

# COLLECTIVE AGREEMENT

**BETWEEN:**



**THE CORPORATION OF THE TOWNSHIP OF BONFIELD**

*(Hereinafter referred to as "the Employer")*

**-and-**



**CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 4616-02**

*(Hereinafter referred to as "the Union")*

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

## TABLE OF CONTENTS

ARTICLE 1 – PURPOSE OF AGREEMENT .....	1
ARTICLE 2 – MANAGEMENT RIGHTS.....	1
ARTICLE 3 – RECOGNITION AND NEGOTIATION.....	1
3.03    No Other Agreements .....	2
3.04    Right of Fair Presentation.....	3
ARTICLE 4 – NO DISCRIMINATION .....	3
ARTICLE 5 – CHECK-OFF OF UNION DUES .....	3
ARTICLE 6 – EMPLOYER AND UNION SHALL ACQUAINT POTENTIAL EMPLOYEES.....	4
ARTICLE 7 – CORRESPONDENCE.....	4
ARTICLE 8 – LABOUR-MANAGEMENT COMMITTEE.....	4
8.02    Function of Committee .....	4
8.03    Meetings of Committee .....	4
8.04    Chairperson of the Meeting .....	5
8.05    Minutes of Meeting.....	5
ARTICLE 9 – BARGAINING COMMITTEE .....	5
9.01    Representatives.....	5
ARTICLE 10 – GRIEVANCE PROCEDURE.....	5
10.07    Policy Grievance .....	7
10.09    Deviation from Grievance Procedure.....	7
10.11    Facilities for Grievances.....	7
ARTICLE 11 – ARBITRATION.....	7
11.05    Expenses of the Board.....	8
11.07    Witnesses .....	8
11.08    Grievance Settlement Officer.....	8
ARTICLE 12 – DISCHARGE, SUSPENSION AND DISCIPLINE.....	8
ARTICLE 13 – SENIORITY .....	9
13.04    Loss of Seniority .....	10
ARTICLE 14 – JOB POSTINGS .....	11
14.02    Information in Postings .....	11
14.03    Advertising Vacancies.....	11
14.06    Notification to Employee and Union .....	12

14.07	On-the-Job Training.....	12
14.08	Training Courses.....	12
ARTICLE 15 – LAYOFFS AND RECALLS .....		13
15.03	Recall Procedure .....	13
15.04	No New Employees .....	14
15.05	Advance Notice of Layoff .....	14
ARTICLE 16 – HOURS OF WORK.....		14
16.01	Regular Daily Hours (Full-time Public Works Employees).....	14
16.03	Winter Control Season (Public Works) .....	15
16.04	Regular Daily Hours (Clerical Administration) .....	15
16.05	Standby Duties and Schedule for Lead Hand.....	15
16.06	Permanent Full-Time Operators On-Call Schedule and Compensation.....	16
ARTICLE 17 - OVERTIME.....		18
17.01	Mandatory Overtime.....	18
17.03	Compensation for Work on Saturday or Sunday Not Regularly Scheduled.....	18
17.04	Compensation for Work on Paid Holidays Not Regularly Scheduled.....	18
17.05	Meal Allowance .....	18
17.06	Overtime for Part-Time Employees.....	18
17.09	Extended Overtime .....	20
17.10	Call-Back Pay Guarantee .....	20
17.11	Banked Overtime.....	20
17.12	Guaranteed Pay.....	20
ARTICLE 18 – PAID HOLIDAYS.....		21
18.02	Compensation for Holidays on Saturday or Sunday .....	21
18.03	Pay for Regularly Scheduled Work on a Paid Holiday.....	22
18.04	Compensation for Paid Holidays Falling on Scheduled Day Off.....	22
ARTICLE 19 - VACATIONS .....		22
19.01	Length of Vacation .....	22
19.04	Vacation Pay on Termination .....	23
ARTICLE 20 – SICK LEAVE .....		23
20.01	Sick Leave .....	23
20.02	Deduction from Sick Leave .....	24
20.03	Proof of Illness.....	24
20.04	Sick Leave During Leave of Absence and Layoff .....	24

ARTICLE 21 – LEAVE OF ABSENCE.....	24
21.01 Negotiation Pay Provisions.....	24
21.02 Grievance Pay Provisions.....	25
21.03 Leave of Absence for Union Functions.....	25
21.04 Leave of Absence for Public Duties .....	25
21.05 Paid Bereavement Leave .....	26
21.06 Elected/Selected for Full-time Union Position: .....	26
21.07 Protection During Pregnancy .....	27
21.08 Seniority Status During Pregnancy and Parental Leave.....	27
21.09 Procedure Upon Return from Pregnancy and Parental Leave.....	27
ARTICLE 22- PAYMENT OF WAGES AND ALLOWANCES .....	29
22.01 Pay Days .....	29
22.02 Rate of Pay on Promotion or Reclassification.....	29
22.03 Pay on Temporary Transfer, Higher Rated Job or Lateral.....	29
22.04 Pay on Transfer, Lower Rated Job .....	29
22.05 Automobile Allowance .....	29
22.06 On-call Provision.....	30
22.07 Professional Fees and Licenses .....	30
ARTICLE 23 – EMPLOYEE PENSION PLAN .....	30
23.01 Pension Plan .....	30
ARTICLE 24 – EMPLOYEE BENEFIT PLANS .....	31
24.01 Employer Contributions to Hospital, Medical and Dental Insurance .....	31
24.03 Workplace Safety & Insurance Act .....	31
24.04 Continuation of Rights and Benefits.....	31
24.05 Return to Work.....	32
ARTICLE 25 – HEALTH AND SAFETY .....	32
25.02 Health and Safety Clothing.....	33
ARTICLE 26 – TECHNOLOGICAL CHANGE .....	33
ARTICLE 27 – JOB SECURITY .....	34
27.01 Restrictions on Contracting-out .....	34
ARTICLE 28 – UNIFORM AND CLOTHING ALLOWANCE.....	34
28.01 Boots & Clothing .....	34
ARTICLE 29 – GENERAL CONDITIONS.....	35
29.01 Proper Accommodation .....	35

29.02	Bulletin Boards .....	35
29.03	Communication to Members .....	35
29.04	NO STRIKES OR LOCKOUTS .....	35
ARTICLE 30 - PRESENT CONDITIONS AND BENEFITS.....		35
30.01	Present Conditions to Continue .....	35
ARTICLE 31 – COPIES OF AGREEMENT.....		36
31.01	Copies of Agreement.....	36
ARTICLE 32 – GENERAL .....		36
32.01	No Pyramiding.....	36
ARTICLE 33- TERM OF AGREEMENT .....		36
33.01	Duration .....	36
SCHEDULE “A” – WAGE AND SALARY SCALE .....		38
SCHEDULE “B” – WORK SCHEDULE .....		39
SCHEDULE “C” – PART-TIME .....		40
LETTER OF UNDERSTANDING.....		41
RE:	Optional Life Insurance Plan .....	41
LETTER OF UNDERSTANDING.....		42
RE:	Fleet Coordinator .....	42
LETTER OF UNDERSTANDING.....		43
RE:	Recreation Special Events .....	43
LETTER OF UNDERSTANDING.....		44
RE:	Mr. Michael Pilon – Chief Building Official .....	44
LETTER OF UNDERSTANDING.....		45
RE:	Ms. Ann Carr – Planning Administrator.....	45

## **ARTICLE 1 – PURPOSE OF AGREEMENT**

**1.01** The purpose of this Agreement is to establish mutually satisfactory relations between the Employer and its employees, to encourage efficiency in operations, to provide machinery for the prompt and equitable disposition of grievances and to establish and maintain satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this Agreement.

## **ARTICLE 2 – MANAGEMENT RIGHTS**

**2.01** The Employer retains the right to manage all services and to direct the work of employees, including the right to hire, promote, transfer and lay-off employees subject to the provisions of this Agreement, and to discipline, suspend, demote, or discharge an employee for just cause.

**2.02** The Employer has the right to make and alter, from time to time, rules and regulations to be observed by employees provided that such rules and regulations are not inconsistent or contrary to the terms of this Agreement. No change to the rules and regulations shall be made by the Employer without prior written notice to the Union, and such changes shall be posted on all the Employers' bulletin boards.

**2.03** The Employer agrees that these functions will be exercised in a manner consistent with the provisions of this Agreement and a claim that the Employer has exercised any of these rights in a manner inconsistent with any provision of this Agreement may be the subject of a grievance.

## **ARTICLE 3 – RECOGNITION AND NEGOTIATION**

**3.01** The Employer recognizes the Canadian Union of Public Employees and its Local 4616-02, as the sole and exclusive collective bargaining agent for all employees of the Corporation, save and except supervisors, persons above the rank of supervisor, firefighters, students hired during school vacation periods, persons hired under government subsidized programs and persons for whom a trade union held bargaining rights on the date of application.

a) **Permanent Full-Time Employee:** The status of an employee will be defined as permanent full-time when regularly employed for forty (40) hours or more per week and when declared the incumbent of a permanent position included in Schedule "A" to this Agreement.

**Permanent Part-Time Employee:** The status of an Employee will be defined as permanent part-time when regularly employed for twenty (20) hours per week.

b) **Part-Time Employee** shall mean a person who is not regularly scheduled to work more than twenty (20) hours weekly. The parties agree that Part-time employees

in the Public Works Department can be regularly scheduled for the operation of the landfill site exclusively .

- c) Casual Employee shall mean an employee who is called to work by the Employer, as required, and who is normally employed for not more than twenty-four hours per week.
- d) Permanent Part-time, Part-time, and Casual employees may work more than twenty (20) hours per week on a temporary basis to cover absences due to illness, vacations, and leaves of absence or to augment regular staff during peak periods and still retain their Permanent Part-time, Part-time, or Casual status. Permanent Part-time then Part-time employees shall be given preference for additional hours prior to Casuials being called for additional hours. "Temporary basis" shall mean a period not exceeding six (6) months, unless extended in writing, by mutual agreement of the parties.
- e) All newly hired employees shall be considered on a probationary basis for a period of six (6) months from the date of hiring. During the probationary period, employees shall be entitled to all rights and privileges of this Agreement, except with respect to discharge and where otherwise indicated. The employment of such employees may be terminated at any time during the probationary period without recourse to the grievance procedure unless the Union claims discrimination as the basis of termination. After completion of the probationary period, seniority shall be effective from the original date of employment. Periods of absence in excess of five (5) working days shall not be included in the six (6) month probationary period and the probationary period shall be extended in consideration of such lost time. The Employer has no obligation to maintain any probationary employee's employment for the full six (6) months, or for any other specific time.

**3.02** Persons whose jobs, paid or unpaid, are not in the bargaining unit shall not work on any jobs included in the bargaining unit except for purposes of instruction or in urgent situations when bargaining unit members are not available.

**3.02A** Notwithstanding Article 3.02, the Director of Public Works may from time to time perform bargaining unit work but will not regularly perform such work.

### **3.03 No Other Agreements**

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

### **3.04 Right of Fair Presentation**

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

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

## **ARTICLE 4 – NO DISCRIMINATION**

- 4.01** The Employer and the Union agree that there shall be no discrimination, harassment, interference, restriction, coercion, or intimidation exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, lay-off, recall, discipline, discharge or otherwise by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status or disability within the meaning of the Human Rights Code, nor by reason of their membership or activity in the Union.

- 4.02** The Employer and the Union jointly affirm that every employee shall be entitled to a respectful workplace. The environment must be free of behaviours such as discrimination, harassment, disruptive workplace conflict and disrespectful behaviour. The principal of fair treatment is a fundamental one and both the Employer and the Union will not condone any improper behaviour on the part of any person which would jeopardize an employee's dignity and well-being or undermine work relationships and productivity. In addition, the parties agree that a respectful workplace includes a safe and healthy workplace.

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

- 5.01** The Employer shall deduct from every employee, including probationary employees, any dues levied by the Union on its members.

- 5.02** Deductions shall be remitted to the National Secretary of the Union not later than the fifteenth (15<sup>th</sup>) day of the following month for which the dues were levied. The remittance shall be accompanied by a list of the names, addresses and telephone numbers of employees from whose wages the deductions have been made. The Employer shall forward a copy of this list to the Secretary-Treasurer of the Local.

- 5.03** The Union agrees to indemnify and save harmless the Employer against any claim for liability arising out of or resulting from the operating of this Article.

## **ARTICLE 6 – EMPLOYER AND UNION SHALL ACQUAINT POTENTIAL EMPLOYEES**

**6.01** Within the first two weeks of employment, the employee’s Supervisor shall introduce the new employee to their union steward and provide employees with copies of the Collective Agreement. The steward, or an Office of the Union, will meet with the employee for a period of up to twenty (20) minutes without loss of pay or benefits for the purpose of acquainting the new employee with the benefits and duties of union membership and their responsibilities and obligations with respect to the collective agreement.

## **ARTICLE 7 – CORRESPONDENCE**

**7.01** All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Employer and the Recording Secretary of the Local or designate. The Local will establish its own email and physical mailing address and such other equipment as required in a separate office location.

## **ARTICLE 8 – LABOUR-MANAGEMENT COMMITTEE**

**8.01** The parties agree to appoint a Labour Management Committee comprised of two representatives of the Employer and two employees representing the Union.

### **8.02 Function of Committee**

The Committee shall concern itself with the following general matters:

- 1) Considering constructive criticisms of all activities so that better relations shall exist between the Employer and the employees.
- 2) Improving and extending services to the public.
- 3) Promoting safety and sanitary practices.
- 4) Reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service).
- 5) Correcting conditions causing grievances and misunderstandings.

### **8.03 Meetings of Committee**

The Committee shall meet at a mutually agreeable time and place, typically not more often than three (3) times per year, unless both parties agree that further meetings are required. Its members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent meeting with the Employer.

#### **8.04 Chairperson of the Meeting**

An Employer and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.

#### **8.05 Minutes of Meeting**

Minutes of each meeting of the Committee shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting. The Union and the Employer shall each receive two (2) signed copies of the minutes within three (3) days following the meeting.

The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement.

The Committee shall not supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

### **ARTICLE 9 – BARGAINING COMMITTEE**

#### **9.01 Representatives**

The Employer shall not bargain with or enter into any agreement with an employee or group of employees in the bargaining unit. No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. In representing an employee or group of employees, an elected or appointed representative of the Union shall be the spokesperson.

In order that this may be carried out, the Union will supply the Employer with the names of its officers.

#### **9.02 Union Bargaining Committee**

A Union Bargaining Committee shall be elected or appointed and consist of not more than two members of the Union. The Union will advise the Employer of the Union members of the Committee.

### **ARTICLE 10 – GRIEVANCE PROCEDURE**

**10.01** It is agreed that all grievances shall be taken up as promptly as possible after the matter of occurrence giving rise to such grievances. It is also agreed that no employee or group

of employees shall be permitted to take a grievance to the Council or any member of the Council.

- 10.02** The Stewards or any designate shall be employees of the Employer. The Union shall advise the Employer, in writing, of the names of its Stewards and designates, before the Employer shall be required to recognize them.
- 10.03** The Grievance Committee shall be composed of the Steward or the designate directly involved with the grievance and the grievor, where applicable.
- 10.04** It is understood that a Steward has their regular work to perform on behalf of the Employer and that they shall not leave their work without first obtaining permission from the designated Employer Representative. Such permission shall not be unreasonably withheld. The Steward and grievor time required under this clause shall be recorded and identified clearly on respective timesheets.
- 10.05** It is generally understood that an employee has no complaint or grievance until the employee has first given the Employer representative the opportunity of discussing the issue. Such issue shall be discussed, within ten (10) working days after the circumstances giving rise to the issue came to the attention of the employee or ought reasonably to have come to the attention of the employee. Where the matter involves an interpretation of the Collective Agreement, the employee may request the assistance of a Steward. The designated Employer representative shall respond to the employee within ten (10) working days and indicate whether the Employer agrees with the employees' position, or not. If there is no response or an unfavourable response, then the Union can proceed to Article 10.06.

A grievance shall be defined as any difference arising out of the interpretation, application, administrations, or alleged violation of the Collective Agreement.

**10.06**

**STAGE 1:** The employee concerned, together with a steward shall take up any grievance with designated Employer representative within ten (10) working days of the response of the designated Employer representative required Article 10.05. The Employer will give its decision within a further (10) ten working days.

**STAGE 2:** If not settled at Stage 1, the grievance may, within ten (10) working days from the Stage 1 decision be submitted by the Grievance Committee together with the employee concerned to the designated Employer representative, who shall reply within ten (10) working days. Failing settlement within a further ten (10) working days, the matter may then be referred to arbitration as hereinafter provided.

### **10.07 Policy Grievance**

Any dispute arising between the Union and the Employer concerning the interpretation, application, administration or alleged violation of the terms of any of the provisions of this Agreement may be submitted by either party to the other at Step 1 of Article 10.06.

**10.08** The Union and its representatives shall have the right to originate a grievance on behalf of an employee, or group of employees and to seek adjustment with the Employer in the manner provided in the Grievance Procedure.

### **10.09 Deviation from Grievance Procedure**

After a grievance has been initiated by the Union, the Employer's representative shall not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved employees, without the consent of the Union.

**10.10** Grievances submissions and replies thereto shall be in writing at all stages.

### **10.11 Facilities for Grievances**

In order to facilitate an orderly and confidential investigation of grievances, the Employer shall make available the temporary use of a private office or similar facility. The Employer shall also supply the necessary facilities for the grievance meetings.

**10.12** All time limits set out in this Article may be extended only by the mutual consent of the parties to this Agreement, in writing.

**10.13** No employee, group of employees, or member of any Union Committee shall be permitted to take up the matter of a grievance with any individual member of Council.

## **ARTICLE 11 – ARBITRATION**

**11.01** When either party requests that a grievance be submitted to arbitration, the request shall be made within ten (10) working days following the reply at Stage 2, by registered mail or email addressed to the other party of the Agreement, indicating the name of its nominee to the Board of Arbitration. Within ten (10) working days thereafter, the other party shall respond by registered mail indicating the name and address of its nominee to the Arbitration Board. The two (2) nominees shall then correspond to select an impartial Chairperson.

**11.02** If the recipient of the notice fails to appoint its nominee or if the two (2) nominees fail to agree upon a chairperson within thirty (30) days of their appointments, the appointment may be made by the Minister of Labour upon the request of either party.

**11.03** The Board of Arbitration may determine its own procedure but shall give full opportunity to all parties to present evidence and make representations. The Board shall hear and determine the difference or allegation and render a decision.

**11.04** The decision of the majority shall be the decision of the Board of Arbitration. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Board shall be final and binding and enforceable on all parties, but in no event shall a Board of Arbitration have the power to change this Agreement, or to alter, add to, modify or amend any of its provisions. However, the Board shall have the power to dispose of a discharge or a discipline grievance by any arrangement it deems just and equitable.

**11.05 Expenses of the Board**

Each party shall pay:

1. The fees and expenses of the arbitrator it appoints.
2. One-half of the fees and expenses of the Chairperson.

**11.06** The time limits set out in this Article may be extended only by mutual consent of the parties to this Agreement, in writing.

**11.07 Witnesses**

At any stage of the grievance or arbitration procedure, the parties shall have the assistance of the employee or employees involved and any necessary witnesses.

All reasonable arrangements shall be made to permit the conferring parties or arbitrator(s) to have access to the Employer's premises to view any working conditions that may be relevant to the settlement of the grievance.

**11.08 Grievance Settlement Officer**

Notwithstanding the foregoing, the parties hereto may mutually agree to utilize the services of a grievance mediation officer.

**11.09** Whenever "Arbitration Board" is referred to in this Agreement, the parties may mutually agree, in writing, to substitute a single Arbitrator for the Arbitration Board at the time of reference to arbitration and other provisions of this Agreement referring to an Arbitration Board shall apply to a single arbitrator.

**Article 12 – DISCHARGE, SUSPENSION AND DISCIPLINE**

**12.01** No employee shall be discharged, suspended, or disciplined without just cause. Such employee and the Union shall be advised promptly in writing by the Employer of the

reason for such action. The grievance will be heard at step 2 of the grievance procedure when discharge is the discipline imposed to the Employee.

- 12.02** Should it be found upon investigation that an employee has been unjustly discharged, suspended, or disciplined; such employee shall be immediately reinstated in their former position, without loss of seniority rating. The employee shall also be compensated for all time lost in an amount equal to their normal earnings during the pay period next preceding such discharge, suspension, or discipline, or by any other arrangement as to compensation that is just and equitable in the opinion of the parties, or in the opinion of a Board of Arbitration, if the matter is referred to such a Board.
- 12.03** When a supervisor intends to meet with an employee for disciplinary purposes, the supervisor shall notify the Union Representative and employee in advance of the purpose of the interview and advise the employee of their right to have Union representation at such meeting.
- 12.04** In instances when an employee has been issued a written warning by the Employer and no further disciplinary action is required during the following thirty (30) month period, such written warning shall be stricken from the employee's record and will not be used by the Employer when considering any future disciplinary action.
- 12.05** a) Upon request and at a time mutually agreed to by the parties, an employee shall have the right to examine their personal file and also to respond in writing to any document contained therein. Such reply shall become part of the permanent record.
- b) An employee, upon request in writing shall be provided with copies of any material contained in their personal file. Employees may be required to pay the costs associated to the copying of such material.

## **ARTICLE 13 – SENIORITY**

- 13.01** Seniority is defined as the length of service in the bargaining unit and shall include service with the Employer prior to the certification or recognition of the Union. Seniority shall operate on a bargaining-unit-wide basis and shall be a factor used in determining preference or priority for promotion, transfer, demotion, layoff, permanent reduction of the workforce, and recall, as set out in other provisions to this Agreement.
- 13.02** The Employer shall maintain a seniority list showing the current classification and the date upon which each employee's service commenced. Where two (2) or more employees commence work on the same day, their names will be pulled from a hat by a Steward or designate of the Local. The first name drawn shall be identified as the most senior and so on until the names of all persons hired on the same day have been drawn.

An up-to-date seniority list shall be sent to the Union and a copy posted on the Union's bulletin boards in January of each year.

**13.03** “Probationary Employee” shall mean a newly hired employee who will not be placed on a seniority list until they have completed six (6) months employment with the Employer, during which period the Employer may assess whether the employee is suitable to be retained as an employee. Upon completion of the probationary period their seniority will be computed from the date of hiring. A probationary employee’s employment may be terminated by the Employer without recourse to the Grievance Procedure. Periods of absence in excess of five (5) working days shall not be included in the six (6) months probationary period and the probationary period shall be extended in consideration of such time lost.

**13.03A** Despite the articles of this Agreement providing for a probationary period of six (6) months, the Employer has no obligation to maintain any probationary employee’s employment for the full six (6) months, or for any other specific period of time.

#### **13.04 Loss of Seniority**

An employee shall not lose seniority if he/she is absent from work because of sickness, disability, accident, layoff, or leave approved by the Employer.

An employee shall only lose their seniority and ceases to be an employee of the Employer in the event:

- 1) Quits;
- 2) Is discharged for just cause and not reinstated;
- 3) Fails to return to work within three (3) working days after completion of a leave of absence without providing a reason satisfactory to the Employer for their failure to do so;
- 4) Fails to return to work within ten (10) working days of being sent a recall notice by registered mail to their last recorded address with the Employer;
- 5) Is laid off for a period of twenty-four (24) months;
- 6) Uses a leave of absence for purposes other than those for which the leave of absence was granted;
- 7) Is absent from work for three (3) consecutive days or more without notifying the Employer, or fails to provide a reason satisfactory to the Employer for their failure to do so;
- 8) Engages in gainful employment while on any other leave of absence other than unpaid;
- 9) A casual employee shall lose seniority in the event they refuse three (3) work opportunities in a period of six (6) months, in the position they were hired for, unless a reason satisfactory to the Employer is provided and/or they are excused through an unpaid leave of absence.

## **ARTICLE 14 – JOB POSTINGS**

**14.01** New positions created within the bargaining unit and vacancies, which the Employer intends to fill, shall be posted on the Union’s bulletin Boards for a period of seven (7) working days. If no suitable candidate applies, the Employer may fill the positions by a new hiring. In this Article, vacancy shall mean those vacancies anticipated to extend beyond thirty (30) working days.

The Employer shall not be prevented from temporarily filling any position during the initial and/or subsequent posting periods.

The Employer will endeavour, within thirty (30) working days of a position becoming vacant, to notify the Union in writing if the vacancy is not to be filled and will give the reason why.

### **14.02 Information in Postings**

Such notice shall contain the following information:

Nature of position, qualifications, required knowledge and education, skills, shift, hours of work, wage or salary rate or range. Such qualifications and requirements shall be those necessary to perform the job function and may not be established in an arbitrary or discriminatory manner.

An employee wishing to apply for a posted vacancy, or a new position shall make application, in writing, on forms supplied by the Employer for this purpose, during the seven (7) working days referred to in Clause 14.01 to this Article and shall set out their skills and qualifications for the position.

### **14.03 Advertising Vacancies**

Outside advertisement for any vacancy may be placed by the Employer at the same time as internal postings. Employees in the bargaining unit who apply for the posting will be considered first. In no case will an outside applicant for any vacancy within the bargaining unit be interviewed until the applications of all internal applicants have been considered.

**14.04** All cases of promotions, demotions, transfers, lay-offs or recall after lay-offs shall be made on the following basis:

Where the ability, knowledge, training, skill, and physical fitness of the individual to fill the normal requirements of the job are relatively equal as between two or more employees, then seniority shall govern.

#### **14.05 Trial Period**

- a) An employee transferring for a posted position shall be placed in the position for a trial period of up to three (3) months. If their performance is judged unsatisfactory by the Employer or if the employee finds themselves not suitable for the position at any time during the trial period, they shall be reverted to their former classification, department, and rate of pay, as will any other employee in the bargaining unit who was promoted or transferred by reason of such placement. During the trial period, the employee shall be provided a reasonable opportunity to familiarize himself with the job.
- b) If an employee is returned to their former classification under the provisions of Clause 14.05, the Employer may fill the position by selecting from among other qualified applicants for the position.
- c) If no employee is appointed to a vacancy in accordance with Clause 14.05 a) to this Article, the Employer, may consider an employee who does not possess the required qualifications, but who was preparing for qualification prior to the job posting. If granted the job, the Employer will set a reasonable time frame during which qualifications requirement must be met. If the qualifications are not met within the established time frame, the employee shall revert to their former position as will any other employee promoted or transferred by reason of such placement.

#### **14.06 Notification to Employee and Union**

- a) Within seven (7) working days of the date of appointment to a vacant position, the name of the successful applicant shall be posted on all bulletin boards. If requested, the Employer shall provide to all senior applicants who have been denied promotion or transfer, the reason(s) they were not successful.
- b) The Union shall be notified of all promotions, demotions, hiring, layoff, transfers, recalls, resignations, retirements, deaths, or other terminations of employment.

#### **14.07 On-the-Job Training**

In order to permit the continuous and efficient operations, employees may be required to learn and perform the duties of other classifications. For the purpose of day-to-day upgrades, equal opportunity for cross training will be given by seniority, to all members within the bargaining unit.

#### **14.08 Training Courses**

Whenever practicable, the Employer, in its sole discretion, may, as the need arises, implement training programs for selected employees so that they shall have the

opportunity to improve their job qualifications. Any mandatory training, certifications or licenses will be provided.

The Employer may post any training courses for which employees may be selected. The post shall contain the following information: type of course (subjects and materials to be covered), time, duration, location of the course and the basic minimum qualifications required by the applicant. Training opportunities shall be posted for a period of two (2) weeks on bulletin boards in the appropriate departments to afford all interested employees an opportunity to apply for such training. Parties recognize that the two-week posting period may not be feasible in some circumstances due to opportunities that arise under short notice (i.e. cancellations ,added dates due to enrolment etc.) All time spent in training including travel time shall be considered as straight time worked.

Employees may bring employment relevant training opportunities forward to their supervisor for consideration.

## **ARTICLE 15 – LAYOFFS AND RECALLS**

**15.01** A layoff shall be defined as a reduction in permanent positions in the workforce or a reduction in the regular hours of work of permanent employees as defined in this Agreement.

- 15.02** a) In the event of a layoff, employees in each affected classification shall be laid off in the reverse order of their seniority.
- b) Providing an employee designated for layoff has the required qualifications, skill and ability required, they may:
- i) Fill an existing vacancy; or
  - ii) Displace an employee with lesser seniority

### **15.03 Recall Procedure**

- a) Employees shall be recalled in the order of their seniority providing the employee has the qualifications, skills and abilities required to perform the job.
- b) The Employer shall notify the employee of a recall opportunity by registered mail, addressed to the employee's last address on record with the Employer. Notification will be copied to the Union. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report to work. An employee shall be provided at least five (5) working days' notice of commencement of employment.

#### **15.04 No New Employees**

No new employee shall be hired to a bargaining unit position, until those laid off have been given an opportunity of recall, provided an employee on layoff has the qualifications, skill, and ability to perform the work available.

#### **15.05 Advance Notice of Layoff**

Unless legislation is more favourable to the employees, the Employer shall notify employees who are to be laid off fifteen (15) working days prior to the effective date of layoff. If the employee has not had the opportunity to work the days as provided in this article, they shall be paid for the days for which work was not made available. It is further understood that for casuals and part-time employees, the notice of layoff will be fifteen (15) calendar days prior to the effective date of layoff.

**15.06** An employee shall remain on the recall list for a period of twenty-four (24) months. If the employee has not been recalled to employment during this period, their seniority and employment shall be deemed terminated.

### **ARTICLE 16 – HOURS OF WORK**

#### **16.01 Regular Daily Hours (Full-time Public Works Employees)**

The regular daily hours shall not commence before 7:00 a.m. nor finish later than 4:30 p.m. The regular workday shall consist of eight (8) hours, excluding a one-half (1/2) hour unpaid lunch break. One weeks' notice is required to implement a shift change. Notwithstanding the above, two weeks notice shall be required for select employees to work four ten hour shifts a week in the construction season while performing active construction.

#### **16.02**

##### **(a) Regular Weekly Hours (Full-Time Public Works Employees)**

Except as provided in Articles 16.01, 16.03 and Schedule B, the regular weekly hours shall consist of five (5) days from Monday to Friday inclusive, for a total of forty (40) hours per week for all employees with the exception of the Labourer position who may be scheduled to work the Landfill when required.

##### **(b) Regular Daily Part-Time Hours - Landfill**

WINTER: Saturday 7:30 a.m. to 4:30 p.m.

SUMMER: Wednesday, 3:30 p.m. to 7:30 p.m.  
Saturday, 7:30 a.m. to 4:30 p.m.

- (c) The Landfill site will be covered in accordance with EPA and the Township Bonfield C of A and any other applicable legislation.

### **16.03 Winter Control Season (Public Works)**

- (a) During the period of November 15 to March 31 only, the work schedule may be adjusted subject to the terms of the Collective Agreement to provide for twenty-four (24) hour coverage, seven (7) days per week for winter maintenance operations only.
- (b) Two Full-time Operators shall commence work at 4:00 a.m. when directed and work until 11:00 a.m. daily, but not more than Schedule B requires.

These two Operators shall be paid at time and one half (1.5x) their regular rate of pay from 4:00 a.m. to 7:00 a.m. and straight time from 7:00 a.m. to 11:00 a.m.

They shall accrue 1.5 hours of overtime daily which they shall bank; however, this bank will be depleted weekly/bi-weekly to pay for equivalent hours of 40 weekly and 80 hours bi-weekly.

There shall be no shortage to their Pension contributions, and the premium pay will apply to make these Operators whole for all payroll/tax purposes, as though they work 8 hours daily, 40 hours weekly and 80 hours bi-weekly.

### **16.04 Regular Daily Hours (Clerical Administration)**

The regular weekly hours shall consist of forty (40) hours worked from 8:30 a.m. to 5:00 p.m. over a five (5) day period from Monday to Friday, inclusive.

No scheduled eight (8) hour shift shall be spread over a period longer than eight and one half (8 ½) hours. Each employee shall be provided with a one-half (1/2) hour unpaid lunch break daily.

Two fifteen (15) minute rest periods daily will be scheduled by the Employer, i.e., one for each scheduled half shift of at least four (4) hours worked.

### **16.05 Standby Duties and Schedule for Lead Hand**

#### **(a) Lead Hand Duties While on Standby:**

- Must carry company cell phone or device 24/7 during their scheduled week of standby;
- Responsible to be on standby to answer call from central on-call service, Manager or its designate;
- To contact, delegate, or call-in additional assistance and provide instructions to the employee on call;

- Must remain available and prepared to respond 24/7 to calls during their scheduled standby time;
- 1 week out of 4, will be available to be on standby and on-call;
- 1 week out of 4, will be available to be on standby only.

**(b) Lead Hand Schedule:**

- The Lead Hand will be available to be on standby for 2 weeks out of 4;
- The standby duties will be scheduled during the weeks they are scheduled to work their regular 6 consecutive days during Winter Control and continue in the same rotation for the remaining balance of the year;
- Standby will begin on Monday at 3:30 p.m. and end on the following Monday at 3:30 p.m.

**(c) Exchanging Standby Duties:**

- The Lead Hand may exchange their week of standby with another Lead Hand or designate, upon mutual agreement.

**(d) Compensation and Incentive:**

- A Lead Hand employee who is required to remain available for duty on standby, outside of the normal working hours, shall receive one dollar and fifty cents (\$1.50) per hour on standby;
- The Employer agrees to provide at its expense, a mobile telephone, radio or paging device to the Team Lead or its designate while on "Standby".

**(e) Call-out While Standby:**

- If the Lead Hand employee is called to perform duties, they will be compensated at the overtime rate for all hours worked as per Article 17 of this agreement, with a minimum of three (3) hours pay at time and one half for each call-out.

**16.06 Permanent Full-Time Operators On-Call Schedule and Compensation**

**(a) On-Call Duties:**

- Full-Time Operator must carry company cell phone or device and remain available and prepared to respond on a 24/7 basis during their scheduled week of on-call;
- Responsible to be on-call to answer call from the Team Lead, Manager or its designate and to respond to call-out, if requested;
- Must be able to respond to call-out within 1 hour of such request;
- Must reply within 10 minutes to the call and must respond on site within 1 hour.

**(b) On-Call Schedule:**

- Each Operator will be scheduled 1 week of on-call every 4 weeks;
- On-call duties will begin Monday at 3:30 p.m. and end on the following Monday at 3:30 p.m.;
- Shall not apply during the period of Schedule "B".

**(c) Vacation Requests While On-Call:**

- The Employer agrees that no employee will be prejudiced from receiving vacation while assigned to on-call duties;
- Preference of vacation will be as per Article 19 of the Collective Agreement.
- Should an employee request a week of vacation while assigned to on-call duties, they may:
  - Canvass coworkers to see if anyone wants to exchange weeks, or;
  - Forfeit their week of on-call to another Operator, who is willing to accept it, or;
  - Forfeit up to one week of on-call per year to the Lead Hand or designate.

**(d) Exchanging or Forfeiting On-Call Duties:**

- An employee may exchange their week of on-call with another employee by first offering it to the most senior Operator that is available, and if not accepted, may offer it to the next most senior Operator and so on.
- Such request to forfeit or exchange must be approved by the Manager and such approval will not be unreasonable denied.

**(e) Compensation and Incentive:**

- A Full-Time employee who is required to remain available for duty on standby, outside of the normal working hours, shall receive thirty-five (\$35.00) dollars per day on standby;
- The Employer agrees to provide at its expense, a mobile telephone, radio or paging device to the employee "on-call" and it is the responsibility of the employee on-call to carry the device and answer any calls from the Manager, Lead Hand or its designate.
- The Employer agrees to provide a vehicle to the person on-call if required and only to be used for the purpose of a call-out. The vehicle and phone will be exchanged from the person on-call to the next person on-call every Monday by 3:30 p.m.

**(f) Call-out While On-Call:**

- If the standby employee is called in to perform duties, they will be compensated at the overtime rate for all hours worked as per Article 17 of this agreement, with a minimum of three (3) hours pay at the overtime rate for each call-out.
- If called out to work, an employee shall be required to do only such emergency work as called for.

**(g) Overtime Procedure:**

- It is understood that the overtime worked during the period of on-call week is not subject to equal distribution as per Article 17.08.

For all other overtime that becomes available will be subject to Article 17.08.

## **ARTICLE 17 - OVERTIME**

### **17.01 Mandatory Overtime**

Overtime means that time worked beyond the normal work day (eight (8) hours) or normal work week (40 hours) or on a paid holiday, which has been authorized by the Employer. If the supervisor determines that overtime is required, the information will be shared with affected employees as soon as possible, and the employees shall work the overtime hours, including weekends and holidays as required. The duration of overtime beyond the regular eight (8) hour shift will not normally exceed and additional four (4) ours, unless under emergency situations. Except in emergencies, as declared by the CAO, Mayor and/or Council, employees shall not be required to work more than sixteen (16) hours' overtime in any calendar week.

### **17.02 Compensation for Work Greater Than Eight (8) Hours Per Day**

Any employee who has been approved to works more than eight (8) hours per day shall be paid at the rate of time and one half (1 ½) for the hours beyond eight (8) hours.

### **17.03 Compensation for Work on Saturday or Sunday Not Regularly Scheduled**

Overtime work on any Saturday or Sunday not regularly scheduled in accordance with Schedule B shall be paid at the rate of time and one half.

### **17.04 Compensation for Work on Paid Holidays Not Regularly Scheduled**

Overtime work on a paid holiday when the employee was not scheduled to work shall be paid for at the rate of time and one half for work performed, except for Christmas and New Year's, when the rate shall be double time, plus another day off without loss of regular pay at a time mutually agreed to by the employee and Employer.

### **17.05 Meal Allowance**

An employee required to work more than three hours overtime continuous with their regular shift shall be paid one half-hour meal break at overtime rate.

### **17.06 Overtime for Part-Time Employees**

Overtime rates for part-time and casual employees shall apply after forty (40) hours in the working week and for all work performed on paid holidays.

### **17.07 a) Overtime Opportunities**

Except as provided in Schedule B hereto, when the overtime work permits and at the discretion of the Employer, qualified casual and part-time employees may be given the first opportunity based on their knowledge, skills, and ability to do the job required,

for available hours at their regular straight time wage rate up to forty (40) hours per week. Where knowledge, skills and abilities are relatively equal, then seniority shall govern.

#### **b) Sharing of Overtime**

It is understood that if all qualified casuals and part-time employees have worked forty (40) hours in the week, overtime work will be distributed, as equitably as possible among those qualified employees (including full-time employees) normally performing such work. Article 17.08 will then apply.

For purposes of this clause, an equitable distribution of hours will have been achieved if there is no greater variance than twenty-four (24) hours' difference between the employee with the least amount of overtime who are working in the same department, working in the same classification and normally performing the work available.

For further clarification and for the purpose of this Article only, both – equipment operator Class 1 and equipment operator Class 2 are deemed to be in the same classification.

For the purpose of this Article, an overtime shift refused without a reason satisfactory to the Employer will be an 8-hour charge to the employee's window.

#### **17.08 Overtime Procedure**

For purposes of administration of this clause, the following procedures shall apply:

- a) When overtime first becomes available, as per Article 17.07 (a), the senior employee normally performing the work shall be given first opportunity to accept the work.
- b) If the employee declines, or is not available, the overtime opportunity shall be offered to the next most senior employee normally performing the work. This process shall continue with the overtime being offered to employees in order of seniority until the assignment is filled.
- c) Subsequent overtime opportunities shall be offered to the employee next lower in seniority to the individual working the overtime assignment immediately preceding the current opportunity.
- d) If the overtime assignment is not filled through the above procedure, the employee next lower in seniority to the individual working the overtime assignment immediately preceding the current opportunity shall be required to work.

For the purposes of this Article 17.08, overtime will be assigned by seniority (as indicated above), providing that the affected employees have the required knowledge, skills and abilities to perform the required work.

#### **17.09 Extended Overtime**

There shall be no extended amount of overtime worked while there are employees on layoff who are qualified and available to perform such work. For the purpose of this clause, "extended" shall mean overtime worked by any employee in excess of four (4) hours per day.

#### **17.10 Call-Back Pay Guarantee**

If called to work after regular scheduled hours, an employee shall be paid a minimum of three (3) hours at the employee's regular rate of pay. If called to work, an employee shall be required to do only such emergency work as called for, or other emergency work that shall develop. It is understood that for the purpose of this article, reply time will be 10 minutes while the response time will be one (1) hour. A call-back for the same emergency event within the initial three-hour period shall be considered as one call back.

#### **17.11 Banked Overtime**

Overtime may be accumulated over a twelve (12) month period (calendar year) and shall be taken as paid time off. The scheduling of such time off in lieu of payment shall be by mutual agreement between the employee and the supervisor with operational needs being considered. In the event of two or more employees requesting the same time off, seniority shall govern. Banked hours cannot be carried from year to year and outstanding balances as of December 31<sup>st</sup> shall be paid out by January 31<sup>st</sup> of the following year.

#### **17.12 Guaranteed Pay**

An employee shall not be required to lay-off during regular hours to equalize any overtime worked. The forgoing does not negate or apply to the Employer's existing right to adjust shift times under Schedule "B". The Employer maintains the right under Schedule "B" to schedule such employee off work once the employee has worked the equivalent of a total of eight paid hours.

Employees who report for any scheduled shift will be guaranteed at least four (4) hours of work with pay, or, if no work is available, will be paid at least four (4) hours except when work is not available due to conditions beyond the control of the Employer. This reporting allowance shall not apply whenever an employee has received prior notice not to report to work. Part-time employees who report for scheduled work of less than eight (8) hours will receive based on the *Employment Standards Act*.

**17.13** All permanent administration staff required to attend meetings after hours shall be paid a minimum of two (2) hours of straight time. The overtime rate(s) shall apply for all time spent at meetings beyond the two (2) hours in duration.

**ARTICLE 18 – PAID HOLIDAYS**

**18.01 a)** The Employer recognizes the following paid holidays:

- i) New Year’s Day
- ii) Family Day (February)
- iii) Good Friday
- iv) Easter Monday
- v) Victoria Day
- vi) Canada Day
- vii) Civic Holiday (August)
- viii) Labour Day
- ix) Thanksgiving Day
- x) Remembrance Day
- xi) Christmas Day
- xii) Boxing Day (December 26)
- xiii) The National Day for Truth and Reconciliation (September 30)

Easter Sunday to be recognized for overtime purposes.

Any other day declared or proclaimed as a holiday by the federal, or provincial government plus;

b) Each permanent employee shall be entitled to a holiday with pay on each of the days listed in clause 18.01 a), or a day declared in lieu thereof, provided they work their scheduled shift on each of the working days immediately prior to and following unless is off work on approved paid leave of absence.

**18.02 Compensation for Holidays on Saturday or Sunday**

When any of the above noted paid holidays fall on a Saturday or Sunday and is not declared or proclaimed as being observed on some other day the following shall apply:

<b><u>Paid Holiday</u></b>	<b><u>Falling on</u></b>	<b><u>Day off With Pay in Lieu</u></b>
New Year’s Day	Sat. or Sun.	Monday Following
Canada Day	Sat. or Sun.	Monday Following
Christmas Day	Sat. or Sun.	Friday Previous
Boxing Day	Sat. or Sun.	Monday Following

### **18.03 Pay for Regularly Scheduled Work on a Paid Holiday**

An employee who is not scheduled to work on the above paid holidays shall receive holiday pay equal to one day's pay. An employee who is scheduled to work shall be paid at the rate of time and one half plus another day off with pay, in lieu of holiday pay, at a time mutually agreed to by the employee and Employer. In the case of Christmas or New Year's Day, the rate of pay shall be double time, plus another day off with pay.

### **18.04 Compensation for Paid Holidays Falling on Scheduled Day Off**

When any of the above noted paid holidays fall on an employee's scheduled day off, the employee shall receive a day's pay or another day off with pay at a time mutually agreed to by the employee and Employer.

The stat holiday accumulated shall be taken within 6 months of the accumulated holiday. The employee will advise the Employer when they wish to take their stat holiday.

**18.05** If a paid holiday, as listed in Article 18.01 to this Agreement; falls or is observed during a full-time employee's vacation period, they shall be granted an additional day of vacation, with pay, for each such holiday.

**18.06** A casual employee's entitlement for holiday pay shall be pursuant to the provisions of the *Employment Standards Act. 2000*.

## **ARTICLE 19 - VACATIONS**

### **19.01 Length of Vacation**

An employee shall receive an annual vacation with pay in accordance with the employee's years of employment as follows:

After 1 year of completed service	10 days
After 4 years of completed service	15 days
After 10 years of completed service	20 days
After 15 years of completed service	25 days
After 20 years of completed service	30 days
After 25 years of completed service	35 days

a) The Employer shall post a vacation schedule on the 15<sup>th</sup> day of January, in order that Employees can indicate their preference by February 15<sup>th</sup> for the current year. The Employer will endeavour to have the vacation schedule finalized and approved by March 1<sup>st</sup> of the current year. Once approved, the schedule will be posted on the appropriate boards and cannot be altered unless agreed by the Employer and the Employee affected. Choice of vacation time shall be made by seniority for the purpose of this article, any vacation requests after this time period will be honoured on a first come first serve basis and depending on the operational requirements of the Employer.

All vacation requests outside of the provisions of 19.01 will be answered in a timely manner by the employer.

**19.02** Casual employees shall be paid vacation pay in accordance with the provisions of the *Employment Standards Act*.

**19.03** An employee entitled to three (3) weeks of vacation or more may bank up to a maximum of five (5) vacation days. The banked vacation shall be taken in the next calendar year and shall be paid at the employee's regular hourly rate of pay when the vacation is taken. At no time shall an employee be permitted to have more than five (5) banked vacation credits standing to their account. The C.A.O. may approve additional carry over under special circumstances.

**19.04 Vacation Pay on Termination**

An employee terminating employment at any time in the vacation year, prior to using their vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation, prior to termination.

**19.05** In the event of the death of an employee, their Executors or Administrators shall be entitled to receive such vacation pay as may stand to their credit subject to the necessary tax releases being filed with the Administrator.

**19.06** An employee shall not accrue vacation entitlement during a period of personal unpaid leave of absence or layoff extending beyond twenty (20) working days or during a period when an employee is in receipt of Long-Term Disability benefits through the Employer's insurer. It is agreed, however, that an employee on pregnancy/parental leave who returns to their regular employment upon completion of such leave, shall be credited with the vacation entitlement he/she would have received had he/she worked the period of the leave.

**ARTICLE 20 – SICK LEAVE**

**20.01 Sick Leave**

Full time employees shall be entitled to sick leave credits at the rate of one (1) day for each month when actively employed. Total accumulation shall be twelve (12) days per year. The employee shall be credited annually with 100% of the unused portion of the sick leave days. Permanent part-time employees will also receive sick days on a prorated basis.

The accumulated sick leave credits in the bank shall not exceed one hundred and twenty (120) days.

The Employer shall keep a record of sick days taken and the deductions therefrom.

**Incentive:** An employee that has not used one (1) sick day in the last twelve (12) months will be entitled to an extra day off with pay.

## **20.02 Deduction from Sick Leave**

A deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays) absent for sick leave. Absence for less than a full day shall be charged against the employee's sick leave account on a hourly basis. It is generally understood employees will be encouraged to make health appointments at the beginning or end of shifts.

## **20.03 Proof of Illness**

- a) An employee may be required to produce a certificate from a duly qualified medical practitioner for any absence in excess of three (3) consecutive working days, certifying the employee's absence was due to illness.
- b) In the case of a prolonged illness, the Employer may require progress reports from time to time from the employee's physician certifying that the employee is unfit for work; the dates the employee is advised to remain off work; and, if possible, an expected return to work date. The Employer shall be responsible for payment for such information.

## **20.04 Sick Leave During Leave of Absence and Layoff**

When an employee is given leave of absence with pay for any reason, they shall receive sick leave credit for the period of such absence on their return to work. When an employee is laid off on account of lack of work, 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 layoff.

An employee who has used up all their sick leave credits and through illness is unable to return to work will be placed on leave of absence, during which period they will not receive pay, vacation service credits, holiday pay or sick leave credits or any clothing or safety footwear allowance but such employee shall continue to accumulate seniority. Such leave of absence shall be limited to a period of twenty-four (24) months. If the employee is unable to return to work upon expiration of the leave of absence, their employment shall be deemed terminated.

# **ARTICLE 21 – LEAVE OF ABSENCE**

## **21.01 Negotiation Pay Provisions**

A Committee member shall suffer no loss of earnings for time spent during their regular scheduled working hours in attending negotiation meetings with the Employer.

## **21.02 Grievance Pay Provisions**

A Committee member shall suffer no loss of earnings for time spent during their regular scheduled working hours in attending grievance meetings with the Employer up to, but not including arbitration.

## **21.03 Leave of Absence for Union Functions**

Employees elected or appointed to represent the Union at a conference, convention, or other Union business shall be granted leave of absence without loss of seniority and without pay, sufficient to attend the business for which leave is requested provided:

- i) Such leave is requested, in writing, by the Union not later than two (2) calendar weeks before such leave is required;
- ii) Such leave does not seriously reduce the efficiency of the department.

An employee granted a leave of absence for Union business under this article shall receive their normal pay for the period of leave of absence. The Employer will bill the Union for all wages provided the employee during the leave of absence. The Union shall reimburse the Employer within thirty (30) working days following receipt of the invoice.

## **21.04 Leave of Absence for Public Duties**

- a) An employee seeking election to public office (provincial or federal) shall be provided with a leave of absence subject to the following provisions:
  - i) Such leave of absence shall be without pay;
  - ii) The employee will provide a minimum of fifteen (15) working days' notice in writing prior to the commencement of leave;
  - iii) Leave will be allowed for a maximum period starting from the date the writ issued for provincial or federal elections to a date no later than five (5) working days following the release of official election results;
  - iv) The employee shall be entitled to return to the position held at the commencement of the leave;
  - v) The employee will retain bidding rights for internal job postings for the period of leave;
  - vi) The employee shall continue to accumulate seniority and service credits during the period of leave;
  - vii) The employee's participation in the Employer's employee group benefit plans shall be continued during the period of leave.
  
- b) It is understood and agreed that if elected, the employee upon written application shall be granted an extension of the leave of absence for a period of up to one year. The following conditions shall apply to this period of extension:

- i) Such leave of absence shall be without pay;
- ii) The employee shall have the option of continuing participation in the Employer's employee group benefit plans (except Long Term Disability) during the period of leave of absence by paying 100% of premium contributions payable monthly in advance;
- iii) The employee shall be entitled to return to the position held at the commencement of the leave. If such position is no longer available, the employee shall be placed in a comparable position at a comparable rate of pay;
- iv) The employee will retain bidding rights for internal job postings for the period of leave on provision that the employee must be available for work when required by the Employer;
- v) The employee shall continue to accumulate seniority but shall not accumulate any service credits during such period of leave;
- vi) If the employee does not return to work upon expiration of the one-year extension of leave, it is agreed that their employment shall be terminated.

#### **21.05 Paid Bereavement Leave**

- a) An employee shall be granted a minimum of five (5) regularly scheduled workdays, without loss of pay or benefits, in the case of death of the employee's spouse, child, stepchild, grandchild, parent, step-parent, parent-in law, brother, sister however, there may be exceptional situations for other relatives.
- b) An employee shall be granted a minimum of three (3) regularly scheduled workdays leave, without loss of pay or benefits, in the case of death of the employee's: grandparent, sister-in-law, brother-in-law, great grandparent, spouse's grandparent, former guardian, ward and fiancé.
- c) In addition, an employee shall be granted a minimum of one (1) regularly scheduled workday, without loss of pay or benefits in the case of the death of an aunt or uncle.

#### **21.06 Elected/Selected for Full-time Union Position:**

An employee who is elected or selected for a full-time position with the Union shall be granted leave of absence for a maximum of two (2) years subject to the following conditions:

- a) The employee shall continue to receive their regular pay for the period of leave of absence, and the employee's participation in the employee group benefits plans described in Article 24 shall also be continued. The Employer will invoice the Union for all wages and benefits provided the employee during the leave of absence. The Union shall reimburse the Employer within thirty (30) working days following receipt of such invoice.

- b) The employee will provide a minimum of four (4) weeks' notice in writing prior to the commencement of the leave.
- c) The employee shall be entitled to return to the position held at the commencement of the leave. If such position is no longer available, the employee shall be placed in a comparable position at a comparable rate of pay.
- d) The employee will retain bidding rights for internal job postings for the period of leave on provision that the employee must be available for work when required by the Employer.
- e) The employee shall continue to accumulate seniority but shall not accumulate any service credits during such period of leave.
- f) If requested in writing by the employee, such leave of absence may be extended beyond the two (2) year period at the discretion of the Employer.

#### **21.07 Protection During Pregnancy**

Pregnancy leave shall be considered as a right. Accordingly, no employee shall be laid off or otherwise adversely affected in her employment because of pregnancy. The Employer shall not deny the pregnant employee the right to continue employment during the period of pregnancy. Where working conditions may be hazardous to an unborn child or to the pregnant employee, the employee may request a transfer to another position, and such request shall not be unreasonably denied.

#### **21.08 Seniority Status During Pregnancy and Parental Leave**

While on pregnancy and parental leave as set out in the Employment Standards Act, an employee shall retain their full employment status and rights and shall accumulate all benefits under this Collective Agreement.

#### **21.09 Procedure Upon Return from Pregnancy and Parental Leave**

When an employee decides to return to work, after pregnancy and parental leave, he/she shall provide the Employer with at least two weeks' notice. On return from pregnancy and parental leave, the employee shall be placed at least in their former position. If the former position no longer exists, he/she shall be placed in a position in their department of equal rank and value at the same rate of pay.

#### **21.10 Time Off for Elections**

An employee shall be provided with three (3) consecutive hours for the purpose of voting in a federal, provincial or municipal election or referendum. Such additional time shall be given at the convenience of the Employer as may be necessary to provide for such hours while the polls are open. An employee shall suffer no loss of pay for such absence.

### **21.11 Paid Jury or Court Witness Duty Leave**

The Employer shall pay an employee who is required to serve as a Juror or witness under subpoena the difference between their normal earnings and the payment they receive for such service, excluding payments for travel, meals, or other expenses. The employee shall provide the Employer with proof of service and the amount of pay received.

Time spent by an employee who is required to appear before any government body, or is required to serve as a court witness, in any matter arising out of their employment shall be considered as time worked at the appropriate rate of pay.

### **21.12 Citizenship Leave**

An employee shall be allowed the necessary time off with pay to process their Canadian citizenship application.

### **21.13 Education Leave and Examinations**

If required by the Employer, an employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade their employment qualifications.

Where employees are required by the Employer to take courses to upgrade or acquire new employment qualifications, the Employer shall pay the full costs associated with the courses.

Subject to operational requirements, the Employer will make every reasonable effort to grant requests for necessary changes to an employee's schedule to enable attendance at approved conferences and/or recognized upgrading course or seminar related to employment with the Employer.

### **21.14 General Leave**

- a) The Employer may grant a request for leave of absence, without pay, for legitimate personal reasons provided that it receives reasonable notice, in writing and provided that such leave does not, in the opinion of the Employer, interfere with the efficiency of its operations. An employee shall apply in writing for such leave and shall indicate the proposed date of departure, the reason for the leave, and the date of return to work. At the employee's request, confidential written notices will be sealed in the employee's file.
- b) Any leave of absence granted by the Employer shall be confirmed in writing and shall set out the length of leave granted, the purpose of the leave and the terms on which such leave is granted.

**21.15** An employee on approved unpaid leave of absence for a period in excess of four (4) weeks duration, may continue coverage under the Employer's Employee Benefits Plan, as set out in Article 24 to this Agreement, by paying 100% of the premium costs for coverage during the leave of absence. Where an employee elects to continue such coverage, payment for the full premium costs shall be made to the Employer no later than the first working day of each month, otherwise coverage will be terminated until such time as the employee returns to work.

## **ARTICLE 22- PAYMENT OF WAGES AND ALLOWANCES**

### **22.01 Pay Days**

The Employer shall pay salaries and wages bi-weekly for all employees. On each payday, each employee shall be provided with an itemized statement of their wages, overtime, and other supplementary pay and deductions.

### **22.02 Rate of Pay on Promotion or Reclassification**

An employee assigned, promoted, or reclassified in accordance with this Collective Agreement to a higher paying position carrying a single rate of pay shall receive the rate of pay and benefits for that position for the time he/she performs that job.

### **22.03 Pay on Temporary Transfer, Higher Rated Job or Lateral**

- a) When an employee temporarily relieves in or performs the principal duties of a higher paying position at a flat rate of pay, they shall receive the rate of pay for the job. In order for the employee to be compensated at the higher classification rate of pay, the employee must be requested by management to "relieve up". The absence in the workplace of a higher rated employee does not entitle any other employee to "relieve up" and receive a higher rate of pay, unless the employee has management's permission.
- b) After temporary assignment in a higher classification for twelve (12) months consecutive, an employee shall be reclassified into that position permanently.

### **22.04 Pay on Transfer, Lower Rated Job**

When an employee is assigned in accordance with the terms of this Collective Agreement to a position paying a lower rate, their rate shall not be reduced.

### **22.05 Automobile Allowance**

An employee authorized to use their personal vehicle in the performance of their duties shall receive an allowance of sixty cents (60¢) per kilometre for all travel outside of the municipal boundaries, with a minimum of five dollars (\$5.00) for each round-trip.

## **22.06 On-call Provision**

Each employee will receive thirty-five dollars (\$35.00) per day for each day of being on-call.

When a Public Works employee is advised by their immediate supervisor or designate, that they are "on call" that is, immediately available by telephone contact, radio or paging device, they shall be paid straight time wages in accordance with the following schedule:

All hours actually worked by an "on call" employee shall be paid at the overtime rate as per Article 17 of this Agreement, with a minimum of three (3) hours for each call-out.

The Employer agrees to provide at its expense a mobile telephone radio or paging device to the employee "on call".

If called to work, an employee shall be required to do only such emergency work as called for, or other emergency work that shall develop.

## **22.07 Professional Fees and Licenses**

The Employer shall pay professional fees for an employee who, as a condition of employment, is required to be a member of a professional association. The Employer also agrees to reimburse an employee for the cost of the medical required by the Ministry of Transportation for purposes of the employee renewing their Class DZ or AZ drivers' designation.

## **Article 23 – EMPLOYEE PENSION PLAN**

### **23.01 Pension Plan**

- a) All full-time employees shall, as a condition of employment, participate in the Ontario Municipal Employees Retirement System (OMERS) pension plan. The employees and Employer shall make contributions in accordance with the provision of the Plan.
- b) Notwithstanding the provisions of Article 23.01 (a), those employees who elected not to participate in the OMERS Plan at the time the municipality enrolled as a member shall not be required to join the Plan. The Employer shall make a contribution to a Registered Retirement Savings Plan designated by the employee in an amount equal to the contribution the Employer would make to OMERS, if the employee was participating in the OMERS Plan.
- c) Other classifications of employees meeting OMERS eligibility requirements shall be provided with the option of participating in the plan.

- d) Active members in OMERS may continue until the employee retires or the end of the month in which the member reaches age 71, if earlier. At age 71, all contributions to the OMERS plan shall cease and a pension shall be paid to the employee as per OMERS regulations.

## **ARTICLE 24 – EMPLOYEE BENEFIT PLANS**

### **24.01 Employer Contributions to Hospital, Medical and Dental Insurance**

The Employer shall pay the full cost of the following plans:

- 1) Group Life Insurance Plan under which the employee will be insured to the extent of two times (2X) the employee's basic annual earnings to a maximum of 100,000.00; spouse \$10,000.00; dependent \$5,000.00.
- 2) 100 % of a major medical plan including semi-private coverage and hearing aid allowance.
- 3) 100% of a dental plan based on current ODA Schedule as it may change from time to time.
- 4) 100 % of a vision plan \$400/24 months (including prescribed sunglasses).
- 5) 100% of LTD – 60% of gross wages to a maximum of \$5000 per month –until the age of 65.
- 6) 100% of AD & D.

### **24.02 Continuation of Benefits During Work Stoppage**

In the event of a legal work stoppage and with the agreement of the Township insurer, the Employer agrees to maintain all insurance on behalf of all employees. The Union agrees to reimburse benefits as set out in Article 24.01 to the Agreement, to the Employer within thirty (30) working days of receipt of such invoices.

### **24.03 Workplace Safety & Insurance Act**

The *Workplace Safety and Insurance Act* shall cover all employees.

### **24.04 Continuation of Rights and Benefits**

An employee receiving temporary or permanent disability benefits from the Long-Term Disability Plan or the Workplace Safety and Insurance Board in consideration of an illness or injury sustained while employed by the Employer shall have right to reclaim the job being performed at the onset of disability or, if this job is no longer available, a comparable job at a comparable rate of pay. Such employee shall also be entitled to have

their participation continued in the Employee Group Benefit Plans, as described in Article 24 hereto. An employee's entitlement to the privileges set forth in this article shall be limited to a period of twenty-four (24) months from the onset of disability. Should the employee be unable to resume their regular duties prior to the expiration of the twenty-four (24) month period, they shall lose all seniority rights and shall not be eligible for any benefits conferred under this Agreement.

#### **24.05 Return to Work**

Notwithstanding Article 24.04 above, the parties acknowledge their mutual obligation not to discriminate against any person with a "disability", as defined in the Ontario Human Rights Code, as amended.

**24.06** The Employer shall retain the right to determine the carrier of the benefits specified in clause 24.01 provided there shall be no reduction in benefits unless mutually agreed to in writing. All refunds, reductions of premiums, dividends, relating to contributions made by the Employer shall become and remain the sole property of the Employer.

**24.07** An employee in receipt of Long-Term Disability benefits through the Employer's insurer shall be considered on leave of absence, without pay. During such period, an employee will not receive vacation credits, statutory holiday pay, sick leave credits, or footwear allowance. Such leave shall be for a maximum period of twenty-four (24) months.

### **ARTICLE 25 – HEALTH AND SAFETY**

#### **25.01 a) Cooperation on Safety**

The Union and the Employer shall cooperate in continuing and improving regulations, which will afford protection to employees engaged in the performance of their work. Both parties shall cooperate and comply with all federal, provincial and municipal health and safety legislation and regulations.

#### **b) Health and Safety Committee**

A Health and Safety Committee shall be established comprised of one (1) representative of the Union and one (1) representative for the Employer. This Committee shall meet periodically (no less than once every three (3) months) to review any safety and health matters that may arise.

#### **c) Regulations and Policies**

All employees hired by the Employer are subject to the "Safety Induction Policies". These policies will be reviewed with the employee by the Health and Safety Representative within the first two (2) weeks of employment, and annually thereafter. Municipal and Provincial safety policies and regulations must be adhered to by all employees, at all times.

- d) First Aid kits and fire extinguishers shall be provided by the Employer, as required. An employee shall immediately report their use to the Employer. The Employer will ensure that the First Aid kit is replenished immediately after use and that fire extinguishers are recharged immediately after use. The Employer shall ensure that all fire extinguishers are tested annually.
- e) All employees are required to wear protective apparel where determined necessary by the Employer and any applicable legislation.

#### **25.02 Health and Safety Clothing**

Essential and necessary tools, safety equipment and protective clothing shall be provided as required. The Employer will provide rain suits, rain hats and gloves for employees as required and will replace worn out suits. Upon return of worn-out apparel, the Employer shall replace such items.

**25.03** The Health and Safety Representative shall conduct a physical inspection of a part of the workplace each month, provided that the entire workplace is inspected each year.

#### **25.04 CPR Training**

The Employer will make available to a sufficient number of employees (one from inside and one from outside) the opportunity to attend a properly accredited Cardio Pulmonary Resuscitation (CPR) Course. Time spent attending this course will be considered as time worked, and the Employer will assume all costs, if any, of this course.

**25.05** The Employer agrees to maintain its inoculation of employees who regularly work on refuse collection, sewage and disposal, animal control and operations where there is similar exposure to disease.

### **ARTICLE 26 – TECHNOLOGICAL CHANGE**

**26.01** The Union and affected employee shall be given sixty (60) working days' notice when the Employer, by reason of technological change, is unable to continue to provide work for the employee in their current position or is unable to provide alternate work at a comparable rate of pay in a comparable class of work. Within twenty (20) working days of receipt of such notice, the affected employee shall elect one of the following options:

- a) Accepting severance pay on the basis of one (1) week's pay, at their regular rate for the position last occupied, for each year of employment with the Employer. It is agreed that election of this option will be deemed to be a termination of the employee's employment with the Employer and a forfeiture of all bargaining unit rights, including the right to grieve such termination; or

- b) Foregoing the severance pay described above and electing instead to bump a less senior employee pursuant to the provisions set out in Article 15 of this Agreement.

## **ARTICLE 27 – JOB SECURITY**

### **27.01 Restrictions on Contracting-out**

It is agreed that none of the work assigned to and performed by members of the bargaining unit shall be contracted out to others if such contracted out would result in a decrease of the members of the bargaining unit.

**27.02** At the Employer's discretion, when an employee's regular duties cannot be performed by reason of inclement weather, the Employer shall provide alternate work indoor for outside crews. If alternate work is not available, the guaranteed pay clause shall take effect or at the employee's request, clause 17.03 can be in effect.

**27.03** If an employee is unable to perform their regular duties as outlined in the relevant job description, and no other work is available, the Employer will offer to the employee the option to take some time off and record the time off as vacation used or accumulated overtime as approved by their supervisor.

## **ARTICLE 28 – UNIFORM AND CLOTHING ALLOWANCE**

### **28.01 Boots & Clothing**

- a) All clothing purchased through this clause shall be Bonfield Branded at the sole discretion and cost of the Employer.
- b) All permanent Full-time Public Works employees and Building Officials will receive the following in January of each year and on an annual basis:
  - i. Maximum of three hundred and fifty dollars (\$350) per calendar year (with receipts) for work clothing to be used within that calendar year.
  - ii. Maximum of two hundred dollars (\$200) per calendar year for CSA work boots.
- c) Part-time, Casuals:
  - i. Maximum of one hundred and fifty dollars (\$150) per calendar year (with receipts) for work clothing to be used within that calendar year.
  - ii. Maximum of one hundred dollars (\$100) per calendar years for CSA work boots.

d) Administrative employees will receive:

Maximum of two hundred and fifty dollars (\$250) per calendar year (with receipts) for shirts and pants to be used within the calendar year.

Note: Parties agree to discuss the clothing allowances further at LMM, in regard to types of shirts, pants, supplier, etc., with the idea of having some of the clothing being branded with the Bonfield logo at the Employer's expense.

## **ARTICLE 29 – GENERAL CONDITIONS**

### **29.01 Proper Accommodation**

The Employer will continue to provide suitable accommodation for employees to have their meals and to store and change their clothes.

### **29.02 Bulletin Boards**

The Employer shall provide a bulletin board in each permanent work location for the posting of Union notices and information for employees. Notices shall be submitted to the Employer for approval before being posted. Such approval shall not be unreasonably withheld.

### **29.03 Communication to Members**

The Union will be allowed to hold meetings on the Employer's premises after regular working hours provided permission for such meeting is obtained in advance from the Employer.

### **29.04 No Strikes or Lockouts**

There shall be no strikes or lockouts while this Agreement continues to operate. The words "strike" or "lockout" shall have the meaning attributed to them in the Ontario Labour Relations Act.

## **ARTICLE 30 - PRESENT CONDITIONS AND BENEFITS**

### **30.01 Present Conditions to Continue**

All rights, benefits, privileges, customs, practices and working conditions which employees now enjoy, receive, or possess shall continue, insofar as they are consistent with this Agreement, unless modified by mutual agreement between the Employer and the Union.

**30.02** All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted, or proclamation or regulation shall invalidate or disallow any portion of this Agreement, the entire Agreement shall not be invalidated, and the existing rights, privileges and obligations of the parties shall remain in existence. In such an event, this Agreement shall be reopened for negotiation. If there is no agreement between the parties on this issue, the matter shall be resolved by arbitration.

### **30.03 Amalgamation, Regionalization and Merger Protection**

In the event the Employer merges or amalgamates with any other body, the Employer will attempt to ensure that:

- a) Employees shall be credited with all seniority rights with the new employer,
- b) All service credits relating to vacation with pay, sick leave credits and other benefits shall be recognized by the new employer.

## **ARTICLE 31 – COPIES OF AGREEMENT**

### **31.01 Copies of Agreement**

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and their rights and obligations under it. For this reason, the Employer shall print, at their own costs, sufficient copies of the Agreement.

## **ARTICLE 32 – GENERAL**

### **32.01 No Pyramiding**

There shall be no pyramiding under the terms of this Agreement and under no circumstances will more than one status apply per article.

**32.02** For Pay Equity purposes, the parties will meet during the month of October of each year, unless otherwise agreed for the purposes of reviewing Pay Equity.

## **ARTICLE 33- TERM OF AGREEMENT**

### **33.01 Duration**

This Agreement shall be binding and remain in force from January 1, 2024 to December 31, 2027, and shall continue from year to year thereafter, unless in any year not more than ninety (90) days before the date of its termination, either party shall furnish the other with notice of its desire to terminate or amend this Agreement.

**ANY MUTUALLY AGREED CHANGES TO THIS COLLECTIVE AGREEMENT SHALL FORM PART OF THIS COLLECTIVE AGREEMENT AND ARE SUBJECT TO THE GRIEVANCE AND ARBITRATION PROCEDURE.**

SIGNED ELECTRONICALLY ON THIS 20<sup>th</sup> DAY OF AUGUST, 2024.

For the Township of Bonfield

*Nicky Kunkel*  
Nicky Kunkel (Aug 20, 2024 20:19 EDT)

---

Narry Paquette

---

---

---

For CUPE Local 4616-02

*[Signature]*  
Shawn Jodouin (Aug 20, 2024 12:17 EDT)

---

*[Signature]*

---

---

---

**SCHEDULE "A" – WAGE AND SALARY SCALE**

<b>BAND</b>	<b>CLASSIFICATION</b>	<b>2024 5%</b>	<b>2025 4%</b>	<b>2026 3%</b>	<b>2027 3%</b>
1	Outdoor Rink Staff	\$21.11	\$21.95	\$22.61	\$23.29
2	General Labourer	\$22.21	\$23.10	\$23.79	\$24.50
3	Animal Control/Livestock Evaluator/Labourer	\$26.06	\$27.10	\$27.92	\$28.75
3	Administrative Assistant/Custodian	\$26.06	\$27.10	\$27.92	\$28.75
3	Equipment Operator Class 2	\$27.06	\$28.14	\$28.99	\$29.86
3	Municipal Administrative Assistant	\$26.06	\$27.10	\$27.92	\$28.75
3	Public Works Administrative Assistant	\$26.06	\$27.10	\$27.92	\$28.75
3	Fleet Co-Ordinator	\$27.06	\$28.14	\$28.99	\$29.86
4	Deputy Clerk-Treasurer	\$29.22	\$30.39	\$31.30	\$32.24
4	Equipment Operator Class 1	\$27.79	\$28.91	\$29.77	\$30.67
5	Community Emergency Management Coordinator	\$28.50	\$29.64	\$30.53	\$31.45
5	Deputy Chief Building Official/Building Inspector	\$36.83	\$38.31	\$39.46	\$40.64
5	Lead Hand Public Works	\$30.95	\$32.18	\$33.15	\$34.14
5	Planning Administrator	\$28.50	\$29.64	\$30.53	\$31.45
6	Licensed Mechanic	\$34.41	\$35.78	\$36.86	\$37.96
7					
8	Chief Building Official	\$38.04	\$39.56	\$40.75	\$41.97

Market value wage adjustment in the first year of \$1.00/hr for the Lead Hand and Operator 2 classifications. Market value wage adjustment for the Deputy Clerk-Treasurer in the first year of \$0.50/hr. Market value wage adjustment of \$1.35 /hr in the first year for the CEMC classification.

Probationary rate shall be \$1.00/hr less per hour than the classification rate for the duration of the probationary period (six months).

**SCHEDULE “B” – WORK SCHEDULE**

RE: Winter Work Schedule – Public Works

**Job Classification Codes:**

- LHO Lead Hand and Equipment Operator
- FEO Full-Time Equipment Operator – Class 1 & 2 – not lead hand CEO Casual Equipment Operator
- OC On Call
- NOC Not on Call

**TWO-WEEK SCHEDULE**

JOB	MON	TUE	WED	THUR	FRI	SAT	SUN	MON	TUE	WED	THUR	FRI	SAT	SUN
LHO	8	8	8	8	NOC	NOC	NOC	8	8	8	8	8	8	1
FEO	8	8	8	8	NOC	NOC	NOC	8	8	8	8	8	8	IN
FEO	8	8	8	8	8	8	NOC	8	8	8	8	NOC	NOC	N
CEO1	OC	OC	OC	OC	OC	OC	OC	NOC	NOC	NOC	NOC	NOC	NOC	IS
CEO2	OC	OC	OC	OC	OC	OC	OC	NOC	NOC	NOC	NOC	NOC	NOC	IS
CEO3	NOC	NOC	NOC	NOC	NOC	NOC	NOC	OC	OC	OC	OC	OC	OC	OC
CEO4	NOC	NOC	NOC	NOC	NOC	NOC	NOC	OC	OC	OC	OC	OC	OC	OC

This schedule to start on November 15<sup>th</sup> and end on March 31<sup>st</sup> of each year.

Two casual Equipment Operators will be available at any time and will be scheduled on-call as per above schedule between Monday 3:30 p.m. to Monday 7:00 a.m. As per the above schedule, it is further understood that the scheduled Casual Equipment Operators will be paid \$1.00 per for a maximum of 16 hours from Monday to Saturday and \$1.00 per hour for a maximum of 24 hours for Sunday are statutory holidays.

In case of emergency the DPW or their alternate may call employees on their days off. When called in, employees must report within one hour and reply time will be 10 minutes.

The Employer will supply the Casual Equipment Operators with a cell phone.

Full-time Equipment Operators will not be scheduled on-call but will be scheduled regular hours between 7:00 a.m. and 3:30 p.m., Monday to Friday. However, if called to work before 7:00 a.m. and/or after 3:30 p.m., a full-time Public Works employee shall be compensated at time and a half the employee’s regular hourly rate until 7:00 a.m. after which the employee will be paid their regular straight time hourly rate until 3:30 p.m. In such instances the Employer reserves the right to schedule such employee off work once the employee has worked the equivalent of a total of 8 hours. It is further understood that a regular full-time Equipment Operator shall not be able to refuse to come to work when called in between 4:00 a.m. and 7:00 a.m. during their regular scheduled days. It is understood that full-time Equipment Operators and the Lead Hand shall be scheduled one weekend per month to be available in the event that a third plow is needed and is without the on-call premium compensation.



**LETTER OF UNDERSTANDING**

Between

The Corporation of the Township of Bonfield

and

Canadian Union of Public Employees and its Local 4616-02

**RE: Optional Life Insurance Plan**

The Employer agrees to make available an Optional Life Insurance Plan providing benefits in units of \$10,000 to a maximum of \$100,000, subject to the following conditions:

- a) A minimum of 50% of eligible employees must agree to participate in the plan;
- b) Employees participating in the plan pay 100% of the premium costs of the plan through payroll deductions.

SIGNED ELECTRONICALLY ON THIS 20<sup>th</sup> DAY OF AUGUST, 2024.

For the Township of Bonfield

Nicky Kunkel  
Nicky Kunkel (Aug 20, 2024 20:19 EDT)

Narry Paquette  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For CUPE Local 4616-02

Shawn Jodouin  
Shawn Jodouin (Aug 20, 2024 12:17 EDT)

Bob McLeod  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**LETTER OF UNDERSTANDING**

between

The Corporation of the Township of Bonfield

and

Canadian Union of Public Employees and Its Local 4616-02

**RE: Fleet Coordinator**

Whereas, the Employer has put the Union on notice during negotiations that Mr. Russel Browne who occasionally fills the mechanic's position is not licensed and they intend to hire a licensed mechanic in the future.

Therefore, the Parties agree that Mr. Russel Browne is to be reclassified to a newly created position of Fleet Co-Ordinator at the Equipment Operator Class 2 rate of pay.

SIGNED ELECTRONICALLY ON THIS 20<sup>th</sup> DAY OF AUGUST, 2024.

For the Township of Bonfield

*Nicky Kunkel*  
\_\_\_\_\_  
Nicky Kunkel (Aug 20, 2024 20:19 EDT)

Narry Paquette  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For CUPE Local 4616-02

*Shawn Jodouin*  
\_\_\_\_\_  
Shawn Jodouin (Aug 20, 2024 12:17 EDT)

*Bob...*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**LETTER OF UNDERSTANDING**

between

The Corporation of the Township of Bonfield

and

Canadian Union of Public Employees and Its Local 4616-02

**RE: Recreation Special Events**

Whereas the Parties agree that the Administrative Assistant assigned to the Recreation Committee may be needed to assist in preparations and attend the following special events if requested by the Employer:

- Family Day
- Canada Day
- Civic Holiday
- Labour Day
- Santa Clause event

Therefore, notwithstanding article 16.04, 17.13, the Employer may schedule a total of up to eight (8) hours of time spent at these events as time off in the pay period. The Employer shall make every effort to allow at least two (2) consecutive days off in the period with the employee given the option of scheduling such days.

SIGNED ELECTRONICALLY ON THIS 20<sup>th</sup> DAY OF AUGUST, 2024.

For the Township of Bonfield

For CUPE Local 4616-02

Nicky Kunkel  
Nicky Kunkel (Aug 20, 2024 20:19 EDT)

Shawn Jodouin  
Shawn Jodouin (Aug 20, 2024 12:17 EDT)

Narry Paquette

[Signature]

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**LETTER OF UNDERSTANDING**

between

The Corporation of the Township of Bonfield

and

Canadian Union of Public Employees and Its Local 4616-02

**RE: Mr. Michael Pilon – Chief Building Official**

1. The Union and the Employer agree that the wage rate for the position of Chief Building Official will be as set out in the wage grid (Schedule "A"), which is \$ 38.04 per hour for 2024.
2. Despite the above-referenced wage rates, the Union and the Employer agree that the wage rate for the current Chief Building Official, Michael Pilon, will be \$40.00 per hour in 2024, with a \$0.75 increase in 2025 and a 3% increase in 2027 per the Agreement.
3. The hours of work for Mr. Pilon will be 8:30 a.m. to 4:30 p.m. Monday to Friday.
4. Mr. Pilon will receive one week's vacation in 2024 after a successful probationary period.
5. If during the life of this Agreement, Michael Pilon is no longer the Chief Building Official, and there is a new Chief Building Official, then the new Chief Building Official will receive the wage rate in Schedule "A" of the Collective Agreement .

SIGNED ELECTRONICALLY ON THIS 20<sup>th</sup> DAY OF AUGUST, 2024.

For the Township of Bonfield

*Nicky Kunkel*

Nicky Kunkel (Aug 20, 2024 20:19 EDT)

Narry Paquette

For CUPE Local 4616-02

*Shawn Jodouin*

Shawn Jodouin (Aug 20, 2024 12:17 EDT)

*Shawn Jodouin*

**LETTER OF UNDERSTANDING**

between

The Corporation of the Township of Bonfield

and

Canadian Union of Public Employees and Its Local 4616-02

**RE: Ms. Ann Carr – Planning Administrator**

1. The Union and the Employer agree that the wage rate for the position of Planning Administrator shall be twenty-eight dollars and fifty cents (\$28.50) per hour for 2024.
2. Despite the above-referenced wage rates, the Union and the Employer agree that the wage rate for the current Planning Administrator, Ann Carr is \$33.15 per hour.
3. Ms. Carr shall receive the negotiated percentage increases based on the job rate and therefore will be red circled at \$33.15 until such time as the job rate for Planning Administrator exceeds \$33.15.
4. Ms. Carr shall continue to receive four weeks' vacation until they have completed fifteen years of service. Vacation entitlement shall then follow the vacation schedule in the C.A.
5. If during the life of this Agreement Ann Carr is no longer the Planning Administrator, and there is a new Planning Administrator, then the new Planning Administrator will receive the wage rate referred to in Schedule A of the Collective Agreement.


SIGNED ELECTRONICALLY ON THIS 20<sup>th</sup> DAY OF AUGUST, 2024.

For the Township of Bonfield

*Nicky Kunkel*  
Nicky Kunkel (Aug 20, 2024 20:19 EDT)

Narry Paquette

For CUPE Local 4616-02

  
Shawn Jodouin (Aug 20, 2024 12:17 EDT)



**Signature:** Narry Paquette  
Narry Paquette (Aug 20, 2024 14:18 EDT)

**Email:** npaquette@bonfieldtownship.com