

# **COLLECTIVE AGREEMENT**

**BETWEEN**

**THE CORPORATION OF THE MUNICIPALITY OF ARRAN-ELDERSLIE**

(Hereinafter called the "Employer")

**And**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES**

**AND ITS LOCAL 255.12**

(Hereinafter called the "Union")

**COMMENCEMENT: January 1<sup>st</sup>, 2024**

**EXPIRY OF AGREEMENT: December 31<sup>st</sup>, 2025**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
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## **ARTICLE 1 – PURPOSE**

1.01 Whereas it is the desire of both parties to this agreement:

- (1) To maintain and improve the harmonious relations and settled conditions of employment between the Employer and the Union.
- (2) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.
- (3) To encourage efficiency in municipal operations.
- (4) To promote the morale, well-being and security of all the employees in the bargaining union of the Union.

1.02 And whereas it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an agreement.

Now, therefore the parties agree as follows:

1.03 Where the singular is used in this agreement, it shall be considered as if the plural or feminine has been used where the context of the party or parties hereto so require.

## **ARTICLE 2 – MANAGEMENT RIGHTS**

2.01 Management Rights

The Union recognizes that it is the function of the Employer to exercise the regular and customary function of management and to direct the working forces of the Employer, subject to the terms of the agreement and may be decided through the grievance procedure.

2.02 Not Discriminatory

The Employer shall not exercise its right to direct the working forces in a discriminatory manner. Nor shall these rights be used in a manner which would deprive present employees who have completed their probationary periods of employment state, unless through just cause.

2.03 Management Rights

The Union recognized and acknowledges that the Management function of the Municipal as set out in Article 2.01 herein and directions of the working force are fixed exclusively with the Employer, except as specifically limited by the express provisions of this Agreement and without restricting the generality of the foregoing, the Union acknowledges it is the exclusive function of the Employer to:

- (a) Maintain order, discipline and efficiency;

- (b) Hire, rehire, discharge, direct, classify, transfer, layoff, recall, promoted, demote, suspend or otherwise discipline in any way; an employee, provided that a claim by a regular employee who has completed the probationary period of discriminatory demotion or transfer or that the employee has been discharged, disciplined or suspended without just cause may be the subject of a grievance and dealt with as hereinafter provided;
- (c) Generally, to manage the operations and undertaking of the Employer, and without limiting the generality of the foregoing, make, enforce, and alter from time to time, reasonable rules and regulations to be observed by the employees covered by this agreement, provided that they are not inconsistent with the provisions of this agreement, and provided that they are exercised in a manner consistent with the provisions of this agreement and in a fair and reasonable manner;
- (d) Determine the nature and kind of business conducted by the Employer including, the kinds of locations of the stations, equipment and materials to be used, the control of materials and parts, the methods and techniques of work, the content of jobs, the work schedules, the number of employees to be employed, the extensions, the limitations, curtailment, or cessation of operations, or any part thereof, and to determine and exercise all other functions and prerogatives which shall remain solely with the Employer except as specifically limited by the express provisions of this agreement.

- 2.04 Without limiting the generality of the foregoing provisions, it is expressly understood and agreed that breach of any of the Employer rules or any of the provisions of this agreement may be deemed to be just cause for discipline, or demotion, or dismissal of an employee, provided that nothing herein shall prevent an employee going through the grievance procedure to determine whether or not such breach actually took place.
- 2.05 In exercise of the functions provided herein or otherwise retained by the Employer, the Employer shall not act in any way inconsistent with the provision of this Agreement.

### **ARTICLE 3 – RECOGNITION**

- 3.01 (i) The Employer recognizes the Union as the bargaining agent of all employees of the Corporation of the Municipality of Arran-Elderslie, save and except supervisors, persons above the rank of supervisor, and confidential secretary/assistant and students employed during a school vacation period.

(ii) Notwithstanding the above, the employer may utilize persons under Government-sponsored programs, but no person who is existing full time, part time, or casual employee shall suffer a lay off or have their normal hours of work reduced because of the utilization of such persons be used to perform work while any employee is on lay off.

- 3.02 Work of the Bargaining Unit

Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except for the purposes of instruction, experimenting, or in emergencies when regular employees are not available, and provided that the act of performing the aforementioned operations, in itself, does not reduce the hours of work or pay of any employees.

### 3.03 No Other Agreements

No employee shall be required or permitted to make any written or verbal agreement with Employer or their representatives, which may conflict with the terms of this Collective Agreement.

### 3.04 Definitions:

- (a) Reference to an "Act" means the Ontario Act currently in force as amended from time to time.
- (b) A "Full-Time Employee" means a Public works (Roads), Public Works (Water/Wastewater) Employee who works forty-four (44) hours per week; Recreation Employee who works forty (40) hours per week and thirty-five (35) hours per week for administration.
- (c) A "Part-Time Employee" means an employee who is regularly employed.
- (d) A "Casual Employee" means an employee who works occasionally on a year-round basis with no guarantee of a certain number of any hours per week or per season.
- (e) A "Contract Employee" means an employee hired for a specific job based on a contract, with the following requirements: No benefits and no permanent position, for a maximum period of one (1) year or mutually agreed by both parties. A maximum of three (3) contract employee positions at any time, excluding full time employees replacements.

If a Contract or Part-Time Employee becomes a Full-Time Employee, they are able to convert worked time into seniority and fifty percent (50%) of total work time may be counted towards their probation period.

### 3.05 Policies & Procedures Subordinate to Agreement

The union recognizes that there are policies and procedures in place for all employees of the employer. Where those policies and procedures conflict with this agreement concerning an employee covered by this agreement, the provisions of this agreement shall govern.

## **ARTICLE 4 – NO DISCRIMINATION**

- 4.01 The Employer agrees that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee in the matter of wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, discharge, or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliations, sex or marital status, nor by reason of their membership or activity in the Union. The Union similarly agrees that it will not discriminate against employees and shall abide by the Human Rights Code.
- 4.02 The Union agrees that it will not intimidate or coerce employees into membership in the union.
- 4.03 It is agreed that the Union and the employees will not engage in union activities during working hours.

## **ARTICLE 5 – CHECK-OFF OF UNION DUES**

### **5.01 Check-off**

The Employer shall deduct from every employee as of the date of hire any monthly dues, which are in accordance with the Union Constitution and/or By-Laws, and owing by them to the Union.

### **5.02 Deductions**

Deductions shall be made from the payroll period at the end of each month and shall be forwarded to the Secretary-Treasurer of the Union no later than the 15<sup>th</sup> day of each month following, accompanied by a list of names of all employees from whose wages the deductions have been made.

5.03 The Union shall indemnify and save the Employer harmless from any and all claims for amounts deducted from pay and remitted under this article.

## **ARTICLE 6 – LABOUR-MANAGEMENT RELATIONS**

### **6.01 Representation**

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

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

#### **6.01.1 Bargaining Committee**

A bargaining committee shall be appointed and include not more than three (3) members of the Employer as appointees of the Employer, and not more than three (3) members of the Union as appointees of the Union. The Union will advise the Employer of the Union appointees. The Employer and the Union shall have the right to have additional resource persons in attendance if required. Additional Union resource persons shall not be members of the bargaining unit and shall not be entitled to wages for time spent on the bargaining committee.

#### **6.01.2 Labour Management Committee**

A Labour Management Committee consisting of three (3) management committee members and three (3) union committee members shall meet at the request of either party to discuss issues of mutual concern that are not grievances or negotiations. Meetings shall be scheduled at a time that is mutually agreeable to the parties. Additional meetings may be held on the written consent of both parties. The committee may make recommendations for consideration of both parties.

Wages up to and including Conciliation for both 6.01.1 (above).

6.02 The Unit VP shall be allowed thirty (30) minutes of paid time prior to any scheduled meeting(s) with the Employer. Such meeting(s) shall include labour/management, special meeting(s), grievance meetings(s) and negotiations. The Unit VP shall be required to get approval from their applicable supervisor to access the leave. It shall not be unreasonably denied.

6.03 Representatives of Canadian Union

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

6.04 Time Off for Meetings

Any representative of the Union of the Bargaining Committee or on the Labour Management Committee who is in the employ of the Employer shall have the privilege of attending Committee meetings held within working hours without loss of remuneration provided there are no additional costs to the Employer.

This clause shall apply up to and including mediation.

6.05 Health and Safety Representatives

The Union shall have the right to appoint a health and safety representative with full authority to act, as per the Ontario Health and Safety Act as amended from time to time.

## **ARTICLE 7 – GRIEVANCE PROCEDURE**

7.01 Election of Stewards

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 maximum of three (3) stewards, whose duties shall be to assist any employee whom the steward represents, in preparing and in presenting their grievance in accordance with the grievance procedure.

7.02 Names of Stewards

The Union shall notify the Employer in writing of the name of each steward and the department(s) they represent before the Employer shall be required to recognize them.

7.03 Grievance Committee

The Stewards and Unit Vice-President so elected shall constitute the Grievance Committee so long as they remain employees or until their successors are chosen.

7.04 The employee shall have the right to have the steward present when dealing with any matter, including a reprimand with the Employer, in the event that it is the steward's grievance, the Union may appoint a member to assist the steward. The Union shall be notified of any meeting that may be disciplinary in nature.

- 7.05 The right of a steward to leave work without loss of basic pay to attend to Union business is granted upon the following conditions:
- (a) Such business must be between the Union and Management. Employees having grievances cannot discuss these with the steward during working hours to the extent that it may exceed thirty (30) minutes on the initial grievance being discussed. All other business must be on non-scheduled time or outside the hours of work.
  - (b) The time shall be devoted to the prompt handling of necessary union business.
  - (c) The steward concerned shall obtain permission of the supervisor/manager concerned before leaving work and shall report to the supervisor/manager concerned upon return to work.
  - (d) The Employer reserves the right to limit such time if it deems the time so taken to be excessive, and reserves the right to delay the said absence for up to twenty-four (24) hours if the steward is unavailable at the time of request, involved in another call, or if the said request negatively interferes with the operation of the Employer.
  - (e) Stewards shall receive 24-hour advance notice of disciplinary meetings. This shall also include the nature of the meetings.
- 7.06 Any difference concerning the interpretation, application, administration or alleged violation of the provision of this agreement, shall be dealt with in the following manner. It is agreed that an employee shall first discuss the matter subject to a grievance with their supervisor in an effort to find mutual resolve prior to the start of the grievance process:
- Step No. 1: Within thirty (30) days of the difference complained of, the employee concerned, in the presence of the steward, may submit a grievance in writing to the Supervisor of the Employer who shall reply within five (5) working days after the grievance was submitted.
  - Step No. 2: Failing satisfactory settlement at Step 1, the grievor with a Union Staff Representative, or with a shop steward and the ranking Unit steward (or designate) for the bargaining unit, shall meet with the Employer's Chief Administrative Officer (or designate) within fourteen (14) days of the decision rendered at Step 1 to further attempt satisfactory settlement before proceeding to Step 3. The Chief Administrative Officer (or designate) may have a representative, and councilor and/or counsel present at the meeting.
  - Step No. 3: Prior to the grievance mediation, the Union shall be granted a meeting with Arran-Elderslie Grievance Committee of the council who will render a decision within ten (10) days.
  - Step No. 4: Prior to any grievance proceeding to arbitration the parties agree to use the services of a Grievance Mediator. The costs of this service shall be shared equally by the parties. Failing a satisfactory settlement in this process either party reserves the right to proceed to arbitration.
  - Step No. 5: Failing satisfactory settlement at Step 4, the Union may refer the grievance to arbitration, with thirty (30) days of the meeting under Step 4.

- 7.07 A claim by an employee that they have been discharged without just cause, shall be treated as a grievance if a written statement of such grievance is lodged with the Employer's Chief Administrative Officer at Step 2 of the grievance procedure within five (5) working days following notice of discharge. Such grievance may be settled by confirming the Employer's action or be reinstating the employee with full or partial compensation, or by any other arrangement deemed just and equitable in the option of the concurring parties or an Arbitration Board. A probationary employee shall have no rights to grieve dismissal within the probationary period.
- 7.08 The Union and the Employer shall have the right to file a group grievance based on a dispute arising out of the application, interpretation, or alleged violation of this agreement. However, a Union group grievance shall not include any matter upon which an employee is personally entitled to grieve, unless the grievance is common to a group of employees, in which case it shall be dealt with as a group grievance. A group grievance may be launched by either party in writing at Step 1 of the grievance procedure, at any time with thirty (30) calendar days of the circumstances giving rise to the grievance or the date the party ought reasonably to have become aware of the circumstances giving rise to such grievance. If it is not satisfactory settled at such step, it may be referred to arbitration in the same manner and to the same extent as the grievance of an employee.
- 7.09 If a party fails to reply to the grievance within the time limit set out at any step of the grievance procedure, the grievance may be submitted to the next step of the grievance procedure.
- 7.10 At any step of the grievance procedure the time limits imposed upon either party may be extended at the request of either party in writing.
- 7.11 The Employer shall supply the necessary facilities for the grievance meetings, which usually shall be heard during normal business hours. Employees shall suffer no loss of pay for attending at such meetings. Notwithstanding the aforementioned, normal business hours and no loss of pay shall not apply to Step 3 of the grievance procedure should these meetings occur in the evening.
- 7.12 Progressive Discipline

The Employer agrees with the principle of progressive discipline as outlined in the following process:

7.12.1 The Employer will communicate its expectations to the employees in an informal, positive manner and only proceed with progressive discipline when communications, including verbal or written instruction and direction, have been disregarded.

7.12.2 Alternative to Discipline may be utilized to assist employees to adapt to the workplace and may include transfer of employees between departments and work locations.

7.12.3 Situations leading to progressive discipline include, but are not limited to, the following types of behavior:

- 7.12.3.1 Substance abuse and dependence
- 7.12.3.2 Poor work performance and/or bad attitude
- 7.12.3.3 Compliance with the Employer's policies and procedures
- 7.12.3.4 Excessive absenteeism
- 7.12.3.5 Disrespect to co-workers and/or the Employer

- 7.12.3.6 Dangerous or threatening behavior putting self or others at risk
- 7.12.3.7 Mistreatment or personal use of the Employer's property or equipment

#### 7.12.4 Stages of Progressive Discipline

- 7.12.4.1 Verbal warning
- 7.12.4.2 Written warning
- 7.12.4.3 Written suspension for 1 to 3 days without pay
- 7.12.4.4 Written suspension for 5 to 10 days without pay
- 7.12.4.5 Termination

#### 7.12.5 Options once progressive discipline has commenced are:

- 7.12.5.1 Adapt to the workplace, including changes in location and management
- 7.12.5.2 Negotiate an exit package
- 7.12.5.3 Continue with progressive discipline towards termination

### **ARTICLE 8 – ARBITRATION**

#### 8.01 Where a grievance is to be referred to Arbitration, the following procedure shall apply:

- (a) the party referring the grievance shall give notice to the other party indicating its intention to refer the matter to arbitration and giving the name and address of its appointee to the Arbitration Board;
- (b) within five (5) working days after receipt of such notice, the other party shall respond by indicating the name and address of its appointee to the Arbitration Board;
- (c) the two (2) appointees so selected shall, with twenty (20) working days after receipt of the notice of appointment of the second of them, appoint a third person who shall be the chairman of the Arbitration Board;
- (d) if the recipient of the notice fails to name an appointee, or if the two (2) appointees fail to agree upon a chairman with the time limits, the appointment may be made by the Minister of Labour upon request of either party.

#### 8.02 The Arbitration Board is to be governed by the following provisions:

- (a) the Arbitration Board shall hear and determine the subject of the grievance and shall issue a decision which is final and binding upon the parties and upon any employee or Employer affected by it;
- (b) the decision of a majority is the decision of the Arbitration Board, but if there is no majority, the decision of the Chairman governs;
- (c) each of the parties shall pay one-half (1/2) of the remuneration and expenses of the Chairman of the board;
- (d) the Board shall determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations;

- (e) the Board shall not have any authority or power to alter, change, or amend any of the provisions of this agreement or to substitute any new provision, in lieu thereof, or to give any decision contrary to the express intent or terms and conditions of this agreement or in any way, modify, add to or detract from any provision of this agreement;
  - (f) the parties and the arbitrator shall have access to the Employer's premises to view working conditions, machinery or operations which may be relevant to the resolution of the grievance;
  - (g) the Board shall have jurisdiction to determine whether a grievance is arbitral.
- 8.03 A grievor whose attendance is required at arbitration hearings shall receive permission to be absent from work. Time spent by such grievor at arbitration proceedings shall be considered time worked.
- 8.04 After all the steps in the grievance procedure have been taken the parties may agree to have the option of referring a grievance to a single arbitrator as provided under Section 49 of the *Labour Relations Act*, 1995, as amended.
- 8.05 Time limits in this and previous articles may be extended at the request of either party in writing.

#### **ARTICLE 9 – NO STRIKES – NO LOCKOUTS**

- 9.01 In view of the orderly procedure established by this Agreement for settling of disputes and handling of grievances, the Union agrees that during the life of this Agreement there will be no strikes. The Corporation agrees that there will be no lockouts. Lockouts and strikes as defined in the *Labour Relations Act*, 1995, as amended.

#### **ARTICLE 10 – SENIORITY**

- 10.01 (a) Seniority for full time employees is defined as the length of continuous service with the Employer and shall be used in determining preference or priority for holidays, layoff and recall, and promotions, providing the employee has the skills, ability and qualifications to do the job in question, and as set out in other provisions of this agreement.
- (b) A full time and part time seniority list will be maintained and recognized by the Employer as follows:
- (i) All Full-Time employees employed by the Employer at the inception of this collective agreement shall have seniority as per the "SENIORITY SCHEDULE" attached hereto.
  - (ii) Thereafter all new employees shall (after completion of the probationary period) have their start date of employment as their seniority date.
  - (iii) The Employer shall maintain each seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list of full time and part time employees shall be sent to the Union and posted on all bulletin boards in January of each year.

- (iv) The part time seniority list shall be calculated from date of hire in hours paid. For the purpose of conversion, from part time to full time and vice versa, two thousand, two hundred and eighty-eight (2,288) hours of part time seniority shall be equivalent to 1 year of full time seniority and 1 year of full time seniority shall be equal to two thousand, two hundred and eighty-eight (2,288) hours of part time seniority.
- (v) Seasonal employees defined as seasonal heavy equipment operator and recreation attendant – seasonal – P/T shall have their hours of work recognized for work hours completed in the previous season. If recalled into a current year work assignment these hours shall be recognized as seniority for all hours accumulated to no fixed maximum. Seasonal seniority maybe used for the purpose of getting prorated past service recognition in the event a seasonal employee posts into a permanent position. The past service seniority shall be converted to permanent seniority upon completion of the probation period.

## 10.02 Probationary Employees (Full and Part Time)

10.02.01 The employment of a newly hired employee shall be on a probationary basis until the employee has actually worked for a period of accumulated work of nine (9) months worked from the date of hiring to the nine (9) month anniversary of the first day. During the probationary period, the employee shall be entitled to all the rights and privileges of this Agreement, except with respect to discharge. It is expressly acknowledged that the Employer may terminate a probationary employee without cause if the Employer has no need for the employee or considers the employee to be in any way unsuitable for or unacceptable in this position. The employment of a probationary employee may be terminated at any time during the probationary period without recourse to the Grievance Procedure, unless the Union claims discrimination, as noted in Article 4, as the basis of termination. After completion of the probationary period, seniority shall be effective from the original date of employment.

In recognition that some positions require difference skills and experience in different seasons, if an employee commences work on a date where the probationary period would end prior to the next seasonal change of work, the Employer may request an extension of the probationary period beyond nine (9) months to allow time to assess the employee's performance in the new season. Such request for extension may be granted in exceptional circumstances.

10.02.2 It is understood that the probationary employee's performance shall be evaluated during this probationary period.

## 10.03 Loss of Seniority

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

An employee shall only lose their seniority and their employment shall terminate in the event:

- (1) They are discharged and are not reinstated through the grievance procedure.
- (2) They resign in writing.

- (3) They are absent from work without reasonable cause in excess of three (3) working days without notifying the Employer, unless such failure is due to sickness or other just cause or the giving of such notice was not reasonably possible.
- (4) They fail to return to work after recall from layoff with four (4) calendar days of being notified personally or by registered mail to do so, unless such failure is due to sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of their current address.
- (5) They are laid-off for a period longer than two (2) years.

10.04 There is a three (3) business day cooling off period where an Employee can rescind an employment resignation.

## **ARTICLE 11 – PROMOTIONS AND STAFF CHANGES**

### 11.01 Job Postings and Information in Postings

Where a job vacancy exists or the employer creates a new job within the bargaining unit, notice shall be posted within seven (7) days at appropriate locations, including the bulletin boards for a minimum period of ten (10) working days and a copy of the notice shall be sent to the Union.

Such notice shall contain the following information: nature of the position, qualifications required knowledge and education, skills and hours of work.

### 11.02 Internal and External Postings

Internal and external postings may be posted at the same time, with first preference to internal candidates.

### 11.03 (a) Method of Making Appointments

In making staff changes, transfers or promotions, appointments shall be made of the applicant with the greatest seniority and have the required qualifications. Provided that there are suitable candidates within the bargaining unit, the appointment from within the bargaining unit shall be made within four (4) weeks following the end of the posting period. This time period may be extended for an additional one (1) week at the request of the employer.

### (b) Change in Reporting Location

When an Employee is moved from one (1) reporting location to another location in the same classification, the Employer shall offer the change on a seniority basis. Failing acceptance by the senior employees, the least senior person(s) within the classification will be moved to meet the Employer's requirements.

### 11.04 Union Notification

The Union and the Unit Vice-President shall be notified of all appointments, hirings, lay-offs, transfers, recalls and terminations of employment.

## 11.05 Classifications

Job classifications are set out in Schedule "A" of this Agreement.

## 11.06 Trial Period for Promotion or Transfer

In the case of a promotion or lateral transfer within the same department, the successful applicant shall be placed on trial for a period of one (1) month. All other promotions or transfers will be subject to a three (3) month trial period. Conditional on satisfactory service, the employee shall be declared to be in the position after the period.

In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, the employee shall be returned to the employee's former position, wage or salary rate, without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to the employee's former position, wage or salary rate without loss of seniority. The return of those employees to their former positions, etc. as aforesaid, shall not be the subject of a grievance. By mutual agreement of both parties the trial period may be extended for a further period of three (3) months.

If there is more than one (1) candidate for the original position, it will be offered to the next candidate meeting the requirements of the position.

## 11.07 Cross-Training Opportunities

11.07.01 The Employer is committed to cross-training its employees. When resources permit, the Employer will offer training opportunities to employees in all departments on a seniority basis.

11.07.02 Cross-training offers and hours completed will be recorded in the employee's personnel files.

11.07.03 The Employer will conduct an initial survey to determine the level of interest by employees to participate in upgrading their skills and certification and will continue to encourage employees to advise when training is desired.

11.07.04 Employees will be required to provide an expression of interest, in writing, for types of training required by the Employer.

11.08 Employees shall be offered training to maintain competency to their applicable classification. Training opportunities shall be rotated by seniority. An expression of interest shall be provided by employees interested in training opportunities. These opportunities shall include: road school, maintenance or upgrades of licenses, certifications and provincial driving licenses. Other training opportunities may include: WHMIS, Occupational H & S, First Aid, etc.

11.08.01 Work related Educational Training requiring out of town accommodation shall be compensated with a \$80.00 per diem and Hotel Bookings completed by the Employer. Upon submission with receipts the per diem shall be reimbursed.

11.08.02 The Employer agrees to provide a Corporate Vehicle and pay for work hours to complete Ministry Testing for Bargaining Unit Employees.

## **ARTICLE 12 – LAY-OFFS AND RECALLS**

### **12.01 Lay-off and Rehiring Procedure**

Both parties recognize that job security should increase in proportion with length of service. Therefore, in the event of a lay-off, employees shall be laid off in the reverse order of their seniority. Employees shall be recalled in the order of their seniority providing they have the skills, qualifications and ability to perform the work.

### **12.02 No New Employees**

No new employees will be hired until qualified employees who are laid off have been given an opportunity of re-employment.

### **12.03 Notice of Lay-off**

The Employer shall notify employees who are to be laid off fifteen (15) working days before the lay-off is to be effective.

If the employee laid off has not had the opportunity to work fifteen (15) full days after notice of lay-offs, they shall be paid in lieu of work for that part of fifteen (15) days during which work was not made available. Not applicable to the employees with less than three (3) months seniority.

**12.04** The right of laid off full time employees to benefits under this agreement, if they otherwise qualify therefore, shall continue for a period of three (3) months after layoff. In the event of a longer lay-off, employees affected may have the right to continue coverage by making direct payments if permitted by the carrier. This provision does not relate or apply to employees who do not otherwise qualify for benefits.

**12.05 Bumping** (this section shall not apply to school crossing guards and recreation program workers).

- (a) In lay-offs, casual employees shall be laid off and/or released before full-time, part time or probationary employees subject to the requirement that the remaining employees have the skills, qualifications and ability to perform the job satisfactorily.
- (b) An employee who is laid off from their job may elect to be laid off (subject to the applicable notice requirements) or to bump into another bargaining unit classification as set out below in (c). Full-time employees may bump full-time or part-time employees with lesser seniority. Part-time employees may only bump part-time employees with lesser seniority.
- (c) An employee who is unwilling to be laid off may bump into any job classification that is occupied by an employee with less seniority subject to the following:
  - i) The employee exercising the right to bump must have the skills, qualifications and ability to perform the job satisfactorily.
  - ii) The employee exercising the right to bump must have more seniority than the employee being bumped.
  - iii) If there is more than one employee in the job classification, it shall be the least senior employee with the same hours who is bumped.

- iv) No new employees will be hired until those on lay-off have been recalled, providing the employee has the skills, qualifications and ability to perform the work required.
- (d) Recall
- (i) Recall may be to the same classification if available or any classification or a combination of classifications providing the employee has the skills, qualifications and ability to perform the work required.
  - (ii) In the event a recall is anticipated to be less than ten (10) days in duration, no further notice of lay-off is needed to be given when the work the employee is recalled to do comes to an end.
  - (iii) Employees recalled must give written notice of acceptance or refusal within three (3) calendar days.

12.06 The employer agrees that it shall not exercise Article 12 in an arbitrary or discriminatory manner.

### **ARTICLE 13 – HOURS OF WORK**

13.01 The normal hours of work are as follows, it being understood that for each of the following nothing herein shall constitute a guarantee of the hours of work per day or week or of working schedules.

13.01.1 For full-time administration employees from Monday to Friday inclusive 8:30 a.m. to 4:30 p.m., thirty-five (35) hours a week, with a one (1) hour unpaid lunch.

13.01.2 Public Works Department

- (i) for employees in Public Works (Sewer and Water) shall be 7 am – 4:30 pm – Monday to Thursday 7 am – 3:30 pm – Friday with a one-half (1/2) hour unpaid lunch break. **“The Work week shall consist of forty-four (44) hours per week.”**
- (ii) for employees in Public Works (Roads) shall be 7 am – 4:30 pm – Monday to Thursday 7 am – 3:30 pm – Friday with a one-half (1/2) hour unpaid lunch break. **“The Work week shall consist of forty-four (44) hours per week and maybe amended to forty (40) hours by mutual agreement of the parties.”**

13.01.3 Parks & Recreation Department

- (i) for employees in Parks & Recreation shall work forty (40) hours per week consisting of varied shifts including a one half (1/2) hour paid lunch break from September 1<sup>st</sup> to March 31<sup>st</sup>.
- (ii) for employees in Parks & Recreation shall work forty (40) hours per week consisting of varied shifts with a one half (1/2) hour unpaid lunch break from April 1<sup>st</sup> to August 31<sup>st</sup>, unless there is a rental in the facility during the said shift, and as directed by the Department Manager.

13.01.4 During seasonal operations it is agreed that once an employee has worked the normal hours of work for the week there shall be no further hours worked unless the seasonal work requires it.

13.01.5 The hours of work for part-time or casual employees shall be scheduled to conform to the employer's requirements.

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

13.03 Employees who request a change of shift shall be required to make such request at least forty-eight (48) hours in advance, in writing, and the Employer shall consider the request for a change on an individual basis. Such changes may be permitted at the discretion of the Employer, provided that overtime or other additional costs shall not be incurred by the Employer in relation to any requested shift change.

13.04 Hours of Work

#### Construction Season

During the seasonal operation of construction (including calcium application, etc.), it is not unusual to begin the day earlier than normal to accommodate an outside contractor or supplier. The starting and stopping times are variable at that time and if the employee has their normal hours in before the normal stopping time on Friday (or Thursday if that be the case) then the employee does not continue to work past the normal hours unless authorized to do so by the Works Manager. The employee usually gets the rest of the day or days off.

Should the season operation be known to begin on a day other than Monday the employee may have their schedule arranged to meet the seasonal requirements, it being understood that the employee will not lose any normal hours of work as a result of any rearrangement.

#### Snow Season

During the seasonal operation of snowplowing it is not unusual to begin the day earlier than normal to accommodate the snowplowing. The starting and stopping times are variable at that time and if the employee has their normal hours in before the normal stopping time on Friday (or Thursday if that is the case) then the employee does not continue to work past the normal hours unless authorized to do so by the Works Manager and/or Foreman. The employee usually gets the rest of the day or days off. Should more snowplowing be required after the employee reaches the normal hours of work the employee shall be compensated for overtime hours as is required for overtime. The Municipality will adhere to the Ministry of Transportation handbook VII Hours of Service Requirements. An employee is responsible to notify their Foreman when they have reached these hours of service. If an employee needs a 36-hour reset for service hours, they will be scheduled off and the Municipality will top up their forty-four (44) hour work week if required. The top up will not come from the employee's bank time.

13.05 Public Works (Roads) employees required to change work locations (shops) on a temporary basis shall be given a minimum twenty-four (24) hour notice in advance of the request. When less than twenty-four (24) hours' notice is given, mileage or a Municipal vehicle shall be provided for transportation.

## 13.06 Flex Time

Accounting Clerks starting January 1<sup>st</sup>, 2020 may be entitled to accumulate forty (40) hours of straight time that may be used to cover for paid absences. Flex time shall be scheduled in advance to cover days over Christmas that would otherwise be regular days of work. This time may be used to cover snow day absences or for appointments. Absences for other needs shall be allowed with permission of the Employer. Employees may accumulate the flex time bank of hours by taking a ½ hour lunch in lieu of the standard one (1) hour lunch period. Due to operational needs there may be days or weeks for which Employees cannot accumulate flex time as identified by the Employer. The flex time bank shall accumulate between January 1<sup>st</sup> to December 31<sup>st</sup> of each year and two (2) days – fourteen (14) hours may be carried over to March 31<sup>st</sup> of the following year to allow for the bank to cover potential snow day events. The flex time bank shall have no cash value and two (2) days – fourteen (14) hours cannot be carried over past March 31<sup>st</sup> of the following year for which was accumulated.

## **ARTICLE 14 – OVERTIME**

### 14.01 Overtime Defined

The Works Department shall work a forty-four (44) hour week. By mutual agreement the schedule may be amended to forty (40) hours per week. The Recreation Department shall work a forty (40) hour week. Overtime shall apply after forty-four (44) hours for all bargaining unit employees.

#### 14.01.1 Overtime Saturday or Sunday

If an employee in the Works Department, including the Water/Sewer Department, is required to work on a Saturday or Sunday, such employee will receive overtime at the rate of one and one-half (1.5) times their regular hourly rate of pay.

#### 14.01.2 Overtime Saturday or Sunday Pre-approved

Work performed on a Saturday or Sunday must be pre-approved by Management.

#### 14.02.1 Overtime rates shall be at time and one half (1 ½) the regular hourly rate.

#### 14.02.2 Overtime shall be compulsory when requested during emergencies. In case of emergency the seniority list shall not prevail.

### 14.03 Subject to the “Accumulated Lieu Time” clause, overtime shall be paid at the end of the pay period in which the overtime was actually worked.

### 14.04 An employee who is called in by the Municipality, or by an emergency alarm call, and required to work outside regular working hours shall be paid a minimum of four (4) hours at the applicable overtime rates. An employee dealing with an alarm or call out during the minimum period shall receive only the overtime rate and not the regular applicable wages for the same time period. This clause does not apply to seasonal changes in hours of work as set out in Article 13.04. This provision does not apply to winter control.

## **ARTICLE 15 – HOLIDAYS**

### **15.01 List of Holidays**

Subject to the terms of this Article, the Employer recognizes the following as paid holidays:

New Year's Day	Thanksgiving
Good Friday	Victoria Day
Canada Day	Christmas Day
Civic Holiday	Boxing Day
Labour Day	Easter Monday
Family Day	National Day for Truth and Reconciliation

Any other day proclaimed as a holiday by the Federal Government.

#### **15.01.1 Time off for Remembrance Day Services**

All employees shall be allowed paid leave to attend cenotaph services nearest to their work location on Remembrance Day from 10:00 a.m. to 12:00 noon.

#### **15.01.2 Float Holidays**

Each employee shall be entitled to two (2) additional days off with pay per year on days mutually agreed to by the employee and the Employer which day must be used between January 1 and December 31 of each year or it will automatically be forfeit. Days cannot be carried forward to the next year.

Employees shall be granted their float holidays when requested subject to operational requirements. The Employer shall clarify the reason for any denial of such request.

### **15.02 Holidays Falling on a Weekend**

When any of the above noted holidays fall on a Saturday or Sunday and are not proclaimed as being observed on some other day, the preceding Friday or the following Monday shall be deemed to be a holiday for the purpose of this Agreement.

### **15.03 Holiday Pay**

Provided that the employee shall have worked their scheduled shift immediately preceding or their scheduled shift immediately following the holiday (unless the employee is off on leave with pay pursuant to the provisions of this Agreement):

- i) An employee who is not required to work on one of the above holidays shall receive holiday pay equal to one normal day's pay;

and

- ii) An employee who is required to work a full shift on such a holiday shall be paid one and one half times the employee's regular rate of pay for the shift worked on the holiday, plus a similar shift payment at the employee's regular rate of pay, such shift to be taken at a mutually agreeable time.

#### 15.04 Normal Day's Pay

For the purposes of this Article "one normal day's pay" shall be an amount equal to the number of hours the employee would have normally worked X the employee's normal straight-time hourly rate of pay; Non-full time employees shall receive public holiday pay in accordance with the *Employment Standards Act, 2000*, as amended and in force at the time of the public holiday.

### **ARTICLE 16 – VACATION**

#### 16.01

- (a) Full Time Employees shall receive an annual vacation with pay in accordance with credited service prior to the commencement of their vacation period as follows:

<u>Credited Service</u>	<u>Vacation Entitlement</u>
One and two years	two weeks (10 working days)
Three and four years	three weeks (15 working days)
Five years	four weeks (20 working days)
Six years or more	four weeks (20 working days) and one additional day for each year thereafter to an accumulative total not to exceed twenty-five (25) working days

During the first year, or part year of service, vacation entitlement shall not exceed 4% of wages, for the part year, for any vacation days used during the said period, with Management's approval.

- (b) Vacation entitlement shall be on the anniversary date. "Anniversary date" for an employee shall be defined as January 1<sup>st</sup> of each year subsequent to completion of 12 or more full months of employment with the Municipality.
- (c) All non-full time (e.g. Part-time or casual) employees may be paid, on each pay period, the wage equivalent of the vacation in accordance with the *Employment Standards Act*, as amended from time to time. After three (3) equivalent years of service, vacation pay shall be paid 6% of regular wages. (Actual hours worked divided by 2288 hours = years of service)

Said part-time or casual employees shall state their choice of method of vacation pay entitlement in writing to the Employer, with the choices being:

- (i) Each pay period
- (ii) When vacation days are taken
- (iii) Final pay period of the year of entitlement.

#### 16.02 Holidays During Vacation

If a paid holiday falls or is observed during an employee's vacation period they shall be granted an additional day's vacation for each holiday, in addition to their regular vacation time.

### 16.03 Vacation Schedules

By the last week of February, employees shall make application for their vacation entitlement for the current year. Such requests shall be approved by April 1<sup>st</sup> in each year of the Collective Agreement. Senior employees will be given first choice. (Employees wishing vacation in January, February or March must make application therefore by December 15<sup>th</sup> of the previous year).

Employees wishing to take vacation in January, February or March shall have their requests confirmed within one (1) week of such request (subject to a senior employee making a similar request).

The employee must request vacation as above and where an employee has not requested or posted for vacation by June 1<sup>st</sup> of the current year, the employer may determine the vacation period.

With the approval of the Employer prior to the end of the year of vacation time entitlement, employees may carry over one (1) week of their vacation until March 31 of the next calendar year and may be extended by special circumstances by mutual agreement between the Employer and Employee.

### 16.04 Unbroken Vacation Period

Except as provided for in Clause 16.03 above, an employee shall be entitled to receive their vacation in unbroken periods of up to two (2) weeks unless otherwise mutually agreed upon between the employee and the Employer.

### 16.05 Hospitalization While on Vacation

In the event that an employee is confined to hospital during their vacation, they shall be permitted to reschedule and take that portion of their vacation period for which they were hospitalized. The rescheduled vacation or part thereof shall be at a mutually agreed upon time.

In order to qualify for rescheduled vacation an employee must notify the Employer as soon as reasonably practicable of their hospitalization and shall submit a medical doctor's certificate as to the reason for and duration of the hospitalization.

The foregoing right to reschedule vacation shall not apply in the event that an employee's hospitalization arises as a result of an accident or incident occurring while they are working for another employer.

Employees that have been treated in hospital and must remain at home under doctor's care, a medical notice is to be provided to the employer.

## **ARTICLE 17 – HEALTH, SICK & DISABILITY LEAVE PROVISION**

### **17.1 Sick Leave Plan:**

The Employer shall provide and track an in-house sick leave plan for its full-time employees in lieu of purchasing short-term disability plan, as follows:

- 17.1.1 Each employee shall earn one (1) day of sick leave each month of active service. Within the first year of employment employees shall be deemed to have twelve (12) sick days for their personal illness or non-occupational injury if needed. Subsequent years of entitlement shall be in accordance with Article 17.
- 17.1.2 Sick leave may be used in blocks of not less than one (1) hour.
- 17.1.3 The unused portion of annual earned sick leave days shall be accumulated, to a maximum total of two hundred and forty (240) days, as at December 31<sup>st</sup> in any year, into a reserve account, to the credit of each employee, which will track the number and the dollar value of the unused days, and to be reported on pay stub on an annual basis.
- 17.1.4 The Employer shall add the number of the unused sick leave days for the years 2003 and 2004 for each employee, employed by the Municipality at April 1, 2005 to start a bank of days available for use. No dollar value will be added to the reserve account for these days.
- 17.1.5 Simple interest, at the average annual rate the Employer would normally receive on the general funds of the Municipality, shall be added to the sick leave reserve account at the end of each calendar year to the credit of each employee.
- 17.1.6 Part-time employees in the following classifications shall be entitled to twelve (12) prorated sick days per year. Said days shall carry over year to year: Accounting Clerk/Receptionist, Works Part-time/Casual, Custodian and Landfill Attendant
- 17.1.7 Each employee is permitted to use their sick leave benefits to provide care to an ill family member.
- 17.1.8 Employment Insurance Sick Leave Benefits
  - 17.1.8.1 The Employer shall register and maintain a Supplemental Unemployment Benefit (SUB) plan with the Department of Human Resources and Skills Development Canada (HRSDC) for the purpose of supplementing employee's wages during temporary illnesses, injuries or quarantines to ensure that payments are not considered as earnings for Employment Insurance (EI) purposes and are not deducted from EI benefits.
  - 17.1.8.2 Employees may make use of the SUB plan for absences due to short-term illnesses, injuries or quarantines exceeding two weeks in duration.

- 17.1.8.3 Employees may use accumulated sick leave credits to cover the mandatory one-week waiting period for Employment Insurance at the rate of 66% of their regular earnings.
- 17.1.8.4 The Employer will supplement the employees' earnings received from Employment Insurance to a maximum of 66% of their regular earnings.
- 17.1.8.5 Verification that the employees have applied to and are in receipt of EI benefits will be made before SUB payments are paid by an examination of the employee's EI benefit cheque stubs.

17.1.9 In unusual or extreme circumstances, the Employer may make exceptions to these provisions to ensure an employee has earnings in the event of an illness. Exceptions may include, but are limited to, use of future sick leave credits.

17.1.10 When an employee ceases to work for the Employer, the employee shall receive 50% of the value credited in the sick leave reserve account for that employee, within one (1) week of the last day worked.

17.1.11 Employees who are reaching retirement age or wish to retire early, shall be allowed to have the 50% cash out to remain on payroll until their actual retirement date as funds permit. The Employee must make this request at least three (3) months in advance of payroll continuation.

17.2 Group Life Insurance: The Employer shall make one hundred (100%) percent contribution to the premium cost of obtaining:

17.2.1 The MANULIFE Plan #0117950 effective October 2019:

dependent life spouse	\$5,000
children	\$2,500
accidental, death & dismemberment	same as life insurance
long-term disability	70%, maximum \$3,000 monthly
life insurance	two (2) times salary

The above insurance is provided to employees up to age 65. After age 65, the life insurance declines to one (1) times salary; the Long-term disability insurance is not available from the carrier.

Employees retiring before age 70 may purchase the above insurance benefits through the municipality after retirement up to age 70, subject to the notes above regarding coverage after age 65.

17.3 Extended Health Care: The Employer shall make one hundred (100%) percent contribution to the premium cost of obtaining:

17.3.1 MANULIFE Benefits Plan #0117950 with the following on behalf of the eligible employees as determined by the plans effective October 2019:

**Year 2024 & 2025**

\$500.00 every twenty-four (24) months for prescription eyewear

Coverage for one (1) eye exam every twenty-four (24) months to a maximum of \$120.00

Dental – one year behind ODA fee guide

Reimbursement for basic and comprehensive basic services and major restorative services; overall calendar year maximum of \$1,600.00 for all dental services combined.

Coverage for orthodontics at 50% reimbursement to a lifetime maximum of \$ 1,500.00

**Year 2024 & 2025**

\$1000.00 combined calendar year maximum for all Chiropractor, and Massage Therapist services combined.

Employees retiring before age 70 may purchase the above insurance benefits through the municipality after retirement up to age 70.

**Employee Assistance Program (EAP)**

The LifeWorks Employee Assistant Program is a Counselling and Well-Being resource available to you as employees as well as your eligible dependent family members. LifeWorks is a confidential program available 24 hours a day, 7 days a week, 365 days a year.

To contact LifeWorks, please call the toll-free 24/7 line at:

English: 1.877.207.8833

Online at [arranelderslie.lifeworks.com](http://arranelderslie.lifeworks.com). Visit the program 24/7 to access.

English: Username: arranelderslie Password: eap

The LifeWorks consultants will work with you to conduct an assessment to determine the best fit of services available to you through the program. Below is a summary of some of the services that LifeWorks offers:

***Employee Services***

- ***Short-Term, Clinically Appropriate Counselling Support***
  - Telephonic counselling
  - In person counselling
  - Video chat counselling
  - Immediate telephonic crisis counselling
  - Virtual group counselling
  
- ***Consultative Services***
  - 30 minute legal consultations (in person or via telephone)
  - Single-session financial consultations (via telephone)
  - Session-based dietician support (via telephone)
  - Session-based naturopathic support (via telephone)
  - Career counselling (via telephone)

- Information/Research services
- Life transitions consultations and/or research (via telephone)
- *Management Services*
  - Management Consultations (via telephone)
  - Monitored Referrals
  - Crisis Management

The Employer shall provide a (EAP) Program on hundred percent (100%) paid for by the Employer.

17.3.2 Part-time Employees shall receive six (6) percent in lieu of benefits. Effective January 1<sup>st</sup>, 2024. This provision shall apply to the following positions / classifications:

- Landfill Attendants
- Crossing Guards
- Custodians

Effective January 1<sup>st</sup>, 2020

## **ARTICLE 18 – LEAVE OF ABSENCE**

### 18.01 Union Conventions

Upon written application three (3) weeks in advance, leave of absence with pay and without loss of seniority may be granted by the Employer, to employees elected or appointed to represent the Union at Union Conventions or seminars. Such request shall not unreasonably be denied. The total of such time off for all causes and for all employees in this unit shall not exceed fifteen (15) days in any calendar year. Should the employer find it necessary to replace the employee during any such leave the employer may do so with other qualified employees not requiring overtime, failing which, by supervisory or a contract person or other part-time/casual persons on a temporary basis which replacement shall not be the subject of grievance. The Union shall reimburse the Employer for all wages paid to bargaining unit members on leave at Union Conventions or Seminars.

No more than two (2) employees may be absent on such leave at any one time.

During such leave the Employer shall keep the employee's pay whole and the Union shall reimburse the employer for same.

## 18.02 Bereavement Leave

An employee will be granted leave of absence, without loss of pay, for the funeral of member of their family for up to the maximum number of days set forth in the following schedule:

- (a) Five (5) working days in the event of death of a husband, wife or common-law spouse as defined under the *Family Law Reform Act*, father, mother, son, daughter, grandchild.
- (b) Three (3) working days in the event of the death of a brother, sister, mother-in-law, father-in-law, grandparent.
- (c) Two (2) working days in the event of the death of a grandparent-in-law, brother-in-law, sister-in-law, aunt or uncle, niece or nephew and first-cousin.
- (d) The Employer may grant a request by an employee for an additional three (3) working days leave of absence without pay and without loss of seniority for bereavement. One (1) of these days may be used as a paid day for the attendance at a funeral for a friend. This entitlement shall be capped at one (1) occurrence per year. Such request shall not be unreasonably withheld.
- (e) When an employee cannot attend the funeral of those specified in Article 18.02 (a) because of geographical distance, they shall receive one (1) day paid leave of absence.
- (f) A one (1) day leave shall be granted without loss of salary or wages to attend a funeral as a pallbearer.

## 18.03 Jury or Court Witness Duty

The Employer shall grant leave of absence without loss of seniority to an employee who is scheduled to work and who is required by law to serve as a juror or witness in any court on such a day. The Employer shall pay such an employee the difference between the employee's normal earnings and the payment received for jury service or court witness, excluding payment for traveling, meals or other expenses. The employee will present proof of service and the amount of pay received. This clause shall not apply if the employee is personally a litigant (or part of a litigant's firm or corporation) testifying or attending the proceeding on the employee's own behalf.

## 18.04 Maternity and Parental Leaves

Upon written request, an employee shall be entitled to maternity and parental leaves of absence without pay and without loss of seniority as provided for by and pursuant to the *Employment Standards Act*. An employee returning to work after maternity and parental leave shall provide the Employer with at least two (2) weeks' notice. On return from maternity or parental leave, the employee will be placed in a position consistent with the *Employment Standards Act* and the seniority provisions of this Agreement. While on maternity or parental leave, the employee shall be subject and entitled to all provisions of this collective Agreement other than those mentioned.

Vacation pay and Holiday pay shall not be paid.

## 18.05 General Leave

The Employer may grant leave of absence without pay and without loss of seniority to any employee requesting such leave for good and sufficient cause, such request to be in writing and approved by the Employer. Such approval may not be unreasonably denied.

## 18.06 Employment While on Leave

Employees who seek, accept or perform alternate employment while on leave, without first obtaining the consent of the employer to do so, shall be dismissed from employment forthwith and such dismissal shall not be the subject of a grievance. This clause shall not prevent volunteer fire department service with the municipality.

## 18.07 Holiday/Vacation Pay While on Extended Leave

Any employee who is absent from work while on any extended leave of absence (e.g. workers' compensation, extended vacation, STD., LTD., etc. or any other leave) in excess of thirty (30) days shall cease to be entitled to vacation pay, designated public holidays or holiday pay for the remainder of the absence.

# **ARTICLE 19 – PAYMENT OF WAGES AND ALLOWANCES**

## 19.01 Pay Days

The employer shall pay salaries and wages every two (2) weeks on Fridays in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each payday, each employee has access to an itemized e-statement of their wages, overtime and deductions, also vacation and bank time credits. Sick time will be provided annually.

## 19.02 Pay during Temporary Transfers

Unless the employee is bumping according to the terms of this agreement, or is recalled from layoff to a lower paying job class, when an employee temporarily substitutes on any job, or performs the principal duties of another job, they shall receive the rate for the job or their regular rate, whichever is greater. When an employee is regularly assigned to a position paying a lower rate, their rate shall not be reduced until after fifteen (15) working days.

## 19.03 Accumulated and Lieu Time

- (a) A Public Works employee may be allowed to accumulate annually up to a maximum of one hundred and forty (140) straight time hours in lieu or overtime hours (converted to straight time hours) with no top up or replenishment in the calendar year.
- (b) A Water and Sewer employee may be allowed to accumulate annually up to a maximum of one hundred and sixty (160) straight time hours in lieu or overtime hours (converted to straight time hours) with no top up or replenishment in the calendar year.

(c) Accumulated time may be used by the Employees, subject to the work schedule, until December 31<sup>st</sup>.

A maximum of forty-four (44) straight time hours may be carried forward to a new year.

Thereafter and while the employee is at the maximum, all such further time in any year shall be paid out as earned.

An Employee may utilize accumulated time under the article in minimum of one (1) hour lots.

#### 19.04 Stand-by

##### 19.04.1 Weekly On-Call

Water & Sewer employees required to be on call from Thursday twelve (12) noon to Thursday twelve (12) noon shall receive \$250.00 per week effective date of ratification. The employee on call will take the Friday after the on-call off or another day that must be pre-approved by Management. Using the on-call hours collected and bank time to maintain their eighty-eight (88) work weeks. This provision shall only apply to the on-call employees.

##### 19.04.2 Public Works

Roads Employees required to be on call from Thursday twelve (12) noon to Thursday twelve (12) noon shall receive \$250.00 per week. The Employer shall post a winter on-call schedule with equitable distribution to all full-time bargaining unit employees in the department. The employee on call will take the Friday after the on-call off or another day that must be pre-approved by Management. Using the on-call hours collected and bank time to maintain their eighty-eight (88) work weeks. This provision shall only apply to the on-call employee.

##### 19.04.3 Statutory Holiday Standby

Employees scheduled to be on stand-by/on call for and perform equipment checks on a weekend or statutory holiday shall be paid \$125.00 per day for checking refrigeration plants in each arena. Should more work than the regular checks be required the hours shall be paid at the applicable overtime rates. This provision is only applicable when refrigeration plants are in operation.

#### 19.05 Pay Equity and Job Evaluation

The Employer is committed to maintaining Pay Equity and maintaining compliance. The Employer agrees to meet with CUPE J. E. Representative to review the maintenance compliance under the current 19.05.

## **ARTICLE 20 – PENSION PLAN**

### 20.1 Pension Plan O.M.E.R.S.

- (a) All full-time employees of the bargaining unit shall be enrolled in the OMERS Pension Plan as a condition of employment.
- (b) All other employees shall be offered the opportunity to participate in the OMERS Pension Plan as soon as they have worked seven hundred (700) hours in each of two (2) consecutive years or have earned 35% of the YMPE under the CPP in each of the two consecutive years, or as otherwise eligible under the OMERS Pension Plan.

## **ARTICLE 21 – UNIFORM, CLOTHING, SAFETY FOOTWEAR & EQUIPMENT ALLOWANCES**

21.01 In accordance with the *Occupational Health & Safety Act*, the Employer shall supply articles of equipment and clothing as required for the work of an employee.

### 21.02 Equipment Allowance:

All employees shall be provided with the following equipment when required for the work being done:

rain gear, gloves, rubber boots, hard hats, vest, non-prescription safety glasses, non-prescription regular or clip-on sunglasses, sunscreen, chainsaw equipment (including rubber boots, hearing protection, head gear, pants, and chaps) welding gear, insect repellent, water bottle and any other miscellaneous equipment that may be required for some jobs.

21.03 Clothing Allowance: All Works Department, Water/Sewer Department and Recreation Department employees shall receive the following clothing on their date of hire, and thereafter on an as needed basis considering the season and work requirements:

#### Works Department, Water Sewer Department

- high visibility orange safety wear consisting of a parka, a jacket, a coverall, an overall, three (3) T-shirts, three (3) short and/or long-sleeved buttoned shirts.
- regular shop coveralls or shop coat

#### Recreation Department

- regular shop coveralls (not high visibility)
- high visibility safety vests (which may be plastic or cloth)
- navy winter jacket, insulated coveralls, ball cap,
- three (3) short-sleeved T-shirts
- two (2) sweatshirts

All full-time employees will be reimbursed up to \$450.00, including taxes, for the purchase of pants or replacement safety clothing wear or coveralls for each contract year upon submission of acceptable receipts.

All part-time employees will be reimbursed up to \$450.00 including taxes, for the purchase of pants or replacement clothing wear or coveralls every two years from the date of purchase upon submission of acceptable receipts.

21.03.01 All employees in receipt of the above issue of clothing shall be eligible to receive a replacement issue of any of the above items on a one-for-one basis when such an article is returned to the Employer and proves to be:

21.03.1.1 either damaged and rendered unusable as a result of the employee's work activities, or

21.03.1.2 worn out as a result of normal wear for such item

21.04 If probation period is not completed by an employee, the Employer will deduct monies owing for clothing issued from the final pay period.

21.05 All equipment supplied by the Corporation belongs to the Corporation and shall be returned to the Corporation upon termination of employment.

#### 21.06 Safety Footwear Allowance

21.06.01 All employees in the following departments are required to wear certified safety footwear as a condition of employment with the Corporation:

21.06.01.1 Works Department, Water/Sewer Department, Recreation Department

21.06.01.2 Any employee not wearing certified safety footwear will not be paid until such time as the employee returns to work wearing certified safety footwear.

21.06.01.3 The Corporation will pay up to \$300.00 upon receipt of payment for safety footwear per full-time employee per contract year.

21.06.01.4 The Corporation will pay up to \$300.00 upon receipt of payment for safety footwear per part-time employee every two years from the date of purchase.

#### 21.07 Uniform Allowance:

Where the Corporation requires a uniform to be worn, the Corporation shall supply such uniform in the same manner as Article 21.03 with appropriate substitutions for the location and/or type of work and no clothing allowance will be paid to the employees.

21.08 Employees working in the Municipal Office in the position of Accounting Clerk shall receive branded clothing valued at a maximum value of \$150.00 on an annual basis. For the Municipal

Office Employees in the position of Recreation Programmer shall receive a clothing allowance in accordance with clothing provisions in Article 21.03 for Recreation Staff.

## **ARTICLE 22 – GENERAL CONDITIONS**

### **22.01 Proper Accommodation**

Proper accommodation shall be provided for employees to have their meals and keep and change their clothes. Employees using same shall be responsible for the general maintenance and cleanliness of those accommodations.

### **22.02 Tools and Equipment**

The Employer shall supply all tools and equipment required by employees in the performance of their duties. Replacements will be made by producing the worn or broken tool.

**22.03** The Employer shall provide safety equipment and protective clothing where it requires that such shall be worn by its employees.

### **22.04 Medical Examination**

Employees may be required to undergo a medical examination at the Employer's expense indicating the employee's suitability to perform the duties of the position prior to commencing employment. Upon return from a leave of absence for medical or health reasons the employee shall provide a doctor's certificate that the employee is fit to undertake the duties for which the employee is returning. Such examination may be made by the employee's family physician, or if no family physician by a mutually agreeable physician. The physician's full report shall be available to the Employer.

### **22.05 Attire & Health**

All employees shall report for work neat and clean.

### **22.06 Bulletin Boards & Correspondence**

The Employer shall provide bulletin board space in the Elderslie shop, the Arran shop, the arenas in Chesley, Tara and Paisley and in the Municipal office in an area designated by the Employer for the purpose of posting notices regarding meetings and other matters restricted to Union activity. The Union shall obtain prior approval of the Employer before any notice is posted other than membership meeting notices. The employer may also use the space for notices affecting employees.

**22.07** All correspondence between the parties arising out of this Agreement, or incidental thereto, shall pass to and from the Chief Administrative Officer (or alternates namely the Clerk), and the Secretary of the Local Union.

### **22.09 Contracting Out**

A full-time and part-time employee with seniority will not be laid off due to the fact of the employer contracting out.

The Employer shall not replace any Full-time positions with Part-time or Casual positions within the renewal period of the Collective Agreement.

## 22.10 Merger and Amalgamation

- 22.10.1 In the event that the Employer should merge, amalgamate or combine any of its operations or functions with any other Municipality or organization, the Employer shall provide the Union and affected employees at least six (6) months' notice. At the time of notice, the Employer shall also provide the Union with all relevant particulars pertaining to the merger.
- 22.10.2 Upon such notification, the Parties agree to meet to discuss potential impacts on the employees of the Bargaining Unit. These discussions shall include, but are not limited to, pertinent financial and staffing implications.
- 22.10.3 The Employer agrees that in the event the Employer merges, amalgamates or combines any of its operations for functions with any other Municipality or organization, that it shall use its best efforts to obtain an agreement that will preserve the following rights of its employees:
- a) Credit for all accumulated seniority rights to be carried into employment with a new Employer;
  - b) Full-service credits with respect to vacations with pay and all other negotiated benefits;
  - c) That the work and services performed by members of the Canadian Union of Public Employees Local 255-12 shall continue to be performed by such members in the employ of the new Employer;
  - d) That employees shall receive the better of their conditions of employment and wage rates under this agreement or the conditions of employment and wage rates obtained or in effect with the new Employer;
  - e) That no employee shall suffer loss of employment as a result of such merger, amalgamation or combination of any of its operations or functions with any other Municipality or organization.

## **ARTICLE 23 – PRESENT CONDITIONS AND BENEFITS**

### 23.01 New Job Establishment and Rate Determination

When a job is to be established, or an existing job is altered, which cannot be properly placed in an existing classification by mutual agreement, the Employer will temporarily establish a classification and rate. Written notification of the temporary rate and classification will be furnished to the Union.

The new rate and classification shall be considered temporary for a period of thirty (30) days following the date of notification of the Union. During this period the union may make a request to the Employer to negotiate the rate and classification for the newly established job. The

negotiated rate if higher than the temporary rate shall be retroactive to the date the job was established. If no request has been made by the Union to negotiate the rate or classification within the thirty (30) day period, the temporary rate and classification shall become part of this agreement.

If the Union and the Employer cannot agree on the new rate and classification, the disputed rate and/or classification may be referred to arbitration pursuant to Article 8. If the arbitrator sets a new rate higher than the temporary rate, it shall be applied retroactive to the date of the establishment of the temporary rate and classification. It is specifically agreed that the arbitrator will have no authority to alter or modify the existing rates and classifications when acting pursuant to this Article.

No arbitration shall be applied for within three (3) months of the expiry of the Collective Agreement. The wage rate shall be an item of negotiations for the renewal of the Agreement in lieu of arbitration. It is agreed that any agreement to adjust wage rates that is concluded in the subsequent round of bargaining will be retroactive to the date of the new position was created or the date on which the position was altered.

#### 23.02 Personnel File

An employee shall have access during regular working hours to their file retained by the Municipality of Arran-Elderslie in accordance with the Employer's Operations, Procedures and Policies Guide concerning Human Resources File Management Access. They shall have the right to respond to any document contained herein. Such reply shall become part of the permanent record. The employee must not remove any document from their file and the employee shall be subject to disciplinary action if they remove anything from the file.

23.03 An employee who maintains a clear record for a period of eighteen (18) months following their last warning or suspension shall have their record cleared at the end of each period as it applies to warning and suspensions for reasons other than irregular attendance.

**ARTICLE 24 – DURATION AND TERM OF AGREEMENT**

**24.01 Term**

This Agreement shall be binding and remain in effect from January 1<sup>st</sup>, 2024 until December 31<sup>st</sup>, 2025 and shall continue from year to year thereafter unless either party gives the other party notice in writing of its desire to amend this Collective Agreement.

Any alteration or amendment of this agreement shall be in writing and shall be executed by both the Corporation and the Union.

**24.02 Retroactivity**

Nothing in this Memorandum of Settlement will be retroactive prior to the date of ratification of this agreement except as specified elsewhere in this agreement.

**24.03 Renewal**

Notice to bargain not more than ninety (90) days and not less than thirty (30) days prior to the expiry of the Collective Agreement.

Schedule A Wages & Classifications as Attached to this Collective Agreement.

**IN WITNESS, WHEREOF** the parties have hereunto set their hands and seals, duly attested thereto by its proper signing officers and/or affixed its Corporation Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

For: THE CORPORATION OF THE  
MUNICIPALITY OF ARRAN-  
ELDERSLIE

Sylvia Kirkwood  
Sylvia Kirkwood (Mar 21, 2024 10:18 EDT)

**Sylvia Kirkwood, Chief Administrative Officer**

Scott McLeod  
Scott McLeod (Mar 22, 2024 13:51 EDT)

**Scott McLeod, Public Works Manager**

Christine Fraser-McDonald  
Christine Fraser-McDonald (Mar 21, 2024 10:46 EDT)

**Christine Fraser-McDonald, Clerk**

Carly Steinhoff  
Carly Steinhoff (Mar 21, 2024 10:42 EDT)

**Carly Steinhoff, Manager of Facilities, Recreation & Parks**

For: CANADIAN UNION OF  
PUBLIC EMPLOYEES:

Kirsten Simpson  
Kirsten Simpson (Mar 19, 2024 12:55 EDT)

**Kirsten Simpson for Scott Blackhall, Union Representative**

Lewis Catto  
Lewis Catto (Mar 21, 2024 09:36 EDT)

**Lewis Catto, Committee Member**

Chris Legge  
Chris Legge (Mar 19, 2024 15:01 EDT)

**Chris Legge, Committee Member**

Benjamin Overeem  
Benjamin Overeem (Mar 19, 2024 17:30 EDT)

**Ben Overeem Committee Member**

Joel McAllister  
Joel McAllister (Mar 20, 2024 12:20 EDT)

**Joel McAllister, Committee Member**

**MUNICIPALITY OF ARRAN-ELDERSLIE**  
**SENIORITY SCHEDULE AS AT JANUARY 5, 2024**  
**CUPE ARTICLE 10.01(b)**  
**PART-TIME SENIORITY LIST**

	NAME	DATE OF HIRE	# Hours Worked @ January 5, 2024	CLASSIFICATION
1	STEPHEN, Chris	August 1, 1993	30,361.17	Works - Casual
2	KREUTZKAMP, Jenny	April 14, 1998	17,679.79	Custodian/Crossing Guard
3	CLARKE, Kathy	January 3, 2005	9,702.59	Custodian/Crossing Guard
4	HOCK, James	November 10, 2007	3,807.23	Landfill Attendant
5	CARLEY, John	September 9, 2019	2,813.48	Recreation Part-Time Casual
6	WILLIAMS, Jaydn	October 1, 2021	2,778.47	Recreation Part-Time Casual
7	ARBOUR, Michael	September 15, 2021	2,486.01	Landfill Attendant/Recreation PT Casual
8	CLARKE, Krystal	December 1, 2017	2,363.37	Crossing Guard /Custodian
9	GILL, Marty	November 4, 2019	2,070.31	Winter Patroller
10	SWEIGER, Brent	November 1, 2021	1,620.39	Seasonal - Heavy Equipment Operator
11	GALBRAITH, Heather	June 10, 2021	1,447.40	Landfill Attendant
12	RAMLAGAN, Alyssa	January 21, 2022	1,285.52	Custodian
13	CORMACK, Barbara	November 30, 2020	919.61	Crossing Guard
14	BIEMANN, Andrew	October 30, 2023	296.32	Seasonal - Heavy Equipment Operator
15	LEBLANC, Daniel	October 11, 2023	240.34	Recreation Part Time Casual
16	LONGLEY, Colin	December 30, 2023	28.00	Seasonal - Heavy Equipment Operator

*\*\* Per Article 10 (v) of the Collective Agreement, seasonal employees defined as seasonal heavy equipment operator and recreation attendant - seasonal - P/T shall have their hours of work recognized for work hours completed in the previous season. If recalled in a current year work assignment these hours shall be recognized for all hours accumulated to no fixed maximum.*

**MUNICIPALITY OF ARRAN-ELDERSLIE**  
**SENIORITY SCHEDULE AS AT JANUARY 5,**  
**2024 CUPE ARTICLE 10.01(b)**

No.	NAME	** ORIGINAL HIRE DATE	*** DATE OF HIRE FULL-TIME POSITION (Seniority Date)	FULL TIME START DATE	CLASSIFICATION
1	McDOUGALD, Brian	October 1, 1988	October 1, 1988		Works - Foreperson
2	McRAE, Roger	May 3, 2000	May 3, 2000		Recreation Lead Facility Operator
3	SWEIGER, Trevor	March 1, 2004	March 1, 2004		Water/Sewer - Operator
4	WEBB, Kevin	July 19, 2004	July 19, 2004		AZ or Grader Heavy Equip Operator
5	KOCH, Tom	August 7, 2007	August 7, 2007		Recreation Attendant
6	EKE, Katrina (n.1)	August 8, 2006	May 10, 2008	January 18, 2010	Recreation Programmer/Custodian
7	FAUST, Mark	November 15, 2008	July 27, 2009		AZ or Grader Heavy Equip Operator
8	PEPPER, Richard	December 7, 2009	December 7, 2009		Works - Foreperson
9	LEGGE, Christopher (n.2)	November 20, 2009	June 9, 2010	August 23, 2010	Water/Sewer - Foreperson
10	GRASLEY, Dianne (n.3)	February 24, 2010	August 2, 2011	March 19, 2012	Accounting Clerk
11	HILLIER, Casey (n.4)	December 5, 2011	November 6, 2012	March 16, 2013	AZ or Grader Heavy Equip Operator
12	MANNEROW, Corey (n.5)	November 23, 2011	May 27, 2013	July 5, 2014	Recreation Lead Facility Operator
13	MCALLISTER, Joel (n.6)	October 20, 2012	January 24, 2014	January 1, 2015	Recreation Lead Facility Operator
14	MCEWEN, Chase (n.7)	October 30, 2014	October 5, 2015	December 12, 2015	Water/Sewer - Operator
15	PHILLIPPI, Len (n.8)	November 1, 2014	October 5, 2016	April 1, 2017	AZ or Grader Heavy Equip Operator
16	CATTO, Lewis (n.9)	November 25, 2017	October 3, 2019	July 20, 2020	AZ or Grader Heavy Equip Operator
17	HYLSLOP, Melissa (n.10)	June 15, 2022	November 13, 2019	May 3, 2021	Recreation Attendant
18	WELLS, Francis (n.11)	September 8, 2015	April 2, 2020	April 1, 2022	Recreation Attendant
19	McDOUGALD, Chris	June 29, 2021	June 29, 2021		DZ Heavy Equipment Operator
20	SULLIVAN, Liam	July 5, 2021	July 5, 2021		AZ or Grader Heavy Equip Operator
21	OVEREEM, Benjamin	January 10, 2022	January 10, 2022		Water/Sewer - Operator
22	WOELFLE, Dale (n.12)	November 21, 2021	February 24, 2022	June 27 2022	AZ or Grader Heavy Equip Operator
23	RYALL, Shane	January 9, 2023	January 9, 2023		Water/Sewer - Operator - Level 1
24	BAKER, Devan	June 13, 2023	July 24, 2023	July 24, 2023	Accounting Clerk
25	SPENCER, Jayson	November 11, 2023	November 11, 2023	December 30, 2023	DZ Heavy Equipment Operator

NOTES:

1. Each member shall be responsible to review their respective information as noted in the above schedule. Should there be any discrepancy in the information provided it is to be brought to the attention of the Deputy Treasurer. Otherwise, all information and dates noted are deemed accurate for the purposes intended.

\*\* 2. The member's original hire date will be used for the purposes of the Municipality's Long Service Recognition Program.

\*\*\* 3. The Date of Hire Full Time Position has been adjusted to Include Part-time & Contract Hrs.

- n.1 Katrina Eke's full-time start date adjusted to include conversion of accumulated part-time hours worked
- n.2 Christopher Legge's full-time start date adjusted to include conversion of accumulated part-time hours worked
- n.3 Dianne Grasley's full-time start date adjusted to include conversion of accumulated part-time hours worked
- n.4 Casey Hillier's full-time start date adjusted to include conversion of accumulated part-time hours worked
- n.5 Corey Mannerow's full-time start date adjusted to include conversion of accumulated part-time hours worked
- n.6 Joel McAllister's full-time start date adjusted to include conversion of accumulated part-time hours worked
- n.7 Chase McEwen's full-time start date adjusted to include conversion of accumulated part-time hours worked
- n.8 Len Phillippi's full-time start date adjusted to include conversion of accumulated part-time hours worked
- n.9 Lewis Catto's full-time start date adjusted to include conversion of accumulated part-time hours worked
- n.10 Melissa Hyslop's full-time start date adjusted to include conversion of accumulated part-time hours worked
- n.11 Francis Wells' full-time start date adjusted to include conversion of accumulated part-time hours worked
- n.12 Dale Woelfle's full-time start date adjusted to include conversion of accumulated part-time hours worked
- n.13 Devan Baker full-time start date not adjusted as hours accrued were non-union work
- n.14 Jayson Spencer full-time start date adjusted to include conversion of accumulated part-time hours worked

**SCHEDULE 'A' – WAGES AND CLASSIFICATIONS**

<b><u>Position</u></b>	<b><u>Increase January 1, 2024</u></b> <b><u>4%</u></b>	<b><u>Increase January 1, 2025</u></b> <b><u>3%</u></b>
Works & Recreation Part Time Casual	<u>22.03</u>	<u>22.69</u>
Winter Patroller	<u>22.82</u>	<u>23.50</u>
Crossing Guard	<u>22.82</u>	<u>23.50</u>
Landfill Attendant	<u>23.14</u>	<u>23.83</u>
Custodian	<u>25.13</u>	<u>25.88</u>
Operator in Training	<u>25.13</u>	<u>25.88</u>
Accounting Clerk	<u>27.79</u>	<u>28.62</u>
Recreation Attendant	<u>28.34</u>	<u>29.19</u>
Recreation Programmer	<u>28.34</u>	<u>29.19</u>
Seasonal Heavy Equipment Operator	<u>28.76</u>	<u>29.62</u>
DZ Heavy Equipment Operator	<u>28.76</u>	<u>29.62</u>
AZ or Grader Heavy Equipment Operator	<u>30.26</u>	<u>31.17</u>
Recreation Lead Facility Operator	<u>32.26</u>	<u>33.23</u>
Works – Licensed Road Sprayer	<u>33.80</u>	<u>34.81</u>
Water/Sewer Operator	<u>34.02</u>	<u>35.04</u>
Water/Sewer Operator – Level 1	<u>34.80</u>	<u>35.84</u>
Works - Foreperson	<u>34.69</u>	<u>35.73</u>
Recreation – Facility Foreperson	<u>37.35</u>	<u>38.47</u>
Water/Sewer Foreperson	<u>38.01</u>	<u>39.15</u>

NOTE 1: All employees shall maintain all required licenses to perform duties required in and for the classification. All costs associated shall be paid by the Corporation, with the exception of Maintenance of Class G Driver's Licenses.

NOTE 2: Seasonal Casual Heavy Equipment Operators are guaranteed a twenty-eight (28) hour work week during the Winter Patrol period as set out in the Winter Patrol Schedule.

NOTE 3: Winter Patroller will receive a minimum of 15 hours/week during date of hire from November to March.

## **SCHEDULE B RESPECTFUL WORKPLACE STATEMENT**

### **WORKPLACE HARASSMENT**

The Municipality seeks to provide and the Union is committed to an environment that supports productivity, personal dignity, self-esteem and fair and equal treatment of every employee. The destructive nature of workplace harassment, sexual harassment, intimidation and physical and mental abuse in the workplace undermines the integrity of the employment relationship and threatens the well-being and job performance of the employee. The parties will not tolerate harassment or intimidation or physical or mental abuse in the workplace and encourage the reporting of all such incidents. Harassment and intimidation by anyone in the workplace is a serious offence and the Municipality will uphold a zero tolerance policy.

These principles apply to all individuals who are employed by the Municipality, those working under contractual agreements with the Municipality, students, volunteers, medical employees, physicians and others carrying out business on behalf of the Municipality, regardless of where the business might be conducted. This statement also covers third parties including but not limited to contractors, suppliers of services, residents and clients, and friends and family of residents and clients. All of these individuals will be collectively known as members of the "Municipal Community". The workplace includes the offices, facilities, grounds and buildings of the Municipality (includes lunchrooms, washrooms, locker rooms), work sites, as well as off-site work related conferences, seminars, and social events.

Third parties will be subject to complaints if they engage in violation of this statement or failure to cooperate in an investigation, which may result in cancellation of contracts, denial of Municipal services and denial of access to company property and facilities.

This statement may be super-ceded in certain circumstances by Federal/Provincial legislation or collective agreement provisions or company policy.

The Municipality supports and adheres to the principles and practices set out in provincial Human Rights legislation, which provide fair and equitable rights and opportunities for all individuals on the basis of:

- |  |  |
|--|--|
| -race  | -sex, including pregnancy                  |
| -ancestry  | -sexual orientation                        |
| -place of origin   | -record of offences                        |
| -colour  | -marital status                            |
| -ethnic origin   | -family status                             |
| -citizenship   | -physical or mental disability             |
| -creed (religion)  | -political belief, association or activity |
| -age   | -physical size and weight                  |
| -any other prohibited ground as provided for in applicable legislation |  |

These will be referred to hereafter as the "prohibited grounds".

## **WORKPLACE INTIMIDATION/BULLYING STATEMENT**

The parties share a commitment to reach beyond the standards set in compliance with those outlined by the *Ontario Human Rights Code* by addressing the serious issues involving workplace intimidation/bullying/ violence/ harassment/poisoned work environment.

### Workplace Intimidation/Bullying/Violence/Harassment Defined:

Any incident in which a person reasonably believes that they have been either physically or psychologically abused, threatened or assaulted in circumstances related to their work. These behaviors could be initiated by the public and/or all staff including Council Members, Volunteers, Contractors, Ratepayers or Visitors. This definition would include all forms of intimidation including:

- Bullying, taunting, ridicule
- Severe verbal abuse including hostile or offensive comments
- Physical threats/assaults
- Robbery or any other intrusive behaviors
- An incident of personal intimidation targeted at a person or group of people due to a personal dislike or a personality conflict
- An abuse of position or authority through intimidation or bullying to effect the desired outcome of the aggressor
- Rude comments and swearing as well as spreading rumors which they know or ought reasonably to have known were misinformed or unfounded
- Actions that invade privacy of individuals
- Disrespectful behavior
- Other acts that they knew or ought reasonably to have known could cause psychological harm or isolation of a person in the workplace
- Demeaning gestures
- Innuendo
- Display of offensive materials
- Offensive graffiti
- Unwarranted penalties
- Shunning

Sexual harassment – means engaging in a course of vexatious comments or conduct related to intimidation and violence that is known or might reasonably be known to be unwelcome/unwanted, offensive, intimidating, hostile or inappropriate. Depending on its severity, one action may constitute sexual harassment.

This may include, but is not limited to:

- demeaning gestures, remarks, jokes, slurs, taunting, innuendo based on gender or sexual orientation; unwanted physical contact;
- leering;
- inappropriate comments about clothing, physical characteristics or activities;
- unwanted questions or comments about one's private life, sexual orientation, marital or family status;
- the display of sexually offensive material;

- solicitation; unwanted attention; implied or express promise of reward or benefits in return for sexual favors, implied or expressed threat or act of reprisal if sexual favors are not given; or,
- sexual assault (Criminal Code offense).

Racial/Ethnic/Cultural Harassment – means engaging in a course of conduct negatively relating to race/ethnicity/culture that is known or might reasonably be known to be unwelcome/unwanted, offensive, intimidating, hostile, derogatory or inappropriate. Depending on its severity, one action may constitute racial/ethnic/cultural harassment.

This may include, but is not limited to:

- demeaning remarks or gestures based on race, ethnic origin, or cultural differences;
- jokes about race, ethnic origin or cultural differences;
- inappropriate displays of racial stereotypes, racial/ethnic/cultural slurs, unwanted questions or comments of a racial/ethnic nature about one's private life; or,
- physical assault (Criminal Code offense).

Discrimination – is one or a series of actions or any behavior based on results in unfavorable, adverse or preferential treatment and negatively affects or could negatively affect the employment status of an employee or the provision of any Municipal service.

This may include, but is not limited to:

- the refusal to provide goods, services, facilities without just cause;
- the exclusion from employment or employment benefits;
- the refusal to work with someone;
- or the failure to provide physical access and/or accommodation.

Poisoned Environment – is a form of discrimination. It may be created by comments or actions of any persons regardless of their status. These offensive comments or actions spoil the work, or other environment. The poisoned environment forms as unequal term or condition of employment and/or accommodation and is therefore a violation of the right to be free from discrimination. The comment or conduct must be of a significant nature or degree to have the effect of “poisoning” the work environment. A complainant does not have to be a direct target to be adversely affected by a negative environment. It includes any conduct or comment that creates and maintains an offensive, hostile, or intimidating climate for work.

Intention to Discriminate/Hate Literature – means any notice, sign, symbol, emblem or other representation that expresses or implies discrimination or an intention to discriminate (inciting hatred) against any identifiable group.

It is a violation of this statement, to publish, display, transmit (by any medium), knowingly retrieve or distribute before the public or direct to an individual, or cause to be published, displayed, transmitted or distributed within the Municipality or through the use of Municipal resources, with the intent of inciting others to discriminate (inciting hatred against any identifiable group), any hate literature. Communicating statements, other than in private conversation, which willfully promote hatred against any identifiable group is an offense under the Criminal Code.

Reprisal – every individual who in good faith and with reasonable cause files a complaint of harassment or discrimination, participates or cooperates in an investigation, provides information relevant to a complaint has a right to do so without reprisal or threat of reprisal.

This may include, but is not limited to: adverse actions by a person who has the authority to confer, grant, or deny a benefit or advancement to the person filing the complaint.

#### PURPOSE OF STATEMENT

This statement is supplemental to any right or remedy that the Municipality may have in conducting its affairs, whether as an employer, owner of property or pursuant to any contractual relations. This statement is not intended to be a substitute for the normal exercise of management or operational functions by the Municipality, but rather is to provide a mechanism to deal with situations where the treatment of members of the Municipal Community are at issue and complaints are made. It is understood that they may continue to exercise all of its pre-existing legal rights without recourse to this statement where circumstances warrant.

#### CONFIDENTIALITY

While individuals are encouraged to seek advice and counsel regarding possible violations of this statement, it is expected that any person(s) with knowledge of the complaint maintain the confidential nature of the complaint.

**LETTER OF UNDERSTANDING**

**BETWEEN:**

**THE MUNICIPALITY OF ARRAN-ELDERSLIE**

("Employer")

**-and-**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 255.12**

("Union")

**RE: Contracting in Committee**

Within one hundred and twenty (120) days of ratification of the Collective Agreement the parties agree to form a committee to look at the possibility of contracting in work which the Municipality maybe currently contracting out to outside service providers. In forming the committee there shall be two (2) representatives from both management and the Union.

For: THE CORPORATION OF THE  
MUNICIPALITY OF ARRAN-  
ELDERSLIE

Sylvia Kirkwood  
Sylvia Kirkwood (Mar 21, 2024 10:18 EDT)

**Sylvia Kirkwood, Chief Administrative Officer**

Scott McLeod  
Scott McLeod (Mar 22, 2024 13:51 EDT)

**Scott McLeod, Public Works Manager**

Christine Fraser-McDonald  
Christine Fraser-McDonald (Mar 21, 2024 10:46 EDT)

**Christine Fraser-McDonald, Clerk**

Carly Steinhoff  
Carly Steinhoff (Mar 21, 2024 10:42 EDT)

**Carly Steinhoff, Manager of Facilities, Recreation & Parks**

For: CANADIAN UNION OF  
PUBLIC EMPLOYEES:

Kirsten Simpson  
Kirsten Simpson (Mar 19, 2024 12:55 EDT)

**Kirsten Simpson for Scott Blackhall, Union Representative**

Lewis Catto  
Lewis Catto (Mar 21, 2024 09:36 EDT)

**Lewis Catto, Committee Member**

Chris Legge  
Chris Legge (Mar 19, 2024 15:01 EDT)

**Chris Legge, Committee Member**

Benjamin Overeem  
Benjamin Overeem (Mar 19, 2024 17:30 EDT)

**Ben Overeem Committee Member**

Joel McAllister  
Joel McAllister (Mar 20, 2024 12:20 EDT)

**Joel McAllister, Committee Member**

# LETTER OF UNDERSTANDING

**BETWEEN:**

**MUNICIPALITY OF ARRAN-ELDERSLIE**

("Employer")

**-and-**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCALS 255-12**

("Union")

## **RE: Vacation Credits**

The parties agree that new Full-time Employees shall receive prorated vacation credits the following year after accrual. This shall apply to permanent Part-time Employees as well. This provision guides the Employer in giving vacation credits where a permanent Employee is hired part way through the calendar year.

Seasonal Employees shall receive vacation pay bi-weekly as is the practice.

This Letter of Understanding (LOU) shall supersede any previous practice on a go forward basis.

For: THE CORPORATION OF THE  
MUNICIPALITY OF ARRAN-  
ELDERSLIE

For: CANADIAN UNION OF  
PUBLIC EMPLOYEES:

Sylvia Kirkwood  
Sylvia Kirkwood (Mar 21, 2024 10:18 EDT)

**Sylvia Kirkwood, Chief Administrative Officer**

Kirsten Simpson  
Kirsten Simpson (Mar 19, 2024 12:55 EDT)

**Kirsten Simpson for Scott Blackhall, Union Representative**

Scott McLeod  
Scott McLeod (Mar 22, 2024 13:51 EDT)

**Scott McLeod, Public Works Manager**

Lewis Catto  
Lewis Catto (Mar 21, 2024 09:36 EDT)

**Lewis Catto, Committee Member**

Christine Fraser-McDonald  
Christine Fraser-McDonald (Mar 21, 2024 10:46 EDT)

**Christine Fraser-McDonald, Clerk**

Chris Legge  
Chris Legge (Mar 19, 2024 15:01 EDT)

**Chris Legge, Committee Member**

Carly Steinhoff  
Carly Steinhoff (Mar 21, 2024 10:42 EDT)

**Carly Steinhoff, Manager of Facilities, Recreation &  
Parks**

Benjamin Overeem  
Benjamin Overeem (Mar 19, 2024 17:30 EDT)

**Ben Overeem Committee Member**

Joel McAllister  
Joel McAllister (Mar 20, 2024 12:20 EDT)

**Joel McAllister, Committee Member**

**LETTER OF UNDERSTANDING**

**BETWEEN:**

**THE MUNICIPALITY OF ARRAN-ELDERSLIE**

("Employer")

**-and-**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 255.12**

("Union")

**RE: Benefit Enhancements 2024-2025**

The parties agree that in the event the Employer improves benefits for non-union staff through the course of the Collective Agreement (January 1<sup>st</sup>, 2024-December 31<sup>st</sup>, 2025) such improvements shall be applied to Unionized Staff.

The Employer shall notify the Union in advance of any changes to benefits and shall, if requested, meet with the union to discuss any planned improvements in accordance with the current insurance carrier (Manulife).

For: THE CORPORATION OF THE  
MUNICIPALITY OF ARRAN-  
ELDERSLIE

For: CANADIAN UNION OF  
PUBLIC EMPLOYEES:

Sylvia Kirkwood  
Sylvia Kirkwood (Mar 21, 2024 10:18 EDT)

**Sylvia Kirkwood, Chief Administrative Officer**

Kirsten Simpson  
Kirsten Simpson (Mar 19, 2024 12:55 EDT)

**Kirsten Simpson for Scott Blackhall, Union Representative**

Scott McLeod  
Scott McLeod (Mar 22, 2024 13:51 EDT)

**Scott McLeod, Public Works Manager**

Lewis Catto  
Lewis Catto (Mar 21, 2024 09:36 EDT)

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Christine Fraser-McDonald  
Christine Fraser-McDonald (Mar 21, 2024 10:46 EDT)

**Christine Fraser-McDonald, Clerk**

Chris Legge  
Chris Legge (Mar 19, 2024 15:01 EDT)

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Carly Steinhoff  
Carly Steinhoff (Mar 21, 2024 10:42 EDT)

**Carly Steinhoff, Manager of Facilities, Recreation &  
Parks**

Benjamin Overeem  
Benjamin Overeem (Mar 19, 2024 17:30 EDT)

**Ben Overeem Committee Member**

Joel McAllister  
Joel McAllister (Mar 20, 2024 12:20 EDT)

**Joel McAllister, Committee Member**

# LETTER OF UNDERSTANDING

**BETWEEN:**

**THE MUNICIPALITY OF ARRAN-ELDERSLIE**

("Employer")

**-and-**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 255.12**

("Union")

## **RE: Absence Due to Illness**

The parties agree that a medical certificate signed by an attending physician may be requested by the Employer when an Employee's absence covers more than five (5) continuous days. The Employer shall reimburse the Employee for expenses incurred in obtaining the medical certificate up to a total of \$30.00.

For: THE CORPORATION OF THE  
MUNICIPALITY OF ARRAN-  
ELDERSLIE

For: CANADIAN UNION OF  
PUBLIC EMPLOYEES:

Sylvia Kirkwood  
Sylvia Kirkwood (Mar 21, 2024 10:18 EDT)

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Kirsten Simpson (Mar 19, 2024 12:55 EDT)

**Sylvia Kirkwood, Chief Administrative Officer**

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Joel McAllister (Mar 20, 2024 12:20 EDT)

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