

COLLECTIVE AGREEMENT

BETWEEN:

THE CORPORATION OF THE TOWN OF COCHRANE
(Hereinafter called the "Employer")

PARTY OF THE FIRST PART

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 71, CLC
(Hereinafter called the "Union")

PARTY OF THE SECOND PART

JANUARY 1, 2022

To

DECEMBER 31, 2025

TABLE OF CONTENTS

TABLE OF CONTENTS	2
Article 1 - Preamble	3
Article 2 - Scope	3
Article 3 - Recognition	4
Article 4 - No Discrimination	4
Article 5 - Management Rights	5
Article 6 - No Strikes or Lockouts	5
Article 7 - Check-off of Union Dues	5
Article 8 – New Employees	6
Article 9 - Grievance Procedure	6
Article 10 - Arbitration	8
Article 11 - Union Committees	9
Article 12 - Seniority	10
Article 13 - Job Postings and Staff Changes	13
Article 14 - Layoffs and Recalls	14
Article 15 - Relieving in Higher Grades	15
Article 16 - Hours of Work	15
Article 17 - Leave of Absence	19
Article 18 - Bulletin Boards	20
Article 19 - Employee Benefits	20
Sick Leave Provision	22
Early Retirement Benefits	22
Article 20 - Paid Holidays	22
Article 21 - Annual Vacations	23
Article 22 - Special Leave	24
Bereavement Leave	25
Article 23 - Supply of Safety Boots	26
Article 24 - Miscellaneous	26
Article 25 - Term of Agreement	26
Article 26 - Wage Rates	27

Article 1 - Preamble

BETWEEN:

The Council of the Corporation of the Town of Cochrane (hereinafter referred to as the Employer) And the Canadian Union of Public Employees – Local 71 (hereinafter referred to as the Union)

And

WHEREAS, the Union has the sole right to negotiate and conclude a Collective Agreement on behalf of the employees covered under this Collective Agreement (being Local 71) pursuant to the Ontario Labour Relations Act; and

WHEREAS, the Parties are mutually desirous of entering into a Collective Agreement, with the intent and purpose to:

- 1.01.1 To maintain and improve the harmonious relations and settled conditions of employment between the Employer and the Union;
- 1.01.2 To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, and services;
- 1.01.3 To encourage efficiency of operation;
- 1.01.4 To promote the morale, well-being and security of all the employees in the Bargaining Unit of the Union;
- 1.01.5 To maintain a high standard of care for children and promoting their intellectual, physical and emotional development.

Now therefore, the Parties **hereto mutually** agree as follows:

Article 2 - Scope

- 2.01 The Employer recognises the Canadian Union of Public Employees and its Local 71 as the sole and exclusive bargaining agent for all of its Employees save and except Chief Administrative Officer, Clerk, Deputy Clerk, Treasurer, Municipal Engineer, Director of Operations, Assistant Director of Operations, Provincial Offences Act Manager, Fire Chief, Foreman, those persons above the rank of Foreman; the Cochrane Child Care Administrator and persons above the rank Administrator, Deputy-Treasurer, Community Services Manager, Executive Assistant to the Community Services Manager, Civil Engineering Manager, By-Law Enforcement Officer/Building Inspector, HR Manager, Director of Protective Services, Director of Community Services, Director of Infrastructure Services, Director of Corporate Services and Economic Development Officer.
- 2.02 Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit provided that the act of performing the

forementioned operations, in itself, does not reduce the hours of work or pay for any employee.

- 2.03 It is agreed that Students employed during their normal school vacation periods (from April 1st to September 15th) shall be excluded from the provisions of the Agreement. It is understood that students will not work overtime where there are available employees to perform such overtime.
- 2.04 The Employer hereby consents and agrees to negotiate with the Union, or any of its authorised committees concerning all matters affecting the relationship between the Parties of this Agreement, looking toward a peaceful and amicable settlement of any differences that may arise between them.
- 2.05 The use of trades cooperative students and/or youth interns under government sponsored programs, on a limited basis is agreed to by the parties. Both trades cooperative students and youth interns shall be excluded from provisions of the Agreement. Trades cooperative students will be paid the labourer rate within the specific department as per the Agreement.

If an intern position becomes a full time position, it will be reviewed by the Labour Management Committee to determine bargaining unit status.

Article 3 - Recognition

- 3.01 The Employer hereby recognises the Union as the sole and exclusive bargaining agent for all employees covered by Article 2 of this Agreement, with respect to hours of work, wages and working conditions, and all other matters pertaining to this Agreement.
- 3.02 The Union shall be notified of all promotions, demotions, hiring, layoffs, transfers, recalls, resignations, retirements, deaths or other terminations of employment which affect employees within the bargaining unit, within ten (10) working days. The Employer shall forward all **written** correspondence to the Chief Steward and the **President of the local**.
- 3.03 **The Union and the Employer agree to have a gender-neutral collective agreement and to replace every gendered pronoun (he/she) and replace it with a gender-neutral pronoun “they” or gender-neutral language “an employee”. References to maternity leave and references to female employees or mothers will be replaced with the phrase “birthing parent” or pregnant employee”.**

Article 4 - No Discrimination

- 4.01 **That the Employer and the Union agree that there shall be no discrimination, interference, restrictions, or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, lay-off, recall, discipline, discharge, or otherwise by reason of age, race, creed, color, national origin, political or religious affiliation, sex, sexual orientation, nor by**

reason of their membership or activity in the Union.

- 4.02 When harassment and discrimination is identified in the workplace, the Harassment/Discrimination Policy will be adhered to.**

Article 5 - Management Rights

- 5.01 The Union agrees that the Employer has and shall retain the exclusive right to manage and direct its operations in all matters, which are not specifically restricted by this Agreement.**
- 5.02 The Employer agrees that these functions shall be in conjunction with all conditions and provisions of this Agreement, and further that they will be exercised in a manner consistent with the general purpose and intent of this Agreement and subject to the employee's right to lodge a grievance as set forth herein.**

Article 6 - No Strikes or Lockouts

- 6.01 In view of the orderly procedure established herein for the disposition of employees' complaints and grievances, the Employer agrees that it will cause or direct no lockouts of its employees for the duration of this Agreement.**
- 6.02 The Union agrees that there will be no strikes or picketing, slowdowns or stoppage of work or collective action, which will stop or interfere with the functioning of the Employer's services for the duration of this Agreement. The Employer shall have the right to discharge or otherwise discipline employees who take part in, or instigate a strike, picketing, stoppage or slowdown, but claim of unjust discharge or treatment may be the subject of a grievance and dealt with as provided in Article 8, Grievance Procedure.**

Article 7 – Check-off of Union Dues

- 7.01 The Employer shall deduct from every employee, on every pay period of each month, any dues or assessments levied in accordance with the Union's request.**
- 7.02 Deductions shall be forwarded to the National Secretary-Treasurer of the Union, no later than the 10th day of the month following in which the dues were deducted, accompanied by a list of the names of all employees from whose wages the deductions have been made, showing any deletions or additions.**
- 7.03 The Employer agrees to indicate on the Income Tax (T-4) slips, the amount of union dues paid by each employee in the previous calendar year.**
- 7.04 The Employer agrees to hand out a copy of this Agreement to new employees, and a copy to all employees each time the Agreement is renewed.**
- 7.05 The Union shall save the Employer harmless with respect of any deductions and/or remittances made pursuant to Article 7.**

Article 8 – New Employees

The Employer agrees to acquaint new employees with the fact that a Union agreement is in effect and with the conditions of employment set out in the articles dealing with union security and dues check off.

The Employer agrees that a Local Union representative will be given the opportunity to meet each newly hired union employee once during the employee's first week of employment or when it is mutually agreed upon by both parties, for the purpose of advising such employee of the existence of the Union and of their rights and obligations under the terms of this Agreement. Such meeting may take place on the Employer's premises at a time and location designated by the Employer for such meeting and shall not exceed fifteen (15) minutes duration.

Copies of Agreement

On commencing employment, the Employer will provide the new employees with a copy of the Collective Agreement and shall introduce the new employee to the union steward or representative.

Article 9 - Grievance Procedure

- 9.01 In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the right of the Union to appoint or elect a reasonable number of Stewards, who shall be employees of the Employer, whose duty shall be to assist any employee which the Stewards represent, in preparing and in presenting **their** grievance in accordance with the grievance procedure.
- 9.02 The Union shall notify the Employer in writing of the name of each Steward before the Employer shall be required to recognize **them**.
- 9.03 The stewards so selected shall constitute the Grievance Committee so long as they remain employees or until their successors are chosen.
- 9.04 The Stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while investigating disputes and presenting adjustments as provided in this Article.
- 9.05 Each Steward is employed to perform full time work for the Employer and that **they** will not leave **their** work during working hours except to perform **their** duties under this Agreement. A request for such leave shall be made at least two (2) days in advance in order to provide proper notice to the Employer. Therefore, no Steward shall leave **their** work without obtaining the permission of **their** supervisor; a decision shall be given within a reasonable time.
- 9.06 **The Union Steward shall not suffer any loss of pay for time spent in the performance of their duties involving a grievance.**

- 9.07 A Grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of **this Collective Agreement**.
- 9.08 Grievances may be submitted provided that not more than five (5) working days have elapsed since the discovery of the alleged grievance.
- 9.09 Grievances and replies to grievances shall be in writing at all stages. An earnest effort shall be made to settle any grievance fairly and promptly **and in accordance with this Collective Agreement** in the following manner;
- 9.10 **The grievance shall be submitted in writing, stating the Article claimed to have been violated, the nature of the grievance and the redress sought.**

Step #1

It is the mutual desire of the parties hereto that complaints should be addressed as quickly as possible and it is understood that an employee has no grievance until the employee has first given their immediate supervisor the opportunity of addressing the complaint. Such complaint shall be discussed with the immediate supervisor within five (5) working days from the event given rise to the complaint or from when the employee should have reasonably become aware of the event giving rise to the complaint. Failing settlement within five (5) working days, the matter may be taken up as a grievance – Step # 2 within five (5) working days following the supervisor's decision.

Step #2

If the Union Steward considers the grievance to be justified, the employee(s) concerned, together with the Steward, shall first seek to settle the dispute with the **Department Director**.

Step #3

Failing satisfactory settlement within five (5) working days after the dispute was submitted under Step #2, the employee(s) concerned or the Grievance Committee may submit the grievance to the **HR Director** or designated representative. The **HR Director** or designated representative shall render a decision within **ten (10) working days** after receipt of such **grievance**.

Step #4

Failing a satisfactory settlement being reached in Step #3, the Employer or the Union may, within a period of fourteen (14) working days from the date of receipt of the reply **Step # 3**, refer the dispute to Arbitration.

- 9.11 The employee(s) shall have the right to assistance from a Union Representative at Step #3 and thereafter. Such Representatives shall have access to the Employer's premises in order to investigate and assist in the settlement of a grievance, it is understood that such Representatives shall obtain consent from the Employer prior to having access to the Employer's premises. Request for consent shall be made at least forty-eight (48) hours in advance in order to provide proper notice to the Employer.

- 9.12 If an employee is discharged or laid-off without just cause, **they can have their grievance taken up under the Grievance Procedure, starting at Step 2 if presented in writing within five (5) working days after the date of their discharge or layoff.**

Note: Working days is defined as Monday to Friday excluding statutory holidays

Article 10 - Arbitration

- 10.01 When either Party requests that a grievance be submitted to Arbitration, the request shall be made by Registered Mail/Email and addressed to the other Party of the Agreement, indicating the name of its Nominee on an Arbitration Board. Within **ten (10) days** thereafter the other Party shall answer by Registered Mail/Email indicating the name and address of its nominee to the Arbitration Board. The two Arbitrators shall then select an impartial Chairperson.
- 10.02 Notwithstanding Clause #10.01, if both Parties are agreeable, a **Sole Arbitrator may be substituted for a Board of Arbitration. The Jurisdiction of the Arbitrator will conform with this Article. The appointment of a single Arbitrator shall be made by mutual written agreement of the parties. Each party shall pay one-half (1/2) of the fees and expenses of the arbitrator and any costs of the place of hearing of such arbitration if and when the necessity arises.**
- 10.03 If the recipient of the notice fails to appoint an Arbitrator, or if the two (2) nominees fail to agree upon a Chairperson within seven (7) calendar days of the appointment, the appointment shall be made by the Ministry of Labour, upon request of either Party.
- 10.04 The Board may determine its own procedure but shall give full opportunity to all parties to present evidence and make representations to it. It shall hear and determine the difference or allegation and render a decision.
- 10.05 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 and binding and enforceable on all Parties.
- 10.06 In no event shall the Board of Arbitration have the power to change this Agreement or to alter, modify or amend any of its provisions. However, the Board shall have the power to dispose of any discharge, suspension or discipline grievance by an arrangement which in its opinion, it deems just and equitable.
- 10.07 Each Party shall pay:
10.07.1 The fees and expenses of the Nominee it appoints.
10.07.2 One-half (1/2) the fees and expenses of the Chairperson.
- 10.08 The time limits in both the Grievance and Arbitration Procedure may be extended by consent of the Parties to this Agreement.

- 10.09 At Arbitration Procedure, the Parties may have the assistance of the employee(s) concerned as witnesses and any other witnesses and all reasonable arrangements will be made to permit the conferring parties or the Arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.
- 10.10 An employee(s) requested by the Union to attend at Arbitration Hearings shall be granted necessary leave of absence with pay for the purpose of attending at the Hearing. The employee (s) must submit a request for Leave of Absence to the Employer no less than five (5) working days in advance to provide proper notice to the Employer.
- 10.11 Upon mutual consent, the Parties may agree to discuss the use of mediation services to help resolve any outstanding grievances. The Parties will mutually agree to the selection of the mediator and equally share all costs.

Article 11 - Union Committees

- 11.01 The Union shall have the right to appoint or otherwise select Stewards and all members of its Committees provided they are Town Employees in the Bargaining Unit. The Parties will advise each other of their representatives to Committees and shall notify in writing of any changes in the appointments.
- 11.02 The Union shall have the right at any time to have the assistance of Representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer.
- 11.03 The Parties agree that negotiations are to be held during working hours without loss of remuneration to Committee members. The Committee may be comprised of not more than **four (4) members plus the President** from the bargaining unit and the National Representative. An employee who is on a regular day off shall receive another day off in lieu for **their time at the bargaining table provided it does not result in extra costs to the employer.**
- 11.04 The Parties agree to the formation of a Labour Management Committee. The purpose of the Committee is to foster effective and productive communications between the parties and the promotion of constructive and harmonious relationships. **Meetings shall be pre-scheduled on every second month and there shall be the same number of representatives on each side.**
- 11.05 **The Union and the Management agree to meet at least once every three (3) months to discuss matters related to the workplace.**
- 11.06 **It is understood that the Labour Management Committee does not discuss grievances or individual complaints. Grievances and individual complaints are to follow the appropriate process out lined in other article in this Collective Agreement.**
- 11.07 **The Committee shall be composed of an equal number of representatives on each party, and the meetings will be pre-scheduled on a yearly basis.**

- 11.08 **Any representative of the Union's Labour Management Committees, who is in the employ of the Employer, shall have the right to attend meetings held within the working hours without loss of pay.**

Article 12 - Seniority

- 12.01 Seniority is defined as the length of service in the bargaining unit based on the established Full-Time hiring date and shall be used by Full-Time employees in determining preference or priority for promotions, transfers, demotions, layoffs and recalls. Seniority shall operate on a bargaining-unit-wide basis. In the event of a dispute, employees hired upon the same date will have their seniority date determined by a random draw of numbers. Seniority shall be effective from the original date of employment after completion of the probationary period.
- 12.02 A seniority list of all employees covered by this Agreement shall be posted twice yearly. This list will show all employees in order of seniority, and the date of latest entry into the employ of the Employer. Copies of the seniority list will be posted on all applicable bulletin boards and copies shall be supplied to the Union.
- 12.03 Protests regarding seniority standing must be submitted within thirty (30) days of the date of posting. Employees absent from work on an approved leave of absence will be allowed thirty (30) days from their return to work to submit an objection to the seniority list.
- 12.04 Seniority rights shall cease and employment shall be terminated for any of the following reasons:
- 12.04.1 Employee is discharged for just cause and is not reinstated;
 - 12.01.2 Employee voluntarily resigns in writing;
 - 12.04.3 Employee is absent from work in excess of three (3) working days without notifying the Employer;
 - 12.04.4 Employee fails to return to work within fourteen (14) calendar days following a layoff and after being notified by Registered Mail to do so. It shall be the responsibility of the Employee to keep the Employer informed of **their** current address. The refusal of an employee to accept recall to such employment will not result in termination of seniority and will not prejudice **their** right to recall in the twelve (12) month period from date of a layoff.
 - 12.04.5 Employee is laid off for a period longer than twelve (12) consecutive months;
 - 12.04.6 Employee is found consuming alcohol or drugs while on duty or reports for work under the influence of alcohol or non-prescribed drugs.

12.04.7 Seniority shall cease if an employee is absent for any reason for a period of twenty-four (24) consecutive months.

12.04.8 Employee retires.

12.05 Employee Categories

The following definitions will apply with respect to defining the following employee categories:

12.05.1 Probationary Employee:

Is a **newly** hired employee who will serve a probationary period of six (6) months with the Employer. **During this period, the employee and the employer may evaluate the suitability and the right fit for all parties.**

When the probationary period is affected by periods of sickness, accident or leave of absence or lay off, the probationary period may be extended in direct proportion to the time lost. The probationary period may only be extended as a result of mutual agreement by the parties.

During the probationary period, a probationary employee shall be entitled to, after three (3) months of probation, all rights and privileges of this Agreement, except with respect to discharge. The probationary employee may be terminated at any time during the probationary period without recourse to the Grievance Procedure.

12.05.2 Full Time Employee:

Is a person who has completed the probationary period and regularly works more than twenty-four (24) hours per week and makes a commitment to be available on a pre-scheduled basis as required.

12.05.3 Temporary Employee:

A temporary employee is an employee hired for a short-term job, project, incentive or make-work program, and whose employment shall terminate at the end of their term. This includes replacement of persons on birthing parent/parental leave and long-term leaves of absence. Temporary employees do not accrue seniority unless the employee is hired in a full-time or part-time capacity with no break in service between their temporary contract and permanent contract.

12.05.4 Casual Employee:

Is an employee that works on a as needed basis. Such employee has the option of refusing work when it is made available, and the employer is under no obligation to offer work. A casual employee is not a permanent employee and

does not have a predetermined schedule. Casual employees who decline 5 shifts in a 3 month period will be terminated.

Casual employees shall not accrue seniority, except as provided in article 12.05.5.9.

Casual employees shall have no seniority rights for the purpose of bidding for posted jobs in the bargaining unit.

12.05.5 Part-time Employee:

A part-time employee is an employee who is scheduled to work regularly, not more than twenty-four (24) hours per week, and who makes a commitment to be available on a prescheduled basis as required. A part-time employee shall accrue seniority on a prorated basis.

12.05.5.1 Temporary, Part-time and **Casual** employees shall not be entitled to any of the rights or privileges accruing to full time employees, other than what are provided for in this Article 12.05.

12.05.5.2 Temporary and Part-time employees shall be covered under Article 7. - Check-off of Union Dues and Article 16 Hours of Work and clauses 23.01 and 23.02 and be paid in accordance with their job classifications in Appendices "A", "B", "C", "D" and "E" attached hereto.

12.05.5.3 Temporary, Part-time and **Casual** shall be paid for all paid holidays as described in Article 20.01, providing the employee meets the eligibility requirements of the Employment Standards Act.

12.05.5.4 Temporary, Part-time and **Casual** employees shall receive annual vacations in accordance with the Employment Standards Act.

12.05.5.5 In lieu of benefits a Temporary, Part-time and **Casual** employee shall receive four percent (4%) calculated on **their** gross pay per pay period.

12.05.5.6 Temporary, Part-time and **Casual** employees shall not work overtime when Full-time employees are available to perform the work.

12.05.5.7 The Employer shall not use Temporary, Part-time and **Casual** employees as a means of not filling full time vacancies.

12.05.5.8 Work performed by Temporary and Part-time employees shall not reduce the hours of work for full-

time employees.

- 12.05.5.9 Should a Temporary, Part-time and **Casual** employee become a full-time employee **their** seniority date shall be the original date of hire on a pro-rated basis. The conversion rate will either be eight (8) hours or seven (7) hours per day depending on the job classification.

Article 13 - Job Postings and Staff Changes

- 13.01 All new positions which are created and all vacancies which the Employer intends to fill within the Bargaining Unit shall be posted so that full time employees will know about the vacancy or new position and will have an opportunity to apply. In filling new positions and vacancies from within the bargaining unit by full time employees, where the capabilities and qualifications of candidates are equal, the most senior employee shall be selected to fill the vacancy.

The employer agrees to notify all full time employees who are on a leave of absence, vacation, sick leave, WSIB, LTD or absent from work for more than five (5) consecutive days.

- 13.02 Filling of new positions, vacancies as per the above, the Employer shall follow this posting order:

- 13.02.1 Full-Time employees; and no one is qualified, you move to two (2)
13.02.2 Part-time employees; and no one is qualified, you move to three (3)
13.02.3 Outside advertising.

- 13.03 A job posting shall contain the information described in the job description, such as nature of position, qualifications, rate of pay, and the estimated probable duration.

- 13.04 A job posting shall be posted for a minimum of seven (7) calendar days.

- 13.05 Notice of appointments from within the bargaining unit shall be made within four (4) weeks of the posting.

- 13.06 Trial Period

The successful applicant shall be placed on trial for a period not to exceed three (3) months unless the Employer and Union mutually agree to extend the period not to exceed six (6) months. If at any time during the trial period the successful applicant wishes to return to the employees former position, the employee will do so within ten (10) working days and the Employer during this trial period may have the applicant return to employees previous position after (10) working days. Conditional on satisfactory service, such trial promotion shall become regular after the period of (3) months or the agreed extended period. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee finds **themselves** unable or unwilling to perform the duties of the new job classification, **they** shall be returned to **their** former position without loss of

seniority and wage or salary rate for that position.

Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to **their** former position without loss of seniority and wage or salary rate for the position.

13.07 Job Training

The Employer shall inaugurate and maintain a system of "on the job" training so that every employee shall have the opportunity of receiving training and qualifying for promotions. Accordingly, senior employees with the employer's consent, shall be allowed opportunities to learn the work of such positions during regular working hours, without affecting the employees regular rate of pay.

13.08 A temporary vacancy due to an accident, injury, sickness, vacations, leave of absence, temporary transfer, suspension, or a need for additional temporary staff, all for a period not to exceed thirty (30) working days, shall not be posted and shall be filled at the Employer's discretion.

13.09 When an Employee is promoted into a job vacancy, the employee will be placed into the progression grid that provides for an increase in pay from the current regular rate of pay in the previous position.

Article 14 - Layoffs and Recalls

14.01 Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their bargaining-unit-wide seniority, providing they are qualified to do the work. An employee about to be laid off may bump an employee with less seniority, providing the employee exercising the right is qualified to perform the work of the employee with less seniority.

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

14.03 The Employer shall notify all employees who are to be laid off in accordance with provisions of The Employment Standards Act.

14.04 Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a recall, employees shall be recalled in the order of their bargaining-unit-wide seniority, providing they are qualified to do the work.

14.05 No employee of the Employer hired prior to December 31, **2012** shall be laid off because of contracting out. This Article does not apply to the Cochrane Child Care Centre Employees.

Article 15 - Relieving in Higher Grades

- 15.01 The job classifications, rates of pay, hours of work and provisions for overtime shall be set out in Appendices "A", "B", "C", "D" and "E", which shall be attached to this Agreement and which shall become an integral part thereof.
- 15.02 When an Employee is assigned to relieve in a management position, the employee shall be paid a ten (10%) percent premium above this current regular rate of pay while so assigned.
- 15.02.1 When an employee is assigned to a bargaining unit position of higher rating, **they** shall receive the rate for the position in which **they are** assigned for the full period of the assignment.
- 15.03 When an employee is assigned to a bargaining unit position of a lower rating, **they** shall maintain **their** regular rate of pay while so assigned.
- 15.04 When a Teacher's Aid replaces in a Teacher's position, **their** Rate of Pay will be the Teacher's start rate, while relieving.

Article 16 - Hours of Work

- 16.01 **Infrastructure Services Department**
- 16.01.1 The normal workweek shall consist of five (5) consecutive eight (8) hour working days **or four (4 ten (10) hours shifts (by mutual agreement)**, for a total of forty (40) hours per week, between 0600 hours and 1630 hours, Monday to Friday. No eight (8) hour shifts shall be spread over a period longer than eight and one half (8.5) hour, **(and 10 hour shifts spread over a period longer than 10.5 hours)** with one half (1/2) hour off for lunch in any twenty-four (24) hour day. Every employee shall be allowed two (2) consecutive rest days per week.
- The Equipment Operator **assigned to the Waste and Recycling collection truck duties shall be scheduled a normal workweek of four (4) consecutive ten (10) hour shifts between Monday and Friday inclusive between 0700 hours and 1730 hours.**
- The Employer shall prepare and post a work schedule for normal hours of work no less than three (3) weeks prior to the start of shift work.**
- 16.01.2 The employer shall prepare and post a work schedule for a change of normal hours of work with not less than two (2) weeks notice prior to the start of shift work **(except by mutual agreement)**. A change in work schedule may occur due to the following: Spring Cleanup, Cochrane clean up challenge, hydrant flushing program and valve exercising program. Additional, special projects and/or programs will be discussed at a Labour Management Committee Meeting.

16.01.3 Employees scheduled to work between 1630 hours and 0600 hours between Monday and Friday shall receive a shift differential of one dollar and twenty-five cents (\$1.25) per hour, for all hours worked, over and above their regular hourly pay. Shift differential applies to clause 16.01.2

16.01.4 Between October 1 and April 30, one (1) employee (The Coordinator or Alternate) will be required to be on stand-by on a rotational basis from 0700 Monday until 0700 of the following Monday.

Employees on stand-by and taking trouble calls of greater than 15 minutes, shall do so at the prevailing overtime rates provided in this agreement, and in addition, receive three hundred (\$300.00) for each week of standby.

If the employee can rectify a trouble call remotely in a timely manner (less than 15 minutes), a two (2) hour call out at regular straight time pay will apply.

16.01.5 It is understood that there shall be one (1) employee from the water and wastewater department who will be required to be on standby and duty rotation from 0700 Monday to 0700 of the following Monday.

Employees on stand-by and taking trouble calls of greater than 15 minutes, shall do so at the prevailing overtime rates provided in this agreement, and in addition, receive three hundred (\$300.00) for each week of standby.

16.02 Community Services Department

16.02.1 Employees assigned to work for the Recreation Department during the summer season (May 1st to August 31st) shall work eight (8) hour shifts between 0700 to 1530 hours spread over a period of eight and a half (8.5) hour, with half (1/2) hour for lunch, Monday to Friday inclusive.

If scheduled by the Employer to work on the weekend for pool checks during this period, an Employee will be paid two (2) hours at straight time for each pool check. If work exceeds one (1) hour, the employee will be paid the greater of the overtime worked or the two (2) hours pay.

Part-time Shift:

When required a shift may be filled by part-time or temporary employees so long as it does not take away from any qualified full-time employees regular hours of work.

- 16.02.2 **Administration staff workweeks shall be scheduled between the hours of 06:00 to 24:00 and will consist of five (5) seven (7) hour working days for a total of thirty-five (35) hours per week spread over seven and one half (7.5) or an eight (8) hours, with a one half (1/2) or one (1) hour unpaid lunch break to be taken within the first five (5).**
- 16.02.3 Employees assigned to work for the Recreation Department during the winter season (September 1st to April 30th) shall work ten (10) hour shifts spread over a period of nine and a half (9.5) hour, with half (1/2) hour for lunch. The ten (10) hour shifts will be between 6 am and 12 am.
- 16.02.4 The Employer shall prepare and post a work schedule for normal hours of work no less than three (3) weeks prior to the start of shift work.
- 16.02.5 Employees called upon to perform their scheduled duties on Easter Sunday shall be compensated at the rate of one and one half (1.5) times their regular rate of pay plus a regular day's pay.
- 16.02.6 **Maintenance staff** scheduled to work **after 1600 hours on weekdays or on Saturday and/or Sunday** shall receive a shift differential of one dollar and twenty-five cents (\$1.25) per hour, for all hours worked, over and above their regular hourly pay, **shift differential shall not apply to overtime rates.**

16.03 **Protective Services Clerk**

The normal workweek for employees assigned to work as the **Protective Services Clerk** office shall be Monday to Friday discounting holidays and shall fall between 8:00 am and 4:30 pm, or by mutual agreement. The normal workweek shall consist of five (5) days per week and seven (7) working hours per shift for a total of thirty-five (35) hours per week. The Employer reserves the right to schedule the noon-hour period.

16.04 **Corporate Services**

The normal workweek for employees assigned to work at the Town Hall Administration office shall be Monday to Friday discounting holidays and shall fall between 8:00 am and 4:30 pm, or by mutual agreement. The normal workweek shall consist of five (5) days per week and seven (7) working hours per shift for a total of thirty-five (35) hours per week. The Employer reserves the right to schedule the noon-hour period.

16.05 **Cochrane Child Care Hours of Work**

Child Care staff workweeks shall consist of five (5) eight (8) hour working days Monday to Friday between the hours of 06:00 to 18:00 for a total of forty (40) hours per week spread over eight and one half (8.5) or nine (9) hours, with a one half (1/2) hour or one (1) hour unpaid lunch break.

When an employee is absent, their shift shall be assigned to qualified employees on a rotational basis.

16.06 **Staff will be paid a premium rate outside of normal working hours for time in staff meetings.**

16.07 Water and Sewer Department

16.07.1 The normal work week shall be Monday to Friday inclusive, between the hours of 0700 and 1530 hours, with one-half (1/2) hour off for lunch for a total of forty (40) hours per week.

16.07.2 The Employer shall prepare and post a work schedule for a change of normal hours of work with not less than two (2) weeks notice prior to the start of shift work. A change in work schedule may occur due to the following: Spring Cleanup, Cochrane clean up challenge, hydrant flushing program and valve exercising program. Additional, special projects and/or programs will be discussed at a Labour Management Committee Meeting.

16.07.3 Employees scheduled to work between 1530 hours and 0700 hours between Monday and Friday shall receive a shift differential of one dollar and twenty-five cents (\$1.25) per hour, for all hours worked, over and above their regular hourly pay.

16.07.4 It is understood that there shall be one (1) employee from the water and wastewater department who will be required to be on standby and duty rotation.

When on standby and duty rotation the operator shall work seven (7) consecutive days followed by three (3) days as a regular operator. The operator will then have four (4) consecutive rest days.

16.08 Provisions for Overtime:

16.08.1 All hours of work in excess of the normal or straight time hours shall be classed as overtime and shall be paid for at the rate of one and one-half (1 1/2 X) times the employee's regular rate of pay per hour, calculated in units of fifteen (15) minutes.

16.08.2 All employees required to perform work on rest days, as outlined in Article 16, shall be paid at the rate of two times (2 X) the employee's regular rate of pay per hour.

16.08.3 It is understood that employees shall be entitled to a minimum overtime call of four (4) hours at straight time or at overtime rates of pay, whichever is the greater.

16.09 Overtime shall be distributed as equitably as possible among employees who are qualified and are willing to work. The parties agree that overtime worked

during the Winter operations defined by the parties as being from October 1st to April 30th shall be distributed as equitably as possible amongst employees qualified and that normally perform the work. Overtime offered to employees available to do the work but refused will be counted as time worked for the purpose of the calculations. Overtime distribution will be posted on a quarterly basis, reviewed periodically and adjustments made if necessary.

- 16.10 Notwithstanding any other Article in this Agreement, a shift differential will not apply where overtime rates apply. Overtime and shift differential shall not pyramid under any circumstances.
- 16.11 When assigned by the Employer, a lead hand is one (1), who over and above **their** regular work supervises two (2) or more employees, but remains under the supervision of the department supervisor or alternate. A lead hand shall receive an additional **two** dollars (\$2.00) per hour over and above **their** regular rate of pay.
- 16.12 All employees shall be permitted a fifteen (15) minute rest period in the first and second half of the shift.

Article 17 - Leave of Absence

- 17.01 An employee elected or appointed as a salary representative of the Union shall be granted a leave of absence without pay for a period not to exceed six (6) months at any one time without loss of seniority. It is understood that during this period, the employee may pay monthly payments themselves to maintain benefits coverage.
- 17.02 Subject to the approval of the Employer, representatives of the Union shall be granted necessary leave of absence with pay for the purpose of meeting with the supervisory personnel of the Employer for the purpose of investigation, consideration and adjustment of grievances and negotiations.
- 17.03 Subject to operational needs, duly appointed delegates not to exceed a total of two (2) employees from the same departments shall be granted leave of absence without pay to attend conventions, conferences or workshops of the union upon fifteen (15) day written notice to the employer.
- 17.04 Employees, at the discretion of the Employer, may be granted up to three (3) months' leave of absence without pay and without loss of seniority. Permission is to be obtained in writing. Such leave may be extended by the consent of the Employer. Leave of absence will not be granted for the purpose of engaging in work outside the Employer's services.
- 17.05 An employee who has been outside the Bargaining Unit for **twelve (12) months (or more with mutual agreement)** shall have **their** name removed from the seniority list. Any such employee returning to the Bargaining Unit shall be considered as a new employee. This provision shall not apply where the leave is extended by mutual consent of the Union and the Employer.
- 17.06 An employee on an authorized leave of absence without pay greater than

three (3) months shall cease to accumulate seniority after three (3) months.

- 17.07 **Birth parent** leave and parental leave will be granted in accordance with the provisions of the Employment Standards Act, as amended, Ontario Labour and Employment Legislation.

Article 18 - Bulletin Boards

- 18.01 It is agreed by the parties hereto that the Union shall have the right to use space on bulletin boards supplied by the Employer to post notices of meetings and such other notices as may be of interest to the employees concerned.

Article 19 - Employee Benefits

- 19.01 In addition to the Canada Pension Plan, every full-time employee and eligible part-time employee based on current legislation shall join the Ontario Municipal Employees Retirement System. The Employer and the Employee shall make contributions in accordance with the provisions of the Plan. OMERS deductions shall not be made on overtime earnings.

- 19.02 The Employer shall pay one hundred percent (100%) of the premiums for the following plans to the insurers for all full-time employees and their dependants to the age twenty-one (21) or to the age of twenty-five (25) provided they are enrolled in a full-time program at a post secondary educational institution, i.e., Community College or University or a full time correspondence/online program offered by a recognized Community College or University.

19.02.1 Ontario Health Tax or a replacement Plan introduced by the Ontario Government

19.02.2 Extended Health Care Plan (with no deductible)

Vision Care: every twenty-four (24) months

January 1, 2018 - \$425.00

January 1, 2019 - \$425.00

January 1, 2020 - \$450.00

January 1, 2021 - \$450.00

September 23, 2023 - \$500.00

Vision care to include eyeglasses, lenses and/or contacts lenses per the terms and conditions of the Master Agreement.

Laser eye surgery up to \$1,000.00 per employee (lifetime amount) and up to vision care amount per spouse and dependants (lifetime amount).

Basic Dental Plan: plus fifty percent (50%) denture coverage to a maximum of \$750 once every five (5) years, plus orthodontic care at fifty percent (50%) to a maximum of \$1,500 per lifetime for dependants

up to age 19.

There shall be no co-insurance by the employer on dentures and orthodontics.

Basic Chiropractic Services of up to \$15.00 per visit to a maximum of \$500.00 per family/single coverage per year.

Drug Plan: Prescribed drugs in accordance with the Municipal benefit plan, pay-direct drug card, mandatory generic drugs (doctor approved), mandatory co-ordination of benefits.

19.02.3 Group Life Insurance Plan & Accidental Death and Dismemberment
2x annual salary basic life – minimum of \$50,000.00
Premium for additional (optional) life insurance to be paid by the Employee through payroll deduction

19.02.4 Spousal/Dependant Life: \$10,000 for spouse
\$ 5,000 for each dependant child

19.02.5 Weekly Indemnity Plan: (1-4-17)
Seventy-five percent (75%) of the Employee's basic wage, at the time of disability as per terms and conditions of Master Agreement.
First day hospitalisation, fourth day sickness, seventeen weeks benefit period.

19.02.6 Long Term Disability Plan:
Seventy-five percent (75%) of the Employee's basic wage, at the time of disability as per terms and conditions of Master Agreement.

19.02.7 Employee and family assistance program:
Coverage for this benefit will extend to all full-time employees.

Taxability of any benefit or claim will be dependent of legislation.

19.03 While off on disability, the Employer agrees to continue in force all benefits without cost for a period of six (6) months, or in accordance with legislation. The employee can choose to pay the premium cost for selected benefits for an additional twelve (12) months.

19.04 An employee prevented from performing **their** regular work with the Employer on account of an occupational accident that is covered by the Workplace Safety Insurance Board shall receive from the Employer the difference between the amount payable by the Workplace Safety Insurance Board and **their** regular rate of pay. Pending a settlement of the insurable claim, the employee shall continue to receive the full pay and benefits of this Agreement.

- 19.05 The Employer shall cover all costs associated with the filling of forms by a physician, if required by the Employer. With respect to insurance claims, the forms remain the claimant's responsibility, as they are required by the Insurer, not the Employer. However, the Employer agrees to reimburse the Employee for the cost of the second (2nd), third (3rd) and fourth (4th) forms to a maximum of twenty-five dollars (\$25) per form. The Employee shall be responsible for costs for additional or subsequent forms required by the Insurer.

Sick Leave Provision

- 19.06 Sick leave means the period of time a full-time employee is permitted to be absent from work with full pay by virtue of being sick or disabled, or because of an accident for which compensation is not payable under the Workplace Safety Insurance Board.

- 19.06.1 The Employer shall credit every full-time employee, on the first day of January in every year, five (5) days sick leave. These days are not cumulative from one year to the next. One half (1/2) of any unused sick leave days will be paid to the employee at the employee's normal rate of pay as of December 31st of each year.

A new full-time employee will be credited sick leave prorated for the current year based on hire date.

- 19.06.2 Sick leave with pay shall be granted on the production of satisfactory evidence of the inability of the employee to perform **their** duties, in the form of a medical certificate. Sick leave pay will be paid to the amount of accumulated sick leave credit.

Early Retirement Benefits

- 19.07 The Employer agrees to pay benefit premiums on early retirement at age fifty-five (55) when an employee has thirty (30) years service, on the following basis:
- (a) hundred percent (100%) of premiums for \$10,000 Life Insurance
 - (b) hundred percent (100%) of premiums for vision, drugs and dental coverage.

This coverage shall be cancelled if the retiree:

- (a) obtains employment following retirement
- (b) if **their** spouse is covered through employment for these benefits
- (c) the employee attains the age of sixty-five (65)

Article 20 - Paid Holidays

- 20.01 The Employer agrees to grant and pay one (1) day's pay for the following holidays for all employees covered by this Agreement:

The last half (1/2) shift on the last working day before Christmas Day and New Year's Day.

New Year's Day	Good Friday
Family Day	Victoria Day
Thanksgiving Day	Labour Day
Remembrance Day (20.02)	January 2nd
Christmas Day	Boxing Day
Civic Holiday (1st Monday in August)	Canada Day
Easter Monday	
National Truth and Reconciliation Day	

- 20.02 The Cochrane Child Care Centre will not be closed on Remembrance Day and therefore, Employees of the Centre shall be required to work. In lieu, Cochrane Child Care Centre Employees shall be entitled to take one (1) day annually, as a floater. Such floater shall not be cumulative from one year to the next and shall be taken at a time agreed to by the Cochrane Child Care Centre Administrator.
- 20.03 The Cochrane Child Care Centre and Town Hall shall be closed from December 24th at noon to January 2, inclusive. Employees shall be required to take the time off without pay save and except for statutory holidays, vacation and floater.
- 20.04 It is clearly understood and agreed upon, that employees shall not have their wages reduced by the observance of the aforementioned holidays, and if called upon to perform their duties on such holidays, then said employees shall be compensated at the rate of time and one-half (1½) their regular rate of pay, plus the day's pay for such holiday at straight time, with a guarantee of at least four (4) hours' pay for four (4) hours work or less.
- 20.05 In event of any of the above named holidays falling on a Saturday or Sunday, the day substituted by the federal, provincial or municipal governments shall be observed. Where the day is proclaimed to be observed on your day off, then the employee shall receive the day following in lieu of.
- 20.06 It is further agreed that should the Mayor of the municipality or the federal or provincial governments hereinafter declare a day or days to be celebrated as a holiday, then the Employer agrees to grant same with pay.
- 20.07 To qualify for holiday pay, the employee must work **their** normal shift before and after such holiday unless ill or properly excused by the Employer.

Article 21 - Annual Vacations

Employees hired after January 1, 2015, will achieve a three (3) weeks vacation threshold after three (3) years of service.

- 21.01 Less than 1 year of service - according to the Employment Standards Act
- | | | |
|-------------------------|---|---------------------------|
| After 3 year's service | - | 3 weeks vacation with pay |
| After 7 years' service | - | 4 weeks vacation with pay |
| After 15 years' service | - | 5 weeks vacation with pay |
| After 20 years' service | - | 6 weeks vacation with pay |
| After 25 years' service | - | 7 weeks vacation with pay |

After 30 years' service - 8 weeks vacation with pay

21.02 The Employer further agrees that should any of the aforementioned paid holidays fall during the employee's vacation period, then said employee shall be entitled to an extra day's vacation with pay.

21.03 Excluding all full-time recreation employees, all vacations must be submitted prior to May 1st and will be confirmed by the end of the following 3rd week. Requests of the individual employees will be considered and granted if practicable based on seniority and operational needs. When two (2) or more employees wish to take vacation at the same time and only one (1) from each classification can be spared, then the employee(s) with the greatest seniority shall be given preference in each classification.

All full-time recreation employees shall submit their summer vacation prior to May 1st and will be confirmed by the end of the following 3rd week.

21.04 Requests for vacation after the May 1st deadline will be granted on a first come first served basis.

21.05 **Unused vacation by any employee will be paid out by the last pay of January of the following year.**

21.06 Employees may request vacations to be carried over to the following year, with an adequate reason, which will be subject to the approval of the Employer.

21.07 Lost time for any reason beyond four (4) consecutive months in the same year will result in pro rating the vacation.

Where an employee returns to work and loses time due to the same or related causes, the lost time will be considered as a continuation of the previous lost time only if it occurs within six (6) weeks at the end of the previous lost time.

Note: Consecutive months is interpreted as including continuous partial work weeks or days containing unpaid time.

Article 22 - Special Leave

22.01 Special leave with pay shall be granted to employees who have the necessary special leave credit, for certain designated causes, but not continuously in excess of six (6) days, except with the approval of the Employer.

22.02 The Employer shall credit every full-time employee, on the first day worked of every calendar year, three (3) days special leave. Special leave credit shall have accumulated to a maximum of thirty (30) days, deduction there from being made for any period of special leave granted.

A new full-time employee will be credited special leave prorated for the current year based on hire date.

No employee, at any time, shall have more than thirty (30) days special leave to **their** credit.

An employee whom has reached a maximum of thirty (30) days, will be credited special leave credit up to 3 days if they have deductions, to replace special leave as used throughout the year.

22.03 No special leave with pay shall be granted to an employee with less than four (4) months' service except if the absence is required due to a quarantine or a severe snowstorm. The special leave credit, however, accumulates during this period.

22.04 Special leave shall be granted only on production of written application from the employee setting forth in detail the reasons why **they** consider that special leave should be allowed and supported by such evidence as the Employer may desire.

22.05 The Employer agrees to maintain proper and strict special leave records. Special leave summaries will be added to employee pay stubs.

Only reasons for special leave to be:

- i) illness in family (including medical appointment)
- ii) serious domestic difficulties

- family in i) above refers to and will be recognised as follows:
the employee's parents, brother, sister, spouse (**including common law**), children, parents-in-law, grandparents, grandchildren, brother-in-law and sister-in-law.

22.06 The Employer shall grant leave of absence without loss of seniority benefits to an employee who serves as a juror or witness in any court. The Employer shall pay such an employee the difference between **their** normal earnings and the payment **they** received for jury service or court witness, excluding payment for travelling, meals or other expenses. The employee will present proof of service and the amount of pay received.

Time spent by an employee required to serve as a court witness in any matter arising out of **their** employment shall be considered as time worked at the appropriate rate of pay.

Bereavement Leave

22.07 The employer will grant **five (5)** regular scheduled consecutive work days leave of absence with pay to full-time employees in the case of death of a spouse, son, daughter, **birthing parent**, father, sister, brother, **birthing parent-in-law**, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grand-children and grand parents to **grieve**.

- 22.07.1 The employer will grant one (1) day's leave with pay to full-time employees in the case of death of an aunt, uncle, niece and nephew to **grieve**.
- 22.07.2 Where the employee is required to travel over four hundred (400) kilometres one-way, and additional two (2) days leave with pay will be granted. (**only applies to one day leave**)
- 22.07.3 In the event of a memorial service or interment separate from the leave above, an employee may save one of the days identified in 22.07 without loss of pay to attend the interment or service.

Article 23 - Supply of Safety Boots

- 23.01 The Employer shall reimburse the cost of safety boots up to **three hundred dollars (\$300.00)**, to those employees required to wear safety boots in the course of their duty.
- 23.02 Employees in the Operations Department shall be supplied with all appropriate gloves, coveralls and rain suits as required to perform their duties, at no cost to the employees.

Article 24 - Miscellaneous

- 24.01 A D-Z renewal fee can be applied to a class above license at the D-Z renewal term. The balance of the class above licensing fee, if any, shall be paid by the employee.
- 24.02 Current internet services for Water and Wastewater Employees shall continue **on the basis of a monthly reimbursement of \$30.00 upon providing of original receipts or with appropriate documentation.**

Article 25 - Term of Agreement

- 25.01 This Agreement shall be in effect from the **23rd day of September, 2023** and shall remain in effect until the 31st day of December, **2025**, and unless either Party gives to the other a written notice of termination or of a desire to amend this Agreement, then it shall continue in effect for a further year without change.
- 25.02 Notice that amendments are required or that either Party intends to terminate this Agreement may only be given within a period of not more than ninety (90) days and not less than thirty (30) days prior to the expiration date of the Agreement or any anniversary date of such expiration date.
- 25.03 If notice of amendment or termination is given by either Party, the other Party agrees to meet for the purpose of negotiations within twenty (20) days of the giving of such notice if requested to do so.
- 25.04 Both Parties shall adhere fully to the terms of this Agreement during the period of bona fide Collective Bargaining, and if negotiations extend beyond

the anniversary date of the Agreement, any revision in terms, mutually agreed upon, shall, unless otherwise specified, apply retroactively to that date.

Article 26 - Wage Rates

26.01 Pay periods for all employees of the Employer shall be based on work periods of two (2) weeks and there shall be twenty-six (26) work periods per annum. All employees shall be paid on the fourth (4th) workday following the end of the work period as noted. In other words, the work period will end on Friday, and the employee will receive pay for that period on the following Thursday. This will result in a holdback of four (4) working days' pay for each employee.

DATED AT THE TOWN OF COCHRANE IN THE DISTRICT OF COCHRANE, ONTARIO,

This 19 day of April, 2024.

SIGNED ON BEHALF OF:

CORPORATION OF THE TOWN OF COCHRANE

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL #71, C.L.C.

MAYOR

CLERK

S. Stefane

[Signature]

Michele Cuo

Karen Stewart

[Signature]

[Signature] President

**THE CORPORATION OF THE
TOWN OF COCHRANE
Classifications and Wage Rates**

January 1, 2021

January 1, 2022

Wage increase 2.00%

Job Position

Start (Year 1)	After		Start (Year 1)	After	
	1 Year (Year 2)	2 Years (Year 3)		1 Year (Year 2)	2 Years (Year 3)

Appendix "A"

Job Position	Start (Year 1)	After 1 Year (Year 2)	After 2 Years (Year 3)	Start (Year 1)	After 1 Year (Year 2)	After 2 Years (Year 3)
Urban/Rural Coordinator	33.57	34.22	34.87	34.24	34.90	35.57
Mechanic Lead	36.16	-	-	36.88	-	-
Mechanic	31.33	32.02	32.64	31.96	32.66	33.29
HVAC Technician	28.78	29.44	30.07	29.36	30.03	30.67
Equipment Operator, Mechanic Maintenance and Welder	27.48	28.13	28.79	28.03	28.69	29.37
Heavy Equipment Operator & Maintenance Operations Clerk	27.17	27.83	28.46	27.71	28.39	29.03
Arena Maintenance I	26.87	27.48	28.13	27.41	28.03	28.69
Arena Maintenance II	26.87	27.48	28.13	27.41	28.03	28.69
Truck Driver/ Labourer	26.10	26.73	27.39	26.62	27.26	27.94
Community Programmer	23.33	23.99	24.69	23.80	24.47	25.18
Customer Services Representative	21.15	21.70	22.23	21.57	22.13	22.67
Casual Labourer	20.61	-	-	21.02	-	-

Appendix "B"

Job Position	Start (Year 1)	After 1 Year (Year 2)	After 2 Years (Year 3)	Start (Year 1)	After 1 Year (Year 2)	After 2 Years (Year 3)
Tax Clerk	28.96	29.60	30.24	29.54	30.19	30.84
Administrative Assistant	28.78	29.44	30.07	29.36	30.03	30.67
Client Services and Cashier (POA)	28.78	29.44	30.07	29.36	30.03	30.67
Accounts Receivable	27.17	27.83	28.46	27.71	28.39	29.03
Billing Clerk	27.17	27.83	28.46	27.71	28.39	29.03
Payroll	27.17	27.83	28.46	27.71	28.39	29.03
Accounts Payable	26.10	26.73	27.39	26.62	27.26	27.94
Reception	26.10	26.73	27.39	26.62	27.26	27.94

Appendix "C"

Job Position	Start (Year 1)	After 1 Year (Year 2)	After 2 Years (Year 3)	Start (Year 1)	After 1 Year (Year 2)	After 2 Years (Year 3)
Law Enforcement Assistant	26.10	26.73	27.39	26.62	27.26	27.94
Protective Services Clerk	26.10	26.73	27.39	26.62	27.26	27.94

Appendix "D"

Child Care Centre

Job Position	Start (Year 1)	After 1 Year (Year 2)	After 2 Years (Year 3)	Start (Year 1)	After 1 Year (Year 2)	After 2 Years (Year 3)
Supervisor	29.90	30.77	31.66	30.50	31.39	32.29
Day Care Resources Person	26.87	27.48	28.13	27.41	28.03	28.69
Teacher	26.87	27.48	28.13	27.41	28.03	28.69
Teacher's Aid	21.79	22.15	22.84	22.23	22.59	23.30
Day Care Cook	21.30	21.65	22.33	21.73	22.08	22.78

Parent Resource Centre

Job Position	Start (Year 1)	After 1 Year (Year 2)	After 2 Years (Year 3)	Start (Year 1)	After 1 Year (Year 2)	After 2 Years (Year 3)
Program Worker Teacher	26.87	27.48	28.13	27.41	28.03	28.69
Teacher	26.87	27.48	28.13	27.41	28.03	28.69
Teacher's Aid	21.79	22.15	22.84	22.23	22.59	23.30
Janitor	18.43	18.78	19.45	18.80	19.16	19.84

**THE CORPORATION OF THE
TOWN OF COCHRANE
Classifications and Wage Rates**

January 1, 2021

January 1, 2022

Wage increase 2.00%

Job Position	January 1, 2021			January 1, 2022		
	Start (Year 1)	After 1 Year (Year 2)	After 2 Years (Year 3)	Start (Year 1)	After 1 Year (Year 2)	After 2 Years (Year 3)
Appendix "E"						
Overall Responsible Operator (ORO)	37.44			38.19		
Sewage Collection						
Level 3	34.22			34.90		
Level 2	30.07			30.67		
Level 1	28.64			29.21		
O.I.T.	27.80			28.36		
Sewage Treatment						
Level 3	34.22			34.90		
Level 2	30.07			30.67		
Level 1	28.64			29.21		
O.I.T.	27.80			28.36		
Water Treatment (Operations)						
Level 3	34.22			34.90		
Level 2	30.07			30.67		
Level 1	28.64			29.21		
O.I.T.	27.80			28.36		
Water Distribution (Maintenance & Construction)						
Level 3	34.22			34.90		
Level 2	30.07			30.67		
Level 1	28.64			29.21		
O.I.T.	27.80			28.36		
Compliance Officer / Clerk	30.86			31.48		
Asset Coordinator	30.07			30.67		
Labourer	20.50			20.91		

**THE CORPORATION OF THE
TOWN OF COCHRANE
Classifications and Wage Rates**

January 1, 2023

January 1, 2024

Wage increase 3.00%

Wage increase 2.75%

Job Position

Start (Year 1)	After		Start (Year 1)	After	
	1 Year (Year 2)	2 Years (Year 3)		1 Year (Year 2)	2 Years (Year 3)

Appendix "A"

Job Position	Start (Year 1)	After 1 Year (Year 2)	After 2 Years (Year 3)	Start (Year 1)	After 1 Year (Year 2)	After 2 Years (Year 3)
Urban/Rural Coordinator	35.27	35.95	36.64	36.24	36.94	37.65
Lead Mechanic	37.99	-	-	39.03	-	-
Mechanic	32.92	33.64	34.29	33.83	34.57	35.23
HVAC Technician	30.24	30.93	31.59	31.07	31.78	32.46
Equipment Operator, Mechanic Maintenance and Welder	28.87	29.55	30.25	29.66	30.36	31.08
Heavy Equipment Operator & Maintenance Operations Clerk	28.54	29.24	29.90	29.32	30.04	30.72
Arena Maintenance I	28.23	28.87	29.55	29.01	29.66	30.36
Arena Maintenance II	28.23	28.87	29.55	29.01	29.66	30.36
Truck Driver/ Labourer	27.42	28.08	28.78	28.17	28.85	29.57
Community Programmer	24.51	25.20	25.94	25.18	25.89	26.65
Customer Services Representative	22.22	22.79	23.35	22.83	23.42	23.99
Casual Labourer	21.65	-	-	22.25	-	-

Appendix "B"

Job Position	Start (Year 1)	After 1 Year (Year 2)	After 2 Years (Year 3)	Start (Year 1)	After 1 Year (Year 2)	After 2 Years (Year 3)
Tax Clerk	30.43	31.10	31.77	31.27	31.96	32.64
Administrative Assistant	30.24	30.93	31.59	31.07	31.78	32.46
Client Services and Cashier (POA)	30.24	30.93	31.59	31.07	31.78	32.46
Accounts Receivable	28.54	29.24	29.90	29.32	30.04	30.72
Billing Clerk	28.54	29.24	29.90	29.32	30.04	30.72
Payroll	28.54	29.24	29.90	29.32	30.04	30.72
Accounts Payable	27.42	28.08	28.78	28.17	28.85	29.57
Reception	27.42	28.08	28.78	28.17	28.85	29.57

Appendix "C"

Job Position	Start (Year 1)	After 1 Year (Year 2)	After 2 Years (Year 3)	Start (Year 1)	After 1 Year (Year 2)	After 2 Years (Year 3)
Law Enforcement Assistant	27.42	28.08	28.78	28.17	28.85	29.57
Protective Services Clerk	27.42	28.08	28.78	28.17	28.85	29.57

Appendix "D"

Child Care Centre

Job Position	Start (Year 1)	After 1 Year (Year 2)	After 2 Years (Year 3)	Start (Year 1)	After 1 Year (Year 2)	After 2 Years (Year 3)
Supervisor	31.42	32.33	33.26	32.28	33.22	34.17
Day Care Resources Person	28.23	28.87	29.55	29.01	29.66	30.36
Teacher	28.23	28.87	29.55	29.01	29.66	30.36
Teacher's Aid	22.90	23.27	24.00	23.53	23.91	24.66
Day Care Cook	22.38	22.74	23.46	23.00	23.37	24.11

Parent Resource Centre

Job Position	Start (Year 1)	After 1 Year (Year 2)	After 2 Years (Year 3)	Start (Year 1)	After 1 Year (Year 2)	After 2 Years (Year 3)
Program Worker Teacher	28.23	28.87	29.55	29.01	29.66	30.36
Teacher	28.23	28.87	29.55	29.01	29.66	30.36
Teacher's Aid	22.90	23.27	24.00	23.53	23.91	24.66
Janitor	19.36	19.73	20.44	19.89	20.27	21.00

**THE CORPORATION OF THE
TOWN OF COCHRANE
Classifications and Wage Rates**

January 1, 2023

January 1, 2024

Wage increase

3.00%

Wage increase

2.75%

Job Position

	Start	After	After		Start	After	After
	(Year 1)	1 Year	2 Years		(Year 1)	1 Year	2 Years
		(Year 2)	(Year 3)		(Year 1)	(Year 2)	(Year 3)

Appendix "E"

Overall Responsible Operator (ORO)	39.34			40.42		
Sewage Collection						
Level 3	35.95			36.94		
Level 2	31.59			32.46		
Level 1	30.09			30.92		
O.I.T.	29.21			30.01		
Sewage Treatment						
Level 3	35.95			36.94		
Level 2	31.59			32.46		
Level 1	30.09			30.92		
O.I.T.	29.21			30.01		
Water Treatment (Operations)						
Level 3	35.95			36.94		
Level 2	31.59			32.46		
Level 1	30.09			30.92		
O.I.T.	29.21			30.01		
Water Distribution (Maintenance & Construction)						
Level 3	35.95			36.94		
Level 2	31.59			32.46		
Level 1	30.09			30.92		
O.I.T.	29.21			30.01		
Compliance Officer / Clerk	32.42			33.31		
Asset Coordinator	31.59			32.46		
Labourer	21.54			22.13		

**THE CORPORATION OF THE
TOWN OF COCHRANE
Classifications and Wage Rates**

January 1, 2025

Wage increase 2.50%

Job Position

Start After After
(Year 1) (Year 2) (Year 3)

Appendix "A"

Urban/Rural Coordinator	37.15	37.86	38.59
Lead Mechanic	40.01	-	-
Mechanic	34.68	35.43	36.11
HVAC Technician	31.85	32.57	33.27
Equipment Operator, Mechanic Maintenance and Welder	30.40	31.12	31.86
Heavy Equipment Operator & Maintenance Operations Clerk	30.05	30.79	31.49
Arena Maintenance I	29.74	30.40	31.12
Arena Maintenance II	29.74	30.40	31.12
Truck Driver/ Labourer	28.87	29.57	30.31
Community Programmer	25.81	26.54	27.32
Customer Services Representative	23.40	24.01	24.59
Casual Labourer	22.81	-	-

Appendix "B"

Tax Clerk	32.05	32.76	33.46
Administrative Assistant	31.85	32.57	33.27
Client Services and Cashier (POA)	31.85	32.57	33.27
Accounts Receivable	30.05	30.79	31.49
Billing Clerk	30.05	30.79	31.49
Payroll	30.05	30.79	31.49
Accounts Payable	28.87	29.57	30.31
Reception	28.87	29.57	30.31

Appendix "C"

Law Enforcement Assistant	28.87	29.57	30.31
Protective Services Clerk	28.87	29.57	30.31

Appendix "D"

Child Care Centre

Supervisor	33.09	34.05	35.02
Day Care Resources Person	29.74	30.40	31.12
Teacher	29.74	30.40	31.12
Teacher's Aid	24.12	24.51	25.28
Day Care Cook	23.58	23.95	24.71

Parent Resource Centre

Program Worker Teacher	29.74	30.40	31.12
Teacher	29.74	30.40	31.12
Teacher's Aid	24.12	24.51	25.28
Janitor	20.39	20.78	21.53

**THE CORPORATION OF THE
TOWN OF COCHRANE
Classifications and Wage Rates**

January 1, 2025

Wage increase 2.50%

Job Position

**Start After After
(Year 1) (Year 2) (Year 3)**

Appendix "E"

Overall Responsible Operator (ORO)	41.43		
Sewage Collection			
Level 3	37.86		
Level 2	33.27		
Level 1	31.69		
O.I.T.	30.76		
Sewage Treatment			
Level 3	37.86		
Level 2	33.27		
Level 1	31.69		
O.I.T.	30.76		
Water Treatment (Operations)			
Level 3	37.86		
Level 2	33.27		
Level 1	31.69		
O.I.T.	30.76		
Water Distribution (Maintenance & Construction)			
Level 3	37.86		
Level 2	33.27		
Level 1	31.69		
O.I.T.	30.76		
Compliance Officer / Clerk	34.14		
Asset Coordinator	33.27		
Labourer	22.68		

SCHEDULE "B"
FORMING PART OF BY-LAW NUMBER 1270-2017

THIS "LETTER OF AGREEMENT" DATED THIS 14th DAY OF November, 2017

Between:

The Corporation of the Town of Cochrane
(hereinafter referred to as the "Employer")

And:

The Canadian Union of Public Employees, Local 71, CLC,
Town of Cochrane
(hereinafter referred to as the "Union")

WHEREAS the aforementioned parties wish to enter into a "*Letter of Understanding*", for the purpose of permitting employees with the option of receiving equivalent time off in lieu of overtime pay;

AND WHEREAS it is agreed to by both parties that this option will be made available to employees under certain conditions and for a specified term as contained herein;

NOW THEREFORE in consideration of the mutual covenants and conditions set forth, the parties agree as follows:

OPTION

1. It is agreed to by both parties that in lieu of payment for overtime, which is normally paid within the pay period which it is earned, an employee may choose to receive time off with pay at a later time, equivalent to the appropriate overtime rate.

ACCUMULATION

2. An Employee may accumulate a maximum of five (5) days (35 hours inside workers – 40 hours outside workers) of banked overtime, during the terms of this "*Letter of Understanding*".

TERM

- 3. The term of this "Letter of Understanding" shall commence upon the acceptance of both parties indicated by applying their signatures hereto and this "Letter of Understanding" shall terminate on December 31, 2021.
- 4. Those employees having unused banked time to their credit upon Termination of this "Letter of Understanding" shall receive payment in lieu thereof.
- 5. In the event of death, any unused portion will paid out to the employee's beneficiary.
- 6. On severance and/or termination, employees having unused accumulated time shall receive payment in lieu thereof.

PROCEDURES AND RETENTION OF RECORDS

- 7. Procedures for the accumulation of time in lieu of payment for overtime, the use of such time and for payment thereof, and the retention of records for such purpose are as set out in the attached marked "Table "A", forming part of this "Letter of Understanding".


IN WITNESS WHEREOF the parties have hereunto affixed their seals, attested by the hands of the officers duly authorized in that behalf on the day and year first above written.

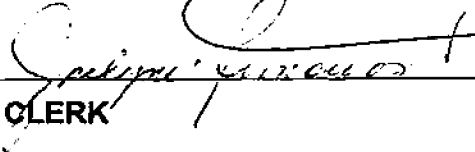
CORPORATION OF THE TOWN OF COCHRANE

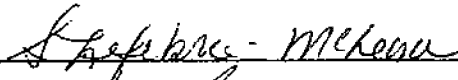
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL #71, C.L.C.


MAYOR

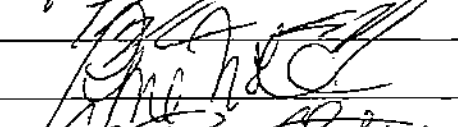
CLERK











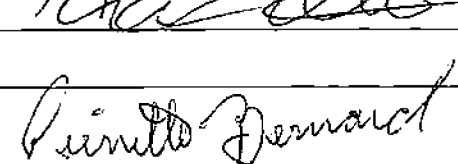


TABLE "A"
FORMING PART OF "LETTER OF UNDERSTANDING"
Procedures and Retention of Records

ACCUMULATION

1. An employee wishing to receive time off in lieu of pay for overtime earned must advise his Department Head of his intentions within the pay period within which the overtime is worked.
2. The Department Head will make a notation on the timesheet of the hours worked on the appropriate dates and indicate the tasks carried out. The notation will also indicate the employee wish to have the time off in lieu of payment.
3. The Payroll Clerk shall credit the employee's record of the overtime earned and dates thereof.

REQUEST FOR TIME OFF IN LIEU

4. Employees with earned banked overtime, wishing to take time off, must file a written request with his Department Head no less than five (5) days prior to the taking of time off.

PERMISSION FOR TIME OFF IN LIEU

5. All applications to take time off in lieu will be given due consideration. The Department Head shall have the authority to approve such requests at his complete discretion. The Department Head prior to approving such requests shall consider the work load, timing and any other criteria which may be deemed advisable.
6. If permission is granted the Department Head shall make the appropriate notation on the employee's timesheet within the Payroll period which the time is to be taken.

7. The Payroll Clerk will debit the Employee's record of banked overtime.

RECORDS

8. Appropriate records will be maintained by the Payroll Clerk, individual record of time earned, time used and the balance thereof will be given to employees on a six (6) month interval. Such record is to be attached to the pay stub.

SCHEDULE "D"
FORMING PART OF BY-LAW NUMBER 1270-2017

THIS "LETTER OF AGREEMENT" DATED THIS 14th DAY OF November, 2017

Between:

The Corporation of the Town of Cochrane
(hereinafter referred to as the "Employer")

And:

The Canadian Union of Public Employees, Local 71, CLC,
Town of Cochrane
(hereinafter referred to as the "Union")

WHEREAS the aforementioned parties wish to enter into a "Letter of Understanding" for the purpose of allowing Town Hall staff to work summer hours which consist of working from 08:00 am. to 4:00 p.m. during the months of July and August.

The summer working schedule may be revoked by either party with thirty (30) days written notice

IN WITNESS WHEREOF the parties have hereunto affixed their seals, attested by the hands of the officers duly authorized in that behalf on the day and year first above written.

**CORPORATION OF THE TOWN OF
COCHRANE**

**CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL #71, C.L.C.**

MAYOR

CLERK

Stephane-Melkon

Margy

[Signature]

[Signature]

Pierre Demars

Letter of Understanding

Between

The Corporation of the Town of Cochrane

(Hereinafter referred to as "the Employer")

And

Canadian Union of Public Employees, Local 71

(Hereinafter referred to as "the Union")

This Letter of Understanding is made without prejudice and without precedent to the interpretation or application of the Collective Agreement, or any other agreements between the Parties, or to any similar dispute between the Parties.

RE: Employee entitlement if called to work while on vacation

WHEREAS the Parties have a mutual desire to support the Town's operation during regular operations or emergencies.

WHEREAS the Parties agreed to treat employees who are called to work during their vacation fairly and to recognize their commitment and support.

The Parties agree to the following terms:

1. This letter of understanding is valid from January 1st, 2021 to December 31st, 2021, or when a new Collective Agreement is in force, whichever occurs first, **or for any renewal period as may be agreed to.**
2. This Letter of Understanding forms an integral part of the current Collective Agreement and can not be considered or interpreted separately.
3. Both parties recognize the need to manage emergencies, and for practicality, call employees while they are on their vacation. If an employee is called to work while he is on approved vacation, the employer and the union agree the employee will be compensated at a rate of one and a half (1 ½) **and their vacation time worked returned.**
4. The **vacation** time off will be taken at a later date and in agreement with the department supervisor.
5. The Employer and Union agree that this offer from the employer is made in good faith. The employer may change or amend this agreement's terms and conditions after notifying and consulting with the union.
6. It is agreed upon that the terms and conditions in this letter of understanding do not substantiate right, nor do they establish an enforceable practice or entitlements after its expiry. It is understood that this letter of understanding was developed based on the information available when developing it.

DATED AT THE TOWN OF COCHRANE IN THE DISTRICT OF COCHRANE, ONTARIO,

This 19 day of April, 2024.

SIGNED ON BEHALF OF:

CORPORATION OF THE TOWN OF
COCHRANE

CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL #71, C.L.C.



MAYOR



CLERK

