

COLLECTIVE AGREEMENT

Between

**THE CORPORATION OF THE TOWNSHIP OF SCUGOG
(hereinafter called the “Township”)**

And

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
And its Local 1785-01
(hereinafter called the “Union”)**

Term: April 1, 2023 - March 31, 2027

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ARTICLE 1 - PURPOSE

1.01 The purpose of this agreement is to establish and maintain harmonious collective bargaining relations between the Township and its employees in the interest of efficient administration of the Township affairs and to provide for the prompt and equitable disposition of grievances, and to establish and maintain mutually satisfactory working conditions, hours and wages for all employees who are subject to the provisions of this agreement and to promote the **well-being** and security of all employees in the bargaining unit of the Union.

ARTICLE 2 - MANAGEMENT FUNCTIONS

2.01 The Union recognizes that it is the function of the Township to:

- 1) Maintain order, discipline and efficiency, and in connection therewith to make, alter and enforce from time to time regulations and practices to be observed by its employees;
- 2) Operate and manage its business in all aspects in accordance with its responsibilities and the powers and functions conferred upon the Township by statute and/or by-laws of the Township;
- 3) Direct the working forces, including the right to select, hire, discipline, discharge, transfer, assign to shifts, promote, demote, classify, layoff, recall, suspend, and determine location of work;
- 4) Plan, direct and control the operations of the Township and without restricting the generality of the foregoing, to introduce new methods, facilities and equipment, to determine the number of employees to be employed, the work schedules and the location of all facilities and equipment.

2.02 The Township agrees that these functions shall be exercised in a manner consistent with the general purpose and intent of this agreement and no employee shall be disciplined or discharged without just cause.

ARTICLE 3 - RECOGNITION

3.01 The Township recognizes the Canadian Union of Public Employees and its Local 1785 as the sole and exclusive bargaining agent for all its employees except students and positions as included in Appendix "D".

ARTICLE 4 - CHECK-OFF OF UNION DUES

- 4.01 All employees as provided for in Article 3 shall be subject to monthly Union dues assessed by the Union on its members according to its constitution. Such dues shall be deducted by the Township each pay period and shall be remitted by the fifteenth day of the following month to the Treasurer of the Union, with a list of the names of employees from whom such deductions have been made. This list will also include the names of all appointments, hirings, layoffs, transfers, recalls and terminations of employment within the bargaining unit. The Township shall be notified in writing at least sixty (60) calendar days prior to any required change in the Union dues assessment.
- 4.02 The Union shall be responsible for keeping the Township informed as to the name and address of the Treasurer.
- 4.03 The Union agrees to indemnify the Township and save it harmless from any grievance, claim or liability arising from or related to the operation of this Article.
- 4.04 The amount of the Union dues deducted shall be shown on each employee's Income Tax (T-4) slip.
- 4.05 A representative of the Union shall be given the opportunity to meet with new employees in the first week of employment for a maximum period of thirty (30) minutes.

ARTICLE 5 - DISCRIMINATION

- 5.01 The parties agree that there shall be no discrimination within the meaning of the Ontario Human Rights Code against any employee by the Union or the Employer. The parties further agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or their representatives or members, because of an employee's membership or non-membership in the Union or activity or non-activity in the Union.

ARTICLE 6 - NO STRIKE OR LOCKOUT -

- 6.01 In view of the 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 shall be no strike, picketing, slowdown or stoppage of work either complete or partial, or any interference with the operation of the Township by any employee, and the Township agrees that there shall be no lockout.

ARTICLE 7- REPRESENTATION

- 7.01 The Township agrees to recognize the following Union representation:
- a) A Union Bargaining Committee of not more than four (4) employees, whose function shall be to deal with matters (other than grievances) arising from or pertaining to the collective agreement notwithstanding L1785 President.
 - b) A Grievance Committee of not more than three (3) representatives and the grievor.

- c) No individual employee or group of employees shall undertake to represent the Union at meetings with the Township without proper authorization of the Union.

In order that this may be carried out, the Union will supply the Township with the names of its officers. Similarly, the Township will, if requested, supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

- 7.02 The Union shall have the right to appoint Stewards to assist employees in the preparation of grievances, according to the grievance procedure. The number of stewards shall be as set out in Schedule "1" per agreement of the parties, attached to and forming part of this agreement.
- 7.03 It is agreed that members of the Union committees per paragraph 7.01 and the stewards per paragraph 7.02 shall be regular full-time employees.
- 7.04 Employees shall have the right to have the assistance of a representative from the National Office of the Canadian Union of Public Employees, who may on permission of the CAO have access to the Township premises to assist in the settlement of any dispute arising from the provisions of this agreement.
- 7.05 The Union acknowledges that the committee members and stewards must continue to perform their regular duties on behalf of the Township and that such persons shall not leave their duties for Union business without first obtaining the written permission of **their** Immediate Supervisor (or **their** designate), where practical, and such permission shall not be unreasonably withheld. On the completion of the Union business, if time permits, the member or steward shall report back to the Immediate Supervisor or **their** designate or to any job to which the employee was previously directed, and give any reasonable explanation which may be requested with respect to **their** absence. This does not preclude the employee from going to the Department Head.
- 7.06 In accordance with this understanding, such employees will be compensated by the Township to the extent of their straight time pay for such time spent in dealing with matters arising out of this agreement, up to but not including matters arising from any arbitration proceedings or matters before any official third party.
- 7.07 The Union will conduct its business outside regular working hours to the extent possible and the Township reserves the right to withhold payment if the Union members do not conform with the accepted practice in dealing with matters arising out of this agreement, or abnormal amount of time is consumed in dealing with such matters.
- 7.08 Where discipline or discharge action is contemplated the union will be given prior notice.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 A grievance shall be defined as 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. The parties agree that it is of the utmost importance to address and resolve grievances as quickly as possible; hence, the grievance procedure facilitates timely dispute resolution. All grievances shall be submitted and answered in writing and shall state the article(s) and clause(s) in dispute, the nature of the grievance and the remedy sought.

Step No. 1

An employee having a grievance shall present it to the steward in writing. If the Union steward considers the grievance to be justified, they shall jointly take the matter up within seven (7) working days of the event giving rise to the grievance with the Immediate Supervisor, who shall have seven (7) working days in which to render a decision. Failing a satisfactory settlement, the second step of the grievance procedure shall be invoked within seven (7) working days of the receipt of the Immediate Supervisor's decision.

Step No. 2

The grievance shall be submitted to the Department Head or **their** designate, who shall render a decision within seven (7) working days. The grievor may be represented at this step by the Grievance Committee. Failing a satisfactory settlement, the third step of the grievance procedure shall be invoked within seven (7) working days of the Department Head's answer at Step No. 2.

Step. No. 3

The grievance shall be submitted to the CAO who will meet with the grievance committee within fifteen (15) working days of the date of request for such meeting. The decision of the CAO shall be given within fifteen (15) working days from the date of such meeting. If the parties at this step are unable to reach a satisfactory settlement, then the matter shall be taken to arbitration within fifteen (15) working days, as defined in the Ontario Labour Relations Act.

8.02 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, Step 1 of this article may be by-passed.

8.03 The "days" referred to in this article are normal working days excluding Saturdays, Sundays and designated holidays.

8.04 The arbitration board shall not make any finding or decision inconsistent with the provisions of this agreement, nor shall it have the power to add to, alter or modify, amend or delete any part of this agreement, nor deal with matters not covered by this agreement.

- 8.05 Any grievance not processed in accordance with the time limits contained in this Article shall be deemed to be withdrawn, unless the time limits are waived by mutual consent. A written request for valid reasons by either party for an extension to the time limits in this grievance procedure submitted prior to the time limit at the applicable step of the grievance procedure shall not be unreasonably denied.
- 8.06 Supplementary agreements, if any, shall where so designated, form part of this agreement and are subject to the grievance and arbitration procedure.
- 8.07 Should the parties disagree as to the meaning of the decision either party may apply to the Chairman of the Board of Arbitration to reconvene the Board to clarify the decision.
- 8.08 It is understood that the Township may bring forward at any meeting held with the Union Bargaining Committee any complaint with respect to the conduct of the Union and that if such complaint by the Township is not settled to the mutual satisfaction of the conferring parties, it may be treated as a grievance and referred to arbitration.
- 8.09 Whenever the Township deems it necessary to issue a written warning, suspend or discharge an employee, the Township shall forward a copy of the disciplinary letter to the Secretary of the Union, within seven (7) calendar days thereafter.
- 8.10 When an employee is discharged or suspended, **they** shall be given the reason in the presence of a steward.
- 8.11 An employee who claims **they have** been unjustly discharged may institute an appeal at Step 2 of the grievance procedure, within seven (7) working days of the effective date of discharge.
- 8.12 Should it be found during the grievance procedure that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in **their** former position, without loss of seniority, and shall be compensated for all time lost in an amount equal to **their** normal earnings during the pay period next proceeding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties.
- 8.13 A record of discipline or any other adverse report shall be removed from an employee's file twenty-four (24) months after issuance providing the employee has been discipline free for that period.

ARTICLE 9 - SENIORITY

- 9.01 Seniority is defined as the length of service with the Township or any previous employer amalgamated with the Township since the most recent date of hire, and shall be a factor in determining promotions, transfers, demotions, layoffs and recalls. Seniority shall operate on a bargaining unit wide basis except as otherwise provided for in this agreement.

- 9.02 An employee shall serve a probationary period of six (6) continuous calendar months of time worked from the date of hire. The probationary service period of an employee may be extended for a further period of three (3) months by the Township after consultation with the Union. The conditions of employment with respect to the probationary employee shall be as set out in Article 28 - Employee Definitions, paragraph 28.02.
- 9.03 An employee who satisfactorily completes the probationary employment shall be placed on the seniority list and will be credited with seniority at a date of up to six (6) months-as the case may be.
- 9.04 The Township shall maintain a seniority list showing the date upon which each employee's service commenced. An up to date seniority list shall be sent to the Union and posted on all bulletin boards **June 1st** of each year.
- 9.05 Seniority shall be lost and employment terminated where an employee:
- i) Voluntarily resigns;
 - ii) is laid off and is not recalled to active employment within eighteen (18) calendar months, or one-half ($\frac{1}{2}$) of the employee's seniority at the time of the layoff, whichever is the lesser;
 - iii) fails to confirm **their** intention to return to work within four (4) working days after notice to return to work has been sent to **them** by registered mail to the last address on the Township's records, or fails to return to work within seven (7) working days from the date of such registered notice, unless a reason satisfactory to the Township is provided;
 - iv) is absent from work in excess of three (3) working days without sufficient cause or without notifying **their** immediate supervisor;
 - v) overstays an approved leave of absence and fails to obtain written extension from the Township;
 - vi) is discharged for cause and is not reinstated by the grievance procedure;
 - vii) is absent due to disability for a period of more than two (2) years, provided this is not contrary to the Human Rights Code of Canada.
- 9.06 Where an employee is transferred or promoted to a position not subject to the terms of this agreement, **they** shall retain the seniority accrued to the date of the transfer or promotion from the bargaining unit. If the employee is placed back into a position covered by the terms of this agreement, **their** aforementioned seniority shall be credited to **them**.
- 9.07 Except for the provision of Article 27.02, - implemented April 2022, seniority shall have preference on Job Assignment in each Depot. **Union and management representative shall provide training on the application of this article within the scope of equitable and fair distribution of work.**

ARTICLE 10 - LAYOFF & RECALL

- 10.01 In the event of a reduction in the work force, layoff shall commence with the employee with the least amount of total seniority within the bargaining unit, provided the employees who remain are capable of performing the work which is available. No employee shall be denied the opportunity to demonstrate that they are capable of performing the work.
- 10.02 Ability and qualifications being sufficient any employee so laid off shall be permitted to use **their** total seniority to displace the employee with the least seniority in the same job classification.
- 10.03 Ability and qualifications being sufficient, any employee displaced as a result of layoff in paragraph 10.02 above, may use **their** total seniority to displace the employee with the least seniority in a lower job classification.
- 10.04 An employee who elects to use **their** seniority, as in paragraph 10.03 above shall receive the rate of pay for the position which **they** secures.
- 10.05 In the event of recall, positions will be filled in the reverse manner to the layoff providing ability and qualifications are sufficient.
- 10.06 Notice of layoff shall be given to regular employees thirty (30) calendar days in advance of layoff.
- 10.07 No employees shall be hired while regular employees are on lay-off, provided the employees on lay-off are qualified to fill the position.

ARTICLE 11 - BULLETIN BOARDS

- 11.01 The Township will provide bulletin boards in areas mutually agreed upon for the purpose of posting notices regarding meetings and other matters restricted to Union activity. Before posting, such notices must be signed by an officer of the Local Union.

ARTICLE 12 - JOB POSTINGS & PROCEDURES

- 12.01 When a regular vacancy occurs or a new regular position is created which is subject to the provisions of this agreement, the Township shall post the position on Bulletin Boards accessible to employees for a period of five (5) working days so that employees may have the opportunity to make written application for the position. No outside application shall be considered until internal applicants for the position have been considered. The Secretary of the Union shall receive a copy of all job postings.
- 12.02 Temporary vacancies such as those caused by an employee's absence due to leave of absence, illness, accident, vacations, temporary transfers and temporary jobs caused by peak-load conditions, shall not be posted and it is agreed that any such vacancies may be filled by temporary employees.
- Positions arising from temporary vacancies expected to last in excess of thirty (30) calendar days should be offered to qualified employees on the basis of seniority before being filled by temporary employees. Only the original vacancy shall be required to be filled in this manner.

This provision shall not be construed to inhibit the customary use of students in student work programs, but such programs shall not jeopardize the continued employment of employees who are subject to the terms of this agreement.

- 12.03 In cases of promotion and/or staff transfer, appointment shall be made of the senior applicant able to meet the specified requirements of the job.
- 12.04 The name of the successful applicant will be posted on the bulletin boards.
- 12.05 Where practical, the Township agrees to provide training opportunities for vacancies or potential vacancies to allow employees who are interested to learn skills from different work areas within the Township, subject to a trial period of sixty (60) days, which can be extended upon mutual agreement.
- 12.06 The Employer agrees to draw up job descriptions for any new positions for which the Union is bargaining agent. These descriptions shall be presented and discussed with the Union and shall become the recognized job descriptions unless the Union presents written objection within thirty (30) days. If such objection cannot be resolved the issue may be subject to grievance and arbitration.

ARTICLE 13 - HOURS OF WORK

13.01 (a) Outside - Day Shift

The normal hours of work for employees shall be forty (40) hours per week consisting of five (5) shifts of eight (8) hours Monday through Friday inclusive between 7:00 a.m. and 3:30 p.m. with one half (½) hour unpaid lunch in each shift. In addition, any employee starting work before 4:00 a.m. shall receive a thirty (30) minute meal break in addition to their fifteen (15) minute break before their scheduled lunch break.

(b) Outside - Night Shift

The normal hours of work for employees between November 15 and April 15 (plus/minus fifteen (15) days dependent upon weather conditions) shall be forty (40) hours per week, consisting of five (5) shifts of eight (8) hours Sunday through Friday inclusive between 6:00 pm and 2:30 am. with one half (½) hour unpaid lunch in each shift. Night Shift employees will not receive a thirty (30) minute meal break in addition to their fifteen (15) minute break before their scheduled lunch break.

Night shift employees will be entitled to shift premium as per Appendix A.

The parties agree each Day Shift and Night Shift job vacancy shall be posted as under Article 12. The parties also agree regular full time Day Shift employees hired prior to April 1, 2011 shall not be transferred to the Night Shift unless agreed to by both parties.

Outside night shift employees shall be eligible for overtime work on Friday and Saturday nights to meet regulatory and compliance issues and to ensure public and employee safety concerns.

(c) (i) Inside

The normal hours of work for employees shall be thirty-five (35) hours per week consisting of five (5) shifts of seven (7) consecutive hours between Monday through Friday 8:00 a.m. and 5:00 p.m. exclusive of a one (1) hour unpaid lunch. The hours of work may be scheduled from time to time to accommodate operational requirements, provided that the alternate scheduling does not exceed **four (4)** evening shifts between 1:00 p.m. and 9:00 p.m. per month, and provided that sufficient notice of three (3) weeks is given. **It is understood that alternate scheduling shall be on a voluntary basis. Employees may accept or decline a request of alternate scheduling.**

(ii) Inside - By-Law Officer ii

The normal hours of work for this position shall be thirty-five (35) hours per week consisting of five (5) shifts of seven (7) consecutive hours between Monday through Friday 8:00 a.m. and 5:00 p.m. exclusive of a one (1) hour unpaid lunch. The hours of work may be scheduled to accommodate operational requirements up to but not exceeding seven (7) weekends per year provided that sufficient notice of three (3) weeks is given. Where practical the Township will provide a list by January 31 detailing the required weekend schedule for the year. Where sufficient notice is provided the hours of work for that week shall be thirty-five (35) hours per week consisting of seven (7) consecutive hours from Tuesday through Saturday or Wednesday through Sunday between 8:00 a.m. and 5:00 p.m. exclusive of a one (1) hour unpaid lunch. Employees will not be required to work more than two (2) consecutive weekends except by mutual consent. Days off shall be two (2) consecutive days unless mutually agreed upon. It is understood that this scheduling will not preclude the employee(s) from a reasonable amount of approved vacation, personal day(s) and time off in lieu of overtime.

(d) Scugog Community Recreation Centre and Blackstock Recreation Centre

- (1) The normal hours of work for employees shall be eighty (80) hours in a two (2) week period. No shift shall exceed ten (10) hours per day including a half (1/2) hour paid lunch.
- (2) Shift schedule shall be posted three (3) weeks in advance and shall not be changed except by mutual consent.
- (3) No employee shall work more than six (6) consecutive days without a day off.
- (4) Days off shall be two (2) consecutive days unless mutually agreed.
- (5) Employees shall receive one (1) weekend off in three (3).

(e) Scugog Shores Museum, Heritage Centre, and Recreation Coordinator and Recreation Programmer

- (1) The normal hours of work for employees shall be thirty-five (35) hours per week or seventy (70) hours in a two (2) week period. Shifts will include a one (1) hour unpaid lunch.
- (2) Shift schedule shall be posted two (2) weeks in advance and shall not be changed except by mutual consent.
- (3) No employee shall work more than six (6) consecutive days without a day off.
- (4) Hours of work may be scheduled from time to time to accommodate operational requirements, provided that sufficient notice is given and accommodation is made for employees who may experience hardship as a result of such alternate scheduling.
- (5) Days off shall be two (2) consecutive days unless mutually agreed.
- (6) Employees shall receive one (1) weekend off in three (3).

13.02 All employees shall be permitted a rest period of fifteen (15) minutes in the first half of each shift and in the second half of each shift.

ARTICLE 14 - OVERTIME

- 14.01 All time worked beyond the normal hours of work shall be considered as overtime. All overtime must be authorized by the supervisor in advance.
- 14.02 Employees shall not be required to layoff during regular hours to equalize any overtime worked.
- 14.03 Overtime shall be paid at the rate of time and one-half (1½) the straight time for all hours worked in excess of normal hours except for designated holidays and Sundays which shall be paid at the rate of double time. Employees shall be allowed to take time off at the appropriate overtime rate if they so desire. The scheduling of time off in lieu of overtime pay shall be subject to the approval of the employee's supervisor. It is understood that **the accumulation of lieu time will not exceed seventy (70) hours for individuals working thirty- five (35) hours per week and eighty (80) hours for individuals working forty (40) hours per week of time off in lieu of overtime per year. Any such lieu time which has not been used or scheduled to be used by the end of a calendar year shall be paid out to the Employee.**
- 14.04 Whenever possible, overtime and call back time will be distributed equitably among those employees who normally perform the work. It is understood that when regular employees are available they shall be called prior to temporary or casual. The Employer shall post every two (2) months the overtime worked by each employee for the year to date.
- 14.05 Under no circumstances shall pyramiding of overtime pay and premium be allowed.

- 14.06 Overtime opportunities will be distributed in a fair, equitable and consistent manner. An overtime pin system will be in place with a depot overtime roster posted in the depot. The roster will list the bargaining unit employees in order of seniority (highest to lowest), sorted by classifications (operators and labourers). Overtime opportunities will be offered in sequential order and will commence at the next person from the last employee that was offered the overtime hours. The Manager will not return to the beginning of the list nor go back to any employee who was not available for overtime until reaching the last employee on the Depot Overtime Roster. After reaching the bottom of the list, the Manager will move to the top and begin again with the most senior employee on the list.
- 14.07 Attendance at regularly scheduled Council, Committee or Staff meetings etc. outside of the normal hours of work does not qualify for a three (3) hour minimum but will be paid at **time and one-half (1 ½)** times the straight rate for actual hours worked.
- 14.08 Upon mutual agreement with the manager, staff may request to flex their time in order to accommodate appointments. For example, an employee who wishes to leave one-half (½) hour early, may work one-half (½) hour later or earlier on a subsequent day. This time will not qualify for time and a half.

ARTICLE 15 - STANDBY AND CALL BACK

- 15.01 A minimum of three (3) hours pay at one and one-half (1½) times the straight time rate will be paid to an employee who is called back to work after having left the premises on completion of his or her regular shift.
- 15.02 Additional or successive call backs commencing and concluding within the three (3) hour period shall be regarded as part of the original call back.
- 15.03 Continuous extension of a call back beyond the three (3) hour period shall be paid for at overtime rate for the actual hours worked, up to the commencement of the employee's regularly scheduled shift, at which point the employee's straight time rate will prevail.
- 15.04 An employee who receives and responds to telephone inquiries after the completion of his shift, will receive one (1) hour's pay at the applicable overtime rate. Additional or successive telephone inquiries commencing and concluding within the one (1) hour period shall be regarded as part of the original telephone inquiry. Should a telephone inquiry last longer than the one (1) hour period, the employee shall be paid the applicable overtime rate for the actual hours worked.

ARTICLE 16 - WORKING CONDITIONS

- 16.01 The parties agree to co-operate to the fullest extent in the prevention of accidents, and with such promotion of safety and health as is deemed necessary. It is recognized that all employees have a prime responsibility to observe safe working methods and conduct.

- 16.02 (a) Protective clothing and equipment including raincoats, shall be provided to employees on agreement between the Union and the Department Head or **their** designate but such clothing and equipment shall remain the property of the Township and shall be clearly marked to show that it is Township property.
- (b) The Employer shall supply the By-Law Officers with uniforms.
- (c) Building Inspectors, Engineering Technologists, **Public Works Associate** and Planners may order clothing items, from a list provided by the Township to a maximum value of **one-hundred dollars (\$100)** per year (including non-rebateable HST), **effective date of ratification. Should the employee leave the organization within two (2) months of purchasing clothing, the employee shall return the clothing.**
- (d) The Township will provide one insulated jacket and bib overall to each regular full-time Public Works and Parks outside employee as necessary.
- (e) The Township will provide one insulated jacket to the Building Inspectors, Engineering Technician and Arena Lead Hand and Attendants as necessary.
- (f) Once annually, all regular full-time outside staff in the Public Works and Park Department may order items from a list provided by the Township to a maximum value of, **two hundred and ten dollars (\$210), effective date of ratification. Should the employee leave the Township within two (2) months of purchasing clothing, the employee shall return the clothing.**

NOTE: Employees shall be reimbursed upon presentation of a receipt and visual inspection of appropriate clothing. The current practice, where it exists, of providing clothing to all other employees shall be maintained.

- (g) Shirt colours for each work area shall be as follows: Works: Blue or Safety Orange
Parks: Red, **Grey, Blue, or Black**
Arena: Grey, Blue or Black
Building Inspectors: Blue or White

16.03 All employees of the outside unit, Scugog Community Recreation Centre employees, Blackstock Recreation Centre employees, the By-Law Officers and Building Inspectors and the Engineering Technicians must supply and wear C.S.A. approved safety footwear with a green patch (of a type selected by the employee) as may be required by provincial legislation. Upon proof of receipt regular employees will be allotted up to **two hundred and seventy-five dollars (\$275)** per year for **one (1) pair of safety footwear. Should an employee leave the Township within two (2) months of purchasing boots, the Township shall recover the cost.**

16.04 Employees will be supplied with required tools and equipment to perform their duties, as determined by the Immediate Supervisor or **their** designate. Such tools shall remain the property of the Township, and shall be properly marked to show Township ownership.

- 16.05 In inclement weather, the Township will, to the extent possible, consistent with efficient operations, schedule work in a manner that will provide employees with maximum protection against the weather.

ARTICLE 17- LEAVE OF ABSENCE

- 17.01 The Township may grant **an unpaid** leave of absence for personal reasons, **for up to eighteen (18) consecutive months** without loss of occupational classification, to any employee requesting such leave. **Seniority will only accrue for the first three (3) months. No seniority will accrue for fifteen (15) months thereafter.** Such request shall be in writing and each case to be dealt with on its merit. All leaves of absence shall be requested in writing not less than two (2) weeks in advance of required leave, where practical.
- 17.02 Leave of absence without pay or loss of seniority for attendance at Union conferences, seminars, and conventions will be granted to not more than two (2) employees at any one time for a period not to exceed twenty-five (25) work days cumulative in any one (1) year, and not more than one employee from a section at a time where it would disrupt the operation of a section. The Employer will pay the Employee in the normal course and then bill the Union. The Employer shall bill the Union for all regular wages and statutory and regular deductions for both full and part-time employees.
- 17.03 An employee may only accumulate seniority during the first three (3) months of a granted leave of absence.
- 17.04 An employee shall be granted time off for bereavement leave upon approval of the Department Head or **their** designate, without loss of pay according to the schedule below, following the date of death for attendance at, or arranging for the funeral, of:
- i) An employee's spouse, common law spouse, **child**, step-child or grandchild - up to eight (8) working days;
 - ii) An employee's **parent**, step-parent, **parent-in-law**, **sibling**, **step-sibling** - up to five (5) working days;
 - iii) An employee's **grand-parent**, **grandparent-in-law**, **child-in-law**, **sibling-in-law** - up to two (2) working days;
 - iv) An employee's Aunt or Uncle one (1) working day;
 - v) An additional two (2) days travelling time without pay may be granted by the Department Head or **their** designate to permit the employee to attend a funeral in the family that is to be held at a distant point.
 - vi) Where tradition dictates or delayed services occur (interment or memorial) the amounts in paragraphs (i), (ii) or (iii) may be used over two (2) separate occasions within **twelve (12)** months of the date of loss.
- 17.05 Upon written request accompanied by a physician's statement submitted by a regular full-time employee with a minimum of thirteen (13) week's service before due date, the Township agrees to grant maternity/paternity leave of absence in accordance with applicable legislation.

- 17.06 The employee is to provide the Township with at least two (2) weeks' notice of the date of **their** return from maternity/paternity leave of absence.
- 17.07 Extension of extended health benefits included in Article 21 is available to employees who are on approved leaves of absence, provided the required contribution of one hundred per cent (100%) is paid monthly by the employee in advance of the beginning of every month.
- 17.08 Employees required to act as jurors or crown witnesses shall be granted a leave of absence with pay and without loss of seniority or benefits for this purpose. The Township shall pay the employee **their** full basic wage or salary for the period of such service, provided that the employee shall forfeit to the Township the full amount of compensation received for said services, excluding payment for travelling and meals, and provided the employee presents official proof of both service and payment thereof.
- 17.09 Employees shall be granted **three (3)** personal days with pay annually to use for dependent illnesses, appointments etc.
- 17.10 When the Township receives a request from the family of a deceased employee or retired employee, up to six (6) employees will be granted up to four (4) hours off with pay to act as pallbearers.

ARTICLE 18- DESIGNATED HOLIDAYS

- 18.01 (a) Each employee shall be entitled to the following paid holidays:

| | |
|----------------|-------------------------------------|
| New Year's Day | Truth and Reconciliation Day |
| Family Day | Thanksgiving Day |
| Good Friday | Remembrance Day |
| Easter Monday | Half-day at Christmas Eve |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |
| Civic Holiday | Half-day at New Year's Eve |
| Labour Day | |

and any national or provincial holidays declared by the Federal Government or the Government of Ontario.

- (b) The Employer agrees to a Christmas shutdown for the inside employees within the Municipal Office (181 Perry Street), from Christmas Eve until January 2nd. Employees shall be permitted to take lieu or vacation time in order to keep their pay whole. Employees must first use any accumulated overtime before being permitted to bank flex time for the Christmas closure. In the event that an employee does not have banked overtime, **they** shall be permitted by the supervisor to bank flex time to cover the Christmas closure.

- 18.02 To be eligible for holiday pay, an employee must work **their** full scheduled shift immediately preceding and **their** full scheduled shift immediately following the holiday. Payment for the holiday shall be one (1) day's pay at the employee's straight time. **Eligibility for public holiday pay will be calculated according to the *Employment Standards Act*.**
- 18.03 Where absence on either or both of the qualifying working shifts in paragraph 18.02 is either with the written permission of the Department Head or **their** designate or is due to illness attested to by a physician's certificate, payment will be made.
- 18.04 Outside and Inside Employees
- When any of the above holidays fall on a Saturday or Sunday, the Friday preceding or the Monday following any holiday shall be designated by the Township as the day of observance of such holiday, and it is agreed that any premium payable for working on a designated holiday shall not apply to such Saturday or Sunday.
- 18.05 Scugog Community Recreation Centre and Blackstock Recreation Centre
- The holidays which fall during the operation of the Scugog Community Recreation Centre winter season shall be on the actual day on which they fall, other holidays shall be as in 18.04.
- 18.06 If an employee is scheduled to work on any of the Paid Holidays they shall receive double time for all hours worked plus a day's pay for the Paid Holiday or a day off in lieu of a day's pay.

ARTICLE 19 -VACATIONS WITH PAY

- 19.01 All regular employees will receive vacation with pay in accordance with the following schedule:
- a) Less than one (1) year of service, **one and a quarter (1.25) days** per month of service to a maximum of **fifteen** working days;
 - b) **Upon completion of one (1) year of service, but less than five (5) years of service, fifteen (15) days;**
 - c) **Upon completion of five (5) years of service, but less than six (6) years of service, sixteen (16) days;**
 - d) Upon completion of six (6) years of service, but less than seven (7) years of service, seventeen (17) days;
 - e) Upon completion of seven (7) years of service, but less than eight (8) years of service, eighteen (18) days;
 - f) Upon completion of eight (8) years of service, but less than nine (9) years of service, nineteen (19) days;
 - g) Upon completion of nine (9) years of service, but less than ten (10) years of service, twenty (20) days;
 - h) Upon completion of ten (10) years of service, but less than eleven (11) years of service, twenty-one (21) days;

- i) Upon completion of eleven (11) years of service, but less than twelve (12) years of service, twenty-two (22) days;
- j) Upon completion of twelve (12) years of service, but less than thirteen (13) years of service, **twenty-three (23) days;**
- k) Upon completion of thirteen (13) years of service, but less than fourteen (14) years of service, **twenty-four (24) days;**
- l) Upon completion of fourteen (14) years of service, but less than fifteen (15) years of service, **twenty-five (25) days;**
- m) Upon completion of fifteen (15) years of service, but less than seventeen (17) years of service, **twenty-six (26) days;**
- n) Upon completion of seventeen (17) years of service, but less than nineteen (19) years of service, twenty-seven (27) days;
- o) Upon completion of nineteen (19) years of service, but less than twenty- one (21) years of service, twenty-eight (28) days;
- p) Upon completion of twenty-one (21) years of service, but less than twenty-three (23) years of service, twenty-nine (29) days;
- q) Upon completion of twenty-three (23) years of service or more, thirty (30) days.

***Retroactive calculated based on Article 19.02.**

It is understood that an additional day of vacation shall be seven (7) hours for employees working thirty-five (35) hours per week, or seventy (70) hours in a pay period, and eight (8) hours for employees working forty (40) hours per week, or eighty (80) hours in a pay period.

19.02 All regular employees shall be entitled to vacation with pay in accordance with credited service. Vacations shall be taken in the calendar year based on the employee's vacation entitlement as computed to May 31st of that same calendar year.

An employee shall become entitled to increased vacation entitlement as of January 1st.

19.03 Vacation shall not carry over from year to year except by permission of the CAO or **their** designate, and an employee entitled to annual vacation must take time off and under no circumstances shall be allowed to receive vacation pay and continue working.

19.04 If a paid designated holiday falls during an employee's vacation, **they** shall be granted an additional day's vacation at a time mutually agreed to between the employee and the Department Head or **their** designate.

19.05 An employee who is on a leave of absence without pay in excess of three (3) calendar months, shall receive a vacation with pay pro-rated to time worked.

19.06 All vacations must be arranged with approval of the employee's supervisor.

ARTICLE 20 - SICK LEAVE

- 20.01 Any abuse of these provisions may be considered cause for disciplinary action.
- 20.02 All regular employees shall be covered by a short term and long term disability plan as defined in Appendix "B" attached hereto and forming part of this collective agreement.
- 20.03 Employees absent from work in excess of three (3) consecutive working days due to medical reasons must submit a medical physician's certificate to substantiate the absence within five (5) working days, where practical, and may, at the discretion of the Department Head or **their** designate, on consultation with the Union, be required to produce a physician's statement to substantiate any shorter period of absence due to medical reasons.
- 20.04 Should an employee who is pregnant and was employed thirteen (13) weeks before expected due date be required to take leave due to medical reasons as certified by a medical practitioner, the said employee shall be entitled to use the short term and long term benefit plans as outlined in Appendix "B".
- 20.05 No wage payments shall be made to an employee claiming compensation beyond the limit of **their** credit on sick leave, unless or until an award has been made by the Workers' Safety & Insurance Board.
- 20.06 Any employee absent due to medical reasons must phone, **email, or text** to their immediate supervisor prior to the start of the employee's shift.
- 20.07 The Township reserves the right to require employees to undergo medical examinations by a physician designated by the Township and paid for by the Township as considered necessary by the Department Head or **their** designate. In the event that the employee disagrees with the findings of the Township's physician, the employee shall have the subsequent right to present to the Township a medical statement from **their** own physician which shall be accepted by the Township.
- 20.08 Return to Work from Worker's Safety & Insurance Board
The Employer agrees that every employee who suffers injury by accident arising out of and in the course of employment (within the meaning of the Worker's Safety & Insurance Board Act) shall be reinstated in the position **they** held on the date of injury or provided with alternate employment of a nature and at earnings comparable to the employee's employment on that date.
- 20.09 Where the employer requests that an employee produce a medical certificate as provided for in this Agreement, the employer shall pay the full cost of such certificate provided an official receipt is submitted in a timely manner.

ARTICLE 21 - BENEFITS

- 21.01 The parties hereby agree that the Township will provide the following employee benefit program with premiums payable by the Township except as noted to all full-time regular employees:
- a) Life Insurance -twice annual salary, premium cost to be paid one hundred percent (100%) by the Employer.
 - b) Major Medical Insurance - no deductible, except prescription drug reimbursement shall be limited by a maximum dispensing fee of **twelve dollars (\$12.00)** per prescription. Employer to pay one hundred percent (100%) of the billed premium. The parties will use generic drugs unless specifically directed by prescribing doctor.
 - c) Ontario Health Coverage
 - d) Long Term Disability - employer to pay one hundred percent (100%) of the billed premium. Waiting period of seventeen (17) weeks. Seventy-five percent (75%) of salary to a monthly maximum of **five thousand five hundred dollars (\$5,500.00), effective the date of ratification.**
 - e) Dental Plan - basic: no co-insurance including **endodontic** - premiums to be paid one hundred percent (100%) by the employer.
 - Dental check-ups will be every nine (9) months.
 - Orthodontic services, subject to fifty percent (50%) coinsurance with a lifetime maximum benefit of **three thousand five hundred dollars (\$3,500.00)** per insured ~~person~~**(child), effective date of ratification.**
 - Major restorative (add crowns, caps) with a maximum benefit of one thousand five hundred dollars (\$1,500.00) per year per insured person. As of April 1, 2021 Major Restorative will be increased to a maximum benefit of two thousand dollars (\$2,000) **three thousand five hundred dollars (\$3,500.00)** per year per insured person, **effective date of ratification.**
 - f) Vision Care - To a maximum of **five hundred fifty dollars (\$550.00), effective date of ratification,** every two (2) years for prescription eye care. Employer to pay one hundred percent (100%). This payment may be directed to laser corrective eye surgery.
 - g) Massage, chiropractic to a maximum of **six hundred dollars (\$600.00) per practitioner,** per insured **person** per year, **effective date of ratification.**
 - h) Osteopath, Podiatrist/Chiropodist/ Naturopath and Speech Therapist to a maximum of three hundred and fifty (\$350.00) per practitioner per insured person per year, effective date of ratification.
 - i) Psychological services to a maximum of two thousand dollars (\$2,000.00) per insured person per year, effective date of ratification. Psychological service providers are registered psychologist, registered psychotherapist, Master of Social Work (MSW), or Clinical Counsellor

- j) Hearing aids, including installation, repairs, maintenance, and batteries to a maximum of sixteen hundred dollars (\$1600.00) per insured person per five (5) benefit years, effective date of ratification.
- k) Effective January 1, 2012 all paramedicals will no longer have a fifteen dollar (\$15.00) maximum per visit.

21.02 It is understood and agreed that such programs will be subject to the terms and conditions of any governing master policy or statutory requirement. **Should there be a change in carrier in any or all of the employee benefits, such change of carrier shall not result in a change in benefit levels.**

21.03 Pensions

The Township will maintain all current pension plans as defined by rules and regulations of the Ontario Municipal Employees Retirement System (OMERS). Regular full-time employees must participate in O.M.E.R.S. The Township and employees shall make equal contributions to the basic Ontario Municipal Employees Retirement System.

21.04 Retirement Before Age 65

Employees who have attained age fifty-five (55) and who are in receipt of **OMERS or any other registered pension plan** will be provided with **Extended Health and Life Insurance** up to the age of sixty-five (65). This coverage is to be paid by the Corporation.

The parties agree, all employees **hired after April 18, 2016** must have a least ten (10) years of continuous Township of Scugog service at the time of retirement in order to qualify for retirement benefits.

ARTICLE 22 - JOB CLASSIFICATION

22.01 Where the Township has determined that a new classification is required within the bargaining unit, or where the Township has made extensive changes in the duties of an existing classification and has established the rate for such job, the Township will negotiate the same with the Union.

22.02 In the event that the parties fail to agree on the rate and the Township proceeds to establish a rate, the Union may institute a grievance procedure, provided that any grievance as to rate is filed within seven (7) working days from the date of notification of the rate to the Union.

22.03 If any grievance hereunder proceeds to arbitration, the arbitration board established to rule on the grievance shall be restricted solely to determining the appropriateness of the wage rate as applicable to other related rates within the bargaining unit.

ARTICLE 23 - COPIES OF AGREEMENT

23.01 Copies of the Collective Agreement **and the employee insurance booklet** will be **posted on the Township's intranet site**. The Township will give a copy of this agreement and a copy of the employee insurance booklet to **any employee, upon request**.

ARTICLE 24 - VEHICLE EXPENSE REIMBURSEMENT

24.01 All employees who use their vehicle to perform duties for the Township shall be reimbursed for occasional mileage and the rate shall be as prescribed by the Canada Revenue Agency mileage guidelines.

ARTICLE 25 - RELIEVING IN OTHER GRADES

25.01 When an employee relieves in a position of higher wage classification, **they** shall receive the rate for the position for which **they are** relieving for the full period of the relief provided that the work is not for career development purposes.

25.02 When an employee is detailed to relieve in a position of lower wage classification for any period, ~~he/she~~ **they** shall maintain **their** regular rate of pay while so assigned.

ARTICLE 26 - GENERAL

26.01 Non-bargaining unit staff shall not work on any jobs which are normally done by persons within the bargaining unit, except for the purpose of instruction, experimentation, or in emergencies when regular employees are not available, and provided that the act of performing the aforementioned operations, in itself, does not reduce the normal hours of work or pay of any regular employee.

26.02 The Township agrees during the life of the agreement to co-operate with the Union in the identification of training needs and the development of appropriate training programs.

26.03 The Township shall retain the responsibility and the right to determine the methods through which Municipal services are provided. However, in the event that a regular employee with three (3) years' service is displaced from **their** job by technological change and/or the contracting out of work, the Township will take one or a combination of the following actions:

- a) relocate the employee in another job in **their** area of competency, if such is available within the Township;
- b) if (a) is not possible, but a position is available for which the employee could be retrained within a period of six (6) months', assume responsibility for the retraining of the employee;
- c) if none of the foregoing action is attainable and it is necessary to terminate the employment of the employee, provide **them** with six (6) months' notice of termination and provide **them** with a separation settlement of one week's salary per year of service;

- d) should there be any introduction of new equipment due to technological change where advanced training is necessary, the Township will extend such training to the senior employees in the classification involved, provided they are trainable.
- 26.04 There will be no reduction of the full-time staff complement within the bargaining unit during the length of this collective agreement, save and except that it shall be the sole discretion of the Corporation to replace an individual who retires and/or resigns voluntarily, provided that such position is not contracted out.
- 26.05 The parties recognize and acknowledge that all employees deserve to be treated in a respectful and courteous manner at all times and agree to conduct themselves accordingly.
- 26.06 The employer will notify the union on a regular basis, the active/inactive status of all bargaining unit employees.
- 26.07 The Township shall pay the cost of specialized certificates and licenses including renewals and upgrades where such certificates and/or licenses are a current job requirement.

ARTICLE 27 - WAGE SCHEDULE AND CLASSIFICATION

- 27.01 The occupational classifications and the corresponding wage rates set out in Appendix "A" attached to this agreement, are hereby established as the classifications and wage rates for the employees covered by this agreement.
- 27.02 Heavy Equipment Operator
- a) The Township within thirty (30) days of April 1, 2022 shall create an Alternate List of employees to operate the grader and a Rotational List for the excavator/ Gradall. Management reserves the right to remove an employee from the Alternate and/or Rotational Lists if the employee is operating equipment in an unsafe or incompetent manner.
 - b) To the extent possible the Township will endeavor to provide training opportunities to those employees who express in writing their interest in being added to the Alternate and/or Rotational Lists.
 - c) Grader - The Operators who normally operate the grader on a daily basis shall be the principal operators. When they are unavailable, and it is deemed necessary by the Township, an operator shall be chosen from the Alternate List. Employees shall rotate on a per event basis beginning with the highest seniority. All employees on the Alternate List shall be considered competent and trained to run the equipment, as determined by the Manager of Public Works and **Infrastructure**, and the Township may utilize a third party to ascertain an employee's competency.
 - d) Excavator/ Gradall - A list of competent and trained operators shall be created by the Manager of Public Works and **Infrastructure** and these employees beginning with the highest seniority shall rotate on a one-week basis (Saturday to Friday) as required. The Township may utilize a third party to

ascertain an employee's ability to operate equipment.

- e) **Effective on the date of ratification** employees **when** operating heavy equipment (grader or self- propelled excavator including Gradall) will be paid **one dollar and twenty-five cents (\$1.25) per hour in addition to their hourly rate.**

ARTICLE 28 - EMPLOYEE DEFINITIONS

28.01 Employee

Where used in this agreement, the term "employee" shall mean a person employed in a regular full-time position and who has satisfactorily completed the probation period of employment. The terms "employee" and "regular employee" shall have synonymous meaning.

NOTE: Articles 28.01 and 28.02 shall include all employees of the inside unit including part-time and shall be covered as an employee in the rest of the collective agreement.

28.02 Probationary Employee

Probationary employees are those employees hired for regular full-time, **permanent part-time and temporary/ seasonal** positions who have not completed their probationary service period in Section 9.02.

Permanent part-time and temporary/seasonal probationary employees are subject to the provisions of this agreement as defined in 28.03 and 28.04.

Full-time probationary employees shall not be subject to the provisions of this agreement except for:

Article 2 Management Functions
Article 4 Check-off of Union Dues
Article 5 No Discrimination
Article 13 Hours of Work
Article 14 Overtime
Article 15 Call Back
Article 16 Working Conditions
Article 18 Designated Holidays
Article 19 Vacations
Article 24 Vehicle Expense Reimbursement
Appendix "A" Salaries & Classifications

and other than these Articles, shall not have recourse to the grievance procedure or arbitration during their employment or upon termination thereof. Absences in excess of ten (10) working days for any reason during probationary service shall be added to the probationary period. Employees retained past the probationary period shall be placed on the seniority list and credited with seniority at a date of up to six (6) months as the case may be prior to the acquiring of such seniority.

28.03 **Permanent Part-time Employees**

- (a) **Permanent** part time employees shall be defined as employees whose normal hours of work are twenty-four (24) per week or less. For the purposes of this agreement, **permanent** part time employees do not include students as defined in Article 32. **Permanent** part time employees shall be covered by the terms of this collective agreement except for the following:

Article 9 Seniority - see below Article 13 Hours of work

Article 14 Overtime (as per below) Article 15 Standby and Call-Back

Article 18 Designated Holidays (shall not be excluded from the *Employment Standards Act*)

Article 19 Vacations with pay (Except as outlined below)

As of April 1, 2022, Article 21 Benefits (50%/50% cost share of premiums between employer and employee)

Article 26.03 Technological Change

Appendix “B”, during probationary period

- (b) **Permanent** part-time employees shall accrue seniority for the purpose of progression on the wage scale or vacation entitlement on the basis of one thousand seven hundred and fifty (1750) hours worked per credited year of seniority, and shall be placed on a separate seniority list. This part-time service shall be recognized for vacation entitlement as follows:

| | |
|-------------------|--|
| 1,750 paid hours | Two (2) weeks' vacation (at 4% of gross annual earnings) |
| 3,500 paid hours | Three (3) weeks' vacation (at 6% of gross annual earnings) |
| 15,750 paid hours | Four (4) weeks' vacation (at 8% of gross annual earnings) |
| 29,750 paid hours | Five (5) weeks' vacation (at 10% of gross annual earnings) |
| 43,750 paid hours | Six (6) weeks' vacation (at 12% of gross annual earnings) |

Note: **Permanent** part-time employees **with less than five (5) years of service** may take two (2) weeks off for vacation purposes without pay; **part time employees with five (5) or more years of service** may take three (3) weeks off for vacation purposes without pay, as the % of vacation pay will be added to each pay period.

As per the *Employment Standards Act*, employees with five (5) or more years of employment are entitled to three (3) weeks of vacation and will remain at three (3) weeks (6%) until they reach the next threshold under Article 28.03 b).

- (c) **Permanent** part-time employees shall be paid overtime in accordance with the Employment Standards Act.

28.04 Temporary and Seasonal Employees

A Temporary and/or seasonal employee is a person hired for work on projects for not more than seven (7) months unless extended by mutual agreement of the parties. There shall be a five (5) month break in service between temporary assignments. The Township agrees that temporary employees shall not be hired to fill regular positions and shall notify the Union of temporary positions, the estimated term of employment and the nature of the position.

Temporary employees may be terminated or disciplined for just cause.

Such employees shall not be subject to provision of this agreement except for:

Article 2 - Management Functions
Article 4 - Check off of Union Dues
Article 5 - No Discrimination
Article 13 - Hours of Work
Article 14 - Overtime
Article 15 - Call Back
Article 16 - Working Conditions
Article 24 - Vehicle Expense
Reimbursement Appendix "A" - Salaries
and Classifications

However, temporary employees may be hired to fill regular positions due to absences created by Worker's Compensation claims, illness, disability, parental or compassionate leaves and may be employed for periods of up to **eighteen (18)** months. This term of temporary employment may be extended with mutual agreement between the Union and the Township. **It is understood that if the temporary employee remains in the position for six (6) months the probationary period shall be deemed complete.**

Temporary/Seasonal employees shall be paid four (4%) percent of their earnings on each pay in lieu of vacation.

28.05 Student Employees

Student employees shall be defined as employees who are regularly employed as during the Public and Catholic school system and accredited post-secondary institutions vacation period (April 15 to the first Friday after Labour Day) This includes applicable school breaks (Christmas Break, March Break, P.A. Days and Family Day). Students who graduate in a given year may be employed as a summer student for the months of May through August in the same year. Students are not covered under the terms of this collective agreement. **Student employees may also include co-op students working at the Municipal Office during any school co-op term. It is understood student employees shall not perform work of the bargaining unit.**

Recreation and Museum Student Instructors and Student Supervisors

- a) Student Instructors of Recreation and/or Museum and/or Youth Centre Programs (including drop in programs) will be hired for the day(s) the program is running and can be hired for program delivery between January 1 - December 31. Exceptions include group training and team meetings.
- b) Student Supervisors are defined as experienced students currently enrolled part- time or full-time in secondary or accredited post-secondary institutions, in pursuit of a diploma or degree and are between the ages of **fifteen to thirty (15-30)** years of age.
- c) Student Supervisors are permitted to work April 15th - September 30th for the purpose of summer camps only. Exceptions include group training and team meetings.
- d) Student Supervisors will not backfill for the Recreation Coordinator or any other unionized position.
- e) Student Supervisors will be given one **(1)** day prep time for programs with **forty-five (45)** registrants or less and two **(2)** days prep for programs with over 45 registrants. This equals **eight (8)** hours total for programs with **forty-five (45)** registrants or less or **sixteen (16)** hours total for programs with **forty-five (45)** registrants or more. This prep time will occur outside of the hours of program delivery.
- f) Student Supervisors are permitted to work during Christmas Break, March break, Family Day and P.A. days (as defined by the Public and/or Catholic school system) and only if recreational programs and special events are running.
- g) Student Supervisors are permitted to work evenings (3:30 pm -8:00 pm) and/or weekends (any time) from January 1 - December 31 date, and only if recreational programs and special events are running, in order to assist instructors with their work. **They** will not coordinate the work of instructors. Assistance includes; gathering and distributing resources/supplies, collecting money, responding to public or parent inquiries and providing feedback for instructors.

ARTICLE 29 - LAYOFF AND TERMINATION

- 29.01 An employee who loses **their** driver's license and is not able to perform the functions of **their** classification as a result, will be placed on layoff or offered a labourer's position, if available, on the first such incident. An employee who loses **their** driver's license on a second occasion shall be terminated.

ARTICLE 30 - PROPER ACCOMMODATION

30.01 The Employer will provide a suitable place for employees to have their lunch period away from their desks.

ARTICLE 31 - MEAL ALLOWANCE

31.01 Employees required to work three (3) hours or more of overtime consecutively scheduled after their regular shift shall be paid a meal allowance of **ten dollars** (\$10.00). This Article shall not apply if meals are provided by the Employer.

ARTICLE 32 - MERGER/REGIONALIZATION/AMALGAMATION

32.01 In the event that the Employer should merge, amalgamate or combine any of its operations or functions with any other Municipality or organization, the Employer shall advise the Union as soon as possible, recognizing that such notice may be delayed where confidentiality is initially required. At the time of notice, the Employer shall also provide the Union with all relevant available particulars pertaining to the merger.

32.02 Upon such notification, the Parties agree to meet to discuss potential impacts on the employees of the Bargaining Unit. These discussions shall include but are not limited to pertinent financial and staffing implications.

32.03 Where possible, the Employer agrees that in the event the Employer merges, amalgamates or combines any of its operations for functions with any other Municipality or organization, that it shall use its best efforts, to the extent that it is within the control of the Township, to obtain an agreement that will preserve the following rights of its employees:

- a) Credit for all accumulated seniority rights to be carried into employment with a new Employer;
- b) Full service credits with respect to vacations with pay and all other negotiated benefits;
- c) That the work and services performed by members of the Canadian Union of Public Employees Local **1785-01** shall continue to be performed by such members in the employ of the new Employer;
- d) That employees shall receive the better of their conditions of employment and wage rates under this agreement or the conditions of employment and wage rates obtained or in effect with the new Employer;
- e) That no employee shall suffer loss of employment as a result of such merger, amalgamation or combination of any of its operations or functions with any other Municipality or organization;
- f) That preference in location of employment in the service of the new Employer shall be on the basis of seniority.

ARTICLE 33 - DURATION OF AGREEMENT

- 33.01 This agreement shall be binding and shall remain in effect from the 1st day of April, **2023** until the 31st day of March, **2027** and from year to year thereafter unless notice of intention to revise or terminate the agreement is given in writing by either party to the other party within the period of not more than ninety (90) days prior to the expiry date of this agreement.
- 33.02 If notice to revise, terminate or amend this agreement is given by either party, the other party agrees to meet for the purpose of negotiating within twenty (20) days after the giving of such notice, if requested to do so.

Dated at Oshawa, Ontario on this 9th day of February, 2024.

On behalf of the Township of Scugog:


On behalf of CUPE Local 1785-01:





Fred Collins (Mar 6, 2024 07:56 EST)




Fred Collins (Mar 6, 2024 07:56 EST)





Jim Elliott (Mar 6, 2024 08:07 EST)

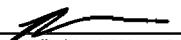

Laura E. Barta, CPA, CMA (Feb 27, 2024 13:01 EST)






Chris Carr (Mar 6, 2024 13:53 EST)




Ryan Willis (Mar 6, 2024 14:05 EST)

SCHEDULE 1

STEWARDS

The following will be the allotted number of Stewards in each location namely:

Public Works + Parks - three (3)

Municipal Building (Inside) - one (1)

Scugog Community Recreation Centre and Blackstock Recreation Centre - one (1)

APPENDIX "A"

WAGES AND CLASSIFICATIONS

To an agreement between the Corporation of the Township of Scugog and the Canadian Union of Public Employees and its Local 1785-01.

Employees shall be paid by direct deposit bi-weekly on Friday. There will be a one (1) week holdback.

| CLASSIFICATION | 01-Apr-23 2% | 01-Apr-24 2% | 01-Apr-25 2% | 01-Apr-26 2% |
|----------------------------------|-------------------------|-------------------------|-------------------------|-------------------------|
| OUTSIDE PUBLIC WORKS | | | | |
| WORKING FOREPERSON | 35.91 | 36.63 | 37.37 | 38.11 |
| OPERATOR | 32.18 | 32.82 | 33.48 | 34.15 |
| LABOURER | 26.65 | 27.19 | 27.73 | 28.28 |
| OUTSIDE PARKS | | | | |
| WORKING FOREPERSON | 35.91 | 36.63 | 37.37 | 38.11 |
| ARBORIST/HORTICULTURIST | 32.58 | 33.23 | 33.89 | 34.57 |
| CERTIFIED PARK ATTENDANT | 31.44 | 32.07 | 32.71 | 33.36 |
| PARK ATTENDANT NON-CERT | 27.29 | 28.36 | 28.93 | 29.51 |
| INSIDE | | | | |
| ACCOUNTING ANALYST 1 | 42.33 | 43.18 | 44.04 | 44.92 |
| ACCOUNTING ANALYST 2 | 38.63 | 39.40 | 40.19 | 40.99 |
| ACCOUNT PAYABLE ASSOC. | 32.74 | 33.40 | 34.06 | 34.75 |
| PAYROLL CLERK | 32.74 | 33.40 | 34.06 | 34.75 |
| TAX AND REVENUE ASSOC. | 31.13 | 31.75 | 32.39 | 33.04 |
| LEGISLATIVE SERVICE ASSOC. | 32.18 | 32.82 | 33.48 | 34.15 |
| COMMITTEE COORDINATION ASSOC. | 32.18 | 32.82 | 33.48 | 34.15 |
| CUSTOMER SERVICE ASSOC. | 31.13 | 31.75 | 32.39 | 33.04 |
| DEVELOPMENT SERVICES ASSOC. | 32.18 | 32.82 | 33.48 | 34.15 |
| SR. BLDG INSPECTOR/PLANS EXAMINE | 38.63 | 39.40 | 40.19 | 40.99 |
| BUILDING INSPECTOR/PLANS EXAMINE | 33.34 | 34.01 | 34.69 | 35.38 |
| PLANNER | 38.63 | 39.40 | 40.19 | 40.99 |
| BY-LAW 1 | 38.63 | 39.40 | 40.19 | 40.99 |
| BY-LAW 2 | 33.34 | 34.01 | 34.69 | 35.38 |
| BY-LAW3 | 26.65 | 27.19 | 27.73 | 28.28 |

| CLASSIFICATION | 01-Apr-23 2% | 01-Apr-24 2% | 01-Apr-25 2% | 01-Apr-26 2% |
|------------------------------|-------------------------|-------------------------|-------------------------|-------------------------|
| PUBLIC WORKS ASSOC. | 32.18 | 32.82 | 33.48 | 34.15 |
| CAPITAL PROJECTS TECH. | 38.63 | 39.40 | 40.19 | 40.99 |
| PUBLIC WORKS TECH. | 38.63 | 39.40 | 40.19 | 40.99 |
| DEV. SERV. ENGINEERING TECH. | 38.63 | 39.40 | 40.19 | 40.99 |
| ARENAS | | | | |
| WORKING FOREPERSON | 35.91 | 36.63 | 37.37 | 38.11 |
| ARENA ATTENDANT 2 | 31.44 | 32.07 | 32.71 | 33.36 |
| ARENA ATTENDANT 1 | 31.13 | 31.75 | 32.39 | 33.04 |
| REC AND CULTURE ASSOC. | 32.18 | 32.82 | 33.48 | 34.15 |
| RECREATION COORDINATOR | 38.63 | 39.40 | 40.19 | 40.99 |
| RECREATION PROGRAMMER | 29.59 | 30.18 | 30.79 | 31.40 |
| MUSEUM | | | | |
| SEASONAL CURATOR | 32.74 | 33.40 | 34.06 | 34.75 |

Employees assigned to sanding and ploughing duties shall be paid a premium of fifty cents (\$0.50) per hour. It is understood that this premium shall apply to the grader operator while performing ploughing duties. It is also understood that this premium will apply to parks employees while performing ploughing and sanding duties.

Shift premium will be **one dollar and seventy-five cents (\$1.75)** per hour for all hours of work scheduled after 4:00 p.m.

Wages will be retroactive to April 1, 2023, for all current employees and employee who have left employment between April 1, 2023 and date of ratification by both parties.

Equipment

Classifications Operator

- single axle trucks with attachments
- wheeled tractors with attachments
- weed sprayer
- self propelled street sweeper
- tractor loader - backhoe
- front end loader - under 1-1/2 yards
- track loaders and dozers
- single axle truck with plough (while ploughing)
- self propelled line marker
- self propelled grader over 125 horsepower
- self propelled backhoe including gradall
- tandem Trucks with attachment

All employees classified as Equipment Operator may be required to train to operate any or all equipment units listed in their respective classification.

APPENDIX "B"

* SEE ARTICLE 20 - SICK LEAVE

Following termination of the Sick Leave Benefit, the Township implemented a new self-insured non-occupational (off the job) Short Term Disability Benefit. Disabilities incurred on the job are covered by Worker's Compensation. Benefits, as outlined herein, would commence on the first day of disability due to accident or sickness and would be payable for up to seventeen (17) weeks.

| <u>Length of Service</u> | <u>100% of Salary</u> | <u>75% of Salary</u> |
|---------------------------------|------------------------------|-----------------------------|
| Less than 1 year | 1 week | 16 weeks |
| 1 year but less than 2 years | 2 weeks | 15 weeks |
| 2 years but less than 3 years | 3 weeks | 14 weeks |
| 3 years but less than 4 years | 4 weeks | 13 weeks |
| 4 years but less than 5 years | 5 weeks | 12 weeks |
| 5 years but less than 6 years | 7 weeks | 10 weeks |
| 6 years but less than 7 years | 9 weeks | 8 weeks |
| 7 years but less than 8 years | 11 weeks | 6 weeks |
| 8 years but less than 9 years | 13 weeks | 4 weeks |
| Over 9 years | 17 weeks | 0 weeks |

Note:

1. Each employee's allotment of one hundred percent (100%) weeks is credited on their length of service, and as such, is automatically reinstated and increased as applicable under the above chart, each year on their employment anniversary date. An employee collecting disability benefits on their anniversary date, due to an illness or accident that commenced prior to this date, would not be entitled to any such reinstatement or benefit improvement until **they** return to work on a full- time basis.
2. If an employee runs out of one hundred percent (100%) weeks, there will always be up to seventeen (17) weeks of disability coverage at seventy-five percent (75%) of earnings for every unrelated disability due to accident or sickness. A related disability would be considered an unrelated disability if an employee returns to work on a full-time basis for at least twenty (20) working days. As a cost measure, and to prevent potential abuse, the following stipulations would apply to the self- insured disability benefit:
 - a) Proof of Illness
 As per Article 20.03.

- b) Certified Absences are absences of more than three (3) days substantiated by a medical physician's certificate.

More than seven (7) days of accumulated uncertified absence within the calendar year shall be charged as sick leave without pay. Uncertified absences do not reduce an employee's entitlement under the short-term disability plan.

- c) Progress Report Re Illness

In any case of prolonged illness, the employee shall submit such periodic reports on **their** condition, as the Township may require.

- d) The Township, upon suspecting abuse, would at its discretion, have the right to have any employee examined by a Township appointed physician. Any dispute between the employee's physician and the Township's physician would be settled by a mutually acceptable independent physician. All group benefits not eligible for waiver of premium provisions, such as O.H.I.P., Semi-Private Hospital, Extended Health Care and Dental Benefits would be discontinued after sixty (60) months of continuous disability on L.T.D.

- e) In conjunction with the Short-Term Disability Benefit, the Township **will continue to provide** a twenty-four (24) hour insured Long Term Disability Benefit. A benefit level of seventy-five percent (75%) of monthly earnings to a non-medical maximum of three thousand five hundred dollars (\$3,500.00) would be payable to the earlier of retirement or age sixty- five (65). Benefits would commence after a waiting period of seventeen (17) weeks, (when Short Term Disability Benefits terminate). The Long-Term Disability Benefit would contain a twenty-four (24) month own occupation definition of disability and would be integrated with C.P.P. Benefits on a primary basis. If the disability is work related, benefits would also be integrated with any Workers' Compensation Benefits. This benefit would have no pre-existing conditions limitations.

APPENDIX "C"

Exclusions from the bargaining unit as per Article 3 - Recognition

- Administrative Assistant for Development Services
- Administrative Assistant to the Fire Chief
- Administrative Assistant to the Manager of Mayor and CAO's Office
- Assistant Roads Managers*
- Business Solutions Analyst
- Chief Administrative Officer
- Chief Building Official, **Facilities Coordinator**
- Executive Assistant to the Mayor and CAO **Manager of the Mayor and CAO's Office**
- Deputy Clerk *
- Deputy Fire Chief
- Director of Corporate Services/ Clerk
- Director of Community Services
- Director of Development Services
- Director of Finance/ Treasurer
- Director of Fire and Emergency Services/ Fire Chief
- Director of Public Works, **and Infrastructure**
- Fire Prevention Officer
- Firefighters
- Human Resources Assistant
- Manager of Communications and Strategic Initiatives
- Manager of Human Resources
- Manager of Capital Projects
- Manager of Information Technology/ GIS
- Manager of Planning
- Manager of Public Works and **Infrastructure**
- Manager of Finance/ Deputy Treasurer
- Manager of **Parks** Recreation and Culture
- Manager of Tax and Revenue
- Network Analyst
- **Operations** Manager

* **Note:** Possible future job creation

APPENDIX "D"

LABOUR MANAGEMENT COMMITTEE

A Labour Management Committee shall be established consisting of representatives of the Union and representatives of the Employer. The Committee shall enjoy the full support of both parties in the interests of improved service to the public and job security for the employees.

The purpose and function of this Committee shall be to discuss matters of mutual interest and concern, in order to promote and facilitate harmonious relationships and settled conditions between the Corporation and the Union. The Committee shall be composed of the Human Resource Advisor and two designates and the Union President and two designates, selected by the President.

Meetings shall occur at a mutually agreeable time and place. Its members shall receive notice and an agenda for a meeting five (5) days in advance of each meeting. The Employer and the Union will each appoint a co-chair who will alternate chairing meetings. In cases of emergency, either party has the right to summon an emergency meeting of the Committee. Minutes of the meeting shall be circulated to all members of the Labour Management Committee. The secretary of the Committee shall rotate according respectively with the Chair. Employees shall not suffer any loss of pay for time spent with this Committee.

MEMORANDUM OF AGREEMENT

BETWEEN TOWNSHIP OF SCUGOG AND THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1785-01

RE: JOB SHARING

This Agreement covers the terms and conditions for the job sharing of positions within the bargaining unit. Should there be a discrepancy between this Agreement and the Collective Agreement, this Agreement takes precedence over the terms and conditions of the Collective Agreement for job sharing employees only.

Job sharing differs from the traditional view of part-time work which is one **(1)** part-time employee performing the duties of one **(1)** part-time position. Job sharing is a regular, on-going arrangement between two **(2)** employees and their Employer and their Union to share the responsibilities of one **(1)** full-time position.

The parties agree that job sharing will be introduced on a one **(1)** year trial basis. At the end of the one **(1)** year period, the program will be reviewed and either cancelled or revised if necessary. This Agreement may be terminated with either party giving the other party a minimum of thirty (30) days' notice in writing. Should this Agreement be terminated by either party, employees involved in job sharing arrangements shall return to regular full-time positions should vacancies be available or continue in the job sharing arrangement until a full-time vacancy becomes available.

The parties realize that not all employees may be able to participate in the job-sharing program because of job duties, operational needs, etc. As a result, the parties agree that no grievances will be filed on a decision by the Department Head that does not permit participation in a job share arrangement.

When two **(2)** workers wish to share a job, the following conditions will apply:

- a) Each job sharing arrangement will replace one full-time bargaining unit position. Two **(2)** employees will equally fill the position. A job sharer who wants to return to full-time employment must apply to a job posting and be the successful applicant as outlined in Article 12.
- b) The decision on how (i.e. temporary, full-time, leave vacant, relieving) to fill the resulting vacant full-time position will be at the discretion of the Head of the Department where the vacancy occurs.
- c) Any job share arrangement must receive the concurrence of both the Department Head and the Union before it is confirmed.

- d) A request for a job sharing arrangement by two (2) regular full-time employees who have completed their probationary periods shall be made in writing to the Department Head with a copy to the employee's Supervisor and the Union.
- e) Seniority and service (except as required by OMERS) will not be prorated during the job sharing period.
- f) When a position is to be shared, the position shared will be that of the lower rated classification should the two (2) employees not be from the same classification. The employee(s) must be qualified to perform the duties of the shared job.
- g) The particular terms of any job shared arrangement, in addition to the terms in this agreement, shall be agreed to in writing by the Department Head, the Union and the two (2) employees who are entering into the job share arrangement prior to the arrangement being confirmed.
- h) Union dues will be paid on the same percentage basis as all other bargaining unit employees during the job share period.
- i) If either of the job sharers terminates the job sharing arrangement by either accepting another full-time position or terminating employment, the job share agreement is deemed to be terminated for both unless (k) applies.
- j) If the conditions described in (i) above take place, the remaining job sharer shall revert to regular full-time employment unless (k) applies.
- k) If the remaining job sharer and Department Head and Union wish to continue the job sharing arrangement, the job sharer will have six (6) months to find a new job sharing partner, from first within the bargaining unit before going outside, suitable to the Department. During the period of the search, the remaining job sharer may be required to work full-time.
- l) Where a Department Head cancels a job-sharing arrangement, the parties will meet to discuss the job availability for the job sharers.
- m) The job sharers will be paid at one-half the annual salary for the position being shared.
- n) Each job sharer will be paid half the daily rate of a regular full-time employee for each designated holiday.
- o) Each job sharer will receive one-half of the vacation entitlement of a regular full-time employee according to their length of service.
- p) Each job sharer will be entitled to one-half the sick leave benefits of a regular full-time employee.
- q) Each job sharer will receive one-half of the vehicle allowance assigned to the position they are job sharing, if applicable.
- r) During periods of extended absence (i.e. maternity leave, lengthy illness) of one of the job sharers, the other job sharer may be required to work for the absent job sharer.

- s) The benefit coverage for a pair of job sharers will not exceed the cost of benefits for one (1) regular full-time employee. If a job sharing employee elects to have benefit coverage, the employee will be responsible to pay fifty (50%) percent of the billed premium.
- t) Each employee will participate in the benefits outlined in Article 21. Benefit levels will be determined by point (m) of this document.
- u) Each job sharer is to average a basic workweek of seventeen point five (17.5) hours or twenty (20) hours depending on the basic workweek of a regular full-time employee for the position that is job shared. The work schedules of the job sharers must be approved by their supervisor.
- v) Overtime for job sharers will be considered as authorized hours worked in excess of the normal hours of work as provided for in Article 14 and will be compensated for as prescribed by Article 14 of the Collective Agreement. The job share employee working the authorized overtime shall be compensated for the overtime.
- w) Workers involved in job sharing arrangements will continue to be members of CUPE Local 1785-01.

The Township will not incur any increased costs except those administrative costs directly related to two people on staff sharing a position normally filled by one (1) person, i.e.

- two salary reimbursements instead of one
- two personnel files instead of one
- two performance reviews instead of one
- counseling and dealing with two employees instead of one

Dated at Oshawa, Ontario on this 9th day of February, 2024.

On behalf of the Township of Scugog:

On behalf of CUPE Local 1785-01:





Fred Collins (Mar 6, 2024 07:56 EST)




Fred Collins (Mar 6, 2024 07:56 EST)





Jim Elliott (Mar 6, 2024 08:07 EST)



Laura E. Barta, CPA, CMA (Feb 27, 2024 13:01 EST)






Chris Carr (Mar 6, 2024 13:53 EST)




Ryan Willis (Mar 6, 2024 14:05 EST)

LETTER OF UNDERSTANDING

BETWEEN
THE TOWNSHIP OF SCUGOG AND
CUPE LOCAL 1785-01

RE: SUMMER HOURS FOR OUTSIDE WORKS EMPLOYEES JULY AND AUGUST

Summer Hours (Outside)

The normal hours of work for employees shall be forty (40) hours per week consisting of four (4) shifts of ten (10) hours Monday through Friday.

Shop 1 - Monday through Thursday
Shop 2 - Tuesday through Friday Rotate
on monthly basis to other shift.

Employees would be entitled to a half hour (1/2) unpaid lunch on each shift.

Vacation time used during these months are based on hours taken versus number of days.

Dated at Oshawa, Ontario on this 9th day of February, 2024.

On behalf of the Township of Scugog:

On behalf of CUPE Local 1785-01:





Fred Collins (Mar 6, 2024 07:56 EST)




Fred Collins (Mar 6, 2024 07:56 EST)

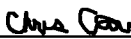



Jim Elliott (Mar 6, 2024 08:07 EST)



Laura E. Barta, CPA, CMA (Feb 27, 2024 13:01 EST)






Chris Carr (Mar 6, 2024 13:53 EST)




Ryan Willis (Mar 6, 2024 14:05 EST)

MEMORANDUM OF AGREEMENT

OUTSIDE THE COLLECTIVE AGREEMENT
BETWEEN THE PARTIES
THE TOWNSHIP OF SCUGOG (THE
EMPLOYER) AND
THE CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 1785-01 (THE
UNION)

RE: TESTING PROTOCOLS:

The following protocols will outline the method of testing for relieving in a position and vacant positions:

1. Candidates will be required to meet the threshold of seventy percent (70%) set for all positions.
2. Prior to the test being given, the hiring manager will provide the Human Resources Officer with a copy of the test and the corresponding answers/score sheet.
3. All testing will be job related and reflect the core competencies of the position.
4. Test questions will be in the form of one or a combination of the following methods:
 - a) Fill in the blanks
 - b) True/False
 - c) Match up
 - d) Multiple Choice
 - e) Definitions
 - f) Work Simulation
5. Requests for testing accommodation will be taken into consideration.
6. The most senior candidate who meets the minimum job requirements and achieves the testing threshold will be the successful incumbent. However, if no internal applicant meets the threshold, the position will be posted externally and all external candidates will need to successfully meet the threshold of the test to be given consideration.

Dated at Oshawa, Ontario on this 9th day of February, 2024.

On behalf of the Township of Scugog:

R. Hepowari

A. Dinnard

Valerie Ratonpanit

Laura E. Barta, CPA, CMA

Laura E. Barta, CPA, CMA (Feb 27, 2024 13:01 EST)

A. Barta

R. Hepowari

On behalf of CUPE Local 1785-01:

Fred Collins

Fred Collins (Mar 6, 2024 07:56 EST)

Fred Collins

Fred Collins (Mar 6, 2024 07:56 EST)

Jim Elliott

Jim Elliott (Mar 6, 2024 08:07 EST)

John Parker

Chris Carr

Chris Carr (Mar 6, 2024 13:53 EST)

Ryan Willis

Ryan Willis (Mar 6, 2024 14:05 EST)

LETTER OF UNDERSTANDING

BETWEEN

THE TOWNSHIP OF SCUGOG AND

CUPE LOCAL 1785-01

Article 16.02 (d) Working Conditions NEW

RE: UNIFORMS, RENTALS AND LAUNDERING


The Township of Scugog and CUPE Local 1785-01 agree that the Township will conduct an analysis of leasing and laundering practices and options in the next ninety (90) days in order to find the most economical means. Once completed, the Township and CUPE agree to meet to discuss the findings.

Dated at Oshawa, Ontario on this 9th day of February, 2024.

On behalf of the Township of Scugog:

On behalf of CUPE Local 1785-01:





Fred Collins (Mar 6, 2024 07:56 EST)




Fred Collins (Mar 6, 2024 07:56 EST)





Jim Elliott (Mar 6, 2024 08:07 EST)

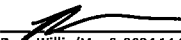

Laura E. Barta, CPA, CMA (Feb 27, 2024 13:01 EST)






Chris Carr (Mar 6, 2024 13:53 EST)




Ryan Willis (Mar 6, 2024 14:05 EST)

APPENDIX "A" WAGES AND CLASSIFICATIONS

RE: LABOUR MARKET REVIEW

The Parties agree to continue meeting to create a Joint Labour Market Review Committee.

The Joint Committee will establish Terms of Reference that are mutually agreeable and shall include the selection of wage comparators.

The Joint Committee will co-operate and provide shared resources in order to conduct a labour market review within twelve (12) months of ratification of this agreement. The Committee will determine the rate of wage disparity within the Employer and compared to the labour market. Those findings will be presented to the Employer and Union for consideration.

The job comparators and wage rates included in the Labour Market Review, will be updated by a third-party consultant to reflect current wage rates.

The results of this updated analysis will be provided to the Joint Labour Market Review Committee no later than six (6) months following completion of the internal Joint Job Evaluation. Once completed, the Township and CUPE agree to meet to discuss the findings.


Dated at Oshawa, Ontario on this 9th day of February, 2024.

On behalf of the Township of Scugog:








Laura E. Barta, CPA, CMA (Feb 27, 2024 13:01 EST)






On behalf of CUPE Local 1785-01:

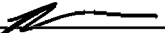

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