parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the Parties may, after duly exhausting the Grievance Procedure established by this Agreement, notify the other Party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the first Party's appointee to an Arbitration Board. The recipient of the notice shall, within five (5) days inform the other Party of the name of its appointee to the Arbitration Board. The two appointees so selected shall proceed to appoint a third person who shall be the chairperson. If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a chairperson within fifteen (15) days the appointment shall be made by the Minister of Labour for Ontario upon the request of either Party.

If no such request is made to the Minister of Labour for Ontario within twenty (20) days of the date either Party is entitled to make such a request, then such arbitration is terminated and the matters sought to be arbitrated are no longer open to arbitration. When the arbitration proceeds, the Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the Parties and upon any employee affected by it. The decision of a majority is the decision of the Arbitration Board, but if there is no majority the decision of the chairperson governs.

The Arbitration Board shall not have any authority to alter or change any of the provisions in the agreement, or to give any decision contrary to the terms and conditions of this Agreement, or in any way modify, add to or detract from any provision of this Agreement. However, the arbitrator or arbitration board shall have the power to modify penalties. Each of the Parties to this Agreement will pay the fees and disbursements of its appointee to the Arbitration Boards, and will share equally the fees and disbursements of the chairperson.

22.02

The parties may mutually agree to a single Arbitrator.

22.03

Prior to proceeding to arbitration, the parties may mutually agree to utilize a Grievance Mediator. Such agreement shall not prejudice either party from proceeding to arbitration where a satisfactory settlement is not achieved in mediation. Should a settlement not be reached, the referral to arbitration shall be made within twenty (20) days from the date mediation was held. The parties agree to equally share the costs of mediation.

ARTICLE 23 - DISCHARGE AND DISCIPLINE CASES

23.01

In the event an employee who has attained seniority is discharged or disciplined and the employee considers that an injustice has been done, the matter may be taken up at Step 2 of the Grievance Procedure.

23.02

In the event an employee is disciplined or discharged, the Union shall be notified promptly of such action. An employee who is called to a meeting with management, which the employee or Union believes may reasonably result in discipline, or to receive discipline, will have the right to request the presence of a Union representative.

23.03

Where an employee's grievance against their discharge or discipline duly comes before an Arbitration Board, the Board may make a ruling:

- (a) Confirming the Corporation's action, or;
- (b) Reinstating the employee with or without compensation for wages lost (except for the amount of any remuneration the employee has received elsewhere pending the disposition of his case), or;
- (c) Disposing of the grievance in any other manner which may be just and equitable.

23.04

Any letter of reprimand, suspension or other sanction will be removed from the record of an employee eighteen (18) months following receipt of such letter, suspension or other sanction provided that such employee's record has been discipline-free for one year.

ARTICLE 24 - WAGES AND CLASSIFICATION OF EMPLOYEES

24.01

There will be the following classification of employees:

- (a) Operator
- (b) Foreman
- (c) Licensed Truck and Coach Technician –While acting in the capacity as a Licensed Truck and Coach Technician, the Operator will be paid the Level 2 hourly rate of the Foreman.
- (d) Acting Foreman – In the absence of a fulltime Foreman while acting in the capacity of a Foreman, the Operator will be paid Level 1 hourly rate of pay for the Foreman position.

24.02

Wages

Wages are retroactive to January 1, 2024.

Progression through the Pay Grid

- (a) Regular Employees will advance to a higher grid level for merit on the anniversary date of hiring.
- (b) Seasonal Employees will advance to a higher grid level for merit on completion of 2,080 paid hours.
- (c) Seasonal Employees when hired as regular Employees See clause 10.04(b).

OPERATOR WAGES			
Level	Effective January 1, 2024 – \$1.50 market adjustment plus 3.25%	Effective January 1, 2025 – 3.00%	Effective January 1, 2026 – 3.00%
Level 1	\$25.89	\$26.67	\$27.47
Level 2	\$26.93	\$27.74	\$28.57
Level 3	\$28.01	\$28.85	\$29.71
Level 4	\$29.13	\$30.00	\$30.90

FOREMAN/TRUCK & COACH TECHNICIAN WAGES			
Level	Effective January 1, 2024 – \$2.00 market adjustment plus 3.25%	Effective January 1, 2025 – 3.00%	Effective January 1, 2026 – 3.00%
Level 1	\$31.18	\$32.12	\$33.08
Level 2	\$32.43	\$33.40	\$34.41

ARTICLE 25 - PAY PROVISIONS

25.01
Pay Periods

The pay period for all Union employees is a two (2) week period beginning at 12:01 a.m. Saturday and ending on the second Friday following at 12:00 midnight.

25.02
All employees are paid on the Friday following the end of the pay period, except if a statutory holiday falls on the Friday, in which case it shall be paid on the working day immediately prior to the said holiday.

25.03
Method of Payment

The direct deposit of pay shall be made into a bank, credit union or trust company of the Employee’s choice, provided the financial institution is equipped

to accept it on a timely basis. As the result of direct deposit there will be no pay advances.

25.04
Time Sheets

All Roads Department employees shall submit time sheets for all hours worked.

25.05
Retroactive Pay

Any employees as of the retroactive date who have ceased to be employed shall have a period of thirty (30) days only from the date of mailing of notices in which to claim from the Corporation any adjustments to their remuneration payable. Any new employees hired since that date shall be entitled to pro-rata adjustments to their remuneration from the date of their employment.

The Corporation shall contact, in writing, by mailing notices to their last known addresses, any employees who have since left its employ. These shall be mailed, by priority post, within fifteen (15) days of the date Council passes the appropriate By-Law(s).

ARTICLE 26 - SAFETY CLOTHING AND SAFETY FOOTWEAR

26.01
Throughout the term of this Agreement, upon provision of original receipts confirming purchase, the Corporation will reimburse active employees to a maximum annual amount of \$250.00 for the cost of safety footwear to wear during the performance of their duties.

ARTICLE 27 - DURATION

27.01
This Agreement shall become effective on the 1st day of January, 2024, and remain in full force until the 31st day of December 2026.

It shall remain in force from year to year unless notice to terminate or to amend is given by either party within ninety (90) days of termination of the Agreement.

27.02
Once the notice to bargain has been received, the parties shall meet within 30 days or such longer period as may be mutually agreed, to commence negotiations.

27.03

Any amendments to this agreement during its term must be mutually agreed and signed by the parties prior to being implemented.

ARTICLE 28 - MERGERS AND AMALGAMATIONS

28.01

Where the Corporation is involved in a merger or amalgamation with any other body, or sale of any part of its operation or restructuring the Corporation shall consult with the Union to deal with issues concerning, but not limited to: service, seniority, benefits and job security to enable the Corporation in their best efforts to address the foregoing on the employee's behalf.

ARTICLE 29 - MEMBERSHIP DUES AND LICENCES

29.01

License Fees

Upon prior approval of the Corporation, the Corporation shall reimburse the Licensed Truck and Coach Technician, upon the production of receipt(s), for the cost of the Truck and Coach Technician License renewal as needed by the Licensed Truck and Coach Technician for the performance of their duties.

29.02

The Corporation shall pay the cost the medical required for employees obtaining and/or renewing their DZ or AZ License, if the Corporation requires the Employee to obtain and/or renew such licenses. Prior to obtaining external training for the DZ or AZ license knowledge test, an employee must have written approval from the Corporation.

ARTICLE 30 - HEALTH & SAFETY

30.01

The Union and Corporation shall maintain an occupational health and safety committee as per the *Occupational Health and Safety Act*, as may be amended from time to time.

30.02

If the Corporation has reasonable grounds to suspect that an employee may not be fit to perform the duties of his position, at the request of the Corporation, the employee may be required to submit a functional ability form completed by their treating medical practitioner to confirm his fitness to perform the duties of their position. The employee will execute the necessary consent(s) to enable the

physician to provide the Corporation with their opinion regarding the employee's fitness to perform the duties of their position, along with a description, if any, of the employee's functional limitations or restrictions that may affect their ability to perform the duties of their position, as well as a prognosis confirming same.

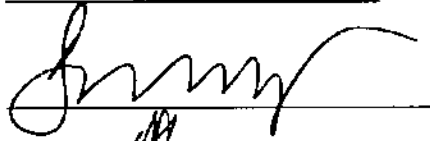
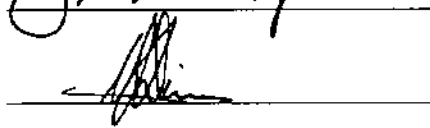
ARTICLE 31 - NO AGREEMENTS

31.01

No Employee shall be required or permitted to make a written or verbal agreement with the Corporation or their representative which may conflict with the terms of this collective agreement.

DATED AND EXECUTED at AYLMER, Ontario, on behalf of the parties hereto and by their duly authorized representatives this 1st day of MARCH, 2024.

FOR THE CORPORATION



Adams

FOR THE UNION

