



COLLECTIVE AGREEMENT

Between

**THE CORPORATION OF THE MUNICIPALITY OF
HIGHLANDS EAST
("the Employer")**

and

**THE CANADIAN UNION OF PUBLIC
EMPLOYEES
and its Local 4416
("the Union")**

January 1, 2024 to December 31, 2027

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ARTICLE 1 - PREAMBLE

1.01 Intent and Purpose:

It is the intent and purpose of this Collective Agreement which has been negotiated in good faith:

- (a) To establish collective bargaining relations between the Employer and the Union and provide settled and just conditions of employment.
- (b) To provide an orderly procedure for the equitable disposition of grievances.
- (c) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, service, etc.
- (d) To recognize the rights of the Employer and the functions of the Union.
- (e) To promote the morale, well being and security of all employees in the bargaining unit of the Union.

1.02 Human Rights Code:

The Employer and the Union agree to abide by the Human Rights Code.

1.03 Definitions:

For the purpose of this Collective Agreement, the following definitions shall be applied as follows:

(a) Probationary Employee:

Is an employee who is hired by the Employer and who becomes a permanent employee after having satisfactorily completed his/her probationary period.

(b) Probationary Period:

The probationary period shall consist of one hundred and twenty (120) calendar days in the employment of the Employer.

(c) Full-Time Employee:

Is an employee who regularly works the hours stipulated in Article 13.02.

(d) **Part-Time Employee:**

Is an employee who is regularly scheduled to work sixty (60) hours or less on a bi-weekly basis. For further clarification the hours of work are consistently less than the standard workweek of the appropriate or comparable full-time classification.

(e) **Temporary Employee:**

Is an employee who is hired to replace an employee who is absent as a result of sickness, accident, and a leave of absence, to fill a special non-recurring workload or for other reasons as agreed to between the Employer and the Union.

A temporary employee hired to fill a special non-recurring workload shall not be employed for more than six (6) months. The term may be extended a further six (6) months on mutual agreement of the Employer and the Union.

Temporary employees shall not be covered by the terms of this Collective Agreement except with regard to the payment of union dues in accordance to Article 4 of this Collective Agreement. Other terms and conditions of employment will be as outlined in the *Employment Standards Act*.

Temporary employees shall be paid in accordance to Schedule "A" of this Collective Agreement.

1.04 Wherever the singular or masculine is used in this Collective Agreement it shall be considered as if the plural or feminine has been used where the context so requires.

1.05 **Potential Employees:**

The Employer agrees to acquaint potential employees with the fact that a Union Collective Agreement is in effect, and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-Off.

1.06

Interviewing Opportunity:

On commencing employment, the employee's immediate supervisor shall introduce the new employee to his/her union steward or representative. An officer of the Union shall be given an opportunity to interview each new employee within regular working hours, without loss of pay, for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting the new employee with the benefits and duties of union membership and his/her responsibilities and obligations to the Employer and the Union.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01

The Union recognizes and acknowledges that the management of the Corporation and the direction of the working force are the exclusive function of the Employer and, without restricting the generality of the foregoing; the Union acknowledges that it is the exclusive function of the Employer:

- (a) To maintain discipline, order and efficiency;
- (b) To hire, promote, classify, transfer, suspend, lay-off, assign and retire employees and to discipline or to discharge any employee for just cause provided that a claim by an employee who has acquired seniority that they have been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided;
- (c) To make, enforce and alter, from time to time, rules, regulations and policies to be observed by the employees;
- (d) To determine the nature and kind of operations conducted by the Employer, the kind and locations of depots and offices, equipment, and materials to be used, the control of materials and parts, the methods and techniques of work, the content of jobs, the schedules of work, the number of employees to be employed, the extension, limitation, 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.

2.02

The Employer acknowledges that the exercising of these management rights are subject to the provisions of this Collective Agreement.

ARTICLE 3 - UNION RECOGNITION

3.01 Recognition Clause:

The Employer recognizes the Canadian Union of Public Employees and its Local 4416 as the sole and exclusive collective bargaining agent for all employees of The Corporation of the Municipality of Highlands East, save and except the CAO/ Treasurer, Clerk, Deputy-Treasurer/Tax Collector, Deputy CAO/Treasurer, Public Works Manager, Operations Supervisor, Environmental Supervisor, Property Supervisor, Chief Building Official, Deputy Chief Building Official, Fire Chief, Executive Assistant to the CAO and students employed during the school vacation period which is defined as May 15th to September 15th.

3.02 Work of the Bargaining Unit:

Persons outside the bargaining unit shall not perform duties normally performed by members of the bargaining unit if such work directly results in the lay-off or discharge, a reduction in hours of work or the controlling of overtime of any bargaining unit employee.

Notwithstanding the above paragraph, persons outside the bargaining unit may perform duties normally performed by members of the bargaining unit in an emergency, when regular employees are not available, for purposes of instruction or experimenting or in circumstances that are mutually agreed to between the Employer and the Union.

3.03 Technological Change or Mechanization:

- (a) No employee who has accumulated one (1) year's seniority shall be dismissed by the Employer as a result of the institution of technological change or mechanization. An employee who is displaced by technological change or mechanization shall be given the opportunity to fill another vacancy, if capable of doing so, according to their seniority.
- (b) The employee shall be given a period of training sufficient to perfect or acquire the skills necessitated by the new methods of operation. During the training period there will be no reduction of pay unless a new classification has been created and in that event the employee will be paid the rate agreed upon by the Employer and the Union.
- (c) In the event that an employee, after a reasonable training period, is unable to acquire the skill required, they shall be transferred to another position, if

available, at the rate of pay for that position or shall be laid off as provided by this Collection Agreement.

3.04 **Contracting Out:**

The Employer shall not contract out work normally performed by members of the bargaining unit if it directly results in the lay-off of members of the bargaining unit.

3.05 **No Other Agreement:**

No employee shall be required or permitted to make a written or verbal agreement, which may conflict with the terms of this Collective Agreement. In respect of employees covered by this Collective Agreement, the Employer shall not recognize during the currency of this Collective Agreement any other bargaining agent in respect of matters herein dealt with.

ARTICLE 4 - UNION SECURITY

4.01 The Employer shall deduct from every employee covered by this Collective Agreement any dues, initiations or assessments levied in accordance with the Union constitution and/or by-laws, and owing by them to the Union.

4.02 All such deductions shall commence the first (1st) month of employment provided that the employment date is prior to the fifteenth (15th) and forward the money so deducted to the National Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the month following, together with the names of the employees added or deleted during that period. A copy of this report shall be forwarded to the Treasurer of Local 4416.

4.03 If an employee is not on the payroll due to a serious illness, an occupational accident or leave of absence without pay, it is not the Employer's responsibility to deduct or in any way to retrieve union dues from the employee for this period.

4.04 The Union shall indemnify and save harmless the Employer from any and all claims arising out of the collection, attempted collection, custody of and/or account of such dues, initiation fees and assessments.

4.05 **Correspondence:**

Except as herein provided, all correspondence between the parties, arising out of this Collective Agreement, or incidental thereto, shall pass to and

from the CAO/ Treasurer and the Secretary of Local 4416, with a copy to the President of Local 4416.

4.06 **Permission to Leave Work:**

The Union understands and agrees that the Union officers and committee members are employed to perform work for the Employer. They will not leave their work during working hours except to perform their duties under this Collective Agreement. They shall not leave their work without obtaining permission of their Supervisor. Such permission shall not be unreasonably withheld. When resuming their regular work, they shall again report to their supervisor.

Time away from the job by the Union officers and committee members shall be without loss of regularly scheduled straight time pay if such time has been granted by the Employer. The Employer reserves the right to limit such time if it deems the time so taken to be excessive.

ARTICLE 5 - LABOUR MANAGEMENT RELATIONS

5.01 **Representation:**

(a) **Labour Management Committee:**

There shall be a Labour Management Committee composed of two (2) representatives of the Union who have completed their probationary period, and two (2) representatives of the Employer. The function of this committee shall be to discuss labour relations matters of mutual concern to the parties, but it is understood and agreed that the committee will not discuss grievances.

The committee will meet on an as needed basis on a date mutually agreed to. The parties shall hold such a meeting within seven (7) days of the request by either party, provided all representatives are available (i.e. not on vacation or absent for any other reason).

The Employer shall record the minutes of the meeting and a copy shall be sent to each of the committee members as soon as possible.

Union committee members will be allowed time off with pay to attend such meetings.

(b) **Negotiations Committee:**

A Negotiations Committee shall be appointed by the Union and consist of not more than three (3) regular employees, who have completed their probationary period, of the Union and three (3) representatives of the Employer. The Union will advise the Employer as to the Union nominees on the Committee at least seven (7) days before bargaining commences.

Employees on the Negotiations Committee shall suffer no loss of regularly scheduled straight time pay while at negotiations through to the completion of mediation, if necessary.

5.02 **Representatives of Union:**

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.

The Employer shall have the right at any time to have the assistance of an advisor/legal counsel when dealing or negotiating with the Union.

5.03 **Technical Information:**

The Employer shall make available to the Union, upon request, the following information with regard to members of the bargaining unit: positions in the bargaining unit, job classifications and wage rates.

The Employer shall include on the report in article 4.02 whether the employee is full-time, part-time, temporary, or seasonal.

5.04 **Representatives:**

No individual 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 shall supply the Employer with the names of its officers and persons appointed to the committees and offices in this article. Similarly, the Employer shall supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

ARTICLE 6 - GRIEVANCE PROCEDURE

6.01 Election of Stewards:

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the right of the Union to appoint or elect two (2) Stewards from among the regular employees, whose duties shall be to assist any employee in preparing and presenting his/her grievance in accordance with the grievance procedure.

6.02 Name of Steward:

The Union shall notify the Employer in writing of the name of the Stewards before the Employer shall be required to recognize him/her.

6.03 Permission to Leave Work:

Time off under this Article by the Stewards shall be devoted to the prompt handling of grievances and shall be limited to the time required for attending grievance step meetings and any preliminary meetings with the Employer.

6.04 Definition of Grievance:

For the purposes of this Collective Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Collective Agreement including any question as to whether a matter is arbitrable. The parties to this Collective Agreement believe that it is important to adjust complaints and grievances as quickly as possible.

6.05 Time Limit:

No grievance shall be considered where the circumstances giving rise to it occurred or originated more than twelve (12) full working days from the time the employee(s) became aware of the event, giving rise to the grievance.

6.06 Procedure:

Grievances properly arising under this Collective Agreement shall be adjudicated and settled as follows:

If an employee has a complaint, he/she shall discuss it with his/her immediate supervisor. In order to be considered a grievance such discussion must take place within ten (10) working days from the time the employee(s) became

aware of the event giving rise to the complaint had first occurred or originated. Failing settlement within three (3) working days, the complaint may be filed as a grievance.

Step One:

The Union shall present the employee's grievance in writing to the employee's immediate supervisor. The employee shall have the assistance of his/her Steward. The immediate supervisor shall give his/her decision within five (5) working days following the presentation of the grievance to him/her. If the decision is not satisfactory to the employee(s) concerned, the grievance may be presented as follows:

Step Two:

Within five (5) working days after the decision is given under Step One the Union may submit the grievance, in writing, to the CAO/Treasurer. The employee, accompanied by his/her Steward, and a representative of the Union, if requested by the Union, shall meet as promptly as possible but within seven (7) working days with the CAO/Treasurer and/or such other persons as the CAO/Treasurer may desire to consider the grievance. The CAO/Treasurer shall render, in writing, to the Union the decision of the Employer with regard to the grievance within five (5) working days following the meeting. The Employer must be notified, in writing, within ten (10) working days following the meeting, if the grievance is to be submitted to arbitration.

6.07

Policy Grievance:

A complaint or grievance arising directly between the Employer and the Union concerning the interpretation, application or alleged violation of the Collective Agreement shall be originated at Step No. 2 within five (5) working days following the circumstances giving rise to the complaint or grievance. It is expressly understood, however, that the provisions of this article may not be used with respect to a grievance directly affecting an employee which such employee could institute the grievance, and the regular grievance procedure shall not be thereby bypassed. A grievance by the Employer shall be filed with the Steward or designate. If the policy grievance is not settled at the conclusion of such meeting, the responding party shall submit a written answer within ten (10) working days after such meeting. If the response is unacceptable, the grievance may be submitted by either party in writing, to arbitration as set out in Article 7.

6.08 **Management Grievance:**

It is understood that the Employer may submit to the Union any complaint with respect to the conduct of the Union, its officers or members, or any complaint that a Collective Agreement obligation undertaken by the Union or any employee under this Collective Agreement has been violated. Such complaint shall be submitted within ten (10) working days of the circumstances giving rise to the grievance.

Such complaints, if not resolved by verbal discussion, shall be reduced to writing and delivered or forwarded to the Steward, where upon it shall be discussed at Step No. 1 of the grievance procedure.

Failing a satisfactory settlement within ten (10) working days after the meeting in Step No. 1, the Employer may refer it to arbitration in accordance with the provisions of Article 7.

- 6.09 Any reference to days in this Article shall mean working days; Saturdays, Sundays and Statutory Holidays are not working days.
- 6.10 All time limits specified above may be extended by mutual written agreement.
- 6.11 All replies pertaining to the grievance and arbitration procedure (Article 7) shall be in writing at all stages.
- 6.12 Any mutually agreed changes to this Collective Agreement shall form part of this Collective Agreement and are subject to the grievance and arbitration procedure.
- 6.13 All agreements reached under the grievance procedure between the representatives of the Employer and the representatives of the Union will be final and binding upon the Employer and the Union and Employees.

ARTICLE 7 - ARBITRATION

7.01 **Single Arbitrator:**

The parties may agree to the appointment of a sole arbitrator unless either party request to proceed with a Board of arbitration as outlined in Article 7.02.

7.02

Composition of Board of Arbitration:

If either party requests that a grievance be submitted to a Board of Arbitration, the request shall be made by registered mail or personal service addressed to the other party to the Collective Agreement indicating the name of its nominee to the Arbitration Board. Within seven (7) working days thereafter, the other party shall answer in writing by registered mail or personal service indicating the name and address of its nominee to the Arbitration Board. Such notices shall be sent to the CAO/Treasurer in the case of the Employer and to the Secretary of Local 4416 in the case of the Union with a copy to the National Representative of CUPE.

7.03

Failure to Appoint:

Absent an agreement on the appointment of a sole arbitrator, or if either party has requested to proceed with a Board of Arbitration and the recipient of this notice in Article 7.02 fails to nominate a nominee within seven (7) working days thereafter, or if the two nominees fail to agree upon a chairperson within fifteen (15) calendar days of referring the matter to arbitration, either party may request the Minister of Labour to appoint a sole arbitrator under the *Ontario Labour Relations Act, 1995*.

7.04

Board Procedures:

The procedures of the Board of Arbitration shall be as determined by the *Ontario Labour Relations Act*.

7.05

Board Authority:

The Arbitrator or the Board of Arbitration shall not have jurisdiction to amend, alter, modify, or add to any of the provisions of this Collective Agreement, nor to substitute any new provision in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this Collective Agreement.

7.06

Expenses of the Board:

Each party shall pay:

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

ARTICLE 8 - DISCHARGE, SUSPENSION, DISCIPLINE AND PERSONNEL RECORDS

- 8.01 An employee who has completed their probationary period and who is called to a meeting by their supervisor or other management person for the purpose of receiving written disciplinary action, a disciplinary suspension or discharge shall be advised of the purpose of the meeting and shall have Union representation at the meeting.
- 8.02 A claim by an employee that they have been discharged without just cause shall be treated as a grievance if a written statement of such grievance is lodged with the CAO/Treasurer at Step Two of the grievance procedure within three (3) full working days after the employee is discharged.
- 8.03 **Personnel File:**
- An employee has the right to review his/her personnel file within five (5) working days of requesting same, in writing, to the CAO/Treasurer or his/her designate. An employee who has been terminated by the Employer may view his/her file within ten (10) working days of his/her termination date. Employees reviewing their files shall do so in the presence of the Employer.
- 8.04 A copy of any disciplinary action, which is placed in the employee's personnel file, will be given to the employee. A copy of any disciplinary action which has been placed in the employee's personnel file shall be removed from the employee's file when the employee(s) has completed eighteen (18) months with a clear disciplinary record from the date of the last occurrence.

ARTICLE 9 - NO STRIKES OR LOCKOUTS

- 9.01 The parties agree that there shall be no strikes or lockouts during the term of this Collective Agreement.

ARTICLE 10 - SENIORITY

- 10.01 **Definition of Seniority:**
- Seniority is defined as the length of service in the bargaining unit and shall include service with the Employer prior to the certification or recognition of the Union. Seniority for part-time employees shall be calculated on the basis of one (1) year is equal to eighteen (1800) hours paid and no part-time employee shall earn more than one (1) equivalent seniority in any twelve (12) month period. When a part-time employee successfully bids on and obtains

a full-time position, their seniority shall be converted to an adjusted hire date based on their hours paid. The application of seniority shall be as outlined within this Collective Agreement. Seniority shall operate on a bargaining unit wide basis.

10.02 Seniority List:

The Employer shall maintain three (3) seniority lists one full-time, one part-time and one seasonal showing the seniority date of each employee and, in addition, for part-time employees, the accumulated hours paid. Up-to-date seniority lists shall be sent to the Union and posted on all bulletin boards in July of each year.

10.03 Every employee hired by the Employer shall serve a probationary period and on completion of the said period, his/her seniority shall date from the day on which he/she commenced his/her employment with the Employer. During the probationary period, employees will be entitled to all rights and privileges of this Collective Agreement except for Article 19 - Benefits. In addition, probationary employees will not have the right to the grievance procedure in the case of discipline or discharge.

10.04 An employee shall lose all seniority and shall be deemed to have resigned their employment if:

- (a) he/she retires or resigns;
- (b) he/she is discharged and not reinstated through the grievance procedure or arbitration;
- (c) he/she is absent from work in excess of four (4) working days without notice and/or without reason satisfactory to the Employer;
- (d) he/she is laid off for a period of eighteen (18) months or more;
- (e) he/she fails to return to work within fourteen (14) calendar days after being notified by the Employer of recall or within an additional time period that is acceptable to the Employer.

ARTICLE 11 - PROMOTIONS AND TRANSFERS

11.01 When the Employer decides to fill a full-time or part-time vacancy within the bargaining unit, or a new full-time or part-time position is created within the bargaining unit, notice shall be posted on the bulletin board for a period of seven (7) working days. Applications for such a vacancy shall be made in writing.

11.02 **Information in Postings:**

Such posting notice shall contain the following items:

- (a) nature of the position;
- (b) required knowledge, education, qualifications, ability and skills;
- (c) shift, hours of work, and wage and salary rate or range.

11.03 **No Outside Advertising:**

No outside applicants for any vacancy shall begin to be processed until the applications of present union members have been fully processed. The Employer may advertise for outside applicants no earlier than the date of the internal posting for the same position.

11.04 The Employer reserves the right to hire persons outside of the bargaining unit in the event that:

- (a) no employee applies for the position within seven (7) working days of the posting; or
- (b) no employee who applies for the position possesses the required qualifications outlined in Article 11.05 to fill the vacancy.

11.05 Employees shall be selected for positions on the basis of qualifications, including education, knowledge, training, skills, ability and work performance. Where these factors are relatively equal seniority shall be the governing factor.

11.06 **Trial Period:**

When an employee receives a promotion or transfer, he/she shall be placed on a trial period of sixty (60) working days. Conditional on satisfactory performance, such position shall become permanent after the completion of the trial period. In the event the employee proves unsatisfactory in the position or if the employee wishes to return to his/her former position during

the aforementioned trial period, he/she shall be returned to his/her former position without loss of seniority and at his/her former wage rate. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his/her former position without loss of seniority, and at his/her former wage rate.

- 11.07 No employee shall be transferred to a position outside the bargaining unit without his/her consent. If an employee is transferred to a position outside of the bargaining unit, he/she shall retain his/her seniority acquired at the date of leaving the unit, but will not accumulate any further seniority. If such employee returns to the bargaining unit within six (6) months of leaving they shall return with the seniority that they had acquired prior to the date of leaving the unit. Such time may be extended by mutual agreement of the Union and the Employer. If such an employee returns to the bargaining unit, such return shall not result in the lay-off or bumping of any employee.
- 11.08 The Employer shall have the right to fill any permanent vacancy on a temporary basis until the posting procedure provided herein has been complied with and the successful applicant has commenced employment in the vacant position.

ARTICLE 12 - LAYOFFS AND RECALLS

12.01 Definition of Lay-Off:

A lay-off shall be defined as a reduction in the work force or a reduction in the regular hours of work as defined in this Collective Agreement.

12.02 Role of Seniority in Lay-Offs:

Both parties recognize that job security shall increase in proportion to length of seniority. Therefore, in the event of a layoff, employees will be laid off in reverse order of their seniority provided the remaining employees have the required degree of skill, ability and minimum qualifications to perform the work. An employee about to be laid off may bump the least senior employee within the classification in which the laid off employee wishes to exercise their bumping rights provided the employee has the required degree of skill, ability and minimum qualifications to perform the work.

12.03 **Advance Notice of Lay-Off:**

Unless legislation is more favourable to the employee the Employer shall notify employees who are laid off thirty (30) working days before the layoff is to be effective. If the employee laid off has not had the opportunity to work thirty (30) full days after notice of layoff, he/she shall be paid in lieu of notice for the part of the thirty (30) days during which work was not available.

12.04 **Recall Procedure:**

Employees shall be recalled from layoff in order of seniority provided they have the required degree of skill, ability and minimum qualifications to perform the required work in an efficient manner.

12.05 It shall be the duty of employees on the recall list to notify the Employer of any change in address. Notice of recall is deemed to have been given if it is forwarded to the employee's last known address by registered mail or personal service.

12.06 **Benefits While on Lay-Off:**

In the event an employee is laid off he/she shall continue to receive the benefits in Article 19 for the month of layoff and the full calendar month following the month of layoff.

The employee may, at his/her own expense, elect to continue the benefits for the total time outlined in Article 10.04 (d) provided that the total premiums are paid in advance, or by post-dated cheques, to maintain coverage.

12.07 **Grievance on Lay-Off's and Recall:**

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

ARTICLE 13 - HOURS OF WORK AND OVERTIME

13.01 The following is intended to define the normal hours of work and overtime for employees.

Nothing herein constitutes a guarantee of hours of work per day or per week or days of work per week.

13.02 **Full-Time Employees:**

(a) **Roads Department Employees:**

Winter Schedule:

Is the period during which the normal functions of the roads department is winter control, and shall generally be understood to run from the beginning of the first Monday following Thanksgiving Day, through the first Monday in May.

During the winter schedule all roads department employees shall work 7:00 a.m. to 3:30 p.m., Monday to Friday with a one-half (1/2) hour unpaid meal period.

The Employer may commence the above noted workday earlier, by two hours, due to weather conditions if:

- (i) Notice is provided to employees before the end of the working shift on the previous day; or
- (ii) No less than 8 hours notice to employees in the event that notice was not provided in (i)

In these circumstances the hours of work shall be 5:00 a.m. to 12:00 p.m. with a 30-minute paid, running meal period and shall be paid for an 8 hour day. Any hours worked after 12:00 p.m., that workday, shall be paid as overtime, notwithstanding article 13.07.

Summer Schedule:

Is the period during which the normal function of the roads department is other than winter control, and shall generally be understood to run from the first Monday in May to the first Monday following Thanksgiving Day.

During the summer schedule all roads department employees, shall work from 7:00 a.m. to 5:30 p.m., Monday through Thursday with a one half (1/2) hour unpaid lunch break.

(b) **Environmental Operations Employees:**

The hours of work shall consist of forty (40) hours per week, to be scheduled as follows:

7:00 a.m. to 3:30 p.m., Monday to Friday with a one-half (1/2) hour unpaid meal period.

(c) **Building Inspector/By-Law Enforcement Officer:**

The hours of work shall consist of forty (40) hours a week to be scheduled as follows:

8:00 a.m. to 4:30 p.m., Monday to Friday with a one-half (1/2) hour unpaid meal period.

Building Inspector/By-Law Enforcement Officer may be required to work on Saturdays and outside the hours of work being 8:00 a.m. to 4:30 p.m. Payment for these additional hours shall be in accordance to Article 13.10. Such change of hours shall be prearranged with no less than two (2) working day's notice.

Septic Inspectors shall be exempt from article 13.02(c) and shall be covered by article 13.02(e).

(d) **Labourer:**

The normal hours of work may consist of up to forty (40) hours per week.

The Employer shall schedule the hours of work per day and the days worked per week.

The lunch break for employees working in the landfill shall be a paid lunch period.

(e) **Office and Clerical Employees:**

The hours of work shall consist of thirty-five (35) hours per week, to be scheduled as follows:

9:00 a.m. to 4:30 p.m., Monday to Friday with a one-half (1/2) hour unpaid meal period.

(f) **Arena/Parks/Cemetery Attendant:**

The hours of work shall consist of forty (40) hours per week inclusive of a one-half (1/2) hour paid lunch break for each completed five hours of work in each shift when the Arena/Parks/Cemetery Attendant is required to remain on the work premises during the lunch in order to be available to render assistance to the public. While the Arena/Parks/Cemetery Attendant is performing work in the Parks or Cemetery he shall be entitled to a one-half

(1/2) hour unpaid lunch break for each completed five hours of work in each shift.

13.03 **Running Meal Period:**

With the mutual agreement of the Employer and the employee, the one-half (1/2) hour unpaid meal period provided for above could be replaced with a "running meal period" allowing the employee to go home one-half (1/2) hour early.

13.04 **Part Time Employees:**

The hours of work shall consist of regularly scheduled hours of sixty (60) hours or less to be worked on a bi-weekly basis. The Employer shall determine the hours of work.

13.05 Notwithstanding the hours of work as outlined above, an employee who commences his/her start time prior to his/her regular scheduled start time may be required to end his/her shift at a time based on his/her normal hours of work for that day.

13.06 **Paid Rest Periods:**

All employees shall be permitted a paid fifteen (15) minute rest period in the morning and afternoon of a shift.

13.07 **Overtime:**

- (a) It is recognized that the Employer will require overtime from time to time due to the nature of the business.
- (b) Where overtime is offered and there are insufficient qualified volunteers, the Employer shall have the right to assign the work starting with the most junior employee who is qualified to perform the required work and continuing in inverse order of seniority until sufficient qualified employees have been assigned.
- (c) The Employer shall distribute overtime and call back opportunities as equitably as possible amongst the employees who normally perform the work and are available and willing to do the work.

13.08 **Overtime Pay:**

All hours worked in excess of the hours referred to in Article 13.02 shall be accumulated in accordance with Article 13.11 at time and one-half (1 ½) the normal hourly rate.

In addition, Roads Employees only, for all hours worked on Sunday, shall be paid for at double time his/her regular pay for the day. It is agreed that the overtime as above shall only apply to employees who are not regularly scheduled to work on those days.

In addition to the above, full-time employees (except the Arena Attendant), shall receive overtime based on daily hours of work if their regular scheduled daily hours are eight (8) hours or above in a day and are exceeded. Without limiting the foregoing and for clarity as an example, if an employee is scheduled to work ten (10) hours on a regular basis, daily overtime shall only occur if the employee is asked and agrees to work above ten (10) hours in that day.

13.09 **No Lay-Off to Compensate for Overtime:**

Employees will not be required to be laid off during regular work hours to equalize any overtime worked.

13.10 **Call-In's:**

An employee who is called in and required to work outside their regular working hours shall be paid for a minimum of four (4) hours at time and one-half (1 ½). This section shall not apply to a call in before the beginning of a regular workday if the time worked is less than four (4) hours.

An employee may leave his/her employment and return home when an employee has completed the work for which he/she was called.

Compensation for call-in's (payment and/or banked time) shall be in accordance to Article 13.11.

13.11 **Banked Time:**

- (a) Employees shall bank up to eighty (80) hours per year. Banked time shall be paid at the hourly rate in effect at the time it is taken.

- (b) If the banked overtime is reduced below the eighty (80) hours provided for above the employee shall be entitled to replenish their banked time to the eighty (80) hours maximum or elect to be paid for overtime worked.
- (c) Time off shall be scheduled at a time mutually agreeable to between the Employer and the employee. Accumulated overtime shall be taken as equivalent time off within twelve (12) months of it being accumulated.
- (d) It is recognized that employees utilizing vacation will receive preference over employees utilizing banked time in the scheduling of time off.

13.12 There shall be no pyramiding of overtime or duplication of any premiums under this Collective Agreement.

ARTICLE 14 - HOLIDAYS

14.01 All employees shall be allowed a day off with no loss of pay for the following holidays:

- | | |
|---|------------------|
| New Years' Day | Good Friday |
| Boxing Day | Easter Monday |
| Canada Day | Victoria Day |
| Labour Day | Civic Holiday |
| Christmas Day | Thanksgiving Day |
| Family Day | |
| National Day for Truth and Reconciliation | |

Employees shall receive a half day on their last working day prior to Christmas Day

and any other day declared or proclaimed as a holiday by the Federal, Provincial or Municipal Government.

In addition to the above holidays, Full time employees shall be granted three (3) additional float holidays, annually (one (1) day for part-time employees), which shall be considered as a statutory holiday.

For the purposes of float holidays, a day shall be allocated as Eight (8) hours for all employees except Office and Clerical Employees where a day shall be allocated as Seven (7) hours. Float days must be scheduled by agreement of the employee and their supervisor and in no less than blocks of one hour.

For employees who are not employed for the entire calendar year their entitlement to Float days shall be prorated.

14.02 **Holiday's Falling on Saturday or Sunday:**

When any of the above noted holidays fall on a Saturday or Sunday and are not proclaimed as being observed on some other day, the following Monday or preceding Friday or another day as mutually agreed to between the Employer and the employee, shall be deemed to be the holiday for the purpose of this Collective Agreement.

14.03 **Holiday Pay:**

Employees who are not required to work on the above holidays shall receive holiday pay equal to one (1) normal day's pay.

Employees who are required to work on any of the above holidays shall be paid at the rate of time and one-half (1 ½) their regular straight time day's pay in addition to their holiday pay.

14.04 **Holiday During Vacation:**

When a holiday falls within an employee's scheduled vacation and the employee qualifies for holiday pay, they shall receive an additional day off with pay at a time to be mutually agreed to between the Employer and the employee.

14.05 **Eligibility for Holiday Pay:**

To be eligible for the public holiday pay, an employee must have worked their regularly scheduled shift before and after the holiday unless excused by way of a provision under this Collective Agreement.

ARTICLE 15 - VACATIONS

15.01 Full-Time employees shall receive an annual vacation with pay in accordance with their years of service with the Employer as follows:

- (a) An employee with less than one (1) year's service entitlement will be accumulated at a rate of four (4) percent from date of employment.
- (b) On completion of one (1) year of service, an employee shall be entitled to two (2) weeks' vacation with pay.

- (c) In the calendar year in which the employee's third (3rd) anniversary of employment falls, an employee shall be allowed three (3) weeks vacation with pay.
- (d) In the calendar year in which the employee's ninth (9th) anniversary of employment falls, an employee shall be allowed four (4) weeks vacation with pay.
- (e) In the calendar year in which the employee's fifteenth (15th) anniversary of employment falls, an employee shall be allowed five (5) weeks vacation with pay.
- (f) In the calendar year in which the employee's twentieth (20th) anniversary of employment falls, an employee shall be allowed six (6) weeks vacation with pay.

15.02 (a) Part-Time employees shall receive vacation entitlement in accordance to the following chart:

Seniority	Vacation Pay
< 9,000 hours paid or less than 5 years of service whichever is first	4%
9,000 hours paid or 5 years of service or more	6%

(b) Calculating Vacation Pay

For purposes of calculating vacation pay, the term gross pay shall be interpreted to mean the total amount of monies earned by the employee, including regular wages, overtime, statutory holiday pay and premium earnings, and/or any other amount earned by the employee in the service of the Employer. The appropriate percentage based on the above chart of the total of these payments will be added to each employee's regular payroll and will be subject to all statutory deductions.

15.03 Vacations are arranged in advance between the employee and his/her Supervisor no later than March 31st of the vacation year.

15.04 Vacation credits earned shall, where possible, be taken in the year in which they are earned, however, vacation credits may be taken no later than March 31 in the year immediately following the year, which the vacation time was earned.

- 15.05 Vacation credits extended into the year following the year in which the credits were earned will be at the discretion of the Employer, and shall not effect the performance of the Employer.
- 15.06 Vacation will be taken as time away from work. Payment in lieu of vacation credits earned is not permitted.
- 15.07 Employees going on vacation may arrange to receive pay on the last day worked before leaving on vacation by sending a written request at least two weeks in advance to the Treasurer.
- 15.08 The Employer shall consider requests for vacation time on the basis of seniority, insofar as the Employer considers consistent with the efficient functioning of the workplace.
- 15.09 **Illness During Vacation:**
- An employee who suffers an accident or becomes ill immediately prior to or during vacation, may substitute sick leave for the period of the entitled vacation during which the employee was suffering from the accident/illness. In such an event, the employee may reschedule his/her vacation at a time mutually agreeable to the employee and his/her supervisor. The employee must provide proof of such accident or illness in order to obtain the foregoing vacation if requested by the Employer.
- 15.10 **Bereavement During Vacation:**
- An employee who is eligible for bereavement leave as outlined in Article 17.03 of this Collective Agreement while on vacation may substitute bereavement leave for the period of the entitled vacation during which the employee was absent on bereavement leave. In such an event, the employee may reschedule his/her vacation at a time mutually agreeable to the employee and his/her supervisor.
- 15.11 For employees who are not employed for the entire calendar year, their entitlement to vacation with pay shall be prorated.

ARTICLE 16 - SICK LEAVE

16.01 Sick Leave Defined:

Sick leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick or disabled, exposed to contagious disease or because of an accident for which compensation is not payable under the *Workplace Safety and Insurance Act*. It is agreed that an employee may use their sick leave entitlement for the purpose of their own preventative health care, including but not limited to, attendance at medical and dental appointments.

In addition, sick leave is also defined as the period of time an employee is permitted to be absent from work with full pay because he/she is responsible for the care of a family member for the purposes of preventative health care, including dental and/or for illness of a family member and, as a result, employees shall be entitled to the following:

- a) Employees who normally work 7 hours per day shall be entitled to a maximum of 28 hours of sick leave for preventative health care for family members as described above.
- b) Employees who normally work 8 hours per day shall be entitled to a maximum of 32 hours of sick leave for preventative health care for family members as described above.

16.02 Amount of Sick Leave:

Full time employees who have completed their probationary period shall be credited with twelve days sick leave on January 1 of each year. There shall be no accumulation or carry over of sick leave credits from year to year.

For employees hired after January 1 of each year who have completed their probationary period their sick leave will be pro rated based on the calendar year.

Employees who are not employed for the entire calendar year, shall have their sick leave credits prorated.

For the purposes of this article a day shall be allocated as eight (8) hours for all employees except Office and Clerical employees and Septic Inspector, which shall be seven (7) hours. Sick days must be taken in no less than blocks of one half day.

16.03 **Proof of Illness:**

An employee may be required to produce a certificate from a medical practitioner for any illness in excess of two (2) working days, certifying that he/she was unable to carry out his/her duties due to illness. The Employer shall cover any costs associated with providing the above certificate.

16.04 **Sick Leave Pay on Termination:**

Sick days will have no cash value on termination of employment.

16.05 **Sick Leave During Leave of Absence:**

When an employee is given leave of absence without pay for any reason, or is laid off on account of lack of work and returns to work upon expiration of such leave of absence etc., he/she shall not receive sick leave credit for the period of such absence, but shall retain his/her cumulative credit, if any, existing at the time of such leave or layoff.

16.06 **Notification of Illness or Injury to Supervisor:**

When an employee is unable to come in to work, due to illness, his/her supervisor shall be notified as soon as possible or within one (1) hour of his/her normal starting time. In addition, if the employee, at that time, cannot inform his/her supervisor as to when he/she will be returning to work, he/she shall inform him/her as soon as possible.

ARTICLE 17 - LEAVE OF ABSENCE

17.01 **Leave of Absence for Union Functions:**

Leave of absence without pay and without loss of seniority or benefits shall be granted to officers or duly appointed representatives of the Union for Union activities. Not more than one (1) employee may be granted Union leave at any one (1) time.

Employees on leave of absence for Union activities will receive their regular pay and benefits for such period of absence and the Employer shall bill the Treasurer of the Local for their regular pay received during such absence.

Requests for Union leave shall be subject to the efficient operation of the Employer and therefore shall not be unreasonably refused provided such

request is received in writing by the Employer at least ten (10) working days in advance of such leave.

17.02 **Leave of Absence for Full-time Union Office:**

An employee who is elected or selected for a full-time position with the Union, or any body with which the Union is affiliated, shall be granted leave of absence without loss of seniority for a period of one (1) year. Such leave shall be renewed each year, on request during his/her term of office.

17.03 **Bereavement Leave:**

An employee shall be granted bereavement leave, without loss of regular straight time pay, to a maximum of:

- (a) Five (5) working days in the case of the death of a spouse, son, daughter, parent, grandchild, brother or sister. These shall include step and half relations;
- (b) Three (3) working days in the case of the death of a father-in-law, mother-in-law, son-in-law, sister-in-law, brother-in-law and daughter-in-law;
- (c) Two (2) working days in the case of the death of a grandparent, niece, nephew, aunt or uncle. These shall include step and half relations.
- (d) Leave for half of a day to attend the funeral in the case of the death of a fellow employee of the Employer who is a member of Local 4416 of the Canadian Union of Public Employees, provided the funeral falls on a normal working day.

Days off provided for above must be taken as consecutive working days notwithstanding scheduled days off and shall be taken to coincide with the date of the funeral. However, an employee may opt to save one (1) paid day to be used at a later date in the event that a later date is scheduled for a service, interment and/or celebration. The employee agrees to provide as much notice of the scheduling of this dates as reasonably possible. If necessary, additional leave of absence without pay may be granted at the discretion of the Employer.

17.04 **Paid Jury or Court Witness Duty Leave:**

An employee shall be paid their regular pay for attendance on jury duty or as a witness in any court in the Province of Ontario. Employees must provide proof of attendance. Payments received by the employee from the Court are to be paid directly to the Employer, excluding expenses such as mileage and meals.

17.05 **General Leave:**

The Employer may grant leave of absence without pay and without loss of seniority to any employee who requests it for good and sufficient cause. The request shall be made in writing to the Employer and shall specify the length of the absence. Such leave shall not be unreasonably withheld.

17.06 **Time off for Elections:**

If the hours of employment of an employee do not allow for three (3) consecutive hours off while the polls are open on polling day for provincial, municipal or referendum elections and four (4) consecutive hours off while the polls are open on polling day for federal elections, the employee shall be allowed such additional time off for voting as may be necessary to provide those consecutive hours off without the deduction from normal daily pay.

17.07 **Pregnancy/Parental and Adoption Leave:**

The Employer shall grant an employee Pregnancy/Parental and Adoption Leave in accordance with the *Employment Standards Act*.

17.08 **Education Leave:**

The Employer agrees that it is to the mutual benefit of the Employer and the employee to improve the educational standards of the workforce. Accordingly, the Employer shall consider requests by employees for educational leaves. The Employer retains the right to refuse such request based on the operational demands of the workforce.

Any benefits based on service and seniority shall be retained but not accumulated. The employee, upon their return, shall be placed in a position equivalent to that which he/she held prior to the education leave.

17.09 **Compassionate Leave:**

An employee who experiences serious illness or accident within his immediate family when his/her presence is required, should make the situation known to his/her Supervisor who has the authority to reschedule work and arrange time off, with or without pay.

ARTICLE 18 - PAYMENT OF WAGES

18.01 The Employer shall pay salaries and wages in accordance with the Employer's pay period, based on an hourly rate of pay in accordance with Schedule "A" attached hereto and forming part of this Collective Agreement.

Where the Employer changes its pay period, it shall provide bargaining unit employees with no less than 60 calendar days of notice.

18.02 **Pay on Transfer Higher/Lower Rated Job:**

When an employee is temporarily assigned to or performs the principal duties of a higher paying position for three (3) hours per day or more, they shall receive the rate for the job during such temporary period for each hour worked at the higher paying position, except in cases of an employee trainee. When an employee is assigned to a position paying a lower rate, their rate shall not be reduced until after thirty (30) consecutive working days.

18.03 **Use of Personal Vehicles:**

Where employees are authorized by their immediate Supervisor to use their own vehicles for the Employer's business, they shall be paid mileage at the rate established by Council from time to time.

An employee who reports to his/her place of work shall be paid mileage to report to another place of work if asked to do so by the Employer without prior notice.

In addition to the above, an employee authorized to use their own vehicle for the Employer's purpose shall be covered by the Employer's Business Insurance for all incurred costs in the event their personal insurance carrier does not cover the costs arising from using their personal vehicle for business purposes.

Full-time landfill attendant employees and part-time landfill attendant employees, who are regularly scheduled to work at a landfill, shall be

entitled, once per year, to be paid in the last pay period in December Five Hundred (\$500.00) dollar allowance for the use of their personal vehicle at the landfill.

18.04 **Clothing and Safety Footwear Allowance:**

- a) All full-time and part-time employees, excluding office and clerical employees shall be reimbursed for safety footwear to a maximum of Four Hundred (\$400.00) dollars per year upon providing receipts satisfactory to the Employer.
- b) Each full-time and part time employee, in the Parks and Recreation, Public Works, and Environmental departments shall be permitted to purchase clothing to be worn at the workplace during the course of their duties, from an Employer approved list of clothing, at Employer's cost, to a maximum annual value of \$325.00. Effective January 1, 2026, the annual value shall be increased to \$375.00.

18.05 **On Call Provisions:**

- (a) When an employee is advised that he/she is on call they shall receive four (4) hours of accumulated time per day for each day on call. It is agreed that if the on call hours extend over midnight, only one four (4) hour on call payment is owed.

Time earned shall be accumulated and taken off based on the following:

During the period of November 1st to April 31st time earned can be accumulated and must be taken off prior to October 31st of the following year.

During the period of May 1st to October 31st time earned must be taken within fourteen (14) calendar days of the date it is earned.

On call compensation outlined in this Article shall be accumulated separately from
the time accumulated under Article 13.11.

- (b) If an employee who is on call receives a call to report to work the four (4) hours pay per day on call provided for in Article 18.05 (a) as well as all hours in excess of the four (4) hours shall be paid at time and one half (1 ½) their regular wage.

- (c) An employee who is on call and is called in to perform snow removal shall receive accumulated time at time and one half (1 ½) from the time they report to work.

An employee may leave his/her employment and return home when an employee has completed the work for which he/she was called.

On call duty shall be equally divided among the employees who are willing and qualified to perform the work available.

The Employer shall assume the costs of a cellular phone and spare battery (or suitable paging device) for the employee who is on call.

18.06 **Professional Fees and Licenses:**

The Employer shall pay professional and/or license fees for an employee who, as a condition of employment, is required to be a member of a professional association or be licensed.

Where the Employer pays for training, that provides an employee with certification or licensing necessary for the position held, within ten (10) months of the Employee's hire date, the Employer may recover up to 50% of the cost of the training to a maximum of Three Thousand Dollars (\$3,000.00) if the Employee fails to remain in their employment for more than 1 year after completion of the training.

18.07 **Changes in Classification:**

When a new job is created or established the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the reclassification and/or rate of pay for the job in question, such dispute shall be submitted to grievance and arbitration for determination. The new rate shall become retroactive to the time the new position was first filled by the employee or the date of change in job duties.

ARTICLE 19 - EMPLOYEE BENEFITS

- 19.01 Every employee shall be eligible to join the Ontario Municipal Employees Retirement System (OMERS) as provided by the legislation. The Employer and employee shall make contributions in accordance with the provisions of the Plan.

Benefit Plans:

The Employer shall pay one hundred (100) percent of the premium cost for qualifying full-time employees in respect of the following benefit plan:

- (a) Life Insurance: 2 times annual salary/wages, rounded to the next higher \$1,000, to age 65.
- (b) Accidental Death and Dismemberment: 2 times annual salary/wages, rounded to the next higher \$1,000, to age 65.
- (c) Weekly Indemnity: 66.7 percent of weekly earnings to a maximum of \$800, effective January 1, 2026 - \$850.00
- (d) Long Term Disability: 66.7 percent of monthly earnings to a maximum of \$5,000, to age 65.
- (e) Extended Health Care: semi-private hospital care; vision care (\$450.00 per 2 calendar years) effective January 1, 2026 - \$500.00; 100% coverage for one (1) optometry examination every two (2) years; drugs (80 percent coinsurance); extended health - chiropractic, osteopath, podiatrist/chiroprapist, naturopath, speech therapist, psychologist, physiotherapy and massage therapy services up to \$600 a year per service.
- (f) Dental Care: 80 percent coinsurance.
 - Level 3-Major Services
 - Dentures
 - Level 4-Supplementary Major Services
 - Crowns
 - Bridges

Includes Direct Enrolment and Co-ordination of Benefits

Deductible

- Single \$00
- Family \$00
- Accumulates by Calendar Year

Coinsurance

- 50%
- applies to Levels 3 and 4

19.03 **Continuation of Benefits While Absent Due to Illness or Accident:**

The Employer shall continue to provide the said benefits for a period of twenty four (24) months after an employee leaves the active work force due to illness or accident.

19.04 **Benefits for Retirees:**

The Employer agrees to continue to pay the health benefits outlined in this Article for an employee who elects early retirement for a period of thirty-six (36) months following retirement. The employee shall have the option to pay a further twenty four (24) months up front.

Retirement for the purpose of this article shall mean on or after fifty-five (55) to age sixty-five (65), and as defined by Ontario Municipal Employees Retirement System.

19.05 **Personal Health Accounts**

The Employer shall contribute one thousand (\$1000) annually to each employee's Personal Health Account. These accounts will be administered by the Employer, on behalf of each employee, and may be used to fund the employee's portion of dental and prescription costs or any other medical, dental or vision expense not covered by OHIP or through the health insurance plans and which qualify as a medical expense under the Canadian Income Tax Act.

Employees submitting receipts may collect their money on a quarterly basis.

At year-end, employees may carry over unused funds to the subsequent year, so long as the accumulated total does not exceed Two thousand dollars (\$2000). Unused amounts that are not eligible for carry over will not be paid out as a taxable benefit, as the purpose of this account is to reimburse employees for incurred medical costs.

ARTICLE 20 - SEASONAL EMPLOYEES

20.01 **Seasonal Employee's Defined**

A seasonal employee shall be an employee hired for seasonal work for a period not to exceed six (6) months (May 1 to October 31) in a calendar year and who shall be scheduled to work forty (40) hours. Normal overtime

entitlements shall apply. The Employer shall provide the Seasonal General Equipment Operator with two (2) weeks written notice of cessation of the seasonal employment. It is agreed that that the Seasonal General Equipment Operator shall receive entitlements under Article 18.04 a) (except winter jacket or parka). New Seasonal General Equipment Operators will not be eligible for boot allowance under Article 18.04 a). However, Seasonal General Equipment Operators shall receive 50% of the boot allowance upon hire to their second and subsequent consecutive seasonal position(s).

20.02 Probationary Employees

Seasonal employees shall be considered on a probationary basis as per Article 1.03 b) and 10.03.

20.03 Seasonal Employees' Seniority List

A separate seniority list will be kept for seasonal employees. The seniority shall accumulate from year to year. Seniority for a new seasonal employee will not commence until the second (2nd) season of employment, but will include the previous year's entitlement.

If required in the next season, seasonal employees who have completed their probationary period will be called back the following year in order of seniority based on their capability of performing the job.

ARTICLE 21 - ACCIDENTS AND SAFETY

21.01 An employee who is injured during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of the shift at his/her regular rate of pay without deduction from sick leave.

21.02 Transportation:

Transportation to the nearest physician or hospital for employees requiring medical care as a result of an accident shall be at the expense of the Employer.

21.03 Safety Equipment/Clothing:

The Employer shall provide all required safety equipment/clothing to all employees who require such equipment under any legislation (i.e.

Construction Safety Act and Occupational Health and Safety Act) or as determined by the Employer, excluding safety boots. Any such equipment/clothing, including safety boots, must be worn by employees and worn in the proper manner.

21.04 **Safety Committee:**

The Union shall be entitled to name one (1) representative to the Health & Safety Committee. The meetings of the Health & Safety Committee shall be held not more often than once per month except by mutual consent as requested by the Union, the Employer or other member of the Committee. Health and Safety concerns including unsafe or dangerous conditions shall be considered at such meetings. The Union committee member will be allowed time off with pay to attend such meetings.

ARTICLE 22 - GENERAL

22.01 **Proper Accommodation:**

The Employer shall continue supplying a lunchroom for employees to eat their meals to be used by those employees who are present at the Employer's premises during their meal breaks.

22.02 **Bulletin Boards:**

The Employer shall provide a bulletin board in each work location upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees. The Employer shall pre-approve all notices and shall signify their approval by initialling them. Such approval shall not be unreasonably withheld.

22.03 **Supplying of Tools and Equipment:**

The Employer shall provide all necessary tools and equipment for the use of employees in the performance of their duties.

22.04 **Change of Address and/or Telephone Number:**

It shall be the duty of each employee to notify the Employer promptly of any change in address and telephone number. If an employee fails to keep the Employer informed of his/her current address and telephone number, the

Employer shall not be responsible for failure of a notice to reach such employee.

22.05 Copies of Collective Agreement:

The Union and the Employer shall equally bear the costs of printing and distributing this Collective Agreement to the Union, the Employer and the employees.

ARTICLE 23 - TERM OF THE COLLECTIVE AGREEMENT

23.01 Duration of Collective Agreement:

This Collective Agreement shall be binding and remain in effect up to and including December 31, 2027.

23.02 Notice of Changes:

Either party desiring to propose changes or amendments to this Collective Agreement shall within the period of ninety (90) days prior to the termination date, give notice in writing to the other party of the changes or amendments proposed. Within fifteen (15) working days of receipt of such notice by one party, that party is required to enter into negotiations for a renewal or revision of the Collective Agreement or within such further period as the parties agree upon, and both parties shall thereupon enter into such negotiations in good faith and make every reasonable effort to negotiate a revised or new Collective Agreement.

23.03 Changes in Collective Agreement:


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

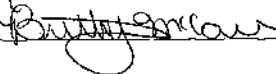
SCHEDULE A

Classification	Jan 1/24 \$0.25 plus 4.00%	Jan 1/25 \$0.25 plus 4.00%	Jan 1/26 3.50%	Jan 1/27 3.50%
Mechanic Operator	\$31.83	\$34.67	\$35.88	\$37.14
Plus \$1.25 upon ratification (July 16th, 2024)				
Lead Hand	\$30.78	\$32.28	\$33.40	\$34.57
Tax Collector	\$30.78	\$32.28	\$33.40	\$34.57
Building Inspector and Septic Inspector	\$30.78	\$32.28	\$33.40	\$34.57
By-Law Enforcement Officer	\$29.79	\$31.24	\$32.33	\$33.46
Compliance Technician Operator	\$29.79	\$31.24	\$32.33	\$33.46
Planning Technician	\$29.79	\$31.24	\$32.33	\$33.46
Assistant Environmental Operator	\$28.72	\$30.13	\$31.19	\$32.28
STR Licensing Clerk/Enforcement Officer	\$28.72	\$30.13	\$31.19	\$32.28
Administrative Assistant	\$27.66	\$29.03	\$30.05	\$31.10
Grader Operator	\$27.66	\$29.03	\$30.05	\$31.10
Gen Equipment Operator	\$27.66	\$29.03	\$30.05	\$31.10
Seasonal Equipment Operator	\$27.66	\$29.03	\$30.05	\$31.10
Accounts Payable Clerk	\$27.66	\$29.03	\$30.05	\$31.10
Arena Attendant	\$26.71	\$28.04	\$29.02	\$30.03
Building/Planning Assistant	\$26.71	\$28.04	\$29.02	\$30.03
Economic Development Co-ordinator and Receptionist/Secretary	\$24.69	\$25.94	\$26.84	\$27.78
Labourer	\$24.69	\$25.94	\$26.84	\$27.78

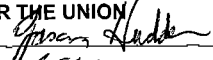
Dated and agreed to this 28th day of November, 2024.


FOR THE EMPLOYER





FOR THE UNION





LETTER OF UNDERSTANDING

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
and it's Local 4416
(Hereinafter referred to as the "Union")**

- and -

**THE CORPORATION OF THE MUNICIPALITY OF HIGHLANDS EAST
(Hereinafter referred to as the "Employer")**

RE: Environmental Operations Employee

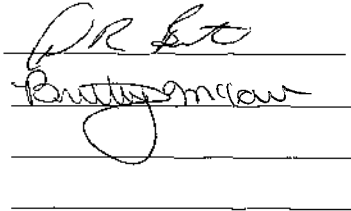
The parties agree that notwithstanding Article 13.11 when the Environmental Operations Employee is required to work overtime they shall have the right to either elect payment for working the overtime hours or be allowed to bank the overtime.

Any required on call assignments shall continue to be compensated for in accordance to the existing Collective Agreement.

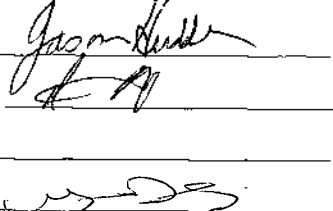
By serving sixty (60) days notice, in writing, either party can terminate this Letter of Understanding.

Dated this 28th day of November, 2024.

FOR THE EMPLOYER



FOR THE UNION



LETTER OF UNDERSTANDING

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
and it's Local 4416
(Hereinafter referred to as the "Union")**

- and -

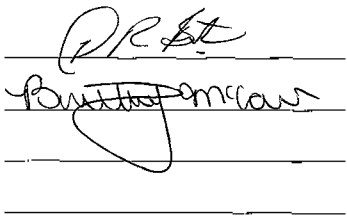
**THE CORPORATION OF THE MUNICIPALITY OF HIGHLANDS EAST
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RE: Job Evaluation

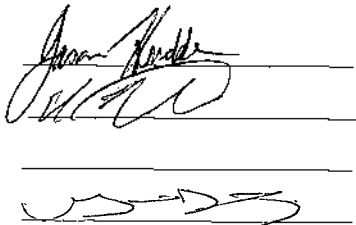
The Parties agree to enter into a joint job evaluation process with equal representation from Union and the Employer. Either Party shall have access to a specialist to support the work of the Committee. The wage adjustments agreed to above shall not prejudice either Party on a go-forward basis at the JJEC.

Dated this 28th, day of November, 2024.

FOR THE EMPLOYER



FOR THE UNION



LETTER OF UNDERSTANDING

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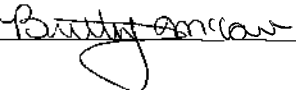
RE: Welding Work

The parties agree that a current General Equipment Operator, Mr. Terry Shaver, performs welding work, as directed by the employer. When performing welding work, Mr. Shaver shall receive an additional One Dollar and Twenty-Five Cents (\$1.25) per hour in addition to his General Equipment Operator hourly rate.

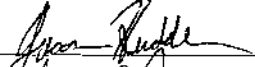
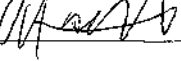
This Letter of Understanding shall remain in effect while Mr. Shaver is an employee of the employer and occupies the General Equipment Operator position.

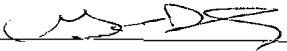
Dated this 28th, day of November, 2024.

FOR THE EMPLOYER

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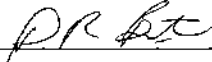
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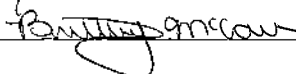
RE: Christmas Shutdown

When the municipal offices are closed over the Christmas and New Years period, affected Office and Clerical employees who do not wish to utilize vacation or float days for days not observed as holidays in article 14.01, may work on such days, with the advanced approval of their manager.

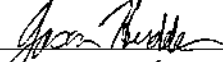
Dated this 28th, day of November, 2024.


FOR THE EMPLOYER

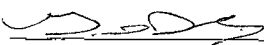




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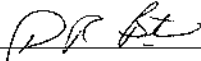
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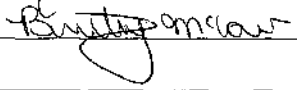
RE: Julie Hughes and Debi Anderson

Julie Hughes and Debi Anderson shall have Personal Health Accounts of up to \$650 annually to be administered in accordance with Article 19.05 while they continue to occupy the position of part time Labourer.

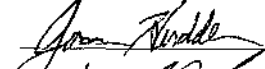
Dated this 28th, day of November, 2024.

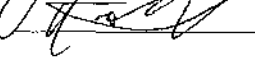
FOR THE EMPLOYER

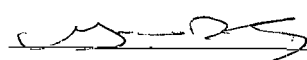




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RE: Hours of Work and the Employment Standards Act

The parties agree that the Employer may assign hours of work in excess of eight (8) hours in a day and forty-eight (48) hours in a week in accordance with the Collective Agreement.

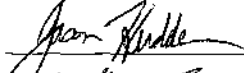
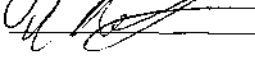
This shall constitute an agreement for the purposes of the Employment Standards Act.

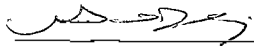
Dated this 28th day of November, 2024.

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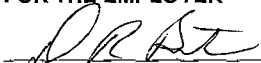
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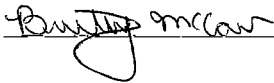
RE: Compressed Work Weeks:

If the Employer relocates to a consolidated office location, the parties agree to discuss the issue of compressed work weeks for some bargaining unit employees.

Dated this 28th, day of November, 2024.

FOR THE EMPLOYER





FOR THE UNION

