

COLLECTIVE AGREEMENT

BETWEEN

THE TOWNSHIP OF HORNEPAYNE

(hereinafter referred to as the "Employer")
of the first part



-AND-

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND IT'S LOCAL 3-05**

(hereinafter referred to as the "Union")
of the second part

CUPE·SCFP / Canadian Union of Public Employees
Syndicat canadien de la fonction publique

TERM OF AGREEMENT: January 1, 2025 to December 31, 2028

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ARTICLE 1 - PURPOSE

- 1.01 The purpose of the agreement is to set forth the rates of pay, the hours of work and other matters which have been agreed upon, including procedures in the event of complaints or grievances.

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.01 The Union recognizes and accepts that it is the exclusive right and function of the Corporation to administer and manage any and all of the affairs of the Corporation of the Township of Hornepayne without reservation, except as specifically limited by this agreement.

ARTICLE 3 - RECOGNITION

- 3.01 The Corporation recognizes the Union as the sole and exclusive collective bargaining agent for all employees of the Corporation save and except: the CAO, the Clerk, the Client Services Manager/Treasurer and the Public Works Manager.
- 3.02 The Union recognizes that nothing in this collective agreement is intended to apply to the supervisory personnel listed in 3.01 or to any Corporation employees filling those supervisory positions or any newly created supervisory positions, in the future.

ARTICLE 4 - NO DISCRIMINATION

- 4.01 There shall be no discrimination by either party to this agreement, or by any officers, officials, elected members or employees of either party, or restraint or coercion against employees because of membership in the Union or non-membership before becoming a member of the Union, authorized Union activity under this agreement, age, race, colour, religious affiliation, sex, sexual orientation, marital status, place of residence, or national origin.

ARTICLE 5 - UNION SECURITY

5.01 Union Membership Requirement

All employees of the Corporation, as a condition of continued employment, shall become and remain members in good standing of the Union according to the Constitution and By-laws of the Union. All new employees shall, as a condition of continued employment, become and remain members in good standing in the

Union within thirty (30) days following successful completion of the probationary period as set out in Article 11.01.

5.02 Union Dues Requirement

Beginning the first month of employment, the Corporation shall deduct regular dues each pay period from all employees. The Secretary of the Union shall certify the amount of such dues in writing. Regular monthly Union dues shall mean such dues as are levied on all members of the Union in accordance with its Constitution and By-Laws, or a special levy if passed by the National Union Convention of the Canadian Union of Public Employees, but shall not include any other special assessment or levy.

5.03 Remittance of Dues and Lists

The total monthly dues deducted shall be remitted to the Union not later than the fifteenth (15th) day of each month following the month in which the deduction is made to the Secretary-Treasurer of the Local Union, accompanied by a list of employees from whom the deduction was made.

5.04 Union Dues T4 Slips

The employer shall report the annual union dues paid by each employee on the employee's individual T-4 slip.

ARTICLE 6 - NEW EMPLOYEES

6.01 Informing New Employees About Union Security

The Corporation shall inform new employees of the Collective Agreement. It shall be the responsibility of the Union Steward to provide them with a copy of such agreement.

6.02 Introduction to the Steward

- (a) The Employer agrees to acquaint potential employees with the fact that a Union Agreement is in effect and with the conditions of employment set out in the Articles dealing with Union membership and Dues Check-Off.
- (b) It is mutually agreed that a Union representative shall be given the opportunity for meeting each new employee, during their orientation, for a period of fifteen (15) minutes for the purpose of informing such employee of the existence of the Union and presenting such employee with a copy of the Collective Agreement.

ARTICLE 7 - CORRESPONDENCE

7.01 All correspondence between the parties arising out of this agreement or incidental there to shall pass to and from the Township CAO on behalf of the Corporation, and the Union Secretary, Staff Representative and Group Vice-President on behalf of the Union, unless this agreement elsewhere requires the sending of such communications from or to another named official.

ARTICLE 8 - UNION STEWARDS, COMMITTEES AND AUTHORIZED LEAVE

8.01 (a) Recognized Stewards

The Corporation shall recognize a maximum of two (2) stewards coming within the scope of this agreement providing the provisions of Article 8.02 have been met. The functions of stewards are set out in Article 9.00, Grievance Procedure.

(b) Negotiating Committee

The Corporation shall recognize a negotiating committee of three (3) employees coming within the scope of this agreement providing the provisions of Article 8.02 have been met. The function of the negotiating committee shall be to negotiate in accordance with Article 24, Duration of Agreement.

(c) Grievance Committee

The Corporation shall recognize a Grievance Committee of two (2) employees coming within the scope of this agreement providing the provisions of Article 8.02 have been met.

(d) Labour-Management Committee

The Corporation shall recognize a Labour-Management Committee of two (2) employees coming within the scope of this agreement providing the provisions of Article 8.02 have been met. The function of the Labour-Management Committee shall be in accordance with Article 8.03, Labour-Management Committee meetings.

(e) Assistance of Canadian Union of Public Employees

The employees shall have the right, at any time, to have the assistance of representatives of the Canadian Union of Public Employees.

(f) Time Off for Meeting

Any representative (Steward or Group Vice-President) of the Union who is in the employ of the Corporation, shall have the right to attend meetings held with the Corporation within working hours without loss of remuneration. Meetings with the Corporation held outside of normal working hours shall be paid at the employees' applicable rate.

8.02 Notification

The Union shall notify the Corporation of the names and office held by officials set out under Article 8.01 above. The Corporation shall notify the Union in writing of the names and office held by the officials who will represent the Corporation on the Committees set out in Article 8.01 above.

8.03 Labour-Management Committee Meeting

When either party desires a meeting to discuss matters arising out of this agreement other than grievances, then a written request for such meeting shall be sent to the other party outlining the matters which the originating party wishes to discuss. A meeting of the Labour-Management Committee shall be held within five (5) working days [Monday to Friday as set out in 9.02] of the receipt of the request or as otherwise mutually agreed. Meetings of the Labour-Management Committee shall not be used to by-pass the mandatory provisions of Article 9, Grievance Procedure, or Article 24, Duration of Agreement.

8.04 Permission Required to Conduct Union Business During Working Hours

Officials of the Union as set out in Article 8.01, have regular duties to perform on behalf of the Corporation. The privilege of such Union officials to leave their work is granted subject to the following conditions:

- (a) such business must be between the Union and the Corporation. Employees having complaints or grievances concerning matters other than their suspension or discharge, shall not discuss these with the Union officials during working hours;
- (b) time shall be devoted to the prompt handling of such Union business;
- (c) the official concerned shall obtain the permission of the immediate supervisor (which permission shall not be withheld unreasonably) prior to leaving the official's work area;
- (d) upon return from Union business, the officials shall again notify the immediate supervisor, so that the time away from work may be recorded;

and

- (e) The Corporation reserves the right to limit such time, if it deems the time taken to be excessive; but such limitation may be grieved by the Union commencing at Step I of the Grievance Procedure.

ARTICLE 9 - GRIEVANCE PROCEDURE

9.01 Definition of a Grievance

Within the terms of this Agreement, a Grievance shall be defined as a difference of opinion between the Parties as to the interpretation, application, administration, or alleged violation of this agreement, including a question as to whether a matter is arbitrable. A difference of opinion on a matter not covered under this Collective Agreement, shall not be eligible for the Grievance Procedure as set out in this Article 9, but shall be referred to the Labour-Management Committee (Article 8.03) of this Collective Agreement.

9.02 Definition of a Working Day

Within this Article 9, Grievance Procedure, and in Article 10, Discharge and Discipline Cases, a "working day" shall be defined as a day other than Saturday, Sunday or a holiday recognized under this agreement.

9.03 Time Limits

The time limits relative to Grievance and Arbitration Procedure under Articles 9 and 10, are mandatory and not simply directory, unless otherwise agreed to in writing between the Parties. It is agreed between the parties, that failure to process a complaint or grievance or arbitration within the specified time limits shall be an absolute bar to further proceedings and in such cases, the grievance shall be forfeited and deemed to have been abandoned.

9.04 Grievance Procedure Steps

- (a) An employee who has a complaint will meet with her/his Manager to discuss the complaint. The employee may have Union representation at this meeting. The Employer shall reply in writing within 5 business days.

If the matter is not resolved the Union shall file a grievance at Step 1 within 10 business days of receipt of the Manager's reply.

- (b) It is the mutual desire of the parties that complaints of employees be adjudicated as promptly as possible therefore grievances shall be dealt with in the following manner:

Step 1

The aggrieved employee(s) shall first submit the signed grievance in writing to the Township CAO or designate within ten (10) working days of the employee becoming aware of the violation. A meeting shall be held within five (5) working days or a mutually agreed time, of receipt by the Township CAO to discuss the grievance. Those in attendance for the Corporation shall be: the Township CAO or designate and the appropriate manager or designate. Those in attendance for the grievor(s) shall be: the Steward, the Group Vice-President and/or the National Union representative. The Township shall reply to the grievance, in writing, to the grievor(s), with a copy to the Group Vice-President, within ten (10) working days, or a mutually agreed time, of such meeting.

Step II

Failing a satisfactory settlement being reached in Step I above, the Union may refer the dispute to arbitration within thirty (30) days of reply from the Township. Referral to arbitration shall be either as set out herein as Article 9.04 (c), Steps 1 to 5, or either Party may request appointment of an Arbitrator through the processes set out in the Ontario *Labour Relations Act, 1995*, as amended.

(c) Arbitration

1. The Union shall include with its referral to arbitration three (3) proposals for a sole arbitrator for the Employer's consideration. If the Employer agrees with one (1) of those three (3) proposals, it will communicate its selection for arbitrator to the Union. If the Employer disagrees with the three (3) arbitrators proposed, it will instead communicate three (3) proposals to the Union, who will then in turn either agree to one (1) or propose an alternative three (3) arbitrators. Within ten (10) working days after the notification from the Union, the Parties shall agree to the appointment of a Sole Arbitrator.
2. Each party shall pay one half (½) of the fees and expenses of the arbitrator and any associated costs, including the Arbitrator's expenses and disbursements as well as any required hearing room.
3. This collective agreement may only be altered, modified or amended by the parties to it, and no Arbitrator or Arbitration Board shall have the right to alter, modify, amend, add to or delete from any part of this agreement or to

make any decision inconsistent with the provisions hereof.

4. The decision of the Arbitrator shall be final and binding.
5. The Employer and the Union agree that by mutual written agreement of the parties, a Board of Arbitration may be substituted for a Sole Arbitrator. The appointment and jurisdiction of the Board of Arbitration shall conform to the provisions of this Article. Each party shall bear the fees and expenses of the nominee appointed by it, and the parties shall each bear one half (½) of the expense and fees of the Chair.

9.05 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, such grievance shall be filed at Step I.

9.06 Union May Institute Grievances

The Union and its Representatives shall have the right to originate a grievance on behalf of an employee, or group of employees and to seek adjustment with the Corporation in the manner provided in the Grievance Procedure. Such a grievance shall commence at Step I.

9.07 Mediation

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

ARTICLE 10 - DISCHARGE AND DISCIPLINE CASES

10.01 Notification of Discharge or Discipline

The Corporation shall notify an employee who has been discharged or disciplined in writing, with copies to the Union Recording Secretary, Staff Representative and Group Vice-President, setting out the reason for such action.

10.02 Special Discharge and Discipline Procedure

A claim of unjust discipline or discharge of a seniority employee shall be treated as a grievance provided that the written grievance is lodged by the affected employee, that such written grievance commences at Step I of the Grievance Procedure, and

that the lodging of the grievance with the CAO is carried out within five (5) working days after the discipline or discharge.

A probationary employee, as set out in Article 11.01, shall not have the right to grieve a discharge nor shall the Union grieve on such employee's behalf.

ARTICLE 11 - PROBATIONARY EMPLOYEES AND SENIORITY

11.01 Probationary Employees, Attaining Seniority, Ineligibility for Certain Grievances

- (a) Newly hired employees shall be on probation during the first ninety (90) working days of employment. Employees shall not be entitled to the use of seniority until successful completion of the probationary period.
- (b) Upon successfully completing the appropriate probationary period set out in Article 11.01 (a) above, a Probationary employee shall then become a Seniority employee and shall be placed on the Seniority List as of the date of hire.
- (c) Seniority is defined as the length of service in the bargaining unit, and shall govern all promotions inside the bargaining unit, transfers, demotions, lay-offs, and recalls within the bargaining unit provided the employee with the longest service has the qualifications to fill the position.

11.02 Seniority List

The Corporation shall prepare and post a seniority list by the end of January of each year and post it on the bulletin board in the office and in the lunchroom. A copy shall be provided for the Union.

11.03 Loss of Seniority

Seniority shall cease and employment shall terminate for any of the following reasons:

- (a) if the employee resigns;
- (b) if an employee is discharged and such discharge is not subsequently reversed through the Grievance or Arbitration procedure;
- (c) if an employee is absent without leave without a justifiable reason;
- (d) an employee shall have ten (10) days to respond to a recall notice. Seniority shall cease and employment shall terminate if a laid off employee fails to return to work within five (5) working days following the date

established as a return to work date to a position for which he/she is qualified, unless arrangements are made otherwise between the employee and the Employer.

- (e) if any employee overstays a leave of absence without a justifiable reason;
- (f) after twenty-four (24) months on layoff;
- (g) after twenty-four (24) months on unpaid long-term leave.

11.04 Continuation of Seniority Rights

Seniority shall continue during an illness or accident recovery period, for which the employee receives, or is entitled to receive, sick leave pay or payment from the Workplace Safety and Insurance Board of Ontario (hereinafter referred to as the "WSIB"). Seniority shall not be broken for leaves of absence of two (2) months or less in duration.

11.05 Banking of Seniority

For leave of absence due to illness or accident for which the employee has no further entitlement to paid sick leave or payment from the WSIB, and which exceeds at least two (2) months of such unpaid absence, an employee will cease to accumulate further seniority after one (1) calendar month from the date upon which the employee is determined to be ineligible for sick leave or the employee has exhausted sick leave credits or the employee is determined to be ineligible for payment from the WSIB or the continuance of such payment. At such time, the employee's seniority shall be banked and no further seniority shall be credited until such time as the employee returns to active employment recognized as coming within the scope of this agreement. At such time, the previously banked seniority shall be credited, and a new seniority date established bearing in mind the non-credited period during which the seniority was not accumulated.

11.06 Definition of a Job Vacancy

A job vacancy shall be defined as any position that the Corporation intends to fill.

11.07 Job Postings (Regular Full-Time; Regular Part-Time; and Temporary)

When a new position is created by Council, or when a vacancy occurs, the Corporation shall notify the Union in writing within ten (10) days of the vacancy, or five (5) days following the approval of Council of a new position. In the case of a new position, and upon request by the Union, the Employer and Union shall meet within (10) days of the notice to review the new position and the method through which the wage rate was determined. The employer shall post notice of the position in the offices of the Corporation, the locker rooms, shops and all bulletin

boards, for a minimum of one (1) week, so that all members will know about the vacancy or new position.

(a) Information in Postings

Such notice shall contain the following information: nature of the position, qualifications, required knowledge and education, skills, shift, hours of work, wage rate or range. Such qualifications shall not be established in an arbitrary or discriminatory manner. All job postings shall state "this position is open to male and female applicants".

(b) Job Posting Procedure

Job vacancies shall be dealt with in the following manner:

- a) vacancies shall be posted for a minimum of one (1) week;
- b) the posting shall show the job title, the location, the requirements and wage for the position;
- c) an application for the posted position shall detail the requirements set out in Article 11.08 as they concern the applicant, and such application shall be signed and forwarded to the Township CAO no later than 4:00 p.m. on the closing date of the posting.

(c) Requirements for Selection

In filling vacancies or upon layoff or recall from layoff, the Corporation shall first consider the candidate's qualifications to meet the requirements of the position as to knowledge, training and experience described in the posting; then

- a) efficiency and ability to perform the normal requirements of the position as of the time of posting and selection;
- b) presuming the requirements set out previously are equal between two or more candidates, seniority in this bargaining unit shall be next recognized.

11.08 Trial Period

The successful applicant shall be notified within fifteen (15) working days following the end of the posting period. He/she shall be given a trial period of thirty (30) working days during which time he/she will receive the necessary training for the position. The Corporation shall not curtail the trial period without just cause, before it has run its full course. Conditional on satisfactory service, the employee shall be declared permanent after the period of thirty (30) working days. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if

the employee is unable or unwilling to continue 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 employee returned to his/her former position by the Corporation shall be given reasons for such return and the Union shall receive a copy.

11.09 Transfers out of this Bargaining Unit

No employee shall be transferred out of this bargaining unit except by his/her consent. An employee transferred out of this bargaining unit shall continue to accumulate seniority and shall maintain his/her position on the seniority list for a period of six (6) months.

While working in a position outside the bargaining unit, said employee(s) shall, only in emergency situations or when regular employees are not available, or with consent of the Union, be required to perform bargaining unit work.

While working in a position outside the bargaining unit, said employee shall not be subject to the terms of this collective agreement.

Should said employee choose to return to the bargaining unit, he/she may elect to exercise his/her seniority and return to his/her old position in the bargaining unit within that six (6) month timeframe.

11.10 Part-time assignment of jobs and call in hours shall be distributed as equitably as possible among the qualified employees who normally perform the work involved.

ARTICLE 12 – HOURS OF WORK

12.01 (a) Office, Technical and Clerical Employees

The normal, full time hours of work for Office, Technical and Clerical employees, Monday to Friday, shall be 8 hours per day.

Employees shall be entitled to a thirty (30) minute paid lunch break each day.

(b) Public Works Department Employees

The normal, full time hours of work for Public Works Department employees, barring any emergency conditions, shall be Monday to Friday, 7:00 a.m. to 3:00 p.m. with a thirty (30) minute paid lunch break each day.

(c) Parks and Recreation Employees

The normal hours of work for Parks and Recreation employees shall be as

scheduled from time to time, with a maximum of forty (40) hours per week before overtime is payable. Parks and Recreation employees shall have a minimum of two (2) days off in a normal week, "back-to-back", or as otherwise mutually agreed to between the parties.

A thirty (30) minute paid lunch break shall be allowed for shifts which are at least six (6) hours uninterrupted.

12.02 Rest Periods

Employees shall be permitted a fifteen (15) minute rest period after two (2) hours in each half of a normal shift as set out in Article 12.01 above. Upon request, employees may combine said rest periods with their lunch break.

ARTICLE 13 – OVERTIME

13.01 Definition of Overtime

All time worked beyond eight (8) hours per day and/or forty (40) hours per week, as scheduled, shall be considered as overtime and shall be paid at overtime rates. Payment for Holidays or for work on such days is set out in Article 14.

13.02 Authorization

Overtime must be authorized in advance by the Corporation.

13.03 Reimbursement for Overtime Worked

Overtime, as defined in Article 13.01, shall be paid at the rate of time and one-half (1½) an employee's basic rate of pay.

Subject to the mutual agreement of an employee and his/her Supervisor, overtime may be banked to a maximum of eighty (80) regular hours per calendar year. (Twenty-six (26) hours, at the overtime rate, shall be considered equivalent to one (1) regular week.) Banked time shall not be allowed to accumulate to a total of more than eighty (80) regular hours, at any given time, before at least part of it is used. Time off shall be taken at a time, which is mutually convenient for both the employee and his/her Supervisor.

Hours accumulated but not used shall roll over into the next fiscal year. Upon written request, an employee may have the hours paid out at any time.

13.04 Sharing of Overtime

The overtime shall be distributed as equitably as possible among the employees who normally perform the work involved.

Whenever the Corporation hosts planned, special events, any expected overtime work shall be offered, first, to qualified bargaining unit employees. This shall be done verbally to all employees by their respective Manager. Only overtime work, for which no qualified bargaining unit employee has applied, may be assigned to workers outside the bargaining unit.

This stipulation shall not apply to any situation which requires unplanned overtime work and which is deemed, by the Supervisor in charge, acting in good faith, to be an emergency.

13.05 Pay of Temporary Transfer, Higher Rated Jobs

When an employee temporarily relieves in, or performs the principal duties of a higher paying position, within the bargaining unit, he/she shall receive the rate of pay of the position filled.

13.06 Call Out

Employees who are not at work and are called out to work on any of their regular days off or called out at any time other than during regular working hours, shall receive time and one-half (1½) for such hours worked, with a minimum of two (2) hours at the overtime rate.

For any given employee, who works less than two (2) hours, while on call-out, and experiences more than one (1) call-out, the minimum two (2) hour, call-out credit shall not apply to successive call-outs, for which notification occurs within the two (2) hour credit period already in effect for a previous call-out. Call-out work shall be assigned in a fair and impartial manner.

13.07 Reporting Pay Guarantee

An employee reporting for work on his/her regular schedule of work shall be paid his/her regular rate of pay for the entire period of work, with a minimum of three (3) hours pay.

13.08 Stand-By Pay

Employee(s) assigned "On Call" duties shall be compensated at a rate of one dollar seventy-five cents (\$1.75) per hour. It is understood that employees "on call" shall be ready and willing to respond to calls by attending the site when necessary.

When the supervisor is away from work on a leave, the Lead Hand Public Works employee shall receive the stand-by rate at 16 hrs M-F and 24 hrs S-S while performing the additional duties.

ARTICLE 14 – RECOGNIZED HOLIDAYS

14.01 List of Recognized Holidays

The Corporation recognizes the following as paid holidays other than as set out in Article 22:

New Year's Day	Labour Day
Family Day	National Truth and Reconciliation Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
August Civic Holiday	January 2 nd or floater

and any other day (other than as set out in Article 22) proclaimed a holiday by the Federal, Provincial or Municipal government.

14.02 Holiday During Vacation

When a recognized holiday falls on a day of scheduled vacation, an employee on vacation shall receive credit for that day of paid vacation restored to their vacation bank.

14.03 Qualifying for a Holiday

Every employee shall be granted time off with pay at his/her regular rate of pay in respect to a statutory holiday unless he/she does not work his/her last scheduled shift prior to, or his/her first scheduled shift after the statutory holiday, unless he/she was off work due to bona fide illness or with permission.

14.04 Rate of Pay – Not Scheduled to Work on a Holiday

If any of the above holidays falls on a Saturday or Sunday, the Friday or the Monday as designated by the Corporation shall be considered as the Statutory Holiday for the purpose of this Agreement.

14.05 Rate of Pay Scheduled to Work on a Holiday

An employee who works on a recognized holiday shall be paid at the rate of two and one-half (2½) times his/her rate of pay, or one and one-half (1½) times his/her

rate of pay, plus another paid day off which shall be attached to the employee's scheduled days off.

ARTICLE 15 – VACATIONS

15.01 Schedule of Vacation Entitlement

Full-time employees shall be entitled to the following paid vacations based upon full time active continuous employment as of their anniversary date:

Service as of Anniversary Date	Entitlement
1 or more years of service	two (2) weeks
5 or more years of service	three (3) weeks
10 or more years of service	four (4) weeks
15 or more years of service	five (5) weeks
20 or more years of service	six (6) weeks
25 or more years of service	seven (7) weeks

Part-Time Employees shall be given the option of banking their vacation pay and taking vacation time off should they so desire.

All vacation time must be approved by their appropriate manager prior to taking vacation time. Any accumulated vacation pay shall be paid out on the last pay of the year.

Part-time employees shall be entitled to the following paid vacations based upon part time active continuous employment as of their anniversary date:

Service as of Anniversary Date	Entitlement
Less than five (5) years	4%
Five (5) years or more	6%
Ten (10) years or more	8%
Fifteen (15) years or more	10%
Twenty (20) years or more	12%
Twenty-five (25) years or more	14%

15.02 Employees Requesting Vacation

A vacation schedule upon which employees shall designate the vacation time of their preference for the period from March 1 to December 31 of each year shall be circulated during January of each year. Employees shall request their desired vacation period by January 31st. Employees who wish to take vacation in the period from January 1 to February 28 of each year shall submit their desired vacation period by November 30 of the preceding year. When there is a request by more than one (1) employee in a similar work classification for the same time period, then employees with the most seniority shall decide preference.

Requests for vacation outside of this schedule must be made at least three (3) business days in advance and will be considered subject to the Employer's operational needs and on a first come first serve basis.

15.03 Vacations to be Current

Vacations must be taken before the end of the current calendar year.

ARTICLE 16 – SICK LEAVE

16.01 Sick Leave Credits

All employees shall accumulate 1 day per month up to 2000 hrs.

Unused sick leave is cumulative.

16.02 Medical Certificate

Employees shall, at the request of the Corporation, provide the Corporation with a certificate from a Medical Practitioner as to the employee's inability to perform the work required.

Sick leave that is used for 3 or more consecutive days shall require a certificate from a medical practitioner.

The cost of such medical certificates from a Medical Practitioner shall be the employer's responsibility.

16.03 WSIB Payments Supplemented from Sick Leave

Employees shall be entitled to have WSIB payments for an accident supplemented from accumulated sick leave up to normal basic pay.

16.04 Definition of Full Time

Within this Article 16, Sick Leave, full time shall be defined as regularly scheduled employment of over twenty-four (24) hours per week.

16.05 Notice of Return

Employees absent from work due to illness or injury shall be required to notify the Employer of their intention to return to work before reporting on the job. Where reasonably possible, employees are expected to provide at least ten (10) working days' notice prior to their anticipated return.

16.06 Use of Sick Leave

It shall be understood that, within the scope of this Collective Agreement, Sick Leave is intended to provide employees with time to recover from illness and/or injury, medical appointments and/or to seek medically necessary attention from a licensed health care professional, either for the employee himself/herself or for a member of his/her immediate family. Sick leave shall not be used for any other purpose.

16.07 Sick Leave and Vacation Time

Whenever Sick Leave, of any duration, will be unavoidably contiguous with planned Vacation time, the affected employee shall provide the Corporation with at least one (1) of the following:

- (a) (in relation to being on Sick Leave) written certification, from a Medical Practitioner, certifying the employee's inability to perform the work required and/or
- (b) (in relation to coming off Sick Leave before starting the Vacation) written certification ("a fit for duty note"), from a Medical Practitioner, certifying the employee's ability to perform the work required.

ARTICLE 17 – LEAVES OF ABSENCE

17.01 Leave for Personal Reasons

The Corporation may grant leave of absence without pay to employees for personal reasons. Requests for such leave shall be in writing, and shall be submitted no later than one (1) week before the commencement of the requested leave except in cases of emergency when reasons for requesting such leave shall be submitted to the immediate supervisor as soon as possible. The decision to grant or deny such leave is solely the prerogative of the Corporation; such decision shall not be made

in an arbitrary or unreasonable manner.

17.02 Leave for Union Functions

Employees selected by the Union to participate in Union conventions or conferences shall be granted leave of absence without pay subject to the Corporation being given notice of the delegate's name, the reason, and the proposed time of such leave, and subject to a maximum leave of one (1) delegate at any one time.

The Union will reimburse the employer for all wages and benefits paid to the employee during their leave.

If overtime is incurred as a result of the initial replacement of the employee taking the leave of absence, the Union will reimburse the employer for all additional costs if the employer is not provided with two (2) weeks notice.

All requests for time off to attend to Union business must be submitted in writing. The Employer will invoice the Union every four (4) months.

17.03 Leave for Elected Public Office

Subject to the provisions of any statute to the contrary, an employee elected to public full time office shall be granted leave of absence without pay and subject to the following conditions:

- (a) There shall be no loss of seniority, which has been accumulated to the date of commencement of such leave.
- (b) During such leave, no further seniority shall be credited.
- (c) The leave of absence shall expire one (1) month following the date of leaving such elected position.
- (d) Such leave shall be renewed automatically, and on the same terms, during each subsequent election to office.

17.04 Leave to Act as a Candidate

Should he/she request leave an employee nominated for election to a Federal, Provincial or Municipal office shall be granted leave of absence without pay and without loss of seniority for a maximum of one (1) month.

17.05 Leave for Full Time Union Employment

An employee who is selected for full time work, either permanently or on a temporary basis with the Canadian Union of Public Employees shall be granted a leave of absence without pay and without loss of seniority. The approved leave shall be one (1) year in duration and extended upon mutual agreement.

17.06 Bereavement Leave

In the case of the death of a member of the immediate family of any employee, the employee shall be entitled to leave of absence with no loss of pay to a maximum of five (5) working days.

The immediate family shall be defined as:

- spouse (includes both married and unmarried couples, of the same or opposite genders);
- parent, step-parent, foster parent, child, step-child, foster child, grandparent, step-grandparent, grandchild or step-grandchild of the employee or the employee's spouse;
- spouse of the employee's child;
- brother or sister of the employee; and,
- relative of the employee who is dependent on the employee for care or assistance. (as per the Employment Standards Act)

Additional unpaid leave for travel time may be granted at the discretion of the Corporation.

17.07 Leave for Jury Duty

(a) Employees called for Jury Duty shall absent themselves from work only to such reasonable extent as to allow them to carry out those duties. Such employees shall be paid for standard, scheduled working hours for such leave at normal basic rates of pay, provided the employee pay over to the Corporation the jury duty fees received from the Court excluding recognized court expenses.

(b) Employees subpoenaed as witnesses regarding events which occurred on duty shall absent themselves from work only to such reasonable extent as to allow them to carry out those duties. Such employees shall be paid for standard, scheduled working hours for such leave at normal, basic rates of pay, provided the employee pay over to the Corporation the witness fees received from the Court.

17.08 Pregnancy/Parental Leave

- (a) Pregnancy leave will be granted in accordance with the provisions of the *Employment Standards Act*. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.
- (b) The employee shall give written notification at least four (4) weeks in advance of the date of commencement of such leave and the expected date of return. At such time she shall also furnish the Employer with the certificate of a legally qualified medical practitioner stating the expected birth date.
- (c) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Employer at least four (4) weeks in advance thereof.
- (d) Credits for service and seniority shall accumulate for the duration of the leave.
- (e) The Employer will continue to pay its share of the contributions of the subsidized employee benefits, including pension, in which the employee is participating for a period of up to seventeen (17) weeks while the employee is on pregnancy/parental leave.
- (f) Subject to any changes to the employee's status which would have occurred had she not been on pregnancy leave, the employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay.

ARTICLE 18 – WAGE SCHEDULE

18.01 Wages

- (a) Wages shall be paid every second week by direct deposit in accordance with Schedule "A" which is attached to and forms part of this agreement. Wages shall be paid every second Thursday for the two-week period ending the immediately preceding Friday.
- (b) Any payday that falls on January 1st (as per Article 14.04) will be paid on the following day.

ARTICLE 19 – RETIREMENT

19.01 Pension Plans

In addition to the Canada Pension Plan, all full-time employees (working thirty-two (32) or more hours per week) shall enrol in the Ontario Municipal Employee's Retirement System (O.M.E.R.S.). All other employees may elect to enrol in O.M.E.R.S.

19.02 Normal Retirement and Extension

Employees shall normally retire upon reaching the age of sixty-five (65) years. However, it is understood that an employee may work beyond the age of sixty-five (65) in accordance with the Ontario Human Rights Code.

ARTICLE 20 – BENEFITS

20.01 Coverage and Employer Contributions

The Corporation shall pay One Hundred per cent (100%) of the total cost of:

- (a) Employer's Health Tax;
- (b) Semi-private Hospital Care;
- (c) Dental Plan including Orthodontics;
- (d) Non-Deductible Drug Plan;
- (e) Vision Care on the basis of \$600.00 for 24 month coverage per family member;
- (f) Group Life Insurance Plan in the amount of \$100,000.00 per employee; and,
- (g) Accidental, Death & Dismemberment Insurance.
- (h) i) Spousal Insurance;
- ii) Restorative dental work.

20.02 Coverage While Off Work Due to Unpaid Leave of Absence

An eligible employee who is on authorized, unpaid leave of absence other than a leave of absence under the Ontario *Employment Standards Act, 2000*, as amended shall be covered under the Plans set out in Article 20.01, and the Corporation's contribution shall be made for the month in which the leave of absence commences. If the employee wishes to continue his/her coverage, the employee must, remit directly to the Corporation, the total cost of the premiums of the Plans in which he/she is enrolled for all months succeeding the first month of such leave.

An employee who has run out of sick leave credits while off work due to an illness or accident shall be covered under this Article 20.02. An employee who has ceased receiving WSIB payments in lieu of salary shall be covered under this Article 20.02. Upon commencing work, any such employee, who has been absent because of illness or accident, shall be covered by the Plan set out in Article 20.01 with the appropriate Corporation contribution.

ARTICLE 21 – PART-TIME, TEMPORARY AND STUDENT EMPLOYEES

21.01 Part-Time Employees

A regular part-time employee is an employee who works twenty-four (24) hours a week or less. Such an employee shall be paid on an hourly basis according to the starting rate for the category of job in which he/she is working.

21.02 Temporary Employees

A temporary employee is an employee hired for a specific short-term job, including replacement of persons on maternity leave, long terms of absence, project, incentive or make work programs, and whose employment shall cease on completion of the project.

21.03 Student Employees

Students hired under special “Student Program Grants” will be paid at rates provided for in the grant structure.

21.04 Provisions re Part-Time, Temporary Employees

Part-time and Temporary Employees shall be subject to Article 5.02 of this agreement, but shall not be entitled to participation in vacation plans, sick leave, group insurance, hospital insurance, medical and dental plans, drug coverage, bereavement leave, jury duty leave, provisions of Article 11.01 (b) or any other leave or benefit which does not specifically include employees as defined by Articles 21.01, 21.02 and 21.03 of this agreement, except as provided for by applicable current federal and/or provincial regulations.

ARTICLE 22 – NO STRIKE AND NO LOCKOUT

22.01 During the term of this agreement, the Union agrees that there shall be no strike and the Corporation agrees that there shall be no lockout. “Strike” and “Lockout” shall have the meanings defined in the Ontario Labour Relations Act.

ARTICLE 23 – GENERAL

23.01 Clothing Allowance

At every six (6) month interval, active full time employees who are required, by law, to wear safety protective clothing and/or footwear shall receive an allowance of three-hundred and fifty (\$350.00) dollars. Employees shall not be required to supply receipts. Should an employee be on a leave of absence of more than two (2) months in duration, in the course of any six-month period for which this allowance applies, the allowance shall be prorated according to the actual time worked in that six-month period.

23.02 Mileage

The Employer will compensate all employees for authorized travel using their personal automobile for Employer business for all mileage incurred at the rate established by National Joint Council rates.

23.03 Equal Pay for Equal Work

Section 42(1) of the *Employment Standards Act, 2020*:

42(1) No employer shall pay an employee of one sex at a rate of pay less than the rate paid to an employee of the other sex when,

- (a) they perform substantially the same kind of work in the same establishment;
- (b) their performance requires substantially the same skill, effort and responsibility; and
- (c) their work is performed under similar working conditions. 2000, c. 41, s. 42 (1).

ARTICLE 24 – DURATION OF AGREEMENT

24.01 Term of Agreement

This agreement shall remain in full force and effect from January 1, 2025, until December 31, 2028, and shall continue from year to year thereafter unless either party gives to the other party notice in writing not more than ninety (90) days after and not less than thirty (30) days, prior to the date of termination that it desires to terminate or amend this agreement. All wages and applicable benefits are retroactive to January 1, 2025.

24.02 Parties Shall Meet

In the event of the notice set out in Article 24.01 being given, negotiations with a view to amend this agreement shall begin within fifteen (15) working days, or at a time when mutually agreed.

24.03 To Facilitate Negotiations

The parties agree that it is desirable that after the notice set out in Article 24.01 has been sent both parties will make an exchange of their proposals by registered mail or electronically on a mutually agreed date before the initial negotiating meeting.

IN WITNESS WHEREOF each of the parties hereto have caused this collective agreement to be signed by its duly authorized Representatives as of the 22nd day of April, 2025.

THE CORPORATION OF THE TOWNSHIP OF HORNEPAYNE



On Behalf of Council

Drago Stefanic
Drago Stefanic (Apr 23, 2025 17:52 EDT)

On Behalf of Council



Interim CAO

Jennifer Hill
Jennifer Hill (Apr 22, 2025 14:01 EDT)

Clerk

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3

Marco Niro
Marco Niro (Apr 23, 2025 05:50 EDT)

Steven Firman
Steven Firman (Apr 22, 2025 16:47 EDT)

Carrie Withers

SCHEDULE "A" – HOURLY WAGES

POSITION	Current Jan 1, 2024	Effective Jan 1, 2025	Effective Jan 1, 2026	Effective Jan 1, 2027	Effective Jan 1, 2028
		3.80%	3.00%	3.00%	3.00%
HEAD MECHANIC	\$36.83	\$38.23	\$39.38	\$40.56	\$41.77
LEAD HAND PUBLIC WORKS	\$32.75	\$33.99	\$35.01	\$36.06	\$37.15
GENERAL EQUIPMENT OPERATOR	\$31.20	\$32.39	\$33.36	\$34.36	\$35.39
LEAD HAND PARKS & RECREATION	\$32.75	\$33.99	\$35.01	\$36.06	\$37.15
SR. LABOURER, PARKS & RECREATION	\$26.86	\$27.88	\$28.72	\$29.58	\$30.47
LABOURER	\$22.49	\$23.34	\$24.04	\$24.77	\$25.51
GENERAL LABOURER	\$17.20	\$18.35	\$18.90	\$19.47	\$20.06
ACCOUNTING CLERK/DEPUTY TREASURER	\$32.75	\$33.99	\$35.01	\$36.06	\$37.15
ADMINISTRATIVE ASSISTANT	\$31.20	\$32.39	\$33.36	\$34.36	\$35.39
OFFICE CLERK	\$22.49	\$23.34	\$24.04	\$24.77	\$25.51
FIRE DEPARTMENT SECRETARY	\$17.20	\$18.35	\$18.90	\$19.47	\$20.06

Note: General Labourer and Fire Department Secretary shall be paid at a rate that is \$0.50 above the minimum wage rate. Adjustments shall be made if the minimum wage rate increases during the life of this agreement.