



**CUPE** / Canadian Union  
of Public Employees

# **COLLECTIVE AGREEMENT**

**Between**

**THE CORPORATION OF THE  
TOWN OF PARRY SOUND**

**and**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND  
ITS LOCAL 17**

(Clerical, Operations, Water Systems, Wastewater,  
Parks and Recreation Employees)

**Term: January 1, 2024, to December 31, 2026**

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**THIS AGREEMENT MADE THIS 1<sup>st</sup> DAY OF JANUARY 2024.**

BETWEEN:

**THE CORPORATION OF THE TOWN OF PARRY SOUND**  
*(Hereinafter called the Corporation)*

PARTY OF THE FIRST PART

AND:

**CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 17**  
*(Clerical, Operations, Wastewater, Water Systems and Parks & Recreation Employees)*  
*(Hereinafter called the Union)*

PARTY OF THE SECOND PART

**Article 1 - Bargaining Unit**

- 1.01** The Corporation recognizes the Canadian Union of Public Employees and its Local #17 as the sole and exclusive bargaining agency for all Corporation employees which are outlined in Schedule A, and may be amended from time to time, and hereby consents and agrees to negotiate with the Union, or any of its authorized committees concerning all matters affecting the relationship between the parties to this Agreement.
- 1.02** The purpose of this Agreement is to maintain a harmonious relationship between the Corporation and the employees, and to provide an amicable method of settling differences or grievances, which might possibly arise.
- 1.03** Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except for purposes of instruction, experimenting, or in emergencies when regular employees are not available.

**Article 2 - Corporation Rights**

- 2.01** The Union recognizes that it is the right of the Corporation to exercise the regular and customary function of management and to direct the working forces of the Corporation, subject to the terms of this Agreement. The question of whether one of these rights is limited by this Agreement may be decided through the grievance procedure.
- 2.02** The Corporation shall not exercise its rights to direct the working forces in a discriminatory manner nor shall these rights be used in a manner which would deprive present employees of their employment unless through just cause.
- 2.03** Where the Employer decides to change the rules and/or procedures or introduce new rules or procedures, the Employer shall advise the Union and employees prior to implementing such changes.

### **Article 3 – Corporation and Employee Responsibilities**

- 3.01** It is recognized that the Corporation provides services for the safety, health, comfort and general welfare of the citizens. Therefore, the employees must be prepared at all hours of the day or night to assist in providing the many services.
- 3.02** The responsibility to the citizens to provide the services is the responsibility of the Corporation and necessitates that any difference of opinion of the interpretation of the terms of this Agreement will be settled in an orderly manner. If any difference of opinion occurs during the term of the Agreement, which cannot be adjudicated by mutual agreement, it is agreed that same will be settled by arbitration as set forth herein.
- 3.03** The Corporation and the Union agree that there will be no strike or lockout as long as this Agreement continues to operate.

### **Article 4 - Grievance Procedure**

- 4.01** Complaints and grievances shall be dealt with in the following manner, provided such complaints or grievances are in writing and filed within ten (10) working days of the alleged grievance. Replies to grievances shall be in writing at all stages.
- 4.02** Failure of the Union to process a grievance to the next step in the grievance procedure within the time limits specified shall not be deemed to have prejudiced the Union of any future similar grievance.

**Step #1** The employee assisted by a Steward, shall first take the matter up with their immediate supervisor or designate. Failing a settlement at this stage within two (2) working days, then Step 2 may be invoked.

**Step #2** The grievance shall then be submitted in writing on the appropriate form to the Chief Administrative Officer (CAO) and the appropriate Director (if any), within five (5) working days of the response received at Step #1. The CAO and the appropriate Director (if any) shall hold a meeting with the Union within five (5) working days of receiving the written grievance to try and resolve the grievance and shall submit his decision within three (3) working days of the meeting. Failing a settlement at this stage, then Step 3 may be invoked.

**Step #3** The grievance shall then be submitted in writing to Council within five (5) working days of receipt of the written response at Step #2. Council shall hold a meeting with the Union including the National Representative, within twenty (20) working days of receipt of the grievance at this stage, or such longer period as may be mutually agreed between the parties, to try and resolve the grievance. Council shall deliver its written decision within five (5) working days of the meeting. Failing settlement at this stage, the Union may, within fourteen (14) working days of receipt of the written response, invoke the arbitration provision of this Agreement.

- 4.03** The Union may be present at all meetings of the grievance procedure.

- 4.04** Where the Employer response is not received in the time limits described herein, the Employer response shall be deemed to be negative unless otherwise mutually agreed between the Parties.
- 4.05** Time limits in both the grievance and arbitration procedures may be extended upon mutual agreement between the Employer and the Union.

#### **Article 5 - Discharge and Suspension**

- 5.01** If an employee is suspended or discharged and if they believe that they have been unjustifiably suspended or discharged, they may have their grievance taken up in grievance procedure starting at Step 2, if presented in writing within seven (7) days after the date of suspension or discharge and not otherwise. If it should be settled finally in their favour, they shall be reinstated and paid their salary at their regular basic rate (less amounts earned during the time lost), for the time lost since the date of suspension or discharge. If said suspension or discharge is taken to arbitration, the Arbitrator shall have the power to dispose of the grievance by any arrangement, which in its opinion it deems just and equitable.
- 5.02** The record of an employee shall not be used against them at any time after thirty-six (36) months following a suspension or disciplinary action, including letters of reprimand or any adverse reports. The records including letters of reprimand, or any adverse reports will be removed and destroyed from personnel files after a period of 36 months.

#### **Article 6 - Arbitration**

- 6.01** It is agreed by the parties hereto that any differences of opinion relating to the interpretation, application, administration, or alleged violation of this Agreement which cannot be settled after exhausting the grievance procedure shall be settled by arbitration as defined in the Ontario *Labour Relations Act, 1995*.
- 6.02** Each of the parties hereto shall equally bear the expense of the arbitrator, and any cost of a place of hearing such arbitration, if and when the necessity arises.
- 6.03** In any discharge or discipline grievance, the arbitrator shall have the power to dispose of the grievance by any arrangement which in their opinion it deems just and equitable.

#### **Article 7 - No Other Agreements**

- 7.01** The Corporation agrees to recognize the Union as the sole collective bargaining agency for all employees covered by this Agreement, with respect to hours of work, wages and working conditions.
- 7.02** No employee covered by this Agreement shall be required or permitted to make any written or verbal agreement with the Corporation or their representative, which may conflict with the terms of this Collective Agreement.
- 7.03** No individual employee or group of employees shall undertake to represent the Union

at meetings with the Corporation, without proper authorization of the Union. The Union shall notify the Corporation in writing of the names and positions of all officers and stewards, members of the Grievance Committee and members of the Bargaining Committee. Similarly, the Corporation will, if requested, supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

### **Article 8 - Probationary Employees**

- 8.01** The first five (5) months of a new employee's employment shall constitute a probationary period, during which the Corporation will assess the employee's suitability for continued employment. The Corporation has the exclusive right to discharge probationary employees, provided that the reason for the discharge was not arbitrary, discriminatory or in bad faith.
- 8.02** The Corporation shall consult the Union prior to any extension of the probationary period. The extension of the probationary period will be to a maximum of two (2) months.
- 8.03** Probationary employees shall be covered by all provisions of this Agreement except for Articles 9 and 10.
- 8.04** During this probationary period they will be eligible for various benefits extended to all employees with the normal waiting periods as provided for in the various plans and agreements.
- 8.05** Upon successful completion of the probationary period, the employee shall be granted seniority in accordance with the seniority provisions of this Agreement effective from the date of hire.

### **Article 9 - Seniority**

- 9.01** Seniority is defined as the length of service in the bargaining unit and shall be used in determining preference or priority for promotions, transfers, demotions, layoffs and recall. Seniority shall operate on a bargaining-unit-wide basis.
- 9.02** The Corporation shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year.
- 9.03** An employee shall accumulate seniority when absent from work for up to twenty-six (26) weeks inclusive, due to sickness or accident, and shall retain but not accumulate seniority when absent up to a total period of two years due to sickness or accident in excess of twenty-six (26) weeks or on approved leave of absence or when laid off.

### **Article 10 - Job Posting**

- 10.01** For the purposes of this Article, vacancies shall mean those vacancies the Corporation intends to fill in permanent or temporary positions anticipated to extend beyond thirty (30) working days.

The President or designate of the Union shall be provided with a copy of all job postings by way of regular or electronic mail.

The posting shall include:

- a) The position title (classification);
- b) A summary of the major responsibilities of the position;
- c) The education, knowledge and qualifications required;
- d) The salary range for the position;
- e) The anticipated duration, in the event of a temporary position or temporary vacancy;
- f) The location of the position;

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

**10.02** When a vacancy occurs, or a new position is created, the Corporation shall notify the Union in writing. If the Corporation decides to fill such position, it shall post notice of the position on all Corporation bulletin boards for a minimum of one week, in order that all members have an opportunity to make written application.

**10.03 a)** No outside advertisement for additional employees shall be made until present employees have had a full opportunity to apply.

**b)** The employer shall, wherever practicable, provide in-house training for employees or training opportunities for employees to improve their chances for advancement, in accordance with the Town's Training and Development Policy By-law. All Corporation staff shall be trained pursuant to legislative standards.

**c)** Training Courses

Whenever practicable, the Employer shall, as the need arises, implement training programs for selected employees so that they shall have the opportunity to improve their job qualifications. Information pertaining to a classification will be circulated in the workplace.

**10.04** Both parties recognize:

**a)** The principle of promotion within the service of the Corporation.

**b)** That job opportunity should increase in proportion to length of service and qualifications.

Therefore, in making staff changes, transfers or promotions, appointment shall be made of the applicant with the greatest seniority and having the required qualifications.

- 10.05 a)** The Union shall be notified of the name of the successful applicant within seven (7) working days of appointment.
- b)** The successful applicant from within the bargaining unit shall be placed on trial for a period of one (1) month. Conditional on satisfactory service such trial promotion shall become permanent after the period of one (1) month. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee finds themselves unable to perform the duties of the new job classification, they shall be returned to their former position without loss of seniority and wage or salary. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position without loss of seniority and wage or salary.

### **Article 11 - Lay off and Recall**

- 11.01** Both parties recognize that job security should increase in proportion to length of service. Therefore, in event of a layoff, employees shall be laid off in reverse order of their seniority within the affected classification. Employees shall be recalled in the order of their seniority, provided they have the required qualifications, skill and ability to perform the work available.
- 11.02** No new employees will be hired until those laid off have been given an opportunity of re-employment.
- 11.03** Unless legislation is more favourable to the employees, the Employer shall notify employees who are to be laid off twenty (20) working days prior to the effective date of lay-off. If the employee has not had the opportunity to work the days as provided in this article, they shall be paid for the days for which work was not made available.

#### **11.04 Job Security**

The Employer agrees that work or services presently performed or hereafter assigned to the Collective Bargaining Unit shall not be sub-contracted, transferred, leased, assigned or conveyed, in whole or in part, to any other plant, person, company or non-union employee if any permanent employee thereby shall lose their job or have their hours of work reduced with the Employer.

#### **11.05 Mergers & Amalgamations - Parks and Recreation Only**

In the event the Employer merges or amalgamates with any other body, the Employer shall consult with the Union and employees concerned as soon as practicable, but in no case less than 90 days in advance of the merger. No employee shall suffer a loss of employment as a result of merger.

- 11.06** Grievances concerning lay-offs due to a reduction in the working force shall be initiated at Step #2 of the grievance procedure.

## **Article 12 - Correspondence**

- 12.01** All correspondence between the parties arising out of this Agreement or incidental for hereto shall pass to and from the corporation and the President or designate of the Union, except as provided for elsewhere in this Agreement.
- 12.02** The Union shall be notified of all appointments, hires, lay-offs, recalls and terminations of employment involving employees in the bargaining unit.

## **Article 13 - Union Representation**

- 13.01** The Union shall have the right to have the assistance of a representative of the Canadian Union of Public Employees and any other assistance when dealing with the Corporation. The Corporation shall have the right to have any assistance when dealing or negotiating

with the Union. Recognizing the geographic distance between the Corporation's office and the CUPE business office, the application of this clause will not impair the parties' ability to deal with issues that arise under the Collective Agreement in a timely manner and agree that meetings may be conducted via virtual format if meeting in person is not possible and that issues may be addressed, provided a Steward is available, without a CUPE representative present.

## **Article 14 - Leave of Absence**

- 14.01** For the purpose of voting, all employees will be entitled to leave work without loss of pay in accordance with the requirements of the *Dominion and Provincial Election Act*.
- 14.02** Leave of absence without loss of pay will be granted to representatives of the Union while in consultation with the Corporation only or representatives of the Corporation on matters pertaining to this Agreement during working hours.
- 14.03** Leave of absence without pay and without loss of seniority will be granted to an employee to attend functions of the Union, when requested in writing a minimum of two (2) working days in advance if efficiency is not impaired. The Employer shall give written permission within one (1) working day of receiving request.
- 14.04 a)** Leave of absence with pay of five (5) days will be granted to an employee when attending a funeral or attending cremation or attending to the affairs of the employee's spouse, common-law spouse, mother, father, legal guardian, child, step child, sister or brother. One day of this entitlement may be used at a later date for the purpose of interment or a celebration of life ceremony.
- b)** Leave of absence with pay of three (3) days will be granted to an employee when attending a funeral or cremation or attending to the affairs of the employee's mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, spouse's grandparents, step-parents, or any other relative residing with the employee. One day of this entitlement may be used at a later date for the purpose of interment or a celebration of life ceremony.

- 14.05** Any approved leave by the Employer will ensure continuity of seniority rights of the employee.
- 14.06** Upon written request, leave of absence without pay and without loss of seniority, shall be granted for pregnancy and parental leave as per the *Employment Standards Act, 2000*. The employee returning to work after pregnancy/parental leave shall provide the Employer with at least two (2) weeks' notice. On return from pregnancy/parental leave, the employee will be placed in their previous position consistent with the seniority provisions of this Agreement.
- 14.07** When an employee is granted pregnancy/parental leave the Employer shall continue to carry the medical and welfare benefits of the employee.
- 14.08** The employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow a leave of absence without pay and without loss of seniority so that an employee may be a candidate in federal, provincial or municipal elections. If such employee is subsequently elected, they may apply to the Corporation for an extended leave of absence without pay and without loss of accumulation of seniority. Approval of such extended leave will be at the discretion of the Corporation subject to applicable legislation.

### **Article 15 - Annual Vacation and Holidays**

- 15.01** Employees shall receive an annual vacation with pay in accordance with credited service prior to the commencement of the vacation period as follows:
- 15.02** In the first three years of employment, the employee shall earn one (1) day per month to a maximum of ten (10) days per calendar year. These vacation days shall be taken in the calendar year they are earned but may not be taken during the probationary period or before they are earned, without prior approval from their supervisor. Beginning the calendar year they reach the below years of service, they shall be entitled to the following:

After three (3) years of service	15 working days
After nine (9) years of service	20 working days
After fourteen (14) years of service	22 working days
After eighteen (18) years of service	25 working days
After twenty-four (24) years of service	26 working days
After twenty-five (25) years of service	27 working days
After twenty-six (26) years of service	28 working days
After twenty-seven (27) years of service	29 working days
After twenty-eight (28) years of service	30 working days

- 15.03** The Employer shall post a vacation schedule on the 1<sup>st</sup> day of December, in order that employees can indicate their preference by December 31<sup>st</sup> for the next year. The vacation schedule shall be finalized and approved by the 15<sup>th</sup> of January. Once approved, the schedule cannot be altered without the approval of the Employer and affected employees. Choice of vacation shall be determined by seniority. Any choices or changes initiated by employees after the foregoing finalization date shall be approved on the basis of remaining time that is available, on a first-come-first serve basis.

**15.04** Pay and eligibility for the following holidays (and any new holidays proclaimed by statute) shall be as set out in the Ontario Employment Standards Act:

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

Should a holiday fall within an employee's vacation period, they will be allowed an extra day's holiday. Employees shall also be entitled to two (2) floating holidays per calendar year that must be scheduled in advance in consultation with their manager and cannot be carried over from year to year.

### **Article 16 - Taxi Allowance and Inclement Weather**

**16.01** When a clerical employee is called in to work between 11:30 p.m. and 7:00 a.m., or if an overtime or work period ends during this time, taxi service to and from the home of the employee shall be provided by the Corporation, at the employee's request.

**16.02** Inside work will be provided all regular employees, if in the opinion of management, it is not reasonable to work outside during wet, stormy, or extremely cold weather, or extremely hot weather, to complete the time for that day. The opinion of management shall not be exercised in an arbitrary manner.

### **Article 17 - Tools, Equipment and Clothing**

**17.01** The Corporation will supply all tools and equipment necessary to carry out the work of the Corporation.

**17.02** The Corporation will provide each full time Public Works Employee with the proper suitable personal protective equipment such as safety vests, work gloves, rubber boots, rain gear, up to two (2) pair of coveralls per year per person, (one (1) of which will be the summer coveralls and one (1) will be the insulated bib coveralls), and one (1) pair of protective coveralls for working in and around sewage, water line breaks, related jobs or in inclement weather. Any purchase must be approved by the department manager.

Employees who choose not to receive coveralls will be issued three (3) work shirts and three (3) pairs of high visibility work pants that will be provided by the Corporation.

The Corporation proposes that in time all Public Works employees to dress uniformly. Neither jeans nor yoga pants are permitted as Town uniform for outside Public Works employees. Employees are to maintain work clothing in good repair free from significant rips, and bad stains. In the event that the clothing issued are damaged due to work, the Corporation would replace the clothing. The Corporation will provide staff with location of where pants are to be purchased.

All full time Public Works and Building Department staff who regularly work outside,

are entitled to one (1) winter jacket every two (2) years. The type of winter jacket is to be determined by the Corporation.

- 17.03** The Corporation will contribute towards the cost of one pair of steel-toed, Green Patch, CSA approved work boots or shoes on an annual basis to be worn while at the place of work, payable by a purchase order for the work boot/shoe up to \$275.00.

### **Article 18 - First Aid Kits and Safety**

- 18.01** First Aid kits will be supplied by the Corporation and kept in places easily accessible to all employees. A member of the Union in conjunction with an official of the Corporation will check first aid kits once a month.

Any aid taken from the kits must be reported to the appropriate department management or designate. All accidents, no matter how small, must be reported immediately to the appropriate department management or designate.

- 18.02** The Employer shall recognize health and safety representatives of the bargaining unit with full authority to act in accordance with the terms of the Ontario *Occupational Health and Safety Act*.

### **Article 19 - Change in Classification**

- 19.01** When the duties or volume of work in any classification are changed or increased, or when the Union and/or employee feels they are unfairly or incorrectly classified or when any position not covered by Schedule A is established during the term of the agreement, rates of pay and dispute resolution shall be as set out in the Terms of Reference of the Joint Job Evaluation Committee.

### **Article 20 - Income Protection**

- 20.01** Any employee who, because of illness or injury, is unable to report to work must notify departmental Management or designate before beginning of shift .

- 20.02** The Corporation shall maintain a group life insurance plan for the employees who have completed three (3) months employment, which will provide the following benefits:

- a) Life insurance on the life of the employee to an amount equal to one and a half (1½) times the employee's straight time annual salary or wage to maximum of \$200,000.00.
- b) Deferred life insurance payment to the same amount as (a) above payable over sixty (60) months.
- c) Accidental death and dismemberment coverage.
- d) Dependents life insurance of \$5,000.00 for a spouse and \$2,500.00 for a child.

- 20.03** Each employee shall be eligible for twelve (12) sick days per calendar year paid at one hundred percent (100%) of wages. Such days shall not accumulate from year to year.

Sick days may be used for employees own medical, dental, mental health appointments with the following professionals in good standing with the relevant licensing body: physician, specialist physician or surgeon, psychiatrist, psychologist, dentist, dental surgeon, physiotherapist, dietician, chiropractor, osteopath, podiatrist or chiropodist, nurse practitioner, naturopath. Sick days may be used on an hourly basis, as required.

Employees shall complete their timecards electronically. Employees shall submit a request through the system a minimum of 24 hours in advance of an appointment unless it is an appointment of an emergency nature or to take advantage of a cancellation.

For clarity purposes: if only 2 hours of sick leave is required, only 2 hours will be deducted from the sick bank.

Three days per year may be utilized from the bank to care for ill household members.

**20.04** The Employer will provide the following short-term disability benefits during a period of absence greater than three (3) consecutive days and due to a non-occupational illness or injury:

The employee shall receive ninety (90%) percent of their wages commencing on the 4<sup>th</sup> day of absence for a maximum period of twenty-six (26) weeks. All premiums and contributions to maintain employee benefits will continue during a short-term disability leave.

The Employer may request a medical certificate (on the approved Employer's form). Any fees charge for completing the form shall be paid/reimbursed by the Employer. The employee shall respond to reasonable requests for information from the Employer or its agent regarding their absence and/or return to work in a timely manner.

**20.05** In the event of occupational illness or injury, the employee and the Employer will file the appropriate Forms with the WSIB. In the meantime, an employee may use sick days (if any) and short-term disability (if applicable). In the event any sick day or short-term disability day already paid by the Employer is deemed by the WSIB to be covered and the employee receives WSIB benefits for that day(s), the employee will reimburse the Employer for the relevant days.

## **Article 21 - Hours of Work - Clerical**

**21.01** The normal workweek for Clerical employees shall consist of five (5) seven-hour days from Monday to Friday inclusive. The normal workday shall not commence before 8:30 a.m. or finish later than 4:30 p.m.

Subject to management approval, and on a voluntary basis, not mandatory, employees shall have the flexibility of working four 8 3/4-hour days in place of the current regular five days, and/or working sometimes, with appropriate management approval, on a Saturday or Sunday instead of a Monday or Friday. This will be on the basis that there will be no overtime rates or premiums, unless total hours worked exceed 35 hours in a given week, if voluntary usage of flexible hours is applied.

All employees shall have consecutive days off unless changed by mutual agreement.

**21.02** Work performed outside of the normal workweek shall be paid at a rate of time and one-half.

**21.03** Work in excess of seven (7) hours per day for a five-day workweek or 8 3/4 hours per day for a four-day workweek shall be at a rate of time and one-half. All time worked beyond the normal workday, the normal work week or a holiday, shall be considered as overtime.

**21.04** Work performed on Sunday shall be paid at the rate of double time and one-half for all hours of work, with the exception as outlined in Article 21.01.

**21.05** Work performed on holidays shall be paid at the rate of double time and one-half for all hours of work including holiday pay, with the exception as outlined in Article 21.01.

**21.06** An employee who is called in and required to work outside their regular working hours shall be paid a minimum of three (3) hours at overtime rates and shall be paid from the time they leave their home to report for duty until the time they arrive back upon proceeding directly from work.

**21.07** Employees shall not be required to lay off during regular hours to equalize any overtime worked.

**21.08 Overtime**

a) Opportunity for overtime and call back time shall be apportioned equitably among the regular employees who are willing, available, and qualified to perform the work.

b) Overtime rates will be computed using 1.5 or 2 times the employee's regular hourly rate as set out in Schedule A. Payment for overtime shall be accompanied by an itemized statement.

c) With the exception of students, an employee may bank up to a maximum of 70 hours at the overtime rate. Overtime banked may be taken as cash or as time off as mutually agreed to by the Employer and employee.

d) Employees detailed to relieve a lower classification shall do so at their normal rate of pay.

**21.09** All Clerical employees shall be permitted a fifteen (15) minutes rest period both in the first half and second half of the shift.

**Article 22 - Hours of Work - Operations, Wastewater & Water Systems**

**22.01** For the purpose of calculating accumulation of time, a day begins at midnight and a week begins at midnight between Sunday and Monday.

**22.02** The normal workweek shall consist of five (5) eight-hour days, Monday to Friday, with a half-hour (½ hour) unpaid lunch.

It is agreed that the normal workday shall begin at 7:30 a.m. and end 4:00 p.m.

Notwithstanding the above paragraph, the Manager of Operations or designate has the discretionary authority to schedule employees for work at a start time as early as 6:00 a.m. and ending as late as 5:30 p.m. Monday to Friday, in order to carry out necessary work. Such discretionary authority will not be exercised arbitrarily.

All employees shall be permitted a 20-minute rest period, which includes cleanup and travel time, both in the first half and second half of shift at a time suitable to the person in charge. It is a generally agreed that the break shall be taken on or as close to the job site as possible.

All employees shall have consecutive days off unless changed by mutual agreement.

- 22.03** Work during part of a scheduled shift outside of the period from 6:00 a.m. to 5:30 p.m., Monday to Friday, for which notice has been given by noon of the previous day, shall be paid \$1.50 per hour shift premium; where notice is not given, it shall be paid at a rate of time and one-half. In addition, in the Operations Department, from the third Monday in November to the second Friday in April, the Employer may schedule not more than two (2) employees to work five (5) consecutive eight (8) hour days, 7:30pm to 4am, with a one-half (.5) hour unpaid lunch. The foregoing premium of \$1.50 per hour shall apply for this schedule.
- 22.04** Work in excess of eight (8) hours per day or forty (40) hours per week shall be at a rate of time and one half. All time worked beyond the normal workday, the normal work week or a holiday, shall be considered overtime.
- 22.05** Employees in Operations called upon to be "Lead-Hand" on the night shift with overall responsibility shall be paid the Leadhand – Operations rate, as outlined in Schedule A – Salary Grid, for hours engaged as "on-call Lead-Hand".
- 22.06** Work on Sunday shall be at the double time rates.
- 22.07** Work on holidays shall be at double time and one-half rate, including holiday pay.
- 22.08** An employee who is called and required to work outside their regular working hours shall be paid for a minimum of three (3) hours at overtime rates and shall be paid from the time they leave home to report for duty until the time they arrive back upon proceeding directly from work.
- 22.09** Opportunity for overtime and call back time shall be apportioned equitably among the employees who are willing, available and qualified to perform the work.
- 22.10** Employees shall not be required to lay off during regular hours to equalize any overtime worked.
- 22.11** There shall be no duplication or pyramiding of premium pay provisions hereunder. Where more than the one provision is applicable, only the greater provision shall be paid.

**22.12** With the exception of students, an employee may bank up to a maximum of 80 hours at the overtime rate. Overtime banked may be taken as cash or as time off as mutually agreed to by the Employer and employee.

Employees detailed to relieve in a lower classification shall do so at their normal rate of pay.

**22.13** When an employee reports to their usual department for their regular shift and is instructed by their immediate supervisor to report for work to another work site, the Corporation shall provide transportation to that work site if requested by the employee, unless the employee is notified of such change prior to the end of their previous shift.

**22.14** Employees designated for on call duty shall be paid a rate of \$2.00 per hour based upon 125.5 on call hours per week unless the ESA provides for a greater right or benefit. Effective January 1, 2019, employees designated for on call duty shall be paid the greater of \$2.00 per hour based upon 125.5 on call hours per week or their entitlement to on call pay pursuant to the *Employment Standards Act, 2000*, as amended.

An additional \$30 per day on-call duty will apply on approved Statutory Holidays.

The on-call schedule for Operations will be posted by October 15 of each year.

The on-call schedule for Water & Wastewater shall be posted by January 1 of each year.

When called, employees shall respond to the call-out in an expeditious manner. For Monday to Friday, on-call hours of work are defined as 4 PM to 7:29 AM the following morning. For Saturday and Sunday, on-call hours are defined as 7:30 AM to 7:29 AM the following morning. For Statutory Holidays, on-call hours are defined as 12:00 AM to 11:59 PM.

**22.15** The hours of work for the Transfer Station Attendant shall be 7:30 a.m. to 4:30 p.m. Monday, Wednesday, Friday and Saturday and 12:00 p.m. to 6:00 p.m. from the second Sunday in April until the Saturday after Thanksgiving in October. For the balance of the year the hours of work shall be 7:00 a.m. to 5:00 p.m. Monday, Wednesday, Friday and Saturday.

### **Article 23 - Hours of Work - Parks & Recreation**

**23.01** For the purpose of calculating accumulation of time, a day begins at midnight and a week begins at midnight between Sunday and Monday.

**23.02** There shall be two schedules for hours of work. The winter schedule applies to work related to the arena, and ice making and maintenance. The summer schedule applies primarily to work in the parks. Employees shall work on a rotating basis while on each of the foregoing schedules. The hours of work for the Leadhand position shall be 4 – ten – hour shifts between Monday and Friday.

For employees working the winter schedule, the normal workweek shall consist of 4 - ten-hour shifts, Monday to Sunday, inclusive of a 30-minute paid lunch break. The

shifts are 6:30 AM to 4:30 PM; 2:30 PM to 12:30 AM; and 3:30 PM to 1:30 AM; a guideline for which is outlined below in a typical 5-week schedule:

The Union recognizes management rights to schedule temporary and new employees during probationary periods on a recurring schedule (likely rotation “E”) to maximize training opportunities in the company of staff with more seniority.

	<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>	<b>Saturday</b>	<b>Sunday</b>
<b>A</b>	6:30 am	6:30 am	6:30 am	6:30 am			
<b>B</b>	2:30 pm	2:30 pm	2:30 pm		6:30 am		
<b>C</b>				6:30 am	6:30 am	6:30 am	6:30 am
<b>D</b>				3:30 pm	3:30 pm	3:30 pm	2:30 pm
<b>E</b>	6:30 am	6:30 am			3:30 pm	3:30 pm	

For employees working the summer schedule, the normal workweek shall consist of 4- ten-hour shifts, either Monday to Thursday; Tuesday to Friday; or Thursday to Sunday from 6:30 AM to 4:30 PM inclusive of a 30-minute paid lunch break. The Thursday to Sunday shift will be worked by one full-time employee on a rotating basis, accompanied by casual employee(s).

All employees shall have consecutive days off, (except where indicated in the winter schedule outlined above), unless changed by mutual agreement.

Employees shall be scheduled on day shift on a regular basis when ice is in the arena.

**23.03** Work on holidays shall be at double time and one-half rate, including holiday pay.

**23.04** An employee who is called in and required to work outside their regular working hours shall be paid for a minimum of three (3) hours at overtime rates and shall be paid from the time they leave their home to report for duty until the time they arrive back upon proceeding directly from work.

**23.05** Opportunity for overtime and call back time shall be apportioned equitably among the regular employees who are willing, available and qualified to perform the work.

**23.06** Employees shall not be required to lay off during regular hours to equalize any overtime worked.

**23.07** There shall be no duplication or pyramiding of premium pay provisions hereunder. Where more than the one provision is applicable, only the greater provision shall be paid.

**23.08** With the exception of students, an employee may bank up to a maximum of 80 hours at the overtime rate. Overtime banked may be taken as cash or as time off as mutually agreed to by the Employer and employee or as cash payment at the request of the employee.

Employees detailed to relieve in a lower classification shall do so at their normal rate of pay.

- 23.09** When an employee reports to their usual work site for their regular shift and is instructed by their immediate supervisor to report for work to another site, the Employer shall provide transportation to that work site if requested by the employee, unless the employee(s) is notified of such change prior to the end of their previous shift.
- 23.10** Work schedules shall be posted not less than one month in advance. Employees may exchange scheduled shifts subject to Employer approval. The Employer may only change the posted schedule, upon giving the affected employee(s) not less than ninety-six (96) hours' notice.
- 23.11** All employees shall be permitted a 20-minute rest period, which includes cleanup and travel time, both in the first and second half of a shift at a time suitable to the person in charge. It is generally agreed that the break shall be taken on or as close to the job site as possible.
- 23.12** Hours worked in excess of ten (10) hours per day or forty (40) hours per week shall be paid at the rate of time and one-half (1 ½).
- 23.13** Employees designated for on call duty shall be paid a rate of \$25 per day. An additional \$25 per day on-call duty will apply on approved Statutory Holidays. On call schedule will be posted by October 15<sup>th</sup> of each year. When called, employees shall respond to the call-out in an expeditious manner.

#### **Article 24 - Wage Rate Classification**

- 24.01** Casual Water/Wastewater operator position need not be confined to the period April 15 - October 15 and shall not exceed 27 weeks; wage payable at Class 1 Water/Wastewater operator rate, regardless of certificates held by employee.
- 24.02 a) Water and Wastewater Operators-Certification Premiums**

*Note: not including those positions of Water Plant ORO, Wastewater Plant ORO and Water/Wastewater Collection and Distribution ORO*

- (i) For all hours worked by Water and Wastewater Operators - Class II, a certification premium of \$1.50 per hour shall be paid in addition to the Band rate;
- (ii) For all hours worked by Water and Wastewater Operators – Class III, a certification premium of \$4.00 per hour shall be paid in addition to the Band rate;
- (iii) For employees called upon to be Operator-In-Charge (OIC), an additional premium of \$1.25/hour shall be paid for hours engaged as OIC.
- (iv) It shall be permitted to pyramid the premium in article (iii) with the premium set out in articles (i) or (ii) above;

b) Employees called upon to be Water/Wastewater Operator as Overall Responsible Operator (ORO) shall be paid an additional \$2.00/hour premium for hours engaged as ORO.

**24.03** a) To be classified as a Heavy Equipment Operator, an employee must show themselves capable of operating satisfactorily all normal equipment used in the Operations Department including the vehicles requiring a DZ license.

b) Employees operating equipment classified at a higher hourly rate shall be paid at the higher rate while actually engaged in this work. As an example, when a Labourer is operating the following equipment: trackless; bombardier; sweeper; backhoe; forklift; and 4x4 with plow, while engaged in plowing, the Labourer shall be paid the Light Equipment Operator rate.

c) On an ongoing basis the parties shall review the number of hours employees are operating light equipment to determine the need for employees to be permanently classified as light equipment operators.

d) The Employer will be responsible for the cost of a medical and written exam required to maintain "DZ" or greater license, as required per the job description or as the immediate manager may otherwise permit in writing.

**24.04** When an employee is assigned to or is directed to relieve in excess of one (1) hour in any one (1) day on a job within the bargaining unit for which a salary range has been established, they shall receive the rate of the classification for the period of the relief.

**24.05** The following terms of employment shall apply for Temporary and Casual employees:

**a) Temporary Employees**

Temporary Employees may be used to replace an employee who is on a leave of absence for injury, illness, or a protected leave under the *Employment Standards Act, 2000* and where it is anticipated that the absence will exceed one (1) week.

A Temporary Employee will not be hired for a term longer than (6) months without the mutual agreement of the parties.

Temporary Employees shall be paid 91% of the job rate for their first six (6) months in the position and the full job rate for any time worked in the position thereafter. Temporary Employees will be covered by the terms of the Collective Agreement with the exception of Articles 5, 8, 9, 10, 11, 14, 15, 20 and 28.

A Temporary Employee will be entitled to apply to internal job postings. For clarity, the Temporary Employee is not entitled to be awarded the job on the basis of qualification or seniority or any other factor to be considered under Article 10 and will be evaluated in the same manner as external candidates are evaluated.

Any employee on layoff who has the necessary qualifications shall be offered the opportunity before a Temporary Employee is hired.

## **b) Casual Employees**

Where the Employer requires work to be performed that would ordinarily be bargaining unit work but that does not constitute a full job of work or comprise the full range of duties of any existing classification under Schedule A, the Employer may employ a Casual Employee to perform the work. The number of hours worked by a Casual Employee will not impact the employee's status as a Casual Employee.

Casual Employees will be paid at the Casual Employee rate under Schedule A, unless either party deems it inappropriate, in which case, the parties may agree on a different rate. If the parties cannot agree to the rate of pay for the Casual Employee, the parties will go to the JJEC to determine the rate. The parties specifically agree that the outcome of the JJEC with respect to Casual Employees is final and cannot be the subject of grievance and will not be arbitrable. Casual Employees will be subject to Union Dues. Casual Employees will not otherwise be covered by the terms of the Collective Agreement.

This Article will not apply to Students, who will be paid at the Student rate under Schedule A.

Any Employee on layoff who has the necessary qualifications shall be offered the opportunity before a Casual Employee is hired.

### **24.06 Pay in Lieu of Benefits**

Temporary and Casual employees (excluding students) shall receive twelve percent (12%) of their regular rate of pay per hour worked above their regular rates of pay as set out in Appendix "A" hereto attached in lieu of all forms of health and welfare and fringe benefits, should they not be eligible for or choose not to enrol in OMERS. Temporary and Casual employees (excluding students) shall receive six percent (6%) of their regular rate of pay per hour worked above their regular rates of pay as set out in Appendix "A" hereto attached in lieu of all forms of health and welfare and fringe benefits should they be entitled to and choose to enrol in OMERS.

### **24.07 Students**

Students may be used as an additional resource, typically from May through to September. Students will not be hired for a term longer than six (6) months without the mutual agreement of the parties. Students shall be paid the student rate under Schedule A. Students will be covered by the terms of the Collective Agreement with the exception of Articles 4, 5, 6, 8, 9, 10, 11, 14, 15, 17, 19, 20 and 28 and will not be entitled to apply as an internal candidate for job postings. Notwithstanding the foregoing, students may enrol in OMERS in accordance with the terms of the plan.

## **Article 25 - Welfare of Employees**

**25.01** When an employee has been working in or around sewage, sewers, or with road repair material such as bitumels, asphalt, etc. they will be allowed fifteen (15) minutes wash up time before leaving or proceeding to work.

**25.02** Excluding Water/Wastewater employees, employees directed to remove sewage screenings, sewage sludge or perform other duties in raw sewage in wet wells or sewage pump station shall be paid at double the applicable rate while so engaged. This also to apply to employees when directed to disinter human remains from the graves that have no concrete container.

### **Article 26 - Check Off**

**26.01** The Corporation will deduct from every employee monthly dues of the Union and remit such monies along with a list of those from whom deductions were made, to the Secretary-Treasurer of the Union by the fifteenth (15) of the following month.

The Union shall provide the Corporation in writing the amount of dues to be deducted from employees and a description of what remuneration is subject to dues.

### **Article 27 - General**

#### **27.01 Continuation of Benefits during Work Stoppage**

In the event of a work stoppage, the Employer agrees to maintain all insurance, including pension contributions and credits, on behalf of employees. The union agrees to reimburse benefits as set out in Article 28 of this agreement, to the Employer within 45 working days of receipt of detailed invoices. Such invoice shall be sent to the assigned CUPE National Representative.

#### **27.02 Pay Days**

The Employer shall pay wages bi-weekly by direct deposit by noon Friday for the previous pay period in accordance with this article. On each payday each employee shall be provided with an itemized statement of their wages, overtime, and other supplementary pay and deductions.

#### **27.03 Joint Job Evaluation Committee**

It is agreed and understood between the parties to evaluate new jobs, job classifications or job re-evaluations with respect to wage rates and retroactivity and that the Terms of Reference for the Joint Job Evaluation Committee Dated May 2005 will be used by the parties.

### **Article 28 - Hospitalization, Medical Benefits & Pension Plan**

**28.01** The Corporation agrees to contribute one hundred percent (100%) of the total employee premium cost for:

- a) Employer Health Tax (does not include the Ontario Health Premium)
- b) Group Insurance Plan, chiropractic care up to \$550 annually, massage therapist care up to \$550 annually (no medical note required), semi-private coverage and drugs - Formulary 2 (nil deductible, 100% reimbursement).

Effective January 1, 2025, the chiropractic and massage therapist coverage will increase to up to \$575 annually.

- c) Group Life Insurance Plan - income protection plan
- d)
  - i) Basic Dental Plan - based on Ontario Dental Association premium rate in effect when the treatment is received (nil deductible, 100% reimbursement), with a nine (9) month recall;
  - ii) Dental plan (providing coverage for major restorative services including crowns, bridges, fixed removable prosthodontics at 50% reimbursement. \$1500 per calendar year maximum for major services only) commencing January 1, 2010.
- e) Eye Exam - one eye exam every 24 months to a maximum of \$130.
- f) Hearing exam - one exam every 24 months up to a maximum of \$75.

**28.02** The pension plan established under the *Canada Pension Plan Act* and the *Ontario Municipal Employees Retirement System Act* shall be adopted by the Corporation and the Union.

**28.03** The Corporation shall provide Vision Care coverage for prescription glasses and contact lenses, for any family member covered under the benefits plan, once every 24 months to a maximum of \$450 upon Ratification. Effective January 1, 2025, this coverage amount will increase to a maximum of \$475.

An individual may submit the cost of alternative corrective procedure e.g. laser eye surgery, performed by an ophthalmologist, against the vision care allowance to the maximum amount available bi-annually.

**28.04** The Employer shall implement a Long-term Disability Plan which will provide 60% of normal earnings after 26 weeks of illness for up to two years own occupation, until age 65.

**28.05** The Employer agrees to extend all benefits as set out in Article 28, which are subject to discretionary provisions by the Employer, to all eligible employees until they attain 71 years of age, excluding L.T.D., W.S.I.B, optional life and dependent life.

## **Article 29 - Discrimination**

**29.01** There shall be no discrimination either by the Corporation or the Union because of union membership, race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status or disability as such terms may be defined in the Ontario *Human Rights Code*.

**Article 30 - Terms of Agreement**

**30.01** This Agreement shall be binding and remain in effect from January 1, 2024, to December 31, 2026.

**30.02** Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.


**30.03** Either party desiring to propose changes or amendments to this Agreement shall, between the period of ninety (90) days prior to the termination date, give notice in writing to the other party of the desire to negotiate.

Within twenty (20) working days of receipt of such notice by one party, or such longer period as mutually agreed between the parties, the other party is required to enter into negotiations for the renewal or revisions of the Agreement and both parties shall thereupon enter into such negotiations in good faith and make every reasonable effort to consummate a revised or new Agreement.


**30.04** Both parties shall adhere fully to the terms of this Agreement during the period of bona-fide collective bargaining, and if negotiations extend beyond the anniversary date of the Agreement, any revision in terms, mutually agreed upon, shall unless otherwise specified, apply retroactively to the date.

WITNESS HEREOF: THE PARTIES HERETO HAVE SET THEIR HAND AND SEALS THIS 27th DAY OF NOVEMBER , 2024.


**The Corporation of the Town of Parry Sound**

  
Clayton Harris (Dec 6, 2024 13:42 EST)


  
Pamela Langevin (Nov 27, 2024 13:36 EST)


  
Dave Thompson (Nov 27, 2024 12:29 EST)

**Canadian Union of Public Employees and its Local 17**

  
Kelly Austin (Nov 28, 2024 15:29 EST)

  
Joe Walker (Nov 27, 2024 13:07 EST)

  
Neil Carruthers (Dec 2, 2024 18:54 EST)

  
Jason Hamilton (Nov 27, 2024 14:05 EST)



**SCHEDULE A – Salary Grid (2024-2026)**

Band	Classification	2023 1.50%		2024 3.00%		2025 3.25%		2026 3.25%	
		Step 1	Step 2	Step 1	Step 2	Step 1	Step 2	Step 1	Step 2
1		21.43	23.54	22.07	24.25	22.79	25.04	23.53	25.85
2		22.64	24.89	23.32	25.64	24.08	26.47	24.86	27.33
3		23.89	26.26	24.61	27.05	25.41	27.93	26.24	28.84
4	Utilities Billings & Collections Clerk	25.16	27.65	25.91	28.48	26.75	29.41	27.62	30.37
	Accounting Clerk & Administrative Assistant	25.16	27.65	25.91	28.48	26.75	29.41	27.62	30.37
	Public Works Operations Clerk	25.16	27.65	25.91	28.48	26.75	29.41	27.62	30.37
	Water/Wastewater OIT	25.16	27.65	25.91	28.48	26.75	29.41	27.62	30.37
	Receptionist/Cashier	25.16	27.65	25.91	28.48	26.75	29.41	27.62	30.37
	Light Equipment Operator/ Labourer	25.16	27.65	25.91	28.48	26.75	29.41	27.62	30.37
	AA- Emergency & Protective Services	26.39	29.01	27.18	29.88	28.06	30.85	28.97	31.85
	Accounts Receivable & Taxation Clerk	26.39	29.01	27.18	29.88	28.06	30.85	28.97	31.85
	Payroll & Int. Customer Care Clerk	26.39	29.01	27.18	29.88	28.06	30.85	28.97	31.85
5	AA - Economic Development	26.39	29.01	27.18	29.88	28.06	30.85	28.97	31.85
	Mechanic Helper/HEO	26.39	29.01	27.18	29.88	28.06	30.85	28.97	31.85
	Parks & Recreation Facilities Attendant	26.39	29.01	27.18	29.88	28.06	30.85	28.97	31.85
	Transfer Station Attendant	26.39	29.01	27.18	29.88	28.06	30.85	28.97	31.85
	POA/Court Monitor & Admin Clerk	27.64	30.37	28.47	31.28	29.40	32.30	30.36	33.35
	POA Admin Clerk	27.64	30.37	28.47	31.28	29.40	32.30	30.36	33.35
	AA - Administration & Cemetery	27.64	30.37	28.47	31.28	29.40	32.30	30.36	33.35
	Heavy Equipment Operator	27.64	30.37	28.47	31.28	29.40	32.30	30.36	33.35

7	Water Operator Class I, II, III	27.64	30.37	28.47	31.28	29.40	32.30	30.36	33.35
	Wastewater Operator Class I, II, III	27.64	30.37	28.47	31.28	29.40	32.30	30.36	33.35
	POA - Senior Clerk	27.64	30.37	28.47	31.28	29.40	32.30	30.36	33.35
	AA - Public Works	27.64	30.37	28.47	31.28	29.40	32.30	30.36	33.35
	AA - Planning & Building	27.64	30.37	28.47	31.28	29.40	32.30	30.36	33.35
	Building Inspector & Plans Examiner	27.64	30.37	28.47	31.28	29.40	32.30	30.36	33.35
	Leadhand - Cemetery	28.86	31.71	29.73	32.66	30.70	33.72	31.70	34.82
	Leadhand - Parks & Recreation	28.86	31.71	29.73	32.66	30.70	33.72	31.70	34.82
	Water/Waste Water Operator Class I, II, III	28.86	31.71	29.73	32.66	30.70	33.72	31.70	34.82
	Building Inspector II	28.86	31.71	29.73	32.66	30.70	33.72	31.70	34.82
	IT Support Technician	30.12	33.08	31.02	34.07	32.03	35.18	33.07	36.32
	Leadhand - Operations	30.12	33.08	31.02	34.07	32.03	35.18	33.07	36.32
9	Foreman - Operations Centre	31.35	34.44	32.29	35.47	33.34	36.62	34.42	37.81
	Mechanic/HEO	31.35	34.44	32.29	35.47	33.34	36.62	34.42	37.81
10									
N/A	Casual Employees*	N/A	19.40	N/A	19.98	N/A	20.63	N/A	21.30
	Students*	N/A	15.75	N/A	16.22	N/A	16.75	N/A	17.29

\*Does not include the in lieu of benefits as per clause 24.06

Note: Step 1 - Start to completion of probation (91%)

Note: Step 2 - After successful completion of probation (100%)

Note: Employees prior to August 28, 2024 whose positions were reduced due to JJE shall continue to progress through the assigned band as per schedule "A" in the 2021-2023 Collective Agreement.

**LETTER OF UNDERSTANDING #1 RE: Operations Department for Positions Posted “In Training”**

**Between**

**The Corporation of the Town of Parry Sound**

**and**

**Canadian Union of Public Employees and its Local 17**

The parties agree, in circumstances where the Employer opts to fill a position on an employee development basis, that:

The successful employee must demonstrate the ability and aptitude to achieve full qualifications for the new role.

The employer has the right to expect a reasonable return of service by the employee which reflects the investment in costs and time for the employee’s training.

Employee initiative in pursuing or acquiring some of the qualifications required for the new role will be a primary consideration.

The in-training employee will be paid the rate for the work being performed only when they are certified as qualified and performing the work at the higher classification.

The employee must commit to and maintain a continuous progression toward full certification in accordance with a schedule to be established by the Director of Operations. In the event that the employee is unsuccessful in maintaining this progression the in-training project will terminate.


Unless otherwise specified, the provisions of the current collective agreement (2024-2026) will apply to all employees that are eligible under this letter of understanding.

If the employee is unsuccessful in fulfilling their part of this agreement, the said employee will be reclassified to a position of labourer.


It is agreed that this Letter of Understanding is subject to the grievance procedures as necessary.

WITNESS HEREOF: THE PARTIES HERETO HAVE SET THEIR HAND AND SEALS THIS 27th DAY OF NOVEMBER, 2024.


**The Corporation of the Town of Parry Sound**


  
Clayton Harris (Dec 6, 2024 13:42 EST)


  
Pamela Langevin (Nov 27, 2024 13:36 EST)


  
Dave Thompson (Nov 27, 2024 12:29 EST)

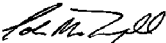
**Canadian Union of Public Employees and its Local 17**

  
Kelly Austin (Nov 28, 2024 15:29 EST)

  
Joe Walker (Nov 27, 2024 13:07 EST)

  
Neil Carruthers (Dec 2, 2024 18:54 EST)

  
Jason Hamilton (Nov 27, 2024 14:05 EST)



**LETTER OF UNDERSTANDING #2 RE: Water & Wastewater Operators (Class Definitions)**

**Between**

**The Corporation of the Town of Parry Sound**

**and**

**Canadian Union of Public Employees and its Local 17**


It is agreed and understood between the parties that, for the duration of the Collective Agreement, the following shall be added to Schedule "A":

1. A Class 1 Water Operator obtains and maintains a Class 1 certificate in Water Treatment. A Class 1 Wastewater Operator obtains and maintains a Class 1 certificate in Wastewater Treatment.
2. A Class 2 Water Operator obtains and maintains a Class 2 certificate in Water Treatment and Class 2 certificate in Water Distribution. A Class 2 Wastewater Operator obtains and maintains a Class 2 certificate in Wastewater Treatment and a Class 2 certificate in Wastewater Collection.
3. A Class 3 Water Operator obtains and maintains a Class 3 certificate in Water Treatment and Class 3 certificate in Water Distribution. A Class 3 Wastewater Operator obtains and maintains a Class 3 certificate in Wastewater Treatment and a Class 3 certificate in Wastewater Collection.

It is agreed that this Letter of Understanding is subject to the grievance procedures as necessary.

WITNESS HEREOF: THE PARTIES HERETO HAVE SET THEIR HAND AND SEALS THIS 27th DAY OF NOVEMBER, 2024.


**The Corporation of the Town of Parry Sound**


  
Clayton Harris (Dec 6, 2024 13:42 EST)


  
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Neil Carruthers (Dec 2, 2024 18:54 EST)

  
Jason Hamilton (Nov 27, 2024 14:05 EST)



**LETTER OF UNDERSTANDING #3 RE: Water & Wastewater Operators (Training & Development)**

**Between**

**The Corporation of the Town of Parry Sound**

**and**

**Canadian Union of Public Employees and its Local 17**


It is agreed and understood between the parties that, for the duration of the Collective Agreement, for the purpose of training and development and to allow water and wastewater operators to advance to a Class 3 license in any of the four classifications the following conditions shall apply:

1. Water Operators or Wastewater Operators at any of the water or wastewater facilities or systems within the Town, at the discretion of the "Overall Responsible Operator" (ORO), will be entitled to receive "Operator in Charge" (OIC) status and will be required to fulfill the duties of the "Operator in Charge" (OIC) as specified in Ministry of the Environment Guideline 5.1 ( to be applicable to both Water and Wastewater Operators ), O.Reg.128/04 and O.Reg.129/04, and any legislative amendments thereto; and
2. Subject to paragraph 1, as OIC during normal working hours, Operators shall be credited hour for hour for the normal work week hours to a maximum of 40 hours. During normal working hours while being credited as OIC no additional remuneration will be received for assuming the role of OIC, unless designated by the ORO during their absence; and
3. Subject to paragraph 1, while on-call as OIC and called in to work outside of normal work hours the Operator will receive credit as OIC on an hour for hour basis as well as receive an additional premium of \$1.00/hour for other than normal working hours engaged as OIC.

It is agreed that this Letter of Understanding is subject to the grievance procedures as necessary.

WITNESS HEREOF: THE PARTIES HERETO HAVE SET THEIR HAND AND SEALS THIS  
27th DAY OF NOVEMBER, 2024.


**The Corporation of the Town of Parry Sound**


  
Clayton Harris (Dec 6, 2024 13:42 EST)


  
Pamela Langevin (Nov 27, 2024 13:36 EST)

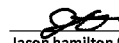
  
Dave Thompson (Nov 27, 2024 12:29 EST)

**Canadian Union of Public Employees and its Local 17**

  
Kelly Austin (Nov 28, 2024 15:29 EST)

  
Ine Walker (Nov 27, 2024 13:07 EST)

  
Neil Carruthers (Dec 2, 2024 18:54 EST)

  
Jason Hamilton (Nov 27, 2024 14:05 EST)



**LETTER OF UNDERSTANDING #4 RE: Maximum Hours of Work per Week**

**Between**

**The Corporation of the Town of Parry Sound**

**and**

**Canadian Union of Public Employees and its Local 17**

It is agreed and understood between the parties that with respect to Articles 22 and 23, Hours of Work, the following employees are permitted to work to a maximum of 60 or 70 hours per week, as outlined below, due to the nature of their work.

**1. Maximum 60 Hours of Work per Week**

The following employees within the Operations, Wastewater and Water, and Parks & Recreation departments are permitted to work a maximum of 60 hours per week:

- Light Equipment Operator
- Labourer
- Water Operator
- Wastewater Operator
- Recreation Leadhand
- Parks & Recreation Facilities Attendant

**2. Maximum 70 Hours of Work per Week**


The following employees within the Public Works department are permitted to work a maximum of 70 hours per week:

- Operations Centre Foreman
- Operations Leadhands
- Cemetery Leadhands
- Mechanic/Heavy Equipment Operator
- Mechanic Helper/Heavy Equipment Operator
- Heavy Equipment Operator

This LOU is made in accordance with Section 17(3)(a) of the Employment Standards Act.

WITNESS HEREOF: THE PARTIES HERETO HAVE SET THEIR HAND AND SEALS THIS 27th DAY OF NOVEMBER, 2024.


**The Corporation of the Town of Parry Sound**


  
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
  
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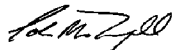
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**LETTER OF UNDERSTANDING #5 RE: Christmas/New Year's Holiday Closure**

**Between**

**The Corporation of the Town of Parry Sound**

**and**

**Canadian Union of Public Employees and its Local 17**

It is agreed, as has been discussed between the two parties, the following concerning the Town of Parry Sound Municipal Office Christmas/New Year's Holiday Closure:

With the intent of providing all municipal office employees with the opportunity to take time off at the end of the year, in addition to closing the office on statutory holidays, the Municipal Office at 52 Seguin Street will be closed to the public annually for up to 3 days between the Christmas Day and New Year's Day statutory holiday. Herein those days in which the Municipal Office is closed are referred to as the Holiday Closure Days. The Corporation will advise the Union of the Holiday Closure Days by December 15<sup>th</sup> of the previous year.

For example, for the 2021 calendar year, the Municipal Office will be closed as follows:

- Friday, December 24<sup>th</sup> ½ day
- Wednesday, December 29<sup>th</sup> 1 day
- Thursday, December 30<sup>th</sup> ½ day


It is agreed and understood between the parties that this closure does not constitute a layoff, nor may the closure be subject to a grievance. Employees whose primary worksite is in the Municipal Office will use up to three (3) days to account for the office closure. Employees will be permitted to use any combination of a floater day, vacation day, banked overtime day, or unpaid day to account for the Holiday Closure Days. On a without prejudice basis, for employees who are new to the Corporation, who have not yet accrued paid vacation time, will be permitted to borrow from their next years' vacation bank.

Subject to Director approval, on a case by case basis and conditional upon there being required work, an employee may be permitted to work the closed days, rather than take them off. In such cases, work shall be paid at straight time wages, supporting a guiding principle that the closure shall be at no additional cost to the Corporation.

The Town reserves the right to terminate this L.O.U., in which the Municipal Office would remain open to the public, except for statutory holidays, with ninety days notice.

WITNESS HEREOF: THE PARTIES HERETO HAVE SET THEIR HAND AND SEALS THIS 27th DAY OF NOVEMBER, 2024.


**The Corporation of the Town of Parry Sound**


  
Clayton Harris (Dec 6, 2024 13:42 EST)

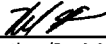
  
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**LETTER OF UNDERSTANDING #6 RE: Joint Job Evaluation Committee**

**Between**

**The Corporation of the Town of Parry Sound**

**and**

**Canadian Union of Public Employees and Its Local 17**

**Whereas** the parties have established a Joint Job Evaluation Committee (the "JJEC");

**And whereas** the JJEC utilizes Terms of Reference dated May 2005 (the "Terms of Reference") as well as a job evaluation tool dated at or about that same time (the "Tool");

**And whereas** the JJEC is presently nearing the end of a job evaluation process, which are conducted by the JJEC every four years;


**And whereas** the parties agree that the job evaluation process could and should be improved through changes to the Terms of Reference and the Tool and the working relationship of the JJEC;


**Now therefore, the parties agree as follows:**

1. The JJEC will begin the next job evaluation process in the first week of January 2026.
2. In the intervening period, the JJEC will meet to discuss changes to the Terms of Reference, the Tool, and the working relationship of the JJEC that will improve the efficiency and accuracy of the job evaluation process.
3. The JJEC will recommend to Council the revisions to the Terms of Reference as agreed pursuant to this process. It is understood that any revisions to the Tool agreed to by the Committee do not need to be approved by Council.
4. If revisions to the Terms of Reference are approved by Council pursuant to this review process, Article 27.03 of the Collective Agreement will be interpreted as referring to the revised Terms of Reference document.
5. For clarity, this Letter of Understanding will not impact: i) the JJEC's review of the job evaluations that have been submitted or any job evaluations submitted by March 15, 2024 for evaluation or reconsideration in the current job evaluation process, which will be conducted in the ordinary course; ii) the evaluation of any new position(s) added to the bargaining unit in accordance with the JJEC process in effect at the time; iii) the evaluation of any outstanding job evaluation(s) for positions with incumbents in place (six month reviews per 6.3(d) of JJEC T.O.R.)
6. The JJEC will make best efforts to complete the current job evaluation by October 15, 2024.

Signed this 27th day of NOVEMBER, 2024.


**The Corporation of the Town of Parry Sound**


  
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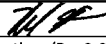
  
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**LETTER OF UNDERSTANDING #7 RE: Water & Wastewater Operators Dual Certification**

**Between**

**The Corporation of the Town of Parry Sound**

**and**

**Canadian Union of Public Employees and Its Local 17**


**Whereas** The Employer has implemented a new classification in Schedule “A” called a Water/Wastewater Operator I, II, III, in which incumbents must be both water and wastewater certified;

**Now therefore**, the parties agree that:

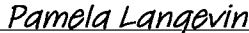
- 1. Current employees in Water Operator Class I, II, III and Wastewater Operator Class I, II, III will not be required to become dual certified in both water and wastewater operation and will participate in cross-training operations on a strictly voluntary basis.
- 2. This letter of understanding is subject to the grievance procedure as necessary.

Signed this 27th day of NOVEMBER, 2024.


**The Corporation of the Town of Parry Sound**

  
 Clayton Harris (Dec 6, 2024 13:42 EST)

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 Pamela Langevin (Nov 27, 2024 13:36 EST)

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 Dave Thompson (Nov 27, 2024 12:29 EST)

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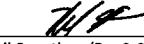
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
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 Joe Walker (Nov 27, 2024 13:07 EST)


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 Neil Carruthers (Dec 2, 2024 18:54 EST)

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 Jason Hamilton (Nov 27, 2024 14:05 EST)

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**Appendix (i)**

**Medical Appointment Form**

Employee Name:	Date submitted:
Date of Appointment:	Time of Appointment:
Type of Appointment ( <i>please check one</i> ):	
<input type="checkbox"/> Physician, Specialist Physician, Surgeon, Nurse Practitioner, Naturopath	
<input type="checkbox"/> Dentist, Dental Surgeon	
<input type="checkbox"/> Physiotherapist, Dietician, Chiropractor, Osteopath, Podiatrist, Chiropodist, Psychiatrist, or Psychologist	
<i>I confirm the appointment is in compliance with Section 20.03 d) of the Collective Agreement</i>	
_____ Employee Signature	
Supervisor:	
_____ Signature	