



COLLECTIVE AGREEMENT

between

**THE CORPORATION OF THE MUNICIPALITY
OF CENTRAL ELGIN**

(hereinafter referred to as the "Employer")

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 35.3**

(hereinafter referred to as the "Union")

January 1st, 2024 – December 31st, 2026

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ARTICLE 1 - PREAMBLE

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

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.01 The Union recognizes that it is the right of the Employer to exercise the regular and customary function of the Employer and to direct the working forces, subject to the terms of this Agreement without discriminating between employees in a working group or department. The question of whether any of these rights is limited by this Agreement shall be decided through the grievance and arbitration procedure.
- 2.02 The Employer shall exercise its rights in a fair and reasonable manner consistent with Article 4. These rights shall not be used in any manner which would deprive any Employee of their employment, except with just cause.
- 2.03 Failure of the Employer to abide by the Terms of the Collective Agreement due to lack of knowledge or misunderstanding on behalf of any representative of the Employer will result in rectification be it monetary or otherwise from the time of the violation onward up to a maximum of six (6) months.

ARTICLE 3 - RECOGNITION AND EMPLOYEES

- 3.01 The Employer agrees and recognizes the Canadian Union of Public Employees as the sole and exclusive bargaining agent for all employees of the Municipality of Central Elgin in the Physical Services Department save and except the superintendents and those above this rank and clerical staff.
- 3.02 The Employer agrees to bargain only with the Union concerning employees in the bargaining unit described in Clause 3.01 and the Employer undertakes that it will not enter into any other Agreement with the said employees either individually or collectively, which will conflict with any of the provisions of this Agreement.
- 3.03 Definitions
- (a) Probationary Employees
- An employee who has not yet completed their probation period as set out in Article 8.
- (b) Temporary (Seasonal) Employee
- An employee who is hired on a short term basis as required to augment the bargaining unit. No term shall last longer than seven (7) months without the Employer and Union discussing the extension of the term. However, should the

employee be hired for a permanent full time position once they have successfully completed probation their seniority shall be back dated to the last date of hire without a break.

Temporary (seasonal) Employees shall be excluded from the following Articles: 9 – Lay-Offs; 10 – Loss Of Seniority And Deemed To Have Quit; 12 – Lead Hand; 16 – Vacations; 17 – Sick Leave; 19 – Personal And Union Leave Of Absence; 22 – Health And Welfare For Regular Employees.

(c) Student Employees

Shall mean an employee who a student in college or university or other educational institution and who is employed on an “as required” basis for no more than five (5) years or until that student graduated, whichever comes first. It is further understood that student employees are intended to augment the employees in the bargaining unit.

Students shall be excluded from the following Articles: 9 – Lay-Offs; 10 – Loss Of Seniority And Deemed To Have Quit; 12 – Lead Hand; 16 – Vacations; 17 – Sick Leave; 19 – Personal And Union Leave Of Absence; 22 – Health And Welfare For Regular Employees.

(d) Seasonal Bridge Employees

One (1) to Five (5) employees who are hired from approximately May 1 to October 31 in any year to augment the Recreation/Bridge Employees and shall be restricted specifically to duties concerning the operation of the lift bridge.

The Seasonal Bridge Employee shall only cover absences or leaves of existing Recreation/Bridge Employees until such time as the ice is put back in the arenas and thereafter shall be utilized on an as needed basis for the operation of the lift bridge.

Seasonal employment shall not last longer than seven (7) months without the Employer and Union discussing the extension. However, should the employee be hired for a permanent full time position once they have successfully completed probation, their seniority shall be back dated to the last date of hire without a break.

Seasonal Bridge Employees will otherwise be covered by the terms and conditions of the Collective Agreement with the exception of the following clauses: 14.02, 14.04 (a), (b), 16.01 (a), 16.02, 16.03, 16.04, 17.01, 22.

(e) Regular Employee

An employee hired as a full time permanent employee who has completed their probation.

(f) Working Days

Shall be calculated exclusive of Saturdays, Sundays and Paid Holidays.

ARTICLE 4 - NON-DISCRIMINATION

4.01 The Employer and the Union agree that no discrimination of any kind will be practised or condoned against any Employee by reason of:

- Age
- Ancestry, colour, race
- Citizenship
- Ethnic origin
- Place of origin
- Creed
- Disability
- Family status
- Marital status (including single status)
- Gender identity, gender expression
- Record of offences (in employment only)
- Sex (including pregnancy and breastfeeding)
- Sexual orientation

Or contrary to the Employment Standards Act, Labour Relations Act or the Workplace Safety and Insurance Act, as amended from time to time.

ARTICLE 5 - UNION SECURITY

5.01 All Regular and Probationary Employees of the Employer shall, as a condition of employment, become and remain members in good standing of the Union, according to the constitution and by-laws of the Union. No Employee will be deprived of employment by reason of loss of good standing in the Union.

5.02 The Employer will deduct from each Employee covered by this Agreement on each pay, any dues, initiation fees or assessments levied by the Union on its members and will remit said sum to the Treasurer of the Union no later than the last day of the month for which the dues were levied.

5.03 Work of the Bargaining Unit

Persons whose jobs, paid or unpaid, are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit. It is agreed that management can only do work of the bargaining if it's in an emergency or for training purposes.

Training purposes shall be defined as instructing new hires how to use specific equipment, or showing all staff how to use new equipment or for the purpose of new techniques.

Emergency shall be defined as an 'all hands on deck' as a result of a natural or manmade disaster or to maintain the Municipality's level of service when a full complement of qualified, unionized staff is unavailable or unable to complete the work.

- 5.04 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 6 - UNION REPRESENTATION

- 6.01 The Union shall elect or appoint one (1) Unit Chair, Vice Chair and 3 Stewards. The Union shall notify the Employer in writing of the name of the Unit Chair and the Stewards before the Employer shall be required to recognize those holding the position.

- 6.02 The Union recognizes that the Steward is employed full-time by the Employer and that the Steward will not leave work during working hours except to perform duties under this Agreement. Therefore, no Steward will leave work without obtaining the permission of the appropriate Superintendent.

- 6.03 No employee will suffer any loss of regular earnings for time involved during working hours for the purpose of negotiations or with respect to the grievance and arbitration procedures, subject to the prior approval of the Employer.

- 6.04 The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer.

- 6.05 Labour Management Meetings

The Municipality and Union may appoint an equal number of representatives each to a Labour Management Committee for the purposes of dealing with matters of mutual concern. The Committee will enjoy the full support of both parties in the interests of improved services to the public, and supporting positive working relationships between Union members and the Employer.

The Committee shall meet at least quarterly, or more often as may be mutually agreed. Notice and agenda of the meeting shall be distributed in advance of the meeting. Employees will not suffer any loss of pay for time spent participating in Committee meetings.

ARTICLE 7 - GRIEVANCE PROCEDURE

7.01 For the purpose of this Agreement “Grievance” is defined as a dispute, claim or complaint involving the interpretation, application, administration or alleged violation of the Agreement including any question as to whether the matter is arbitrable.

7.02 Procedure

An earnest effort will be made to settle any Grievances fairly and promptly in the following manner:

Step 1

The aggrieved Employee(s), through their Steward shall refer the written complaint to their Superintendent in writing within three (3) working days of the commencement of the occurrence causing the complaint. In making the complaint to their Superintendent, the Employee shall be accompanied by the Steward. It is understood that an Employee has no Grievance until the Employee’s Superintendent is first given an opportunity of adjusting the Employee’s complaint. However, should the Employee’s Grievance be related to the conduct of their Superintendent, the Employee may go directly to Step 2 to initiate the grievance procedure. The Superintendent will give an answer in writing within three (3) working days following receipt of the written complaint.

Step 2

Failing satisfactory settlement within three (3) working days after the Superintendent’s written reply is received under Step 1, the Employee(s) concerned, through the Steward, will submit to the Director of Infrastructure and Community Services a written statement of the particulars of the complaint and the redress sought. The Steward shall be present when the Grievance is presented. The Director of Infrastructure and Community Services will give an answer in writing within three (3) working days following receipt of the written Grievance.

Step 3

In the event that the Union is not satisfied, the Union, within three (3) working days of the reply of the Director of Infrastructure and Community Services, shall request in writing that a special meeting be held between the aggrieved Employee, the Steward, the National Representative and the Chief Administrative Officer. The special meeting shall take place within ten (10) calendar days following the submission of the request for the meeting or at a time mutually agreed upon in writing. The reply of the Employer shall be given within three (3) working days following such meeting.

Step 4

If the Grievance is not settled to the satisfaction of the Union then the Grievance may be referred to arbitration providing any such notice of arbitration must be filed with the Employer within ten (10) working days of the reply of the Employer under Step 3.

7.03 (a) No Grievance may be submitted to arbitration which has not been properly carried through all previous steps of the grievance procedure within the specific

time limits, except that the time limits fixed in both the grievance and arbitration procedure may be extended by mutual consent of the parties. Such agreement shall be in writing.

- (b) Any time limits referred to as working days in the Article, or any subsection thereof, within which any procedure is required to be taken or notice is required to be given, shall be calculated exclusive of Saturdays, Sundays and Paid Holidays within the meaning of this Agreement.

7.04 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 and such Grievances shall be known as “policy grievances”.

7.05 Both parties agree that an Employee is considered innocent until proven guilty. Therefore, in the event the Employer initiates a disciplinary action against a Regular Employee which may result in the suspension or discharge of the Employee, the following procedure shall be followed:

- (a) An Employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under this Article-, commencing at Step 2 of the Grievance procedure.
- (b) In cases of discharge and discipline, the burden of proof of just cause shall rest with the Employer. Evidence shall be limited to that relevant to the grounds stated in the discharge and discipline notice to the Employee.

7.06 (A) Composition of Board of Arbitration

- (i) When either party requests that a Grievance be submitted to arbitration, the request shall be made by facsimile transmission or Priority Post addressed to the other party of the Agreement, indicating the name of its nominee on an arbitration board. Within five (5) days thereafter, the other party shall answer by registered mail or facsimile transmission indicating the name and address of its appointee to the arbitration board. The two appointees shall select an impartial chairperson.
- (ii) Upon mutual agreement, the parties to the Collective Agreement may choose a single arbitrator.

(B) Failure to Appoint

If the party receiving the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a chairperson within seven (7) days of their appointment, the appointment shall be made by the Minister of Labour upon request of either party.

(C) Board Procedure

- (i) In resolving disputes, an arbitration board shall have regard to the real substance of the matters in dispute and the respective merits of the positions of the parties, and shall apply principles consistent with the *Labour Relations Act 1995* and not be bound by a strict legal interpretation of the issue in dispute.
- (ii) The arbitration board shall have the power to receive and accept evidence and information on oath, affidavit, or otherwise as in its discretion it considers proper, whether or not the evidence is admissible in a court of law.
- (iii) A Grievance or arbitration shall not be deemed invalid by reason of a defect in form, a technical irregularity, or an error of procedure if it results in a denial of natural justice. An arbitrator or board may relieve against those defects, irregularities or errors of procedure on just and reasonable terms.

(D) Decision of the Board

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Board of Arbitration shall be final, binding and enforceable on all parties, and may not be changed. The Board of Arbitration shall not have the power to change this Agreement or to alter, modify or amend any of its provisions of this Agreement. However, the Board shall have the power to amend a Grievance, modify penalties or dispose of a Grievance by any arrangement which it deems just and equitable.

(E) Disagreement on Decision

Should the parties disagree as to the meaning of the Board's decision, either party may apply to the chairperson of the Board of Arbitration to reconvene the Board to clarify the decision.

(F) Expenses of the Board

Each party shall pay:

- (a) the fees and expenses of the nominee it appoints; and
- (b) one-half of the fees and expenses of the Chairperson;

(G) Amending of Time Limits

The time limits fixed in both the grievance and arbitration procedures may be extended by written consent of the parties.

Prior to proceeding to Arbitration, the parties may mutually agree to utilize the services of a grievance mediator who shall be chosen on the agreement of both parties. 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 ten (10) working days from the date mediation was held. The parties agree to equally share the costs of the mediation.

ARTICLE 8 - SENIORITY

- 8.01 (a) Seniority is defined as length of continuous service with the Employer.
- (b) The probation period for all employees unless otherwise stated shall be three (3) months and once an employee has successfully completed their probation their seniority credit shall be backdated to date of hire. Employees will be regarded as Probationary Employees until they have acquired seniority as above provided and shall have no right to grieve by reason of dismissal or otherwise prior to the completion of their probation.
- 8.02 The probationary period may be extended for any employee by agreement between the Employer and the Union.
- 8.03 Temporary, Seasonal and students may be eligible for rehire after a successful performance appraisal each season or term. Upon obtaining a permanent full-time position, the Employee's seniority shall be backdated to their last date of hire as a Temporary Employee. Such employee must complete the probationary period as set out in Article 8.01 and 8.02.
- 8.04 A seniority list will be compiled annually by the Employer and Employees shall be placed thereon in accordance with their term of continuous service with the Employer. An up-to-date seniority list will be posted on the Union bulletin board and a copy will be forwarded to the Union annually. Once posted for thirty (30) days with no concerns being brought to the attention of the Employer, the list becomes final and binding.
- 8.05 In making staff changes, transfers, or promotions, appointment shall be made of the applicant with the greatest seniority and having the required qualifications.
- 8.06 New Employees

On commencing employment in a position within the bargaining unit, the employee's immediate supervisor or other representative of the Employer will introduce the new employee to their Union Steward or Representative, as designated by the Union.

The representative designated by the Union will be given an opportunity to meet privately with each new employee during the first month of employment to acquaint them with the structure, benefits, and duties of union membership. A maximum of sixty minutes will be allowed for this purpose within regular working hours and without loss of pay for either employee.

ARTICLE 9 - LAY-OFFS

9.01 Definition of Lay-Off

A Layoff shall be defined as a reduction in the work force or a reduction in the regular hours of work as defined in this Agreement.

Role of Seniority in Lay-Offs

Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a Layoff, temporary and Probationary Employees shall be laid off prior to regular employees where the following shall apply: employees shall be laid off in the reverse order of their bargaining-unit-wide seniority.

Bumping

An employee about to be laid off may displace any employee with less seniority, providing the employee exercising the right is qualified to perform the work of the employee with less seniority.

Recall Procedure

Employees shall be recalled in the order of their seniority providing they have the qualifications to perform the available work. **Employees that will be laid off will have recall rights up to twenty four (24) months from lay off.**

No New Employees

New employees shall not be hired until those laid off have been given an opportunity to be recalled to work.

Advance Notice of Lay-Off

Unless legislation is more favourable to the employees, the Employer shall notify the Union and the employees who are to be laid off two weeks prior to the effective date of Layoff. If the employee has not had the opportunity to work the days as provided in this Article, they shall be paid for the days for which work was not made available.

ARTICLE 10 - LOSS OF SENIORITY AND DEEMED TO HAVE QUIT

10.01 An employee's seniority and all rights may be cancelled and the employee's name removed from the seniority lists for any of the following reasons:

- (a) the Employee voluntarily leaves the service of the Employer;
- (b) the Employee overstays a leave of absence granted by the Employer without securing the Employer's permission to extend the leave. The Employer may grant

permission to extend a leave for good and sufficient reason and such an extension will not be unreasonably denied.

- (c) an Employee utilizes a leave of absence for purposes other than those for which the leave of absence was granted;
- (d) an Employee is absent for three consecutive working days without advising the Employer and securing permission for a leave of absence, unless the Employee is prevented from giving such notice due to circumstances beyond the Employee's control, proof of which must be provided by the Employee. The Employer shall determine whether the circumstances were indeed beyond the Employee's control, provided that any such discretion is not exercised in bad faith;
- (e) an Employee is discharged for cause and the discharge is not reversed through the grievance or arbitration procedure;
- (f) an Employee is laid off for a continuous period in excess of twelve months or a period of time equivalent to their length of service up to a maximum of two (2) years, whichever is greater;
- (g) unless mutually agreed otherwise, an Employee fails to return to work within five (5) working days following notification by facsimile transmission or Priority Post of notice of recall following a Layoff;
- (h) subject to any obligations and/or entitlements under the *Human Rights Code* a Regular Employee has been off on long term disability in excess of twenty-four (24) consecutive months.

NOTE: It is understood by the parties that the loss of seniority and/or termination of employment does not affect the Employee's entitlement to Long Term Disability benefits.

- (i) subject to any obligations and/or entitlements under the *Human Rights Code* an Employee has been in receipt of Workplace Safety and Insurance Board Total Disability benefits in excess of twenty-four (24) consecutive months.

ARTICLE 11 - JOB POSTING

11.01 In filling vacancies or new positions within the bargaining unit, the Employer shall notify the Union in writing and shall post a notice on the Union Bulletin Board for a period of five (5) working days. Each posting shall contain the following information:

- Nature of position
- Qualification as specified in the Job Description
- Required knowledge and education, skills
- Hours of work
- Wage or salary rate or range

Note: The qualification and requirements shall be those necessary for the position as determined by the employer and will not be changed until proposed changes are reviewed with the Union.

11.02 Employee who wishes to apply for any posted position or vacancy shall make application in writing on forms supplied by the Employer within the five (5) working days set out above and will indicate their qualifications on the application.

11.03 The applicant with the greatest seniority and having the required qualifications shall be appointed to the position.

11.04 The Employer shall notify the Employee and the Union of acceptance or rejection of an employee's application within ten (10) days of the date fixed in the posting for final submission of applications. Should the Union not challenge the Employer's claim then the Employer may fill the vacancy in any manner it sees fit.

11.05 Trial Period

A successful applicant for a posted job will be placed in the job for a trial period not exceeding three (3) months. If the Employee successfully completes the trial period, the Employee will be classified into the new job. If the Employee is unable to successfully perform the functions of the new job during the trial period then the Employee will be returned to their former position at their former rate of pay, as will any other Employee in the bargaining unit who was promoted or transferred by reasons of such placing.

11.06 Transfer Outside the Bargaining Unit

No employee shall be transferred to a position outside of the bargaining unit against their will.

ARTICLE 12 - LEAD HAND

12.01 (a) The Employer recognizes the benefits of having someone in charge of a work crew.

(b) Where there is a crew of three (3) or more Employees and the site or project is not directly supervised by a foreman or superintendent, the most suitable full-time Employee will be appointed at the discretion of the superintendent as lead hand to supervise the crew unless impracticable to do so.

(c) This appointment will be made by and at the sole discretion of the Superintendent and the foremen prior to the deployment of the crew. The appointment will be for the duration of the project that day, but no less than four (4) hours.

(e) Additional compensation for the Employee charged with the responsibility of lead hand will be as outlined in Schedule "A".

- (f) No additional compensation will be provided when an Employee is receiving compensation under Article 14.04.

ARTICLE 13 - HOURS OF WORK AND REST PERIODS

13.01 Roads and Water Employees

- (a) The normal work week shall be forty (40) hours per week. The normal work day shall be from 7:00 a.m. to 3:30 p.m., with a one-half (1/2) hour unpaid lunch, Monday to Friday inclusive.
- (b) Inclement weather may cause hours to fluctuate, particularly during the winter months.
- (c) Four Day Work Week
- (i) The four (4) day work week shall only apply to the Roads Employees,
- (ii) One-half (1/2) of the affected employees will work Monday to Thursday inclusive, while the other one-half (1/2) of the affected employees will work Tuesday to Friday.
- (iii) The normal work day shall consist of ten (10) hours - 6:30 am to 4:30 pm with one-half (1/2) hour paid lunch.
- (iv) The affected employees shall rotate between the two schedules at the midpoint of the four-day work week season, but due to the timing of the bi-weekly pay period they shall not acquire overtime as a result of the change.
- (v) The Four (4) day work week shall commence on the Thursday of the first pay period the Victoria Day Weekend and shall cease on the Wednesday of the last pay period which includes Labour Day.
- (vi) Notwithstanding the provisions of Article 14.02(a) and 14.02(c), any overtime worked during the four (4) day work schedule shall not be paid, but shall be banked and taken as time off in lieu of overtime pay, the exception to the foregoing is work performed on a Paid Holiday as specified in Article 15.01.
- (vii) With the exception of overtime pay, any Paid Holiday as specified in Article 15 occurring during the foregoing schedule shall be paid as follows:
- If the employee would normally be scheduled to work on the Paid Holiday, the employee will receive ten (10) hours pay.

- If the employee would normally be scheduled off work on the Paid Holiday, the employee will receive the next scheduled working day off.
- (viii) For each scheduled working day of vacation taken during the foregoing schedule, an employee will be deemed to have used ten (10) hours of vacation entitlement.
- (ix) For the purposes of Article 17, during the foregoing schedule, the normal rate of pay shall be ten (10) hours for each normally scheduled working day missed due to illness or non-occupational accident.
- (x) Any paid leave of absence taken during the foregoing schedule shall be compensated at the rate of ten (10) hours per day.

13.02 Park and Recreation Employees

- (a) The normal work week during shifts as a parks and recreation Employee shall be forty (40) hours per week comprised of four (4) consecutive ten (10) hour shifts, with one-half (1/2) hour paid lunch and Employees will be scheduled to meet the needs of the Parks and Recreation Department. During the ice season, at the direction of the Employer, staff may be assigned based on a seniority and voluntary basis to a permanent ice season comprised of five (5) consecutive eight (8) hour shifts. During the ice season, the regular shifts shall be as follows:

Shift 1: 6:00 am – 2:00 pm
Shift 2: 2:00 pm – 12:00 am

When ice is out of the arena, the hours of work shall be 7:00 am to 3:30 pm with a one-half (1/2) hour unpaid lunch. This shall commence on the first pay period before Easter weekend, and end on the pay period following the Victoria Day Weekend.

- (b) Employees will be scheduled to meet the needs of the Parks & Recreation Department.
- (c) Shift changes may be made at the discretion of the Employer subject to the mutual consent of the bargaining unit employees and such that the appropriate level of service is maintained.

13.03 Bridge Operators

- (a) The normal work week during shifts as a bridge operator shall be forty (40) hours per week comprised of four (4) consecutive ten (10) hour shifts, with a one-half (1/2) hour paid lunch.

- (b) Employees will be scheduled to meet the needs of the navigable waterway and/or maintenance of the lift bridge with the schedule to be prepared annually by the Director of Infrastructure and Community Services or designate.

The hours of work shall be as specified in 13.03(a), (b) and 13.05.

13.04 Facilities Operator/Seasonal Bridge Operator

- (a) Article 13.03 applies for employees while fulfilling the duties of the Bridge Operator.
- (b) Article 13.02 applies for employees while fulfilling the duties of the Facilities Operator.
- (c) Shift changes may be made at the discretion of the Superintendent subject to the mutual consent of the bargaining unit employees and such that the appropriate level of service is maintained.

13.05 General

Employees who report for work on any shift for which they are scheduled and for which they have not been notified not to report will be guaranteed at least four (4) hours pay except in case of acts of God or any labour dispute or any condition beyond the control of the Employer.

13.06 Rest Periods

Employees shall be granted one (1) fifteen (15) paid minute break in each half of their shift. Employees exceeding the allotted fifteen (15) minute period may be subject to disciplinary action.

13.07 Extended Hours of Work Rest Periods Roads and Water/Wastewater

To allow for appropriate rest periods during extended hours of work such as winter maintenance and/or sewer/water main breaks the following rest time schedule will be implemented:

- (a) Any hours worked between 0000 hours and 0330 hours in excess of three (3) accumulative hours, the employee will have their normal start time adjusted to 12:30 for that day and the finish time will remain the same as outlined in the contract Article 13.01 (a)
- (b) Any hours worked between 0300 hours and the normal start time for that day in excess of three (3) accumulative hours, the employees finish time for that day will be 1130 hours.
- (c) Any hours worked between 0000 hours and their normal start time for that day in excess of five (5) accumulative hours, the employee shall be entitled to eight (8) hours paid time off during normal working hours (0700 to 1530 or as applicable) for that day.

(d) Should the employee be required to continue working during the rest period(s) outlined in (a) and/or (b) and/or (c) above, the employee shall be paid at time and a half their normal basic rate, as per the collective agreement.

(e) Sixteen hours of work in a twenty four (24) hour period will be considered the maximum under all but extreme situations.

ARTICLE 14 - OVERTIME

14.01 Overtime must be authorized by the Employer and shall be paid at the rate of time and one-half of the Employee's basic straight time hourly rate for all hours worked either in excess of the Employee's normal work week or normal work day.

14.02 (a) Employees shall normally receive overtime pay in the pay cheque immediately following the hours worked. However, Employees may indicate on their time card their wish to bank their overtime for use as time off in lieu of overtime pay. Such time in lieu shall accumulate at the rate of one and one-half hours of time in lieu for each overtime hour worked to a maximum of eighty (80) hours accumulated per calendar year. Where applicable, an Employee may bank up to an additional twenty-four (24) accumulated hours to be taken as time off in lieu of the regularly scheduled work days between December 27th and 31st of each year. Such days must be indicated specifically for the foregoing purpose. Where an Employee cannot take the foregoing work days off between December 27th and December 31st due to mandatory scheduling requirements, the Employee may take the additional 24 cumulative hours off by March 31st of the following year.

(b) Such overtime hours to their credit may be taken as time off work at any time proposed by the Employee, provided it is acceptable to the Employer.

(c) Employees shall be notified when they have accumulated eighty (80) hours of time off in lieu of overtime pay, and all overtime pay earned thereafter shall automatically be paid on the following pay day.

(d) If the accumulated time is not used it shall be paid as overtime pay to the Employee on the last pay period of each-calendar year or in the next pay period of the following calendar year at the rate that the overtime pay was accumulated.

(e) Notwithstanding the foregoing, an employee may be able to save their banked overtime in their last two (2) years prior to retirement to a maximum of eighty (80) hours per year but not inclusive of the twenty-four (24) hours banked for the Christmas shut down. Such banked time is to be taken immediately prior to their retirement. The Employee must notify the employer prior to December 31, of the year prior to the Employee's last two (2) years of employment.

Note: For the purpose of this collective agreement, the calendar year means January 1 to December 31.

14.03 Roads and Water Employees

Roads and water Employees who are required to work on a Sunday shall be paid overtime pay equivalent to two (2) times the basic straight time hourly rate or shall accumulate banked hours at the rate of two (2) hours of time in lieu for every hour worked on a Sunday.

14.04 On Call/Patrol Duties

a) Winter season shall be October 1 to April 30 each year. During this period:

- (i) Patroller – Any Employee performing the role of winter patroller will be provided a cell phone. And shall receive a weekly patroller rate plus compensation at the appropriate rate for any hours worked.

Year	Patroller Rate
2024	\$66 per day

- (ii) On Call – Any Employee required to perform standby duties will be provided a cell phone and a vehicle; will be required to be available outside of normal working hours to perform winter control duties should the need arise. And shall receive a daily standby rate plus compensation at the appropriate rate for any hours worked.

Year	Standby Rate
2024	\$66 per day

b) Summer Season shall be May 1 to September 30 each year.

- (i) On- Call - Any Employee required to perform ‘on-call’ duties will be provided with a cell phone and vehicle. This Employee will be responsible for:
 - The deployment of manpower after regular working hours should the need arise;
 - The performance of emergency duties
 And shall receive a daily ‘on-call’ rate plus compensation at the appropriate rate for any hours worked.

Year	On-Call Rate
2024	\$66 per day

c) Bridge Employees

On-Call – Any Employee when required to perform ‘on-call’ duties will be provided a cell phone. This Employee will be responsible for:

- (i) The operation of the Lift Bridge outside normal working hours And shall receive a daily 'on-call' rate plus compensation at the appropriate rate for any hours worked.

Year	On-Call Rate
2024	\$66 per day

d) Water Employees

On Call – Any Employee when required to perform standby duties will be provided a cell phone and vehicle. The Employee will be required to be available outside of normal working hours to perform emergency water duties. And shall receive a daily standby rate plus be compensated the appropriate rate for any hours worked plus an additional ½ hour for each non response call.

Year	On-Call Rate
2024	\$66 per day

14.05 An employee who is called in for emergency work outside their normal working hours shall be paid a minimum two (2) hours pay at the appropriate rate of pay.

14.06 Recreation Employees and Recreation/Bridge Employees, when working in the arenas on a seven day schedule shall have hours worked on the sixth day paid at time and one-half, on the seventh day paid at double time.

14.07 Bridge Employees, Recreation Employees and Recreation/Bridge Employees while working after 4:00 p.m. shall receive a shift premium on all regular hours worked any overtime hours shall be compensated at the overtime premium.

Year	Shift Premium Per Hour
2024	\$2.00

ARTICLE 15 - PAID HOLIDAYS

15.01 For the purpose of this Agreement, the following shall be recognized as Paid Holidays:

- | | |
|-----------------------------------|------------------|
| New Year's Day | Civic Holiday |
| Family Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Easter Monday | Christmas Day |
| Victoria Day | Boxing Day |
| July 1 st (Canada Day) | |

One floating holiday per calendar year

Last half working day before Christmas Day

Last half working day before New Year's Day

15.02 All Regular Employees will qualify and receive pay for the Paid Holidays listed in Article 15.01 in accordance with the *Employment Standards Act, 2000*, provided that the Employee is not:

- (a) in receipt of Workplace Safety and Insurance Board total disability benefits;
- (b) in receipt of Short Term Disability/Long Term Disability benefits;
- (c) on an unpaid Leave of Absence;
- (d) laid off; or
- (e) on suspension.

15.03 For the purpose of computing overtime in any week which includes a Paid Holiday, the number of hours in one normal work day shall be deducted from the number of hours of work in the normal work week and overtime shall be payable for every hour worked in excess of the resulting number.

15.04 If the Paid Holiday should fall on a Saturday, the Paid Holiday shall be observed on Friday. If the Paid Holiday should fall on a Sunday, the Paid Holiday shall be observed on Monday. Otherwise, after consultation with the Union and upon mutual agreement, another day adjacent to the weekend or paid holiday shall be observed as the paid holiday in lieu of the Saturday or Sunday.

15.05 Employees required to work on a Paid Holiday shall receive pay at the rate of two (2) times the Employee's regular rate for all hours actually worked on the Paid Holiday and either:

- (a) a day off at a mutually agreeable time not more than twelve (12) months after the Paid Holiday; or

- (b) one day's pay at their regular rate.

ARTICLE 16 - VACATIONS - REGULAR EMPLOYEES

- 16.01 (a) All regular employees shall receive an annual vacation with pay in accordance with the Employee's years of employment as follows.

Less than 1 year	one day per completed month of employment to a maximum of 80 hours
1 year but less than 3 years as of Dec. 31	80 hours
3 years but less than 8 years as of Dec. 31	120 hours
8 years but less than 15 years as of Dec. 31	160 hours
15 years but less than 23 years as of Dec. 31	200 hours
23 years but less than 30 years as of Dec. 31	240 hours
30 years	240 hours + 8 hours
31 years	240 hours + 16 hours
32 years	240 hours + 24 hours
33 years	240 hours + 32 hours
34 years	240 hours + 40 hours

- (b) Vacation shall be calculated and taken in the calendar year in which it is earned, unless within the last two years prior to retirement, the employee requests to forego their vacation or any part thereof in order to take such immediately prior to their retirement, provided the employee notifies the Employer by December 31st of the year prior to the employee's last two years of employment.

If an Employee is required to work a day or any portion of a day during scheduled vacation between Christmas Day and New Years Day, another day off in lieu of time worked will be granted by the Employer no more than twelve (12) months after the time worked at a mutually agreeable time.

- 16.02 If a Paid Holiday occurs during an Employee's vacation, the Employee will receive an additional day off in addition to their regular vacation time.
- 16.03 Employees leaving their employment with the Employer for any reason shall receive payment for unused vacation credits earned to the date of termination in accordance with the above and with the *Employment Standards Act, 2000* and amendments

thereto. An Employee who leaves their employment in a calendar year after having taken that year's vacation will be required to pay back to the Employer any amount of vacation pay received over and above the amount earned on the basis of service.

- 16.04 By March 15th of each calendar year, each department shall post a vacation list and Employees shall indicate their preference for a vacation period by April 1st. The Superintendent then shall set the vacation period, making every attempt to accommodate requests. The employee's vacation shall not be changed unless mutually agreed to by the employee and their supervisor. In the event that granting all requests for a particular vacation period would adversely affect the efficient functioning of the department, seniority will determine who will be given the vacation period originally requested. Any choices made by employees after April 1st shall be granted on a first come basis.

16.05 Seasonal Employees

Roads, Water/Wastewater, Parks and Recreation, and Bridge Operators seasonal employees will receive vacation pay equivalent to 4 (four) % of their hourly rates in addition to their wage.

ARTICLE 17 - SICK LEAVE FOR REGULAR EMPLOYEES

- 17.01 Upon providing medical evidence satisfactory to the Employer, the Employer will pay full wages at the Employee's normal rate of pay for bona fide sickness/disability for three (3) weeks. After three (3) and up to seventeen (17) weeks, payment will be seventy-five (75%) percent of normal earnings. Coverage for sickness and disability beyond seventeen weeks (17) will be as set out in Article 22.01.
- 17.02 When an Employee is able to return to work, if required, the Union and the Employer shall meet to discuss the feasibility of modifying the injured or ill Employee's job to meet their needs.

ARTICLE 18 - BEREAVEMENT LEAVE

- 18.01 An Employee shall be granted five (5) scheduled working days without loss of pay/benefits for the death of their spouse; child; mother (step); father (step); grandparent (step); sister (step); brother (step); grandchild (step)

An Employee shall be granted four (4) scheduled working days without loss of pay/benefits for the death of their legal guardian; ward; fiancé; mother-in law; father-in law; sister or brother in law; grandparent-in-law.

Paid days outlined above are to be utilized within the two-week period following the day the death occurred. An Employee shall have the ability to reduce the paid grieving of a family member identified above where the internment or service is held outside of the two-week period for the days that would have been a regularly scheduled working day.

18.02 An Employee shall be granted two (2) scheduled working days without loss of pay/benefit upon the death of an Employee's (not their spouses) aunt; uncle; niece; or nephew. Such leave shall be completed by the end of the second scheduled working day following the funeral.

18.03 (a) An Employee shall be granted the necessary time off to attend the funeral of a fallen co-worker currently working in the same department so long as the municipality can fulfill its level of service.

(b) An Employee shall be granted one (1) day to attend as a pall bearer if the funeral is scheduled for a day which would normally have been a working day.

ARTICLE 19 - PERSONAL & UNION LEAVE OF ABSENCE

19.01 The Employer may grant a leave of absence without pay to any Employee for legitimate personal reasons.

19.02 Employees who have been granted a leave of absence pursuant to Article 19.01 will not be considered to be laid off and their seniority shall continue to accumulate during each absence.

19.03 Employees who have been granted a leave of absence pursuant to Article 19.01 will not engage in gainful employment while on such leave or utilize a leave of absence for purposes other than those for which it was granted. If an Employee does engage in gainful employment while on such leave of absence or utilizes the leave of absence for purposes other than those for which it was granted, they may, at the discretion of the Employer be deemed to have quit in accordance with Article 10.01(c).

19.04 Notwithstanding the foregoing, an Employee may accept temporary employment with the Union or any of its affiliates and upon request, shall be granted a leave for such employment which shall not exceed two (2) years.

19.05 Leave of absence without pay but without loss of benefits shall be allowed for Employees to attend conferences or seminars of CUPE, its affiliated or chartered bodies and any labour organizations with which the Union is affiliated. In such case, the Employer shall pay the Employee their regular wage and bill the Union for the expenditure.

19.06 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.

ARTICLE 20 - JURY DUTY

20.01 The Employer shall grant a leave of absence without loss of seniority to an Employee who is required by subpoena to serve as a juror or crown witness in any Court. The Employer shall pay the Employee the difference between the Employee's normal earnings and the payment the Employee receives for jury service or witness fees,

excluding payment for travelling, meals or other expenses, providing the Employee presents proof of service of a subpoena and the amount of payment received.

ARTICLE 21 - WAGES

21.01 The wage rates in effect during the term of this Agreement are set forth in Schedule "A" which is attached hereto and forms part of this Agreement.

ARTICLE 22 - HEALTH AND WELFARE FOR REGULAR EMPLOYEES

22.01 The Employer agrees to pay one hundred (100%) percent of the premium for the following coverage for each regular Employee:

- (a) Long term disability coverage providing 2/3 of normal earnings (up to a maximum of \$3,500) to age 65 as per the terms and conditions of the carrier.
- (b) Life Insurance including an Accidental Death and Dismemberment Clause. Coverage will be equal to one and one-half (1 ½) times the annual regular wages rounded to the next highest One Thousand (\$1,000.00) Dollars, as per Schedule "A". This will be reduced to 50% at age 65 and terminated at age 70.
- (c) Basic Dental services 100% coverage; major restorative services (including crowns, bridges and denture) 80% coverage to a maximum of \$1,500 per calendar year and orthodontic services 50% coverage to a maximum of \$3,000 per lifetime. Dental coverage is 100% employer paid.
- (d) Vision Care Plan which provides three hundred (\$300.00) dollars per family member every twelve (12) months. The Employer shall pay the cost of an eye examination to all eligible plan members to a maximum of one hundred (\$100.00) dollars every twenty-four (24) months. Laser eye surgery up to two-thousand (\$2,000.00) per eye, per lifetime.
- (e) Emergency out of province health coverage.
- (f) Supplementary Extended Health Plan, Drugs legally requiring a written prescription plus selected life sustaining over the counter drugs (for example but not limited to – Parkinson, Multiple Sclerosis, Tuberculosis). Generic substitution will be applied to all drugs and the generic can only be replaced if the employee or family member has an adverse medical reaction that is documented by their physician. There is a \$9.00 dispensing fee maximum per prescription. The plan includes 100% co-insurance, and a combined calendar year maximum of \$2,000 for chiropractic, physiotherapy, osteopath and registered massage therapist. A psychologist/psychotherapist/social worker to maximum of \$1000/calendar year.

Please refer to the benefit booklet for information on coverages and applicable contractual provisions.

- (g) The Employer may change carriers for the above plans provided equal or superior benefits are provided.
- (h) Life Insurance Coverage of Thirty-five Thousand (\$35,000.00) Dollars for retired Regular Employees to age 65.
- (i) The Employer shall pay the cost of an employee assistance programme.

- 22.02 All regular 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.
- 22.03 The Employer agrees to pay one hundred percent (100%) of the premium for the benefits described in article 22.01(c, d, e and f) to age 65 for employees who retire with an unreduced OMERS Pension, during the term of this agreement.
- 22.04 When an employee is absent from work as a result of an accident or occupational disease within the meaning of Workplace Safety and Insurance Act and qualifies for WSIB loss of earnings benefits, they shall receive 100% of their net salary (what they received prior to the accident or occupational disease with continuous OMERS contributions) per schedule A of the Collective Agreement, without deductions from their sick time, if any.

ARTICLE 23 - STRIKES AND LOCKOUTS

- 23.01 There shall be no strikes or lockouts so long as this Agreement continues to operate.

ARTICLE 24 - GENERAL

- 24.01 All correspondence between the parties arising out of this Agreement or incidental thereto shall, unless otherwise provided, pass to and from the Director of Physical Services or designate of the municipality and the Unit Chairperson.
- 24.02 Employees shall receive their pay on a bi-weekly basis, pay days being Fridays.
- 24.03 Upon prior approval of the Employer, the Employer shall reimburse each employee, upon the production of receipt(s), the cost for the attainment and maintenance of licences and required memberships needed by the employees for the performance of their duties.
- 24.04 The Employer agrees to establish a notice board for the use of the Union for posting of official notices. All such notices must be signed by the proper officer of the Union and must be submitted to the Superintendent or designate for approval prior to posting.
- 24.05 (a) Employees shall have the right to review their personnel file and to have copies

made provided they make their request, in writing, to the Chief Administrative Officer (CAO), or designate, two (2) business days in advance of the review.

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

24.06 Terms and Reference for the JE plan be incorporated into the Collective Agreement with the actual document be attached as Appendix A.

ARTICLE 25 – UNIFORM AND CLOTHING ALLOWANCE

- 25.01 (a) Upon hire and annually during each year of employment, Roads and Parks/Recreation and Solid Waste Employees will receive \$650 per year for the purchase of safety clothing (including boots) upon presentation of receipts from the employer's choice of vendor.
- (b) Parks and Recreation employees will be provided with a winter weight jacket and a sweatshirt with Municipal Staff markings to be replaced as necessary at the discretion of the Director of Infrastructure and Community Services or their designate.
- (c) Upon hire and annually during each year of employment, Water Employees will receive \$800 per year for purchase of safety clothing (including boots) upon presentation of receipts from the employer's choice of vendor.
- (d) Upon hire and annually during each year of employment, seasonal Bridge employees shall be entitled to one (1) pair of C.S.A. approved safety boots to the maximum of \$250.00 upon presentation of a receipt from the employer's choice of vendor. Coveralls and orange safety vest which will be available at the bridge for the employee's to use.

ARTICLE 26 – AMALGAMATION

26.01 In the event the Corporation participates in or is involved in amalgamation, consolidation or merger of the Corporation or all or part of the departments covered by the collective agreement with any other entity, or transfer, or disposition, privatization or joint venture in respect of all or part of departments covered by the collective agreement, the Corporation shall immediately consult with the Union, providing available information leading to issues dealing with seniority, services and benefits.

ARTICLE 27 – BIRTH OF CHILD OR GRANDCHILD

27.01 In the case of the birth of a child, the Employee shall be granted three (3) consecutive working days off with pay. In the case of the birth of a grandchild, the Employee shall be

granted one (1) working day off with pay at a mutually agreeable time within one week of the birth.

ARTICLE 28 - DURATION


28.01 Except as otherwise provided, this Agreement shall become effective on the first day of January, 2024, and shall continue in force until the 31st day of December, 2026 and from year to year thereafter, unless either party notifies the other in writing, not less than thirty (30) days and not more than ninety (90) days prior to the expiry date of this Agreement that it desires to amend or terminate this Agreement.

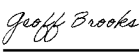
28.02 In the event of such notification being given within the time prescribed in Article 28.01, negotiations between the parties shall begin within fifteen (15) days following such notification or upon such date as the parties may mutually agree upon.

DATED AND EXECUTED at the Municipality of Central Elgin on behalf of the parties hereto by their duly authorized representatives this 2nd day of May, 2024.

FOR:

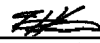
THE CORPORATION OF THE
MUNICIPALITY OF CENTRAL ELGIN

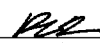

ROBIN GREEN (May 2, 2024 12:08 EDT)
Robin Green



Geoff Brooks


FOR:


THE CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 35


Trevor Smith (May 2, 2024 15:32 EDT)
Trevor Smith


Rob Davie (May 2, 2024 15:34 EDT)
Rob Davie


Trevor Zimmer (May 2, 2024 20:15 EDT)
Trevor Zimmer


cam chinnery (May 2, 2024 19:46 EDT)
Cameron Chinnery


Dan Wagstaff (May 2, 2024 12:19 EDT)
Dan Wagstaff


Matthew Alloway (May 2, 2024 12:24 EDT)
Matt Alloway

SCHEDULE A - OPERATIONS AND RECREATION SECTION

LVL	POSITION	HOURLY RATE OF PAY		
		2024	2025	2026
1	Roads Operator	\$27.20	\$27.75	\$28.30
2	Roads Operator	\$28.06	\$28.62	\$29.19
3	Roads Operator	\$28.92	\$29.50	\$30.09
JOB RATE	Roads Operator	\$29.79	\$30.38	\$30.99
1	Solid Waste Operator	\$27.20	\$27.75	\$28.30
2	Solid Waste Operator	\$28.06	\$28.62	\$29.19
3	Solid Waste Operator	\$28.92	\$29.50	\$30.09
JOB RATE	Solid Waste Operator	\$29.79	\$30.38	\$30.99
1	Utility Locator	\$28.53	\$29.10	\$29.68
2	Utility Locator	\$29.44	\$30.03	\$30.63
3	Utility Locator	\$30.34	\$30.95	\$31.57
JOB RATE	Utility Locator	\$31.25	\$31.88	\$32.51
1	Roads Foreman	\$32.28	\$32.93	\$33.58
2	Roads Foreman	\$33.31	\$33.98	\$34.66
3	Roads Foreman	\$34.34	\$35.03	\$35.73
JOB RATE	Roads Foreman	\$35.37	\$36.08	\$36.80
1	Mechanic/Roads Operator	\$35.18	\$35.89	\$36.61
2	Mechanic/Roads Operator	\$36.28	\$37.00	\$37.74
3	Mechanic/Roads Operator	\$37.37	\$38.12	\$38.88
JOB RATE	Mechanic/Roads Operator	\$38.46	\$39.23	\$40.01
1	Facilities Operator	\$27.20	\$27.75	\$28.30
2	Facilities Operator	\$28.06	\$28.62	\$29.19
3	Facilities Operator	\$28.92	\$29.50	\$30.09
JOB RATE	Facilities Operator	\$29.79	\$30.38	\$30.99
1	Facilities Operator/Seasonal Bridge Operator	\$27.20	\$27.75	\$28.30
2	Facilities Operator/Seasonal Bridge Operator	\$28.06	\$28.62	\$29.19
3	Facilities Operator/Seasonal Bridge Operator	\$28.92	\$29.50	\$30.09
JOB RATE	Facilities Operator/Seasonal Bridge Operator	\$29.79	\$30.38	\$30.99

1	Seasonal Bridge Operator	\$24.00	\$24.48	\$24.97
2	Seasonal Bridge Operator	\$24.75	\$25.25	\$25.75
3	Seasonal Bridge Operator	\$25.51	\$26.02	\$26.54
JOB RATE	Seasonal Bridge Operator	\$26.27	\$26.79	\$27.33
1	Water Foreman	\$33.22	\$33.88	\$34.56
2	Water Foreman	\$34.28	\$34.96	\$35.66
3	Water Foreman	\$35.34	\$36.05	\$36.77
JOB RATE	Water Foreman	\$36.40	\$37.13	\$37.87

SCHEDULE A - WATER/WASTEWATER SECTION

LVL	CLASS OF WATER DISTRIBUTION & SUPPLY OPERATORS CERTIFICATE	PLUS	CLASS OF WASTEWATER OPERATORS LICENCE	HOURLY RATE OF PAY		
				2024	2025	2026
1A	Water Labourer (No Certificate)	Plus	No WW Licence	\$23.06	\$23.52	\$23.99
1B	Water Labourer (No Certificate)	Plus	Either WWT1 or WWC1 Licence	\$23.60	\$24.07	\$24.55
1C	Water Labourer (No Certificate)	Plus	Both WWT1 & WWC1 Licence	\$24.14	\$24.63	\$25.12
1D	Water Labourer (No Certificate)	Plus	Either WW1 & Either WW2 Licence	\$24.81	\$25.31	\$25.82
1E	Water Labourer (No Certificate)	Plus	Both WWT2 & WWC2 Licence	\$25.24	\$25.74	\$26.25
2A	WD & Supply Class O.I.T. (Operator In Training Certificate)	Plus	No WW Licence	\$25.87	\$26.39	\$26.92
2B	WD & Supply Class O.I.T. (Operator In Training Certificate)	Plus	Either WWT1 or WWC1 Licence	\$26.48	\$27.01	\$27.55
2C	WD & Supply Class O.I.T. (Operator In Training Certificate)	Plus	Both WWT1 and WWC1 Licence	\$27.10	\$27.64	\$28.19
2D	WD & Supply Class O.I.T. (Operator In Training Certificate)	Plus	Either WW1 and either WW2 Licence	\$27.85	\$28.41	\$28.98
2E	WD & Supply Class O.I.T. (Operator In Training Certificate)	Plus	Both WWT2 and WWC2 Licence	\$28.33	\$28.89	\$29.47
3A	WD & Supply Class 1 Certificate	Plus	No WW Licence	\$28.53	\$29.10	\$29.68
3B	WD & Supply Class 1 Certificate	Plus	Either WWT1 or WWC1 Licence	\$29.21	\$29.80	\$30.39
3C	WD & Supply Class 1 Certificate	Plus	Both WWT1 & WWC1 Licence	\$29.89	\$30.49	\$31.10
3D	WD & Supply Class 1 Certificate	Plus	Either WW1 & either WW2 Licence	\$30.72	\$31.34	\$31.97
3E	WD & Supply Class 1 Certificate	Plus	Both WWT2 & WWC2 Licence	\$31.25	\$31.88	\$32.51
4A	WD & Supply Class 2 Certificate	Plus	No WW Licence	\$30.41	\$31.01	\$31.63
4B	WD & Supply Class 2 Certificate	Plus	Either WWT1 or WWC1 Licence	\$31.13	\$31.75	\$32.38
4C	WD & Supply Class 2 Certificate	Plus	Both WWT1 & WWC1 Licence	\$31.86	\$32.50	\$33.14
4D	WD & Supply Class 2 Certificate	Plus	Either WW1 & either WW2 Licence	\$32.74	\$33.40	\$34.07
4E	WD & Supply Class 2 Certificate	Plus	Both WWT2 & WWC2 Licence	\$33.31	\$33.98	\$34.66

5A	WD & Supply Class 3 Certificate	Plus	No WW Licence	\$32.28	\$32.93	\$33.58
5B	WD & Supply Class 3 Certificate	Plus	Either WWT1 or WWC1 Licence	\$32.90	\$33.56	\$34.23
5C	WD & Supply Class 3 Certificate	Plus	Both WWT1 & WWC1 Licence	\$33.52	\$34.19	\$34.87
5D	WD & Supply Class 3 Certificate	Plus	either WW1 & either WW2 Licence	\$34.13	\$34.82	\$35.51
5E	WD & Supply Class 3 Certificate	Plus	both WWT2 & WWC2 Licence	\$34.75	\$35.45	\$36.16
5F	WD & Supply Class 3 Certificate		WWT3 and WWC2 Licences	\$35.37	\$36.08	\$36.80

(a) When a licenced mechanic, other than the Mechanic/Roads Operator, is performing mechanic duties he shall receive a premium of \$1.50 for each hour involved.

(b) Lead hand to be paid 10% above job rate; 15% above job rate when covering for the Foreman.

Foreman to be paid an additional 10% above job rate when covering for Supervisor.

(c) In the absence of the Water Foreman, the Water Operator in Charge shall be paid a premium equal to the difference between the position rate of the employee and the Water Foreman rate.

(d) Any new Employees hired as Roads Operators, Facilities Operators, Facilities Operators/Bridge Employees shall start at level 1. An Employee shall proceed to the next level subject to a favourable annual performance appraisal.

(e) Any existing employee that is successful in obtaining a posted position within the Municipality shall be placed on the grid as follows:

(i) An Employee taking a new position with a lower Job Rate shall be placed at the same level which they are leaving, and will accept the new wage applicable to that level.

(ii) An Employee taking a new position with a higher Job Rate shall be placed as follows, depending on the length of service:

- less than three (3) years of service as of December 31st of current year shall be placed at Level 1;
- more than three (3) years, but less than eight (8) years of service, as of December 31st of the current year shall be placed at Level 2;
- more than eight (8) years of service as of December 31st of the current year shall be placed in Level 3.

(iii) Employees outlined in (i) and (ii) above shall proceed to the next level subject to a favourable performance appraisal. Such appraisals shall take place at twelve (12) month intervals from the date of taking the new position.

(iv) Employees temporarily performing the duties of the Utility Locator classification, and where they would receive a higher rate of pay as a result, shall be paid at the same step in the higher classification which they are currently placed, for all hours worked as a Utility Locator.

- (f) Performance appraisals shall be carried out by a panel comprised of the Director of Infrastructure and Community Services, Superintendent and a Foreman (where applicable) from the Union Membership.
- (g) Employees employed as Water Employees as of January 1, 2006 shall not be required to obtain wastewater certificates against the Employee's will and the Employee's employment shall not be jeopardized for not obtaining the wastewater certificate.

LETTER OF UNDERSTANDING

Between

THE MUNICIPALITY OF CENTRAL ELGIN

And


THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 35


It is mutually agreed and understood between the parties, that the attached central Elgin S.C.A.D.A Alarm Paging Compensation Protocol is adopted.

Signed this 2nd day of May, 2024.

FOR:


THE CORPORATION OF THE MUNICIPALITY OF CENTRAL ELGIN



ROBIN GREENALL (May 2, 2024 12:08 EDT)
Robin Green

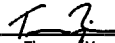

Geoff Brooks


FOR:


THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 35

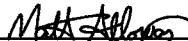

Trevor Smith (May 2, 2024 15:32 EDT)
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Rob Davie (May 2, 2024 15:34 EDT)
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Cameron Chinnery


Dan Wagstaff (May 2, 2024 12:19 EDT)
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Matthew Alloway (May 2, 2024 12:24 EDT)
Matt Alloway

**Central Elgin
S.C.A.D.A. Alarm Paging
Compensation Protocol**

On call operators are compensated at the current rate of \$66.00 per day. This compensation is for being available to field and respond to after hours calls from customers, the office, other utilities or departments and the pre-SCADA auto dialers. With the addition of the SCADA system at all of our sites there will be situations where there are alarm calls from the SCADA system that are considered to be nuisance calls. These SCADA nuisance calls can be an annoyance for the on call operator especially in the middle of the night. The following protocol will outline the compensation that will be given to the on call water/wastewater operators during these situations. It is important to understand that the following compensation is only for SCADA nuisance alarm pages and not other pages or phone calls.

Definitions

- Paging incident, is a page or cluster of pages that occur at approximately the same time period and are or can be attributed to one cause.
- ½ hour grace period, is the 30 minute period following the last official page of a paging incident.
- Normal work day, is the days of the week in which employees worked 8 hours at regular rates of pay, it includes Friday's and Thursdays of long weekends.

Normal Work day 7:00 AM to 3:30 PM

- If an alarm paging incident from SCADA is received during the normal working day and during the normal working hours of 7:00 AM to 3:30 PM, there will be no monetary compensation paid to the on call operator or any other operator.

Outside of Normal Working Evenings 3:30 PM to 7:00 AM

If an alarm paging incident is received in the evening of a normal work day and after the hours of 3:30 PM but before 7:00 AM the following compensation will apply:

- For an incident between the hours of 3:30 PM and 7:00 AM the operator will be compensated for ½ hour of overtime at the employee's rate of pay.
- To be considered an acceptable response under this protocol, the operator shall log on to the SCADA network utilizing the municipal laptop or other computer and review the situation, acknowledge the alarm and take whatever corrective action as required. In the event that the operator chooses to acknowledge the alarm by a telephone, no compensation will be provided.
- There will be no further compensation for any more paging incidents in the ½ hour grace period following the third paging incident.

- Once the ½ hour grace period has expired and if another paging incident occurs the on call operator will be compensated ½ hour of overtime at the employee's rate of pay. Upon receiving this additional paging incident the ½ hour grace period will begin again which means any further pages in the next ½ hour will not be compensated any further.
- If the on call operator deems it necessary to respond to the site of the paging source the operator will be compensated for responding as described in the collective agreement. Although if there were previous paging incidents that were related to this site visit all of the related pages and the site visit will be treated as one call out. In other words all of the related overtime will be added together with a minimum of two hours at the appropriate overtime rate being paid as compensation.

Managements Rights

It is the Water/Wastewater Superintendent's expectation that the on call operator will do what is necessary to deal with emergency situations and nuisance SCADA alarms with out abusing the compensation protocol. If the Water/Wastewater Superintendent determines the on call operator is abusing the protocol to gain more compensation than deemed reasonable the Superintendent reserves the right to make adjustments to said compensation.

LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE MUNICIPALITY OF CENTRAL ELGIN

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 35

Whereas the operation of the Employer's Solid Waste collection is currently contracted out to a third party;

And Whereas the Employer wishes to make a proposal which could result in the Employer operating its Solid Waste collection directly ("the Proposal");

And Whereas the Union wishes to represent the Employer's employees working in the operation of the Solid Waste collection if the Proposal is successful;

And Whereas the Employer wishes to retain the right to contract out the operation of the Solid Waste collection in the future;

Now therefore the parties agree that if the Employer's Proposal is successful and the employer commences collecting garbage and recycling directly:

1. Employees working in the operation of collecting Solid Waste ("Solid Waste Collection Operator Employees") shall be members of the Union's bargaining unit and shall be governed by the Collective Agreement between the parties, except to the extent that the provisions herein are inconsistent with the Collective Agreement, in which case this Letter of Understanding shall govern.
2. Hours of Work- The normal work week shall be forty (40) hours per week. The normal work day shall be from 6:30 a.m. to 4:30 p.m., with one-half (1/2 hour) paid lunch, Tuesday to Friday inclusive. The Lead hand rotation will be working five (5) consecutive eight (8) hour days
3. There shall be no split shifts
4. Inclement weather may cause hours to fluctuate, particularly during the winter months.
5. Where employees maybe required to work on Saturday or Sunday they shall be paid as per article 14.
6. In the event the Employer resumes contracting out the collection of Solid Waste, Solid Waste Collection operators previously employed by the Municipality will be resume

duties in their previous departments with out loss of Seniority previously held in the department. Seniority will accumulate while being employed as a Solid Waste Collection Operator.


7. Any new employees hired as Solid Waste Collection Operators will accumulate seniority according to the current collective agreement and are able to post into any internal unionized positions with the Municipality.
8. As per article 11.05-Trial Period, employees will be placed in the Solid Waste Collection position not exceeding a three (3) month trial basis and can return to previous position if not successful in the Solid Waste Collection Position.
9. Both parties commit to reviewing this Letter of Understanding on or about June 1, 2021. This Letter of Understanding will not exceed five (5) years unless agreed upon by both parties.
10. The Employer in its sole discretion may, at any time before January 1, 2026, contract out the collection of Solid Waste and the Union shall have no right to file a grievance or otherwise dispute the contracting out in any way, notwithstanding the provisions of Article 5.04 of the Collective Agreement or any subsequent Article in any subsequent Collective Agreement which purports to limit the Employer's right to contract out its services. Prior to the foregoing the Employer shall consult with the Union to provide the Union the opportunity to make submissions regarding means to avoid the contracting out of the solid waste collection. However, the decision on contracting out shall remain the sole decision of the Employer.
11. Operators that will be laid off will have recall rights up to twenty four (24) months from lay off.
12. The Employer shall endeavour to provide the Union with as much advance notice as possible of any such contracting out.

This letter shall be appended to and deemed part of the Collective Agreement.

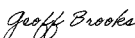
Signed this 2nd day of May, 2024.

FOR:

THE CORPORATION OF THE
MUNICIPALITY OF CENTRAL ELGIN


ROBIN GREEN (May 2, 2024 12:08 EDT)


Robin Green




Geoff Brooks

FOR:


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EMPLOYEES, LOCAL 35


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LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE MUNICIPALITY OF CENTRAL ELGIN

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 35.3

Sick Leave For Regular Employees

Without prejudice, the Parties agree to engage in discussions related to sick time, and potential amendments to the plan through the Labour Management process in accordance with Article 6.05. It is understood that any amendment to the plan are subject to ratification between the respective parties.


Signed this 2nd day of May, 2024.

FOR:


FOR:

THE CORPORATION OF THE
MUNICIPALITY OF CENTRAL ELGIN

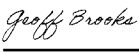
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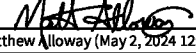
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