

**COLLECTIVE AGREEMENT**

**BETWEEN:**

**THE CORPORATION OF THE TOWNSHIP OF  
WELLINGTON NORTH**

**- AND -**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 255.11**

**(July 1, 2024 - June 30, 2026)**

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## **ARTICLE 1 - PURPOSE**

- 1.1 It is the purpose of both parties to this Agreement:
- 1) To establish and promote a good relationship between the Employer and the Union and to provide settled and just conditions of employment;
  - 2) To encourage and improve efficiency in operations and delivery of services to the public without interruption or interference with work;
  - 3) To secure prompt and fair disposition of grievances.

## **ARTICLE 2 - RECOGNITION**

- 2.1 The Employer recognizes the Canadian Union of Public Employees and its Local 255 as the bargaining agent of all employees of the Corporation of the Township of Wellington North in Wellington North, save and except Supervisor, persons above the rank of Supervisor, persons regularly employed for not more than twenty-four (24) hours per week and students employed during the school's vacation period, and persons employed for a definite term or task.
- 2.2 Persons employed for a definite term or task shall be deemed to mean persons employed for a definite term or task of up to six (6) months duration. Discharge, discipline or layoff of a person employed for a definite term or task shall not be subject to the grievance procedure.

## **ARTICLE 3 - MANAGEMENT RIGHTS**

- 3.1 The Union acknowledges that it is the exclusive function of the Corporation to:
- (a) maintain order, discipline and efficiency;
  - (b) hire, retire, discharge, classify, transfer, assign duties, direct, promote, demote, layoff and suspend or otherwise discipline employees for just cause; and
  - (c) generally to manage the interests of the Corporation and without restricting the generality of the foregoing, the kinds and locations of equipment, machines and tools to be used, the services and level of service to be delivered, the scheduling and methods of meeting service requirements, the allocation and the number of employees required from time to time;
  - (d) formulate and amend from time to time reasonable rules and regulations to be observed by employees;

- (e) introduce new improved methods, facilities and equipment.
- 3.2 The Employer agrees that it will not exercise its Management Rights in a manner inconsistent with the terms of this Agreement.

#### **ARTICLE 4 - REPRESENTATION**

- 4.1 The Union membership shall elect three (3) stewards, together with an alternate steward, each of whom shall have attained seniority. The names of the stewards shall be given to the Corporation, in writing, and the Corporation shall not be required to recognize any such steward until it has been so notified. Union Stewards shall not suffer any loss of regular pay or benefits during negotiations with the Employer up to “and including” conciliation.
- 4.2 It is understood that the steward has their regular work to perform and that if it is necessary for them to service a grievance during working hours, they will not leave their work without first obtaining the permission of their immediate supervisor. Such permission shall not be unreasonably denied. In obtaining such permission, the steward shall state their destination and reason to their immediate supervisor and report again to them at the time of their return to work.
- 4.3 For the purpose of negotiations between the parties, the Corporation shall recognize a negotiation committee of the Union to be composed of not more than three (3) employees.
- 4.4 The negotiation committee shall be entitled to have present and be represented by a representative of the Canadian Union of Public Employees at all negotiation meetings between the Union and the Corporation.
- 4.5 Representatives of the Union shall not suffer any loss of regular pay or benefits for negotiations with the Employer up to and including conciliation.
- 4.6 The Union and the employees shall not engage in Union activities during working hours or hold meetings at any time on the premises of the Corporation.
- 4.7 On the request of either party, the parties shall meet at least once every two months until this Agreement is terminated for the purpose of discussing issues relating to the workplace which affect the parties or any employee bound by this Agreement.

## **ARTICLE 5 - GRIEVANCE**

5.1 The parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances concerning the application or alleged violation of the agreement as quickly as possible.

5.2 No grievance shall be considered where the circumstances giving rise to it occurred or originated more than five (5) full working days before the filing of the grievance.

5.3 Grievances properly arising under this Agreement shall be adjusted and settled as follows:

**Step One** (a) The aggrieved employee, with their steward, shall present their grievance in writing to their immediate supervisor. The immediate supervisor shall give their decision within two (2) working days following the presentation of the grievance to them. If the immediate supervisor's decision is not satisfactory to the employee concerned, then the grievance may be presented as follows;

**Step Two** (b) Failing satisfactory settlement of the grievance at Step One, the employee concerned, together with the steward, shall submit the grievance in writing to the Administrator, who shall render Chief Administrative Officer's written decision within ten (10) working days. The Union may have the assistance of a representative of the Canadian Union of Public Employees.

(c) A written grievance shall bear the name(s) of the grievor(s), the nature of the grievance, the article(s) alleged to be violated, the corrective measures suggested as remedy and the date. The grievance must be signed by the steward or alternate and the grievor.

(d) Failing satisfactory settlement of the grievance at Step Two, the grievance may be referred in writing by either party to a Board of Arbitration at any time within ten (10) working days after the decision is given under Step Two, or should have been given. If no such written request for arbitration is received within the time limits, then it shall be deemed to have been abandoned.

- (e) No matter shall be submitted to arbitration if it has not been properly carried through all the required steps of the grievance procedure.
- 5.4 Where a dispute involving a question of general application or interpretation occurs, the Union shall file grievance to be initiated at Step Two of the grievance procedure
- 5.5 Prior to any grievance proceeding to arbitration the parties agree to use the services of a Grievance Mediator. The costs of this service shall be shared equally by the parties. Failing a satisfactory settlement in this process either party reserves the right to proceed to arbitration.

## **ARTICLE 6 - ARBITRATION**

- 6.1 When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail addressed to the other party of the Agreement under the provisions of Section 48 or 49 of the Labour Relations Act of Ontario, 1995 as amended from time to time, which shall be attached as Schedule "B" to this Agreement.
- 6.2 The Board of Arbitration shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.
- 6.3 Each of the parties to this Agreement will bear the expenses of the arbitrator appointed by it and the parties will jointly bear the expenses, if any, of the Chairman.
- 6.4 The time limits fixed in both the grievance and arbitration procedure may be extended only by consent in writing of the parties to this Agreement.

## **ARTICLE 7 - DISCHARGE CASES**

- 7.1 A claim by an employee, who has completed their probationary period, that he has been unjustly discharged, shall be treated as a grievance at Step Two within five (5) working days after the discharge is effected. Such grievance shall be settled under the Grievance or Arbitration procedure.

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

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

## **ARTICLE 9 - WAGES**

9.1 Schedule "A" attached is hereby made part of this Agreement. Wages shall be paid on a bi-weekly basis and all deductions shall be itemized on the pay slip.

9.2 The Schedule "A" job classification and wage grid is an increment system recognizing years of service. The increment system has the following considerations:

1. Probation means the "probationary period" as defined in Article 13.2 for new hire employees; or
2. Probation means a four (4) week trial period for employees who hold seniority rights that transfer job classifications in Schedule "A" in accordance with Article 13.11.
3. After the probationary period, employees shall move to Step 1 and remain at that step until they complete one (1) year of active service.
4. After Step 1, employees shall move to Step 2 and have reached job rate for the job classification.
5. At the Corporation's discretion, employees may be hired above the probationary step into a higher pay step, up to step 1 with previous relevant years of municipal experience.

## **ARTICLE 10 - HOURS OF WORK AND OVERTIME**

- 10.1 (a) The normal work week for Works Department employees shall be forty (40) hours per week. The normal daily schedule shall be eight (8) hours of work. Monday to Friday exclusive of an unpaid half-hour lunch period.
- (b) The normal work week for Office employees shall be thirty-five (35) hours per week. The normal daily schedule shall be seven (7) hours of work. Monday to Friday exclusive of an unpaid one-hour lunch period.
- (c) The normal work week for Recreation Service Department employees shall be forty (40) hours per week. The normal daily schedule shall be eight (8) hours of work exclusive of an unpaid half-hour lunch period. Except when operationally unable, employees may leave the recreation facility during their unpaid half-hour lunch period. Weekend and evening hours are a requirement within the Department.
- 10.2 All authorized work performed in excess of the normal work week as defined in Article 10.01 above will be paid at the rate of time and one half for each hour worked, with the exception of Sunday for which the rate of two times each hour worked applies.
- 10.3 There will be two (2), fifteen (15) minute break periods allowed each day; one in the forenoon and one in the afternoon.
- 10.4 An employee who is called in to work outside of their regular scheduled hours, not immediately prior to their next scheduled shift, shall be compensated for a minimum of three (3) hours at the overtime rate.
- 10.5 An employee required to work twelve (12) consecutive hours without a break of one hour shall receive a meal allowance of fifteen (\$15.00) dollars.
- 10.6 Employees who are required by the Transportation Manager, or the Environmental Services and Development Manager, or the Recreation Manager to be on standby/on-call shall be paid their hourly rate for one hour each day the employee is required.

## **ARTICLE 11 - STATUTORY AND DECLARED HOLIDAYS**

11.1 The following holidays, regardless of when they fall, will be granted to all employees: New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving, Remembrance Day, Christmas Day and Boxing Day. If the holiday falls on a non-working day, the Employer shall designate a working day as the holiday.

Additional holidays to be two (2) float days and to be scheduled by Corporation upon consultation with parties.

11.2 To qualify for statutory and declared holidays with pay, an employee must fully work their last scheduled shift immediately before or their first scheduled shift immediately after the holiday, unless absent through prior permission of the Corporation. Such prior permission shall not be unreasonably withheld.

11.3 Any employee required to work on a statutory and declared holiday as defined in Article 11.1 shall be compensated for all authorized work performed on such holidays at the rate of double time (2 times) the time worked, in addition to their regular pay.

## **ARTICLE 12 - VACATIONS**

12.1 (a) Employees who, as of January 1 of the current year, meet the service requirement shall be granted vacation entitlement as follows:

After one (1) year of continuous service - 3 weeks;

After six (6) years of continuous service - 4 weeks;

After fourteen (14) years of continuous service - 5 weeks;

After nineteen (19) years of continuous service - 6 weeks;

After twenty-four (24) years of continuous service – 1 additional day per year and each year thereafter to a maximum of ten (10) days;

### **EFFECTIVE JANUARY 1, 2017**

Vacations shall not be normally accumulated or waived, but must be taken within the current calendar year. At its sole discretion, the Corporation may allow all or part of an employee's vacation entitlement to be carried forward one year.

- (b) An employee who leaves the employment of the Corporation, for any reason, or has less than 1 year of continuous service as of December 31 of each year, shall receive vacation pay in accordance with the Employment Standards Act.
  - (c) The Corporation and the Union agree that employees will earn vacation entitlement and be paid vacation pay on earnings on a current year basis. Employees who are absent from work for any reason, with the exception of vacation, during the period of January 1 to December 31 in which vacation entitlement is earned, shall be paid vacation on a pro-rata basis.
- 12.2 Choice of vacation dates shall be governed according to seniority within the department subject to the requirement to maintain efficient operation in the department in question. Employee will have the option to use sick time to cover this time away from work.
- 12.3 In the event that a statutory or declared holiday falls within the vacation period of an employee, their vacation shall be extended by an extra day.
- 12.4 When, during their vacation, an employee is confined to hospital, they shall be entitled to take their vacation or part thereof which has been displaced at another time mutually agreed upon. An employee may be required to provide acceptable documentation prior to returning to work.
- 12.5 "Continuous Service" is defined as length of service in the employ of the Corporation, but does not include authorized or unauthorized absences from work with the Corporation.

**ARTICLE 13 - SENIORITY**

- 13.1 Seniority as referred to in this Agreement shall mean length of service with the Corporation from the date of last hiring into the bargaining unit by the Corporation, save and except the employees listed below shall have their seniority based on their service with the Corporation prior to the amalgamation on January 1, 1999.

<b>EMPLOYEE NAME</b>	<b>SENIORITY (m/d/y)</b>
Glen Lehman	04/12/97
James Edwin White	12/14/98

- 13.2 An employee will be considered on probation for the first four (4) months and will have no seniority rights during that period. After five (5) months of service, their seniority shall date back to the day on which their employment began. The dismissal, layoff or failure to recall after layoff of a probationary employee shall not be the subject of a grievance.
- 13.3 Seniority lists will be revised each twelve (12) months. A copy of the list will be posted and a copy given to the Union. If an employee does not challenge the position of their name on the seniority list within the first twenty (20) working days from the date their name first appeared on a seniority list, then they shall be deemed to have proper seniority standing. If a term/task employee successfully attains a permanent position after a minimum 12 months of service with the Township as a term/task employee, they will earn up to a maximum 12 months' seniority within the Union. No retroactivity will apply.
- 13.4 Promotion, job posting, layoff and recall from layoff shall be based upon the following factors:
- (a) seniority;
  - (b) skill, ability and qualifications.

Where the requirements in factor (b) are in the opinion of the Corporation equal, seniority shall govern.

- 13.5 Seniority shall terminate and an employee shall cease to be employed by the Corporation when he:
- (a) voluntarily quits their employment with the Corporation; where the Employee does not give notice of intent to rescind resignation within 72 hours.
  - (b) is discharged and is not reinstated under the provisions of this Agreement;
  - (c) is off the payroll for the lesser of the employee's seniority or 24 months;
  - (d) fails to report for work within five (5) working days after being notified by the Corporation by registered mail to their last address on record following a layoff;
  - (e) fails to return to work upon termination of authorized leave of absence, unless request for extension has been communicated to the Corporation in writing. Such request for extension may be granted for reasons satisfactory to the Corporation;

- (f) accepts employment while on leave of absence;
  - (g) retires;
  - (h) is absent from work for five (5) working days or more without providing a valid reason acceptable to the Corporation.
- 13.6 No employee shall be transferred to a position outside the bargaining unit without their consent. If an employee is transferred to a position outside of the bargaining unit, they shall retain their seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority. Such employee shall have the right to return to a position in the bargaining unit during their trial period, which shall be a maximum of sixty (60) days. If an employee returns to the bargaining unit, they shall be placed in a job consistent with their seniority. Such return shall not result in the layoff or bumping of an employee holding greater seniority.
- 13.7 It shall be the duty of each employee to notify the Corporation promptly of any change in address and telephone number. If an employee fails to do this, the Corporation will not be responsible for failure of a notice to reach such employee.
- 13.8 When a vacancy occurs or a new position is created, the Employer shall post notice of the position on all bulletin boards for a minimum of one (1) week in order that all members will know about the position and be able to make written application.
- 13.9 Such notice shall contain the following information: nature of position, qualifications, required knowledge and education, skills, shift, wage or salary rate or range. In filling job vacancies, including promotions, transfers and new positions, the job shall be awarded on the basis of the criteria specified in Article 13.4.
- 13.10 A minimum of three (3) weeks' notice of layoff shall be given or pay-in-lieu thereof.
- 13.11 The successful applicant for a posted job vacancy shall be given a four (4) week trial period to determine the suitability of the position to them and the Employer's satisfaction with their performance. If the employee is not suited or satisfactory, they shall be returned to their former position and wage rate without loss of seniority.

Any other employee affected by this rearrangement of positions shall be returned to their former position and wage rate without loss of seniority.

13.12 A layoff shall be defined as a reduction of the work force.

13.13 Contingency Plan for Water and Sewer Services and Transportation Services

The parties agree that prior to the commencement of a work stoppage; they will negotiate and agree to a contingency plan for the provision of water and sewer services or transportation services.

**ARTICLE 14 - LEAVE OF ABSENCE**

14.1 The Corporation may grant leave of absence without pay and without loss of seniority to an employee. All requests for such leave of absence shall be in writing as far in advance as practicable and the Corporation agrees to confirm or deny the request for such leave as soon as possible. Such leave shall not adversely affect the efficiency of operation and delivery of service.

14.2 In the event of a death in the family of an employee covered by this Agreement, the Corporation agrees to grant time off including the day of the funeral, and to make up the employee's regular pay (exclusive of any premium) for any absence not to exceed five (5) working days.

All bereavement leave is to be taken within five (5) calendar days before or after the day of the funeral. Additional unpaid leave of absence for bereavement purposes may be granted upon request.

Five (5) consecutive paid working days leave of absence for an immediate family member - Spouse, Child, Mother, Father, Brother, Sister, Mother-in-Law, Father-in-Law, Common-Law Spouse, Step-Child, Step-Mother, Step-Father, Step-Brother, Step-Sister.

Two (2) consecutive paid working days leave of absence for an immediate family member - Grandfather, Grandmother, Grandchild, Aunt, Uncle, Sister-in-law, Brother-in-law, Niece, and Nephew (includes common-law, in-law and step relations).

One (1) day paid leave of absence for a First Cousin, or for the purpose of being a pallbearer.

One half (1/2) day paid leave of absence for the purpose of attending the funeral of a fellow employee.

Bereavement leave, which falls on a paid holiday or vacation period, shall not be counted as part of the holiday or vacation.

- 14.3 The Corporation agrees to grant leave of absence without pay and without loss of seniority for union business to not more than two (2) employees selected by the Union to attend conventions or conferences. The cumulative total of leave of absence granted under this section shall not exceed eight (8) working days in any calendar year. Requests for such leave of absence shall be made in writing at least three (3) weeks in advance of such leave. The Corporation agrees to confirm or deny the request for such leave of absence within five (5) calendar days of receipt of the request. A request for such leave shall not be unreasonably denied. An employee shall receive the pay and benefits provided for in this Agreement when on unpaid leave of absence for union business or conventions. However, the Union shall reimburse the Employer for all pay and benefits received for the period of absence.
- 14.4 Each employee shall be entitled to pregnancy and parental leave in accordance with the provisions of the Employment Standards Act, as amended.
- 14.5 An employee required to serve as a juror or crown witness shall be granted a leave of absence without loss of seniority and shall be entitled to receive for each day of absence the difference between their regular straight time rate for all hours lost and the amount of fee received, provided the employee furnishes the Corporation with proof of service showing the amount of fee received.

## **ARTICLE 15 - EMPLOYEE BENEFITS**

- 15.1 Each employee shall be provided with a Comprehensive Group Insurance Plan that provides for Life Insurance, Extended Medical, Long-Term Disability Benefit and Weekly Indemnity Benefit.

The Comprehensive Plan will provide the following benefits:

Extended Medical Benefits - including Semi-private hospitalization, Drug benefit and Dental plans;

Life Insurance and Accidental Death – 2x Annual Earnings;

Weekly Indemnity - 85%; \$1,000.00

Long-term Disability.

Benefit amount – 75% of monthly earnings to a maximum of \$6000.00.

- 15.2 Subject to Article 15.3, the Corporation will pay 100% of premiums for the current benefit plans.

Extended Health Care:

- Chiropractor - \$500.00 yearly - \$0.00 deductible
- Physio - \$500.00 yearly - \$0.00 deductible
- Massage - \$700.00 yearly - \$0.00 deductible
- Increase Psychologist benefits to include Registered Social Worker and Psychotherapist as eligible practitioners
- Vision Care \$600.00 - \$75.00 for eye examination every twenty-four (24) months

15.3 An employee to be placed on layoff with the right to recall may have the option to elect to continue their benefit coverage as provided in Article 15.1, excluding Weekly Indemnity and Long-term Disability, at their own cost. Such election must be made in writing to the Administrator prior to the layoff. Payment for benefit premiums must be made monthly in advance to the Corporation otherwise the benefit coverage shall be terminated by the Corporation.

15.4 Every employee shall join the Ontario Municipal Employees' Retirement System, except those presently employed who have opted out of the system. The Corporation and the employees shall make contributions in accordance with the provisions of the Plan.

15.5 The Corporation reserves the right to change the carrier of any of the benefit plans provided that the level of coverage is not decreased. Notice of such changes will be communicated to the Union prior to change. The Union will be provided with an opportunity for comment. Such comments will be provided within five (5) working days or such longer period as may be mutually agreed between the parties.

15.6 Benefits for Retirees

The Corporation will continue coverage for retired employees provided the retired employee pays 100% of the premium cost. The Corporation will bill the retired employee quarterly (each and every year), in advance, at the last address provided to the personnel department for 100% of the premium costs of the benefits provided. In the event of payment not received by the Corporation, as specified in the billing, all benefits will be cancelled forthwith and eligibility for future coverage will cease. It will be the retired employee's responsibility to ensure that the Corporation has a correct billing address at all times. This provision will be provided to retirees only if they can demonstrate that they have no other means of access to the above benefit coverage.

15.7 Benefits for Employees Age 65 to 70 who continue to work.

**Extended Health and Dental Benefits:**

- Short Term Disability
- Life Insurance 1X salary
- Out of Province Coverage:  
Employees who want this coverage would have to absorb the premium of the variance between the regular cost and the benefit for employees under age 65 and the cost of over 65.

15.8 Effective January 1, 2020, and employee covered by the Agreement, upon completion of their probationary period, shall be eligible for eight (8) days of sick and emergency leave in a calendar year, which is not cumulative. Sick and emergency leave days will be prorated in the first year of employment after completion of their probationary period and in the final year of employment.

A maximum of (4) unused sick and emergency leave days in a year can be carried over to the next calendar year. The sick and emergency leave bank is capped at twelve (12) days each year, which includes the annual sick and emergency allotment and carry-over. It is recognized that sick and emergency leave days have no cash value and are lost when fulltime employment with the Township ends.

Employees may use sick and emergency leave days for medical appointments, sick time and family responsibilities. For clarity purposes, medical appointments, sick time and family responsibilities applies to an employee and their spouse, parents (including parent-in-law), children and a relative of the employee who is dependent on the employee for care. Approved absences under the sick and emergency leave entails absences for *essential* personal and family obligations, which includes illness, injury, attending medical appointments, emergency childcare responsibilities and court related to family matters. Under no circumstances may employees use sick and emergency leave days to supplement their vacation or tend to non-essential activities (e.g. sporting events, banking, school plays and ceremonies, family reunions and celebrations, gym attendance etc.) Employees must seek consultation with management should there be concerns if a situation would be considered an approved use of sick and emergency leave.

An employee's return to work after sick leave will be conditional on them supplying at their cost, when requested, a certificate from a physician verifying the dates of absence and that they are fully recovered from the sickness which caused their absence. Employees who are absent due to illness lasting longer than three (3) days will work with Human Resources to determine if illness should be routed through short-term disability.

## **ARTICLE 16 - GENERAL**

- 16.1 Correspondence arising under the provisions of the Agreement shall be in writing and shall be sufficient if sent by mail addressed, if to the Union, to the Steward of Local 255, and if to the Corporation, to the Administrator.
- 16.2 The Corporation agrees to provide each employee covered by this Agreement with a copy of the present collective agreement.
- 16.3 The Corporation will provide a bulletin board for each department for the purpose of posting notices regarding meetings and other matters restricted to Union activity. Before posting, such notices must be signed by both the Administrator and the Union Officer.
- 16.4 Where the Corporation has determined that a new classification is required, the Corporation will inform the Union about the new classification and the parties shall discuss the wage rate. Should there be no agreement on the rate; the matter may be referred by either party to arbitration.

The Board of Arbitration established to rule on the grievance shall be restricted solely to determining the appropriateness of the wage rate as applicable to other related rates within the bargaining unit.

- 16.5 Where working days are referred to throughout this Agreement, they shall be deemed to be all days other than Saturday, Sunday or recognized Statutory Holidays.
- 16.6 Storm Closings/Storm Days-Office Staff-Kenilworth Location

The Kenilworth office location will remain open notwithstanding inclement weather. If an employee is unable to make it into work due to adverse weather conditions, the employee will have the opportunity to make up the lost time in the following two-week period subject to approval by the Department Head. If the employee is unable to make up the time, they will not be paid for the time lost and such time will be charged against the employee's annual vacation allotment or accumulated time in lieu or be deducted from that pay period.

## **ARTICLE 17 - UNION SECURITY**

- 17.1 All present employees covered by this Agreement may become and shall remain members of the Union. New employees of the Corporation covered by this Agreement shall become members in the Union upon successful completion of probation.
- 17.2 Pursuant to Section 47 of the Labour Relations Act, the Corporation agrees to deduct from every employee covered by this Agreement, monthly dues as designated in writing by the Union. The total amount of said dues shall be forwarded to the Treasurer of the union monthly, accompanied by a list of employees from whose wages the deductions have been made.
- The Union shall advise the Corporation of the amount of Union dues to be deducted from every employee covered by this Agreement and of any changes in the amounts from time to time. The Union shall advise the Corporation, in writing, of the name and address of the Treasurer of the Union, and of any change from time to time.
- 17.3 At the same time that Income Tax (T4) slips are made available, the Employer shall type on the amount of Union dues paid by the employee in the previous year.

## **ARTICLE 18 - CLOTHING ALLOWANCE**

- 18.1 Once annually, the Employer will reimburse each Works Department and Recreation employee for the purchase of safety boots up to a maximum of three hundred dollars (\$300.00) upon presentation of a receipt for proof of purchase at ratification of this Agreement.
- Once annually, the Employer will reimburse each Works employee for clothing allowance up to a maximum of three hundred and fifty dollars (\$350.00) upon presentation of a receipt for proof of purchase.
- 18.2 It is understood by all Union Employees that they must wear all appropriate safety equipment as required by the *Occupational Health and Safety Act* or any successor legislation or as directed by their Supervisor. Failure to wear safety equipment in accordance with instructions may result in disciplinary action.

## **ARTICLE 19 – LEGISLATIVE CONSIDERATIONS**

19.1 The parties recognize the need for a safe workplace free from the effects of alcohol and drug use, along with employees being fit for duty. To that end, employees agree to comply with the Drug and Alcohol policy.

### **DRUGS AND ALCOHOL**

#### **PURPOSE:**

To prohibit the use of and/or possession of drugs and/or alcohol by an employee while on duty and further to prohibit an employee who is under the influence of drugs and alcohol from performing work and to restrict the employee's presence in the workplace.

And to further prohibit the storage and/or consumption of alcohol on Township of Wellington North property.

#### **DEFINITION:**

For the purpose of this policy, drugs and/or alcohol are defined as any substance capable of affecting a person to the point where physical and/or mental control is diminished.

#### **POLICY STATEMENT:**

An employee is not permitted to, consume, possess or be under the influence of drugs or alcohol while on duty. An employee who reports for work under the influence of drugs or alcohol will be refused admittance to the workplace and will not be paid for time lost.

An employee who is found to be under the influence of drugs or alcohol while at work will be directed off the premises and will not be paid for time lost. An employee who is using prescription or over-the-counter drugs, which may impair work performance, must report this to the employee's Department Head.

An employee is not permitted to store alcohol on municipal property.

An employee who fails to adhere to this policy will be subject to discipline and possible termination.

## **ARTICLE 20 – TRAINING AND DEVELOPMENT**

### **20.1 Compensation for Conferences and Training – Township Sponsored**

An employee will receive their regular wages for working their regularly scheduled workday while they are attending the session.

1. All registration fees for the session will be paid by the Township.
2. The employee will be reimbursed for mileage to and from the session, at the current Township rate.
3. The Township will reimburse the employee for any meals they are required to purchase during their attendance at the session.
4. Notwithstanding Article 10 Hours of Work and Overtime, there is no entitlement for overtime compensation and for greater certainty, no overtime will be paid if the session itself or if the travel to and from the session results in the employee being away from the office on their home beyond their regular working hours.
5. All registrations must be pre-approved by the employee's immediate supervisor.

20.2 The Corporation's success is dependent on the creation of the culture of continuous learning. Development is individualized, easily accessible and engaging in order to enhance an enrich the performance of both the employee and, ultimately, the organization.

Learning and development is a shared responsibility. As such, employees and the Corporation have a variety of tools to ensure access to learning and development opportunities. Primary among those tools is the Employee Development System. The process encourages employees to be proactive in the management of their careers and to communicate and identify with their supervisors learning and development opportunities that will enhance their career development and their ability to perform work at their highest level.

An integral part of the Employee Development System is regular dialogue and feedback throughout the year between the supervisor/manager and the employee. As such, employees and supervisors/managers should meet regularly to review work progress and work through challenges that may be encountered.

## **ARTICLE 21 – BACKGROUND CHECKS**

21. 1 Employees who are required to supply supplementary background checks in accordance with the Background Check policy shall have the cost of obtaining such check reimbursed by the Employer.

### **BACKGROUND CHECKS**

#### *Purpose:*

The Township is committed to protecting the well-being of its employees, customers and residents. In keeping with this commitment, we have created guidelines with respect to background checks.

#### *Policy:*

##### Background Checks

1. It is our practice to conduct background checks on applicants for hire, volunteers and contractors (together referred to hereinafter as "candidates" or "candidate"). This may include:
  - ensuring that a candidate has the education they claim to have, or in the case of contractors the professional ability required;
  - checking all work-related references;
  - conducting a criminal record check, if necessary for the position;
  - conducting a vulnerable sectors check, if necessary for the position;
  - obtaining a credit check, if necessary for the position;
  - obtaining a drivers abstract, if necessary for the position.

##### When a Background Check is Required

2. A background check is required before anyone can be hired, transferred, promoted or accepted as an employee, contractor or volunteer into positions of trust, which include positions:
  - requiring contact with children;

- requiring contact with vulnerable adults (a vulnerable adult is one who may be unable to properly protect their own well-being, such as an individual with a disability or substance abuse problem or seniors);
- involving significant responsibility for financial transactions;
- involving company security and/or data or information systems;
- requiring the handling of cash or negotiable securities;
- involving the control of significant inventory or corporate property;
- involving access to sensitive corporate information;
- for which a criminal record check is required by law; and
- any other position where a criminal record check is a bona fide occupational qualification.

### Obtaining the Background Check

3. A background check is required only for the final candidate for a position of trust, after a conditional offer of employment is made.
4. All volunteers for positions of trust must complete a background check prior to performing and volunteer services.
5. Existing staff who transfer or are promoted into positions of trust must complete a satisfactory background check prior to being transferred or promoted.
6. If there is insufficient time to obtain a background check prior to placing an individual into a position of trust, the individual will only be allowed to assume the position if they are directly supervised. In addition, there will be a statement in writing, and signed by the individual confirming that they may be removed from the position if the background check is not satisfactory.
7. Employees who are currently employed in trusted positions may be required to undergo supplementary background checks and/or complete an Annual Offence Declaration as a condition of continued employment in those positions.
8. The Township will obtain written consent from all candidates or employees to conduct background checks. Candidates and employees wishing to be considered for or to continue in trusted positions must provide the Township with such written consent as a condition of employment.

9. In most cases, the Township will use a third party agency to conduct background checks and will be in compliance with applicable governing statutes and legislation, including statutes prohibiting unlawful discrimination in employment.
10. The cost of background checks will be borne by the Township.
11. All background checks conducted by a third party are arranged by the Human Resources Manager. Results of such checks will be received and reviewed initially by the Human Resources Manager only.
12. Any documents relating to the background check will be stored in a secure location to maintain confidentiality and control access to the information for the protection of your privacy. They will be destroyed on termination of employment or where a volunteer/contractor ceases to provide services.

#### Results of Criminal Record or Vulnerable Sectors Check

13. If a criminal record or vulnerable sectors check indicates a prior record that, at the Township's sole discretion, would disqualify a candidate for a trusted position or for employment at the Township, we may:
  - elevate the issue to the CAO for review;
  - notify the candidate or employee of the results of the criminal record or vulnerable sectors check before taking any adverse action based on the results; and
  - invite the candidate or employee to respond to the report and address or contest any disqualifying information in the report and give the applicant or employee at least five (5) business days in which to do so.
14. The Human Resources Manager will work with the CAO to determine the suitability of employment with consideration given to the results of the criminal record or vulnerable sectors check and response of the candidate on a case-by-case basis.
15. The following factors will be considered in determining whether to accept the individual into a position of trust:
  - the type of offence;
  - the number of convictions;

- how long ago the offence occurred and the individual's age at the time of the conviction;
- what rehabilitation efforts have been made by the individual;
- the relevance of the offence to the position involved; and
- potential risk to the Township in accepting the individual into the position.

16. Approval must be obtained from the CAO before an individual with a criminal record can be allowed into a position of trust.

17. If the Township takes adverse action based on the results of a criminal record or vulnerable sectors check, we will notify the candidate or employee that they are disqualified from the trusted position or for employment based on the results of the applicable background check.

## **ARTICLE 22 - MERGER AND AMALGAMATION**

22.1 In the event that the Employer should merge, amalgamate or combine any of its operations or functions with any other Municipality or organization, the Employer shall provide the Union and affected employees at least one (1) months' notice. At the time of notice, the Employer shall also provide the Union with all relevant particulars pertaining to the merger.

22.2 Upon such notification, the Parties agree to meet to discuss potential impacts on the employees of the Bargaining Unit. These discussions shall include but are not limited to pertinent financial and staffing implications.

22.3 The Employer agrees that in the event the Employer merges, amalgamates or combines any of its operations for functions with any other Municipality or organization, that it shall use its best efforts to obtain an agreement that will preserve the following for its employees:

- a) Accumulated seniority to be carried into employment with a new Employer;
- b) Full-service credits with respect to vacations and current rate of pay.

**ARTICLE 23 - TERMINATION**


23.1 This Agreement shall continue in effect from July 1, 2024 to June 30, 2026. Either party may notify the other in writing not less than thirty (30) days and not more than one hundred and twenty (120) days prior to the expiration date that it desires to renew, amend or terminate the Agreement.

23.2 Negotiations shall begin within fifteen (15) days following notification or as mutually agreed by the parties.


Signed this 25<sup>th</sup> day of November 2024.

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 255.11**

Signed by:  
  
80AF05E09D284A3...  
**Andrew Lennox,**  
Mayor

DocuSigned by:  
  
364F59F2904646E...  
**Scott Blackhall**

DocuSigned by:  
  
08485DD850F2495...  
**Brooke Lambert**  
Chief Administrative Officer

Signed by:  
  
117F8C64D680451...  
**Cameron Hill**

Signed by:  
  
DA4055A30C9F4E3...  
**Crystal VanGerven**

We have authority to bind the Corporation



**Schedule "A"  
Wages and Classifications**

*Increase applicable to wage grid – all classifications where stipulated:*

	July 1, 2024	July 1, 2025
Percentage Increase	\$1.50 Market Adjustment + 3%	3%

CLASSIFICATION	GRID LEVEL	STEPS	July 1, 2024	July 1, 2025
OIT Water and Wastewater Operator (OIT Water Distribution and Supply <i>AND</i> Wastewater Collection)	9	Probation	26.41	27.20
		1	27.67	28.50
		2	28.93	29.80
Business Support Administrator	8	Probation	26.58	27.38
		1	27.99	28.82
		2	29.37	30.25
Parks and Facility Operator	8	Probation	26.58	27.38
		1	27.99	28.82
		2	29.37	30.25
Finance Clerk	7	Probation	28.18	29.03
		1	29.64	30.53
		2	31.13	32.06
Roads Operator	6	Probation	28.53	29.39
		1	30.02	30.93
		2	31.53	32.47
Class 1 Water Operator OR Wastewater Operator (Class 2 Water Distribution and Supply <i>OR</i> Wastewater Collection Class 1)	5	Probation	27.94	28.78
		1	29.41	30.29
		2	30.88	31.81
Class 1 Water and Wastewater Operator (Class 1 Water Distribution and Supply <i>AND</i> Wastewater Collection)	4	Probation	29.36	30.24
		1	30.90	31.83
		2	32.46	33.43
Class 2 Wastewater Operator (Class 2 Wastewater Collection)	3	Probation	30.81	31.73
		1	32.42	33.40
		2	34.05	35.07
Class 2 Water Operator (Class 2 Water Distribution and Supply)	2	Probation	32.35	33.32
		1	34.06	35.04
		2	35.77	36.85
Class 2 Water Operator <i>AND</i> Wastewater Collection Operator (Class 2 Water Distribution and Supply <i>AND</i> Wastewater Collection)	1	Probation	33.98	35.00
		1	35.78	36.86
		2	37.57	38.70

Road Lead Hand Premium shall be \$3.00 per hour above their current applicable hourly rate  
 Water & Sewer Lead Hand Premium shall be \$3.00 per hour above their current applicable hourly rate  
 Recreation Lead Hand Premium shall be \$3.00 per hour above their current applicable hourly rate

**LETTER OF UNDERSTANDING**

BETWEEN:

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH**  
("Employer")

and

**CUPE AND ITS LOCAL 255-11**  
("Union")

**RE: Altered Work Week - Water Department**

The parties agree to allowing employees in the Water Department to adhere to an altered work week schedule in 2024 and 2025. The schedule will commence on May 1<sup>st</sup> and conclude on September 30<sup>th</sup>. The altered work week schedule will be as follows:

- Monday - Thursday: 7:00 AM - 4:00 PM (All Operators)
- Friday (rotation): 7:00 AM - 11:00 AM (2 Operators)
- Friday (rotation): 7:00 AM - 3:30 PM (2 Operators)


Given the nature of the altered work week schedule noted above, an exemption from 10.2 will be granted during the altered work week scheduling. Instead, all authorized work performed in excess of 80 hours accumulated over the course of two consecutive weeks will be paid at the rate of time and one half for each hour worked, with the exception of Sunday for which the rate of two times each hour worked applies.

The Operator designated to be on-call will be required to work the 42-hour work week (Friday rotation of 7:00 AM - 3:30 PM) and will be ineligible for vacation during the on-call week.

The altered work week schedule is subject to operational needs, including but not limited to Operator staffing for a four (4) person rotation. Should there be an operational requirement to change this practise the Union will be notified in advance with as much notice as possible.


Signed this 25<sup>th</sup> day of November, 2024

DocuSigned by:  
  
364F59F2907976E...  
For the Union BLACKHALL, SCOTT

Signed by:  
  
30A4F05E1D288A7...  
For the Employer Andrew Lennox

Signed by:  
  
177F8C6D1D60043...  
For the Union Cameron Hill

DocuSigned by:  
  
D8486D1B50F2498...  
For the Employer Brooke Lambert

Signed by:  
  
D41053A36C9F4E3...  
For the Union Crystal VanGerven

**LETTER OF UNDERSTANDING**

BETWEEN:

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH**

("Employer")

and

**CUPE AND ITS LOCAL 255-11**


("Union")

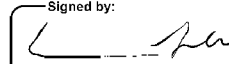
**RE: Flex Work Schedule - Roads Department**


The parties agree to employees in the Roads Department to flex their hours of work. This flexing shall be allowed seasonally between May 1<sup>st</sup> and September 30<sup>th</sup> based on operational requirements. Roads employees shall be allowed to work Monday to Thursday nine (9) hour shifts with Friday being a four (4) shift day of work. Should there be an operational requirement to change this practice the Union will be notified in advance with as much notice as possible. Roads employees shall identify their interest in working the flex summer schedule in advance of the May 1<sup>st</sup> of each year to their respective Supervisor. Only employees volunteering to work the flex schedule shall be required to follow this seasonal schedule.

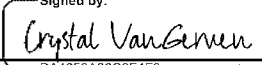
Signed this 25<sup>th</sup> day of November, 2024

DocuSigned by:  
  
384\*60\*2004046E...  
For the Union BLACKHALL, SCOTT

Signed by:  
  
80A\*F05\*F09\*284A3...  
For the Employer Andrew Lennox

Signed by:  
  
117\*8C64\*6604B1...  
For the Union Cameron Hill

DocuSigned by:  
  
0698DDB50E2496...  
For the Employer Brooke Lambert

Signed by:  
  
DA4053A30C9F4F3...  
For the Union Crystal vanGerven

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**LETTER OF UNDERSTANDING**

BETWEEN:

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH**

("Employer")

-and-

**CUPE AND ITS LOCAL 255-11**

("Union")

**RE: Benefit Enhancements**

The parties agree that in the event benefit enhancements are granted to non-union employees within the term of renewed Collective Agreement that Union members shall be entitled to those improvements. The effective date of any benefit enhancement shall be implemented at the same time as non-union employees. Nothing in this letter shall give the Corporation the ability to reduce benefits covered by the Collective Agreement under Article 15 and/or any other relevant section of the Agreement.

Signed this 25<sup>th</sup> day of November, 2024

DocuSigned by:  
*BLACKHALL, SCOTT*  
364F59F28D7474BE...  
For the Union BLACKHALL, SCOTT

Signed by:  
*Andrew Lennox*  
30AF05F09D28E7A3...  
For the Employer Andrew Lennox

Signed by:  
*Cameron Hill*  
117FBC64D650451...  
For the Union Cameron Hill

DocuSigned by:  
*Brooke Lambert*  
584F5DDB50E2498...  
For the Employer Brooke Lambert

Signed by:  
*Crystal VanGerven*  
DA1055A30C9F4F3...  
For the Union Crystal VanGerven

**LETTER OF UNDERSTANDING**

BETWEEN:

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH**

("Employer")

-and-

**CUPE AND ITS LOCAL 255-11**

("Union")

**RE: Flex Work Schedule – Recreation Department (Trial Basis)**

The parties agree that employees in the Recreation Department may flex their hours of work. This flexing arrangement shall be allowed seasonally between October and March based on operational requirements. Recreation employees shall work ten (10) hour shifts representing forty (40) hours per week with a minimum two (2) days off consecutively between shift schedules. Should there be an operational requirement to change this practice the Union will be notified in advance with much notice as possible. Recreation employees shall identify their interest in working the flex winter schedule in advance of the October of each year to their respective Supervisor. Only employees volunteering to work the flex schedule shall be required to follow this seasonal schedule.

Signed this 25<sup>th</sup> day of November, 2024

DocuSigned by:  
*BLACKHALL, SCOTT*  
364F59F290494BE  
For the Union BLACKHALL, SCOTT

Signed by:  
*Andrew Lennox*  
80AF09F09D282A3...  
For the Employer Andrew Lennox

Signed by:  
*Cameron Hill*  
11778C64D660454  
For the Union Cameron Hill

DocuSigned by:  
*Brooke Lambert*  
08486DD830F2495...  
For the Employer Brooke Lambert

Signed by:  
*Crystal VanGerven*  
D44053A30C9F4F3  
For the Union Crystal VanGerven