

COLLECTIVE AGREEMENT

BETWEEN

THE CORPORATION OF THE VILLAGE OF POINT EDWARD
(hereinafter called the "EMPLOYER")



AND

**POINT EDWARD EMPLOYEES OF THE
PUBLIC WORKS DEPARTMENT,
ENVIRONMENTAL SERVICES AND ARENA**

Represented by their bargaining agent:

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 153.2**

(hereinafter called the "UNION")

CUPE / *Canadian Union
of Public Employees*

TERM: January 1, 2024, to December 31, 2027

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THIS AGREEMENT is effective from the 1st day of January 2024 to the 31st day of December 2027.

COLLECTIVE AGREEMENT

between

THE CORPORATION OF THE VILLAGE OF POINT EDWARD

(hereinafter called the "Employer")

of the first part

- and -

POINT EDWARD EMPLOYEES OF THE PUBLIC WORKS DEPARTMENT, ARENA AND ENVIRONMENTAL SERVICES DEPARTMENT

Represented by their Bargaining Agent:

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 153.2

(hereinafter called the "Union")

of the second part

ARTICLE 1 - RECOGNITION AND NEGOTIATIONS

- 1.01 The Corporation of the Village of Point Edward recognizes the Canadian Union of Public Employees, and Its Local 153.2 as the sole collective bargaining agency for all of the employees save and except Fire Chief, Fire Prevention Officer, Manager of Operations, Manager of Environmental Services, municipal office staff, persons regularly employed by the Corporation of the Village of Point Edward for not more than twenty-four (24) hours per week, and students employed during the school vacation period.
- 1.02 Persons whose regular jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit except for purposes of instruction, experimenting, or in emergencies when regular employees are not available. No employees shall be required or permitted to make any written or verbal agreement which may conflict with the terms of this Agreement. Notwithstanding the wording of this section (1.02), it is understood that the Manager of Environmental Services is a working manager and will perform all work needed to operate the Sewage Treatment Plant and Village Water Works.
- 1.03 The parties agree that the part-time seasonal Arena position shall be a Bargaining Unit position, and shall be no more than twenty-eight (28) hours per week. The start date and duration of this position shall be mutually agreed between the parties and shall be in writing on a year-to-year basis. Such employee shall become a permanent employee after completion of eight (8) consecutive months from the start date of that season, or eight (8) months of employment in any calendar year. All terms and conditions of the Collective Agreement shall apply unless otherwise provided. Wage rates shall be in accordance with Schedule "A".

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 It is the exclusive function of the Employer to:

- (a) maintain order and efficiency;
- (b) hire, discharge, classify, assign, appoint, promote, demote, layoff, recall, and suspend or otherwise discipline employees subject to the right to lodge a grievance as provided for in this Agreement; and
- (c) generally manage the Village of Point Edward and without restricting the generality of the foregoing, the right to plan, direct and control operations, programs, systems and procedures, direct its personnel, determine complement, organization, methods and the number and classification of personnel required from time to time, services to be performed, the scheduling of assignments and work, the extension, limitation, curtailment or cessation of operations and all other rights and responsibilities not specifically modified elsewhere in this Agreement.

The foregoing sections a, b, and c, are subject to the terms of the Collective Agreement.

2.02 The Manager of Environmental Services will supervise and direct all work which is required to be performed by the Water Department.

2.03 The Employer agrees that it shall not act in an arbitrary, discriminatory, unreasonable, and/or bad faith manner.

ARTICLE 3 - CONDITIONS OF THIS AGREEMENT

3.01 Whereas it is the desire of both Parties to this Agreement:

- 1) To maintain the existing harmonious relations and settle conditions of employment between the Employer and the Union;
- 2) To recognize the mutual value of joint discussion and negotiations in all matters pertaining to working conditions, hours of work and scale of wages, etc;
- 3) To encourage efficiency in operation;
- 4) To promote the morale, well-being and security of all the employees in the bargaining unit of the Union; and
- 5) To conduct themselves morally, soberly and respectfully in relations to the public.

3.02 The parties to this Agreement agree that the *Charter of Rights* passed by the Canadian Parliament shall be upheld as well as other applicable statutes.

3.03 **Legislation**

The Employer and the Union acknowledge that the *Ontario Human Rights Code*, the *Employment Standards Act*, the *Occupational Health and Safety Act*, and the *Ontario Labour Relations Act*, shall apply to all employees. Any greater right or benefit contained in these Acts shall prevail.

ARTICLE 4 - THE EMPLOYER SHALL ACQUAINT NEW EMPLOYEES

4.01 The Employer shall acquaint new employees with the fact that a Union Agreement is in effect. All employees shall become and remain members in good standing of the Union as a condition of employment within ninety (90) days of hire. The Employer shall deduct from the wages of each employee such Union dues as are levied upon the members in accordance with its Constitution, and its Bylaws and shall remit such amounts at the end of each month to the Treasurer of Local 153.

4.02 At the same time as the Income Tax (T-4) slips are made available, the Employer shall type in the amount of union dues paid by each Union member in the previous year.

4.03 The Employer shall provide to the Union a list of all the employees in the bargaining unit. The list shall include each person's name, job title/classification, home mailing address, home telephone number (and other available personal telephone numbers, such as cellular numbers), work email, and if available, personal e-mail.

The list shall also indicate the employee's work site and employment status (such as full-time, part-time, temporary, seasonal, casual), and if the employee is on a leave of absence, the nature of the leave.

The employee contact list shall be provided in an electronic spreadsheet to the Union in January of each year, and when requested by the Union.

4.04 The Union shall have the right at any time to have the assistance of authorized representatives of the Canadian Union of Public Employees. Representatives shall have reasonable access to Employer premises to consult with the Union.

4.05 There shall be no discrimination or harassment against any employee based on any of the grounds covered by the *Ontario Human Rights Code*. The Employer shall not discriminate against, interfere with, or restrict or coerce any members of the member's membership in the Union.

4.06 The Employer shall provide a Bulletin Board upon which the Union may post notices of meetings and such other notices as may be of interest to the employees subject to the approval of the Supervisor.

4.07 **Union Representation**

The Union shall be notified and shall attend meetings between an employee and the Employer related to any matter including, but not limited to, accommodations, investigations, discipline, and discharge, or any matter where an employee requests the involvement of the Union.

ARTICLE 5 - CORRESPONDENCE

- 5.01 All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Clerk or Deputy Clerk of the Corporation and the President, Secretary of the Union, and the Union Stewards as applicable.

ARTICLE 6 - LABOUR MANAGEMENT NEGOTIATIONS

6.01 **Bargaining Committee**

The bargaining committee shall be composed of three (3) representatives of the Employer, a representative of the Canadian Union of Public Employees, and two (2) representatives of Local 153.2 including the Union Steward or designate.

6.02 **Meeting of the Committee**

In the event of either party wishing to call a meeting of the Committee, the meeting shall be held at a time and place fixed by mutual agreement and confirmation shall be in writing.

6.03 **Function of Bargaining Committee**

All matters of mutual concern pertaining to performance of work, operational problems, rates of pay, hours of work, collective bargaining, promotion or discharge of employees, grievances and other working conditions, etc., shall be referred to the Bargaining Committee for discussion and settlement.

ARTICLE 7 - SENIORITY

7.01 **Seniority List**

Seniority is preference or priority measured by length of service in the bargaining unit from date of last hiring. Part-time seasonal employees shall accumulate seniority as if they were a full-time employee provided they return the following season. The Employer shall maintain a seniority list showing the date upon which each employee's service commenced subsequent to the signing of the Agreement. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year, and as requested.

7.02 **Seniority for New Employees**

Newly hired employees shall be considered on a probationary basis for a period of sixty (60) working days from the date of hiring. During the probation period employees shall be entitled to all rights and privileges of this Agreement, except with respect to discharge. The employment of such employees may be terminated at any time during the period of sixty (60) working days without recourse to the grievance procedure unless such termination was arbitrary, discriminatory, or in bad faith. After completion of the probationary period, seniority shall be effective from the original date of employment. The Employer and the Union may mutually agree to extend the probationary period for just cause for up to thirty (30) more working days. Such extension shall be in writing to the employee, with a copy to the Union, fourteen (14) days before the end of their original probationary period, and shall contain the rationale for the extension.

7.03 **Seniority During Absence**

If an employee is absent from work because of illness, injury, layoff, or leave of absence approved by the Employer, the employee shall not lose seniority rights. An employee shall only lose their seniority in the event:

- 1) the employee is discharged for just cause, and is not reinstated through the grievance and/or arbitration procedure;
- 2) the employee resigns in writing. An employee who resigns shall have the right to rescind their resignation within forty-eight (48) hours from the submission of their intent to resign;
- 3) the employee is absent from work in excess of five (5) working days without notifying the Employer unless such notice was not reasonably possible;
- 4) after a layoff, the employee fails to return to work within seven (7) calendar days, after being notified by Registered Mail to do so, unless through illness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of their current address;
- 5) the employee is laid off for a period longer than two (2) years.

7.04 **Seniority During Temporary Transfers to Supervisory Positions**

The selection or appointment of employees for a temporary supervisory position, or for any temporary position not subject to this Agreement, is not governed by this Agreement. The employee shall retain their accumulated seniority to the date of the selection or appointment for a period of no more than six (6) months, or longer period if mutually agreed between the Employer and the Union. Seniority shall not accumulate while the employee is in a non-union position. An employee selected or appointed for a temporary position outside of the bargaining unit may be returned to their previous bargaining unit position if the return occurs within no more than six (6) months, or longer period if mutually agreed between the Employer and the Union, of the transfer as will any other employee in the bargaining unit who was promoted or transferred by reason of such placing. If the employee does not return or is not transferred back to a position which is governed by this Agreement within six (6) months, they shall lose all their seniority rights and no longer be a bargaining unit member.

7.05 All union employees, may be assigned work at either the Public Works Department, Water Department, Environmental Services, or the Arena which the employee is qualified to perform. The employee may perform tasks individually or act as an assistant to another employee or employees.

ARTICLE 8 - LAYOFFS AND RE-EMPLOYMENT

8.01 **Layoff and Rehiring Procedure**

A layoff shall be defined as a reduction in the work force or a reduction in the regular hours of work as defined in this Agreement. Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their seniority as per the seniority

list for all CUPE employees.

The Union shall be notified, in writing, of any potential layoffs as soon as the Employer becomes aware of the potential of a layoff, and in advance of the notification to the employee(s). The Employer and the Union shall meet within five (5) working days of the notification. The Employer shall provide the rationale for the layoff, expected duration, and agrees to consider any other feasible alternatives. The Employer shall provide written notice of layoff to the employee(s) who are to be laid off, with a copy to the Union, twenty (20) working days prior to the effective date of the layoff. If the employee has not had the opportunity to work the twenty (20) working days as provided in this Article, the employee shall be paid for the days for which work was not made available.

Former employees shall be re-employed in the order of their seniority providing they are qualified to do the work. No new employees shall be hired until those employees laid off or about to be laid off have been given an opportunity of re-employment, provided they are qualified to do the work.

If part-time or seasonal work is available during a period of layoff, the laid off employee shall be offered such employment at the applicable part-time or seasonal rate for such part-time or seasonal position but, refusal of the offer shall not deprive the laid off employee of their regular recall rights under the collective agreement.

ARTICLE 9 - JOB POSTINGS, PROMOTIONS AND STAFF CHANGES

9.01 Employer Shall Notify Union

Ten (10) days prior to filling any staff changes, vacancies or promotions covered by the terms of this Agreement, the Employer shall notify the Union in writing and post notice of the position in the Employer's offices, shops, and on all Bulletin Boards for a minimum of five (5) working days in order that all members shall know about the position and be able to make written application therefore. Such notice shall contain the following information: Nature of position, required knowledge and education, ability and skills, shift and wage and salary rate or range. Applicants shall be evaluated on the following basis:

- a) Essential skill, ability and qualifications;
- b) Seniority.

Where the factors in a) above are relatively equal as between two (2) or more employees, the employee with the most seniority shall be selected. A temporary vacancy in a bargaining unit job shall be filled in the same manner.

9.02 Union Notification

The Union shall be notified in writing of all appointments, hiring's, and re-hiring's within fifteen (15) working days, and of all layoffs, suspensions, discipline, or terminations forthwith.

ARTICLE 10 - GRIEVANCE PROCEDURE

10.01 The Employer acknowledges the right of the Union to appoint, or otherwise select, a Grievance Committee of two (2) members. The personnel of such committee shall be communicated to the Employer.

10.02 All grievances shall be handled by the following procedure:

Step 1

The aggrieved employee(s) shall submit the grievance in writing, to the Supervisor, within ten (10) working days of the occurrence of the alleged grievance. The Supervisor shall meet with the grievor and Union representatives within five (5) working days of receipt of the grievance to discuss the grievance. The Supervisor shall render their decision in writing to the Union within five (5) working days of the meeting.

Step 2

Failing satisfactory settlement at Step #1, the Union may submit the grievance to the Chief Administrative Officer (CAO) or their designate. The CAO shall meet with the Grievor and Union Representatives, including the National Representative within five (5) working days of receipt of the grievance, or such longer period as may be mutually agreeable between the parties to suit their needs to discuss the grievance. Should the grievance involve the CAO, the grievance shall be submitted to the County of Lambton, Human Resources department. The CAO shall render their decision in writing to the Union within ten (10) working days of the meeting.

Step 3

Failing settlement of the grievance at Step #2, either party may submit the grievance to arbitration within thirty (30) working days of the response.

10.03 Any matter or question arising between the Employer and the Union regarding the administration, interpretation, alleged violation or application of this Agreement, may be submitted in writing by either party within fifteen (15) working days following the day of the alleged grievance, or when they became aware of the alleged grievance. Within ten (10) working days following the day the grievance has been submitted, the Employer and the Union agree to meet in conference to consider an attempt to negotiated settlement of the same. If such negotiations fail to reach a satisfactory, mutual settlement, the grievance may be referred by either party to arbitration within thirty (30) working days. Any negotiated settlement shall be in writing. Every effort shall be made to notify the other party of the potential of a grievance being filed prior to the fifteen (15) day time limit.

10.04 It is agreed that it shall be optional with the Employer or the Union to consider any grievance, the alleged circumstances which occurred beyond the time limited herein for its written presentation and consideration. The time limits fixed in both the grievance and arbitration procedure may be extended by consent of the parties to this Agreement.

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

- 10.06 Where an Employee has not received a disciplinary notation (to include suspensions) for a period of eighteen (18) months, all disciplinary notation(s) shall be removed from the employee's file and shall not be used against the employee beyond that period.
- 10.07 For the purposes of Article 10 and Article 11, a working day shall be Monday to Friday.

ARTICLE 11 - ARBITRATION

11.01 Composition of Board of Arbitration

Where either party desires that a grievance be submitted to arbitration, the party shall deliver written notice to the other party of its desire to submit the dispute to arbitration, within thirty (30) working days, and the notice shall contain the name of the party's appointee to an arbitration board. The recipient of the notice shall within ten (10) working days inform the other party of the name of its appointee to the arbitration board. The two (2) appointees so selected shall, within twenty (20) working days of the appointment of the second of them, appoint a third (3rd) person who shall be the chairperson. If the recipient of the notice fails to appoint an arbitrator, or the two (2) appointees fail to agree upon a chairperson within the time limit, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party. The arbitration board shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee or Employer affected by it. The decision of a majority is the decision of the arbitration board, but if there is no majority then the decision of the chairperson governs.

11.02 Decision of the Board

The decision of the Arbitration Board shall be final and binding on all Parties, but in no event shall the Arbitration Board have the power to alter, modify, or amend this Agreement in any way.

11.03 The expense of the Arbitrator selected by the Employer shall be paid by the Employer; the expense of the Arbitrator selected by the Union shall be paid by the Union; and the expense of the third Arbitrator shall be borne equally by the Employer and the Union.

11.04 The parties may mutually agree to utilize the services of a grievance mediator prior to proceeding to arbitration. The costs are shared equally between the parties.

11.05 The parties may mutually agree to the use of a sole arbitrator. The decision of the sole Arbitrator shall be final and binding on all parties, but in no event shall the sole Arbitrator have the power to alter, modify, or amend this Agreement in any way.

ARTICLE 12 - HOURS OF WORK

12.01 Hours of Work for Environmental Services

The normal work week shall consist of five (5) eight (8) hour days from Monday to Friday inclusive. The hours of work, which include a half-hour unpaid lunch, shall be:

7:30 a.m. to 12:00 noon
12:30 p.m. to 4:00 p.m.

Stated above are the normal workdays (Monday to Friday) and the normal hours of work (7:30 a.m. to 12:00 p.m. and 12:30 p.m. to 4:00 p.m.). Notwithstanding, it is understood that due to operational needs of the Employer in areas such as water meter installation, flushing of hydrants and water lines and other similar work, the Employer may be required to modify the normal work week and the normal hours of work as long as the eight (8) hour day is maintained and the five (5) days' work week is maintained. The modified work week and the modified hours become the normal work week and the normal hours of work for overtime pay purposes. The foregoing may only be implemented upon fourteen (14) days' notice and provided that no employee shall be required to work a modified work week more than 3 weeks in total in any year.

12.02 (a) **Hours of Work for Arena**

The normal workday shall be ten (10) consecutive hours with a one-half (1/2) hour paid lunch included, and the normal work week shall consist of forty (40) hours as follows:

Day Shift: 7:00 a.m. - 5:00 p.m.

Evening Shift: 2:00 p.m. - midnight

Shift schedules shall be posted at least two weeks in advance of each season for the entire season for all employees.

Part-time Seasonal – The normal workweek shall be no more than twenty-eight (28) hours per week, Saturday to Monday. Saturday and Sunday shall be 7 am to 5 pm or 2 pm to 12 am, including a one-half (1/2) hour paid lunch. Monday shall be 7 am to 3 pm or 4 pm to 12 am, including a one-half (1/2) hour paid lunch.

- (b) In recognition of the undesirable features of shift work, employees shall receive ten (10%) per cent per hour additional compensation for working on the evening shift.
- (c) Employees shall be allowed to switch their shift with another employee. Employees not scheduled to work on a holiday listed in Article 14 shall be paid for a ten (10) hour day. If the employee works on a holiday listed in Article 14, they shall be paid at double (2) time their regular rate of pay for the time so worked, in addition to the ten (10) hours for the holiday. Vacation shall be calculated based on ten (10) hours. Bereavement leave, and float days shall be based on a day for day basis.

12.03 **Hours of Work for Public Works Department**

May 1 to September 30

The normal work week between May 1 to September 30, unless otherwise agreed upon between the parties, shall consist of four (4) ten (10) hour days with a one-half (1/2) hour unpaid lunch included. Three (3) employees shall be scheduled to work Monday - Thursday 6:00 am - 4:30 pm and three (3) employees shall be scheduled to work Tuesday to Friday 6:00 am - 4:30 pm. Employees shall rotate every four (4) weeks. Employees shall be allowed to switch their shift with another employee. Employees not scheduled to work on a holiday listed in Article 14 shall be paid for a

ten (10) hour day. If the employee works on a holiday listed in Article 14, they shall be paid double (2) time their regular rate of pay for the time so worked, in addition to the ten (10) hours for the holiday. Vacation shall be calculated based on ten (10) hours. Bereavement leave shall be based on a day for day basis.

October 1 to April 30

The normal work week between October 1 to April 30, unless otherwise agreed upon between the parties, shall consist of five (5) eight (8) hour days with a one-half (1/2) hour paid lunch included as follows:

Shift 1: 4:00 am - 12:00 pm Monday to Friday

Shift 2: 7:00 am - 3:00 pm Monday to Friday (on-call weeknights and weekends)

Shift 3: 7:00 am - 3:00 pm Monday to Friday (standby weeknights and weekends)

Shift 4: 7:00 am - 3:00 pm Monday to Friday

Each employee shall work one (1) week on each line of the rotation. Employees shall be allowed to switch their shift with another employee.

Employees working Shift 1 shall receive a ten percent (10%) premium for all hours worked.

Employees working Shift 2 shall be on-call during the weeknights and on weekends and shall receive twelve (12) hours straight time for being on-call. If the employee is required to be on-call on a holiday listed in Article 14, the employee shall receive an additional three (3) hours straight time for each holiday. The on-call employee shall perform one (1) weather check on weeknights (from home, the latest by 11:00 pm) and three (3) weather checks daily on the weekend, from home. The employee shall be responsible for calling employees in on weeknights and weekends if necessary. Overtime shall commence when the employee is required to call additional employees in to work.

Employees working Shift 3 shall be on standby during the weeknights and on weekends and shall receive eight (8) hours straight time for being on standby. If the employee is required to be on standby on a holiday as listed in Article 14, the employee shall receive an additional one (1) hour straight time for each holiday.

12.04 **Break Period**

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

12.05 **Wash Up Time**

Employees shall be allowed five (5) minutes paid wash up time before the lunch period and fifteen (15) minutes paid wash up/shower time at the end of the shift.

12.06 Employees may work excess hours up to a maximum total of fourteen (14) hours of work per day, and up to a maximum total of sixty (60) hours of work per week.

ARTICLE 13 - OVERTIME

13.01 (a) **Public Works Department and Environmental Services**

(1) All hours worked outside of normal workday shall be deemed to be overtime. Overtime worked shall be paid at the rate of double time.

(2) Double time shall be paid for work performed on scheduled days off.

(b) **Arena**

(1) Subject to Article 12.02 (b), all hours worked outside of scheduled workday shall be deemed to be overtime. Double time shall be paid for any work performed on scheduled days off and for any work performed outside of their scheduled workday.

(2) All other overtime worked shall be paid at the rate of double time.

13.02 **Overtime Meal Allowance**

Employees required to work overtime shall be provided a meal to the value of up to twenty dollars (\$20.00) after working two hours beyond the completion of their regular shift and every four (4) hours thereafter or in case of overtime not continuous with the regular shift a meal allowance shall be provided upon the completion of each four (4) hours of overtime. Mealtime is not to exceed thirty (30) minutes. Such meal may be taken within thirty (30) days from the date it was earned.

13.03 **Sharing of Overtime**

Overtime shall be divided equally among the employees engaged in similar types of operations and who are qualified to perform the work that is available. Overtime shall be offered to all full-time employees qualified to perform the work that is available prior to being offered to a part-time seasonal employee.

13.04 Any employee who is called in and required to work outside of their regular working hours shall be paid a minimum of two (2) hours at a rate of two (2) times the straight time rate.

13.05 An employee shall not be required to take time off during regular hours to equalize any overtime worked.

13.06 Instead of cash payment for overtime, an employee may choose to receive time off at the appropriate overtime rate at a time mutually agreed to by the Employer and employee. Employees may bank up to a maximum of eighty (80) hours. For clarity, the eighty (80) hours is replenishable.

ARTICLE 14 - PAID HOLIDAYS

14.01 All employees shall receive one (1) days pay for not working on the following holidays:

New Year's Day	Canada Day	Remembrance Day
Family Day	Civic Holiday	Christmas Day
Good Friday	Labour Day	Boxing Day
Victoria Day	Thanksgiving Day	2 Floating Holidays

- 14.02 In order to qualify for any of the holidays specified in Article 14.01 an employee must work the last scheduled shift preceding the holiday and the next scheduled shift following the holiday unless otherwise mutually agreed. However, an employee on approved leave of absence shall receive the normal holiday pay.
- 14.03 Where any employee within the scope of this Agreement is required to work during any of the holidays described in Article 14.01, or part thereof, such employee shall be paid double (2) time at their regular rate of pay for the time so worked, in addition to the normal pay for the holidays.

ARTICLE 15 - VACATIONS

15.01 Length of Vacation

All employees shall be granted an annual vacation with pay as follows:

Less than 1 year of service:	1 1/4 day for each completed month of service (maximum 15 days)
1 year or more:	3 weeks (6%)
8 years or more:	4 weeks (8%)
15 years or more:	5 weeks (10%)
20 years or more:	6 weeks (12%)
After 30 years:	1 day per year thereafter

A vacation request list shall be posted by January 15 of any year. Employees shall indicate their vacation preference before February 1.

Part-time seasonal employees shall receive the percentage equivalent in accordance with the vacation chart above, in lieu of vacation days, on each bi-weekly payroll deposit.

15.02 Holidays During Vacation

If a paid or declared holiday falls or is observed during an employee's vacation period, they shall be granted an additional day's vacation for each such holiday in addition to their regular vacation time. The additional vacation day or days must be mutually agreed upon by the Employer and employee.

15.03 All vacation credits must be taken in the calendar year they become due.

15.04 Preference in Vacations

All employees shall receive a vacation period at a time that is mutually agreed upon by the Employer and the employee. Where two or more employees choose the same time, seniority shall be the governing factor for choices made by April 1st in any year. Vacation choices made after the foregoing date shall be approved on a first come, first served basis.

15.05 Where an employee qualifies for sick leave during their period of vacation, there shall be no deduction from vacation credits for such absence, provided the illness is confirmed by a registered medical professional's certificate. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a time mutually agreed between the employee and the Employer.

ARTICLE 16 - SICK LEAVE PROVISIONS

16.01 **Sick Leave Defined**

Sick leave means the period of time an employee is permitted to be absent from work by virtue of illness, injury, or mental health, or because of an accident for which compensation is not payable under the *Workplace Safety & Insurance Act*. It is understood that employees may access up to three (3) consecutive days of sick leave for the purpose of caring for an ill spouse/partner, same sex spouse/partner, common-law spouse/partner, child, stepchild, or parent, per incidence of illness, injury, or mental health.

16.02 **Amount of Sick Leave**

Sick leave credits shall be granted to employees on the basis of one and one-half (1 1/2) days for every month of service up to a maximum of one hundred and thirty (130) days. A deduction shall be made from accumulated sick leave for all normal working days absent for sick leave as defined in 16.01. The employee shall receive their full pay until all accumulated sick time is exhausted.

16.03 **Proof of Illness**

An employee shall be required to produce a certificate from a duly qualified medical practitioner for any illness beyond three consecutive working days certifying that such employee was unable to carry out their duties due to illness.

16.04 **Sick Leave During leave of Absence**

When an employee is given leave of absence without pay for any reason, or is laid off on account of lack of work and returns to the service of the Employer upon expiration of such leave of absence etc., they shall not receive sick leave credits for the period of such absence, but shall retain their cumulative credit, if any, existing at the time of such leave.

16.05 Immediately after the close of each calendar year, each employee shall review the sick leave records of the Employer and verify that the accumulated sick leave is correct. Any employee is to be advised, on application, of the amount of sick leave accrued to their credit.

16.06 Sick leave credits shall not be accumulated when an employee is on Long Term Disability.

16.07 It is acknowledged and agreed between the parties that sick leave is payable only upon days absent from work due to illness or injury. When an employee leaves the employment of the Village of Point Edward for any reason, there shall be no remuneration of sick pay for sick leave credits accumulated but not taken.

16.08 The Employer agrees that every employee who suffered injury by accident arising out of or in the course of employment (within the meaning of the *Workplace Safety & Insurance Act*), shall be reinstated within two (2) years of the date of injury which may be extended by mutual agreement between the Employer and employee in the position that they held on the date of the injury, provided the employee is capable of performing the duties as confirmed by the employee's physician's signed statement.

16.09 Notwithstanding Article 16.08 the Employer and the Union shall work together in order to facilitate modified work and/or job accommodation as necessary for members of the bargaining unit.

ARTICLE 17 - LEAVE OF ABSENCE

17.01 For Union Business

The Employer agrees that where permission has been granted to an employee to leave their employment temporarily in order to prepare for, and carry on negotiations, including conciliation, and mediation with the Employer, or with respect to a grievance, including investigating complaints which may lead to a grievance, they shall suffer no loss of pay for the time so spent. If the employee is on their regular scheduled day off, they shall receive equivalent time off at their normal rate of pay as outlined in the Wage Schedule, such time off shall be mutually agreed to by the Employer and the employee.

17.02 Bereavement Leave

- a) An employee shall be granted five (5) working days without loss of wages in case of death of a spouse/partner, common-law spouse/partner, same sex spouse/partner, child, stepchild, ward or guardian, and parents. All step relations shall be recognized.
- b) An employee shall be granted three (3) working days without loss of wages in the case of death of a brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, and grandchild. All step relations shall be recognized.
- c) An employee shall be granted one (1) working day without loss of wages in case of the death of an aunt, uncle, niece, nephew. All step relations shall be recognized.
- d) With reference to section 17.02(a), section 17.02(b) and section 17.02(c) any extension of bereavement leave shall be subject to the approval of the Employer.
- e) When acting as a pall bearer, an employee shall be entitled to one (1) working day bereavement leave with pay.
- f) Employee(s) shall be granted time off, with pay, to attend a funeral, memorial service, internment, visitation, celebration of life, or bereavement event of a co-worker.
- g) An employee may take a vacation day, lieu day, float day, or no pay to attend a funeral, memorial service, internment, visitation, celebration of life, or bereavement event, subject to the approval of the Manager which shall not be unreasonably denied.
- h) An employee may elect to use all or part of the allotted days above to attend a funeral, memorial service, internment, visitation, celebration of life, or bereavement event that is held at a later date without loss of wages or benefits.

17.03 **Jury Duty**

An employee who is summoned to serve as a juror or is required by writ or subpoena to appear in court as a witness or at a coroner's inquest, shall be paid their regular pay for the time they are required to be in court provided the employee presents to the Employer the process which required their presence in Court and pays over to the Employer the amount received as such juror or witness (excluding any allowances for meals, transportation or accommodation).

17.04 **General Leave**

The Employer shall grant leave of absence without pay and without loss of seniority to any employee requesting such leave with good and sufficient cause, such request to be in writing and approved by the Employer.

17.05 **Pregnancy and Parental Leave**

- (a) The Employer shall provide pregnancy and parental leave in accordance with the *Employment Standards Act*.
- (b) When the employee returns to work following their leave, they shall be entitled to return to the classification most recently held if it still exists, or to a comparable position and wage rate, if it does not.
- (d) An employee on pregnancy and/or parental leave shall continue to accrue seniority in accordance with Article 7 - Seniority, accrue paid vacation in accordance with Article 15 - Vacations, and shall be entitled to welfare benefits in accordance with Article 21 - Welfare Benefits. The Employer shall continue to pay the cost for obtaining and/or renewing licence(s) and/or certificates, including any medical report in relation to the licence(s) and/or certificates.

ARTICLE 18 - PAYMENT OF WAGES AND ALLOWANCES

18.01 **Pay Days**

The Employer shall pay wages bi-weekly in accordance with Schedule "A", Schedule "B", Schedule "C", and the Wage Schedule herein and forming part of this Agreement. On each pay day each employee shall be provided with an itemized statement of their wages and deductions.

The parties understand that employees with relevant licences or tickets shall have their appropriate wage on Schedule "A", "B", or "C" as a base wage, regardless of if they are operating as a General Labourer or a General Labourer with Water Operator certifications.

18.02 **Pay During Temporary Transfer**

- (a) If an employee substitutes on any job which they are qualified to perform during the absence of another employee, they shall receive the rate for the job or their regular rate, whichever is the greater. In the case of Environmental Services, an employee acting in the absence of the Manager of Environmental Services shall receive a premium of twenty-one percent (21%) above their regular pay, not to exceed the Manager of Environmental services' regular rate of pay. In the case of the Water Distribution System, an employee acting as the Overall

Responsible Operator shall receive a premium of twenty-one percent (21%) above their regular rate of pay, not to exceed the Manager of Environmental Services regular rate of pay.

(b) In the absence of the Manager of Environmental Services an Operator-Class 1 (Environmental Services) shall act as the Overall Responsible Operator for the Sewage Treatment Plant.

(c) In the absence of the Manager of Environmental Services an Operator-Class 1 (Water Department or Public Works Department) shall act as the Overall Responsible Operator for the Water Distribution System.

18.03 The Employer agrees to provide clothing to employees including, but not limited to, logo apparel (hoodies, t-shirts, thermal apparel, jackets), jeans/cargo pants, and shorts, as needed. At the option of the employee, they shall provide receipts for clothing purchased, or use an approved retailer or vendor. The Employer shall provide laundry machines, and all laundry supplies.

18.04 Where an employee is required to take training to upgrade their skills, the Employer shall pay all expenses for travel, accommodation, parking and other related expenses, and any wages that would have been earned during normal work hours due to training, including \$85.00 per day for meals with receipts.

18.05 The Operator in Charge shall receive three percent (3%) in addition to their hourly wage.

18.06 The parties agree that the Employer shall make every effort to provide hours to allow employees to maintain relevant licences and tickets.

Employees who were first members of the bargaining unit on or before 01 December 2015 shall not have their wage rate reduced below that of General Labourer with Water Operator in Training, or Operator in Training (OTI) as outlined in the Wage Schedule.

The parties agree that should an employee covered by this article (18.06) voluntarily let a ticket or certification relevant to their job expire they shall no longer be covered by this article.

When an employee is assigned to a higher-rated classification, provided the employee is qualified, the employee shall receive the wage of the higher-rated classifications for the period of time the Employee is performing the duties. When an employee is assigned to a lower-rated classification, the Employee shall not have their wage rate reduced.

Where an employee in the Arena is certified under the classifications specified in the Environmental Services/Water Department, or a Public Works employee is certified under the classifications specified in the Environmental Services Department such employee shall be paid their rate specified in the Environmental Services/Water Department classification for all hours worked on the job requiring the certification, but in no case shall the employee receive less than two (2) hours pay at the higher rate when performing such duties.

18.07 Leadhands shall be paid a premium of one dollar and fifty cents (\$1.50) per hour in addition to their regular wage.

18.08 **Environmental Services**

- a) The Employees base rate shall be the rate of the highest classification the Employee possesses.
- b) An Employee shall be paid a premium of sixty cents (\$0.60) per hour, effective January 1, 2024, for each additional licence they possess in the same Class in addition to their regular wage. For clarity, licence referred to in this article shall mean:
 - Water Distribution
 - Wastewater Treatment
 - Wastewater Collection
- c) If an Employee possesses a Class 3 Wastewater Treatment licence, they shall be paid a premium of sixty cents (\$0.60) per hour, effective January 1, 2024, in addition to their regular wage if they possess a Class 2 Water Distribution.
- d) If an Employee possesses a Class 3 Wastewater Treatment licence, they shall be paid a premium of sixty cents (\$0.60) per hour, effective January 1, 2024, in addition to their regular wages if they possess a Class 2 Wastewater Collection.

ARTICLE 19 - JOB CLASSIFICATION

19.01 The rate of pay for any position not covered by Schedule "A", Schedule "B", Schedule "C" which may be established during the life of this Agreement shall be subject to negotiations between the Employer and the Union. If the Parties are unable to agree as to the classification and rate of pay of the job in question, such dispute shall be submitted to arbitration. The new rate shall become retroactive to the time the position was first in disagreement.

ARTICLE 20 - SAFETY

20.01 The Union and the Employer shall cooperate in continuing and perfecting the safety measures now in effect.

20.02 All employees shall be supplied with all the necessary tools, safety equipment, protective clothing, and safety boots or shoes when needed. A first aid kit shall be supplied by the Employer to each mobile unit of employees.

20.03 Transportation to the nearest hospital for employees requiring medical care as a result of an on the job accident shall be at the expense of the Employer.

20.04 A Health and Safety policy shall be prepared, and the structure of the Health and Safety Committee shall be revised in consultation with the Union which ensures maintenance of an Occupational Health & Safety Committee and compliance with legislation.

ARTICLE 21 - BENEFITS

21.01 Pension

All employees shall be required to participate in the OMERS Basic Pension Plan. Contributions shall be made according to the provisions of the plan.

21.02 Hospital and Medical Insurance

After the probationary period as stated in Section 7.02, the Employer shall pay one hundred percent (100%) of the premiums of the Green Shield Insurance Hospital Plan for semi-private hospital care and basic and major health plan for employees, including their dependents, covered under this Agreement. Prescription drugs shall be covered one hundred percent (100%), with no dispensing fee cap.

The Employer shall pay one hundred percent (100%) of the Employer Health Tax for all employees covered under this Agreement, who have completed their probationary period.

Orthotics

The Benefit Plan shall reimburse an employee up to four hundred and fifty dollars (\$450) every two (2) years per person for orthotics.

Paramedical Package

The Benefit Plan shall provide one thousand one hundred dollars (\$1100) per year effective January 1, 2024 paramedical bundle with one hundred percent (100%) pay, by our benefits package. The above noted plan shall include but shall not be limited to the services of Chiropractor, Registered Massage Therapist, Physiotherapist, Psychologist, Social Worker, Psychoanalyst, Psychotherapist, Psychiatrist, Marriage and/or Family Therapist, and Clinical Counsellor, Osteopath, Podiatrist/Chiropodist, Naturopath, Speech Therapist. There shall be no medical notes required.

Diabetic Coverage

The Benefit plan shall provide for Diabetic equipment for type 1 or type 2 diabetes including but not limited to blood glucose monitors, lancets and insulin infusion pump.

21.03 Group Life Insurance

The Employer shall pay one hundred percent (100%) of the group life and accidental death and dismemberment insurance policy premiums with coverage at twice the employees annual wages to the nearest one thousand (\$1,000) dollars.

21.04 An employee prevented from performing their regular work with the Employer on account of an occupational accident that is recognized by the Workplace Safety & Insurance Board as compensable within the meaning of the *Workplace Safety & Insurance Act*, shall receive from the Employer their regular salary and assign to the Employer W.S.I.B. payments received. The employee's sick leave credit shall be debited with one-quarter (1/4) day for each such days absence.

21.05 All employees shall participate in a Long-Term Disability Plan which shall provide an employee with seventy percent (70%) of their monthly earnings after a three (3) month (ninety (90) day) elimination period. Premiums shall be paid one hundred percent (100%) by the Employer.

- 21.06 It is being recommended that all Village employees get a physical examination on the following basis:
- 1) one examination per year for employees over the age of forty (40) years.
 - 2) one examination every two (2) years for employees under the age of forty (40) years. The examination can be taken on Village time.
- 21.07 The Employer shall provide an optical plan which provides for Coverage of five hundred dollars (\$500) per year for each employee effective January 1, 2024, and five hundred dollars (\$500) per family member per twenty-four (24) months effective January 1, 2024.
- 21.08 The Employer shall pay the cost of an eye exam every twenty-four months (24), effective January 1, 2024, for each employee and eligible dependents up to a maximum of one hundred and fifty dollars (\$150.00). The Employer shall pay the cost of any other medically necessary eye test for each employee and eligible dependent, as necessary, up to a maximum of two hundred and forty dollars (\$240.00) effective January 1, 2024.
- 21.09 The Employer shall pay one hundred percent (100%) of the dental plan premium.
- The Dental Plan which is subject to the terms and conditions of the carrier, shall include basic services with six (6) month recall, as well as comprehensive basic endodontic and Periodontic services, comprehensive denture coverage with relines and rebase every three (3) years, and orthodontic coverage of two thousand seven hundred and fifty dollars (\$2750.00) lifetime at sixty percent (60%) reimbursement. Dental coverage is at current O.D.A. rates at the time of treatment.
- The Employer shall provide Major Restorative coverage involving 50/50 co-insurance with a two thousand two hundred and fifty dollars (\$2250.00) per calendar year maximum.
- 21.10 The Employer agrees to continue payment of its share of premiums as outlined in Article 21, for a period of six (6) months if an employee has exhausted their sick leave. The Employer agrees to continue payment of its share of premiums as outlined in Article 21, for an employee on Long Term Disability for a period of twenty-four (24) months. The Employer agrees to maintain the benefits as outlined in Article 21 for employees who have been on Long Term Disability for greater than twenty-four (24) months provided that the employee reimburses the Employer for the cost of the premiums. The Employer shall invoice the employee quarterly in advance.
- 21.11 The Employer agrees to maintain the benefits as outlined in Article 21 for employees who have retired for a period of two (2) months for each year of service to a maximum of twenty-four (24) months. The Employer shall pay one hundred percent (100%) of the cost of the premiums. After such time, the Employer agrees to maintain the benefits as outlined in Article 21 for employees who have retired until the retiree reaches age 65 provided the retiree reimburses the Employer in full for the cost of the premiums. The Employer shall invoice the retiree quarterly in advance.

- 21.12 In case of an employee who, as a result of a workplace injury or illness is capable of returning to work but not assuming the full duties of the employee's job, the Employer, the Union, and the employee involved shall meet to investigate and discuss what alternatives, if any, are available for the injured employee.
- 21.13 If an employee is required to obtain a registered medical practitioner's certificate as requested by the Employer, the cost of such certificate shall be paid by the Employer.
- 21.14 The Employer agrees to continue all benefits as outlined in Article 21 but may opt to self-insure some of the benefits instead of using a private health care provider company for such benefits. In no case shall the Employer change carriers or self-insure unless the benefit provided is equal to or better than current coverage.
- 21.15 The Employer shall pay to a maximum of two hundred and twenty-five dollars (\$225) per family per year, effective January 1, 2024, for a fitness membership and/or activity.
- 21.16 Part-time seasonal employees shall receive ten percent (10%) in lieu of the benefits regarding Article 21.02, 21.03, 21.05, 21.07, 21.08, 21.09, 21.10, 21.11, and 21.14.

ARTICLE 22 - RESTRUCTURING AND MERGERS

- 22.01 In the event that the Employer should merge, amalgamate, or combine/restructure any of its operations or functions with any other Municipal body, the Employer shall provide the Union and the affected Employees at least six (6) months written notice. At the time of the notice, the Employer shall also provide the Union with all relevant particulars pertaining to the merger.
- 22.02 Within five (5) days of 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.
- 22.03 In the event that the Employer should merge, amalgamate or combine/restructure any of its operations or functions with any other Municipal body, the Employer shall use its best efforts to obtain an agreement that shall 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 service performed by members of the Canadian Union of Public Employees Local 153.2 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 the effect with the new Employer;

- e) That no employee shall suffer loss of employment as a result of such merger, amalgamation or combination of any of its operations or functions with any other Municipality or organization;
- f) That preference in location of employment in the service of the new Employer shall be on basis of seniority.

ARTICLE 23 - TERM OF AGREEMENT

23.01 This Agreement shall be binding and remain in effect from January 1, 2024 to December 31, 2027 and shall continue from year to year thereafter unless either party gives to the other party, notice in writing within ninety (90) days of the termination date in any year that it desires termination. However, any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

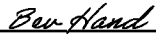
Within thirty (30) working days of receipt of such notice by one party, the other party is required to enter into negotiations for a renewal or revision of the Agreement, and both parties shall thereupon enter into such negotiations in good faith and make every reasonable effort to consummate a revision or new Agreement.

23.02 Term of Agreement – January 1, 2024 to December 31, 2027.

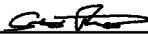
Signed electronically by the Parties:

**FOR THE CORPORATION OF THE
VILLAGE OF POINT EDWARD:**

**FOR THE CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 153.2:**


Bev Hand (Jul 5, 2024 10:59 EDT)

Beverley Hand, Mayor


Steve Roberts (Jul 3, 2024 15:26 EDT)

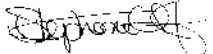
Steve Roberts, Bargaining Committee


Jim Burns (Jul 8, 2024 09:04 EDT)

Jim Burns, CAO/Clerk


Derek Lucas (Jul 3, 2024 15:14 EDT)

Derek Lucas, Bargaining Committee


Stephanie Cliff, National Representative

SCHEDULE "A" - PUBLIC WORKS

	Effective	Effective	Effective	Effective	
	January 1, 2024	January 1, 2025	January 1, 2026	January 1, 2027	
Percentage Increase	3.50%	3.25%	3.25%	3.25%	
Classification					
1	Probationary Labourer	\$28.43	\$29.35	\$30.30	\$31.28
2	Public Works General Labourer	\$29.50	\$30.46	\$31.45	\$32.47
3	Public Works General Labourer with Snow School Certification	\$30.30	\$31.28	\$32.30	\$33.35
4	Public Works General Labourer with Road Construction or Road Maintenance Certification	\$31.23	\$32.25	\$33.30	\$34.38
5	Public Works General Labourer with Road Construction and Road Maintenance Certification	\$31.86	\$32.90	\$33.97	\$35.07
6	Public Works General Labourer with Water Operator – Class 1 <i>(see note)</i>	\$33.68	\$34.77	\$35.90	\$37.07
7	Public Works Foreperson	\$39.17	\$40.44	\$41.75	\$43.11
	Public Works Lead Hand Rate – <i>receives all general wage increases (\$2.00)</i>	\$2.07	\$2.14	\$2.21	\$2.28

NOTE: Employees currently in the Public Works General Labourer with Water Operator – Class 1 Classification shall maintain their current salary level plus receive all negotiated wage increases.

SCHEDULE "A" - ARENA

		Effective	Effective	Effective	Effective
		January 1, 2024	January 1, 2025	January 1, 2026	January 1, 2027
Percentage Increase		3.50%	3.25%	3.25%	3.25%
Classification					
1	Arena General Labourer	\$29.50	\$30.46	\$31.45	\$32.47
2	Arena Labourer with Refrigeration Certificate	\$30.30	\$31.28	\$32.30	\$33.35
3	Icemaking and Painting Technician	\$31.23	\$32.24	\$33.29	\$34.37
4	Arena Labourer with Certified Ice Technician	\$31.86	\$32.90	\$33.97	\$35.07
5	Arena Labourer with Registered Recreation Facilities Operator Designation	\$31.86	\$32.90	\$33.97	\$35.07
6	Arena Working Foreperson	\$37.34	\$38.55	\$39.80	\$41.09
	Arena Lead Hand Rate – receives all general wage increases (\$2.00)	\$2.07	\$2.14	\$2.21	\$2.28

Part-time seasonal employees shall receive the appropriate wage rate based on their certificates.

SCHEDULE "A" - WATER DEPARTMENT

	Effective	Effective	Effective	Effective
	January 1, 2024	January 1, 2025	January 1, 2026	January 1, 2027
Percentage Increase	3.50%	3.25%	3.25%	3.25%
Classification				
1 Operator in Training (OIT)	\$31.85	\$32.89	\$33.96	\$35.06
2 Operator – Class 1	\$33.69	\$34.78	\$35.91	\$37.08
3 Operator – Class 2	\$35.51	\$36.66	\$37.85	\$39.08
4 Operator – Class 3	\$37.22	\$38.43	\$39.68	\$40.97
Water Department Lead Hand Rate – <i>receives all general wage increases (\$2.00)</i>	\$2.07	\$2.14	\$2.21	\$2.28

SCHEDULE "A" - ENVIRONMENTAL SERVICES

	Effective	Effective	Effective	Effective
	January 1, 2024	January 1, 2025	January 1, 2026	January 1, 2027
Percentage Increase	3.50%	3.25%	3.25%	3.25%
Classification				
1 Operator in Training (OIT)	\$31.85	\$32.89	\$33.96	\$35.06
2 Operator – Class 1	\$34.99	\$36.13	\$37.30	\$38.51
3 Operator – Class 2	\$35.75	\$36.91	\$38.11	\$39.35
4 Operator – Class 3	\$37.22	\$38.43	\$39.68	\$40.97
Environmental Services Lead Hand Rate – <i>receives all general wage increases (\$2.00)</i>	\$2.07	\$2.14	\$2.21	\$2.28

SCHEDULE "B" - PUBLIC WORKS DEPARTMENT - JOB CLASSIFICATIONS

1. **Probationary Labourer** – is an employee hired with the intent to meet requirements of General Labourer within sixty (60) working days of employment. The duties of this type of employee are the same as those of a General Labourer. It is understood that the Probationary Labourer shall have or shall obtain a Class DZ licence within the sixty (60) working day period from date of hire.

The Employer shall ensure that probationary employees shall be given ample Driver Training during the probationary period in order to obtain the required licence.

When a Probationary Labourer drives a truck (snowplow, dump truck, garbage packer, front end loader, 4 x 4 when plowing snow), add six percent (6%) of the Probationary Labourer hourly rate to the regular hourly rate.

An employee hired under this category after January 1, 2001 may be required to receive training in the areas of, Environmental Services, and Arena and obtain the necessary certifications where required. Training to be provided by the Employer.

2. **General Labourer** – is an employee who has served satisfactorily for sixty (60) working days from the date of hiring. Duties shall consist of all manual labour such as digging, shoring, garbage collecting, snow removal with hand tools etc. Other duties consist of assisting in connecting and repairing water, sewer, and draining services, installing concrete and asphalt surfaces, etc.

Other work required at the Environmental Services or the Arena shall be done on an as needed basis provided the employee has the needed qualifications.

3. **Leadhand** – as per Village bylaws.

4. **Public Works Year-Round On-Call Provisions**

An employee requested to be “on-call” that is, immediately available by phone or cell phone, shall be paid eight (8) hours straight time pay for each week of summer “on-call” duty, or twelve (12) hours straight time pay for each week of winter “on-call” duty, providing they make themselves available. On any day an employee is “called out” in addition to the above provisions the employee shall be paid in accordance with Article 13, Overtime, of this Agreement. An employee may leave their employment and return home when the employee has completed the work for which they were called in for. On-Call Duty shall be rotated among the qualified employees.

5. **DZ Licence**

The Employer shall pay the cost for obtaining and/or renewing of the DZ Driver’s Licence and required medical report in relation to the DZ Licence.

SCHEDULE "C" - ARENA - JOB CLASSIFICATIONS

1. **Probationary Labourer** – is an employee hired with the intent to meet requirements of the General Labourer within sixty (60) working days of employment. The duties of this type of employee are the same as those of a General Labourer.

The Employer shall ensure that such employee shall be given ample Driver Training during the probationary period. Training shall be provided by the Employer.

2. **General Labourer** – All manual labour areas, parks and playgrounds, such as digging, sweeping, cleaning facilities and glass, scrubbing floors, waxing, scraping and painting of buildings and equipment, raking weeding, cutting grass, repairing and erecting fences, hanging and removing swings, teeter-totters and all other park equipment. Also includes all work attached to upkeep of ice such as flooding, scraping and painting of ice, etc.

Other work required at the Environmental Services or Public Works shall be done on an as needed basis provided the employee has the needed qualifications. Training shall be provided by the Employer.

3. **Labourer with Refrigeration Certificate** – is an employee who has successfully met the requirements as set out by the Ontario Recreation Facilities Association in order to obtain a Refrigeration Certificate.
4. **Labourer with Certified Ice Technician Designation** – is an employee who in addition to the above has successfully met the requirements of the Certified Ice Technician as set out by the Ontario Recreation Facilities Association.
5. **Labourer with Registered Recreation Facilities Operator Designation** – is an employee with at least two (2) years' experience who in addition to the above has successfully met the requirements of the Registered Recreation Facility Operator as set out by the Ontario Recreation Facilities Association.
6. **Leadhand** – as per Village bylaws.
7. **DZ Licence**
The Employer shall pay the cost for obtaining and/or renewing of the DZ Driver's Licence and required medical report in relation to the DZ Licence.

SCHEDULE "D" - ENVIRONMENTAL SERVICES - JOB CLASSIFICATIONS

1. **Operator-In-Training** – Before hire, successful completion of the Ministry of the Environment Operator-In-Training licence exam for Wastewater Treatment, Wastewater Collection and Water Distribution must be obtained. Minimum qualifications - Grade 12 and a valid driver's licence. The employee is required to obtain one (1) Class 1 licence within two years (2) of hire in water distribution or wastewater treatment.

Job Duties – Maintain and repair equipment within the water system, wastewater treatment plant, wastewater collection system, and storm water system, collect samples, perform lab tests, data collection and entry, and other duties as assigned, all under the supervision of the Manager of Environmental Services or their designate.

2. **Maintenance Operator Class 1** – Successful completion of the Ministry of the Environment Class 1 Operator licence exam (water distribution or wastewater treatment). The Employee is required to obtain Class 1 licence within four (4) years for all Village of Point Edward systems.

Job Duties – Maintain and repair equipment within the water system, wastewater treatment plant, wastewater collection system, and storm water system, collect samples, perform lab tests, data collection and entry, and other duties as assigned. Act as back up ORO if the Manager of Environmental Services assigns it to the employee. Must act as OIC as deemed by Manager of Environmental Services.

3. **Maintenance Operator Class 2** – Successful completion of the Ministry of the Environment Class 2 Operator licence must be obtained in water distribution or wastewater treatment.

Job Duties – Maintain and repair equipment within the water system, wastewater treatment plant, wastewater collection system, and storm water system, collect samples, perform lab test, data collection and entry, and other duties as assigned. Act as back up ORO if the Manager of Environmental Services assigns it to the employee. Must act as OIC as deemed by Manager of Environmental Services.

4. **Maintenance Operator Class 3** – Successful completion of the Ministry of Environment Class 3 licence must be obtained in wastewater treatment, and Class 1 licence in water distribution and wastewater collection.

Job Duties – Maintain and repair equipment within the water system, wastewater treatment plant, wastewater collection system, and storm water system, collect samples, perform lab test, data collection and entry, and other duties as assigned. Act as back up ORO if the Manager of Environmental Services assigns it to the employee. Must act as OIC as deemed by Manager of Environmental Services.

5. **Environmental Services On call Provisions** – An Employee who normally performs the duties and is qualified, at the Environmental Services Managers discretion, shall carry a pager when on-call and is immediately available by telephone or cell phone contact and be able to respond. The Employee shall be compensated at the rate of eight (8) hours straight time pay for each week of on-call duty.

6. Upon successful completion of the Ministry of the Environment exam for upgrading and upon notification of successful completion by the Ministry, the full-time Environmental Services Employee shall be paid the applicable rate as per the Classifications listed on the Wage Schedule for the Environmental Services Employees.
7. All other Employees who receive certification from the Ministry as per the Classifications listed on the Wage Schedule for the Environmental Services department shall be paid the applicable rate when they are performing the job duties of that classification.
8. **DZ Licence** – The Employer shall pay the cost for obtaining and/or renewing of the DZ Driver's Licence and required medical report in relation to the DZ Licence.

SCHEDULE "E" - PUBLIC WORKS - WORKING FOREPERSON JOB DESCRIPTION

- Prioritize and schedule the tasks assigned by the Operations Manager and delegate to the Public Works staff as needed. Tasks relating to parks, sports fields, parking lots, trails, tree maintenance, litter and debris, turf and weed control, winter maintenance, right of way management, signage etc.
- Act as the designated "competent person" as per the OHSA for various tasks and responsibilities.
- Must be mechanically inclined. Responsible for performing, delegating and coordinating maintenance of equipment and fleet for standard in-house maintenance and outsourced maintenance. Maintain regular and updated service logs for equipment and fleet.
- Ensure staff compliance with various regulations such as Minimum Maintenance Standards, Hours of Service, Ontario Traffic Manuals, Occupational Health and Safety Act etc.
- Assist Operations Manager, as required, to ensure municipal infrastructures within the road allowance are maintained.
- Review and resolve unexpected factors and conditions such as equipment breakdown, weather conditions etc.
- Assist Operations Manager in developing Health & Safety initiatives including the preparation and updates of Standard Operating Procedures and Hazard Assessments.
- Assist in the preparation, implementation and monitoring of capital and operating budget, particularly with fleet and equipment needs and planning.
- Assist the Operations Manager in the preparation of operational and capital tenders etc.
- Coordinate with the Operations Manager and the Health and Safety Coordinator in the development of employee training initiatives.
- Review and approve documentation such as pre-trip inspections, equipment inspections, driver logs etc.
- Represent the Public Works Department in the absence of the Operations Manager.
- Implement and comply with the collective agreement.
- Any other operational duties, as assigned by the Operations Manager. The successful candidate may be asked periodically to assist in other departments including the Arena and Environmental Services on an as-needed basis.
- Shift work may be required in the winter months.

SCHEDULE "F" - ARENA - WORKING FOREPERSON JOB DESCRIPTION

- Carry out the overall supervision and direction of the Arena staff and any part time staff. Carry out Supervisor responsibilities according to the Ontario Health and Safety Act. Review Health and Safety procedures with Arena staff and complete hazard assessments for the Arena as required.
- Develop, delegate and assist in the completion of daily job assignments for the Arena Staff.
- Bring any concerns that may arise to the attention of the Operations Manager.
- Complete Arena monthly reports and present them to the Operations Committee.
- Work with the Operations Manager, the Manager of Environmental Services, the Fire Chief, the Treasurer and the Chief Administrative Officer (CAO)/Clerk to ensure Village work is completed.
- Work with the Operations Manager, the Treasurer and the CAO/Clerk in completing the Arena Operating and Capital budgets.
- Work with Arena staff to rent out and schedule rentals of the Arena.
- Ensure that the Arena building, and equipment is properly maintained.
- Carry out various work-related assignments as directed by the Operations Manager and the CAO/Clerk.
- The Arena Working Foreperson rate of pay for 2020 will be \$34.05 per hour and will increase at the same rate as all other positions, according to the Union contract, in subsequent years.
- The Working Foreperson position will be added to the Collective Agreement in the next round of negotiations.
- All terms and conditions of the Collective Agreement apply to this position.
- Other related duties as assigned from time to time.

SCHEDULE "G" - PUBLIC WORKS - LEAD HAND POSITION

- Working with the Public Works Foreperson to carry out supervision of all Public Works employees in the absence of the Public Works Foreperson.
- Develop daily job routines and assignments for Public Works employees in the absence of the Public Works Foreperson.
- Assist in the completion of the daily job routines and assignments as required in the absence of the Public Works Foreperson.
- Work with all other employees as required to ensure the smooth overall operation of the Employer.
- Ensure all Public Works equipment and the building is properly maintained in the absence of the Public Works Foreperson.
- Carry out various work-related assignments as required.
- Other related duties as required.

SCHEDULE "H" - ARENA - LEAD HAND POSITION

- Working with the Arena Foreperson to carry out supervision of all Arena employees in the absence of the Arena Foreperson.
- Develop daily job routines and assignments for Arena employees in the absence of the Arena Foreperson.
- Assist in the completion of the daily job routines and assignments as required in the absence of the Arena Foreperson.
- Work with all other employees as required to ensure the smooth overall operation of the Employer.
- Along with the Arena Foreperson and other Arena employees schedule all rentals of the arena.
- Ensure all Arena equipment and the building is properly maintained in the absence of the Arena Foreperson.
- Carry out various work-related assignments as required.
- Other related duties as required.