

COLLECTIVE AGREEMENT

BETWEEN

THE MUNICIPALITY OF WEST ELGIN



West Elgin

AND

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 35.8**

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

EXPIRING DECEMBER 31, 2023

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ARTICLE 1 – PURPOSE

- 1.01 The general purpose of this agreement is to establish mutually satisfactory relations between the Municipality and its Employees and to provide a method for the prompt and equitable disposition of grievances as well as to set forth conditions of employment, hours of work, and wages for all employees, subject to the provisions of this agreement.

ARTICLE 2 – UNION RECOGNITION

- 2.01 The Employer recognizes the Canadian Union of Public Employees as the sole and exclusive bargaining agent for all employees of the Municipality of West Elgin, in Elgin County, in the Public Works, Utilities, and Parks and Recreation departments, save and except Supervisors, persons above the rank of Supervisor, office, clerical, transit, trailer park, janitorial and meter reading employees, and students employed during the school vacation period.
- 2.02 No Employee will be required or permitted to make any written or verbal agreement with the Employer or their representatives, which may conflict with the terms of this agreement. No individual employee or group of employees will undertake to represent the union at meetings with the employer without proper authorization from the Union.

ARTICLE 3 – MANAGEMENT RIGHTS

- 3.01 The Union agrees that the Employer 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;
 - c) determine the nature and kind of work conducted by the Employer; 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 or result in the reduction of the bargaining unit, 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 Employer which shall remain with the Employer;

- d) make and enforce and alter from time to time, reasonable rules, and regulations to be observed by employees once such rules and regulations have been relayed to the employees in writing. The breach of which may result in discipline up to and including discharge;
- e) discipline or discharge a probationary employee for a lesser standard than just cause.

It is understood the Employer shall exercise its management rights in a fair and reasonable manner, consistent with the provisions of this agreement.

ARTICLE 4 – NO STRIKE OR LOCKOUT

- 4.01 In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that during the life of this Agreement, there will be no "strike", and the Employer agrees that there will be no "lockout", in accordance with, and as defined by, the *Ontario Labour Relations Act, 1995* as amended from time to time.

ARTICLE 5 – EMPLOYEE DEFINITIONS

- 5.01
- a) A probationary Employee is an Employee who has not successfully completed the requirements of the probationary period pursuant to this Agreement.
 - b) A full-time Employee is an Employee occupying a position who has successfully completed the probationary period and who works a regular full-time work schedule during the calendar year.
 - c) A part-time Employee is an Employee who has successfully completed the probationary period and who is not regularly scheduled more than twenty-five (25) hours per week.
 - d) A seasonal Employee is an Employee who has successfully completed the probationary period and who works to support operations during the winter season.
 - e) A "working day", as referenced in this Agreement, shall mean a day other than Saturday, Sunday, or recognized holiday, save and except scheduled shifts in accordance with Article 18.

ARTICLE 6 – NON-DISCRIMINATION

- 6.01 The Employer and the Union agree that all Employees will be protected against discrimination in accordance with the Ontario Human Rights Code, the Employment Standards Act, Labour Relations Act, or the Workplace Safety and Insurance Act, as amended from time to time.

ARTICLE 7 – UNION SECURITY

7.01 Union Membership

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

7.02 Union Dues Deduction and Remittance

The Employer shall deduct dues, initiation fees, and assessments as set by the Union from each pay of all employees covered by this Collective Agreement. Such deductions will be forwarded to the Secretary-Treasurer of the Union no later than the 10th day of the month following the one in which they were deducted. The Union shall advise the Employer in writing of the amount to be deducted.

7.03 Union Dues Reporting

The Employer shall also provide the Union an electronic spreadsheet indicating the pay period covered by the deductions, and the following information for all Employees from whose wages the deductions have been made: name, employment status, classification/job title, regular earnings, hours worked, and dues deducted.

7.04 Outside Contracting

In order to provide job security for the members of the bargaining unit, the Employer agrees that no Employees will be laid off or terminated as a result of the Employer contracting out any of its services.

ARTICLE 8 – LABOUR/MANAGEMENT RELATIONS

8.01 Union Representation

The Union shall elect or appoint two (2) representatives, comprised of one (1) Unit Chairperson and one (1) Steward.

The Union shall notify the Employer in writing with the names of its selected representatives before the Employer shall be required to recognize those holding the position.

A Union representative shall have the right to attend meetings mutually agreed upon between the Employer and the Union held during working hours without loss of regular earnings.

8.02 Labour Management Meetings

(a) The Employer and Union may each appoint not more than two (2) representatives to a Labour/Management Committee that shall meet for the purposes of dealing with matters of mutual concern. The Committee will enjoy the full support of both parties.

(b) The Committee shall meet at least quarterly, or more often as may be mutually agreed. Notice and agenda of the meeting shall be distributed at least one (1) week in advance of the meeting. Employees will not suffer any loss of pay for time spent participating in Committee meetings, which shall be scheduled in such a manner as to minimize disruption in operations.

8.03 Collective Bargaining

The Union will advise the Employer of the member selected by the Union, which shall consist of one (1) member, as representative. All time spent attending bargaining meetings with the Employer, up to and including conciliation, shall be considered as time worked. Attendance at such meeting shall not result in wage premiums being paid.

8.04 National Representative Attendance at Workplace

The Union will have the right at any time to have the assistance of a National Representative of the Canadian Union of Public Employees when dealing or negotiating with the Employer. The Union may request such Representative have access to the Employers' premises to deal with any matters arising out of this collective agreement. The Union, or the National Representative, will provide reasonable advance notice to the Employer of such attendance in the workplace and such request shall not be unreasonably denied.

ARTICLE 9 – SENIORITY

9.01 Seniority is defined as length of permanent service with the Employer in the Public Works, Utilities, and Parks and Recreation departments.

In all cases of promotion or transfer, except promotion to position excluded from the bargaining unit, the following factors shall be applied:

- a) Seniority
- b) Qualifications and Ability

Where the qualifications in factor (b) are relatively equal, factor (a) shall govern. Promotion shall mean advancement to a job which carries a higher rate of pay.

- 9.02 Newly hired Full-Time Employees will be considered on a probationary basis for a period of six (6) months.

Newly hired Part-Time Employees will be considered on a probationary period for 1040 hours.

Newly hired Seasonal Employees will be considered on a probationary basis for a period of their first full season of their employment.

During the probationary period, Employees shall have no seniority rights for this period. After completion of probationary period seniority will be effective from their original date of employment.

When the probationary period is interrupted by injury or illness or any other unpaid interruption of the probationary period, the probation period shall be extended by the number of days missed.

The Employer may terminate an employee during the probationary period for any reason satisfactory to the Employer provided it does not act in a manner that is arbitrary, discriminatory, or in bad faith.

The grievance and arbitration procedures outlined in this Agreement shall not be available to a probationary employee, nor to the union on behalf of the probationary employee, with respect to their termination of employment provided the employer has not acted in a manner that is arbitrary, discriminatory or in bad faith.

- 9.03 Seniority lists will be compiled annually by the Employer and employees shall be placed there in accordance with the term of their permanent 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 in January of each year.

Full-time Employees will accumulate seniority on the basis of their permanent service in the bargaining unit from their original date of hire, including all prior full-time service prior to Certification.

Part-time and Seasonal Employees will accumulate seniority on the basis of their accumulated hours since their original date of hire, including all previous service prior to Certification.

Where a Part-Time or Seasonal Employee is successful in obtaining a full-time position, their seniority date shall be adjusted on the basis of 2080 hours equaling one year of seniority.

An Employee's name will not be placed on the seniority list until they have successfully completed their probationary period as outlined in Article 9.

For the purpose of this Article, time away from work through an approved leave of absence, or time protected by the Employment Standards Act, 2000 or the Human Rights Code, 1990 shall be included in the calculation of permanent service.

Seniority, as set out on the posted seniority list, will be used for all of the purposes set out in the Collective Agreement save and except for promotions and layoffs. For promotions and layoffs, the seniority list will be updated to the end of the pay period, prior to the pay period during which the job was posted, or the notice of layoff was given.

All seniority, vacation and other credits obtained under this Agreement will be retained and transferred with the Employee when reclassified, where applicable.

No Employee will be forced to take any position outside of the bargaining unit. An Employee may accept a temporary Non-Union assignment of up to six (6) months in a twelve (12) month period without losing their seniority in the bargaining unit. This time frame may be extended by an additional six (6) months upon mutual agreement between the Parties. It is agreed that any and all vacancies resulting from the initial vacancy will be posted and filed in accordance with Article 14.01. Upon return to the bargaining unit, the Employee will be returned to their former position.

In addition, any other job position changes to any other bargaining unit member will also revert back to their original positions. Upon return to the bargaining unit, the Employee's seniority date will be adjusted by the number of weeks the Employee was in the excluded position. During this period of leave, the Employee will continue to pay Union dues based on the rate of pay in the new position.

9.04 An Employee will not lose seniority rights if they are absent from work because of sickness, accident, lay-off, or leave of absence, if approved by the Employer.

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

- a) they are discharged and are not reinstated through the grievance procedures;
- b) they resign or quit on their own accord and do not rescind their resignation in writing within 24 hours;
- c) they have been laid off for the period of less than 24 months and failed to report for work within 5 working days following notification of their recall to work by registered mail at their last recorded address on file with the Employer;

- d) they are laid off in excess of 24 months;
- e) they are in receipt of long-term disability benefits or Workers Safety Insurance Board benefits for a continuous period in excess of 24 months, subject to applicable legislation;
- f) they are absent for three (3) consecutive working days or more without advising the Employer and securing permission for such leave of absence, unless the Employee is prevented from giving such notice due to circumstances beyond the employees control, proof of which must be provided by the Employee to the Employer immediately upon return;
- g) An Employee utilizes a leave of absence for purposes other than those for which the leave of absence was granted;

ARTICLE 10 – LAYOFFS AND RECALLS

10.01 A lay-off is defined as a reduction in the workforce or a reduction in the regular hours of work as defined in this Agreement.

10.02 In the event of a temporary layoff, Employees who have attained seniority shall receive at least forty-eight (48) hours' notice. In the event the layoff is permanent, notice will be given in accordance with applicable provincial legislation.

Notice of layoff will be in writing, with a copy to the Union. Employees who are laid off and subsequently recalled within twenty-four (24) months will be credited with previous seniority.

10.03 Employees will be laid off in reverse order of their seniority. Part-time Employees, followed by seasonal Employees, will be laid off before any full-time Employees. When layoffs occur, the Employee(s) occupying the position(s) affected will have the right to accept the layoff, or be entitled to exercise their seniority to bump a less senior Employee, providing they have the qualifications and ability to perform the work of the position they choose to bump into. The Employee must be able to perform the job within a reasonable period of orientation, as determined by the Employer. Such period of orientation shall not exceed twenty-one (21) calendar days.

10.04 Employees will be recalled in the order of their seniority providing they are qualified to do the work. No new Employee will be hired until those laid off have been given an opportunity for reemployment. Employees will not lose recall rights if they refuse a temporary position of two (2) months or less duration.

ARTICLE 11 – DISCIPLINE, DISCHARGE, AND PERSONNEL RECORDS

- 11.01 An Employee who is called to a meeting by Management, which the Union or Employee believes may reasonably result in discipline, or to receive discipline, will be advised of the purpose of the meeting and will have the right to request the presence of a Union representative.
- 11.02 Where reasonable, the Employer may impose disciplinary action against an Employee within fifteen (15) working days of the Employer having knowledge of the incident giving rise to the discipline. The Employee and the Union will then be promptly notified in writing of the disciplinary action.
- 11.03 Any discipline shall be removed from an employee's personnel file twenty-four (24) months after its inclusion, provided there have been no further incidents of a similar nature during such 24-month period.
- 11.04 An employee shall have the right to access and review their personnel file once a year, upon reasonable notice.

ARTICLE 12 – GRIEVANCE PROCEDURES

- 12.01 For the purpose of this Agreement "Grievance" is defined as a dispute, claim or complaint involving the interpretation, application, and administration or alleged violation of the Agreement including any question as to whether the matter is arbitrable.
- 12.02 a) It is a mutual desire of the parties that complaints of Employees and Employers shall be adjusted as quickly as possible in a fair manner. It is understood that any Employee, with the assistance of the Union, may present an oral complaint at any time without resorting to the grievance procedure. It is understood that the Union/Employee has no grievance until the Supervisor has had a reasonable opportunity of adjusting the complaint.
- b) Failing a satisfactory settlement, the complaint may then be taken up as a grievance. No grievance shall be considered were the circumstances given rise to it occurred or originated more than fifteen (15) working days before the filing of the grievance.
- c) Grievances shall be dealt with in the following manner:

Step 1

The Employee, through the Unit Chair or Alternate, shall submit a written statement of the particulars of the grievance and redress sought to the

Supervisor. The Supervisor shall render a written decision within five (5) working days following receipt of the grievance.

Step 2

Failing satisfactory settlement in Step 1, within five (5) working days after the decision of the Employee's supervisor is received, the Union will submit a written statement of the particulars of the grievance and the redress sought to the Manager of Operations and Community Services. The Manager of Operations and Community Services shall provide their written decision within five (5) working days to the Union.

Step 3

Failing satisfactory settlement in Step 2, within five (5) working days after the decision of the Manager of Operations and Community Services, the Union will submit the written grievance to the CAO or designate. The CAO or designate will convene a meeting with the Union and the Griever within ten (10) working days of receipt of the grievance. The CAO or designate shall provide their written decision within five (5) working days to the Union following such meeting.

Step 4

Failing satisfactory settlement being reached in Step 3, either party to this agreement may refer the dispute to arbitration within twenty (20) working days after the day of the reply in Step 3.

12.03 Policy, Group, and Discharge Grievances

Step 1 of the grievance procedure may be by-passed where a dispute involving a question of the general application or interpretation of the Collective Agreement occurs, or where a group of Employees has a grievance, or where a regular Employee is considered by the Union to have been unjustly discharged.

12.04 Employer Grievances

The Employer may submit a grievance to the Unit Chair, or their designate, of the Union. If such grievance is not settled within twenty (20) working days from the date the grievance was received, the Employer may refer the grievance to arbitration in accordance with Article 14.

12.05 Time Limits

Time limits referred to throughout Article 12 may be extended in writing by mutual agreement of the parties. Time limits referred to as working days shall be calculated exclusive of Saturdays, Sundays and paid Holidays within the meaning of this agreement.

12.06 Mediation

Prior to the referral of a grievance to arbitration, the parties may mutually agree to use the services of a 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) working days from the date mediation was held. The parties agree to equally share the costs of the mediation.

ARTICLE 13 – ARBITRATION PROCEDURE

13.01 Referral to Arbitration

It is agreed by the parties that matters not settled after exhausting the Grievance Procedure may be settled by arbitration. A Notice of Intent to arbitrate will be forwarded to the other party within the time limits set out in Article 12.02 Step 4 and such notice will contain the name of the requesting party's nominee to the Arbitration Board. Within five (5) working days from the receipt of the Notice of Intent to Arbitrate, the other party shall reply with the name their nominee. Within ten (10) working days, a third person to act as Chairperson will be appointed by the respective nominees. Should either party fail to agree upon a third person, they shall be selected by the Office of Arbitration of the Ministry of Labour.

13.02 Payment for Board of Arbitration

Each of the parties will bear the expense of the nominee appointed by it, and the parties will jointly bear equally the expense of the third party, and any cost of the place of hearing of such arbitration, if and when the necessity arises.

13.03 Powers of Board

It is agreed and understood that the Arbitration Board will have no authority to alter, modify or annul any part of this Agreement. However, the Arbitration Board will have the authority to substitute such other penalties or dispose of a grievance in a manner the Arbitration Board deems just and reasonable in all circumstances.

13.04 Decision of Board

The Arbitration Board will hear and determine the matter and will issue a decision which will be in writing and contain the reasons for the decision. The decision of the majority will be the decision of the Arbitration Board, but if there is no majority decision, the decision of the Chairperson will govern.

13.05 Sole Arbitrator

The Employer and the Union may, by mutual written agreement, utilize a Sole Arbitrator in substitution for a Board of Arbitration. The appointment and jurisdiction of the Arbitrator will conform to the provisions of this Article. Each party will pay one-half (½) of the fees and expenses of the arbitrator and any costs of the place of hearing of such arbitration if and when the necessity arises.

ARTICLE 14 – JOB POSTINGS

14.01 When a vacancy occurs or a new position is created within the bargaining unit, the Employer shall notify the Union in writing and shall post a notice electronically,

and on the Employer's main bulletin boards, for a period of ten (10) working days so that interested employees may apply.

The posting shall contain the following information:

- Nature of the position
- Qualifications as specified in the Job Description
- Required knowledge, education and skills
- Hours of work and location
- Wage rate

14.02 Appointments

In making staff changes, transfers, or promotions, appointment will be made of the senior applicant able to meet the normal requirements of the job. Appointments from within the bargaining unit will be made in a timely manner subject to operations requirements.

14.03 Trial Period

The successful applicant will be placed on trial for a period of forty (40) working days. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the Employee finds themselves unable to perform the duties of the new job classification, they will be returned to their former position and salary without loss of seniority. An Employee deemed unsatisfactory in the trial period by the Employer shall have the right to grieve. Any other Employee promoted or transferred because of the rearrangement of positions will also be returned to their former position and salary without loss of seniority.

14.04 Union Notification

The Union will be notified of all appointments, hirings, layoffs, recalls and terminations of employment. The Union will be supplied a copy of each posting.

14.05 Classifications

When a new position is created, or an existing position reclassified, the Employer will set a rate for the position and notify the Union. If this rate is acceptable to the Union, it will become 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 to establish a rate which is mutually satisfactory.

When an agreement is reached, the established rate shall apply retroactively to the time the new position was created or existing position reclassified. Where an agreement is not reached, the issue may be processed through the grievance procedures and failing resolution, may be referred to arbitration as specified in this Collective Agreement.

ARTICLE 15 – HEALTH AND SAFETY

15.01 Responsibilities

The Employer will take every precaution reasonable in the circumstances for the protection of all Employees.

The parties agree it is in everyone's interest that standards of health and safety be maintained to prevent accident, injury, and illness as well as enhancing the wellbeing of all employees.

The Union and the Employer as a matter of principle recognize that occupational health and safety is a shared concern and shall abide by the Occupational and Health and Safety act, 1990., and its regulations.

15.02 Joint Health and Safety Committee

- a) A Joint Health and Safety Committee will be established in accordance with the *Occupational Health and Safety Act, 1990*, and shall meet at least quarterly, during regular working hours. Minutes will be taken of all meetings and copies will be sent to the Employer and to the Union.
- b) The Committee shall be comprised of two (2) of the members; one of whom will be selected by the union and one selected by the Employer according to the *Occupational Health and Safety Act, 1990*. Training will be arranged and paid for by the Employer. Members attending training as required by the Act, and as approved by the Employer, will be paid their regular wages.
- c) Members of the Committee shall perform their duties and fulfill their responsibilities as outlined in the Occupational Health and Safety Act and Regulations, as amended from time to time.
- d) Within 90 days of ratification, the Parties shall establish a Terms of Reference pertaining to the Joint Health and Safety Committee outlined in Article 15.02.

15.03 Personal Protective Equipment

An Employee who is required by the Employer to wear or use any personal protective equipment shall have the equipment supplied at no cost to the Employee. Employees shall be instructed and trained in its care, use and limitations before wearing or using it for the first time.

ARTICLE 16 – GENERAL

16.01 Employee Contact Information

The Employer will provide to the Union a list of all the Employees in the bargaining unit. The list will include each person's name, job title, mailing address, contact

number, contact e-mail and employment status. The Employee contact list will be provided in an electronic spreadsheet to the Union on an annual basis.

16.02 Union Orientation

a) Potential Employees

During the interview process, the Employer will advise potential Employees that a Collective Agreement is in effect.

b) Notification of a Meeting with New Hires

The Union will be notified of the name, job title and employment status prior of their first day of employment.

The Union will be given an opportunity to meet privately with each new employee during their probationary period. Such a meeting shall take place during the first month of employment to acquaint the new hire with the structure, benefits, and duties of Union membership. A maximum of thirty (30) minutes shall be allowed for this purpose within regular working hours and without loss of pay for either Employee, provided there is no operational impact by having such meeting.

16.03 Access to Work Site

The Employer will permit the use of its meeting space for the purpose of Local general membership meetings when requested in advance. Such request will not be unreasonably denied.

16.04 Bulletin Boards

The Employer will provide space on a bulletin board at each work site for the posting of official Union notices. Such notices shall be signed by a Union representative.

16.05 Correspondence

All correspondence between the parties arising from this Agreement or incidental thereto shall pass to and from the Manager of Operations and Community Services and the Unit Chair of the Union.

16.06 Copies of the Agreement

The Employer shall arrange to print sufficient copies of the Collective Agreement within thirty (30) calendar days from the date it receives the signed copy of the Collective Agreement. The Union and the Employer shall share the cost of printing equally.

ARTICLE 17 – HOURS OF WORK – FULL-TIME

17.01 Normal Hours of Work - Summer

The normal weekly hours of work will be forty (40) hours per week consisting of five (5) shifts of eight (8) consecutive hours, Monday to Friday, between the hours of 7:30 a.m. to 3:30 p.m., which includes one (1) paid meal period of thirty (30) minutes each shift.

17.02 Normal Hours of Work – Winter

- a) **Public Works** – in addition to normal day shift hours of work outlined in Article 17.01, an afternoon shift for Public Works shall be established consisting of five (5) shifts, eight (8) hours per day Monday to Friday, between the hours of 3:00 p.m. and 11:00 p.m., which includes one (1) paid meal period of thirty (30) minutes each shift.
- b) **Parks and Recreation** – The weekly hours of work will be forty (40) hours per week consisting of five (5) shifts of eight (8) consecutive hours, which includes one (1) paid meal period of thirty (30) minutes each shift. Employees will be scheduled to meet the needs of Parks and Recreation, consistent with community service demands and facility bookings.
- c) **All Employees of Operations and Community Services** department shall rotate through day and afternoon shifts in an equitable manner regardless of seniority.

17.03 Winter Season

- a) The Employer shall establish the start and finish of each winter season on annual basis and notify union no later than September 30th.
- b) Notwithstanding Article 17.02, the Manager of Operations and Community Services may alter the term of the winter season upon providing one-week of written notice to the Union.
- c) It is understood and agreed by the parties that the Utilities Operator shall follow the Winter schedule as outlined in Article 17.02 (a) as required, when working in Public Works.

17.04 Notice of Schedule

The hours of work of each department shall be posted at least four (4) weeks in advance subject to 17.03 (b).

ARTICLE 18 – OVERTIME AND STANDBY

18.01 Overtime must be authorized by the Employer and shall apply to all hours worked either in excess of the Employee's normal work week or normal workday.

18.02 Overtime Pay

Overtime opportunities shall be divided equally among the employees who are willing and qualified to perform the work that is available. Overtime work will be paid at the rate of time and one half (1 ½) the regular rate. Overtime work performed between the hours of 12:00 a.m and 6:00 a.m. will be paid at the rate of two times the regular rate.

18.03 Call In Pay

An Employee who is called in, having completed their regular shift, other than for scheduled overtime work, will be paid a minimum of 2 hours at the applicable overtime rate, for the time worked on the call-in. An employee who is called back a second time within the initial two (2) hour call in window, will be paid for time worked at the applicable overtime rate. This does not apply to the two (2) hour period prior to the start of a regularly scheduled shift.

18.04 Standby Pay

Standby opportunities shall be divided equally among the employees who are qualified to perform the work that is available within their respective department when called in.

Employees assigned to standby duties from midnight Monday to 11:59 p.m. Sunday shall be paid one hundred and sixty-five dollars (\$165.00). In addition, assigned employees shall be paid eighty-five dollars (\$85.00) for each statutory holiday that falls within the respective standby period.

Employees may exchange their standby duties subject to the approval of the Employer.

Where an Employee is required to perform work while on standby, they shall be paid at the appropriate overtime rate in accordance with article 18.02.

18.05 Overtime Meal Allowance

An Employee who works four (4) hours of overtime immediately before or following their scheduled hours of work will receive a meal allowance of ten dollars (\$10). Where an Employee works eight (8) consecutive hours of overtime or more, they shall receive two (2) meal allowances.

18.06 Time Off in Lieu of Overtime

In lieu of payment for overtime, an Employee may bank such time at the appropriate rate to be utilized as time off in the year in which it was earned, at a time mutually agreed by the Employee and the Employer.

Accumulated banked time shall not exceed (80) hours in a calendar year and may be replenished.

Accumulated banked time that is not used by the end of the year in which it was earned, shall be paid out no later than Pay Period 1 of the following year. Such payment shall be calculated at the rate of pay at the time it was earned.

Employees reserve the right to have banked hours paid out at any time, in whole or in part, upon written request.

ARTICLE 19 – PENSION PLAN

19.01 All Full-time Employees shall join the basic Ontario Municipal Employees Retirement System (O.M.E.R.S.). The Employer shall contribute fifty percent (50%) of the premium costs of participation in the said Plan.

ARTICLE 20 – SHORT TERM DISABILITY

20.01 Purpose

The plan shall be provided by the Employer, at their expense, to full-time Employees who have completed their probationary period. The plan provides wage loss replacement for illness or injury for which compensation is not payable under the Workers' Compensation Act.

20.02 Short Term Disability Plan

a) The plan will provide one hundred and twenty (120) calendar days of STD benefits at seventy-five percent (75%) of the employee's gross pre-disability average weekly earnings, to a maximum of one-thousand dollars (\$1,000) per week.

b) Benefits are payable as follows:

From the first day: Non-Occupational Injury

From the third day: Non-Occupational Illness

c) Where an employee returns from an absence, the benefit period will be reinstated in full after one (1) month in the case of a new disability.

If, within three (3) months of the employees return to work, they are absent from work again due to illness or injury related to the initial reason, the leave will be considered a continuation of their initial absence.

20.03 Proof of Illness or Injury

In circumstances where an Employee has requested Short-Term Disability wage loss replacement for illness or injury, the Employer may require such Employee to provide a medical doctor's certificate certifying that the Employee was unable to carry out their duties due to illness or injury. The timing of such request shall be in accordance with Short Term Disability benefit eligibility. Reasonable and customary fees paid by the Employee for a requested medical certificate shall be reimbursed by the Employer.

20.04 Notification to Employer

An Employee who is unable to report for duty on their scheduled shift will notify the Employer of this fact in advance of the commencement of their scheduled shift; provided that this requirement will be waived by the Employer where the Employee was unable to give such notice due to circumstances beyond their control.

ARTICLE 21 – VACATION

21.01 Length of Vacation

For the purpose of computing vacation entitlement, the vacation year shall begin on January 1st and end on the following December 31st.

Every full-time employee will be entitled to an annual paid vacation, or payment in lieu thereof, based on the date of permanent hire, as follows:

a) Full-time employees

Years of Continuous Service as of Jan 1	Vacation Entitlement
Less than 1 year	1 day per month (up to 10 days)
1 year but less than 5 years	2 weeks
5 years but less than 10 years	3 weeks
10 years but less than 15 years	4 weeks
15 years but less than 20 years	5 weeks
20 years plus	6 weeks

b) Part-time and 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.

21.02 Carry-Over of Vacation

Employees will be allowed to carry forward paid vacation time into the next calendar year to a maximum of one (1) week, which shall be taken before July 1st of that year. Request for more than one (1) week of carry-over will be considered by Employer for exceptional circumstances.

21.03 Vacation Pay Out

Should an Employee's requested vacation time be denied, due to reasonable operational demands, resulting in the Employee being unable to take their accumulated entitlement, in excess of the carry over limit outlined in Article 21.02, shall have their vacation paid out on the first pay period of the calendar year based on the rate of pay in place at the time it was earned.

21.04 Vacation Scheduling

- a) At the discretion of the Supervisor of Public Works no more than 2 employees shall be allowed vacation during the same time period. During the winter season, no more than one (1) employee will be allowed vacation at any one time.
- b) At the discretion of the respective Supervisors within Parks and Recreation and Utilities departments, no more than one (1) Employee will be allowed vacation at one any time.

21.05 By March 1st of each calendar year, each department shall post a vacation list and Employees shall indicate their vacation preferences by no later than March 15th. The Supervisor in each department shall then establish the vacation schedule with preference based on seniority, which shall be posted in each department no later than March 31st.

Subsequent request for vacation made by Employees after March 15th shall be granted on first come first serve basis. Employee requests to amend the vacation schedule after it is posted shall require approval of the Employer.

21.06 In the event that an employee's vacation is interrupted as a result of an accident or illness where they qualify for Short Term Disability or bereavement leave, the time so spent shall be considered as sick leave or bereavement leave as provided in Article 24. The period of vacation so displaced shall be reinstated for use at a later date in accordance with Article 21.04.

21.07 When an employee ceases to be employed by the Corporation, the employee will receive any outstanding vacation pay accrued up to the employee's termination date less any money that is owed to the employer.

ARTICLE 22 – PAID HOLIDAYS

22.01 Paid Holidays

The Employer recognizes the following as paid holidays:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Easter Monday	Remembrance Day

Good Friday	Christmas Day
Victoria Day	Boxing Day
Canada Day	Civic Holiday

Additionally, the Employer shall recognize any other public holiday mandated by the Ontario provincial government, as a statutory holiday.

Full-time Employees shall also receive a ½ day paid holiday where Dec 24th falls on a workday (Tuesday to Friday). Employees shall receive a full day paid holiday where Dec 24th and Dec 31st falls on a Monday. Recreation staff Employees will receive a ½ day paid holiday on Dec 24th in each year.

Where a paid holiday falls on a Saturday or Sunday, and it is not a scheduled working day, the next scheduled working day shall be observed in lieu.

22.02 Holiday Qualifications

To be eligible for public holiday pay, the Employee shall comply with the requirements set out in the *Employment Standards Act, 2000* as amended from time to time.

22.03 Payment for Holidays

An Employee who is required to work on any of the above-named holidays will receive pay at the applicable overtime rate in accordance with Article 18.02.

An Employee who is scheduled to work a full shift on any of the above holidays may elect to bank holiday pay, subject to Article 18.06, at the employee's regular hourly rate, to be used as a day off (lieu day), at a mutually agreeable time.

22.04 Paid Holidays During Vacation

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 full-time Employee and Supervisor.

ARTICLE 23 – LEAVES

23.01 Statutory Leaves of Absence

All Employees are eligible for leaves of absence in accordance with, and subject to, the provisions of the *Employment Standards Act, 2000*, as amended from time to time.

23.02 Pregnancy and Parental Leave

The Employer shall grant Pregnancy/Parental Leave in accordance with the *Employment Standards Act, 2000*, as amended from time to time.

If an Employee is granted a leave of absence under this clause, the Employer may replace such Employee with a temporary Employee for the duration of such leave.

23.03 Bereavement Leave

- a) In the event of death of an Employee's spouse (including same sex or common-law spouse), parent, stepparent, child or stepchild, the Employee will be entitled to leave of absence without loss of pay for up to five (5) scheduled consecutive working days.
- b) In the event of death of an Employee's sister, brother, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandparent or grandchild, the Employee will be entitled to leave of absence without loss of pay for up to three (3) scheduled consecutive working days.
- c) In the event of death of an Employee's aunt, uncle, niece, or nephew or grandparents-in-law, the Employee will be entitled to leave of absence without loss of pay for one (1) working day.
- d) One (1) working day may be reserved, upon written request for use, where the memorial service is scheduled at a later date. Such request shall not be unreasonably denied.

23.04 Jury Duty and Court Attendance

If an Employee is required as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest, the Employee will not lose regular pay or seniority because of such attendance, provided that the Employee:

- a) Notifies the Employer immediately on the Employee's notification that they will be required to attend at court;
- b) Present proof of service requiring the Employee's attendance; and
- c) Deposits with the Employer the full amount of compensation received, excluding mileage, and meal allowance, and an official receipt thereof.

23.05 Unpaid Leave of Absence

Leaves without pay may be granted by the Supervisor, for a period not in excess of three (3) days and by the Manager of Operations and Community Services not in excess of three (3) months. All leaves in excess of three (3) months must be approved by the CAO. It is understood that requests must be made in writing a minimum of forty-eight (48) hours in advance and that no unpaid leave will be granted until all vacation and/or banked time is used first. Leaves shall not be granted for the purpose of taking other employment (including self-employment).

23.06 Union Leave

Upon written notification to the Employer, up to two (2) Employees elected or appointed to represent the Union at a conference, convention, or educational seminar, and with forty-eight (48) hours' notice, shall be allowed leave of

absence, not exceeding ten (10) days in aggregate in any calendar year, provided that this shall not interfere with the efficient operation of the Employer. In such cases, the Employer shall continue to pay the employee and bill the Union for the total wages concerned. All payments shall be made to the employer within forty-five (45) days of receipt of the billing.

ARTICLE 24 – WAGES AND PREMIUMS

24.01 Pay Days

The Employer will pay salaries/wages bi-weekly in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each pay, each Employee will be provided with an itemized statement of their salary/wages overtime and other supplementary pay and deductions.

24.02 Shift Premium

A shift premium of one dollar (\$1.00) per hour will apply to all hours worked on afternoon shift as outlined in Article 17.02 (a) and (b).

24.03 Payroll Error

Any payroll error brought to the attention of the Employer shall be corrected within ten (10) working days of being notified, provided the amount of such error does not exceed the equivalent four (4) hours at regular rate. Should a payroll error result in an Employee being owed four (4) or more hours of pay at regular rate, then the Employer shall make payment within two (2) working days upon request of the Employee.

ARTICLE 25 – FEES AND ALLOWANCES

25.01 Educational, Professional and License Fees

The Employer agrees to pay all wages and costs of upgrading or courses that are required by the Employer to be taken by full-time Employees.

Where a full-time Employee is required by the Employer to maintain a certification that pertains to their position, the Employer will pay for the fees associated with that certification.

All full-time Employees must obtain written approval from their supervisor prior to signing up and/or beginning a course.

25.02 Mileage Allowance

Employees who are required by the Employer to use their own vehicles to attend training on behalf of the Employer, shall be reimbursed for the distance driven as per the current Municipal Policy. When calculating the distance where a trip begins at home, the distance charged will be the lesser of from home or office to the designated location.

25.03 Cell Phones

Employees who are on the regular standby rotation shall be reimbursed one hundred seventy-five dollars (\$175.00) annually, for utilizing their personal cell phone while in the performance of standby duties.

25.04 Equipment and Tools

The Employer will supply all tools and equipment it deems necessary for the safe and efficient performance of Employee duties. Replacement will be made by producing the worn or broken tool. Employees will promptly report a lost or stolen tool to the Employer.

25.05 Personal Protective Clothing and Equipment

The Employer will supply necessary personal protective clothing and equipment to Employees for the safe and efficient performance of their duties. Worn or damaged items shall be replaced upon presentation to their supervisor.

25.06 Safety Boot Allowance

Upon submission of a receipt acceptable to the Employer, full-time and part-time Employees shall be reimbursed up to two hundred and twenty-five dollars (\$225) per calendar year for the purchase of CSA approved safety boots.

ARTICLE 26 – EMPLOYEE BENEFITS

26.01 Disclosure of Information

The Union shall be provided with a current copy of the master policy of all insured benefits. The Employer shall provide information describing the benefit plan to all Employees.

26.02 Benefit Coverage

The Employer shall pay one hundred percent (100%) of the cost of the following benefit plans for all full time Employees and their eligible dependents as described in the Master Policy:

- a. Ontario Health Insurance Plan (EHT).
- b. Group Life Insurance: One and one half (1 ½) times the Employee's annual earnings for the most recently completed calendar year, to a maximum of \$150,000. This benefit amount reduces by 50% at age 65 and terminates at age 70 or retirement, whichever is earlier.
- c. Extended Health Care:
 - (i) Generic Drug Plan - \$5.00 deductible per prescription.

- (ii) Vision Care, up to \$300 per eligible person every two (2) calendar years for contact lenses, eyeglasses, or laser surgery. One eye exam per two (2) calendar years.
- (iii) Hearing Aids, including repairs and batteries: Up to \$500 per eligible person per five (5) calendar years.
- (iv) Paramedical Benefits: The Employer agrees to pay the premiums for the following paramedical services up to \$500.00 per eligible person per calendar year, per specialty:
 - Physiotherapist
 - Psychologist/Social Worker/Clinical Counsellor/Marriage and Family Therapist/Psychoanalyst/Psychotherapist
 - Chiropractor
 - Massage Therapist
 - Speech Therapist
 - Osteopath
 - Podiatrist/Chiropodist
 - Naturopath

Where paramedical services are payable in part by provincial plans, expenses under this benefit are payable only after the provincial plans maximum has been paid.

- (v) Orthotics: subject to recommendation by a physician or podiatrist, eligible Employees shall be entitled to the following:
 - \$150.00 per calendar year for stock item Orthopedic shoes;
 - Reasonable and customary cost for Custom Made Shoes which are required because of a medical abnormality that, based on medical evidence, cannot be accommodated in a stock-item orthopedic shoe or a modified stock-item orthopedic shoe, up to a maximum of 1 pair per calendar year (must be constructed by a certified orthopedic specialist);
 - \$400.00 per three (3) calendar years for Custom Made Orthotic Foot Appliances.

(vi) Medical and Non-Medical Travel Emergencies

- d. Dental Benefits Plan: One hundred percent (100%) for basic comprehensive services to a maximum of \$1,500 per calendar year. Major Restorative Services (dentures, bridges, crowns) are reimbursed at 50% up to a calendar year maximum of \$1,500. Eligible expenses shall be paid based on the current minus one year ODA fee guide. Termination age at the earlier of age 70 or retirement.

26.03 Changes to Benefits

The parties agree that the benefits may only be altered or amended by the mutual agreement of both parties.

26.04 Responsibility

The Employer is responsible for the administration and application of the benefit plan and any difference arising with respect thereto will be disposed of in accordance with the grievance and arbitration procedures of this agreement.

26.05 Dependent Children

Extended health and dental benefit coverage is extended to eligible dependent children up to age twenty-one (21), or age twenty-five (25) when enrolled full-time in school.

26.06 Continuation of Benefits

The Employer shall continue to pay its cost for insured benefit plans, as follows:

- i) While on paid leave of absence
- ii) While on qualifying statutory leave such as pregnancy or parental leave
- iii) While absent due to approved sick leave or short-term disability
- iv) In receipt of long-term disability benefits (2 years maximum)

The Employer will also maintain the Employee's dependents' health benefits, at the pre-death level, for a period of six (6) months, following the death of a full-time Employee, other than a retiree.

26.07 Long Term Disability

The Employer shall provide a Long-Term Disability (LTD) plan for all full-time Employees covered by this agreement as described in the master policy. The Plan provides a benefit of 66.7% of monthly basic earnings to a maximum of \$5,000. Benefits are payable following the 120-day qualifying period, and terminates at age 65 or retirement, whichever is earlier

26.08 Retiree Benefits

An Employee who retires with thirty (30) or more years of service to the Municipality of West Elgin may choose to purchase Health and Dental coverage from the municipal health plan provider, at 50% Employee cost and 50% Employer cost up to the age of 65 and subject to the provisions of the group benefit plan.

26.09 In Lieu of Benefits for Part-Time Employees

In lieu of coverage for Health care benefits as outlined in Article 27, an in-lieu allowance for part-time Employees shall be added to wages for hours worked in the amount of eight percent (8%). Part-time Employees participating in OMERS shall have such allowance reduced to four percent (4%).

ARTICLE 27 – TERM OF AGREEMENT

27.01 The term of this Agreement will be from the date of certification (March 17, 2022) to December 31, 2023.

27.02 Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

Signed at West Lorne, ON on this day of June 22, 2023
(FOR THE EMPLOYER)

FOR THE UNION

FOR THE EMPLOYER

Matt Adams
Grant Johnson

R. Kourbanos
C. Boduro
Lee Hosnell

SCHEDULE "A" – CLASSIFICATIONS AND WAGES

Effective March 17, 2022 – 4.0%

CLASSIFICATION	Step 1	Step 2	Step 3	Step 4
Facility Operator Public Works Department Operator Utilities Operator	\$23.37	\$24.74	\$26.11	\$27.49
Landfill Attendant	\$20.29	\$21.49	\$22.68	\$23.88
Seasonal Operator - Winter Control	\$23.37	\$24.74	\$26.11	\$27.49
Winter Patrol - Weekend Rate	\$100.00			

Effective January 1, 2023 – 3.5%

CLASSIFICATION	Step 1	Step 2	Step 3	Step 4
Facility Operator Public Works Department Operator Utilities Operator	\$24.18	\$25.61	\$27.03	\$28.45
Landfill Attendant	\$21.00	\$22.24	\$23.48	\$24.71
Seasonal Operator - Winter Control	\$24.18	\$25.61	\$27.03	\$28.45
Winter Patrol - Weekend Rate	\$100.00			

An Employee assigned by the Employer to be in charge of a crew, shall be paid 10% above the rate of pay in the classification to which they are responsible.

An Employee shall progress to the next step in the pay scale following successful completion of a probationary period as outlined in Article 10. An Employee shall progress through the steps in the pay scale on an annual basis thereafter, subject to satisfactory performance.