



## **COLLECTIVE AGREEMENT**

between

**THE CORPORATION OF THE MUNICIPALITY  
OF BAYHAM**

*(herein after called the Employer)*

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 35.4**

*(herein after called the Union)*

**January 1, 2025 – December 31, 2027**

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## **Article 1 – Purpose**

- 1.01 It is the intent of this Agreement to maintain a harmonious relationship between the Employer and its employees and to provide an amicable method of settling grievances which may possibly arise as well as to set forth conditions of employment, rates of pay and hours of employment to be observed between the parties hereto.

## **Article 2 – Management Rights**

- 2.01 The Union agrees that the Employer retains all management rights except as expressly limited by the Collective Agreement, including the right to:
- a. maintain order, discipline and efficiency;
  - b. hire; schedule; direct; promote; demote; classify; transfer; layoff; recall; suspend; discharge or otherwise discipline seniority employees for just cause; subject to the employees' right to grieve;
  - c. determine the nature and kind of work conducted by the Corporation; the type of customer service to be used; control the material and goods, the methods and techniques of work, the schedules of work, and the number of personnel to be employed; make studies of and institute changes to jobs and job assignments; discontinue, reorganize, limit, combine, or substitute any operation or part thereof; subcontract any work if doing so does not cause the layoff of a bargaining unit employee or result in the reduction of the bargaining unit; plan, direct and control its operations; manage the business in all respects; and determine all other functions and prerogatives heretofore vested in and exercised by the Employer which shall remain with the Employer;
  - d. make and enforce and alter from time to time, reasonable rules and regulations to be observed by employees once such rules and regulations have been relayed to the employees in writing. The breach of which may result in discipline up to and including discharge;
  - e. discipline or discharge a probationary employee for a lessor standard than just cause.

## **Article 3 – Recognition & Union Security**

- 3.01 The Employer recognizes the Canadian Union of Public Employees and its Local 35 as the sole and exclusive bargaining agent of all employees of the Corporation of the Municipality of Bayham, save and except office and clerical employees, supervisors, persons above the rank of supervisors, and the department head.
- 3.02 No employee covered by this Agreement shall be required or permitted to make a written or verbal agreement with the Employer or their representative which may conflict with the terms of this Collective Agreement.
- 3.03 Where the words "probationary employee" are used in this Agreement, they shall mean a newly hired employee, including a temporary employee who is required to complete ninety (90) worked days of satisfactory service. Probationary employees shall have no seniority rights.

- 3.04 Where the words "regular employee" are used in this Agreement, they shall mean a full time employee who has satisfactorily completed their probationary period.
- 3.05 Where the words "temporary employee" are used in this Agreement, they shall mean one who is hired for a stated term or for a specific project or who is employed to augment the staff in vacation periods.
- a. A temporary employee shall not be hired for more than seven (7) continuous months unless mutually agreed otherwise.
  - b. Temporary employees shall have all rights and entitlements under the Collective Agreement, including any rights inherent in legislation, except for Articles 16.07, 19, 20.11, 20.12, 23 and 25.
- 3.06 Where the word "Student" is used in this Agreement, it shall mean a person who is employed during school vacation periods and/or on cooperative work programs. The term "student" shall mean a person who is enrolled in secondary or post-secondary education.
- 3.07 In order to facilitate safe and efficient delivery of services, the employment of Casual Workers will be utilized on the following basis:
- a. Casual workers will complement the full time workforce and not replace any full time staff positions or deteriorate the normal hours of work.
  - b. Casual workers individual hours will not exceed forty (40) hours per pay period.
  - c. Casual Workers shall be paid as per Schedule 'A'
  - d. Casual workers shall have no rights or entitlements under the Collective Agreement, except any rights inherent in legislation.
  - e. It is agreed that the employer shall not employ more than four (4) casual employees at any given time, in the Employers casual pool, and no more than two (2) casuals shall be working at any given time.
  - f. Casual workers shall be scheduled to cover only weekend patrol duties, which are limited to driving the pickup truck for patrol purposes only for the winter season. When on weekend patrol, casual workers shall not be assigned to any other winter control duties, which would include operating any kind of snow removal sanding or deicing equipment, until after all regular Road employees have reached their maximum on duty driving hours.
  - g. Casual workers will receive forty eight (\$0.48) cents per hour patrol rate, when performing patrol duties.

#### **Article 4 – No Discrimination**

- 4.01 The Parties hereto agree that no employee shall in any manner be discriminated against, intimidated, coerced, restrained, or influenced in accordance with the *Ontario Human Rights Code, 1990* or by reason of membership and/or activity in any labour organization.

## **Article 5 – Union Membership Requirements**

- 5.01 Upon signing this Agreement, all employees of the Employer, who have completed the probationary period, shall, become and remain members in good standing of the Union, according to the constitution, and by-laws of the Union.

## **Article 6 – Check-Off Union Dues**

- 6.01 The Employer will deduct from each employee covered by this Agreement on each pay, any dues, initiation fees or assessments levied by the Union on its members and will remit said sum to the Treasurer of the Union no later than the last day of the month for which the dues were levied.
- 6.02 At the same time that Income Tax (T-4) slips are made available, the Employer shall type on the amount of Union dues paid by each Union member in the previous year.

## **Article 7 – Correspondence**

- 7.01 All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Union Chair of the Union. A copy of any correspondence between the Employer, or their designate and any employee in the bargaining unit, pertaining to the interpretation, administration or application of any part of this Agreement shall be forwarded to the Unit Chair of the Union and the National Representative. All correspondence from the Bargaining Unit shall be sent directly to the Supervisor and copied to the CAO.

## **Article 8 – Labour Management Relations**

- 8.01 The Corporation agrees to recognize and deal with the following committees:
- a. Negotiation Committee comprised of three (3) members of the bargaining unit – one from each department plus the Unit Chair.
  - b. Labour Management Committee comprised of two members of the bargaining unit.

The purpose of the Committee shall be to deal with workplace matters of mutual concern that would be beneficial for the purposes of labour relations.

The Committee shall meet at the mutual agreement of the parties. Notice and agenda of the meeting shall be distributed at least forty-eight (48) hours in advance of the meeting. The Employer and Union shall share responsibility for meeting administration. Employees will not suffer any loss of pay for time spent participating in Committee meetings.

- c. The Union shall supply the Employer with a list of Union Officers, and a list of members of its negotiation and labour management committee. The Employer shall supply the Union with a list of its negotiation committee, a list of its labour management committee or of such other officials as are authorized to deal with workplace issues, grievances and to represent the Employer in the negotiating or administration of this Agreement. This list shall include the name and title of any Supervisors representing management in the administration of this Agreement.

- 8.02 The Union negotiating committee shall, as provided by this Agreement **negotiate** with the Employer the terms of the collective agreement.
- 8.03 The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when processing grievances or negotiating with the Employer. With the Employer's permission such representative(s) may have access to the Employer's premises in order to investigate and assist in the settlement of a grievance.
- 8.04 Any representative of the Union or negotiating committee, who are in the employ of the Employer, shall have the right to attend meetings mutually agreed upon between the Employer and Union held **during working hours** without loss of regular earnings.

#### **Article 9 – Resolutions & Reports of the Employer**

- 9.01 The Employer will provide the necessary computer training to enable all members to access the Council meeting minutes online. Such requests for necessary computer training shall be directed to the CAO.

#### **Article 10 – Grievance Procedure**

- 10.01 In order to provide an orderly and speedy procedure for the **settling of** grievances, the Employer acknowledges the rights and duties of the Union. The Unit Chair shall assist any employee which the Union represents in preparing the presentation of their grievance in accordance with the grievance procedure.
- 10.02 The Union shall notify the Employer in writing of the name of the Unit Chair, before the Employer shall be required to recognize them.
- 10.04 The Employer agrees that the Unit Chair shall not be hindered, coerced, **restrained** or interfered with in any way in the performance of their duties while **investigating disputes** and presenting **adjustments** as provided in this article. However, the Unit Chair shall not absent themselves from their work without the permission of their supervisor.
- 10.05 A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the Collective Agreement.
- 10.06 It is the mutual desire of the parties hereto that complaints of employees and Employers shall be adjusted fairly and promptly. It is understood that an employee has no grievance until they have first given the Supervisor an opportunity of adjusting the complaint. Failing a satisfactory settlement, it may then be taken up as a grievance and dealt with in the following manner:
- a. If an employee has a grievance they shall make their submission in **writing under Step #1** within five (5) working days after the circumstances giving rise to the complaint has originated or occurred.

#### **Step #1**

The employee, along with the Unit Chair, shall present their alleged grievance to the Supervisor, in writing signed by the Unit Chair containing the particulars of their complaint and the redress sought. The Supervisor shall render their decision **within three (3) working days** after receipt of the grievance.

### **Step #2**

Failing a satisfactory settlement being rendered in Step #1, the Union shall within five (5) working days of the decision in Step #1, submit the grievance to the Employer or its designated representatives. A meeting will be arranged within five (5) working days and a decision will be rendered within three (3) working days of the meeting. The National representative will be in attendance at such meetings, as well as an employer advisor if the employer so wishes.

### **Step #3**

Failing a satisfactory settlement under the foregoing procedure, the matter may be referred to Arbitration, within seven (7) working days of the decision rendered in Step #2.

- 10.07 Any complaint or grievance arising directly between the Employer and the Union shall be originated under Step #2 within five (5) working days after the circumstances giving rise to the complaint or grievance have originated or occurred. However, it is expressly understood that the provisions of this paragraph may not be used to institute a complaint or grievance directly affecting an employee or employees which such employee or employees could themselves institute and the regular grievance procedure shall not thereby be by-passed.
- 10.08 Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, Step #1 of this article may be by-passed, such grievances shall be known as a "Policy Grievance".
- 10.09 Replies to grievance shall be in writing at all stages.
- 10.10 The time limits fixed in both the grievance and arbitration procedures may be extended by written consent of the parties.
- 10.11 The Employer shall supply the necessary facilities for the grievance meetings.

## **Article 11 – Arbitration**

- 11.01 The parties hereto agree to abide by the provisions set out in Sections 48 and 49 of the Labour Relations Act which states in part as follows:
- a. Where a difference arises between the parties relating to the interpretation, application, or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may, after exhausting the grievance procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain, in the case of section 48 the name of the first party's appointee to an arbitration board. The recipient of this notice shall within five (5) days inform the other party of the name of its appointee to the arbitration board. The two (2) appointees so selected shall, within five (5) days of the appointment of the second of them appoint a third person who shall be the chairman. If the recipient of the notice fails to agree upon a chairman within the time limits, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party. The arbitration board shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee or Employer affected by it. The decision of a majority is the decision of the arbitration board, but if there is no majority the

decision of the chairman governs.

- 11.02 Upon mutual agreement, the parties to the collective agreement may choose a single arbitrator.
- 11.03 Each party shall pay:
- a. The fees and expenses of their appointee.
  - b. One-half of the fees and expenses of the Chairperson.
- 11.04 The parties may mutually agree to utilize a grievance mediator prior to filing for or going to arbitration. Such agreement shall not prejudice either party from proceeding to arbitration where a satisfactory settlement is not achieved in mediation. Should a settlement not be reached, the referral to arbitration shall be made within seven (7) working days from the date mediation was held. The parties agree to equally share the costs of the mediation.

#### **Article 12 – Discharge, Suspension & Discipline**

- 12.01 In the event a regular employee who has attained seniority is discharged or disciplined and the employee considers that an injustice has been done, the matter may be taken up at Step #2 of the Grievance Procedure. A probationary employee may exercise this right subject to Article 2.01(e).
- 12.02 An employee who is called to a meeting by Management, which the Union or employee believes may reasonably result in discipline, will be advised of the purpose of the meeting and shall have the presence of a Union representative.
- In the event an employee is disciplined or discharged, a Union representative shall be present.
- 12.03 Where a regular employee's grievance against their discharge or discipline duly comes before an Arbitration Board, the Board may make a ruling:
- a. Confirming the Corporation's action, or;
  - b. Reinstating the employee with or without compensation for wages lost (except for the amount of any remuneration the employee has received elsewhere pending the disposition of their case), or;
  - c. Disposing of the grievance in any other manner which may be just and equitable.
- 12.04 Warning or disciplinary notice or letters shall be removed from the employee's personnel file after twelve (12) months of the date of such notice or letter, provided there have been no further notices or letters placed on file during that twelve month period. Such warnings or disciplinary notices or letters shall not be used in any future action or proceedings against an employee.
- 12.05 An employee will have the right during normal business hours to have access to a copy of, and review, their personnel file. The Employer may limit access to two (2) times per calendar year. The employee is entitled to receive a copy of the file if requested, and will have the right to respond in writing to any document contained therein. Such reply will

become part of the permanent record.

### **Article 13 – Seniority**

13.01 Seniority is the length of continuous service within the bargaining unit, including the probationary period upon its successful completion, and will include all previous continuous service with the respective amalgamated employers prior to and subsequent to the formation of the Municipality of Bayham, as of the date of the signing of the first collective agreement. Any employees hired or transferred into the bargaining unit thereafter, seniority will be determined by length of continuous service within the bargaining unit.

#### Seniority List

13.02 A seniority list will be compiled annually by the Employer and employees shall be placed thereon in accordance with Article 13.01 an up-to-date seniority list will be posted on the Union bulletin board in January of each year and a copy will be forwarded to the Union.

#### Probationary Period

13.03 The first sixty (60) days worked, including paid holidays, for a new regular employee shall be a probationary period. Prior to the end of this period, each such employee shall be given a performance review. If satisfactory, the Supervisor will confirm the individual's employment as a regular employee by letter. If not satisfactory, the probationary employee will be terminated by the end of the period.

13.04 Temporary employees that are successful in obtaining a posted regular employee position without a break in employment from their last date of hire, shall have that date as their start date. Such regular employee must complete the probationary period stated in 13.03 after their appointment to full time status.

13.05 Probationary employees may be terminated at the discretion of the Employer, subject to Article 2.01(e).

#### Loss of Seniority and Deemed To Have Quit

13.06 An employee shall lose seniority and shall be deemed to have quit in the event:

- a. He is discharged for just cause and is not reinstated;
- b. He resigns in writing;
- c. He is absent from work for three (3) consecutive working days without notifying the Employer, unless due to extenuating circumstances;
- d. He fails to return to work within fifteen (15) working days following a layoff and after receiving notice by registered mail to do so, unless through sickness or other just cause;
- e. He is laid off for a term equal to their seniority to a maximum of twenty-four (24) months;
- f. He has been on long term disability in excess of twenty-four (24) months, unless the employee has a prognosis of return to work within three (3) months of that time.

- g. He has been on Workplace Safety and Insurance Board (WSIB) in excess of twenty-four (24) months, unless the employee has a prognosis of return to work within three (3) months of that time.

13.07 No employee shall be transferred to a position outside the bargaining unit without their consent. If an employee is transferred to a position outside of the bargaining unit, they shall retain their seniority accumulated up to the date of leaving the unit for a period of not more than six (6) consecutive months, and thereafter will have no seniority rights.

The transferred employee returning to the bargaining unit within six (6) months, shall be placed in the position held at the time they left the bargaining unit.

#### **Article 14 – Promotion & Staff Changes**

14.01 When a new position is created or when a vacancy occurs inside the bargaining unit, the Employer shall immediately notify the Union in writing. Where the Employer determines it will fill a vacancy or a new position, it shall post notice of the position on all bulletin boards for a minimum of one week, so that all members will know about the vacancy or new position.

14.02 Such notice shall contain the following information: nature of position, qualifications, required knowledge and education, skill, shift, hours of work, and wage or salary rate.

14.03 Preference shall be given to the employee with the greatest seniority provided they have the qualifications and ability to do the job efficiently. If the posting does not result in a suitable applicant, the Supervisor shall be free to fill the position as they see fit.

14.04 The successful employee shall be notified in writing within three (3) working days following the decision of the Employer and the decision shall be posted on the bulletin board in the Department.

#### **Article 15 – Lay-Offs & Recalls**

15.01 A layoff is defined as a reduction in the workforce.

15.02 Layoff shall be on the basis of seniority and ability to do the job. The regular employee with the least seniority shall be laid off first unless this leaves the Department with no one who is available to perform the required duties. In such a case, the employee with less seniority with the required skills may be retained.

15.03 Seniority for the purposes of this Article shall be based on time actually worked for the Corporation and shall not include periods on layoff.

15.04 Unless legislation is more favourable to the regular employees, the Employer shall notify the Union and the regular employees who are to be laid off two weeks prior to the effective date of layoff. If the regular employee has not had the opportunity to work the days as provided in this Article, he/she shall be paid for the days for which work was not made available.

15.05 No credits for sick pay or vacation pay shall be accumulated during periods of layoff.

15.06 No paid holidays (see Article 17) will be given during periods of layoff, nor will sick pay from the Corporation (see Article 19) be available for illness/disability occurring after the layoff commences.

### Re-Call

- 15.07 Regular employees shall be recalled in the order of their seniority providing they have the qualifications to perform the available work.
- 15.08 New qualified employees shall not be hired until those laid off have been given an opportunity of recall.
- 15.09 A laid off employee will be placed on a recall list for a term equal to their seniority to a maximum of twenty-four (24) months.
- 15.10 Grievances concerning lay-offs and recalls shall be initiated at Step #2 of the grievance procedure.

### **Article 16 – Hours of Work & Overtime**

#### All Departments

- 16.01 Employees shall be permitted a rest period of fifteen (15) consecutive minutes in both the first half and the second half of a shift.
- 16.02 Inclement weather may cause hours to fluctuate particularly during the winter months.
- 16.03 Employees who report for work on any shift for which they are scheduled and for which they have not been notified not to report will be guaranteed at least four (4) hours pay.

#### Overtime

- 16.04 Overtime work before and after the regular weekly hours or daily hours shall be paid at the rate of time and one-half (1 ½) the regular rate of pay for all hours worked.
- 16.05 All full time employees who work in excess of forty (40) hours per week or work on any paid holiday, as set forth in this Agreement, shall be considered overtime.
- a. Overall overtime hours shall be based on a combination of actual overtime hours worked and overtime hours offered.
  - b. The employer shall provide the Union Chair a copy of the cumulative overtime bank for the bargaining unit monthly.
- 16.06 In the event that scheduled overtime is required, the employer agrees to give at least twenty-four (24) hours' notice when possible.

#### Banking Overtime

- 16.07 A regular employee may request the overtime be paid in the following pay period or bank those hours at the rate of time and one-half to a total annual maximum of forty (40) hours. The regular employee may take the forty (40) hours as time off at a mutually agreeable time between the employee and the employer. However, the regular employee may request a pay out of either a portion or the entire bank during the year but if the banked time is not requested or used, as time off prior to December 1<sup>st</sup> in the year, the total balance will be paid out. Notwithstanding the foregoing, an employee may carry over banked overtime earned between December 1<sup>st</sup> and December 31 to the following year, but under no circumstances will banked overtime in the following year exceed forty (40) hours in total including any hours which may be carried over.

### Call-in Pay

- 16.08 Any employee who has completed their shift and has left the Corporations premise's and is then recalled to work extra time shall be paid at one and one-half (1 ½) times the employee's regular rate and will not receive less than the equivalent of four (4) hours pay at the employee's regular rate of pay for such additional Work. Where such employee is called out to work extra time and works less than four (4) hours, any subsequent call out that occurs within the original four (4) hour period shall be considered part of the original call-out.
- 16.09 Where an employee works four (4) or more hours beyond their regular shift, or more than ten (10) consecutive hours of overtime, such employee shall receive a meal allowance of twenty (\$20) dollars, unless a meal is provided.
- 16.10 Where an employee is engaged in an all-day training session, such employee shall receive the meal allowance pursuant to Article 16.09, unless a meal is provided.

### Public Works

- 16.11 For regular employees, the regular scheduled hours per week shall be forty (40) hours and the normal daily hours of work shall be eight (8) hours per day, 7 a.m. to 3:30 p.m. Monday to Friday inclusive, with one-half (1/2) hour unpaid lunch break.
- 16.12 Notwithstanding Article 16.11, the Manager of Public Works may, for specific summer projects, alter daily work hours for individuals and/or classes of employees to provide for service efficiencies, provided such hours commence no earlier than 6 a.m. In addition, for other periods, daily work hours may be altered by mutual agreement.

### Winter Patrol Duties

- 16.13 Any employee performing the role of winter patroller will be provided with a cell phone. Patrol hours may not be the same as the normal daily hours specified in Article 16.11, and hours are not subject to Article 16.04, unless the hours worked per day exceed eight or weekly hours exceed forty.

### Winter Season

- 16.14 For the purpose of this agreement the winter season shall be from November 1 to March 31 or as required for minimum maintenance standards.
- 16.15 Notwithstanding Article 16.14, the Manager of Public Works may alter the winter season upon providing at least one-weeks notice to the bargaining unit.
- 16.16 Notwithstanding Article 16.11, during the winter season the Employer may establish winter shifts. The normal working hours for the winter shifts shall be 8 hours per day, for five-day periods. Winter shift schedules will be reviewed by the parties prior to September 15, each winter season and may be altered for the next season upon mutual agreement of the parties.

### Winter Shift Premium

- 16.17 Employees assigned to a winter shift other than the 7:00 a.m. to 3:30 p.m. shift shall receive additional remuneration of \$3.50 per hour. A weekend night shift may also be established, Saturday and Sunday. Hours worked on a weekend shift shall be subject to overtime provisions pursuant to Article 16.07. Duties on winter shift may include patrolling. Where patrol duties are assigned to employees, a premium of fifty cents (\$0.50) per hour shall apply in addition to the regular shift premium. If such shifts are established, employees will be rotated through the schedule one week at a time.

### Stand-by

- 16.18 Any employee required to perform stand-by duties will be provided with a cell phone. Said employee will be required to be available outside of normal working hours to perform winter control duties should the need arise. Remuneration for the duties shall be one hundred and ninety dollars (\$190.00) per week plus compensation at the appropriate rate for any hours worked. Standby shall be 3:30 p.m. Monday to 3:29 p.m. the following Monday. The stand-by rate shall be increased by ten dollars (\$10.00) on January 1<sup>st</sup>, 2026, and an additional ten dollars (\$10.00) on January 1<sup>st</sup>, 2027.

### Water/Wastewater

- 16.19 The regular scheduled hours per week for Water/Wastewater operations employees shall be forty (40) hours. Normal daily hours of work shall be eight (8) hours per day, 8:00 a.m. to 4:30 p.m. Monday to Friday inclusive, with one-half (1/2) hour unpaid lunch break.
- 16.20 Notwithstanding Article 16.19, the Water/Wastewater Operations Manager may, for specific summer projects, alter daily work hours for individuals and/or classes of employees to provide for service efficiencies, provided such hours commence no earlier than 6 a.m. In addition, for other periods, daily work hours may be altered by mutual agreement.
- 16.21 Notwithstanding Article 16.19, Water/Wastewater operations employees shall work an altered weekly shift on a rotational basis. Such shift shall include a shift on Saturday and a shift on Sunday. The following Monday to Thursday inclusive shall have daily hours of 8:00 a.m. to 4:30 p.m. and Friday following time required to achieve a total of 40 regular hours, starting at 8:00 a.m.

### Stand-by

- 16.22 Water/Wastewater operations employees will be required to perform stand-by duties on a rotational basis. Employees on stand-by will be provided with a cell phone and will be required to respond to the facility within one hour of such call out. The stand-by shift shall be 8:00 a.m. Monday to 7:59 a.m. the following Monday, and shall coincide with the weekly shift outlined in Article 16.19.
- 16.23 Where a Water/Wastewater operations employee is called out to work extra time, and work less than 4 hours, any subsequent call out that occurs within the original 4 hour period shall be considered a part of the original call out. The exception to the foregoing will be, if an employee is called out to work extra time and must physically attend to the problem on site and within the same four hours is called out again and must physically attend to a problem at another site. In such case the call out will be considered, as a separate call out and the employee will be compensated accordingly.
- 16.24 Remuneration for stand-by duties shall be two-hundred and twenty-five dollars (\$225.00)/week plus compensation at the appropriate rate for any hours worked. The stand-by rate shall be increased by ten dollars (\$10.00) on January 1<sup>st</sup>, 2026, and an additional ten dollars (\$10.00) on January 1<sup>st</sup>, 2027.

### Article 17 – Paid Holidays

- 17.01 Subject to Article 17.04, all employees will be granted the following holidays with pay to be calculated at their regular straight-time rate times the standard daily hours for the position:

- New Year's Day
- Labour Day
- Good Friday
- Easter Monday
- Remembrance Day
- Victoria Day
- Christmas Day
- Canada Day
- Boxing Day
- Civic Holiday
- Thanksgiving Day
- Family Day
- Afternoon of the last scheduled working day before Christmas and New Year's Days.

17.02 All regular employees shall be granted additional days off at the regular rate of pay for the period between Christmas and New Year's Day. The exact dates to be taken shall be at the discretion of the Employer.

17.03 An employee who works on a paid holiday as stated in Article 17.01 will receive pay for all hours worked at a rate of time and one half (1 ½) the employee's regular hourly rate and either:

- a. a day off at a mutually agreeable time not more than twelve (12) months after the Paid Holiday, or;
- b. one day's pay at their regular rate.

17.04 To qualify for holiday pay, employees must not:

- a. be absent on the scheduled work day immediately preceding or following the holiday or the day granted in lieu, unless excused by the Supervisor, or in the case of extenuating circumstances;
- b. be absent on the holiday after being scheduled to work, unless for a valid reason;
- c. be in receipt of WSIB benefits or LTD in excess of thirty (30) days;
- d. be on a leave of absence without pay;
- e. be laid off;

17.06 No employee shall receive pay for paid holidays if the employee is in receipt of payments from WSIB, or LTD.

#### Temporary Employees

17.07 All temporary employees will be granted the paid holidays as indicated in 17.01 and would qualify and be paid in accordance with the Employment Standards Act.

#### Holidays on Non-Scheduled Working Days

17.08 Where a paid holiday as stated in 17.01 falls on a Saturday or Sunday and this is a non-scheduled working day, the next working day following will be taken off in lieu.

17.09 Where a paid holiday falls on a non-scheduled working day other than Saturday or Sunday, another day off in lieu will be granted at a time agreed to by the regular employee and Supervisor.

Holidays Within a Vacation Period

17.10 Where a paid holiday falls within a regular employee's vacation period, an extra day off shall be granted at a mutually agreeable time.

**Article 18 – Vacations**

Vacation Year

18.01 For the purpose of computing vacation entitlement, the vacation year shall begin on January 1<sup>st</sup> and end on December 31<sup>st</sup>. Where a conflict with the Employment Standards Act exists, the Act shall prevail.

Vacation Entitlement Regular Employees

18.02 Regular full-time employees shall be eligible for vacation entitlement as follows:

<b>Years of Eligible Service (January 1<sup>st</sup>)</b>	<b>Vacation Entitlement</b>
Less than One (1) Year	One (1) day per month service to a maximum of Ten (10)
One (1) Year	Two (2) Weeks
Five (5) Years	Three (3) Weeks
Ten (10) Years	Four (4) Weeks
Fifteen (15) Years	Five (5) Weeks
Twenty (20) Years	Six (6) Weeks

18.03 A vacation week shall consist of the regular scheduled work week for that employee. All vacation weeks and pay shall be based on the calendar year, and must be earned in advance.

Vacation Pay

18.04 Vacation Pay for regular employees shall be their regular earnings as per Schedule "A".

18.05 Temporary employees will receive vacation pay as specified by the Employment Standards Act, and be paid as it is earned.

Termination of Employment

18.06 Upon termination of employment, employees shall receive all outstanding vacation owing.

Effect of Leaves of Absence on Vacation Credits

18.07 In the event there has been an absence in excess of 30 continuous calendar days in a vacation year, refer to Article 20.11 to calculate vacation entitlement.

Vacation Credits on Retirement

18.08 Regular employees who are retiring can use up all outstanding vacation credits to date during the year of retirement or a lump sum payment may be made.

Vacation Scheduling

18.09 Regular employees may not accumulate vacation credits. Vacation time must be taken and used within the current year.

- 18.10 At the discretion of the Supervisor, generally no more than two employees will be allowed vacation during the same period, however vacation requests will, as is practical, be granted at the times most desired by the regular employees.
- 18.11 A regular employee, to ensure consideration of their request, must notify the Supervisor in writing of their preferred vacation period by March 31 in the year. The Vacation Schedule will be posted on the Union bulletin board by April 15. A regular employee can only request a maximum of two (2) consecutive weeks off. The two (2) consecutive week period may be extended where it is operationally feasible or there are exceptional circumstances at the discretion of the approving manager. Requests for one day shall not supersede a request for an entire week.
- 18.12 Those employees not submitting vacation requests by March 31 shall have their requests granted on a first come, first serve basis.
- 18.13 Preference shall be given to years of service when allotting vacation times if too many regular employees request the same vacation time period.
- 18.14 Once the vacation schedule is posted it shall not be altered, however an employee requesting a change to their vacation schedule, must make a written request four (4) weeks in advance of original approved vacation time. The change must be approved by the Supervisor, in writing, otherwise the original vacation time must be taken as originally requested.
- 18.15 When an employee is hospitalized during their vacation, there shall be no reduction from vacation credits for such days required for convalescence. Where an employee's vacation is interrupted as a result of an accident or illness where they would otherwise qualify for sick leave or short-term disability, the time taken shall be deducted from sick leave credits. The employee will be required to provide a medical certificate to switch vacation time to sick time. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date by mutual agreement between the employee and the Employer.
- 18.16 When an employee dies, their estate shall be entitled to the value of the vacation credit owing to them at the time of death.
- 18.17 An employee who becomes eligible for bereavement leave immediately prior to or during approved vacation time may substitute bereavement leave for vacation time. The affected vacation days shall be rescheduled to a later date by mutual agreement between the employee and the employer.

#### **Article 19 – Sick Leave Provisions**

- 19.01 Sick leave credit of twelve (12) days per annum will be available for personal illness or non-occupational accident. Sick leave credits cannot be carried beyond the end of the calendar year and will have no cash value on either termination or retirement. Employees starting after the first of the year will have their sick leave prorated based upon one day per full month of service, it being acknowledged that the employee will receive credit for the first month provided they commenced working no later than the seventh day of the month.

- 19.02 Loss of time caused by sickness shall be paid to an employee for the number of sick leave credit days accumulated to the time of sickness at their then current rate of wage except for any day for which the employee is entitled to Workplace Safety and Insurance Board payments.
- 19.03 A regular employee shall be entitled to use up to four (4) days per calendar year from their accumulated sick leave to attend to spouse, child or parent on special or compassionate grounds which are medically related.
- 19.04 Each full time employee who has completed the probationary period shall be eligible for the short term/long term disability program.

#### Short-Term Disability

- 19.05 Short-term disability income will be paid after sick leave credits pursuant to article 19.01 have been utilized. Short-term disability benefits due to illness or non-occupational accident will be paid for a continuous absence up to 119 calendar days at 66.67% of the employee's regular pay.
- 19.06 Separate periods of disability occurring under this benefit will be considered one period if:
- a. They result from the same or related causes and are separated by a period of six consecutive months or less during which the employee returned to active employment; or
  - b. They result from entirely unrelated causes and normally are separated by a period of less than one full day during which the employee returned to active employment.
- 19.07 The cost of this short-term disability insurance plan will be paid 100% by the Municipality of Bayham effective the first day of the month following three continuous months of service.

#### Long-Term Disability

- 19.08 A long-term disability plan (L.T.D.) provides regular employees with 66.67% of basic monthly earnings up to a maximum of \$4,000 per month, payable up to age 65 years after the initial period of 119 days during which time short-term disability coverage, as described in Article 19.03 above, will be in effect.
- 19.09 The cost of this long-term disability insurance plan will be paid 100% by the Municipality of Bayham effective the first day of the month following three continuous months of service.
- 19.10 An employee required by the employer to provide a medical certificate shall be reimbursed for the said certificate.
- 19.11 Notification to Employer  
Employees who are unable to attend work on account of personal sickness or injury are required to notify their supervisor at least one (1) hour before the commencement of their scheduled shift unless the employee is unable to provide such notification due to circumstances beyond their control.

**19.12 Proof of Illness**

Following three (3) consecutive days of illness, an employee may be required to provide a medical certificate, certifying that the employee was unable to carry out their duties due to illness. A medical certificate will be required prior to an employee receiving Short-Term Disability Benefits. The cost of the medical certificate, if any, shall be paid for by the Employer.

**Article 20 – Leaves of Absence**

**Negotiations/Conciliation/Mediation**

20.01 Representatives of the union shall not suffer any loss of regular earnings for the total time involved in negotiations, this includes conciliation and mediation facilitated by the Ministry of Labour, with the Employer conducted during working hours, up to but not including arbitration, only in the case where such negotiations are agreed to by the Employer or imposed upon the parties hereto by an outside body.

**Grievances/Mediation/Arbitration**

20.02 Representatives of the Union shall not suffer any loss of pay or benefits for the total time involved in grievances, mediation and arbitration conducted during working hours.

**Union Leave**

20.03 Upon request to the Employer, up to two (2) employees elected or appointed to represent the Union at a conference, convention or educational seminar shall be allowed leave of absence, not exceeding twenty (20) days in aggregate in any calendar year, provided that this shall not interfere with the efficient operation of the Municipality. In such cases, the employer shall continue to pay the employee and bill the Union for the total wages concerned. All payments shall be made to the employer within 45 days of receipt of the billing.

**Bereavement Leave**

20.04 An employee shall be granted a maximum of five (5) regularly scheduled consecutive work days leave, without loss of pay or benefits, in the case of death of a spouse, common law spouse, same sex spouse, child, child of common law spouse, parent, step-parent, parent-in-law, grandchild or stepchild.

20.05 An employee shall be granted up to three (3) regularly scheduled consecutive work days leave, without loss of pay or benefits in the case of the death of a brother, sister, parent of common law spouse, stepbrother, stepsister, aunt, uncle, niece or nephew.

20.06 An employee shall be granted up to two (2) regularly scheduled consecutive work days leave, without loss of pay or benefits in the case of the death of a brother-in-law or sister-in-law.

20.07 Paid days outlined in 20.04, 20.05, and 20.06 shall mean scheduled working days within the two-week period following the day the death occurred. Employees may withhold up to two (2) paid days to be utilized outside of the two-week period to attend the funeral service or interment.

20.08 An employee shall be granted one-day bereavement leave without loss of pay or benefits in the case of death of a fallen co-worker currently employed by the Municipality of Bayham, or to attend a funeral as a pallbearer.

20.09 The employee may be required to provide evidence, reasonable in the circumstances, of the employee's entitlement to the leave, including but not limited to, proof of death or family relationship.

Jury/Witness Duty

20.10 An employee who is required to serve as a juror or subpoenaed as a witness in any court in Ontario, shall be granted a paid leave of absence for the days on which the employee would otherwise have been scheduled to work. The employer shall pay the difference between the normal earnings and the payment received for jury service, court witness, excluding payment for travelling, meals or other expenses. The employee will present proof of service and the amount of pay received.

General Leave Without Pay

20.11 An employee may request personal leave of absence, without pay, and subject to Article 20.11, for good and sufficient cause, and such request shall not be unreasonably denied.

20.12 Employees who are on personal leaves of absence of less than 30 consecutive working days will not be considered to be laid off and their seniority shall continue to accumulate during such absence.

Statutory Leaves of Absence

20.13 All employees are eligible for leaves of absence in accordance with, and subject to, the provisions of the *Employment Standards Act, 2000*, as amended from time to time.

Leave With Pay WSIB/STD/LTD

20.14 The Employer shall continue to pay its share of the premium for the benefit plans for the regular employees who are on paid leave of absence or WSIB. It is understood that the obligation of the Employer to pay its share of the health and welfare benefits while a regular employee is on WSIB, STD, or LTD shall continue only so long as the employment relationship continues or twenty four (24) months, whichever occurs first unless prohibited by legislation.

Leave Without Pay

20.15 Where any leave of absence without pay exceeds thirty (30) continuous calendar days, the following shall apply:

- a. The Employer shall pay its share of the health and welfare benefits for the calendar month in which the leave commences and in the month immediately following.
- b. If the leave of absence exceeds thirty (30) consecutive calendar days, benefit coverage may be continued by the employee, provided that they pay the total cost of the premiums to the Employer for each monthly period in excess of the thirty (30) consecutive calendar days leave of absence except as modified by 20.15 (a).
- c. Benefits will accrue from the date of return to employment following such leave of absence.

- d. With the exception of leave specified in Article 20.10, service for the purpose of determining vacation credits or sick leave credits or any other benefits under any provision of the collective agreement or elsewhere will not accumulate, but will remain fixed at the amount held at the commencement of the leave subject to the Employment Standards Act as amended from time to time.
- e. It is understood that a regular employee who chooses to continue benefits under Article 20.15 (a) or 20.15 (b) shall provide the Employer with payment for the amount required on or before the first day of the month in which payment is due.

### **Article 21 – Payment of Wages & Allowances**

- 21.01 The Employer shall pay salaries and wages every two (2) weeks, by direct deposit, in accordance with Schedule "A" attached hereto and forming part of this Agreement. Each pay stub will include earnings for all work performed through the end of the previous payroll period.
- 21.02 In the event that a regularly scheduled payday falls on a day off such as a holiday, employees will receive pay on the last day of work before the regularly scheduled payday.
- 21.03 When an employee is transferred to a higher rated position as a result of a job posting, the employee shall receive the appropriate rate in the new position which is not less than the employee's rate prior to accepting the new position.

#### Compensation Philosophy

- 21.04 Each year on January 1 the entire pay band grid shall be indexed by 2.75%.

### **Article 22 – Job Classifications & Reclassifications**

- 22.01 The Employer shall prepare a new job description whenever a new job class is created. When a new job class is created or established, the rate of pay for such classification shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the rate of pay for the job in question, such dispute shall be submitted to grievance and arbitration.
- 22.02 The parties agree to abide by the Pay Equity Act.

### **Article 23 – Employee Benefit Plans**

- 23.01 The Employer shall provide the following plans for all employees:
  - a. Semi-private Hospital Care - 100%
  - b. Vision Care (\$400.00/24 months for corrective glasses or lenses), and eye exams to a maximum of \$90.00 every 24 months. The employer shall provide vision care for all regular full-time employees and eligible dependents.
  - c. Dental Plan - 100% premium paid by the Employer, at current O.D.A. rates at time of treatment. Orthodontic coverage 50% co-insurance to a lifetime maximum of \$1,500.00 per eligible dependent.

- d. Extended Health Care Plan - 100%. No deductible on prescription drugs. Drug plan to provide mandatory generic substitutes for prescriptions unless otherwise directed by the physician. The plan will provide Chiropractic coverage with no maximum per visit to an annual maximum of \$500.00 per eligible family member, physiotherapist coverage with no maximum per visit to an annual maximum of \$500.00 per eligible family member, massage therapy coverage with no maximum per visit to an annual maximum of \$500.00 per eligible family member, hearing aid coverage to a maximum of \$500.00 every three years per eligible family member.
  - e. Deluxe out of Province Coverage
  - f. Accidental Death and Dismemberment and Life: two times annual salary, maximum \$200,000.00 reduced 50% at age 65.
- 23.02 The Employer will pay on behalf of each insured employee 100% of the premium cost for Life Insurance. The amount of coverage for employees covered by this agreement shall be two (2) times the employee's annual salary for the current year rounded to the next \$1,000.00. (Maximum \$200,000.00 reduced 50% at age 65)
- 23.03 An employee working past the age of sixty-five (65) is eligible for all covered benefits, up to the age of seventy (70) or the date of retirement, whichever is earlier, except AD&D and Life Insurance, which reduce 50% at age sixty-five (65), as per Article 23.01 (f) and 23.02.
- 23.04 The Ontario Drug Plan is an offset to drug coverage under the plan(s) of insurance and the annual deductible shall be covered by the plan(s) of insurance. Covered drugs are identified in the insurer's drug formulary (which may change from time to time).

**Article 24 – Health & Safety**

- 24.01 The Parties hereto agree to abide by the provisions of the Occupational Health and Safety Act (R.S.O. 1990)

**Article 25 – Uniform Allowance**

- 25.01 The Employer shall provide safety clothing, which shall be replaced as needed. A boot allowance of up to three-hundred (\$300.00) annually for the purchase of C.S.A. approved safety boots will be made available for a regular full time employees, upon provision of a valid receipt to the Supervisor The Employer will reimburse each employee for one pair of coveralls annually, up to one-hundred (\$100.00) upon provision of a valid receipt.

**Article 26 – General**

- 26.01 The Employer shall provide a bulletin board which shall be placed so that all employees will have access to it and 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.
- 26.02 All employees required to use their own vehicle in the course of their duties shall be reimbursed at the rate established by Council policy.

- 26.03 The Union and the Employer agree to abide by the Human Rights Code.
- 26.04 Upon prior approval of the employer and successful completion, employees shall be reimbursed for training, courses, seminars, exam and licence fees for the maintenance of licences required by the employer for the position.
- 26.05 All employees required or permitted to attend training/courses/seminars shall be reimbursed for expenses directly incurred for such attendance as follows:
- a. Mileage - pursuant to Article 26.02
  - b. Cost of accommodation supported by a receipt and cost of meals to a maximum of sixty-three dollars (\$63.00) per day supported by receipts, excluding alcoholic beverages.
- 26.06 The employer shall provide cleaning services for the lunch room and washroom at the works yard, 8354 Plank Road.

#### Contact Information

- 26.07 The employer will provide to the Union a list of all the employees in the bargaining unit. The list will include each person's name, job title, classification, home mailing address, home telephone number (and other available personal telephone numbers, such as cellular numbers), work email, and, if available, personal email.
- a. The list will also indicate the employer's work site and employment status (such as full-time, part-time, temporary, seasonal, casual) and if the employee is on a leave of absence, the nature of the leave.
  - b. The employee contact list will be provided in an electronic spreadsheet to the Union contact designated by the Local Executive once and when any changes are provided to the Municipality, or in the case of new hires.

#### Potential Employees

- 26.08 During the interview process, the employer will advise potential employees that a union collective agreement is in effect.

#### New Employees

- 26.09 On commencing employment in a position within the bargaining unit, the employee's immediate supervisor or other representative of the employer will introduce the new employee to their Union Steward or Representative, as designated by the Union.
- 26.10 The representative designated by the Union will be given an opportunity to meet privately with each new employee during the first month of employment to acquaint them with the structure, benefits and duties of union membership. A maximum of sixty minutes will be allowed for this purpose within regular working hours and without loss of pay for either employee.

#### Article 27 – Contracting Out

- 27.01 Unless legislation mandates, workfare participants will not replace existing members or positions in the bargaining unit.

## **Article 28 – Mergers & Amalgamations**

- 28.01 In the event that the Employer merges/amalgamates with any other body, the Union shall be advised in writing as soon as reasonably possible. The Employer will use its best efforts to ensure that:
- a. bargaining unit employees shall be credited with all seniority rights with the new employer;
  - b. all service credits relating to vacation with pay, sick leave credits, pensionable service and other benefits shall be recognized by the new employer;
  - c. conditions of employment and wage rates with the new employer shall be at least equal to those contained in this Collective Agreement;
  - d. no employee shall suffer loss of employment as a result of the merger/amalgamation;
  - e. it will solicit input from CUPE Local 35 regarding the items noted above and keep the Local and the National representative informed of the status of those discussions involving those items.

In addition, the employer shall make available to the Union any information in its possession that reasonably relates to a merger/amalgamation.

Within twenty (20) working days of written notice to the Union, the parties shall meet to discuss the details of the merger/amalgamation as outlined in (e) above, in order to minimize any impact it may have on bargaining unit members.

## **Article 29 – Term of Agreement**

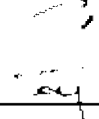
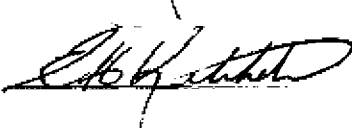
- 29.01 This Agreement shall be effective on the 1<sup>st</sup> day of January 2025 until the 31<sup>st</sup> day of December 2027, and from year to year thereafter unless either party gives notice in writing at least thirty (30) days prior to the expiration date of the Agreement. If such notice is given, negotiations for a new Agreement shall commence within twenty (20) days of such notice.
- 29.02 Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.
- 29.03 All changes in this Agreement shall be adjusted retroactively unless otherwise specified.

## **Article 30 – Work Experience**

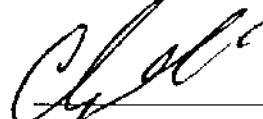
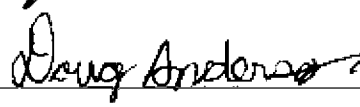

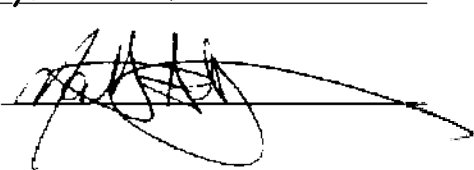
- 30.01 In order to promote greater diversity and job enrichment, the Employer shall endeavour to assign work within the department so that employees will learn new aspects of the jobs and will be able to maintain capabilities already attained. For clarity, the employer shall ensure that all employees maintain familiarity and competency on necessary equipment.

DATED AND EXECUTED at yl, Ontario, on behalf of the parties hereto and by their duly authorized representatives this 10 day of 11, 2013

**FOR THE EMPLOYER**

  
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**FOR THE UNION**

  
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**Schedule 'A'**

**Rates - Public Works Operations**

<b>2025</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Job Rate</b>
Working Foreman	\$32.21	\$32.88	\$33.55
Lead Hand	\$31.68	\$32.34	\$33.00
Operator	\$28.30	\$28.89	\$29.48
Temp	\$26.78	\$27.34	\$27.90
Student	\$20.45	\$20.87	\$21.30
Casual	\$23.72		

<b>2026</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Job Rate</b>
Working Foreman	\$33.09	\$33.78	\$34.47
Lead Hand	\$32.55	\$33.23	\$33.91
Operator	\$29.08	\$29.68	\$30.29
Temp	\$27.52	\$28.09	\$28.66
Student	\$21.01	\$21.45	\$21.89
Casual	\$24.38		

<b>2027</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Job Rate</b>
Working Foreman	\$34.00	\$34.71	\$35.42
Lead Hand	\$33.45	\$34.15	\$34.84
Operator	\$29.88	\$30.50	\$31.12
Temp	\$28.27	\$28.86	\$29.45
Student	\$21.59	\$22.04	\$22.49
Casual	\$25.05		

Note No. 1 Employees move to the Year 2 Rate following 2,080 regular hours worked, and the Job Rate following 4,160 regular hours worked.

Note No. 2 Students move to the Year 2 Rate 480 regular hours worked, and the Job Rate following 960 regular hours worked.

Rates - Water/Wastewater Operations

<b>2025</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Job Rate</b>
Operator II	\$31.58	\$32.81	<b>\$34.21</b>
Operator I	\$27.28	\$28.37	\$29.52

<b>2026</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Job Rate</b>
Operator II	\$32.44	\$33.71	\$35.15
Operator I	\$28.03	\$29.15	\$30.33

<b>2027</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Job Rate</b>
Operator II	\$33.34	\$34.64	\$36.11
Operator I	\$28.80	\$29.95	\$31.17

Note No. 1 Minimum Qualification for Operator I is (Operator In Training) OIT for Water Distribution, Wastewater Treatment, Wastewater Collection, and Water Treatment.

Note No. 2 Employees in Operator I job classification shall receive the rates as indicated plus \$0.50 per hour per additional certificate level obtained, up to the maximum certificate level required for the Municipality:

- Water Distribution Class 1
- Water Treatment Class 1
- Water Treatment Class 2
- Wastewater Treatment Class 1
- Wastewater Treatment Class 2
- Wastewater Collection Class 1
- Wastewater Collection Class 2

Note No. 3 Employees move to the Year 2 Rate following 2,080 regular hours worked, and the Job Rate following 4,160 regular hours worked.

**LETTER OF UNDERSTANDING – Employee Benefit Plan**

BETWEEN

THE CORPORATION OF THE MUNICIPALITY OF BAYHAM (the Employer)

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 35.4 (the Union)

Whereas the Union sought to enhance the existing benefits outlined in Article 23.01 during bargaining;

And whereas the Employer identified the provision of benefits outlined in Article 23.01 are included in a consortium with other Elgin County groups (Union and Non-Union);

And whereas the Employer has advised the Union that enhancements to said benefits are not achievable without the participation and agreement of all participating Elgin County groups;

Now therefore, the Employer agrees that should the participating Elgin County groups initiate a review, which would see enhancements to the benefits, the information will be provided to the Union at the earliest opportunity. The Employer further agrees that any enhancements will be applied and outlined in a new Letter of Understanding for the remainder of the existing term of the Collective Agreement.

SIGNED this   9   day of   Nov  , 2025.

**LETTER OF UNDERSTANDING – Part Time Employees**

BETWEEN

THE CORPORATION OF THE MUNICIPALITY OF BAYHAM (the Employer)

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 35.4 (the Union)

Within 180 days, and subject to council direction the parties will schedule a meeting to discuss the possibility of amending the Collective Agreement to incorporate the definition, and the inclusion of, a "part time" employee classification.

SIGNED this 17 day of March, 2025.