

A G R E E M E N T

Between:

**THE CORPORATION OF THE
TOWNSHIP OF O'CONNOR**

and

**CANADIAN UNION OF PUBLIC
EMPLOYEES and its LOCAL 87**

Term: August 1, 2024 - July 31, 2028

Kd/cope491

August 1, 2024 to July 31, 2028

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EMPLOYEES 29**

AGREEMENT

Between:

THE CORPORATION OF THE TOWNSHIP OF O'CONNOR

(hereinafter referred to as the "Employer")

of the First Part

and

CANADIAN UNION OF PUBLIC EMPLOYEES and its LOCAL 87

(hereinafter referred to as the "Union")

of the Second Part

ARTICLE 1 - PREAMBLE

- 1.01 It is the purpose of both parties to this Agreement:
- (a) To maintain and improve harmonious relations and settled conditions of employment between the Employer and the Union.
 - (b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.
 - (c) To encourage efficiency in operations.
 - (d) To promote the morale, well-being and security of all employees in the bargaining unit of the Union, and
- 1.02 It is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in a collective agreement.

ARTICLE 2 - INTERPRETATION

- 2.01 "Probationary Employee" shall mean persons hired on a trial basis to determine their suitability for continuing employment in regular positions. Probationary employees shall not accumulate seniority.
- 2.02 "Student" shall mean a person who is employed for the duration of the school vacation period and who was a student at a college, school, university, or other educational institution prior to becoming employed by the Corporation and who is intending to return to school at the end of the vacation period.
- 2.03 "Working days" shall mean Monday, Tuesday, Wednesday, Thursday and Friday, saving and excepting holidays as listed in paragraph 17.01 of this agreement shall not be considered as working days.
- 2.04 "Employees" shall mean and be limited to only employees within the bargaining unit as described and limited in paragraph 4.01.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 Management Rights

The Union recognizes and acknowledges that the management of the operation and direction of the working force are fixed exclusively in the Employer and, without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- (a) Maintain order and efficiency;
- (b) Hire, promote, demote, classify, transfer, suspend and rehire employees and to discipline or discharge any employee for cause;
- (c) Make, enforce and alter, from time to time, rules and regulations to be observed by the employees;
- (d) Determine the nature and kind of business conducted by the Employer, the kinds and locations of stations, equipment and materials to be used, the control of materials and parts, the methods and techniques of work, the content of all jobs, the schedules of work, the number of employees to be employed, the extension, limitations, curtailment or cessation of operations or any part thereof, and to determine and exercise all other functions and prerogatives which shall remain solely with the Employer except as specifically limited by an express provision in this Agreement.

ARTICLE 4 - RECOGNITION AND NEGOTIATION

4.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees and its Local 87 as the sole and exclusive collective bargaining agent for all of the employees of the Township of O'Connor, save and except, foremen, persons above the rank of foremen, and technical employees and students employed during the school vacation, and without limiting the generality of the foregoing exceptions, saving and excepting the By-Law Enforcement Officer, Clerk-Treasurer, Deputy Clerk-Treasurer, Deputy Treasurer, Administrative Assistant, Disposal Site Caretaker, Janitor, Grounds keeper and Chief Building Official (the employees for which the said Union is the sole and exclusive collective bargaining agent being hereinafter referred to as the bargaining unit) and hereby agree to negotiate with the bargaining committee.

4.02 Part-Time, Seasonal, Temporary and Casual Employees

This collective agreement is fully applicable to part-time, seasonal, temporary or casual employees, unless excepted in paragraph 4.01 or unless otherwise specified in Schedule "C".

4.03 Part-Time Employees

Part-time employees are defined as employees hired whose assigned hours of work are less than the normally scheduled daily or weekly hours of work established for a full-time employee of the same occupational group and level.

4.04 Seasonal Employee

A seasonal employee is an employee who is employed between April 30th and November 30th and is recalled from year to year. A seasonal employee shall have the right to recall. A seasonal employee has the right to post on vacancies. If they obtain a permanent position with the Township, the employee's previous service shall be counted towards his/her seniority. Seasonal employees may also be called for casual winter work. A seasonal employee shall serve a sixty (60) day probationary period from his first day of employment.

4.05 Temporary Employees

Temporary employees are defined as employees hired to carry out short-term jobs which require them to work the standard eight-hour day, forty-hour work week, but who cease to be employed when the specific job for which they were hired has been completed.

4.06 Casual Employees

Casual employees are defined as employees hired who are employed on an irregular and unscheduled basis.

4.07 No Other Agreements

No employee shall be required to make a written or verbal agreement with the Employer.

4.08 No Discrimination

The Employer and the Union agree that all employees will be protected against discrimination respecting their human rights and employment in all matters including are, race, colour, religion, creed, sex, sexual orientation, pregnancy, physical disability, mental disability, illness or disease, ethnic, or national or aboriginal origin, family status, marital status, source of income, political belief, affiliation or activity, membership in a professional association, business or trade association, employers' organization or employees' organization, physical appearance, residence, or the association with others similarly protected, or any other prohibition of the Ontario Human Rights Code.

4.09 Roads Superintendent

The parties agree that the Roads Superintendent may perform bargaining unit work under the following conditions:

1. Full Time Road employees will not be laid off and have the Roads Superintendent do any aspect of bargaining unit work whatsoever.
2. Such work will not be continuous but rather will be of a casual, occasional or fill-in nature, ie. working with the bargaining unit staff.
3. The Roads Superintendent will not perform primary equipment operating work while bargaining unit members do menial or less important jobs.
4. The Roads Superintendent will not be a member of the bargaining unit.

ARTICLE 5 - UNION MEMBERSHIP REQUIREMENT

5.01 Membership

All employees of the Employer, saving and excepting foremen, persons above the rank of foremen, and technical employees, and students employed during the school vacation and without limiting the generality of the foregoing exceptions, saving and excepting the By-Law Enforcement Officer, Clerk-Treasurer, Deputy Clerk-Treasurer, Administrative Assistant, Disposal Site Caretaker, Janitor, Grounds keeper and Chief Building Official, as a condition of continued employment, shall become and remain members in good standing of the Union according to the constitution and by-laws of the Union.

All new employees shall, as a condition of continued employment, become and remain members in good standing in the Union.

5.02 Check-Off Payments

The Employer shall deduct from every employee within the bargaining unit as defined in paragraph 4.01 of this agreement, any monthly dues, initiation fees or assessments levied, in accordance with the Union constitution and by-laws.

5.03 Deductions

Deductions shall be made from the final payroll of each month for full time employees and from each payroll for part time, seasonal, temporary and casual employees and should be forwarded to the Secretary-Treasurer of the Union not later than the 15th day of the month following, accompanied by a list of names and addresses of all employees from whose wages the deductions have been made.

ARTICLE 6 - THE EMPLOYER AND THE UNION SHALL ACQUAINT NEW EMPLOYEES

6.01 New Employees

The Employer agrees that within a reasonable time after a new employee becomes an employee within the meaning of this agreement, it will acquaint such employee with the fact that a Union agreement is in effect and introduce such employee to the Union Steward.

6.02 Copies of Agreement

The Employer agrees that within a reasonable time after a new employee becomes an employee within the meaning of this agreement, it will supply such employee with a copy of the collective agreement.

ARTICLE 7 - CORRESPONDENCE

7.01 Correspondence

Where practicable, all correspondence between the parties, arising out of this Agreement or incidental thereto shall pass to and from the Clerk-Treasurer of the Employer and the Union Steward of the Union. A copy of any correspondence sent to the Union Steward by the Clerk Treasurer of the Employer shall be sent to the CUPE National Representative.

ARTICLE 8 - LABOUR - MANAGEMENT BARGAINING RELATIONS

8.01 Representation

The Employer shall not bargain with or enter into any agreement with an employee or group of employees in the bargaining unit. No employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union. In order that this may be carried out, the Union will supply the Employer with the names of its officers. Likewise, the Employer shall supply the Union with a list of its supervisory personnel and others with whom the Union may be required to transact business.

8.02 Union Bargaining Committee

A Union Bargaining Committee shall be appointed and consist of not more than three (3) members of the Union and the local national representative of the Union. The Union will advise the Employer of the Union nominees to the Committee

8.03 Function of Bargaining Committee

All matters governed by this Agreement shall be referred by the Union Bargaining Committee to the Employer for discussion and settlement.

8.04 Representative of Canadian Union of Public Employees

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such Representative shall have access to the Employer's premises at reasonable times with the consent of the Employer in order to investigate and assist in the settlement of grievance.

ARTICLE 9 - GRIEVANCE PROCEDURE

9.01 Recognition of Union Steward and Grievance Committee

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Steward. The Steward shall assist any employee in preparing and presenting his grievance in accordance with the grievance procedure.

The Union shall notify the Employer in writing of the name of the Steward.

9.02 Permission to Leave Work

The Union recognizes that the Union Steward is employed full-time by the Employer and that he will not leave his work during working hours without the permission of the Employer. Therefore, no Union Steward shall leave his work without obtaining the permission of his supervisor. With permission, stewards shall be able to leave work for the investigation and processing of grievances, attendance at meetings with the Employer and to participate in negotiations and arbitrations. Such time shall be considered as time worked (paid).

9.03 Definition of Grievance

A grievance is defined as any difference between the Employer and an employee or group of employees as to the interpretation or alleged violation of the provisions of this agreement.

9.04 Settling of Grievances

An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

Step 1

If the Steward consider the grievance to be justified, he/they will first seek to settle the dispute with the employee's immediate supervisor.

Step 2

Failing settlement being reached in Step 2, the Steward will submit the written grievance to the Township Council who will render their decision within thirty (30) working days after receipt of such notice.

Step 3

Failing a satisfactory settlement being reached in Step 3, the Union may refer the dispute to arbitration. Prior to the Union referring the dispute to arbitration, it must give notice in writing to the Employer of such an intention; such notice to be given to the

Employer within **thirty** (30) working days.

9.05 Grievance on Safety

An employee, or a group of employees, who is required to work under unsafe or unhealthy conditions shall have the right to file a grievance in the second step of the grievance procedure for preferred handling.

9.06 Replies in Writing

Replies to grievances stating reasons where practicable shall be in writing at all stages.

9.07 Facilities for Grievances

The Employer shall supply the necessary facilities for the grievance meetings.

9.08 Failure to Act Within Time Limits

If the grievor or the Union fails to process a grievance to the next step in the grievance procedure within the time limit specified, recourse to the grievance procedures that have not been completed shall be prohibited unless the Employer and the Union mutually agree to extend a time limit.

9.09 Technical Objections to Grievances

No grievance shall be defeated or denied by any formal or technical objection other than a failure to abide by a time limit specified in this agreement.

9.10 Mediation

By mutual consent, the parties may agree to use the services of a mediator any time during the grievance procedure. If the use of a mediator is agreed to the parties shall extend timelines to allow for the mediation process. The parties agree to share the costs of the mediation.

ARTICLE 10 - ARBITRATION

10.01 Composition of Board of Arbitration

Where either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail, email or fax, addressed to the other party of the agreement, indicating the name of its nominee on the Arbitration Board. Within five (5) working days following the next regularly scheduled Council meeting, the other party shall answer by registered mail, email or fax, indicating the name and address of its

appointee to the Arbitration Board.

The Union's appointee shall be a person other than a member of the bargaining unit and other than an employee or associate of the Canadian Union of Public Employees.

The Management's appointee shall be a person other than a member of the Township Council or an employee of the Corporation of the Township of O'Connor.

The two nominees appointed shall then meet to select an impartial chairman.

10.02 Failure to Appoint

If the party receiving the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a chairman within seven (7) days of their appointment, the appointment shall be made by the Minister of Labour upon the request of either party.

10.03 Board Procedure

The Board shall act judiciously and abide by the rules of natural justice and without limiting the generality of the foregoing shall give full opportunity to all parties to present evidence and make representations. 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 decisions inconsistent with the terms and provisions of this Agreement. It shall herein determine the difference or allegation and render a decision.

10.04 Decision of the Board

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the chairman shall be the decision of the Board. The decision of the Board of Arbitration shall be final, binding and enforceable on all parties, and may not be changed.

10.05 Disagreement on Decision

Should the parties disagree as to the meaning of the Board's decision, either party may apply to the chairman of the Board of Arbitration to reconvene the Board to clarify the decision, which it shall do within five (5) working days.

10.06 Expenses of the Board

Each party shall pay:

- (a) The fees and expenses of the arbitrator it appoints.
- (b) One-half (1/2) of the fees and expenses of the chairman.

10.07 Amending of Time Limits

The time limits fixed in both the grievance and arbitration procedure may be extended by consent of the parties.

10.08 Witnesses

At any stage of the grievance or arbitration procedure, the parties shall have the assistance of any employee(s) concerned as witnesses and any other witnesses.

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

10.09 Sole Arbitrator

The Employer and the Union agree that by mutual written agreement of the parties, a Sole Arbitrator may be substituted for a Board of Arbitration. The appointment and jurisdiction of the Arbitrator shall conform to the provisions of this article. Each party shall pay one-half (1/2) of the fees and expenses of the arbitrator and any costs of the place of hearing of such arbitration if and when the necessity arises.

ARTICLE 11 - DISCHARGE, SUSPENSION AND DISCIPLINE

11.01 Discharge Procedure

An employee who has completed his sixty (60) calendar day probationary period may be dismissed, but only for just cause, and only upon the authority of the Employer. A Superintendent may suspend an employee but shall immediately report such action to the Employer.

11.02 May Omit Grievance Steps

An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 9 - Grievance Procedure. Step 1 of the grievance procedure shall be omitted in such cases.

11.03 Burden of Proof

In cases of discharge and discipline, the burden of proof of just cause shall rest with the Employer.

11.04 Unjust Suspension or Discharge

Should it be found upon investigation that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in his former position without loss of seniority, and shall be compensated for all time lost in an amount equal to his normal earnings during the pay period next preceding such discharge or suspension, saving and excepting that if such employee obtains other employment during the period of his discharge or suspension, such amounts received shall be deducted from his compensation.

In the case of part-time employees, normal earnings as stated aforesaid, shall be determined by reference to the average amount of time worked in the six (6) month period immediately preceding his discharge or suspension and if he has worked less than a six (6) month period immediately preceding his discharge or suspension, normal earnings shall be determined by reference to the average amount of time worked by such employee during such term of employment.

If an employee has been hired for a specified time or to complete a specified job, the amount of compensation he shall receive shall not exceed the amount of wages such employee would have received had he completed the specified time or the specified job less the deductions hereinbefore referred to.

11.05 Warnings

Whenever the Employer or his authorized agent deems it necessary to censure an employee, indicating that dismissal may follow any further infraction or may follow if such employee fails to bring his work up to a required standard by a given date, the Employer shall, within thirty (30) working days thereafter, give written particulars of such censure to the CUPE National Representative, with a copy to the employee involved.

ARTICLE 12 - SENIORITY

12.01 Seniority Defined

Subject to the provisions hereinafter stated, seniority is defined as the length of service with the Employer.

12.02 Seniority List

The Employer shall maintain a seniority list showing the number of days credited to an employee on account of seniority. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year. If an employee does not challenge the seniority list within the first twenty (20) working days from the date

his name first appears on a seniority list, then he shall be deemed to have accepted the seniority list as posted.

Annexed hereto and marked as Schedule "B" to this Agreement, is a seniority list for all employees who fall within the bargaining unit as at the 1st day of December, 1975 and as more particularly defined in paragraph 4.01. The Union accepts Schedule "B" and agrees that future seniority lists posted in accordance with the terms of this Agreement will be computed as follows:

one (1) day for each day upon which the employee actually worked after the 1st day of December, 1975.

one (1) day for each day of vacation the employee takes in accordance with Article 18 of this Agreement after the 1st day of December, 1975.

one (1) day for each holiday taken by the employee after the 1st day of December, 1975, such holiday taken in accordance with Article 17 of this Agreement.

one (1) working day for each day after the 1st day of December, 1975 when an employee is off the payroll due to authorized layoff, sickness or accident.

one (1) day after the 1st day of December, 1975 for each day when an employee is off the payroll due to authorized personal leave of absence.

The Union accepts Schedule "B" as a complete list of all employees within the bargaining unit entitled to seniority and also accepts the amount of seniority credited to them on the said Schedule as at December 1st, 1975.

12.03 Loss of Seniority

An employee shall lose his seniority in the following cases:

- (a) He is discharged and is not reinstated through the grievance procedure or the arbitration procedure.
- (b) He resigns or voluntarily quits his employment with the Employer.
- (c) He is absent from work without sufficient cause.
- (d) He is absent from work in excess of two (2) working days without notifying the Employer or without making arrangements to notify the Employer, unless he is for just cause unable to notify the Employer or for just cause unable to make arrangements to have the Employer notified.
- (e) He fails to return to work within five (5) working days following a layoff

and after being notified by registered mail to do so. For the purposes of this paragraph it shall be the responsibility of the employee to keep the Employer informed of his current address and the notification by registered mail as aforesaid shall be deemed to have been properly given to the Employer by the employee. The time of posting the registered notice as aforesaid shall be the commencement of the time as aforesaid in which the employee shall return to work. An employee may waive notice as provided in this sub-paragraph (e) by advising the Employer that he does not wish to return to work.

- (f) He is off the payroll for a continuous period of twenty-four (24) months due to layoff.
- (g) He fails to return to work upon the termination of an authorized leave of absence unless a reason acceptable to the Employer is given.
- (h) He accepts gainful employment while on a leave of absence without first obtaining the consent of the Employer in writing.

12.04 Probation for Newly Hired Employees

Newly hired employees shall be considered on a probationary basis for a period of sixty (60) calendar days from the date of hiring. During the probationary period employees shall be entitled to all rights and privileges of this Agreement except with respect to discharge. The employment of such employee may be terminated at any time during the probationary period without recourse to the grievance procedure, unless the Union claims discrimination as set out in paragraph 4.04, as the basis of termination.

After completion of the probationary period, seniority shall be effective from the original date of employment.

12.05 Transfers and Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without his consent. If an employee is transferred to a position outside of the bargaining unit, he shall retain his seniority acquired at the date of leaving the Unit, but will not accumulate any further seniority. If such an employee later returns to the bargaining unit, he shall be placed in a job consistent with his seniority.

ARTICLE 13 - PROMOTIONS AND STAFF CHANGES

13.01 Job Postings

When a vacancy occurs or a new position is created inside the bargaining unit, the

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Employer shall post notice of the position in the Employer's offices a minimum of one (1) week.

13.02 Information in Postings

Such notice shall contain the following information:

- Nature of position, qualifications, required knowledge and education and skills.
- Such qualifications may not be established in a discriminatory manner.

13.03 Method of Making Appointments

Both parties recognize the job opportunity within the bargaining unit should increase in proportion to length of service, and therefore, in making staff changes, transfers, or promotions within the bargaining unit, appointment shall be made of the applicant with the greatest seniority and having the required qualifications and ability to perform the job.

13.04 Trial Period

The successful applicant shall be placed on trial for a period of up to thirty (30) working days. The parties may shorten such period if they determine that the successful applicant is either unsuitable or is suitable for such job. Conditional on satisfactory service, the employee shall be declared permanent after the expiration of the thirty (30) working days as aforesaid or such shorter time as the parties require to assess the applicant. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee himself is unable to perform the duties of the new job classification, he shall be returned to his former position, wage or salary rate and without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to his former position, wage or salary rate, without loss of seniority.

13.05 Union Notification

Within seven (7) calendar days of the date of appointment to a vacant position within the bargaining unit, the name of the successful applicant shall be sent to each applicant and a copy posted on all bulletin boards. The Union shall be notified of all appointments, hiring's, lay-offs, transfers, recalls and terminations of employment within the bargaining unit.

13.06 Part-Time, Seasonal, Temporary and Casual Employees

Part-Time, Seasonal, Temporary and Casual employees shall not accrue seniority nor, if a position becomes vacant, shall he have the right to apply for such position until after it is posted and no regular employees have applied. If such employee is hired as a regular, his seniority shall date from his first day of employment provided he has

worked a period of sixty (60) calendar days which shall be considered as his probationary period.

ARTICLE 14 - LAYOFFS AND RECALLS

14.01 Role of Seniority in Layoffs and Recall

Layoffs occurring in an established classification will result in a person last classified in the position reverting to labourer and bargaining-unit-wide seniority shall then govern.

Layoffs and recalls after such layoffs shall be based on seniority provided the employee has the qualifications and ability to perform the work.

- (a) Seniority
- (b) Skill, competence, efficiency, training, experience, and general work record with the Employer.

Where the qualifications in factor (b) are relatively equal seniority shall govern.

14.02 No New Employees

No new employees shall be hired until those laid off have been given an opportunity of recall, saving and excepting that no employees need be given any opportunity of recall if they have lost their seniority.

14.03 Advance Notice of Layoff

Unless legislation is more favourable to the employees, the Employer shall notify employees who are to be laid off five (5) working days prior to the effective date of layoff. However, no notice of layoff shall be required if the particular employee was hired for a specified time or to complete a specified job. Where the employee was not hired for a specified period of time or to complete a specified job and such employee has not had the opportunity to work the day as provided in this article, he shall be paid for the day for which work was not made available.

14.04 Continuation of Benefits

The Employer agrees to pay the full coverage for all employees' benefit plans for full-time employees laid off for periods of less than one (1) month.

In the event of a longer lay-off, employees so affected shall have the right to continue this coverage through direct payments.

14.05 Grievances on Lay-offs and Recalls

Grievances concerning lay-offs and recalls shall be initiated at Step 2 of the grievance procedure.

ARTICLE 15 - HOURS OF WORK

15.01 Regular Working Hours

For the purpose of this Agreement, regular working hours for employees paid on an hourly basis will be from 8:00 a.m. until 4:30 p.m. allowing one-half (1/2) hour for noon lunch and will apply to a forty (40) hour week Monday to Friday inclusive.

15.02 Paid Rest Period

An employee shall be permitted a rest period of fifteen (15) consecutive minutes in both the first half and the second half of a shift.

ARTICLE 16 - OVERTIME

16.01 Overtime Defined

All time worked beyond forty (40) hours in any work week or a holiday as set out in paragraph 17.01 of this agreement, shall be considered overtime.

16.02 Overtime Rates

Where an employee works in excess of forty (40) hours in any work week he shall be paid for each hour worked in excess of forty (40) hours an amount not less than one and one-half (1½) times his regular rate.

16.03 No Layoff to Compensate for Overtime

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

16.04 Sharing of Overtime

Overtime and call back time where reasonably practicable shall be divided equally among employees who are willing and qualified to perform the available work.

16.05 Overtime for Part-Time, Seasonal, Temporary and Casual Employees

A part-time employee working less than the regular working hours per day or week, shall be paid straight time pay during his regularly scheduled part-time hours.

Overtime rates shall apply after forty (40) hours worked in any one (1) week and for all work performed on holidays.

A seasonal, temporary or casual employee working more than eight hours per day, but less than forty (40) hours per week, shall be paid straight time pay.

16.06 Call Back Pay Guarantee

An employee who is called back to work outside his regular working hours shall be paid for a minimum of three (3) hours at overtime rates.

16.07 Banking of Overtime

Employees shall be allowed the option of banking their overtime, at premium rates, to be used as lieu time off at a later mutually agreeable date subject to the following:

- a) Total accumulation is limited to sixty (60) hours at any one time.
- b) This provision only applies during the months of January to October inclusive which means that during the months of November and December overtime will be paid.
- c) All accumulated time must be used up by October 31 each year or payment will be made immediately after.

ARTICLE 17 - HOLIDAYS

17.01 Paid Holidays

The Employer recognizes the following as paid holidays:

New Year's Day	Civic Holiday
Good Friday	Labour Day
Easter Monday	National Truth and Reconciliation Day
Victoria Day	Thanksgiving Day
Canada Day	Christmas Day
	Boxing Day

Three (3) Floating Holidays to be taken at a time mutually agreed upon by the employee and the employer, and any other day proclaimed as a holiday by the Federal, Provincial or Municipal Government.

Effective on date of Ratification; Part-time, seasonal, temporary or casual employees are entitled to one (1) floater day for every six hundred and seventy (670) hours worked.

Paid Holidays for part-time, seasonal, temporary or casual employees will be calculated as per the Employment Standards Act as follows: The sum of regular wages earned and all vacation pay that was payable to the employee in the four work weeks ending just before the work week with the public holiday divided by the sum of 20.

17.02 Holidays Falling on Saturday and/or Sunday

When any of the above noted holidays falls on a Saturday and/or Sunday and is not proclaimed as being observed on some other day, the following Monday (or Tuesday, where the Monday already applies to a holiday falling on Saturday) shall be deemed to be the holiday for the purpose of this Agreement.

17.03 Pay for Scheduled Work on a Holiday

Subject to paragraph 17.04 where an employee is required to work on New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, National Truth and Reconciliation Day, Thanksgiving Day, Christmas Day or Boxing Day he shall receive his wages at his regular rate, plus an additional amount of one and one-half (1 1/2) times his regular rate as holiday pay, and in addition any overtime pay to which the employee is entitled under paragraph 16.02.

17.04 Exception to Article 17.03

Paragraph 17.03 does not apply to an employee who

- (a) is employed for less than two (2) months.
- (b) has not earned wages for at least twelve (12) working days during the four (4) weeks immediately preceding the holiday.
- (c) does not work on his regular day of work preceding and following the holiday.
- (d) is employed under an arrangement whereby he may elect to work or not when requested to do so.
- (e) has agreed to work on a public holiday and who without reasonable cause, fails to report for and perform the work.

ARTICLE 18 - VACATIONS

18.01 Length of Vacation

Every employee shall receive an annual vacation with pay in accordance with his years

August 1, 2024 to July 31, 2028

of employment as follows:

Less than one year of service - an amount equal to 4% of the gross wages of the employee accumulated to date of commencement of vacation.

One year through three years - two weeks

Four years through six years - three weeks

Seven years or more - four weeks plus one (1) additional day for each additional year worked over and above a seven year period of service.

For the purposes of computing entitlement to vacation in accordance with this paragraph, two hundred and sixty (260) days seniority shall be the equivalent of one (1) year.

18.02 Vacation Pay

Vacation pay shall be at the rate effective during the vacation period, where applicable.

18.03 Vacation Pay on Termination

An employee terminating his employment at any time in his vacation year before he has had his vacation, shall be entitled to a proportion of payment of salary or wages in lieu of such vacation prior to termination.

18.04 Unbroken Vacation Period

An employee shall be entitled to receive his vacation in an unbroken period, unless otherwise mutually agreed upon between the employee and the Employer.

ARTICLE 19 - SICK LEAVE PROVISIONS

19.01 Sick Leave Defined

Sick leave means the period of time an employee is absent from work with full pay by virtue of his being unable to perform his duties for the Employer by reason of his personal sickness or his personal disability.

19.02 Annual Paid Sick Leave

Twelve (12) days sick leave per year shall be earned by an employee at the rate of one (1) day for every month an employee is employed. Full-time permanent employees who have passed their probation period shall be credited with twelve (12) days sick

leave on January 1st of each year. In the case of part-time and seasonal employees sick leave shall be earned at the rate of one (1) days for every twenty-two (22) days actually worked.

19.03 Proof of Illness

Every employee claiming sick pay under the provisions of this Article for illnesses in excess of three (3) consecutive working days shall furnish to the Employer either a statutory declaration or a certificate signed by a qualified medical practitioner certifying that during such period, such employee was unable to perform his duties due to personal illness.

19.04 Sick Leave During Leave of Absence and Layoff

An employee shall not be entitled to accumulate any sick leave while he is on an approved leave of absence or while he is absent from work by reason of layoff.

19.05 Illness in the Family

Where no one other than the employee can provide for the needs during illness of either his spouse or his child, an employee shall be entitled, after notifying his superior, to use a maximum of four (4) accumulated sick leave day of illness for this purpose.

19.06 Deductions from Sick Leave

Deductions shall be made from annual sick leave of all normal working days exclusive of holidays absent for sick leave. Absence on account of illness for less than one-half (1/2) day shall not be deducted from any accumulated credit. Absence for one-half (1/2) day or more, and less than one (1) full day, shall be deducted as only one-half (1/2) day. However, where the employee is absent for one-half (1/2) day or more he shall have deducted from his sick leave credit the actual time missed if he does not work a minimum of two (2) hours on that day.

19.07 Medical Appointments

It is understood that employees will make every effort to schedule medical appointments for outside of working hours. However, where it is not possible to do so, an employee may utilize up to twelve (12) days of sick leave per year to cover absences due to medical appointments.

19.08 Banking of Sick Days for LTD

Employees are allowed to bank a total of 119 sick days, which is the waiting period for Long Term Disability.

The Employer will contribute an additional 5 days per year in a separate bank which can only be used during the waiting period for LTD.

ARTICLE 20 - LEAVE OF ABSENCE

20.01 Paid Bereavement Leave

- (a) In the event of death of an employee's spouse (including same sex or common-law spouse), child or parent, the employee shall be entitled to leave of absence without loss of pay for five (5) working days.
- (b) In the event of an employee's sister, brother, grandparent or grandchild, step-parent, mother-in-law, father-in-law, son-in-law, daughter-in-law the employee shall be entitled to leave of absence without loss of pay for three (3) working days.
- (c) In the event of death of an employee's brother-in-law, sister-in-law, or grandparent of spouse the employee shall be entitled to leave of absence without loss of pay for two (2) working days.
- (d) Where an employee is qualified to receive bereavement leave with pay or any other approved leave with pay during his or her period of vacation, there shall be no deduction from vacation credits for such absence. The days of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date mutually agreed upon with the Supervisor.
- (e) An employee may elect to defer one (1) day of bereavement leave to be used for attendance at the actual interment.
- (f) An employee shall be entitled to a leave of absence without loss of pay for one half (1/2) working day for the purposes to attend a funeral as a pall bearer.

20.02 Paid Jury Duty or Court Witness Leave

The Employer shall grant leave of absence without loss of seniority benefits to an employee who serves as a juror or witness in any court. The Employer shall pay such an employee the difference between his normal earnings and the payment he receives for jury service or court witness, excluding payment for travelling, meals, or other expenses. The employee will present proof of service and the amount of pay received. Time spent by an employee required to serve as a court witness in any matter arising out of his employment shall be considered as time worked at the appropriate rate of pay.

20.03 Education Leave

An employee shall be entitled to a leave of absence with pay and without loss of seniority and benefits to write examinations to up-grade his employment qualifications upon approval of the Employer.

20.04 Leave of Absence for Union Functions

Upon request to the Employer, an employee elected or appointed to represent the Union at conventions, Executive and Committee meetings of CUPE, its affiliated or chartered bodies, may be allowed leave of absence without pay but without loss of benefits.

20.05 General Leave

An employee shall be entitled to a leave of absence without pay and without loss of seniority when he requests such leave for good and sufficient cause; the sufficiency of such cause to be determined by the Employer and the Employer's decision as to the sufficiency of such cause shall be final and binding without recourse to grievance or arbitration. Such request shall be in writing and approved by the Employer and shall be for a period not in excess of three (3) months.

20.06 Negotiations and Grievance Pay Provisions

Representatives of the Union shall not suffer any loss of pay or benefits for total time involved in negotiations and grievances called by the Employer.

20.07 Pregnancy and Parental Leave

Pregnancy and Parental leave shall be as per the Employment Standards Act. During such leave, employees shall retain all the benefits of this collective agreement.

ARTICLE 21 - PAYMENT OF WAGES AND ALLOWANCES

21.01 Pay Days

The Employer shall pay salaries and wages every second Friday in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each pay day each employee shall be provided with an itemized statement of his wages, overtime and other supplementary pay and deductions.

ARTICLE 22 - JOB CLASSIFICATIONS

22.01 No Elimination of Present Classifications

Existing classifications shall not be eliminated without prior agreement with the Union.

22.02 Contracting Out

Should the Employer contract out any work of the bargaining unit, no full-time employee shall be terminated or laid off.

22.03 Acting Pay Leadhand Position

In the absence of the Leadhand during vacation periods or scheduled absences, an employee filling in the position of Leadhand, will receive Leadhand rate.

ARTICLE 23 - EMPLOYEE BENEFITS

23.01 Hospital and Medical Insurance

The Employer shall pay the full cost of the following plans for all employees and their dependents:

- (a) Health Care Insurance Provider Extended Health Care Plan (10-20 deductible - including drugs.)
- (b) Health Care Insurance Provider Vision Care Plan to provide a benefit of three hundred (\$300.00) dollars every two (2) years and the cost of an eye exam every two (2) years.

23.02 Allowance for Tools

The Employer shall supply all tools and equipment required by employees in the performance of their duties. Replacement will be made by producing the Township's worn or broken tool.

23.03 Group Life Insurance

Effective November 1, 1992 the Employer shall pay one hundred percent (100%) of the premium for a group life insurance plan with accidental death and dismemberment which shall provide the following benefits:

1. Coverage is two time (2x) annual salary to age 65.
2. Convertible to individual plans non-medical evidence.

3. Waiver of premium to age 65 if disabled.
4. Coverage of loss of use, loss of limbs etc. (claim depends on loss).
5. Dependent Life: \$5,000.00 spouse/\$2,500.00 per child.

23.04 Long Term Disability

Effective November 1, 1992 the Employer shall pay one hundred percent (100%) of the premium for a long term disability plan which shall provide the following benefits:

1. Sixty-six and two-thirds percent (66.7%) of the employee's monthly earnings to a maximum of five thousand dollars (\$5,000.00) per month.
2. Coverage to age 65.
3. Coverage for first two (2) years in own occupation (inability to do the substantial duties of his/her job), thereafter definition changes to total disability (inability to do any gainful work due to education, training, experience).
4. Rehabilitation provision: will pay during rehab.
5. No reduction of income due to cost-of-living pension indexing of government payments.
6. Waiver of premium to age 65 when applicable.

23.05 Pension Plan

Every employee who has met the requirements for enrolment, shall join the Ontario Municipal Employees Retirement System, and the Employer and employees shall make contributions in accordance with the provisions of the Plan.

Such employees will be given the opportunity to purchase eligible past service in accordance with O.M.E.R.S. procedures. The Employer shall pay fifty percent (50%) of the cost of the past service purchased.

23.06 Supplementary Benefits

The Employer agrees to provide a self-insured supplementary benefit plan to all full-time employees and dependents with the following conditions:

The Employer shall set up a separate account for each full-time employee. Each January 1st the Employer shall add two thousand (\$2,000) credit to the balance of the account of each employee. On December 31st of the second year of such credit, any balance not yet used by the employee shall be considered to have been spent.

Each full-time employee shall be reimbursed expenses from the fund, either paid to the employee upon presentation of a receipt or paid directly to the Supplementary Benefit provider upon presentation of an invoice. Such reimbursement shall be 100% up to the limit of the employee's balance in their account.

If an employee terminates his employment for any reason the balance in their account shall revert to the Employer. There shall be no cash pay out of their account.

The parties agree to revisit this issue in the next round of collective bargaining based on the experience during the term of this collective agreement.

23.07 Benefits After 65

An employee continuing employment with the Township past the age of 65 will continue to be eligible to receive those benefits described in Article 23 subject to the terms of the insurance policy, including termination provisions and provisions related to age with the exception of Long Term Disability. The benefits to be included in the insurance policy for these employees will not include any benefits provided by the Provincial or Federal Government.

ARTICLE 24 - HEALTH AND SAFETY

24.01 Safety Work Attire

The Employer shall pay up to a maximum of three hundred and fifty (\$350.00) dollars per pair for safety shoes or boots or work attire, annually. Such safety shoes or boots or work attire must be worn by the employee.

Part-time employees who work more than sixty (60) working days in one year will be entitled to a maximum of forty (\$40.00) dollars per pair for safety shoes or boots annually, if part-time employees work more than one hundred and sixty (160) working days in one year, they will be entitled to the one hundred and twenty-five (\$125.00) dollars maximum amount.

Seasonal Employees will be entitled to one hundred and twenty-five (\$125.00) annually for safety shoes or boots or work attire.

24.02 Medical Requirements

Employees required to provide a medical report for licensing purposes will be reimburse the full cost of the medical report. The Employee will supply the Employer a receipt from a family physician or a nurse practitioner for reimbursement.

ARTICLE 25 - PRESENT CONDITIONS AND BENEFITS

25.01 Amalgamation, Regionalization and Merger Protection

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

- (a) Employees shall be credited with all seniority rights with the new Employer.
- (b) All service credits relating to vacation with pay, sick leave credits and all other benefits shall be recognized by the new Employer.
- (c) All work and services presently performed by members of the Canadian Union of Public Employees shall continue to be performed by CUPE members with the new Employer.
- (d) Conditions of employment and wage rates for the new Employer shall be equal to the best provisions in effect with the merging Employers.
- (e) No employee shall suffer a loss of employment as a result of merger.
- (f) Preference in location of employment in the merged municipality shall be on the basis of seniority.

ARTICLE 26 - TERM OF AGREEMENT

26.01 Duration

This Agreement shall be binding and remain in effect from the 1st day of August, 2024 to the 31st day of July, 2028 and shall continue from year to year thereafter unless either party gives to the other party notice in writing within the period of ninety (90) days prior to the last day of July in any year that it desires its termination or amendment.

26.02 Changes in Agreement

Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement; such changes to be in writing and signed by both parties.

ARTICLE 27 - FEDERAL OR PROVINCIAL LEGISLATION

27.01 Deemed to Comply

This Agreement shall be deemed to be amended to comply with any Federal or Provincial legislation that is presently in effect or that may become effective during the term of this Agreement.

ARTICLE 28 - GENERAL

28.01 Plural or Feminine Terms May Apply

Whenever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used where the context of the party or parties hereto so require.

28.02 Driver's License

Prior to January 31st of each calendar year each employee must provide a current Driver's Abstract to the Clerk-Treasurer. Upon presentation of a receipt, the employee shall be reimbursed, in full, for the cost of the required document.

The employee must advise the Clerk-Treasurer immediately of any change in the status of the employee's driver's licence. If an employee has his or her driver's licence suspended, revoked or restricted in any way, which would have an impact on the employee's legal ability to perform the duties of the position, the employee will be laid off until such time as the employee's licence is reinstated. The Employer will give consideration to providing the employee with the opportunity for alternate work. This will be reviewed on a case by case basis and to the extent of the availability of alternate work.

Failure to comply with the above shall result in disciplinary action up to and including termination.

SCHEDULE "A" - WAGE SCHEDULE

Pay increase of: August 1, 2024 – 3%
 August 1, 2025 – 3%
 August 1, 2026 – 3%
 August 1, 2027 – 3%

Classification	Effective August 1, 2024	Effective August 1, 2025	Effective August 1, 2026	Effective August 1, 2027
Leadhand	\$33.24	\$34.24	\$35.27	\$36.33
Equipment Operator #1	\$30.40	\$31.31	\$32.25	\$33.22
Equipment Operator #2	\$28.70	\$29.56	\$30.45	\$31.36
Labourer	\$25.52	\$26.29	\$27.08	\$27.89

SCHEDULE "B" - SENIORITY SCHEDULE

<u>NAME</u>	<u>DAYS</u>
JOHN CAREN	(June 10, 2022)
DARREN SMITH	(May 27, 2024)

SCHEDULE "C"

PART-TIME, SEASONAL, TEMPORARY AND CASUAL EMPLOYEES

Article 15 and Article 23.01, 23.03, 23.04 and 23.06 shall not apply to part-time, seasonal, temporary or casual employees.

Article 19 shall not apply to temporary or casual employees.