



COLLECTIVE AGREEMENT

BETWEEN

THE CORPORATION OF THE TOWN OF PRESCOTT

AND

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 2311**

January 1, 2025 to December 31, 2028

TABLE OF CONTENTS

PREAMBLE..... 3

ARTICLE 1 - MANAGEMENT RIGHTS 4

ARTICLE 2 - RECOGNITION AND NEGOTIATIONS..... 4

ARTICLE 3 - NO DISCRIMINATION..... 5

ARTICLE 4 - UNION SECURITY 5

ARTICLE 5 - CHECK-OFF OF UNION DUES 5

ARTICLE 6 - CORRESPONDENCE 6

ARTICLE 7 - LABOUR AND MANAGEMENT BARGAINING RELATIONS 6

ARTICLE 8 – LABOUR MANAGEMENT COMMITTEE 7

ARTICLE 9 – GRIEVANCE PROCEDURE 8

ARTICLE 10 - ARBITRATION 9

ARTICLE 11 – DISCHARGE, SUSPENSION AND DISCIPLINE 10

ARTICLE 12 - SENIORITY..... 11

ARTICLE 13 - PROMOTION AND STAFF CHANGES 12

ARTICLE 14 - LAY-OFFS AND RECALLS 13

ARTICLE 15 – HOURS OF WORK 14

ARTICLE 16 - OVERTIME..... 15

ARTICLE 17 - HOLIDAYS..... 19

ARTICLE 18 - VACATIONS 20

ARTICLE 19 - SICK LEAVE PROVISIONS..... 21

ARTICLE 20 - LEAVE OF ABSENCE..... 22

ARTICLE 21 - PAYMENT OF WAGES AND ALLOWANCES..... 25

ARTICLE 22 - EMPLOYEE BENEFIT PLAN..... 25

ARTICLE 23 - HEALTH AND SAFETY 27

ARTICLE 24 – WORKPLACE SAFETY AND INSURANCE 28

ARTICLE 25 - GENERAL CONDITIONS 28

ARTICLE 26 - PRESENT CONDITIONS AND BENEFITS 30

ARTICLE 27 - TERM OF THE AGREEMENT 31

ARTICLE 28 - EMPLOYEE CATEGORIES 31

SCHEDULE “A” – WAGE RATES..... 33

APPENDIX – “A” 34

APPENDIX – “B” 36

LETTER OF UNDERSTANDING - RE: NEW ARENA COMPLEX..... 37

BETWEEN

The Canadian Union of Public Employees and Its Local 2311
(hereinafter called the "Union")

of the first part

AND

The Corporation of the Town of Prescott
(hereinafter called the "Employer")

of the second part

WHEREAS Parties hereto have agreed to enter into an agreement for the purpose of defining, determining and providing for remuneration and benefits, and

WHEREAS it is desirable to maintain a harmonious relationship between the Parties and provide for the documentation of said remuneration and benefits; and

WHEREAS should differences arise between the Parties from the interpretation, application or administration of this Agreement, the matter shall be arbitrated pursuant to the *Labour Relations Act, R.S.O. 1995, Chapter L.2*; and

WHEREAS this Agreement now witnesseth that the Parties hereto in consideration of the premises and mutual covenant hereinafter contained, agree each with the other as does follow:

PREAMBLE

For the purpose of this Agreement, any use of a pronoun in the masculine gender shall include the feminine and neutral genders, any use of a pronoun in the feminine gender shall include the masculine and neutral genders, unless the context clearly indicates otherwise.

The words include and including, and variations thereof, shall not be deemed to be terms of limitation, but rather shall be deemed to be followed by the words without limitation.

ARTICLE 1 - MANAGEMENT RIGHTS

The Union recognizes that the management function and the direction of the working force is fixed exclusively in the Employer and shall remain solely with the Employer except as specifically limited by the express provisions of this Agreement and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- (a) maintain order, discipline and efficiency;
- (b) hire, discharge, direct, promote, demote, classify, transfer, layoff, recall and suspend or otherwise discipline employees, provided that a claim of discharge or discipline without just cause may be the subject of a grievance and dealt with as hereinafter provided;
- (c) make and enforce and alter from time to time reasonable rules and regulations to be observed by the employees not consistent with the provisions of the Agreement.

ARTICLE 2 - RECOGNITION AND NEGOTIATIONS

2.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees and Its Local 2311 as the sole and exclusive collective bargaining agency for all of its employees save and except foremen, persons above the rank of foreman, office, clerical and technical staff, persons regularly employed for not more than twenty-four (24) hours per week and students employed during the school vacation period, and hereby agrees to negotiate with the Union and any of its authorized committees.

2.02 Work of the Bargaining Unit

Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit that would result in:

- (a) a lay-off of employees in the bargaining unit, or
- (b) a planned permanent reduction in the regularly scheduled hours of work, or
- (c) prevent the creation of other permanent bargaining unit positions.

This clause will not interfere with the present level of work performed by the Supervisor, Manager or Director.

2.03 No Other Agreements

No employee shall be required or permitted to make a written or verbal agreement with the Employer or his/her representatives, which may conflict with the terms of this Collective Agreement.

ARTICLE 3 - NO DISCRIMINATION

3.01 Employer Shall Not Discriminate

There shall be no discrimination by the Employer, the Union or any of its members against any Employee because of membership or non-membership in any lawful Union or by reason of filing of a grievance.

Both the Employer and the Union agree there shall be no discrimination against any Employee in accordance with the Employer's Human Rights Policy, as amended from time to time in accordance with the Human Rights Code, RSO 1990, as amended from time to time, including existing provincial and federal legislation.

3.02 Personal Violence and Harassment

The Employer shall make reasonable efforts to ensure that Employees are free from personal violence and harassment in the workplace in accordance with the Occupational Health and Safety Act, R.S.O. 1990 and its revisions. By-law No. 19-2010 (Violence and Harassment in the Workplace Policy) for the Corporation of the Town of Prescott also applies to this clause.

ARTICLE 4 - UNION SECURITY

4.01 Present Employees

As a condition of employment, all employees covered under this agreement shall become members of the Union.

4.02 Potential Employees

During the interview process, the employer will advise potential employees that a union collective agreement is in effect and will inform them of the conditions of employment set out in the articles dealing with Union Security and Dues.

ARTICLE 5 - CHECK-OFF OF UNION DUES

5.01 Check-Off Payments

The Employer shall deduct from every employee all uniformly levied dues, initiation fees or assessments levied by the Union on its members.

5.02 Deductions

Deductions shall be made from each pay and shall be forwarded to the National Secretary-Treasurer of the Union not later than the fifteenth day of the following month, accompanied by a list of the names, addresses and classifications of employees from those wages the deduction have been made.

The Union shall indemnify and save the Employer harmless with respect to all claims and demands made against the Employer by an employee as a result of the deductions and remittance of dues by the Employer pursuant to this section.

ARTICLE 6 - CORRESPONDENCE

6.01 All correspondence between the parties arising out of this Agreement or incidental thereto, shall pass to and from the Municipal Clerk and Municipal Treasurer and the President, Secretary, and bargaining unit steward of the Local.

ARTICLE 7 - LABOUR AND MANAGEMENT BARGAINING RELATIONS

7.01 Union Bargaining Committee

A Union Bargaining Committee shall be elected or appointed and consist of not more than three (3) members of the Union. The Union will advise the Employer and the Union members of the Committee.

7.02 Representative of Canadian Union

The Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representative may have access, upon request, at a time mutually agreed upon, to the Employer's premises in order to investigate and assist in the settlement of a grievance.

7.03 Time Off For Meetings

Any representative of the Union or the Bargaining Committee who is in the employ of the Employer shall have the right to attend meetings, arranged by the Employer, within working hours without loss of remuneration.

ARTICLE 8 – LABOUR MANAGEMENT COMMITTEE

8.01 Labour/Management Committee

The Labour Management Committee shall consist of three (3) representatives of the Union and three (3) representatives of the Employer. The Committee shall enjoy the full support of both parties in the interests of improved service to the public, and job security for the employees.

8.02 Function of Committee

The Committee shall concern itself with the following general matters:

- (a) Considering constructive criticisms of all activities so that better relations shall exist between the Employer and the employees.
- (b) Improving and extending services to the public.
- (c) Promoting safety and sanitary practices.
- (d) Reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service).
- (e) Correcting conditions causing grievances and misunderstandings.

8.03 Meetings of Committee

The Committee shall meet at least once every three (3) months at a mutually agreeable time and place. All matters for discussion shall be submitted to the Municipal Treasurer at least seven (7) calendar days before each meeting for placement on the agenda. Its members shall receive a notice and agenda of the meeting at least three (3) days in advance of the meeting. Employees shall not suffer any loss of pay for time spent with this Committee.

8.04 Chairperson of the Meeting

An Employer and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.

8.05 Minutes of Meeting

Minutes of each meeting of the Committee shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting. The Union, the CUPE Representative and the Employer shall each receive a signed copy of the minutes within seven (7) calendar days following the meeting.

ARTICLE 9 GRIEVANCE PROCEDURE

9.01 Recognition of Union Stewards and Grievance Committee

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the right and duties of the Union Grievance Committee and the Union Stewards. The Stewards shall assist any employee which the Steward represents in preparing and presenting his/her grievance in accordance with the grievance procedure. The Union shall notify the Employer in writing of the name of each Steward before the Employer shall be required to recognize him/her.

9.02 Permission to Leave Work

The Employer agrees that Stewards will 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. The Union recognizes that each Steward is employed full time by the Employer and that he/she shall not leave his/her work without obtaining the permission of his/her supervisor which permission shall be given within a reasonable period of time.

9.03 Definition of Grievance

A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of this Collective Agreement.

9.04 Settling of Grievances

Prior to a formal written grievance being submitted to the Employer, the Employee and his/her supervisor shall address the concern through open and honest communication. Any discussion and/or resolution will be "without prejudice" to either party and will not be used and/or relied on by the parties in the grievance process.

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

Step 1

The employee having a complaint shall, within seven (7) calendar days of the event giving rise to the complaint, with or without his/her Steward, present his complaint in written form on a Union grievance form to the first level of non-bargaining supervision and provide a copy to the Director of Operations. Failing satisfactory settlement within seven (7) calendar days, he shall proceed to Step 2.

Step 2

The employee with the Steward shall, within seven (7) calendar days of the reply under Step 1, present his/her written grievance to the Director of Operations and Treasurer. A meeting with the grievor and steward will be held within seven (7) calendar days of the presentation. After the meeting, the Director of Operations will respond, in writing, indicating the disposition of the grievance within seven (7) calendar days.

Step 3

Failing a satisfactory settlement in Step 2, the Union may, within fourteen (14) calendar days after receipt of the reply in Step 2, refer the dispute to Mediation.

Step 4

Failing a satisfactory settlement in Step 3, the Union may, within fourteen (14) calendar days after receipt of the reply in Step 3, refer the dispute to Arbitration.

9.05 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees of the Union has a grievance, Steps 1 of this article may be by-passed proceeding directly to Step 2.

9.06 Replies in Writing

All communications, including replies and grievances stating reasons shall be in writing at all stages.

9.07 Mediation

Anytime in the grievance process, the parties may agree to put a grievance in abeyance for the purposes of using services of a mediator. The parties agree to share the costs of the mediation.

ARTICLE 10 - ARBITRATION

10.01 When either party requests that a grievance be submitted to arbitration, both parties shall comply with the procedure outlined under Sections 48, 49 and 50 of the Labour Relations Act, R.S.O. 1995.

ARTICLE 11 – DISCHARGE, SUSPENSION AND DISCIPLINE

11.01 Progressive Discipline

The Employer affirms its commitment to the principle of progressive discipline whenever the Employer or his authorized agent deems it necessary to censure, discipline, suspend or discharge an employee.

11.02 Warning

Whenever the Employer or his authorized agent deems it necessary to censure an employee in a manner indicating that dismissal or discipline may follow any further infraction or may follow if such employee fails to bring his/her work up to a required standard by a given date, the Employer shall within seven (7) calendar days of being aware of the event, give written particulars of such censure to the employee involved and a copy to the Secretary of the Union and Local Union Steward.

11.03 Discipline, Suspension and Discharge

An employee shall be notified in writing of the nature of any serious dissatisfaction concerning his/her work within seven (7) calendar days of the Employer becoming aware of the event, or within twenty-one (21) calendar days of the event in those cases where the Employer is conducting an investigation. Copies of the notification shall be sent to the Secretary of the Union and Local Unit Steward.

11.04 Right to Have Steward Present

An employee shall have the right to have his/her Steward present at any discussion with supervisory personnel which the employee has been informed might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall so notify the employee in advance of the purpose of the interview in order that the employee may contact his/her Steward to be present at the interview.

A Steward or local Union Officer shall have the right to consult with a C.U.P.E. Staff Representative and to have him/her present at any discussion with supervisory personnel prior to the invoking of any disciplinary action.

11.05 Clearing the File

The record of an employee shall not be used against him/her at any time after twenty-four (24) months following a suspension or disciplinary action, including letters of reprimand or any letters of warning, provided no further incidents occur within the twenty-four (24) month period. For clarity, the record will remain intact as per the Town of Prescott Record Retention By-law No. 49-2016.

ARTICLE 12 - SENIORITY

12.01 Seniority Defined

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 shall be used as a factor in determining promotion, transfer, demotion, lay-offs, permanent reduction of the workforce, and recall when other factors are equal. Seniority shall operate on a bargaining-unit-wide-basis.

12.02 Probation for New Employees

A newly hired employee shall be on probation only for the first three months of his/her employment. The Employer may request an extension of up to six (6) months for the probationary period, where required to establish the suitability of an employee. During the probationary period, the employee shall be entitled to all rights and benefits of this Agreement, save and except the Benefit Insurance Plan provided by the Employer and the grievance procedure as it pertains to discharge.

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

12.03 Loss of Seniority

An employee shall not lose seniority rights if he/she is absent from work because of sickness, disability, accident, lay-off or leave of absence approved by the Employer.

An employee shall permanently lose his seniority **in the event that:**

- (a) he/she is discharged for just cause and is not reinstated, or
- (b) he/she resigns and does not report to their next regularly scheduled shift, or
- (c) he/she fails to return to work within five (5) working days following a lay-off unless prevented by illness or other just cause, or
- (d) If an employee is employed elsewhere, the refusal of an employee to accept recall of five days or less of work will not result in termination of seniority and will not prejudice his/her right, or
- (e) if he/she has not been recalled following a continuous lay-off of twenty-four (24) months.

12.04 Valid Driver's Licence

An Employee whose driver's licence is suspended for any period of time and who requires a valid driver's licence for his or her job, may be assigned to duties not requiring a valid driver's licence, providing the employee is qualified to carry out those duties and there is a vacant position. However, no other employee shall be displaced.

If insufficient work is available, the employee will be subject to lay off until appropriate work is available or until his or her license is reinstated so he or she can return to his or her former position. This recall is subject to Article 11.03.

12.04 Continued

During the layoff, the employee shall be covered by the benefits of the Agreement as provided in Clause 20.02 and there will be no loss in seniority for a period of up to eighteen (18) months notwithstanding Clause 11.03 (e).

The Corporation of the Town of Prescott and CUPE Local 2311-2 recognize the responsibility and legal obligation under the Ontario Human Rights Code.

ARTICLE 13 - PROMOTION AND STAFF CHANGES

13.01 Job Postings

- (a) When a new position is created or when a vacancy occurs within the bargaining unit, the Employer shall immediately notify the Union in writing and send electronic notification to all members of the bargaining unit no later than fifteen (15) calendar days after the vacancy occurred for a minimum of one (1) week so that all members will know about the vacancy or new position. Such notice shall contain the following information: nature of position, qualifications, required knowledge and education, skills, shift wage or salary rate.
- (b) In accordance with Article 12.03, when a vacancy occurs as a result of a promotion or transfer, the vacant position shall be posted no later than fifteen (15) calendar days subsequent to satisfactory completion of the trial period.
- (c) When a new position classification is created within the bargaining unit, the Employer shall meet with the Union to discuss the proposed wage or salary rate. The new rate shall become retroactive to the time the position was first filled by an employee.
- (d) No outside advertising for additional unionized employees shall be made until present employees have had a full opportunity to apply as provided in Article 13.01 (a).

13.02 Role of Seniority in Promotion and Transfers

Both parties recognize:

- (a) the principal of promotion within the service of the Employer, and
- (b) that job opportunities should increase in proportion to length of service. Therefore, in making staff changes, transfers, promotions or filling new positions, appointment shall be made of the applicant having the required qualifications and with the greater seniority.

13.03 Trial Period

The applicant who has been successful in obtaining a promotion or transfer shall be placed on trial for a period of thirty (30) calendar days or for a mutually agreed extension if necessary. Conditional on satisfactory service, the employee shall be declared permanent after the period of thirty (30) calendar days. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, he/she shall be returned to his/her former position, wage or salary rate without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to his/her former position, wage or salary rate without loss of seniority.

ARTICLE 14 - LAY-OFFS AND RECALLS

14.01 Definition of Lay-off

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

14.02 Lay-offs

Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a lay-off, employees shall be laid off in the reverse order of their bargaining unit-wide seniority. An employee about to be laid off may bump any employee with less seniority providing the employee exercising the right is able to perform the work of the less senior employee and is capable of doing so within a two week training period. An employee shall be recalled in order of his/her seniority providing the employee exercising recall rights is able to perform the work.

14.03 Recall Procedure

Employees shall be recalled in the order of their seniority by registered mail to the last known address on file. A written response must be submitted to the Employer within ten (10) calendar days from date of signing the receipt of registered mail. If a response is not received within ten (10) calendar days from date of signing the receipt of registered mail, it shall be deemed the employee does not wish to return to work and therefore forfeits their seniority and recall rights under this agreement.

14.04 No New Employees

New employees shall not be hired until those laid off have been given an opportunity of recall.

14.05 Advance Notice of Lay-off

The Employer shall either notify employees who are to be laid off ten (10) working days prior to the effective date of lay-off or compensate employees for eighty (80) hours pay in lieu of receiving the notice. This clause shall only apply when the lay-off is for a period of four weeks or longer.

14.06 Grievance on Lay-offs and Recalls

Grievances concerning lay-offs and recalls shall be initiated at Step #2 of the Grievance Procedure.

ARTICLE 15 – HOURS OF WORK

15.01 Normal Daily Hours

- (a) The normal working hours shall not commence before 7:00 a.m. or finish later than 4:00 p.m. No eight (8) hour shift shall be spread over a period longer than nine (9) hours with one (1) hour off for lunch.

Except as hereinafter provided, the hours of work shall be:

Monday to Friday 7:00 a.m. to 12:00 noon
 12:30 p.m. to 3:30 p.m.

- (b) Notwithstanding the hours of work as outlined in subsection (a) the Union recognizes that at various periods of time the Employer may have to change the hours of work.

This may include the requirement to shift the workday earlier or later based on operational requirements. The employer will be required to provide forty-eight (48) hours' notice for any scheduled change in the normal daily hours. This change will be a maximum of three (3) hours before or after the regular scheduled shift and is not to be split. Shift Premium as outlined in article 16.08 will be applied to the additional maximum of three (3) hours.

- (c) Arena Ice Season

During the Arena Ice Season, as determined by the Employer, arena attendants shall work a four (4) person, four (4) week, twelve (12) hour shift rotation, consisting of nights and days. The shifts will be twelve (12) hours in length with one (1) half (1/2) hour (thirty (30) minutes) unpaid lunch.

The rotating schedule will result in every other weekend off.

- (d) Arena attendants during the off season shall work the normal daily and weekly hours, 7:00 a.m. to 3:30 p.m.

15.02 Normal or Average Weekly Hours

The normal workweek shall consist of five days from Monday to Friday inclusive for a total of (40) forty hours per week except for the rink/ice season.

15.03 Paid Rest Period

An employee shall be permitted a paid rest period of fifteen (15) minutes in both the first half and the second half of a shift. Rest period times shall be at the discretion of the supervisor.

ARTICLE 16 - OVERTIME

16.01 Overtime Defined

All time worked before and after the regular workday, in excess of the scheduled hours, the workweek, or on a holiday shall be considered overtime.

16.02 Compensation for Work Before and After Daily Scheduled Hours

Employees scheduled to work on a recognized holiday shall be paid at the rate of one and one-half times (1½X) the employee's normal straight time plus another day off with pay or two and one-half times (2½X) without another day off.

Employees called in and not scheduled to work on a recognized holiday shall be paid at the rate of double time and one-half the employees normal straight time for the hours worked (minimum 3 hours) plus the regular pay for the recognized holiday.

When an employee's weekend days fall during Monday to Friday, the first day shall be recognized as Saturday, the second day shall be recognized as Sunday. Overtime for the first day shall be paid at time and one-half (1½X) regular rate of pay. Overtime for the second day shall be paid at one and one-half times (1½X) regular rate plus another day off with pay.

An employee must have at least eight (8) hours of rest between shifts. If the next regularly scheduled shift is less than eight (8) hours from the end of the overtime shift, then the employee will be required to take eight (8) hours of rest before presenting themselves for their shift. The employee will be paid from the beginning of their regularly scheduled shift to the time they arrive and are only expected to work to the end of their regularly scheduled shift.

An employee can only work up to a maximum of thirteen (13) consecutive hours unless authorized by the Director of Operations or delegate. If approved, an employee can work up to an additional three (3) hours of up to a maximum of sixteen (16) consecutive hours. No employee will work more than sixteen (16) consecutive hours without a mandatory eight (8) hours of rest.

16.03 Meal Period During Overtime

An employee required to work more than four (4) hours' overtime shall be allowed one-half hour meal break with pay. An additional meal break will be allowed for each additional four (4) hours of overtime.

16.04 No Lay-off to Compensate for Overtime

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

The Employer shall have the right to direct an employee to take a rest period when an employee has worked an excessive number of hours of overtime. Said rest period shall be without pay.

In lieu of payment for accumulated overtime an employee may choose to accumulate overtime as "in lieu" time to a maximum of eighty (80) hours and may replenish such bank as it is used. The employee may use this "in lieu" time at a time to be mutually agreed upon between the employee and his supervisor. All requests for payment of accumulated "in lieu" time must be received at least two weeks in advance.

16.05 Sharing of Overtime

Overtime shall be shared equally between all employees who are willing and qualified to perform such work.

16.06 Call Back Pay Guarantee

An employee who is called into work outside his regular working hours shall be paid for minimum of three (3) hours at overtime rates whenever there is a break between the employee's regularly scheduled hour and the work the employee is called in to do.

If an employee is called into work one (1) hour or less before his regularly scheduled hours, the employee shall be paid at the overtime rate for one (1) hour, then regular rate for his schedule hours. If the employee is called into work more than one (1) hour before his regularly scheduled hours, the employee shall be paid at the overtime rate for a minimum of three (3) hours in accordance to Article 15.02.

Should the employee complete a call back, has washed up or gone home, and there are additional call backs, the employee shall be paid a minimum of three (3) hours at overtime rates for the subsequent call back, unless it is for the same issue as an earlier call back. In that event the employee shall be paid overtime rates only, for that time worked.

16.07 Standby Pay

Employees will be required to perform standby duty, with the understanding that someone must be on standby seven (7) days a week, twenty-four (24) hours per day, which will be distributed on as equitable a basis as is possible.

Standby duty shall be on a rotating basis based on an established standby list. When additional employee(s) are required to be called in they shall be called starting with the employee on the standby list immediately below the employee actually on standby and moving down the list. For clarity, each new incident of call in shall start with the employee on the standby list who is immediately below the employee who is on standby.

The employee(s) on duty must be able to proceed immediately to the work location so as to arrive within a reasonable time. Payment for the time worked shall be as outlined in the overtime provisions of the Collective Agreement.

From October 1st to April 30th the Public Works on-call person shall be responsible for weather monitoring and checking the snow accumulation on roadways outside of normal working hours in accordance with the minimum maintenance standards as dictated by the Province of Ontario. During this period, the on-call employee shall receive a premium per week as per the table below which shall increase at an amount equal to the annual wage increase contained in this agreement.

On-Call Premium:

2025	2026	2027	2028
\$89.25	\$92.82	\$96.53	\$99.43

The standby rate shall be increased at an amount equal to the annual wage increase contained in this agreement.

Standby Rate:

	2025	2026	2027	2028
Weekday	\$ 63.19	\$ 65.72	\$ 68.35	\$ 70.40
Weekend	\$103.16	\$107.29	\$111.58	\$114.93

The minimum call will apply to each call-out except a call received within one (1) hour of the completion of that previously completed. A call received within the aforementioned one (1) hour period will be considered as part of the previous call and the time paid will be for individual work. Callback will be paid out as per Article 15.06.

16.08 Shift Premium

A shift premium per hour shall be paid to all employees scheduled to work outside of the normal working hours as defined by article 15.01.

For the arena, the twelve (12) hour shifts, the entire 7:00 a.m. to 7:00 p.m. shift will be paid at a regular rate, while the entire 12:00 p.m. to 12:00 a.m. shift will be paid the shift premium.

The shift premium rate shall be increased at an amount equal to the annual wage increase.

Shift Premium per hour:

2025	2026	2027	2028
\$2.25	\$2.34	\$2.43	\$2.50

16.09 Lead Hand Coverage

- a) **Public Works:** In the absence of the Team Lead for a period of one (1) day or longer, an opportunity to act as a Lead Hand will be given. On a yearly basis, those in the skilled labourer position will be asked if they wish to be on the Lead Hand rotation. When an absence occurs, the Lead Hand will be assigned to those that have expressed they wish to act as one, on a rotation basis in the order of seniority. The Lead Hand rate shall be as per the table below:

- b) **Parks and Recreation:** In the absence of the Team Lead and the Recreation 3/Lead Hand, for a period of one (1) day or longer, an opportunity to act as a Lead Hand will be given. On a yearly basis those in the Recreation 2 position will be asked if they wish to be on the Lead Hand rotation. When an absence occurs, the Lead Hand will be assigned to those that have expressed they wish to act as one, on a rotation basis in the order of seniority. The Lead Hand rate shall be as per the table below:

The Lead Hand rate shall be increased at an amount equal to the annual wage increase contained in this agreement.

	2025	2026	2027	2028
Lead Hand	\$2.74	\$2.85	\$2.96	\$3.05

16.10 When the employer designates an employee to be either an Overall Responsible Operator or an Operator in Charge, then the employee shall receive premium per week as per the table below.

	2025	2026	2027	2028
Overall Responsible Operator/ Operator in Charge	\$89.25	\$92.82	\$96.53	\$99.43

The overall Responsible Operator or an Operator in Charge shall increase at an amount equal to the annual wage increase contained in this agreement.

ARTICLE 17 - HOLIDAYS

17.01 **Paid Holidays**

The Employer recognizes the following paid holidays:

- | | |
|-------------------------|---|
| New Year's Day | Labour Day |
| Family Day | National Day for Truth and Reconciliation |
| Good Friday | Thanksgiving Day |
| Easter Monday | Remembrance Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |
| Civic Holiday in August | |

And any other day declared or proclaimed as a holiday by the federal, provincial or municipal government, and the last four hours on the employee's last regularly scheduled day or shift prior to Christmas Day and the last four hours on the employee's last regularly scheduled day or shift prior to New Year's Day or the equivalent hours acceptable to the Employer.

In order to be entitled to payment for a paid holiday employees shall work their full working day immediately preceding the holiday and their full working day immediately following the holiday, unless due to illness or on an approved leave of absence.

Note:

Employees may take either one (1) day before Christmas or one (1) day before New Year's, subject to the Employer's approval.

17.02 **Compensation of Holidays on Saturday or Sunday**

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

17.02 Continued

The benefits outlined in 15.02 are applicable to either the actual holiday or the alternate holiday as described above, at the employee's selection, subject to approval of the employer, prior to the holiday date.

17.03 Pay for Regularly Scheduled Holidays

An employee who is not scheduled to work on the above holidays shall receive holiday pay equal to one (1) day's pay.

ARTICLE 18 - VACATIONS

18.01 Entitlements

Vacation entitlement from January 1st to December 31st shall be as follows:

Less than one year	as per Employment Standards Act
One year or more	ten working days
Three years or more	fifteen working days
Nine years or more	twenty working days
Fifteen years or more	twenty-five working days
Twenty-one years	thirty working days

An employee may carry forward from one calendar year to the next up to ten (10) days of accumulated vacation.

18.02 Compensation for Holidays Falling Within Vacation Schedules

If a paid holiday falls or is observed during an employee's vacation period, he she shall be allowed an additional vacation day with pay at a time mutually agreed to by the employee and the Employer.

18.03 Vacation Pay

Vacation pay shall be paid at the employee's regular weekly rate for each week of vacation entitlement as defined in Clause 16.01. Upon request, at least two weeks prior to going on vacation, an employee shall receive his vacation pay.

18.04 Vacation Schedule

Employees shall submit fifty percent (50%) of their vacation requests via "Absence Notification Form" by April 1 of each year. Vacation schedules shall be posted by the Employer by May 1 of each year and shall not be changed without the consent of the affected employees and based on operational needs. Vacations shall commence immediately following an employee's regularly scheduled days off.

18.05 Unbroken Vacation Period

Where possible, an employee shall receive an unbroken period of vacation.

18.06 Bereavement During Vacation

When an employee qualifies for bereavement leave during the period while he/she are on vacation, he/she shall not suffer any loss of vacation period. The vacation period displaced by bereavement leave shall be added on to the end of the employee's vacation period, if possible. If not, then the time so displaced shall be scheduled at a later date.

ARTICLE 19 - SICK LEAVE PROVISIONS

19.01 Sick Leave Defined

Sick leave means the period of time an employee is absent from work with full pay by virtue of being sick or disabled.

19.02 Amount of Paid Sick Leave

Sick leave shall be earned at the rate of one and one-quarter (1¼) days for every month an employee is employed up to a maximum of one hundred and sixty (160) days' credit. Each member of the bargaining unit shall be entitled to receive on the first day of each month a credit of one and one quarter day sick leave for each month of service with the Employer up to a maximum of one hundred and sixty (160) days.

19.03 Proof of Illness

A doctor's medical certificate satisfactory to the Employer will be required for any absence due to illness or injury in excess of three (3) consecutive working days, or as required at the discretion of the Employer, certifying that the employee has an illness or injury which prevents him/her from performing the essential duties of the job, that the employee is following a recommended treatment plan, and the expected return to work date.

When the Employer is not satisfied with the information provided or if there appears to be a trend in an employee's use of sick leave benefits, the Employer may require the employee to submit to an independent medical examination paid by the Employer. The Employer will be responsible for identifying and obtaining the services of a medical practitioner to conduct the independent medical examination.

When an employee is required to produce a doctor's medical certificate confirming that he/she is able to return to work, the Employer shall pay the cost of the doctor's medical certificate.

19.04 Sick Leave Records

The Employer shall regularly advise each employee in writing of the amount of sick leave accrued to his/her credit. The Employee shall have thirty (30) calendar days to identify any discrepancies and advise payroll staff.

19.05 Long Term Disability

- (a) The Employer agrees that it will contribute for regular employees one hundred percent (100%) of the cost of the employees' Long Term Disability Plan, which provides for sixty-six sixty-seven percent (66.67%) of basic wages to a maximum monthly benefit of four thousand, nine hundred dollars (\$4,900.00).
- (b) Eligible employees are required to go on Long Term Disability immediately upon expiration of sick leave credits or the one hundred and twenty (120) calendar days waiting period whichever is later. Employees on Long Term Disability will receive benefits for a maximum of two (2) years. After that time the Employer will review each situation on an individual basis.
- (c) The employees agree that any payments received from the Plan will be assigned to the Employer as long as the employee is receiving wages under the Employer's Sick Leave Plan.
- (d) In order for an employee to exhaust the one hundred and twenty (120) calendar day waiting period, the employee shall utilize:
 - 1. all sick time accumulated,
 - 2. vacation allotment;
 - 3. any overtime or lieu time accumulated

and if the employee is still short of the one hundred and twenty (120) calendar day waiting period, the employee can apply for Employment Insurance Sick Leave Benefits.

ARTICLE 20 - LEAVE OF ABSENCE

20.01 Paid Bereavement Leave

- (a) An employee shall be granted five (5) regularly scheduled and consecutive work days leave without loss of pay or benefits in the case of the death of a parent, spouse, brother, sister or child.

- 20.01 (b) An employee shall be granted four (4) regularly scheduled and consecutive workdays leave without loss of pay or benefits in the case of the death of a grandparent, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, or daughter-in-law.
- c) An employee shall be granted three (3) regularly scheduled and consecutive work days leave without loss of pay or benefits in the case of the death of an aunt, uncle, grandparent-in-law, niece or nephew.
- (d) When the burial occurs outside the area, such leave shall also include reasonable travelling time not to exceed seven days. Such travelling time is to be without pay.
- (e) An employee who serves as a pallbearer will be entitled to mutually agreed time off with pay if it is a scheduled workday.
- (f) Bereavement leave shall extend to five (5) consecutive working days, subject to the provision that the Employer may, at its discretion, allow additional absence where it deems such additional absence to be justified. The employee shall be paid his regular rate of pay during a bereavement leave.
- (f) Employees may be allowed to defer one (1) day of the above bereavement leave for future use for the actual interment or a memorial service.

20.02 Paid Jury or Court Witness Duty Leave

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

20.03 Leave for Court Appearance

In the event that an employee is accused of an offence which requires a court appearance, he/she shall be entitled to leave of absence without loss of seniority for the appearance and without pay.

20.04 General Leave

An employee shall be entitled to leave of absence without pay for a period not exceeding one (1) year, or longer if mutually agreed, if he/she requests such leave for good and sufficient cause.

20.04 Continued

Such request shall be in writing and shall set out the reasons for the request and be submitted for consideration to the Employer as far in advance as possible. Approval shall be based on the operational needs of the Employer, but may not be unreasonably withheld. Leave shall not be granted for purposes of working elsewhere. Leave in excess of twenty working days shall be without benefits. Seniority rights shall be retained for leaves of absences of six (6) months or less. The Employer shall pay for benefits for a period of up to six (6) months for Employees taking a general leave for compassionate reasons.

20.05 Union Leave

Upon receiving a written request one week in advance, the Employer may grant leave of absence with pay and without loss of seniority for any employee to attend union functions or to conduct Union business provided the workload permits. Approval shall not be withheld without just cause. The Employer shall pay the employee's wages and benefits, invoice the Union and the Union shall provide full reimbursement to the Employer. The maximum number of Union leave days is limited to ten (10) days per person to a maximum of twenty-five (25) days for the entire Bargaining Unit per year.

20.06 Maternity/Paternity Leave

An employee is entitled to maternity and/or paternity leave as legislated.

20.07 Personal Leave

An employee shall be entitled to two (2) personal leave days per calendar year without loss of pay or benefits at a time that is mutually agreed upon between the employee and their supervisor. This shall not accumulate from year to year.

20.08 Illness of Family Members

Employees shall be allowed to utilize up to five (5) days per annum of accumulated sick leave credits for the purpose of providing care for his or her spouse, child who is ill, including step-child of a registered common-law spouse, parents, step-parents and parents-in-law, grand-children, legal guardian or a person for whom the employee is the primary caregiver. Use of this provision shall not be considered part of the employee's personal sick attendance record.

20.09 Self Isolation Leave

If an employee is required to self-isolate on the direction of the Employer, Public Health and or a treating physician, the employee shall be paid for all scheduled hours during such period. This period of self-isolation will be counted against short term sick leave but will not be used for attendance management provisions.

ARTICLE 21 - PAYMENT OF WAGES AND ALLOWANCES

21.01 Payments

The Employer shall pay wages bi-weekly in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each pay day each employee shall be provided with an itemized statement of his/her wages, overtime and other supplementary pay and deductions.

21.02 Retroactivity

Retroactivity shall be paid on all hours worked plus statutory holidays from January 1, 2025.

ARTICLE 22 - EMPLOYEE BENEFIT PLAN

22.01 Benefit Plans

The benefit plan provided for in this Agreement shall be the existing plans provided for by the Corporation of the Town of Prescott.

New employees, before being enrolled, may be required to provide to the Employer a certificate from a medical practitioner indicating that they meet the requirements of the existing benefit plan.

The Plan includes but is not limited to the following:

Vision – five hundred dollars (\$500.00) every two (2) years for glasses, contact lenses and laser eye surgery and up to one eye exam every two (2) years (in both cases amounts available for dependent children up to the age of 18 years every year).

Paramedical Services (per year) –

- psychologists or social workers	\$1,000
- massage therapists	\$1,500
- speech therapists	\$ 500
- physiotherapists	\$2,500
- naturopaths	\$ 500
- acupuncturists	\$ 500
- dieticians	\$ 500
- osteopaths or osteopathic practitioners	\$ 500
- chiropractors	\$2,000
- podiatrists or chiropodists	\$1,000

Dental - current ODA rates with one hundred percent (100%) unlimited basic and dental accident coverage, fifty percent (50%) unlimited major coverage and fifty percent (50%) orthodontic coverage to a lifetime maximum of three thousand, five hundred dollars (\$3,500.00) per dependent child.

22.01 Continued

Hospital Care - semi-private.

Prescriptions - one hundred percent (100%) coverage with mail-in plan.

Life Insurance - twice (2X) yearly salary.

Long Term Disability - four thousand, nine hundred dollars (\$4,900.00) maximum per month.

Employee Assistance Program.

Home Nursing Care to a maximum of ten thousand dollars (\$10,000) per year per condition.

Death, Dismemberment and Specific Loss Benefits.

Benefit booklets will be provided to employees enrolled in the plans outlining specifics of the coverage included in them.

Early Retirement Benefits

The Employer agrees to ensure early retirees have guaranteed access to a benefit plan with their benefit carrier to age sixty-five (65). Premiums for said plan to be paid by the retiree.

22.02 Continuation of Benefits on Lay-off

The Employer agrees to pay the full coverage for all employee benefit plans for employees laid off for as long as such employees retain seniority rights to a maximum of one month per completed year of service up to a maximum of thirteen weeks.

22.03 Change of Carrier

It is understood that the Employer may at any time substitute another carrier for any plan provided that the benefits conferred are not in total decreased. Before making such a substitution the Employer shall notify the Union to explain the proposed change and to ascertain the views of the employees. Upon a request by the Union, the Employer shall provide to the Union full specifications of the benefit plan contracted for and in effect for employees covered herein.

ARTICLE 23 - HEALTH AND SAFETY

23.01 Union-Employer Health and Safety Committee

A Health and Safety Committee shall be established which is composed of an equal number of Union and Employer representatives, but with a minimum of two Union and two Employer members. The Health and Safety Committee shall hold meetings as requested by the Union or by the Employer for jointly considering, monitoring, inspecting, investigating and reviewing health and safety conditions and practices. Minutes shall be taken of all meetings and copies shall be sent to the Employer and Union.

23.02 Boot and Clothing Allowance

The employer will provide the equipment, materials and protective devices as required for the protection of the worker.

The employee will use, wear, and maintain the equipment, protective devices, or clothing that the worker's employer requires to be used or worn.

Boots

The Employee agrees to wear standard footwear acceptable to the Employer at all times.

Jackets

The Employer will purchase and supply a work jacket to each bargaining unit employee in the Operations Department once per year. Reflective jacket (meeting appropriate Ont. Reg.).

Safety Clothing/Supplies

With an annual allotment of one thousand, two hundred dollars (\$1,200.00) per employee per year from a vendor of the employers choosing for reflective safety shirts, pants and appropriately Classed (see APPENDIX "B") CSA approved safety work boots.

Where an article of safety clothing is damaged, it shall be presented to the Employer for replacement and will not count towards the yearly allotment.

Hardhats

Will be replaced as needed at the discretion of the department manager or after five (5) years from first use.

23.02 Continued

Prescription Safety Glasses

Must have pre-approval before purchasing prescription safety glasses with a copy of the prescription given to the Employer. The Employer will pay a maximum of four hundred and fifty dollars (\$450.00) every two (2) years for prescription safety glasses.

Prescription safety glasses must meet the standards published by CSA International CAN/CSA- 294.3-00:

Frames: There must be an ANSI (American National Standards Institute) mark on the frame of the glasses to make sure the frames are compliant. CSA recognizes this standard and does not publish a different one itself.

Lenses: The manufacturer's logo must appear on the lenses themselves. That manufacturer's mark sketched into the lenses, is the only reliable indicator that the lenses meet the CSA standard for safety eyewear.

Side Shields: Safety eyewear must have side shields. The side shields must be integral to the frame and permanently mounted.

See APPENDIX "B" for the appropriate colored CSA approved safety work boot symbol chart.

ARTICLE 24 WORKPLACE SAFETY AND INSURANCE

- 24.01 An employee prevented from performing his/her regular work with the Employer on account of an occupational accident that is covered by the *Workplace Safety and Insurance Act, 1997* shall continue to receive from the Employer his/her wages at a rate equivalent to the net amount paid by the Workplace Safety and Insurance Board (WSIB). All subsequent payments from the Workplace Safety and Insurance Board shall be directed to the Employer once received.

ARTICLE 25 - GENERAL CONDITIONS

- 25.01 Accommodation

Accommodation shall be provided for employees to have their meals and store and change their clothes.

25.02 Bulletin Boards

The Employer shall provide two bulletin boards which shall be placed so that all employees will have access to them 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.

25.03 Allowance for Tools

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

25.04 Driver's Licence

The Employer shall cover the cost for air brake testing when required by the Ministry of Transportation.

25.05 Car Allowance

Any employee asked to use his/her own vehicle to perform work duties for the Employer shall be reimbursed at a rate to the Canada Revenue Agency (CRA) for Ontario.

25.06 Labour Management Committee

A Labour Management Committee shall be established consisting of representatives of the Union and representatives of the Employer. The Committee shall enjoy the full support of both Parties in the interests of improved service to the public.

25.07 Inclement Weather

Whenever ordinary work cannot reasonably be continued during working hours by reason of inclement weather, the Employer shall either provide indoor work for outside crews, or allow them to stand by with no loss of pay.

25.08 Transfer to Lower Rated Job

When an employee is assigned in accordance with the terms of this Collective Agreement to a position paying a lower rate, his rate shall not be reduced.

25.09 Relieve in Higher Classification

When an employee is required to relieve in a higher classification he shall be paid the rate of pay in that classification. In the absence of the Director(s) for a period of one (1) week or longer, the senior employee shall be given the opportunity to act as a Lead Hand during his absence.

25.10 Certificates or Licences

The Employer shall pay the cost of certification required and/or any annual cost of renewal of certificates or licences pertinent to the Town of Prescott.

25.11 Time off for Elections

An employee who is working on an election day, and whose work schedule ends at, or continues beyond the closing of the polls, shall be allowed four (4) consecutive hours off with pay before the closing of the polls in any federal, provincial, or municipal election or referendum.

25.12 Continuation of Acquired Rights

All provisions of this agreement are subject to applicable laws now or hereafter in effect. If any law now or existing hereafter enacted, or proclamation or regulation shall invalidate or disallow any portion of this agreement, the entire agreement shall not be invalidated and the existing rights, privileges and obligations of the parties shall remain in existence. In such an event this agreement shall be re-opened for negotiation. If there is not agreement between the parties on this issue, the matter shall be resolved by arbitration.

25.13 Copies of Resolutions Policies Passed by Council

Copies of all motions, resolutions, minutes, policies and by-laws or rules and regulations adopted by the Council which affect the members of this Union can be accessed on the Employer's website. Any additional documentation can be provided as requested.

25.14 Access to Personnel File

An employee shall have the right during normal business hours of the administration office to have access to have a copy of and review his/her personnel file. The employee is entitled to receive a copy of the file if requested.

25.15 Reimbursement of Expenses

Reimbursement of all approved expenses (including but not limited to medical, travel accommodations, clothing, etc.) shall be paid within fourteen (14) calendar days of the employee submitting the claim.

ARTICLE 26 - PRESENT CONDITIONS AND BENEFITS

26.01 All rights, benefits, privileges, practices and working conditions which employees now enjoy, receive or possess shall continue in so far as they are consistent with this Agreement, unless modified by mutual agreement between the Employer and the Union.

ARTICLE 27 - TERM OF THE AGREEMENT

27.01 Duration

This Agreement shall be binding and remain in effect from January 1, 2025 to December 31, 2028 and shall continue from year to year thereafter unless either party gives to the other party notice in writing between the period of thirty (30) and ninety (90) days prior to the termination of this Agreement.

27.02 Changes in the Agreement

Either party desiring to propose changes to this Agreement shall, between the period of thirty (30) and ninety (90) days prior to the termination date, give notice to the other party in writing that they seek to amend the Collective Agreement. Within thirty days of receipt of such notice by one party, the other party is required to enter into negotiations for a new Agreement.

27.03 Agreement to Continue in Force

When such notice requests revisions only, the following conditions shall apply:

- (a) Where notice to amend the Agreement is given, the provisions of this Agreement shall continue in force until a new agreement is signed, or the right to strike occurs, whichever occurs first.
- (b) If negotiations extend beyond the termination of the Agreement, any revision in terms mutually agreed upon shall apply retroactively to that date, unless otherwise specified.

27.04 Strikes and Lockouts

Both parties agree that there will be no strike or lockouts during the term of this Agreement.

ARTICLE 28 - EMPLOYEE CATEGORIES

28.01 Temporary Employees

Temporary employees are persons hired for periods not exceeding nine (9) consecutive months. Such persons shall not accumulate service credit unless they become regular employees.

Temporary employees who become regular employees, after serving a probation period of three (3) months will be given credit for service covering both temporary and probationary status provided such service is continuous. The Employer may request an extension of up to three (3) months for the probationary period, where required to establish the suitability of an employee.

28.02 Probationary Employees

Probationary employees are persons hired on trial to determine their suitability for continuing employment in regular positions. The probationary period will be three (3) months, during which time the employee shall not accumulate service credit, unless they become regular employees. The Employer may request an extension of up to three (3) months for the probationary period, where required to establish the suitability of an employee. If probationary employees become regular employees, they shall receive credit for their period of probation for service credit. Probationary employees shall not have recourse to the grievance procedure.

28.03 Regular Employees

Regular employees are persons who have satisfactorily served the probation period.

28.04 Part-Time Employees

Part-time employees are persons hired for periods not exceeding seven hundred (700) hours per year. Such persons shall not accumulate service credit unless they become regular employees. Where part-time employees work more than seven hundred (700) hours per year for two (2) consecutive calendar years, at the start of the third (3rd) calendar year, they shall be entitled to a twelve percent (12%) premium payment in lieu of benefits (excluding vacation payment in accordance with the Employment Standards Act) and become eligible to be enrolled in the OMERS pension plan.

SCHEDULE "A" – WAGE RATES

Department / Classification	2025-5%	2026-4%	2027-4%	2028-3%
OPERATIONS				
Operations Team Lead	43.60	45.34	47.15	48.57
PUBLIC WORKS				
Labourer 1	27.75	28.86	30.02	30.92
Labourer 1 DZ	29.06	30.23	31.44	32.38
Labourer 2	29.99	31.19	32.44	33.41
Labourer 3 / Lead Hand	32.06	33.34	34.67	35.71
PARKS & RECREATION				
Recreation 1	27.75	28.86	30.02	30.92
Recreation 2	29.99	31.19	32.44	33.41
Recreation 3 / Lead Hand	32.06	33.34	34.67	35.71
WATER/WASTEWATER				
Operator in Training	27.75	28.86	30.02	30.92
Wastewater 1	29.99	31.19	32.44	33.41
Wastewater 2 / Water 1	32.06	33.34	34.67	35.71
OTHER				
Custodian	24.29	25.26	26.27	27.06

Labourer 2 Qualifications**Training**

- Snow School Course
- Ontario Traffic Manual Book 7 Training
- T.J. Mahony Road School – Maintenance Section (or equivalent Training as approved by the Director of Operations)

Labourer 3 / Lead Hand Qualifications

- Associate Road Supervisor through the Association of Ontario Road Supervisors
 - T.J. Mahony Road School – Maintenance Section
 - T.J. Mahony Road School – Construction Section

Custodian = ISSA (Certified Custodial Technician Basic), wage would increase by one dollar (\$1.00).

Employees on probation shall receive ninety percent (90%) of the job rate.

All individuals being compensated for a position they are not currently holding shall be 'red-circled' (wages frozen) until the employee is eligible for further base pay increases until the pay rate for the position in which they hold surpasses the employee's current pay rate.

APPENDIX – “A”

RECREATION:

Recreation II Full-Time Permanent Regular Employee

A full-time permanent position of Recreation II designation shall meet the following requirements:

The employee shall:

1. Have obtained their Certified Ice Technicians Diploma which shall consist of the following courses obtained through the Ontario Recreation Facilities Association training schools, or equivalent school as determined by the Employer.
 1. Basic Refrigeration Level I
 2. Ice Making and Painting Technologies
 3. Ice Maintenance and Equipment Operation
2. Have obtained certification in Pool and Spa Chemistry – Level 1, through Lowry’s School of Pool and Spa Chemistry, or equivalent school as determined by the Employer.

A permanent regular full-time employee meeting the above criteria shall be deemed to be at a Recreation II classification and paid accordingly, as per Schedule “A” – Wage Rates.

Permanent regular full-time employees not meeting the above criteria shall be deemed to be at a Recreation I classification and paid accordingly, as per Schedule “A” – Wage Rates.

PUBLIC WORKS:

Labourer is an individual hired to perform general labour duties of the department as assigned.

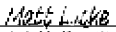
Skilled Labourer is an individual whose specific skills, such as welder or mechanic, have been recognized by the Employer as above those required by a Labourer and whose skills are required by the Employer.

Water and Wastewater workers shall progress from “Operator in Training” to “Class 1” to “Class 2” in accordance with Provincial training regulations, the training of which is at the discretion of the Employer.


Signed, sealed, and delivered at the Town of Prescott in the County of Grenville in the Province of Ontario this 12th day of March, 2025.


FOR THE EMPLOYER:


Matthew Armstrong (Mar 12, 2025 10:41 EDT)


Matt Link (Mar 12, 2025 11:01 EDT)

FOR THE UNION:


Andrew Wilson (Mar 12, 2025 13:32)










[Signature]


Scott Sabin (Mar 12, 2025 17:56 EDT)


[Signature]

APPENDIX – “B”

APPENDIX – “B”

Symbol	Description	Grading	Applicable For
	Green Triangle	Grade 1 sole and toe protection	Heavy Industry e.g. construction sites. Toe impact protection up to 125 joules
	Yellow Triangle	Grade 2 Sole and toe protection	Light Industry. Toe impact protection up to 90 joules
	White with orange omega symbol (Greek, Yellow background	Soles provide electrical shock resistance	Industry with accidental exposure to live electrical conductivity
	with green SD letters	Soles dissipate electrostatic charge in controlled manner i.e. anti-static protection	Industry where static discharge can be hazardous
	Red background, black C letter and grounding symbol	Soles are electrically conductive	Environments where low electrical charges may present a hazard
	White background with green fir tree	Protection from chainsaws	Forestry workers using hand-held chainsaws or other cutting equipment
	White square	Grade 1 toe protection only (up to 125 joules)	Industrial work not requiring sole puncture protection
	Black background	Grade 2 toe protection (up to 90 joules)	Non-industrial work not requiring sole puncture protection

LETTER OF UNDERSTANDING - RE: NEW ARENA COMPLEX

BETWEEN

THE TOWN OF PRESCOTT

AND

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 2311**

Whereas a new arena complex is planned to be built within two (2) years of signing this letter.

Whereas the usage of the arena is anticipated to be high and be in operation for a larger portion of the year than the former arena was.

Whereas both Parties recognize that current scheduling and staffing requirements outlined in this collective agreement may not meet the needs of the new arena complex.

Whereas both Parties desire the operation of the arena complex to reach its maximum potential for the use and enjoyment of the community.

Therefore, the Parties agree:

1. A joint committee of two (2) Employer members and two (2) Local 2311 members shall be formed to study the staffing needs of the new arena complex and will be called "The Joint Arena Staffing Committee". (JASC)
2. Both Parties shall choose their members and inform the other party of their nominees within 30 days of ratification.
3. Both Parties shall nominate a co-chair from their two (2) members. The co-chairs shall take turns chairing meetings.
4. The JASC shall have the mandate to develop recommendations in regard to staffing and scheduling. This will include but not be limited to numbers of staff, hours of work and rotation/scheduling of shifts.
5. The JASC shall start to meet six (6) months prior to the anticipated opening of the arena complex and shall meet as often as required.
6. Either Party may request a meeting of the JASC by requesting such in writing and such meeting shall take place within five (5) working days.

7. Any changes to collective agreement language shall be written in a letter of understanding. All such letters shall be voted on by the arena Local 2311 members and will require a majority vote.
8. The JASC shall meet quarterly following the opening of the facility until the end of the collective agreement to analysis how the letter(s) of understanding are meeting the needs of the operation and the members.
9. The letter(s) of understanding shall be forwarded to the bargaining committee for consideration during the next round of bargaining.

Signed, sealed, and delivered at the Town of Prescott in the County of Grenville in the Province of Ontario this 12th day of March, 2015.

FOR THE EMPLOYER:

2518

FOR THE UNION:

2518

2518

Tracy
