



**COLLECTIVE AGREEMENT**

**between**

**The Corporation of the Municipality of Port Hope  
(hereinafter known as the “Employer”)**

**and**

**The Canadian Union of Public Employees  
and its Local 749-02 (Parks and Recreation)  
(hereinafter known as the “Union”)**

**TERM: August 25, 2021 - September 1, 2026**



## TABLE OF CONTENTS

<b>ARTICLE 1 - PREAMBLE .....</b>	<b>3</b>
<b>ARTICLE 2 - RECOGNITION .....</b>	<b>3</b>
<b>ARTICLE 3 - DEFINITIONS .....</b>	<b>4</b>
<b>ARTICLE 4 - NO DISCRIMINATION .....</b>	<b>5</b>
<b>ARTICLE 5 - EMPLOYER RIGHTS .....</b>	<b>5</b>
<b>ARTICLE 6 - CORRESPONDENCE .....</b>	<b>5</b>
<b>ARTICLE 7 - UNION SECURITY .....</b>	<b>5</b>
<b>ARTICLE 8 - NO STRIKES OR LOCKOUTS .....</b>	<b>6</b>
<b>ARTICLE 9 - UNION REPRESENTATION .....</b>	<b>6</b>
<b>ARTICLE 10 - SENIORITY .....</b>	<b>7</b>
10.08 Layoff and Recall - Seasonal.....	10
10.11 Acting Assignment outside the Bargaining Unit.....	10
10.12 Acting Assignment within the bargaining unit .....	11
<b>ARTICLE 11 - JOB VACANCIES .....</b>	<b>11</b>
<b>ARTICLE 12 - DISCIPLINE .....</b>	<b>13</b>
<b>ARTICLE 13 - COMPLAINT/GRIEVANCE PROCEDURE.....</b>	<b>13</b>
13.01 Complaint Procedure.....	13
13.02 Grievance Procedure .....	13
<b>ARTICLE 14 -ARBITRATION .....</b>	<b>15</b>
14.01 Mediation.....	15
14.02 Arbitration .....	16
<b>ARTICLE 15 - PENSION AND RETIREMENT .....</b>	<b>16</b>
<b>ARTICLE 16 – HOURS OF WORK/OVERTIME .....</b>	<b>17</b>
16.01 Permanent Employees .....	17
16.02 Winter Shift.....	17
16.04 Posting of Schedules.....	17
16.05 Permanent Employees .....	18
16.06 Summer Schedule.....	18
16.07 Seasonal Employees.....	18
16.08 Posting of Schedules.....	18
16.10 Ice Operations Schedule .....	19
16.11 Posting of schedules .....	19

16.14	Work Schedule Adjustments .....	19
<b>ARTICLE 17 – GENERAL HOLIDAYS.....</b>		<b>21</b>
<b>ARTICLE 18 - VACATIONS .....</b>		<b>22</b>
<b>ARTICLE 19 – SHORT-TERM DISABILITY AND LONG-TERM DISABILITY.....</b>		<b>26</b>
19.01	Unable to Report to Work Due to Illness .....	26
<b>ARTICLE 20 – LEAVE OF ABSENCE .....</b>		<b>29</b>
20.08	Pregnancy and Parental Leave .....	30
20.09	Parental Leave .....	31
<b>ARTICLE 21 - WSIB .....</b>		<b>31</b>
<b>ARTICLE 22 - JOB CLASSIFICATION AND RATE OF PAY .....</b>		<b>32</b>
<b>ARTICLE 23 - SAFETY .....</b>		<b>32</b>
<b>ARTICLE 24 – HOSPITAL, MEDICAL, DENTAL, VISION, LIFE INSURANCE AND DISABILITY BENEFITS.....</b>		<b>33</b>
<b>ARTICLE 25 - COPIES OF AGREEMENT .....</b>		<b>35</b>
<b>ARTICLE 26 - GENERAL PROVISIONS.....</b>		<b>35</b>
<b>ARTICLE 27 - CONTRACTING OUT.....</b>		<b>36</b>
<b>ARTICLE 28 – WORK OF THE BARGAINING UNIT .....</b>		<b>37</b>
<b>ARTICLE 29 – LONG SERVICE PAY .....</b>		<b>37</b>
29.03	Definition of Active.....	37
<b>ARTICLE 30 - AMALGAMATION, REGIONALIZATION AND MERGER PROTECTION ..</b>		<b>37</b>
<b>ARTICLE 31 - STANDBY .....</b>		<b>38</b>
<b>ARTICLE 32 – COST OF LIVING ALLOWANCE ("COLA").....</b>		<b>39</b>
<b>ARTICLE 33 – TERMS OF AGREEMENT .....</b>		<b>40</b>
<b>SCHEDULE A – WAGES/COMPENSATION .....</b>		<b>41</b>
<b>PAY EQUITY PLAN.....</b>		<b>42</b>
<b>LETTER OF UNDERSTANDING RE: HEAT AND COLD EXPOSURE .....</b>		<b>44</b>
<b>LETTER OF UNDERSTANDING – TRIAL OF 10 HOUR SHIFTS .....</b>		<b>45</b>
RE: TEN (10) HOUR SHIFTS- EFFECTIVE DATES AND HOURS OF WORK.....		45
<b>LETTER OF UNDERSTANDING RE: CONFIRMATION OF EMPLOYEE'S SENIORITY.</b>		<b>47</b>

## ARTICLE 1 - PREAMBLE

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

To maintain the existing harmonious relations and settled conditions of employment between the Employer and the Union;

- a) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work and scale of wages, etc;
- b) To encourage efficiency in operation; and
- c) To promote the morale, well-being and security of all Employees in the bargaining unit of the Union.

1.02 **AND WHEREAS** it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the Employees be drawn up in an agreement.

## ARTICLE 2 - RECOGNITION

2.01 The Employer recognizes the Canadian Union of Public Employees, Local 749.02 as the exclusive bargaining agent for all the employees of the Corporation of the Municipality of Port Hope in the Department of Parks, Recreation and Culture. save and except all department part-time employees (working less than thirty-five (35) hours), students, foremen and supervisors, and anyone above the rank of foreman and/or supervisor, and save and except employees employed in the Recreation and Culture divisions.

2.02 'Employee' shall refer to an individual hired into a permanent or seasonal position covered by this Collective Agreement. as listed in Schedule A who has successfully completed the probationary period and who is not a Temporary Employee. As such the said Employee is afforded the rights, privileges and/or entitlements defined in this Collective Agreement.

**NOTE:** For greater certainty, the reference to Employee throughout the Collective Agreement shall refer to both the 'Permanent Employee' and the 'Seasonal Employee' who are not Probationary or Temporary Employees. Where the terms of the Collective Agreement differ for the position type, the use of 'Permanent Employee' or 'Seasonal Employee' will indicate the positions to which the term(s) apply.

2.03 a) 'Probationary' Employee' shall refer to an individual hired into a position covered by this Collective Agreement. as listed in Schedule A and who has served less than six (6) months of service for a permanent employee or less than one-thousand and forty (1040) hours of aggregate service for a seasonal employee (so deemed the probationary period) with the Employer.

During the probationary period, the termination of a Probationary Employee shall be at the sole discretion of the Employer. Further, it is understood that the labour arbitration doctrine of "just cause" does not apply in the termination of a Probationary Employee. The probationary period may be extended by mutual agreement of the Employer and the Union.

As such, the Probationary Employee shall not be afforded the rights, privileges and/or entitlements defined in this Collective Agreement, except as noted and shall not be included in the reference to 'Employee' throughout this Agreement.

- b) Upon successful completion of the probationary period, the Probationary Employee shall be recognized as an 'Employee'.
  - c) For the sake of greater clarity, it is understood that an employee will only serve one (1) probationary period.
- 2.04
- a) 'Seasonal Employee' shall refer to an individual hired into a seasonal position covered by this Collective Agreement, as listed in Schedule A, who has successfully completed the probationary period and is not a temporary employee. A seasonal employee is typically employed between May 1 and October 31, as may be adjusted based on operational needs, budget availability and is subject to agreement between the Union and the Employer. As, such, the said Seasonal Employee is afforded the rights, privileges and/or entitlements defined in this Collective Agreement.
  - b) 'Temporary' Employee' shall refer to an individual hired from outside the Union, for a defined/fixed term to replace a Permanent Employee or Seasonal Employee on Pregnancy, Parental, or any other leave of absence, to work on a special project or undertaking or to meet unexpected workload demands on a temporary basis. The defined/fixed term of a Temporary Employee may be extended by mutual agreement of the parties.

## ARTICLE 3 - DEFINITIONS

**Aggregate Service** - refers to the total hours paid.

**Defined/Fixed Term** - refers to an employment term that has a specified start and end date and applies to Seasonal and Temporary Employees.

**Division** - refers to 1) Parks, 2) Cemetery and 3) Facilities.

**Indefinite Term** - refers to an employment term that has a specified start date and no specified end date.

**Permanent** - refers to employment for an indefinite term that is not seasonal or temporary.

**Seasonal** - refers to employment for a defined/fixed term, with a recurring cycle of employment based on seasonal need.

**Working Days** - refers to Monday to Friday and excludes Saturdays, Sundays, recognized holidays.

## **ARTICLE 4 - NO DISCRIMINATION**

- 4.01 The Employer, its servants and agents agree that there will be no discrimination, interference, restriction or coercion exercised or practiced with respect to any Employee by reason of any of the protected grounds set out in the Ontario Human Rights Code or by reason of their membership in a trade union.
- 4.02 The Union, its members and agents, agree that there will be no discrimination, interference, restrictions or coercion exercised or practiced with respect to any Employee by reason of any of the protected grounds set out in the Ontario Human Rights Code or by reason of their non-membership in a trade union.

## **ARTICLE 5 - EMPLOYER RIGHTS**

- 5.01 The Union acknowledges that it is the exclusive function of the Employer to hire, assign, direct, classify, promote, demote, discipline, layoff, transfer, suspend, and discharge Employees for just cause subject to the terms of this Agreement.
- The Employer also has the right to make and alter from time-to-time rules and regulations to be observed by Employees provided that they are not inconsistent with the provisions of this Agreement.

## **ARTICLE 6 - CORRESPONDENCE**

- 6.01 All correspondence between the parties hereto, arising out of this Agreement or incidental thereto, shall pass to and from the Chief Administrative Officer, or designate of the Employer and the President of the Local Union. Within thirty (30) days of the designate being appointed, the Union will be informed in writing of the name of the designate.

## **ARTICLE 7 - UNION SECURITY**

- 7.01 The Employer will deduct union dues from the pay due to each **union member** after they have completed **their first** thirty (30) consecutive calendar days of service. Such deductions shall be made each pay period in accordance with the Union Constitution and By-laws, as directed by the Union in writing and the amounts so deducted will be forwarded to the National Union on or before the 15<sup>th</sup> day of the month following the month in which such deduction was made, together with a list of Employees from whose pay such dues were deducted.

7.02 The Union will indemnify and save the Employer harmless from and against any and all claims and demands which may be made by an Employee against the Employer with respect to Union dues deducted and forwarded by the Employer to the Union under the provisions of this Article.

## **ARTICLE 8 - NO STRIKES OR LOCKOUTS**

8.01 During the term of this Agreement, the Employer and its representatives shall not cause any lockouts, and the Union agrees that neither it nor any of its representatives shall cause or sanction any strikes, slowdown or other interference.

## **ARTICLE 9 - UNION REPRESENTATION**

### Negotiating and Grievance Committee

- 9.01
- a) The Union may elect or appoint not more than three (3) Employees (two (2) members and the President) to be known as a Negotiating Committee. The Employer will recognize such Committee provided the Employees on it have acquired seniority under this Agreement.
  - b) The Union may elect or appoint not more than three (3) Employees to be known as Stewards. The President or Vice President can also act as a steward. It is understood that in the event that there isn't a Steward available from Parks, Cemeteries or Facilities, then a Steward from one of the other Divisions will be provided.
  - c) The Union may elect or appoint not more than three (3) Employees to be known as a Grievance Committee. The Employer will recognize such Committee provided the Employees on it have acquired seniority under this Agreement.
  - d) The Union shall notify the Employer in writing of the names of such Employees and the Union Executive within thirty (30) days of appointment.
- 9.02 Union Executive Members/ Members of the Committees/Stewards herein identified in Section 9 of the Collective Agreement shall not suffer any loss of regular wages and shall be paid for time spent processing grievances, participating in the Labour Management Meetings and negotiating this agreement and the renewal thereof.
- 9.03 The Union shall have the right at any time to have the assistance of a Representative of the Canadian Union of Public Employees when dealing or negotiating with the Employer.

### Labour Management Committee

- 9.04
- a) A Labour Management Committee ("LMC") shall be established consisting of three (3) Employees of the bargaining unit, including the President, and not more than three (3) representatives of the Employer. The LMC shall meet at a mutually convenient time and date. at least twice a year or more frequently as may be required.
  - b) The Union or Employer shall submit to the other, items for discussion at such meetings at least five (5) days in advance of such meeting.
  - c) The parties shall take turns chairing the meetings. Minutes of all meetings shall be sent electronically to the LMC members and the Supervisor of the Unionized members. Where Employees do not have email access the President of the Union shall be responsible to forward a paper copy to the member. The Union shall be responsible to post a copy on all bulletin boards of the Unionized work locations.
  - d) The LMC shall concern itself with general matters, i.e.:
    - i) constructive criticisms of activities to improve relations between the Employer and the Union;
    - ii) reviewing suggestions from the Employer, the Union or Employees, questions of working conditions, and service (but not grievance);
    - iii) attempting to correct conditions causing grievances and misunderstandings.
  - e) The LMC shall not have the power to add, amend, delete or change any part of the Collective Agreement without first having it ratified by their respective parties.

### Investigations

- 9.05
- Where the Employer conducts an investigation which may result in the discipline of an employee, the employee who is the subject of the investigation will be informed of reason for the meeting and their right to union representation. The Employer shall also inform the President of the pending investigation meeting. Once the investigation is completed, the employee will be informed of the outcome of the investigation in a timely manner.

## **ARTICLE 10 - SENIORITY**

- 10.01
- a) Seniority as referred to in this Collective Agreement, shall refer to the length of a permanent Employee's continuous service, or a seasonal employee's aggregate service, in a position covered by the Recognition Article and listed in Schedule A.
  - b) The Probationary Employee shall have no seniority standing until they have completed a probationary period, after which time.

i) Permanent

the name of a permanent employee shall be placed on the seniority list and their seniority shall date back to their date of hire.

ii) Seasonal

the name of a seasonal employee who has completed one thousand and forty (1040) hours of work, shall be placed on the seniority list and their seniority shall be, calculated based on two thousand and eighty (2080) hours equaling one (1) year of service. For example, a seasonal employee who has worked 3,128 hours would have 1 year+ 1,048 hours of seniority; a seasonal employee who has worked 1575 hours would have 1575 hours of seniority.

- 10.02 a) Seasonal Employee - A seasonal employee who is subsequently hired into a permanent position covered by this Collective Agreement and as listed in Schedule A, shall be credited with their aggregate service accrued and calculated from their initial hire date provided there has been no absence from work for any period exceeding twelve (12) continuous months unless for reasons of illness, WSIB, layoff or approved leave of absence. Where these circumstances do not apply and there has been an absence from work, their seniority date shall accumulate from the start date of their defined/fixed term. Furthermore, said service shall count toward the service required for the Employee's probationary period.
- b) A 'Temporary Employee' who is subsequently hired into permanent or seasonal position covered by this Collective Agreement and as listed in Schedule A, shall be credited with their service accrued to the hire date on which continuous employment first began. A Temporary Employee who has worked for six (6) months or one thousand and forty (1040) aggregate hours in the same classification that they are subsequently hired into as a seasonal or permanent employee, shall be deemed to have completed the probationary period. A temporary employee who has completed less than six (6) months or one thousand and forty (1040) hours in said classification will be required to serve the remainder of the probationary period.
- 10.03 When two (2) or more employees are hired on the same date, a lottery shall occur with the President or designate and one Employer representative, to determine the more senior employee.
- 10.04 A seniority list showing each Employee's name, job classification and seniority shall be posted on a bulletin board in a conspicuous place and such list shall be revised by the Employer in January of each year. A copy of each list shall be sent to the local union president or designate via email.

- 10.05 Seniority rights of an Employee shall cease if:
- a) They resign, subject to the right to rescind the resignation, in writing, within three (3) working days;
  - b) they are discharged and not reinstated through the grievance and arbitration procedure;
  - c) they are absent from work for more than three (3) working days without notifying the Employer unless, in the circumstances, it was impossible for the Employee to give such notice to the Employer;
  - d) after a lay-off, they fail to return to work within three (3) working days after being notified by email, if available, or registered mail to do so, unless through illness or other just cause. It shall be the responsibility of each Employee to keep the Employer informed of their current address;
  - e) they are laid off for a period longer than two (2) years;
  - f) fails to return to work after the completion of an approved leave of absence granted by the Employer unless through sickness or sufficient cause.
- 10.06 Seniority shall be the determining factor in matters of promotion, lay-offs and recalls, providing the Employees affected have the skills, ability, qualification and physical fitness to do the work in question.

Layoff and Recall - Permanent Employees

- 10.07
- a) A lay-off shall be defined as a reduction in a Permanent position or a reduction in the regular hours of work of a Permanent employee covered by this agreement.
  - b) A layoff shall be administered first to temporary employees and then to seasonal employees before administering lay-offs to permanent employees
  - c) Employees shall be laid off in reverse order of seniority
  - d) An Employee designated to be laid off will be eligible to exercise the following options:
    - displace the lesser senior person first within the Employee's division and if not possible, in any division for which the Employee has the skills, ability, qualification and physical fitness to do the work in question, or
    - displace into a posted position.
  - e) Recall shall be in order of seniority with the understanding that the Employee has the skills, ability qualification and physical fitness to do the work in question.

- f) The Employer shall provide employees who are to be laid off with notice in accordance with the ESA, but such notice shall be no less than-twenty (20) working days before the layoff is to be effective.

If the employee laid off has not had the opportunity to work a minimum of twenty (20) full days after notice of layoff, they shall be paid in lieu of work for that part of twenty (20) working days during which work was not made available.

**10.08 Layoff and Recall - Seasonal**

- a) A layoff shall be administered first to temporary employees before administering lay-offs to seasonal employees.
- b) Seasonal employees shall be laid off by reverse order of seniority within the classification.
- c) Seasonal employees shall be recalled in order of seniority when work becomes available. New seasonal employees shall not be employed until seasonal employees on lay-off have been recalled.
- d) The Employer shall notify employees who are to be laid off five (5) working days before the layoff is to be effective.
- e) If the Seasonal employee laid off has not had the opportunity to work five (5) full days after notice of layoff, they shall be paid in lieu of work for that part of five (5) days during work was not made available.

10.09 Employees without seniority status shall not be employed unless Permanent and Seasonal Employees on lay-off have been given the opportunity of recall to a position which they have the skills, ability and qualifications to perform.

10.10 It is understood that the employment of all Temporary employees, students and/or co-op students will be discontinued prior to the layoff of any permanent and/or seasonal employee.

**10.11 Acting Assignment outside the Bargaining Unit**

- a) An employee may only be promoted or transferred in an acting capacity to a position outside the bargaining unit with their consent. In such case, the employee shall retain their existing seniority and continue to accrue seniority for a further period of one (1) year, during which time the employee will continue to pay union dues in accordance with Article 7.01.
- b) If, within that one (1) year period, the employee elects to return to their position vacated, or is returned by the Employer to the position vacated, or another position that is subject to the provisions of this Agreement, the employee shall carry accumulated seniority with them.

- c) If, after a one (1) year period the employee remains in the acting position, they shall continue to pay union dues in accordance with Article 7.01 but shall not continue to accrue seniority. When the employee returns to the position vacated, or another position that is subject to the provisions of this Agreement, they shall be credited with accrued seniority in accordance with Article 10 - Seniority.

**10.12 Acting Assignment within the bargaining unit**

Whenever an employee is assigned to perform the duties of a higher rated job classification for at least one (1) hour, they shall be paid at the same wage step in the acting assignment that the employee was paid in their own job classification or one dollar and fifty cents (\$1.50) per hour, whichever is greater.

- 10.13 Where the Employer intends to temporarily transfer a Union member to a position or work location which is not covered by this Collective Agreement. the Employer shall first seek volunteers, where there is more than one volunteer the senior qualified Employee shall be offered the temporary transfer. The Union member shall work the hours of operation required by that position and shall be paid in accordance with the terms and conditions covered by the Collective Agreement.

## **ARTICLE 11 - JOB VACANCIES**

- 11.01 When a present or new job covered by Article 2.01 of this agreement becomes vacant. the following procedure will apply:

- a) If the Employer intends to fill the vacancy, the Employer will forthwith email all Union members and will post the job vacancy for a period of five (5) working days on the bulletin boards of the Divisions in which the Union members work. The notice will contain the nature of the job, the qualifications required and the rate of pay,
- b) If the vacancy occurs under circumstances when the Employer does not propose to fill the vacancy the Employer will, within four weeks of the vacancy occurring notify the Union that the position will not be filled:
- c) Whenever the Employer hires Temporary Employees and students employed during the school vacation period, the Local Union President shall be notified monthly via email, of the name, date of hire and the classification.

- 11.02
- a) To be eligible to apply/be considered for job postings, the applicant must fulfill the definition of Employee under this Agreement and have successfully completed their probation period.
  - b) An Employee who wishes to be considered for the position so posted shall submit their resume in writing, via email to the contact named on the job posting, by the job posting closing date.

- c) The Employee's resume is to include the Employees qualifications, training, education and experience. Applicants will be selected for interviews based on the selection criteria which will include, but is not limited to, the assessment of the Employee applicant's performance, qualifications, skills and physical ability relative to the position requirements.
  - d) The applicant with the greatest seniority and having the necessary qualifications shall be placed in the position so posted on a trial basis for a period of twenty (20) working days. The vacated position may be posted, but not filled, prior to the completion of the twenty (20) working day trial period.
- 11.03 If within twenty (20) working days an employee who has transferred to a new position proves to be unsatisfactory, by the Employer or, the Employee no longer wishes to remain in the position, they shall revert to their former position and in such event the Employer will not be required to re-post the position but will consider the other applications which were received upon the basis of length of service of the other applicants and their skills, abilities, qualification, physical fitness and experience in the work in question.
- 11.04 The Employer shall communicate via email to the President of the Union and all members who have email access, the name of the successful applicant, if any.
- 11.05 Where a vacancy has been posted internally and filled and a second vacancy occurs, the Employer shall not be required to post the vacancy and may consider the internal employees who applied to the original posting provided the position becomes vacant within three (3) months of the original posting. Where there are no Union members who meet the selection requirements of the position as defined in Article **10.06**, the Employer shall exercise their option to recruit and hire from external applicants.
- 11.06 Any Employee covered by this agreement who has given good and faithful service to the Employer and who, through advancing years or temporary disablement is unable to perform their regular duties, shall be given the preference of any suitable work available at the salary payable at the time for the position to which they are assigned at the sole discretion of the Employer.
- 11.07 Temporary vacancies due to leave of absence or in excess of two (2) weeks due to illness or vacation shall be filled by the senior Employee qualified to do the work, if the employer intends to fill the position. Where there are no qualified Employees, the vacancy shall be filled at the discretion of the Employer.

## **ARTICLE 12 - DISCIPLINE**

12.01 The Employer will work with the Employee to identify and counsel the Employee as required on their inappropriate behaviour or performance.

Whenever the Employer intends to provide coaching, the Employee may request a Union Representative to be present.

Whenever the Employer intends to apply disciplinary measures such as verbal warning, written warning, suspension or termination, the Employee shall be given a minimum of two (2) hours' notice and shall be accompanied by a Union Representative.

## **ARTICLE 13 - COMPLAINT/GRIEVANCE PROCEDURE**

### **13.01 Complaint Procedure**

- a) It is the mutual desire of both parties that an Employee's complaint be addressed as promptly as possible.
- b) A complaint can be regarding the interpretation, meaning or application of this Agreement or alleged violation of the Agreement.
- c) An Employee having a complaint shall first discuss the matter orally with the Supervisor or designate within five (5) working days of the circumstance, act or condition giving rise to the complaint. The Employee may be accompanied by a Union Representative at the Employee's discretion to discuss the resolution of the complaint.
- d) The Supervisor shall address the matter and provide an oral response to the Employee in their meeting, or no later than three (3) working days from the date the Foreperson received the complaint.

### **13.02 Grievance Procedure**

#### **STEP 1**

- a) In the event that the complaint has not been resolved, the Union may submit a written Grievance on the current CUPE Grievance form, to the Division Manager or designate ("Manager") within three (3) working days of the Supervisor's oral response to the complaint. The Grievance form shall be inclusive of information regarding the date of the occurrence, the date the Grievance is being filed, the Article being grieved under the Collective Agreement and the resolution being sought.
- b) Within three (3) working days following the receipt of the written step 1 Grievance the Manager shall meet with the grievor to discuss the resolution of the grievance. The grievor will be accompanied by a Union Representative.

- c) The Manager shall render their decision in writing to the Union within five (5) working days from the Step 1 meeting.
- d) Failing settlement within three (3) working days of receipt of the written Step 1 reply, the grievance may be referred to Step 2.

## **STEP 2**

- a) In the event that the Grievance is not resolved at Step 1 of the Grievance procedure, the Union may refer the grievance to Step 2 to the Director of Parks, Recreation and Culture or designate ("Director") within five (5) working days of the receipt of the Manager's written response to Step 1.
- b) Within five (5) working days following the receipt of the written STEP 2 Grievance the Director shall meet with the grievor, accompanied by a Union Representative, to discuss potential resolution to the grievance. The Director may be accompanied by the Human Resources Manager or designate ("Human Resources").
- c) The Director shall render their decision in writing to the Union within five working days from the Step 2 meeting.
- d) Failing settlement within three (3) working days of receipt of the written Step 2 reply, the grievance may be referred to Step 3.

## **STEP 3**

- a) In the event that the Grievance is not resolved at Step 2 of the Grievance procedure, the Union may submit a written grievance to the Chief Administration Officer ("CAO") or designate of the Municipality of Port Hope within five (5) working days of the receipt of the Director's written response in Step 2.
- b) Within five (5) working days following the receipt of the written Step 3 grievance the CAO or designate may meet with the grievor, accompanied by a Union Representative to discuss the potential resolution of the grievance. The CAO may be accompanied by the Manager, Human Resources or designate ("Human Resources") and/or Director.
- c) The CAO shall render a decision in writing to the Union within five (5) working days from the Step 3 Grievance meeting.
- d) If the grievance is not settled by the decision of the CAO then the Union may, not later than fifteen (15) working days after receipt of such decision, refer the matter to arbitration as provided in this agreement.

13.03 Upon mutual agreement of both parties the above noted time frames may be extended if notification is received within the timeframes as outlined in the Complaint/Grievance Step.

- 13.04 Should two (2) or more Employees have similar grievances resulting from the same incident, then it may be grieved as one (1) grievance through the Complaint/ Grievance Procedure outlined in the Collective Agreement.
- 13.05 Where a dispute involving a question of general application or interpretation of the Collective Agreement occurs, a policy grievance may be filed by the Union or the Employer, commencing at Step 2 within twenty (20) working days of the Union becoming aware of the circumstances giving rise to the grievance.
- 13.06 No Employee shall leave their work to investigate or process a grievance without first obtaining the consent of their immediate Supervisor. Permission will not be unreasonably withheld.

In the event an Employee who has attained seniority is suspended from employment as a disciplinary measure or is discharged and the Employee considers that an injustice has been done, the matter may be taken up by the Union as a grievance under Step 3 above.

## **ARTICLE 14 -ARBITRATION**

### **14.01 Mediation**

- a) After the grievance procedure as set out in Article 13 has been exhausted, and prior to ten (10) working days after the Step 3 decision is received, and before an arbitrator is contacted under this Article, either party may seek the services of a mediator to assist in resolving the parties' differences. It is agreed that the selection of a mediator will only be done on the written consent of both parties.
- b) In the event that the use of a mediator is agreed upon, the referral of the grievance in question shall be delayed until after the mediation meeting has taken place.
- c) The parties shall share equally in the expenses of the mediator.
- d) Where mediation has resolved the grievance, the grievance shall be deemed closed and no further action is required.
- e) If the mediation has not settled the grievance, either party may, not later than ten (10) working days after receipt of the mediation decision, refer the matter to arbitration as provided in this agreement.

## 14.02 **Arbitration**

- a) Where a difference arises between the parties relating to the interpretation, application or administration of this agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may, after exhausting any grievance procedure and mediation as established in this Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration.
- b) Grievances submitted to arbitration shall be determined by a single arbitrator unless either party requests that the grievance be determined by a Board of Arbitration

14.03 a) If the grievance is to be determined by a single arbitrator, the parties shall endeavour to reach agreement as to a suitable arbitrator. In the event that the parties fail to agree upon an arbitrator, Local 749 shall request the Minister of Labour for Ontario, in writing, to appoint an arbitrator.

b) The Arbitrator shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any Employee affected by it.

c) The Arbitrator shall not have any authority to alter or change any of the provisions of this Agreement, or to substitute any new provision in lieu thereof, or to give any decision contrary to the terms and conditions of this Agreement, or in any way modify, add to or detract from any provision of this Agreement.

d) Each of the parties hereto will bear the expenses of the nominee appointed to represent it and the parties will jointly in equal shares bear the expenses of the Chairperson of the Arbitration Board, or single arbitrator, as the case may be, and the cost of the room or rooms in which the arbitration is held.

14.04 The decision of the arbitrator shall be final and binding upon the Employer, the Union and the Employees in the bargaining Unit.

14.05 No matter may be submitted to Arbitration that has not been processed through all the previous steps in the Grievance procedure.

## **ARTICLE 15 - PENSION AND RETIREMENT**

15.01 Every eligible full-time Employee will enroll in the Ontario Municipal Employees Retirement System in accordance with that Act and its Regulations. It is understood that "other than continuous full-time" Employees will be offered the opportunity to enroll in OMERS subject to the eligibility requirements of the plan.

- 15.02 It is further agreed that when OMERS amends the normal retirement, when age and years of service equals the factor 90, to a lesser factor, it shall be construed as agreed upon by both parties.

## **ARTICLE 16 – HOURS OF WORK/OVERTIME**

### Parks Division

#### **16.01 Permanent Employees**

The normal work hours for all Permanent Employees in the Parks Division shall be forty (40) hours per week consisting of five (5) eight (8) hour days, Monday to Friday inclusive. This is not to be read or construed as a guarantee to provide work for any period whatsoever.

Except as herein provided, the hours of work for Permanent Employees in Parks will be from 6:30 a.m. to 3:00 p.m. with a thirty (30) minute unpaid lunch period.

#### **16.02 Winter Shift**

During the months between mid to late November and late March to mid April, determined by the weather and the requirement for snow clearing, the Employer may assign a Permanent Employee in the Parks Division to work 5:00 a.m. to 1:30 p.m. with a thirty (30) minute unpaid lunch period.

Such shift shall be defined as the Winter Shift. The shift shall be rotated on a weekly basis from amongst the Permanent Employees who normally perform the work. Permanent Employees shall receive two (2) weeks notice of the implementation of the winter schedule.

### Seasonal Employees

- 16.03 The normal work hours for all Seasonal Employees in the Parks Division shall be forty (40) hours per week consisting of five (5) eight (8) hour days, Monday to Sunday inclusive. This is not to be read or construed as a guarantee to provide work for any period whatsoever.

Except as herein provided, the hours of work for Seasonal Employees in Parks will be from 6:30 a.m. to 3:00 p.m. Monday to Friday. If required to work on Saturday and Sunday, such day shall commence no earlier than 6:00 a.m. and no later than 1:00 p.m. with a thirty (30) minute unpaid lunch period.

#### **16.04 Posting of Schedules**

The Employer shall post a four (4) week schedule for Seasonal Employees at least two (2) weeks in advance of implementation of such schedule.

All Seasonal Employees who work a schedule other than Monday to Friday shall receive two (2) consecutive days off per week.

## Cemeteries Division

### 16.05 **Permanent Employees**

The normal work hours for all Permanent Employees in the Cemeteries Division shall be forty (40) hours per week consisting of five (5) eight (8) hour days, Monday to Saturday inclusive. This is not to be read or construed as a guarantee to provide work for any period whatsoever.

Except as herein provided, the hours of work for Permanent Employees in Cemeteries will be from 6:30 a.m. to 3:00 p.m. with a thirty (30) minute unpaid lunch period.

All Employees who work a schedule other than Monday to Friday shall receive two (2) consecutive days off per week.

### 16.06 **Summer Schedule**

During the months between late April/May and late October/November as determined by the operational need, the Employer may assign a Permanent Employee in the Cemeteries Division to work Tuesday to Saturday.

The Permanent Employees shall receive two (2) weeks notice of the implementation of the summer schedule.

### 16.07 **Seasonal Employees**

The normal work hours for all Seasonal Employees in the Cemeteries Division shall be forty (40) hours per week consisting of five (5) eight (8) hour days, Monday to Saturday inclusive. This is not to be read or construed as a guarantee to provide work for any period whatsoever.

Except as herein provided, the hours of work for Seasonal Employees in Cemeteries will start no earlier than 6:30 a.m. with a thirty (30) minute unpaid lunch period.

All Seasonal Employees who work a schedule other than Monday to Friday shall receive two (2) consecutive days off per week.

### 16.08 **Posting of Schedules**

The Employer shall post a four (4) week schedule for Seasonal Employees at least two (2) weeks in advance of implementation of such schedule.

## Facilities Division

16.09 The normal work hours for all Permanent Employees in the Facilities Division shall be forty (40) hours per week consisting of five (5) eight (8) hour days, Monday to Friday inclusive. This is not to be read or construed as a guarantee to provide work for any period whatsoever.

Except as herein provided, the hours of work for Permanent Employees in Facilities during Ice Operations will be from 7:30 a.m. to 4:00 p.m. or 7:00 a.m. to 3:30 p.m. for the Day Shift and 3:30 p.m. to 12:00 a.m. for the Afternoon Shift with a thirty (30) minute unpaid lunch period.

Except as herein provided, the hours of work for Permanent Employees in Facilities during non-Ice Operations will be from 7:00 a.m. to 3:30 p.m. for the Day Shift and 1:30 p.m. to 10:00 p.m. for the Afternoon Shift with a thirty (30) minute unpaid lunch period.

**16.10 Ice Operations Schedule**

During the months when Ice operations are in effect the normal hours of work for all Permanent Employees in the Facilities Division shall be forty (40) hours per week consisting of five (5) eight (8) hour days, Monday to Sunday inclusive.

Employees shall receive two (2) weeks notice of the implementation of the Ice Operations schedule.

**16.11 Posting of schedules**

The Employer shall post a four (4) week repeating winter schedule and a four (4) week repeating summer schedule at least two (2) weeks in advance of implementation of such schedules.

All Permanent Employees who work a schedule other than Monday to Friday during the Ice Operations schedule shall receive two (2) consecutive days off per week.

**16.12** Saturdays and Sundays are included in the operational hours and Employees scheduled to work these days will be paid their regular hourly wage, except in circumstances where the Employee has worked more than forty (40) hours in the week, refer to overtime rates.

**16.13** There will be no split in shifts in any of the Divisions.

**16.14 Work Schedule Adjustments**

As may be required to provide services that have arisen after the work schedule has been posted, and where the services can be accommodated by the work schedule starting earlier or later than the posted start time, upon mutual agreement, the Employee's work hours would be adjusted to end the work shift earlier or later as applicable, such that the same number of paid scheduled hours has been maintained. In this situation, if less than twenty-four (24) hours notice is given, the applicable Employee will be granted two (2) hours banked time.

**Call Out**

**16.15** An Employee who has left work and is called out to perform work after their regularly scheduled hours would be paid a minimum of three (3) hours pay at their regular rate.

- 16.16 When called out and the employee worked more than two (2) hours to perform the call out duties, the Employee would be paid one and one-half times (1.5x) for the hours worked above two (2) hours.
- 16.17 Work required to be performed on Saturday, Sunday or Holiday shall be paid a minimum of three (3) hours pay in accordance with Article 16.

#### Breaks

- 16.18 All Employees will be permitted fifteen (15) minutes paid rest period both in the first half and second half of a shift. An Employee required to work two (2) hours overtime will be permitted a fifteen (15) minute rest period and the same for such succeeding four (4) hours overtime.
- 16.19 A five (5) minute wash-up period will be afforded at the end of each shift.
- 16.20 An Employee required to work four (4) hours overtime shall receive a one-half (½) hour paid lunch break and the same for each succeeding four (4) hours of work, one-half (½) hour paid lunch break.

#### Procedure for assigning Overtime

- 16.21 Upon the Supervisor or designee's request/approval, when work tasks require the Employee to work additional hours at the end of the workday, the additional work, upon mutual agreement, will be performed by the Employee who is already working the task.
- 16.22 Overtime shall be offered on a rotating seniority basis, by Division, starting with the most senior Employee. Where the most senior Employee declines the overtime, the next most senior Employee shall be contacted, and this procedure shall continue until an Employee (or more than one Employee, as may be required) accepts the overtime.
- 16.23 If the Employee contacted for Overtime does not respond within ten (10) minutes, the Employee will be considered unavailable and the next Employee on the seniority list will be called.
- 16.24 For the next occurrence where overtime is required, the Supervisor shall contact the next Employee on the seniority list, who follows the last Employee who accepted the overtime. The Supervisor will continue to rotate through the seniority list as overtime work is required.
- 15.25 Overtime will be offered to Permanent Employees first, then Seasonal Employees, within the division. Failing the additional work being accepted by any Employee in the division, the Employer may fulfil the task by offering the work to Employees in other divisions.

## Overtime Pay

- 16.26 For Permanent Employees, the hours worked above eight (8) hours in the day or forty (40) hours in the week would be paid at one and one-half times (1.5x) the hourly wage for the hours worked above these hours. Where requested by the Permanent Employee overtime will be paid out in the pay period incurred.
- 16.27 For Seasonal Employees, the hours worked above forty (40) hours in the week would be paid at one and a half times (1.5x) the hourly wage for the hours worked above those hours. All overtime will be paid out in the pay period incurred.
- 16.28 Hours worked on General Holidays (as identified in this Collective Agreement and as applicable to the Permanent or Seasonal Employee) will be paid at one and one-half times (1.5x) the wage rate for hours worked. When an Employee works the Holiday, the Employee shall be given a paid day in lieu of being paid the public holiday pay.
- 16.29 Employees shall be permitted to accumulate overtime at the appropriate overtime rates to a maximum of sixty (60) hours at any one time. The sixty (60) hours is replenishable. Where requested by the Permanent Employee, all overtime will be paid out in the pay period incurred.
- 16.30 Employees may receive time off with pay in lieu of overtime payment. Such time off shall be scheduled subject to the Supervisor's approval and shall not be unreasonably denied. Time off may be taken in days or hours.
- 16.31 Banked overtime not scheduled to be utilized prior to December 31<sup>st</sup> of any year and remaining to each Employee's credit will be paid out in full in the last pay of the year.

## **ARTICLE 17 – GENERAL HOLIDAYS**

- 17.01 The Employer will determine whether operations and services will be maintained or closed on the holidays listed below. Each Employee who has successfully completed their probationary period shall have the following holidays off with pay at the regular rate of pay:

New Year's Day	National Day for Truth and Reconciliation
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday	½ day on Christmas Eve
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	½ day on New Year's Eve
Labour Day	

and any other day proclaimed by the Federal, Provincial and Municipal Government and all special holidays declared by the Employer.

- 17.01 For greater clarity, Seasonal Employees will only be eligible for holiday pay during the term of their seasonal employment.
- 17.02 To be eligible for holiday pay, the Employee shall work the regular scheduled working day immediately before and following the holiday unless they received written prior permission from the Supervisor of their Division or their designate, or in case of accident or illness.
- 17.03 Probationary and Temporary Employees shall be paid holiday pay for holidays in accordance with the Employment Standards Act, 2000, as amended.
- 17.04 Where the regular work week schedule is Monday to Friday and when any of the aforementioned holidays falls on a Saturday or Sunday, the Employer shall designate either the previous Friday or the following Monday as the day to observe the holiday.
- 17.05 Each Employee who works on a general holiday or a day so designated shall be compensated for all hours worked at **one and one-half times (1.5x)** the base rate of pay plus the regular pay for such holidays. An Employee may choose to take a day in lieu instead of receiving the regular pay for the holiday. If the Employee chooses to take a day in lieu, the Employee shall receive a day in lieu with pay to be taken within three (3) months on a day mutually agreed between the Employee and the supervisor.

## **ARTICLE 18 - VACATIONS**

### Permanent Employees

- 18.01 The following vacation entitlement shall apply to Permanent employees:
- Service will be recognized during the calendar year in which the anniversary date occurs. Vacation pay calculation shall be based on the current regular rate and vacation shall be allocated on January 1<sup>st</sup> of each year. Annual vacation leave must be taken in full during the calendar year in which it is accrued.

18.02 Permanent Employees are entitled to paid vacation time in accordance with the chart below:

<b>SERVICE</b>	<b>ENTITLEMENT</b> <b>Permanent Employees</b>
	<b>Vacation With Pay:</b> Examples are based on an 8 hour work day
More than one (1) calendar month of service but less than 1 year of service	10 hours (1.25 days per month) vacation with pay for each calendar month of service up to a maximum of 120 Hours (15 days) vacation pay (3 weeks)
One year of service but less than 8 years of service	120 hours (15 days) vacation pay (3 weeks) (1.25 days/mth)
Eight (8) years of service but less than fifteen (15) years of service	160 hours (20 days) vacation pay - 4 weeks (1.67 days/mth)
Fifteen (15) years of service but less than twenty-five (25) years of service	200 hours (25 days) vacation pay - 5 weeks (2.08 days/mth)
Twenty-five (25) years of service but less than thirty (30) years of service	240 hours (30 days) vacation pay - 6 weeks (2.5 days/mth)
Thirty (30) or more years of service	280 hours (35 days) vacation pay - 7 weeks (2.92 days/mth)

18.03 If one (1) or more holidays under Article 17 falls or is observed during a Permanent Employees vacation, the holiday may serve to extend the time off, either the working day before the start of the vacation or the working day immediately following the vacation period.

18.04 When preparing the annual vacation schedule, the Employer shall, subject to its right to maintain a qualified work force, give the choice of vacation dates to Employees with the greatest length of service and the Employee's vacation may be taken over an unbroken period.

18.05 An Employee may request vacation in single or half day increments, and such may be approved by their Supervisor subject to maintaining a qualified work force to meet operational requirements and such leave shall not be unreasonably denied.

18.06 Employees are to submit their vacation requests to their Supervisor by April 1st each year. Vacation requests received by April 1<sup>st</sup> will be approved based on operational staffing requirements and seniority and shall not be unreasonably denied.

- 18.07 Vacation requests received after April 1<sup>st</sup> will be approved based on operational staffing requirements and a 'first come first serve basis' and employee's will be advised no later than two (2) working days of the request being made whether the vacation has been granted.
- 18.08 No later than September 30<sup>th</sup>, the Employee shall submit their vacation request for all outstanding vacation owing for the remainder of the year and employee(s) will be advised no later than five (5) working days of the request being made whether the vacation has been granted.
- 18.09 The vacation schedule will be posted by May 1<sup>st</sup> and will not be changed without mutual consent between the Employer and the Employee.
- 18.10 Upon termination or resignation of employment the Employee shall be entitled to vacation pay on a pro-rated basis for the period of time worked in the calendar year to the date employment ended, less vacation already paid.
- 18.11 Where applicable, an overpayment of vacation shall be deducted from the next pay to the Employee or where this is not applicable, the Employee shall reimburse the Employer.
- 18.12 If due to extenuating circumstances, an Employee requires a vacation carry over period, up to one week (1) vacation may be carried over to the following year with prior approval of the Director, Parks, Recreation and Culture. This carry over is not accumulative and the carry-over allotment must be used during the next year.
- Approval to carry unused vacation days forward shall only be granted for legitimate reasons and not simply due to inability to utilize them during the year. Any unused vacation credits as of December 31<sup>st</sup> that are not approved for carry over shall be paid at the Employees regular rate of pay.

#### Vacation Entitlement During a WSIB or Long Term Disability Leave

- 18.13 A Permanent Employee on long term disability or Workplace Safety & Insurance Board absence is eligible for vacation for the period up to the date on which their absence began.
- The Permanent Employee on long term disability or Workplace Safety & Insurance Board absence may request a pay-out over one (1) or more pay periods of some of the earned vacation or overtime pay, up to the maximum accrued hours.
- A pay-out (including the number of hours desired) must be requested in writing by the Permanent Employee and approved by the Director.
- Any earned vacation pay that is unused as of the last pay period in the calendar year shall be paid out to the Permanent Employee.

Vacation Entitlement During an unpaid leave

18.14 Vacation pay shall be pro-rated relevant to the hours worked for the year in which an Employee takes or returns from an unpaid absence thirty (30) calendar days or more. Where no time has been worked in the calendar year, no vacation shall be paid.

Seasonal Employees

18.15 Seasonal Employees shall receive vacation pay on each pay and the following vacation entitlement shall apply:

<b>SERVICE</b>	<b>ENTITLEMENT</b>
	<b>Seasonal Employees</b>
	<b>Vacation Pay:</b>
From the date of hire and less than 16,640 hours (8 years) of service	6% of bi-weekly earnings (15 days)
16,640 hours (8 years) of service but less than 31,200 hours (15 years) of service	8% of bi-weekly earnings (20 days)
31,200 hours (15 years) of service but less than 52,000 hours (25 years) of service	10% of bi-weekly earnings (25 days)
52,000 hours (25 years) of service but less than 62,400 hours (30 years) of service	12% of bi-weekly earnings (30 days)
62,400 hours or more years of service	14% of bi-weekly earnings (35 days)

18.16 Service for Seasonal Employees shall be recognized immediately upon completion of the required service hours as per **Article 10.01 b) ii)**.

18.17 Seasonal Employees may request through their Supervisor, unpaid vacation days off work. Vacation requests from Seasonal Employees will be approved, following approval of vacation requests for Permanent Employees and will be based on operational requirements, on a first come, first served basis and shall not be unreasonably denied.

Temporary Employees

18.18 Temporary Employees shall receive vacation pay in accordance with the Employment Standards Act, 2000 as amended.

## **ARTICLE 19 – SHORT-TERM DISABILITY AND LONG-TERM DISABILITY**

### **19.01 Unable to Report to Work Due to Illness**

- a) When an Employee is unable to report to work because of illness or injury, they shall, as soon as possible, inform their Supervisor that they will not be at work, and state the nature of the illness or injury and the probable length of absence.
- b) The Employer reserves the right to request a medical certificate, at their discretion, to approve a paid absence. Any costs incurred to be paid by the Employer.
- c) The Employer undertakes to provide a Short-Term Disability Plan administered by the Employer for Permanent Employees, as a method to provide income during their absence due to personal illness or injury.
- d) A Permanent Employee who is unable to report to work due an illness or injury shall be eligible to receive disability benefits commencing on the day of absence, up to a maximum of seventeen (17) continuous weeks in any calendar year, or until the date the Permanent Employee is declared medically fit to return to work for modified work or full regular duties, whichever first occurs.
- e) A Permanent Employee with absences in one (1) calendar year that exceeds the paid benefit outlined below, may apply for the Employment Insurance Sick Leave benefit, where qualified, to provide them with income for their absences up to the eligibility date for Long Term Disability, or for circumstances where Long Term Disability is not approved.
- f) Each Permanent Employee's allotment of paid time is based on their accrued seniority with the amount of entitlement determined in accordance with the schedule set out below.
- g) This schedule sets out the amount of paid time to which a Permanent Employee is entitled to in each calendar year, and as such, the allotment will be administered in the first pay period of the calendar year, provided the Permanent Employee is actively at work, and working their normal hours of work (standard workday).
- h) In the event that a Permanent Employee is on an approved absence (paid or unpaid) at the end of the year and into the next calendar year, their Short-Term Disability allotment shall be renewed when they return to work their normal hours of work.
- i) Permanent Employees who are off work as a result of an approved sick leave, paid or unpaid, will continue to have their health, dental and life insurance benefit premiums paid by the Employer.

Recurring Disability

- a) Successive periods of disability deemed by the Permanent Employee's physician to be due to the same or related cause and separated by a return to full-time work of thirty (30) days or less are considered to be the same disability.
- b) Successive periods of disability deemed by the Permanent Employee's physician to be entirely unrelated in cause and separated by a return to normal work hours (standard schedule) of one (1) or more days, are considered to be a new disability.

**Schedule of Benefits- Short-Term Disability- Permanent Employees**

**NOTE: 1 week = 5 days, 1 day= 8 hours**

<b>Length of Service</b>	<b>100% of Normal Earnings</b>	<b>75% of Normal Earnings</b>
3 months but less than 1 year	1 week	16 weeks
1 year but less than 2 years	2 weeks	15 weeks
2 years but less than 3 years	3 weeks	14 weeks
3 years but less than 4 years	4 weeks	13 weeks
4 years but less than 5 years	5 weeks	12 weeks
5 years but less than 6 years	7 weeks	10 weeks
6 years but less than 7 years	9 weeks	8 weeks
7 years but less than 8 years	11 weeks	6 weeks
8 years but less than 9 years	13 weeks	4 weeks
Over 9 years	17 weeks	0

19.02 As a cost containment measure and to prevent potential abuse, the following stipulations will apply to the Short-Term Disability Plan.

Proof of Illness

- a) Any absence of three (3) or more consecutive working days or for one (1) day prior to or following a paid holiday, which is to be charged as sick leave, must be supported by a certificate from a duly recognized medical practitioner, stating that the Employee is unable to perform their duties and indicating the probable duration of the illness or injury.
- b) Updated or additional medical documentation indicating the Permanent Employee's medical limitations and restrictions would be required to maintain eligibility requirements for Short-Term Disability benefits.

- c) Failure to produce the required certificate within fifteen (15) working days of the date of disability will result in the uncertified days of absence being charged as leave without pay.
- d) Furthermore, it is understood and agreed that the Employer reserves the right to request a medical certificate in other appropriate circumstances and the Employee shall be required to fulfill this request.

#### Modified Work

19.03 The Employer further reserves the right to request additional medical information regarding the Permanent Employee's medical restrictions and functional abilities to facilitate a return to modified work where appropriate. The Permanent Employee shall be required to participate cooperatively in the modified work program. A Union representative shall be present at the return-to-work meeting when requested by the Permanent Employee.

#### Progress Report Regarding Illness

19.04 In any case of prolonged illness, the Permanent Employee shall submit such periodic reports on their condition as the Employer may require. The Employer will reimburse the Permanent Employee for the cost of such report(s).

#### Examination by Alternate Physician

19.05 The Employer may require that a Permanent Employee be examined by a medical practitioner satisfactory to the Employer if it suspects abuse. If the Employer's medical practitioner disagrees with the Permanent Employee's medical practitioner, then the parties shall agree to a third medical practitioner, whose decision shall be final.

#### Exclusions

- 19.06 This plan does not cover disabilities or claims resulting from:
- 1) Any period of disability during a specified period of maternity leave of absence. (The maternity leave of absence for which benefits are not payable will be:
    - the period commencing with the tenth week prior to the expected week of confinement and ending with the sixth week after the week of confinement;
    - any period of formal maternity leave taken pursuant to mutual agreement between the Permanent Employee and the Employer, or;
    - any period for which the Permanent Employee is eligible, or would have been eligible upon proper application, to collect Employment Insurance maternity benefits).
  - 2) Any period of disability that, commenced while the Permanent Employee was not insured under the plan;

- 3) Intentionally self-inflicted injuries;
- 4) Accident injuries arising out of or in the course of employment, or disease covered by the Workplace Safety & Insurance Act or similar legislation.

19.07 The Employer agrees to pay one-hundred percent (100%) of the billed premiums for a Long-Term Disability (LTD) Insurance Plan. The Permanent Employee's eligibility for LTD benefits is administered by the Benefit carrier and where eligible the coverage includes seventy percent (70%) of basic monthly earnings up to a maximum of four-thousand dollars (\$4000) per month.

For a period of two (2) years after the qualifying period, eligibility under the plan shall be based upon the Permanent Employee's inability to perform their own occupation.

Eligibility beyond that two (2) year period shall be based upon the Permanent Employee's inability to perform any occupation.

Long-Term Disability coverage shall cease at the earlier of age sixty-five (65), termination of employment or retirement.

## **ARTICLE 20 – LEAVE OF ABSENCE**

20.01 The Employer agrees that where permission has been granted to representatives of the Union to leave their employment temporarily in order to carry on negotiations with the Employer, or with respect to a grievance, they shall suffer no loss of pay for the time so spent.

20.02 a) An Employee shall be granted a maximum of five (5) working days' leave without loss of pay for the purpose of attending, mourning and/or making funeral arrangements on the death of an immediate family member as follows:

- parent, partner/spouse, child, stepchild.

b) An Employee shall be granted a maximum of three (3) working days' leave without loss of pay for the purpose of attending, mourning and/or making funeral arrangements on the death of an immediate family member as follows:

- sibling, sibling-in-law, parent-in-law, step parent, step sibling, grandchild and grandparent or a relative living with Employee at the time of death.

c) An Employee will be granted one-half (1/2) day without loss of pay, to attend a funeral as a pallbearer or mourner provided such Employee has the approval of their Supervisor or their designate.

- 20.03 Upon written application to their Supervisor or their designee, an additional four (4) days' (thirty-two (32) hrs) leave, without pay, may be granted to an Employee to attend a burial outside the province.
- 20.04 When an Employee is subpoenaed for jury duty or as a court witness, they shall not suffer any loss of salary or wages whilst so serving.
- 20.05 Any Employee who is elected or selected for a full-time position with the Union or anybody with which the Union is affiliated or who is selected to full-time public office will be granted leave of absence without loss of seniority by the Employer for a period of one (1) year. This period may be extended by the Employer at the end of the year.
- 20.06
- a) The Supervisor of the applicable Division, or their designate, may grant leave of absence for a period of less than two (2) weeks without pay and without loss of seniority to any Employee requesting such leave for good and sufficient cause.
  - b) The Chief Administrative Officer or designate may grant leave of absence in excess of two (2) weeks without pay and without loss of seniority to any Employee requesting, in writing, such leave for good and sufficient cause.
- 20.07
- a) Upon receipt of two (2) calendar weeks of written notice, the Employer will grant a leave of absence, without loss of regular pay, benefits and seniority to Employees selected or appointed by the Union to attend Union functions, meetings or training. Such written notice shall include the reason for the leave.
  - b) In cases where two (2) calendar weeks' notice is not feasible, the Employer shall consider and where practicable approve such leaves. The total annual cumulative leave of absence granted to an appointed Union Representative in the bargaining unit for this purpose shall not exceed fifteen (15) days.
  - c) No more than two (2) Employees from each division will be granted Union leave. The Employer shall invoice the Union for reimbursement of the Employee's regular wages and all benefit costs incurred during said leave. The Employer shall not reimburse the Employee for other related expenses, such as travel or accommodations.
  - d) The Union shall make payment within thirty (30) days of issuance of the invoice.
- 20.08 **Pregnancy and Parental Leave**
- a) i) An Employee who is pregnant shall be entitled, upon application, to pregnancy leave and parental leave in accordance with Employment Standards Act 2000, as amended from time to time. Pregnancy leave shall be granted up to seventeen (17) weeks as provided in the Employment Standards Act 2000 and may begin no earlier than seventeen (17) weeks before the expected birth date.

The Employee shall give the Employer four (4) weeks' notice, in writing, of the day upon which she intends to commence her leave of absence, unless impossible, and the Employer may request a certificate of a legally qualified medical practitioner stating that she is pregnant and giving the estimated day upon which delivery will occur.

- ii) The Employee must have started employment with her Employer at least thirteen (13) weeks prior to the expected date of birth.
  - iii) The Employee shall give at least four (4) weeks' notice of her intention to return to work. The Employee may shorten the duration of the leave of absence requested under this Article upon giving the Employer four (4) weeks' notice of her intention to do so.
- b) Credits for service for the purpose of salary increments, vacations, or any other benefit included and prescribed under the Employment Standards Act 2000 shall continue and seniority shall accumulate during the leave.
  - c) Upon expiry of seventeen (17) weeks pregnancy leave, an Employee may immediately commence parental leave. The Employee shall give the Employer at least four (4) weeks' notice, in writing that she intends to take parental leave.

#### 20.09 **Parental Leave**

An Employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of child or the date the child first came into care or custody of the Employee, shall be entitled to parental leave, in accordance with Employment Standards Act 2000, as amended from time to time.

A "parent" includes: the natural mother or father of the child, a person with whom a child is placed for adoption and a person who is in a relationship with the parent of the child and who intends to treat the child as their own.

## **ARTICLE 21 - WSIB**

21.01 The Employer and Workers are required to comply with all legislative requirements relating to the Workplace Safety and Insurance Board (WSIB).

All workers who experience a workplace injury or illness are required as soon as practicable to:

- a) Report the incident to the Supervisor without delay
- b) Seek medical attention if required
- c) Complete an Accident Incident Report
- d) Provide all details for the submission of the WSI B claim, as applicable
- e) Cooperate in safe and efficient return to work

In the event of a workplace injury or illness, the Employer shall:

- a) Assist with first aid if required
- b) If medical attention is required, provide transportation, as applicable
- c) Investigate and seek all details for the submission of the WSIB claim, as applicable
- d) Submit the WSIB claim
- e) Facilitate in safe and efficient return to work

## **ARTICLE 22 - JOB CLASSIFICATION AND RATE OF PAY**

- 22.01 The job classifications and the rate of pay for each position shall be as set out in Schedule A of this Agreement.
- 22.02 The Supervisor of the applicable Division may designate one (1) or more Employees to a Lead Hand position. Such designation will be assigned by mutual agreement. Such Lead Hand shall be paid one dollar and sixty cents (\$1.60) more per hour more than the rate of their job classification.
- 22.03 Wages for hours worked shall be paid in full the Thursday following the ending date of the full two (2) week pay period. If pay day falls on a holiday, their payment shall be made on the preceding day.
- 22.04 An Employee required to work in a lower paid classification shall maintain their standard rate.
- 22.05 When the duties of work in any classification are changed significantly or substantively or where the Union and/or an Employee feels they are unfairly or incorrectly classified, or when any position not covered by Schedule A is established during the term of this Agreement, the rate of pay shall be subject to negotiation between the Employer and the Union.
- 22.06 If the parties are unable to agree on the reclassification and/or rate of pay of the job in question, such dispute shall be submitted to grievance and arbitration.
- 22.07 The new rate shall become retroactive to the time the position was first filled by an Employee on a continuous basis.

## **ARTICLE 23 - SAFETY**

- 23.01 The Employer and the Union agree that they shall comply with and implement the requirements of the Occupational Health and Safety Act, as amended from time to time, and as it applies to the Employer's operations.
- 23.02 The Joint Health and Safety Committee (JHSC) shall include a minimum of two (2) Union representatives from the Parks, Cemeteries and/or the Facilities divisions.

- 23.03 In making the appointments to the JHSC, the Union shall be motivated by the need for selecting people who will be best capable of promoting safety on the job and shall be representative of the divisions within which the Union members work, as feasible.
- 23.04 An employee is responsible to report the existence of a danger or occupational hazard of which they are aware to their Supervisor immediately.
- Unsafe or dangerous conditions that have not already been dealt with by the Supervisor, shall be brought forward to the JHSC meetings for discussion.
- 23.05 Minutes of all JHSC meetings shall be kept and copies of such minutes shall be sent to the JHSC members to post on the bulletin boards.
- 23.06 Protective equipment and protective work clothing shall be supplied to and must be worn by all workers performing duties where hazards exist.
- 23.07 The Employer will ensure that CVOR drive, and rest times are followed.
- 23.08 All Employees working in any situation where safety equipment or clothing is required, shall be supplied with the necessary safety equipment (such as gloves, coveralls, insulated coveralls, winter parka, Hi Vis shirts and sweaters, harnesses), where required and replaced as necessary.
- 23.09 The Employer will also reimburse the Employee (who has successfully completed their probationary period) for the purchase of CSA approved safety boots per calendar year, upon the submission of receipts, up to the value of three hundred dollars (\$300.00) per year.
- 23.10 The Employer will establish a standard operating procedure outlining the items provided for each division, which will be reviewed on a regular basis through Labour Management meetings. Notwithstanding the items identified in standard operating procedures Employees may submit a request to their Supervisor to receive additional items as operations and safety requires. Such request shall not be unreasonably denied.

## **ARTICLE 24 – HOSPITAL, MEDICAL, DENTAL, VISION, LIFE INSURANCE AND DISABILITY BENEFITS**

### Permanent Employee

- 24.01 The Employer's obligation under this Collective Agreement is limited to the payment of one-hundred percent (100%) of the billed premiums to maintain the eligible Permanent Employees' enrolment in the externally insured group Health, Dental and Life Insurance benefit plan(s), that is in effect as of January 1, 2024. Eligibility for and entitlement to payment of benefits are subject to the terms and conditions of the policy or policies of insurance providing such benefits.
- 24.02 Group Health, Dental and Life benefits terminate at age seventy (70), termination of employment or retirement whichever is earlier.

### Permanent Employee - Retiree

- 24.03 The Employer agrees to pay one-hundred percent (100%) of the billed premiums for a group Health and Dental Insurance benefit plan for eligible retired Permanent Employees who retire onto an Ontario Municipal Employees Retirement Pension Plan, and their eligible spouse and dependents, from the date of their retirement (no earlier than age fifty-five (55)) to age sixty-five (65).
- 24.04 Retiree Benefit coverage shall include the group Health and Dental Insurance benefit coverage provided to the active CUPE Local 749-02 effective the date of the Permanent Employee's retirement, with the following exclusions: Life Insurance, Dependent Life Insurance, Accidental Death and Dismemberment coverage, and Orthodontic dental coverage.
- 24.05 A Retiree may elect to enroll in a Health and Dental plan provided by an external service provider e.g. MROO (Municipal Retiree Organization Ontario) at their own expense and payment arrangements.
- 24.06 The Probationary Permanent Employee shall be eligible for enrolment in the Group Health, Dental and Life Insurance Benefit plan after three (3) months of employment.

### Seasonal Employee

- 24.07 A Seasonal Employee who has completed their Probationary period shall be eligible for enrolment in a Health Spending Account; however, enrolment is not mandatory when the eligibility criteria has been met and enrolment may be declined.
- 24.08 Seasonal Employees, who have met the eligibility criteria and are actively employed and working with the Municipality, would be eligible for two hundred and fifty dollars (\$250) to spend on health and dental expenses.
- 24.09 For each successive year that the Seasonal Employee returns to active employment, an additional two hundred and fifty dollars (\$250) will be added to their Health Spending Account credit, up to a maximum of ten (10) years of meeting the eligibility criteria, with a two thousand five-hundred-dollar (\$2,500) Health Spending Account credit maximum.
- 24.10 The Health Spending Account includes reimbursement of costs for eligible medical expenses such as prescription medication; health care professional services, dental services; prescription eyeglasses and other coverage provided by the Service Provider.

## **ARTICLE 25 - COPIES OF AGREEMENT**

25.01 Copies of new Agreements will be issued by the Employer to all Employees via their personal email, where available, within thirty (30) days of signing. A Hard copy of the agreement will be made available in each work location and provided to employee(s) upon request. Costs of preparing the Agreement will be borne jointly by the Employer and the Union.

## **ARTICLE 26 - GENERAL PROVISIONS**

26.01 Unless otherwise specified in this Agreement, no Employee shall be required or permitted to make written or verbal agreements with the Employer which would conflict with the Collective Agreement.

26.02 Proper accommodations will be provided in all shops and departments for Employees of the Employer to have their meals and keep their clothes.

26.03 The Supervisor of the applicable Division or their designate shall have the authority to allow within the work schedule a period of reasonable time for cleaning up following a particularly dirty job.

26.04 The Employer shall provide bulletin boards in all departments upon which the Union and the Employer shall have the right to post authorized notices of meetings and other notices relating to Union or Employer matters.

26.05 The Employer shall make available to all Employees, an Employee Assistance Program (E.A.P.).

26.06 An Employee required to travel more than forty (40) kilometres beyond the Municipality limits on Corporate business shall be provided a twenty-four dollars and sixty-five cents (\$24.65) meal allowance if required to be out of the Municipality during their regular meal hour.

26.07 The Employer further agrees to pay an Employee while attending a conference, seminar, meeting, etc., the following rates for meals:

Breakfast - \$24.35 Lunch - \$24.65 Dinner - \$60.45

26.08 Total allowance for meals shall not exceed one hundred and nine dollars and forty-five cents (\$109.45) in any one (1) day. It is further agreed that the Employer will upon receiving required receipts reimburse the Employee in total for the combination of meals, provided it does not exceed the aggregate of the meal allowance.

26.09 Consistent with provincial legislation, Employees shall maintain their current licenses/qualifications required to perform their job. The Employer, will cover costs associated with courses/seminars approved by the Employer; including tuition/fees, wages, meals as outlined in Article 26 use of a personal vehicle will be paid by the kilometer, at the rate for distances outside the Municipality and as outlined in the policy approved by the Employer.

## **ARTICLE 27 - CONTRACTING OUT**

27.01 In the event that the Employer is considering the contracting out of work which is currently performed by members of the bargaining unit and would result in the reduction of the number of bargaining unit Employees or a reduction in the regular hours of work for bargaining unit Employees, the Employer shall notify the Union thirty (30) working days prior to issuing the request for proposal and tender. The Employer and the Union shall then commence meeting to discuss whether or not there are alternative options which could eliminate the contracting out of work or the necessity to have a lay-off.

27.02 There shall be no restriction of contracting out by the Employer of any work performed by any of the Employees covered by this Agreement. provided, however, that if any Employee is to be laid off as a direct result of such contracting out, the Employer undertakes the following:

- i) To make all reasonable efforts to find the Employee other employment with the Employer and which is acceptable to the Employee provided they are able to perform the said duties satisfactorily within a maximum of two (2) weeks’;

27.03 An Employee having been laid off under this Article may, after being laid off five (5) months, opt to accept the layoff as being permanent then, in which case, Article 10.05 (e) will not apply to the Employee. The decision of the Employee shall be in writing and presented to the Director, Parks, Recreation and Culture.

27.04 In the event of a lay-off or the elimination of a permanent or seasonal position within the bargaining unit the Employer will:

- i) provide the Union with no less than thirty (30) working days written notice of the elimination of a position(s).

27.05 Following the application of the provisions of this Article, if the Employer has not been able to place the employee, the employee may then be subject to layoff in accordance with the provisions of Article 10.

27.06 To grant such laid-off Employee severance pay at the rate of one and one-half (1½) weeks per year of service to a maximum of five (5) months’ severance pay, all at their then current rate plus continuance of their group Health, Dental and Life Insurance benefits for the same period.

## ARTICLE 28 – WORK OF THE BARGAINING UNIT

28.01 Employees excluded from the bargaining unit, with the exception of part time and student employees, or in cases where mutually agreed, shall not take on work normally performed by Employees of the bargaining unit.

## ARTICLE 29 – LONG SERVICE PAY

29.01 In recognition of the principle that a long service Permanent Employee is of increased value to the Employer through their acquired knowledge and experience, the Employer agrees to Long Service Pay in accordance with the following table:

From zero (0) to 4 years of service	\$30.00
From 5 to 9 years of service	\$60.00
From 10 to 14 years of service	\$120.00
From 15 to 19 years of service	\$180.00
From 20 to 24 years of service	\$240.00
From 25 to 29 years of service	\$300.00
After 30 years of service	\$360.00

29.02 This Long Service Pay shall be due on November 30th of each year by direct deposit to the active Permanent Employee and shall be calculated pro-rated from the dates of eligibility to November 30th.

### 29.03 **Definition of Active**

A Permanent Employee shall be eligible provided they have worked one-hundred and thirty (130) days within the current year that the Permanent Employee is eligible for Long Service Pay. Days worked shall include absence due to sick leave, short term disability and Workplace Safety and Insurance benefits.

29.04 On cessation of employment or retirement, a Permanent Employee shall not be entitled to Long Service Pay.

## ARTICLE 30 - AMALGAMATION, REGIONALIZATION AND MERGER PROTECTION

30.01 In the event the Employer merges or amalgamates with any other body. the Employer undertakes to ensure that:

i) Employees shall be credited with all seniority rights with new Employer;

- ii) All service credits relating to vacations with pay, sick leave credits and all other benefits shall be recognized by the new Employer;
- iii) All work and services presently performed by members of the Canadian Union of Public Employees shall continue to be performed by CUPE members with the new Employer;
- iv) Preference in location of employment in the merged Municipality shall be on the basis of seniority.

## **ARTICLE 31 - STANDBY**

- 31.01 The Employee who performs standby duty shall be paid at the rate of:
- 1) two (2) hours' pay per day for standby duty for weekdays,
  - 2) two and one-half (2 ½) hours' pay per day for standby duty for Saturday and Sunday; and
  - 3) three (3) hours' pay per day for standby duty on General holidays.
- 31.02 The schedule for standby duty shall be posted one (1) month in advance.
- 31.03 Where the Employer assigns standby, the standby duty shall be scheduled on a rotating basis to equally distribute weekends worked and scheduled off between qualified Employees. The Employee on standby will remain available to respond promptly to a call-out. General Holidays worked and scheduled off will be rotated year by year. For Example, an Employee scheduled to work Christmas one year will not be scheduled to work Christmas again, until all other Employees have worked Christmas. The same provisions would apply to all General Holidays.
- 31.04 Holiday week-ends are to be included in standby.
- 31.05
- a) Employees while on standby will keep an Employer provided portable communications device with them at all times outside of normal working hours.
  - b) The Employee designated for standby duty who is unable to perform such duties because of illness shall notify the Supervisor, to advise of their absence. The Supervisor will contact the next Employee in rotation on the standby list to ask them to perform the standby duties. If the Employee does not respond within ten (10) minutes, the Employee will be considered unavailable and the next Employee on the list will be called.
  - c) The Employee who called in their absence shall lose their stand-by pay for that day.
  - d) The Employee who accepted the standby duty shall complete the standby responsibilities for that day and for each subsequent day as may be required to backfill for the absence and shall be paid the stand-by premium for each day worked.

- e) While scheduled on stand-by, the Employee is required to be 'fit for work', available and able to respond promptly to a telephone call.
- 31.06 Where an Employee has transferred into a job classification within Schedule A from another job classification in Schedule A, the Employee may be scheduled for Stand-by (On-Call duty) in their new job classification, after demonstrating they have the necessary skills and abilities to address standby requirements as assessed by the Supervisor, no later than three (3) months from the date of transfer.
- 31.07 The Probationary Employee may be scheduled for Stand-by (On-Call duty) after three (3) months of employment if and when the Supervisor approves the Probationary Employee as having the necessary skills and abilities to address the on-call requirements.
- 31.08 The provisions of Article 31 apply to Permanent Employees and to Seasonal Employees, if the Employer assigns Seasonal Employee(s) to standby duties.

## **ARTICLE 32 – COST OF LIVING ALLOWANCE ("COLA")**

- 32.01 This cost-of- living allowance's provisions shall remain applicable from the ratification date of this Collective Agreement ("Agreement") to the expiration of this Agreement.
- 32.02 During the terms of this Agreement, a cost-of-living allowance will, if applicable, be paid to Employees as set out below.
- 32.03 The term "Consumer Price Index" (CPI) as used in this Article shall mean the Consumer Price Index- Canada, all items, as published by Statistics Canada (1986 = 100).
- 32.04 The formula for adjustment shall be one percent (1%) or portion thereof per hour for each one percent (1%) or portion thereof change in the CPI above the three and one-half percent (3½%), using the method outlined below.
- 32.05 Effective January 1, 2024 the cost-of-living allowance will apply after the CPI has increased by more than three and one-half percent (3½%) when compared with the "base amount" for the year, which "base amount" shall be the CPI published for the month of January 2024.
- 32.06 Where the criteria in Article 32 has been met, a cost-of-living allowance shall be calculated monthly and shall be paid in the month following the release of the publication of the CPI for the month which satisfied the criteria.
- 32.07 The cost-of-living allowance payments will discontinue for the months where the criteria in Article 32 no longer are met.
- 32.08 For greater clarity, the CPI "base amount" will reset each calendar year to the CPI value in effect as of January 1<sup>st</sup> for each year.

- 32.09 The amount of the cost-of-living allowance in effect at any time shall not form part of an Employee's applicable hourly rate. Such amount shall be paid only for hours actually worked by Employees actively engaged by the Employer and shall not be compounded for overtime or other premium pay purpose but shall be deemed to have been paid for on a straight time basis.
- 32.10 No adjustment retroactive or otherwise shall be made due to any revision that may later be made in the publication figures for the CPI for any month on the basis of which the allowance has been determined and paid.

## ARTICLE 33 – TERMS OF AGREEMENT

- 33.01 This Agreement shall be for a term of August 25, **2021**, and expiring on September 1, **2026** and from year to year thereafter unless either party gives such notice in writing to the other within the last three (3) months of the term of its desire to bargain with a view to the renewal, with or without modifications, of this Agreement or to the making of a new Agreement.

The Parties shall meet and commence bargaining within twenty (20) days of the receipt of such notice by the addressees thereof, or within such further period as may be agreed upon.

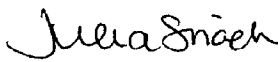
IN WITNESS WHEREOF the parties hereto have executed this Agreement.

Dated on this date of 24<sup>th</sup>, in June, 2024

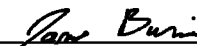
**Signed on behalf of the Corporation  
of the Municipality of Port Hope:**

  
\_\_\_\_\_  
~~Candice White, CAO~~ Candice White, CAO

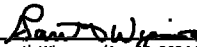
  
\_\_\_\_\_  
Shannon Jones, Manager, Human Resources

  
\_\_\_\_\_  
Julia Snoek, Director


**Signed on behalf of the Canadian  
Union of Public Employees and its  
Local 749-02:**

  
\_\_\_\_\_  
James Barrie (Aug 17, 2024 10:50 EDT)

James Barrie

  
\_\_\_\_\_  
Garreth Wigmore (Aug 19, 2024 06:38 EDT)

Garreth Wigmore

  
\_\_\_\_\_  
Dennis Buckley (Aug 19, 2024 20:00 EDT)

Dennis Buckley, President

  
\_\_\_\_\_  
Helen Gibb-Gavel (Aug 19, 2024 20:48 EDT)

Helen Gibb-Gavel, National Representative

## SCHEDULE A – WAGES/COMPENSATION

	Wage increase percentage applied to Job Rate (Step 3), each Step below is 5% less.				
<b><u>Permanent Employee Job Classification</u></b>	<b>Step 1 (90%)</b>	<b>Step 2 (95%)</b>	<b>Step3 (Job Rate)</b>	<b>Effective January 9, 2025 (3%)</b>	<b>Effective January 1, 2026 (3%)</b>
Cemeteries Operator	28.28	31.42	33.07	34.06	35.08
Facilities Operator	28.28	31.42	33.07	34.06	35.08
Parks Operator	28.28	31.42	33.07	34.06	35.08
<b><u>Seasonal Employee Job Classification</u></b>					
Cemeteries Maintenance	19.33	20.41	21.48	22.12	22.79
Parks Maintenance	19.33	20.41	21.48	22.12	22.79

- A Permanent Employee with less than one (1) year of service or a Seasonal Employee with less than two thousand and eighty (2080) hours work with the Employer shall be paid ninety percent (90%) of the hourly wage in their job classification (wage Step 1).
- A Permanent Employee with one (1) year of service and less than two (2) years of service with the Employer, or a Seasonal Employee with more than two-thousand and eighty (2080) hours but less than four-thousand one hundred and sixty (4160) hours, shall be paid ninety-five percent (95%) of the hourly wage in their job classification (wage Step 2).
- A Permanent Employee with two (2) or more years of service with the Employer, or a Seasonal Employee with more than four-thousand one hundred and sixty (4160) hours, shall be paid one-hundred percent (100%) of the hourly wage in their job classification (wage Step 3-Job Rate).
- Probationary Employees and Temporary Employees shall be paid ninety percent (90%) of the Job Rate
- Annual wage increases will be administered in the first pay period of the year.

**PAY EQUITY PLAN  
FOR  
CUPE LOCAL 749-02 (“Union”)**

**AND THE CORPORATION OF THE MUNICIPALITY OF PORT HOPE  
 (“Employer”)**

Whereas the *Pay Equity Act* requires the evaluation and comparison of female dominated job classes in a Bargaining Unit to male dominated job classes of comparable value;

And Whereas the Union and Employer have confirmed the gender dominance for all job classes in the CUPE Local 749-02 Bargaining Unit;

Now Therefore the Parties agree as follows:

**1. The Establishment**

This Pay Equity Plan applies to all CUPE Local 749-02 employees employed by the Employer and who are represented by the Union effective the certification decision date of September 15, 2021.

For Pay Equity purposes the “establishment” is the Municipality of Port Hope, in the province of Ontario.

**2. Job Classes in the Bargaining Unit covered by this Plan:**

The male-dominated job classes are:

- Parks Operator
- Cemeteries Operator
- Facilities Operator
- Parks Maintenance
- Cemeteries Maintenance

There are no female dominated or gender-neutral job classes in the Bargaining Unit.

**3. Pay Equity Impacts**

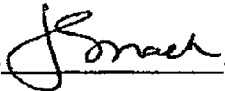
The Local 749-02 Bargaining Unit consists entirely of male-dominated job classes. As there exist no female dominated job classes within the bargaining unit having regard to the statutory criteria under the *Pay Equity Act*, no further steps are required.

**4. Further Information**

For further information, please contact:  
Manager, Human Resources  
Municipality of Port Hope

**5. Signatures**

**Signed on Behalf of the Employer:**


 \_\_\_\_\_

Julia Snoek  
Director, Parks Recreation and Culture

\_\_\_\_\_  
March 26, 2024

Date

**Signed on Behalf of the Union:**

 \_\_\_\_\_

Dennis Buckley  
CUPE 749 President

\_\_\_\_\_  
March 26/24

Date

LETTER OF UNDERSTANDING  
between

THE CORPORATION OF THE MUNICIPALITY OF PORT HOPE  
hereinafter called "*The Employer*"  
and  
THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL NUMBER  
749.02  
hereinafter called "*The Union*" herein after called "*the parties*"

Effective February 12, 202<sup>4</sup><sub>3</sub> (date of signing) and for the duration of the Collective Agreement.

**Heat and Cold Exposure**

That parties agree to meet within 30 days of signing of this Letter of Understanding and as frequently as necessary to jointly develop and implement a heat and cold exposure program for members of the bargaining unit. The program would include, but not be limited to, a hazard/risk assessment and an exposure control plan that provides information and instruction for workers. The assessment will consider, but not be limited to, risks to individuals when working alone, snow removal, equipment used, the job duties in different weather conditions such as wind/snow, temperature/wind/chill, extreme heat and heat alerts etc., and the risks for individual workers, (i.e. who may have conditions that are impacted by severe heat or cold temperatures). The parties agree that this letter of understanding shall be subject to the grievance procedure.

The Committee will be comprised of:

- up to four (4) representatives for the Employer
- up to four (4) representatives for the Union which can include the assistance of the CUPE National Representative and the CUPE National Health and Safety Representative at the meetings.

**Signed on behalf of the Employer:**

Julia Snoek

Julia Snoek  
Director, Parks Recreation and Culture

February 12, 2024

Date

**Signed on behalf of the Union:**

Dennis Buckley

Dennis Buckley  
President, CUPE Local 749

Feb 12/24

Date



## **Letter of Understanding – Trial of 10 hour Shifts**

### **BETWEEN:**

**The Corporation of the Municipality of Port Hope  
(hereinafter referred to as the "Employer")**

**- and -**

**The Canadian Union of Public Employees and its local 749-02  
(hereinafter referred to as the "Union")**

**Effective August 2024 to April 2025**

### **RE: 10 hour shifts– Effective dates and Hours of work**

The parties agree to implement the attached 10 hour shift work schedule, without prejudice or precedent, for Permanent Employees in the Facilities Division, when Ice Operations are in effect.

This Letter of Understanding (LOU) is considered a trial for 2024-25 Ice operations and as such, the terms herein supersede the existing Hours of Work for the Facilities Division as detailed in the Collective Agreement

Notwithstanding Article XX- Hours of Work for Permanent Employees in the Facilities Division, subject to the Director's approval with respect to meeting operational, legislative and safety requirements, the '10 hour shift' schedule shall be implemented during ice operations and are to be in effect between August 2024 to April 2025 as follows:

- Day Shift: ten (10) hours per day 7:00 a.m. to 5:30 p.m. excluding a half (1/2) hour unpaid lunch period.
- Afternoon shift: ten (10) hours per day 1:30 p.m. to 12:00 a.m. excluding a half (1/2) hour unpaid lunch period.

For 10 hour shifts, each Permanent Employee shall be scheduled for four (4) days per week, Saturday to Friday, with both day and afternoon shifts. The schedule may be adjusted from time to time in order to meet operational needs, legislative, vacation, holiday and safety requirements, with 2 weeks advance notice.

Employees will select their schedule (e.g., Operator A, B...) in order of seniority. Employees shall be permitted to trade shifts within the pay period and where no overtime will be accumulated. Trading of shifts requires permission by the Supervisor prior to the date of the trade. This request shall be sent by the Employee via email as a request to their Supervisor with a minimum of 48 hours advance notice, unless in emergency circumstances.

**General Holidays:**

The number of hours paid on a holiday (as agreed to in Article xx- General Holidays) is considered to be equivalent to the Permanent Employee's standard workday (i.e. 8 hours per day). Therefore, half day holidays (i.e. 1/2 day on Christmas Eve) would account for 4 hours.

Permanent Employees working a 10 hour shift schedule may use vacation or lieu time, or work additional hours (at regular, non-overtime rates) on other days within the same pay period, to make up the difference between the standard workday hours that are paid on a general holiday, and the hours of their scheduled shift. Example: 2 hours vacation or lieu to be used for an employee to be paid for their ten (10) hour shift on a general holiday.

Where a holiday falls on a non-working day for a Permanent Employee, they shall bank 8 hours paid time off. This time is to be taken within three (3) months after the holiday, or no later than twelve (12) months after the holiday, where mutually agreed.

**Overtime**

Notwithstanding Article XX- Overtime, for Employees working a 10 hour shift schedule, all time worked in excess of ten (10) hours per day will be paid at one and a half times (1.5 x) the regular rate of pay. The provision in the Collective Agreement for hours worked beyond eight (8) hours per day does not apply. Overtime rates shall apply where hours worked exceeds forty (40 hours) in the same pay week.

**Review and Termination of Trial**

The 10 hour shifts trial does not apply to work schedules outside of the Ice Operation season.

During the term of this Letter of Understanding, the parties agree to meet, as frequently as necessary, to discuss and resolve issues that may arise. Changes to the shift schedule and/or this Letter of Understanding may be made by mutual agreement of the parties.

This trial will be reviewed in May 2025 and by mutual agreement of the parties, additional dates may be established with an updated LOU.

**SIGNED ON BEHALF OF**

**THE CORPORATION OF THE MUNICIPALITY OF PORT HOPE**

Julia Snbek  
Julia Snbek  
Director, Parks, Recreation and Culture

February 22, 2024  
Date

**SIGNED ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 749-02 (UNION)**

Dennis Buckley  
Dennis Buckley  
CUPE President

Feb 22/24  
Date

# Agreed to Articles: as of July 12, 2023

**The Corporation of the Municipality of Port Hope (Employer)**

**and**

**Canadian Union of Public Employees and its Local 749.02 (Union)**

The parties agree that the article numbers and formatting are tentative and may be changed by mutual agreement of the parties. The wording agreed to herein is made without prejudice or precedent and the Employer and the Union may, by mutual agreement, amend, delete or modify wording prior to signing the final Memorandum of Settlement.

## **LETTER OF UNDERSTANDING – CONFIRMATION OF EMPLOYEE’S SENIORITY**

No later than thirty (30) days following ratification of the Collective Agreement, the Employer shall establish for each Employee their seniority and shall notify each Employee in writing of such.

Following notification, an Employee may in conjunction with the Local Union President, or designate, challenge such seniority if they have sufficient documentation to support such challenge.

In the event of such challenge, the Local Union President or designate will email or write to the Manager, Human Resources within sixty (60) working days of the Employee's receipt of their seniority information, requesting a meeting with the Manager, Human Resources to review the Employer's information and the documentation provided by the Employee and render a decision in writing.

Where the matter is still not resolved, the Union may file a grievance at step 3 within ten (10) working days of receiving the decision of the Manager, Human Resources.


### **SIGNED ON BEHALF OF**

#### **THE CORPORATION OF THE MUNICIPALITY OF PORT HOPE**

  
\_\_\_\_\_  
Julia Snook  
Director, Parks, Recreation and Culture

March 26, 2024  
\_\_\_\_\_  
Date

### **SIGNED ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 749-02 (UNION)**

  
\_\_\_\_\_  
Dennis Buckley  
CUPE President

March 26/24  
\_\_\_\_\_  
Date