



# **COLLECTIVE AGREEMENT**

**BETWEEN**

**THE CORPORATION OF THE TOWNSHIP OF CHISHOLM**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 4616, C.L.C.**

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

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## **ARTICLE 1 – PREAMBLE**

**1.01** It is the purpose of both parties to this Agreement:

- 1) To improve relations between the Employer and the Union and provide settled and just conditions of employment.
- 2) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, service, etc.
- 3) To encourage efficiency in operations.
- 4) To promote the morale, well-being, and security of all employees in the bargaining unit of the Union.

**1.02** It is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in a Collective Agreement.

## **ARTICLE 2 – MANAGEMENT RIGHTS**

### **2.01 Management Rights**

The Union recognizes that it is the right of the Employer to exercise the regular and customary function of the Employer and to direct the working forces, subject to the terms of this Agreement. The question of whether any of these rights is limited by this Agreement shall be decided through the grievance and arbitration procedure.

### **2.02 Not Discriminatory**

The Employer shall exercise its rights in a fair and reasonable manner. The Employer's rights shall not be used to direct the working force in a discriminatory manner. Nor shall these rights be used in a manner that would deprive any employee of his/her employment, except through just cause.

## **ARTICLE 3 – RECOGNITION AND NEGOTIATION**

### **3.01 Bargaining Unit**

The Employer recognizes the Canadian Union of Public Employees and its Local 4616 as the sole and exclusive collective bargaining agent for all of its employees save and except the Chief Administrative Officer, Clerk-Treasurer, Operations Superintendent, Driver or Owner of hired vehicles, students in full-time attendance in a school recognized under the Ontario Ministry of Education who are participating in a job-training program established through his/her school and who are employed without wages for a period not exceeding three (3) months during the normal school year, and person hired for specific terms under government subsidized employment programs.

Full-time employee – Any person who is permanently employed for forty (40) and/or thirty-five (35) hours or more per week.

Permanent Part-time employee – shall mean an employee who is scheduled to work twenty-four (24) hours or less weekly on a regular basis through the year.

Part-Time employee – shall mean an employee who is called to work as required and is employed twenty-four (24) hours or less weekly.

Temporary employee – shall mean an employee who is hired for a specific term or project or to fill a vacancy during the absence of a permanent employee.

### **3.02 Work of the Bargaining Unit**

Except in cases of emergency as declared by Council, persons whose jobs are not in the bargaining unit shall not work on any jobs that are in the bargaining unit. In such situations, an explanation will be given to the Union.

### **3.03 No Other Agreements**

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

### **3.04 Right to Fair Presentation**

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer, and the Employer shall have the right to assistance when dealing or negotiating with the Union. Such representative(s)/advisor(s) shall have access to the Employer's premises in order to deal with any matters arising out of this Collective Agreement.

### **3.05 Union Officers and Committee Members**

Union officers and/or committee members shall be entitled to leave their work during working hours in order to carry out their functions under this Agreement, including, but not limited to, the investigation and processing of grievances, and attendance at meetings with the Employer. The Union officer and/or committee member shall provide her/his immediate manager with reasonable notice of such meetings. Permission to leave work during working hours for such purposes shall first be obtained from the immediate supervisor. Such permission shall not be unreasonably withheld. An employee shall not suffer the loss of regular wages when performing such union duties during the employee's regular hours of work.

## **ARTICLE 4 – NO DISCRIMINATION**

### **4.01 Employer Shall Not Discriminate**

The Employer agrees that there shall be no discrimination exercised or practiced with respect to any employee in the matter of hiring, assigning wage rate, training, upgrading, promotion, transfer, layoff, recall, discipline, classification, discharge or any other reaction by reason of age, creed, colour, ancestry, national origin, religion, political affiliation or activity, sexual orientation, sex, marital or parental status, family relationship, place of residence, disability, nor by reason of his membership or activity in the Union.

**4.02** The Employer and the Union jointly affirm that every employee shall be entitled to a respectful workplace. The environment must be free of behaviours such as discrimination, harassment, disruptive workplace conflict, disrespectful behaviour, violence and bullying in the workplace. The principle of fair treatment is a fundamental one and both the Corporation and the Union will not condone any improper behaviour on the part of any person which would jeopardize an employee's dignity and well-being or undermine work relationships and productivity. In addition, the parties agree that a respectful workplace includes a safe and healthy workplace within the meaning of applicable legislation.

**4.03 Definitions**

Although disrespectful behaviour, disruptive workplace conflict and harassment can be defined, in practice they overlap. The following definitions, although not all inclusive have been designed to accommodate some of the different types of concerns that may arise. The definitions below are intended to subscribe to the applicable legislation.

Further definitions may be found in the applicable Township policy and/or legislation.

- a) Disrespectful behaviour is improper behaviour that is unwelcome and inappropriate in the workplace. It may happen once or continue over time. It can include rude comments and swearing as well as spreading unfounded or misinformed rumours that damage people's reputations; actions that invade privacy or personal property or unwelcome gestures; and display or distribution of printed or electronic material that offends.
- b) A disruptive workplace conflict is defined as an ongoing dispute or communication breakdown between two or more individuals that impacts their ability to work productively and cooperatively in the workplace.
- c) Harassment is any behaviour that demeans, humiliates, or embarrasses a person, and that a reasonable person should have known would be unwelcome. It includes verbal abuse; actions such as touching, pushing, punching, kicking; comments such as jokes and name calling; displays such as posters and cartoons; or abuses of power such as threats or coercion. It may be a single incident or continue over time.
- d) The Ontario Human Rights Code prohibits harassment in the workplace because of race, ancestry, place of origin, colour, ethnic origin citizenship, creed, age, record of offences, marital status, same-sex partnership status, gender expression, gender identity, sex, sexual orientation, family status or disability. The parties agree that there shall be no discrimination or harassment as defined by the Ontario Human Rights Code.

The parties further agree that there shall be no discrimination or harassment on the basis of place of residence and membership or activity in the Union.

**4.04** The Employer agrees that any complaint submitted, reported, or witnessed *subject to* Article 4, must be properly investigated in accordance with applicable legislation.

## **ARTICLE 5 – UNION MEMBERSHIP REQUIREMENT**

### **5.01 All Employees to be Members**

As a condition of employment, all new employees shall become and remain members in good standing of the Union, within thirty days of employment.

## **ARTICLE 6 – CHECK-OFF OF UNION DUES**

### **6.01 Check-off Payments**

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

### **6.02 Deductions**

Deductions shall be forwarded in one cheque to the National Secretary-Treasurer of the Union not later than the 10<sup>th</sup> day of the following month for which the dues were levied. The cheque shall be accompanied by a list of the names, addresses, telephone numbers and classifications of employees from whose wages the deductions have been made. This list shall indicate promotions, demotions, hirings, layoffs, transfers, recalls, resignations, retirements, deaths, and other terminations of employment. The Employer shall forward a copy of this list to the Secretary-Treasurer of the Local.

### **6.03 Dues Receipts**

At the same time that Income Tax (T-4) slips are made available; the Employer shall type on the amount of union dues paid by each Union member in the previous year.

**6.04** In consideration of the Employer's agreeing to deduct and forward union dues, initiation fees, or assessments levied by the Union on its members, the Union agrees to indemnify and save harmless the Employer against any claim for liability arising out of or resulting from the operations of this Article.

## **ARTICLE 7 – EMPLOYER AND UNION SHALL ACQUAINT POTENTIAL EMPLOYEES**

### **7.01 Potential Employees**

The Employer agrees to acquaint applicants with the fact that a union Agreement is in effect, and with the conditions of employment set out in the articles dealing with *Union Security* and *Dues Check-off*.

## **ARTICLE 8 – CORRESPONDENCE**

### **8.01 Correspondence**

All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Chief Administrative Officer/Clerk Treasurer and the Recording Secretary of the Local or designate.

A copy of any correspondence between the Employer, or his/her designate and any employee in the bargaining unit, pertaining to the interpretation, administration, or application of any part of this Agreement shall be forwarded to the Secretary of the Union or designate and to the Vice-President of sub-local 4616-01.

## **ARTICLE 9 – LABOUR MANAGEMENT BARGAINING RELATIONS**

### **9.01 Representatives**

The Employer shall not bargain with or enter into any agreement with an employee or group of employees in the bargaining unit. No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. In representing an employee or group of employees, an elected or appointed representative of the Union shall be the spokesperson.

In order that this may be carried out, the Union will supply the Chief Administrative Officer/Clerk Treasurer with the names of its officers. Likewise, the Employer shall supply the Union with a list of its supervisory personnel with whom the Union may be required to transact business.

### **9.02 Union Bargaining Committee**

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

### **9.03 Time Off for Meeting**

Any representative of the Union who is in the employ of the Employer shall have the right to attend meetings held within working hours with the Employer regarding Collective Agreement administration or working conditions without loss of remuneration.

Such representative shall not leave their regular duties without first obtaining permission from their immediate supervisor or designate. Such permission shall not be unreasonably denied.

### **9.04 Technical Information**

Within thirty (30) days of a request by the Union, the Employer shall make available to the Union any information required by the Union such as job descriptions, postings in the bargaining unit, job classifications, wage rates, a breakdown of point ratings in job evaluation and all other technical information and reports, studies, surveys, manuals, or directives, required for collective bargaining purposes or pertaining to employment and/or employee working conditions.

## **ARTICLE 10 – RESOLUTIONS AND REPORTS OF THE EMPLOYER**

**10.01** Any reports or recommendations made to the Council which are not confidential in terms of labour relations between the parties to this agreement and which affect the conditions of employees within this bargaining unit shall be communicated by the Employer to the Union in time to afford the Union a reasonable opportunity to consider them, and if deemed necessary, of speaking to them when they are dealt with by Council.

### **10.02 Copies of Resolutions**

A copy of the minutes of the Employer shall be mailed to the Secretary of the Union or designate within five days of each meeting.

## **ARTICLE 11 – GRIEVANCE PROCEDURE**

### **11.01 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 rights and duties of the Union Grievance Committee and the Union Stewards. The Steward may assist any employee whom the Steward represents, in preparing and presenting his/her grievance in accordance with the grievance procedure.

### **11.02 Names of Stewards**

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

### **11.03 Grievance Committee**

The Grievance Committee shall be composed of the President or designate, and the steward directly involved with the grievance.

### **11.04 Permission to Leave Work**

The Employer agrees that Stewards shall not be hindered, coerced, restrained, or interfered with in any way in the performance of their duties while investigating disputes and presenting adjustments as provided in this article. The Union recognizes that each Steward is employed by the Employer and that he/she will not leave his/her work during working hours except to perform his/her duties under this Agreement. Therefore, no Steward shall leave his/her work without obtaining the permission of his/her supervisor, which permission shall not be unreasonably denied.

### **11.05 Definition of Grievance**

A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement or in instances where either party to this Agreement alleges the other has acted unjustly, improperly, or unreasonably.

### **11.06 Settling of Grievance**

#### **Verbal Complaint**

An earnest effort shall be made to settle grievances fairly and promptly. It is understood that an employee will bring the matter in dispute to the attention of their immediate supervisor in order to allow the opportunity of adjusting his/her complaint. Such complaint shall be discussed with his/her immediate supervisor within ten (10) working days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the employee. Failing settlement within five (5) working days, it can then be taken up as a grievance in the manner below.

#### **Step 1**

The aggrieved employee(s) will submit the grievance to a Steward, or another member of the Grievance Committee within ten (10) working days of the occurrence giving rise to the grievance. At each step of the grievance procedure the grievor shall have the right to be present.

**Step 2**

If the Steward and/or the Grievance Committee considers the grievance to be justified, he/she will first seek to settle the dispute with the Chief Administrative Officer Clerk-Treasurer, within ten (10) working days of receiving the grievance.

**Step 3**

Failing settlement being reached in Step 2, the Grievance Committee will submit the written grievance to Council. Council shall hear the grievance and render a decision within twenty (20) working days of hearing the grievance.

**Step 4**

Notwithstanding the foregoing, the parties hereto may mutually agree to utilize the services of a grievance mediation officer. Each party shall pay one half of the fees and expenses of the grievance mediation officer.

**Step 5**

Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration. If no written request for arbitration is received within thirty (30) calendar days after the decision under Step No. 3 is given, the grievance shall be deemed to have been abandoned.

**11.07 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, Step 1 may be by-passed.

**11.08 Deviation from Grievance Procedure**

After a grievance has been initiated by the Union, the Employer's representative shall not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved employees without the consent of the Union.

**11.09 Grievance on Safety**

An employee or a group of employees who is requested to work under unsafe or unhealthy conditions shall have the right to file a grievance.

**11.10 Replies in Writing**

All grievance submissions and replies shall be in writing at all steps of the grievance procedure.

**11.11 Facilities for Grievances**

In order to facilitate an orderly and confidential investigation of grievances, the Employer shall make available the temporary use of a private office or similar facility. The Employer shall also supply the necessary facilities for the grievance meetings.

**11.12 Mutually Agreed Changes**

Any mutually agreed changes agreed to during the term of this Collective Agreement shall form part of this Collective Agreement and are subject to the grievance and

arbitration procedure. All such changes are to be in the form of letters of understanding.

## **ARTICLE 12 – ARBITRATION**

### **12.01 Arbitration**

It is agreed by the parties hereto that any difference of opinion relating to the interpretation, application, or administration of the Agreement, which cannot be settled after exhausting the grievance procedure shall be settled by arbitration as defined in the *Ontario Labour Relations Act*.

### **12.02 Arbitration Procedure**

Notwithstanding article 12.01, the parties may mutually agree in writing to substitute a single Arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to Arbitration Board shall appropriately apply.

- a) In resolving disputes, the arbitrator shall have regard to the real substance of the matters in dispute and the respective merits of the positions of the parties and shall apply principles consistent with the *Labour Relations Act*.
- b) The arbitrator shall have the power to receive and accept evidence and information on oath, affidavit, or otherwise as in its discretion it considers proper whether or not the evidence is admissible in a court of law.
- c) A grievance or arbitration shall not be deemed invalid by reason of a defect in form, a technical irregularity, or an error of procedure if it results in a denial of natural justice. An arbitration may relieve against those defects, irregularities, or errors of procedure on just and reasonable terms.

### **12.03 Decision of the Arbitrator**

The decision of the arbitrator shall be final, binding, and enforceable on all parties, and may not be changed. The arbitrator shall not have the power to change this Agreement or to alter, modify or amend any of its provisions or make any decision contrary to the provisions of this Agreement. However, the arbitrator shall have the power to amend a grievance, modify penalties or dispose of a grievance by any arrangement which it deems just and equitable.

### **12.04 Disagreement on Decision**

Should the parties disagree as to the meaning of the arbitrator's decision, either party may apply to the arbitrator to reconvene to clarify the decision.

### **12.05 Expenses of the Board**

Each party shall pay one-half of the fees and expenses of the arbitrator.

### **12.06 Amending of Time Limit**

The time limits fixed in both the grievance and arbitration procedure may be extended in writing, by consent of the parties. The time limits in this Agreement are not mandatory but merely discretionary.

## **12.07 Witnesses**

At any stage of the grievance or arbitration procedure, the parties shall have the assistance of the employee or employees involved and any necessary witnesses. All reasonable arrangement shall be made to permit the conferring parties or arbitrator(s) to have access to the Employer's premises to view any working conditions that may be relevant to the settlement of the grievance.

## **ARTICLE 13 – DISCHARGE, SUSPENSION AND DISCIPLINE**

### **13.01 Principle of Innocence**

Both parties agree that an employee is considered innocent until proven guilty. Therefore, in the event the Employer initiates a disciplinary action against an employee that may result in the suspension or discharge of the employee, the following procedure shall be followed.

### **13.02 Discipline Procedure**

The employee shall be notified in writing by the Employer with full disclosure of the reasons, grounds for action, and/or penalty, with a copy to the Secretary of the Local Union 4616 and the Vice-President of the sub-local 4616-01.

### **13.03 Burden of Proof**

In cases of discharge and/or discipline, the burden of proof of just cause shall rest with the Employer. In the subsequent grievance proceedings or arbitration hearing, evidence shall be limited to the grounds stated in the discharge or discipline notice to the employee.

### **13.04 Designation of Staff Relations Committee**

The Union shall be notified in writing of the names of the Councillors appointed to the Staff Relations Committee.

### **13.05 Political Action**

No employee shall be disciplined for participation in any political action(s) called for by the Canadian Labour Congress, its affiliates, or subordinate bodies.

### **13.06 Right to have Steward Present**

An employee shall have the right to have his/her Steward present at any discussion with the Staff Relations Committee or his/her immediate supervisor which might be the basis of disciplinary action.

### **13.07 Personnel Records**

An employee shall have the right at any time to have access to and review his/her personnel record, under the supervision of the Clerk, or designate. Any disagreement as to the accuracy of information contained in the file may be subject to the grievance procedure and the eventual resolution for hereof shall become part of the employee's record. No evidence from the employee's record may be introduced as evidence in any hearing of which the employee was not aware at the time of filing. An employee shall have the right to request copies of any material contained in his/her personnel record.

### **13.08 Use of Demotion as Discipline**

Demotion shall not be used as a disciplinary measure.

**13.09** Should it be found upon investigation that an employee has been unjustly discharged, suspended, or disciplined, such employee shall be immediately reinstated to his/her former position, without loss of seniority rating. The employee shall also be compensated for all time lost in an amount equal to his/her normal earnings during the pay period next preceding such discharge, suspension or discipline, or any other arrangement as to compensation that is just and equitable in the opinion of the parties, or in the opinion of a Board of Arbitration, if the matter is referred to such a Board.

**13.10** In instances when an employee has been issued a written warning by the Employer and no further disciplinary action is required during the following twenty-four (24) month period, such written warning shall be stricken from the employee's record and will not be used by the Employer when considering any future disciplinary action.

## **ARTICLE 14 – SENIORITY**

### **14.01 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.

### **14.02 Seniority List**

The Employer shall maintain a seniority list showing the current classification and the date upon which each employee's service commenced. Where two or more employees commence work on the same day, preference shall be in accordance with the date of application. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year.

### **14.03 Probation for Newly Hired Employees**

A newly hired employee shall be on probation for the first ninety (90) working days of his/her employment. For employees who are not full-time, the probationary period shall be in effect for the first ninety (90) days worked by those employees. During the probationary period, the employee shall be entitled to all rights and benefits of this Agreement. After completion of the probationary period, seniority shall be effective from the original date of employment. Probationary employees shall not be discharged for arbitrary or discriminatory reasons.

Note: The parties agree that any employee(s) who are employed as of the date of ratification, will be deemed to have passed their probationary period. The above language will only apply to new employees as of the date of ratification.

### **14.04 Loss of Seniority**

Except where the provisions of Articles 21.08, 25.03 and 25.07 to this Agreement apply, no employee shall lose seniority if absent from work due to sickness, disability, accident, layoff, or leave-of-absence approved by the Employer.

An employee shall only lose his/her seniority in the event:

- 1) He/she is discharged for just cause and is not reinstated.
- 2) He/she resigns in writing and does not withdraw within two (2) days.
- 3) He/she fails to return to work within fifteen (15) working days following a layoff and after receiving notice by registered mail to do so, pursuant to Article 16.03 of the Agreement unless the employee's return from layoff is delayed due to sickness or other just cause.
- 4) He/she is laid off for a continuous period of twelve (12) months calculated from the date of layoff.
- 5) He/she fails to return to work on the first regular working day following the expiration of a leave of absence, without providing a reason satisfactory to the Employer for his failure to do so.
- 6) He/she is absent from work more than three (3) consecutive work days without notifying the Employer and fails to provide a satisfactory reason for his failure to do so.

## **ARTICLE 15 – PROMOTIONS AND STAFF CHANGES**

### **15.01 Job Postings**

- a) When a new position is created, or when the filling of a vacancy of a temporary or permanent nature is required, which shall include the resignation of an incumbent, inside the bargaining unit, the Employer shall post notice of the position in the Employer's offices, locker rooms, shops and on all bulletin boards for a minimum of one week, so that all members will know about the vacancy or new position.
- b) For purposes of this clause, a temporary vacancy shall mean a vacancy anticipated to extend beyond sixty (60) calendar days. For greater clarity, it is agreed and understood the Employer shall not be required to post positions anticipated to be vacant for less than sixty (60) calendar days.

### **15.02 Information in Postings**

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

### **15.03 No Outside Advertising**

The new position or vacancy may also be advertised externally during the period of the internal job posting(s). The Employer agrees that no external applicant will be considered for the position(s) until all internal applicants are first considered.

### **15.04 Role of Seniority in Promotions, Transfers and Staff Changes**

Both parties recognize:

- 1) The principle of promotion within the service of the Employer.
- 2) That job opportunity should increase in proportion to length of service.

Therefore, in making staff changes, transfers, or promotions within the bargaining unit, appointments shall be made of the applicant with the greatest seniority and having the required qualifications in accordance with *Article 15.02*. Appointments from within the bargaining unit shall be made within three (3) weeks of posting. The job shall be filled within one (1) week of appointment.

#### **15.05 Trial Period**

The successful applicant shall be notified within one week following the end of the posting period. He/she shall be given a trial period of thirty (30) calendar days, during which time he/she will demonstrate their ability to satisfactorily fill the position. The Employer shall not curtail the trial period without just cause before it has run its full course. Conditional on satisfactory service, the employee shall be awarded the position 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 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 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.

#### **15.06 Notification to Employee and Union**

Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be sent to each applicant and a copy posted on all bulletin boards. If requested, the Employer shall provide a full written explanation of any shortcomings in their qualifications to all senior applicants who have been denied promotion, or transfer. The Union local secretary shall be notified of all promotions, demotions, hiring, layoff, transfers, recalls, resignations, retirements, deaths, or other terminations of employment.

#### **15.07 Promotions Requiring Higher Qualifications**

If no employee is appointed to a vacancy in accordance with *Article 15.01*, then serious consideration for promotion will be given to the applicant with the greatest seniority who does not possess the required qualifications but is preparing for qualification prior to filling the vacancy. If granted the job, the employee will be given an opportunity to qualify within a reasonable trial period, such trial period not to exceed ninety (90) calendar days. If the qualifications are not met within this time, the employee shall revert to his/her former position.

### **ARTICLE 16 – LAYOFFS AND RECALLS**

#### **16.01 Definition of Layoff**

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

#### **16.02 Role of Seniority in Layoffs**

- a) Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, employees in the classification

affected shall be laid off in the reverse order of unit-wide seniority. An employee about to be laid off may bump any employee with less seniority providing the employee exercising the right is qualified to perform the work of the employee with less seniority.

- b) Notwithstanding 16.02 a), the parties agree that there shall be no lay-off of employees with twenty (20) or more years seniority during the term of the current Collective Agreement.

### **16.03 Recall Procedure**

Employees shall be recalled in the order of their seniority provided the employee being recalled is qualified and able to perform the work. The Employer shall notify the employee of a recall opportunity by registered mail, addressed to the last address on record with the Employer. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is responsible for providing his/her current address to the Employer.

### **16.04 No New Employees**

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

### **16.05 Advance Notice of Layoff**

Unless legislation is more favourable to the employees, the Employer shall notify employees who are to be laid off ten (10) working days prior to the effective date of layoff. If the employee has not had the opportunity to work the days as provided in this article, he/she shall be paid for the days for which work was not made available.

### **16.06 Grievance on Layoff and Recalls**

Grievances concerning layoffs and recalls shall be initiated at Step 3 of the grievance procedure.

## **ARTICLE 17 – HOURS OF WORK**

### **17.01 Regular Daily Hours (Public Works)**

The regular daily hours shall not commence before 7:00 a.m. nor finish later than 3:30 p.m. No 8 hour schedule shall be spread over a period longer than 8.5 hours, with one-half hour paid lunch.

### **17.02 Regular Weekly Hours (Public Works)**

The regular weekly hours shall consist of five (5) days from Monday to Friday, inclusive for a total of 40 hours per week.

### **17.03 Working Schedule (Public Works)**

The working schedule of employees who work other than the regular daily hours or regular weekly hours may only be established after mutual agreement between the Union and the Employer. The Employer shall, after agreement with the Union, set forth the working schedule of each department, hereafter referred to as the "Work

Schedule". The schedule shall be deemed to constitute *Schedule "B"* of this Agreement.

The hours and days of work of each employee shall be deemed to constitute *Schedule "B"* of this Agreement. The hours and days of work of each employee shall be posted in an appropriate place at least two (2) weeks in advance.

**17.04 Winter Control Season (Public Works)**

During the period of November 15 to April 15 only, the working hours as defined in *Schedule "B"* may be adjusted by the public works supervisor subject to the terms of the Collective Agreement to provide for 24-hour coverage, 7 days per week for winter maintenance operations only.

**17.05 Regular Daily Hours (Clerical/Administration)**

The regular daily hours shall not commence before 9:00 a.m. nor finish later than 5:00 p.m. No seven and one half (1/2) hour schedule shall be spread over a period longer than eight (8) hours, with one-half hour paid lunch.

**17.06 Regular Weekly Hours (Clerical/Administration)**

The regular weekly hours shall consist of five (5) seven and one half (1/2) hour days from Monday to Friday, inclusive.

**17.07 Paid Rest Period**

An employee shall be permitted a rest period of fifteen (15) consecutive minutes in both the first half and the second half of each scheduled work period. This time shall not be used to shorten the day.

**17.08 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.

**ARTICLE 18 – OVERTIME**

**18.01 Overtime Defined**

All time worked before or after the regular daily hours, the regular weekly hours or on a paid holiday as provided in *Article 19.01* shall be considered overtime, except if otherwise described in *Schedule "B"*.

**18.02 Compensation for Work Before or After Scheduled Daily Hours**

Overtime work before or after the regular daily hours shall be paid for at the rate of time and one-half, except if otherwise agreed-to in *Schedule "B"*.

**18.03 Compensation for Work on Saturday or Sunday Not Regularly Scheduled**

Overtime work on any Saturday or Sunday not regularly scheduled in accordance with *Schedule "B"* shall be paid at the rate of time and one-half (1 ½ X).

#### **18.04 Compensation for Work on Paid Holidays Not Regularly Scheduled**

Work on a paid holiday when the employee was not scheduled to work shall be paid for at the rate of time and one half for work performed, except for Christmas and New Year's when the rate shall be double time.

#### **18.05 Turn Around Time**

All truck drivers shall follow the MTO standard of a maximum of 13 hours driving each 24-hour period. All truck drivers shall be given a minimum of eight hours of uninterrupted rest after completing 13 hours of driving, as calculated on the driver's daily logbook except in the case of emergency as declared by Council.

All employees shall be given eight hours of uninterrupted rest after completing 16 hours (other than driving) in any 24-hour period, except in the case of emergency as declared by Council.

Employees called or contacted during their eight (8) hours of rest will be paid three hours at straight time rates, except in the case of emergency as declared by Council.

#### **18.06 No Lay off to Compensate for Overtime**

An employee shall not be required to lay-off during regular hours to equalize any overtime worked. This is to include, but not be limited to, any overtime worked as part of the Winter Control schedule, as per Schedule "B".

#### **18.07 Overtime for Part-Time Employees**

Overtime rates for part-time employees shall apply after forty (40) hours in the working week and for all work performed on paid holidays.

#### **18.08 Call-Back Pay Guarantee**

An employee who is called in and required to work outside his/her regular working hours shall be paid for a minimum of three (3) hours at regular rates whenever there is a break between the employees' regularly scheduled hours and the work the employee is called in to do. When the work called back for is completed, the employee shall be allowed to leave.

#### **18.09 Sharing of Overtime**

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

#### **18.10 Minimum Overtime**

Except for emergencies, or on call, overtime work shall be on a voluntary basis.

#### **18.11 Time Off in Lieu of Overtime**

Instead of cash payment for overtime, an employee may choose to receive time off at the overtime rate at a time selected by the employee and approved by management.

There will be a maximum accumulation of 80 hours of overtime at any given time.

## ARTICLE 19 – PAID HOLIDAYS

### 19.01 Paid Holidays

The Employer recognizes the following paid holidays:

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

and any other day declared or proclaimed as a holiday by the federal, provincial, or municipal government, plus;

The last four hours on the employee's last regularly scheduled day or shift prior to Christmas Day and New Year's Day shall be time off at regular pay.

### 19.02 Compensation for Holidays on Saturday or Sunday

When any of the above noted paid holidays fall on a Saturday or Sunday and is not declared or proclaimed as being observed on some other day the following shall apply:

<u>Paid Holiday</u>	<u>Falling on</u>	<u>Day off with Pay in Lieu</u>
New Year's Day	Sat. or Sun.	Monday following
Canada Day	Sat. or Sun.	Monday following
Remembrance Day	Sat. or Sun.	Monday following
Christmas Day	Sat. or Sun.	Friday preceding
Boxing Day	Sat. or Sun.	Monday following

## ARTICLE 20 – VACATIONS

### 20.01 Length of Vacation

An employee shall receive an annual vacation with pay in accordance with the employee's years of employment as follows:

One to and including 2 years of service	2 weeks
Three to and including 8 years of service	3 weeks
Nine to and including 13 years of service	4 weeks
Fourteen years of service and over	5 weeks

### 20.02 Banking Vacation Credits

An employee entitled to three (3) weeks' vacation or more shall be entitled to bank up to a maximum of five (5) working days annual vacation. The banked vacation shall be taken when mutually agreed upon between both parties, within any of the following two (2) vacation years at the rate of pay prevailing when the vacation is taken.

### **20.03 Vacation Pay on Termination**

An employee terminating employment at any time in the vacation year, prior to using his/her vacation may be entitled to a proportionate payment of salary or wages in lieu of such vacation, prior to termination.

## **ARTICLE 21 – SICK LEAVE PROVISIONS**

### **21.01 Sick Leave**

Sick leave shall be earned at the rate of one (1) day per month. Such sick leave may accumulate to a maximum of one hundred and six (106) sick leave days. Employees who do not use any sick leave days within any six-month period shall be granted one incentive day to be taken as either a day off or an extra day's pay. Employees, upon retirement or leaving the Township's employment shall receive monetary reimbursement for fifty percent (50%) of the current value of the accumulated sick leave.

### **21.02 Deductions from Sick Leave**

A deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays) absent for sick leave. Absences for half a day or less be deducted half a day sick leave and for more than half a day, the employee will be deducted a full day from his sick bank.

### **21.03 Proof of Illness**

At the discretion of the Chief Administrative Officer Clerk-Treasurer, an employee may be required to produce a certificate from a licensed medical practitioner for any illness in excess of five (5) working days, certifying that they were unable to carry out their duties due to illness. The employee shall be responsible for the payment of such certificate.

### **21.04 Sick Leave during Leave of Absence and Layoff**

When an employee is given leave of absence under Article 22, with the exception of unpaid leaves pursuant to Article 22.12 which exceeds thirty (30) working days, he/she shall receive sick leave credit for the period of such absence on his/her return to work. When an employee is laid off on account of lack of work, he/she shall not receive sick leave credits for the period of such absence but shall retain his/her cumulative credit, if any, existing at the time of such layoff.

### **21.05 Sick Leave Provisions**

No employee shall have his/her services terminated by virtue of having exhausted his/her sick leave credits.

### **21.06 Sick Leave Records**

Immediately after the close of each calendar year, the Employer shall advise each employee in writing of the amount of sick leave accrued to his/her credit.

### **21.07 Payment for Unused Sick Leave on Termination of Employment**

At the employee's request, the payment of this allowance shall be:

- a) A lump sum payment at the time of termination or retirement.
- b) Converted into a paid pre-retirement vacation equivalent.

**21.08** Where an employee has used up all his sick leave credits, and through illness is unable to carry out his regular duties, he/she will be placed on a leave of absence during which period he/she will not receive pay, vacation pay, statutory holiday pay or sick pay credits but such employee shall continue to accumulate seniority. Such leave of absence shall be limited to a period of two (2) years. If the employee is not able to return to work upon expiration of the leave of absence, he/she shall lose all seniority rights and shall not be eligible for any benefits conferred under this Collective Agreement.

## **ARTICLE 22 – LEAVE OF ABSENCE**

### **22.01 Negotiation Pay Provisions**

Representatives of the Union shall not suffer any loss of pay or benefits for total time involved in negotiations with the Employer upon approval of Council. In the period of six (6) months prior to the termination of this Collective Agreement, each member of the Union Bargaining Committee shall be entitled to three days off without pay to prepare for negotiations.

### **22.03 Leave of Absence for Union Functions**

Upon request to the Employer, an employee elected or appointed to represent the Union at conventions to a maximum of two (2) consecutive days shall be allowed leave of absence without pay and benefits. Leave of absence without pay but without loss of benefits may be allowed to employees to attend executive and committee meetings of CUPE, its affiliated or chartered bodies and any labour organizations with which the Union is affiliated.

### **22.04 Leave of Absence for Union Position**

Upon written request from the Union, a member who has been awarded a Union job will be granted a one-year leave of absence with pay. The Union will reimburse the Corporation the full salary and benefits related to this leave. The leave of absence can be extended for a second year. Upon return from the leave of absence, the employee will benefit from all rights and privileges in the Collective Agreement, and he/she shall be reinstated in his/her previous job with no loss of seniority.

### **22.05 Paid Bereavement Leave**

- a) An employee shall be granted a minimum of five (5) regularly scheduled consecutive workdays, without loss of pay or benefits, in the case of death of the employee's spouse or partner, child, parent, mother-in-law, father-in-law or sibling.
- b) An employee shall be granted a minimum of three (3) regularly scheduled consecutive work days leave, without loss of pay or benefits, in the case of death of a sister-in-law, brother-in-law, grandparent, grandchild, fiancé, or any other relative for whom an employee is required to administer bereavement

responsibilities. An employee shall be granted one (1) day with pay in the case of the death of an aunt, uncle, niece, or nephew.

- c) In recognition of the fact that circumstances, which call for bereavement leave are based on individual circumstances, the Employer, on request, may amend the consecutive workday provision of the clause and/or may grant additional bereavement leave.

#### **22.06 Protection During Pregnancy**

Pregnancy leave shall be considered as a right. Accordingly, no employees shall be laid off or otherwise adversely affected in her employment because of pregnancy. The Employer shall not deny the pregnant employee the right to continue employment during the period of pregnancy.

#### **22.07 Pregnancy and Parental Leave**

Pregnancy and Parental leave shall be as per the *Employment Standards Act*. In addition, at the request of the employee, the Employer may grant a period of up to an additional six (6) months' unpaid leave. During this period, full seniority shall accumulate, and all benefits shall be paid by the employee.

#### **22.08 Seniority Status During Pregnancy and Parental Leave**

While on regular pregnancy and parental leave, an employee shall retain her/his full employment status and rights and shall accumulate all benefits under this Collective Agreement as per the *Employment Standards Act*.

#### **22.09 Procedure upon Return from Pregnancy and Parental Leave**

When an employee decides to return to work after pregnancy and/or parental leave, the employee shall provide the Employer with at least ten working days' notice in writing. On return from pregnancy and parental leave, the employee shall be placed in their former position. If the former position no longer exists, the employee shall be placed in a position in their department of equal rank and value at the same rate of pay as per the *Employment Standards Act*.

#### **22.10 Time Off for Elections**

Each employee shall be provided with up to three (3) consecutive hours for the purpose of voting in a federal, provincial, municipal election or referendum. Such additional time shall be given at the convenience of the Employer as may be necessary to provide for such hours while the polls are open.

#### **22.11 Education Leave and Examinations**

An employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations required for certification, to upgrade his/her employment qualifications.

#### **22.12 General Leave**

An employee may be entitled to a leave of absence without pay and without loss of seniority when he/she requests such leave for good and sufficient cause. Such request shall be in writing and approved by the Employer.

### **22.13 Jury Duty**

The Employer shall pay an employee who is required to serve as a juror or witness under subpoena, the difference between his normal earnings and the payment he/she received for such service, excluding payments for travelling, meals or other expenses. The employee will present proof of service, and the amount of pay received.

## **ARTICLE 23 – PAYMENT OF WAGES AND ALLOWANCES**

### **23.01 Pay Days**

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

The Employer may not make deductions from wages or salaries unless authorized by statute, court order, arbitration order or by this Agreement.

### **23.02 Equal Pay for Work of Equal Value**

Employees shall receive equal pay for work of equal value, regardless of gender.

### **23.03 Rate of Pay on Promotion or Reclassification**

An employee assigned, promoted, or reclassified in accordance with this Collective Agreement to a higher paying position carrying a single rate of pay shall receive the rate of pay and benefits for that position for the time he/she performs that job.

### **23.04 Pay on Temporary Transfer, Higher Rated Job**

When an employee is assigned by a supervisor/manager to a higher paying position for one (1) day or more the employee shall receive the rate of pay for that position for all time spent working in that position.

After temporary assignment in a higher classification for six consecutive months, an employee shall be reclassified into that position until the return of the regular employee.

### **23.05 Pay on Transfer, Lower Rated Job**

Under the terms of this Collective Agreement, when the Employer assigns an employee to a temporary position paying a lower rate, his/her rate shall not be reduced.

### **23.06 On Call Provision**

When an employee is advised that he/she is "on call" that is, immediately available by telephone contact, he/she shall be paid \$1.25/hour.

All hours actually worked by an "on call" employee shall be paid at overtime rates in accordance with *Article 18 -Overtime* of this Agreement, with a minimum of three (3) hours' pay for each call-out.

When an employee has completed the work for which he/she was called, the employee shall contact his/her supervisor/management and may leave his/her employment and return home.

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

### **23.07 Automobile Allowance**

Travel rates paid to an employee using his/her own automobile for the Employer's business shall be as per the Canada Revenue Agency (CRA) automobile expense rate per km for all travel.

## **ARTICLE 24 – EMPLOYEE PENSION PLANS**

### **24.01 Pension Plan**

- a) All full-time employees shall be enrolled in the Ontario Municipal Employees Retirement System (OMERS). All other eligible employees shall be given the option of enrolment in OMERS as outlined within the legislation. The employees and the Employer shall make contributions as required by OMERS.
- b) The parties agree that on occasions where an employee of the Public Works Department works eight (8) consecutive hours, exclusive of a lunch break, in anyone day, such employee shall be credited with eight (8) hours pensionable service notwithstanding that the employee may receive overtime pay for any portion of such eight (8) hour shift.

## **ARTICLE 25 – EMPLOYEE BENEFIT PLANS**

### **25.01 Employer Contributions to Hospital, Medical and Dental Insurance**

Employee benefit plans shall continue for all retirees, their spouses, and their dependents up to age 65 at the employee's cost, when not covered by provincial government programs.

*\*\*\* Refer to your group benefits booklet for further information \*\*\**

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

- 1) Drug plan;
- 2)
  - a) Group Life Insurance Plan and AD & D under which the employee will be insured to the extent of one times (1X) the employee's basic annual earnings to a maximum of \$40,000; including \$5,000 for spouse and \$2,500 for each eligible dependent;
  - b) Retirees with more than 10 years of service will be provided at their own cost, coverage at \$10,000;
- 3) Major medical plan including hearing aid allowance but excluding semi-private coverage;

- 4) Vision plan \$125/12 month period for a person under age 18 or in any 24 months period for any other person;

In the case of absence for illness or disability, the Employer's contribution will be paid to the above plan for a maximum of one year from commencement of absence. Thereafter, the employee may pay the full premiums through the Employer.

### **25.02 Employer Contributions to Group Life Insurance Program**

The Employer shall pay the full cost of the premium for a mutually agreed upon group life insurance and accidental death and dismemberment plan for all employees providing a schedule of benefits equivalent to one time an employee's annual salary. If an employee is on an approved leave of absence at the time of death, the benefit shall be calculated in accordance with the annual rate of earnings prior to the commencement of the leave.

### **25.03 Employer Pay-all Long-Term Disability Plan**

- a) The Employer shall continue the Long-Term Disability Plan based on the terms and conditions in effect at January 1, 2006.
- b) An employee in receipt of long-term disability benefits through the Employer's insurer shall continue to accumulate seniority and shall have his participation in the benefit plans described in this Article for a period of up to two (2) years. Thereafter, he/she shall no longer accumulate seniority, but he/she may continue his participation in the benefit plans at the employee's expense for so long as he/she qualifies for Long Term Disability benefits.

Notwithstanding the provisions of this clause, an employee's participation in the employee group benefits (Article 25.01) plans may be continued by the Employer based on the following schedule:

- 1) Employees with 25 years or more of service - Employer to pay 100% of benefit costs.
  - 2) Employees with 20 years or more of service - Employer to pay 75% of benefit costs.
  - 3) Employees with 15 years or more of service - Employer to pay 50% of benefit costs.
  - 4) Employees with less than 15 years of service may continue their participation in the employee benefit plans by assuming 100% of the premium costs.
- c) An employee in receipt of Long-Term Disability benefits shall be considered on leave of absence without pay. During such period, an employee shall not receive vacation pay, holiday pay or sick leave credits.
  - d) During the twenty-four (24) month period commencing with the onset of disability, an employee who is no longer deemed disabled under the terms of the Employer's Long Term Disability Plan shall have the right to reclaim the job held at the onset of disability or if this job is no longer available a comparable job at a comparable rate of pay.

If the employee is unable to return to work on expiration of the twenty-four (24) month period, he/she shall lose all seniority rights and shall be eligible for any benefits as outlined in Article 25.03 b).

**25.04 Continuation of Benefits on Layoff**

The employee on layoff will have the option of full coverage of benefit plans at the employee's cost for as long as such employee retains seniority rights.

**25.05 Continuation of Benefits during Work Stoppages**

In the event of a work stoppage, the Employer agrees to maintain all insurance, including pension contributions and credits, on behalf of all employees. The Union agrees to reimburse benefits as set out in Article 25.00 of this agreement, to the Employer within 45 working days of receipt of detailed invoices. Such invoice shall be sent to the assigned CUPE National Representative.

**ARTICLE 26 – HEALTH AND SAFETY**

**26.01 Proper Training**

No employee shall be required to work on any job or operate any piece of equipment until he/she has received proper training and instructions.

**26.02 CPR and First Aid Training**

The Employer will make available to a sufficient number of employees the opportunity to attend a properly accredited Cardiopulmonary Resuscitation (CPR) and First Aid Course. Time spent attending this course will be considered as time worked, and the Employer will assume all costs, if any, of this course.

**26.03 First Aid Kits**

A first aid kit shall be supplied by the Employer to each mobile unit of employees and in other appropriate locations as required by WSIB of the Employer.

**26.04** Essential health and safety equipment shall be provided as required. Upon return of worn-out items, the Employer shall replace such items.

**ARTICLE 27 – WORKPLACE SAFETY INSURANCE BOARD COVERAGE**

**27.01 Workplace Safety & Insurance Act**

The *Workplace Safety and Insurance Act* shall cover all employees. Under this *Act*, the Employer agrees to participate as a Schedule 1 employer.

**27.02 Continuation of Rights and Benefits**

An employee receiving temporary or permanent disability benefits through the Workplace Safety and Insurance Board in consideration of an injury sustained while employed by the Employer shall have the right to reclaim the job being performed at the onset of disability or if this job is no longer available, a comparable job at a comparable rate of pay. Such employee shall also be entitled to have his participation continued in the employee benefit plan as described in *Article 25* of this Agreement. The employee's entitlement to the privileges described in this clause shall be limited

to a period of twenty-four (24) months from the onset of disability. Should the employee be unable to resume his regular duties during this twenty-four (24) month period, he/she shall lose all seniority rights; however, he/she shall continue to be eligible for any benefits as outlined in *Article 25.03 b*).

### **27.03 Return to Work**

An employee who is no longer deemed to have a compensable injury shall be placed in his/her former or equivalent position with the Employer.

## **ARTICLE 28**

### **28.01 Restrictions on Contracting-Out**

In order to provide job security for the members of the bargaining unit, the Employer agrees that all work or services normally performed by the employees shall not be sub-contracted, transferred, leased, assigned, or conveyed in whole or in part to any other plant, person, company, or non-union employee unless such contracting out is mutually agreed in writing by the parties.

## **ARTICLE 29 – UNIFORM AND CLOTHING ALLOWANCE**

### **29.01 Boots and Clothing**

Upon presentation of receipts, the Employer shall reimburse all permanent Full-time Public Works employees up to \$650 per calendar year for the purchase of safety work boots and/or work-related clothing.

Upon presentation of receipts, the Employer shall reimburse all Part-time casual Public Works employees \$500 per calendar year for the purchase of safety work boots and/or work-related clothing.

## **ARTICLE 30 – GENERAL CONDITIONS**

### **30.01 Education on the Job**

The Employer recognizes that education is a continuing process. Accordingly, the Employer shall allow the Union to sponsor education functions such as seminars, workshops, lectures, etc. to be held on the Employer's premises during the employees' lunch period, following the regular working day or on weekends.

### **30.02 On-the-Job Training**

The Employer may inaugurate and maintain a system of on-the-job training so that every employee shall have the opportunity to receive training and qualify for promotion or transfer in the event of a vacancy arising. Job training shall only take place when the senior employee is present and is instructing the trainee, provided it does not interfere with the progress of the required work. If certification or license is required for this on-the-job training, such cost will be borne by the employee.

### **30.03 Training Courses**

The Employer shall post any training courses and experimental programs. The bulletin shall contain the following information:

- i) Type of course (subjects and material covered);
- ii) Time, duration, and location of course;
- iii) Minimum qualifications required for applicant.

This bulletin shall be posted for a period of two (2) weeks on bulletin boards in all departments to afford all interested employees an opportunity to apply for such training. All such training will be at the expense of the employee involved except where designated by law.

The qualified applicant with the greatest seniority shall be selected. Time spent in such training shall be considered to be time worked but shall not include homework study time, assignments outside the employee's regular hours of work.

### **30.04 Proper Accommodation**

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

### **30.05 Bulletin Boards**

The Employer shall provide 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.

### **30.06 Communication to Members**

Union representatives are entitled to distribute union literature and to convene union meetings on the Employer's premises during non-working hours.

## **ARTICLE 31 – PRESENT CONDITIONS AND BENEFITS**

### **31.01 Amalgamation, Regionalization and Merger Protection**

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

- 1) Employees shall be credited with all seniority rights with the new employer.
- 2) All service credits relating to vacation with pay, sick leave credits and other benefits shall be recognized by the new employer.

## **ARTICLE 32 – COPIES OF AGREEMENT**

### **32.01 Copies of Agreement**

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and his/her rights and obligations under it. For this reason, the Employer shall print, at its own costs, sufficient copies of the Agreement.

**ARTICLE 33 – GENERAL**

**33.01 Plural or Feminine Terms May Apply**

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

**ARTICLE 34 – TERM OF AGREEMENT**

**34.01 Duration**


This Agreement shall be binding and remain in effect from January 1, 2025, to December 31, 2027, and shall continue from year to year thereafter unless either party gives to the other party notice in writing during the period of between ninety (90) days prior to December 31 in any year that it desires its termination or amendment.


**34.02 Retroactive Pay for Retirees and Deceased Employees**

An employee who has served his/her employment between the termination date of this Agreement and the effective date of the new Agreement shall receive the full retroactivity of any increase in wages, salaries, or other perquisites. The parties agree that this clause does not apply to employees who voluntarily quit or who are terminated for cause.

SIGNED ELECTRONICALLY THIS 20 OF May 2025.

Signed on behalf of the Canadian Union of Public Employees and its Local 4616, C.L.C.

  
Jessica Labelge (2025-05-20 14:08 EDT)

  
Jessica Labelge (2025-05-24 09:38 EDT)



Signed on behalf of the Corporation of the Township of Chisholm

  
Lesley Marshall (2025-05-20 14:01 EDT)



## **SCHEDULES AND APPENDIXES**

Where any schedule or appendix is used, specific reference must be made to them in the body of the Collective Agreement.

**SCHEDULE "A" – WAGE AND SALARY SCALE**

<b>Band</b>	<b>Classifications</b>	<b>Effective January 1, 2024 Hourly Rates</b>	<b>Effective January 1, 2025 Hourly Rates</b>	<b>Effective January 1, 2026 Hourly Rates</b>	<b>Effective January 1, 2027 Hourly Rates</b>
<b>1</b>	Labourer	\$19.08	\$20.42	\$21.24	\$22.09
<b>2</b>	Landfill Site Attendant	\$21.39	\$22.89	\$23.81	\$24.76
<b>3</b>	P/T Equipment Operator Administrative Assistant 2	\$25.80	\$27.61	\$28.71	\$29.86
<b>4</b>	Grader Operator Equipment Operator	\$25.80	\$27.61	\$28.71	\$29.86
<b>5</b>	Administrative Assistant 1 Deputy Clerk Treasurer Assistant Supervisor	\$28.28	\$30.26	\$31.47	\$32.73
<b>6</b>					
<b>7</b>					

## **SCHEDULE "B" - WORK SCHEDULE / WINTER CONTROL**

### **PUBLIC WORKS**

Schedule "B" applies to full-time Public Works employees only.

Prior to the start of the Winter Control season, management will meet with the Public Works employees to discuss an on-call schedule for the upcoming Winter Control season. It is understood that should an agreement between the parties not be achieved, lack of agreement does not preclude management from proceeding with scheduling or assigning work in order to meet the operational requirements of the Winter Control season, in a manner that is in compliance with the Collective Agreement. A copy of the on-call schedule will be provided to the Local Union and the affected employees.

Unless otherwise provided, the regular hours of operation for Winter Control will be 7:30 a.m. to 4:00 p.m., 5 days per week, Monday to Friday with one-half hour unpaid lunch. In the event the services of Winter Control personnel are required prior to 7:30 a.m., management may notify such employees who are on-call of their requirement to report to work before commencement of their regular shift. In such cases, the start of a shift may commence up to 4:00 a.m. and the affected employees will be paid straight time wages for the first 8 hours of operation. Under these circumstances, where an employee is called into work earlier than their normal start time, such employee will be eligible for a thirty (30) minute paid lunch to be taken while on the truck route. When an employee works more than eight (8) hours, all time after eight (8) hours will be paid at the overtime rate.

If a full-time Public Works employee who is not on call is called in to work, they shall be paid a \$16 premium for the shift worked as a result of that call.

Every effort will be made by the Employer to provide employees with twelve (12) hours of notice of a 4:00 a.m. start.

In exceptional cases where employees are required to report to work prior to 4:00 a.m., all hours worked prior to the commencement of the normal starting time of 7:30 a.m. will be compensated at the rate of time and one half, and after 7:30 a.m., straight time hours will be paid for hours worked during the normal shift.

Unless otherwise directed, the Employer will schedule employees off work once the employee has worked the equivalent of eight (8) hours.

In case of emergency, employees may be called on their days off. When called in on other than regular hours, employees must report within one hour.

On-call procedures during the Winter Control Season shall subscribe to Article 23.06 – On-Call Provision.

### **Public Works Employees Winter Bonus**

In further recognition of the Public Works employees' on-call commitment during Winter Control season, the Employer will provide each full-time Public Works employee a bonus of five (5) days of eight (8) hours each, time of with pay. The five (5) days will be provided at the

end of the Winter Control season (as defined by Article 17.04) and will be scheduled at a date approved by management. It is further understood that in the event the employee does not attend a shift after being called in, the bonus will be reduced accordingly by one (1) day.

## SCHEDULE "C" - PART-TIME AND TEMPORARY EMPLOYEES

The terms and conditions of the Collective Agreement shall apply to all contract and part-time and temporary employees except as hereinafter provided.

### Hours of work

1. Part-time and temporary employees who are scheduled to work shall be scheduled to work in order of seniority and by classification as per *Article 17*.
2. A part-time or temporary employee who reports for work on a scheduled working day and is sent home for any reason shall be guaranteed payment of three (3) hours at his/her regular rate.

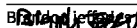
### Vacation

A part-time or temporary employee shall receive an annual percentage of 11% in lieu of vacation pay and benefits to be paid on a bi-weekly schedule. Such payments will be effective the date of ratification of this collective agreement by both parties and will be included with each regular pay thereafter.


SIGNED ELECTRONICALLY THIS 20 OF May 2025.

Signed on behalf of the Canadian Union of Public Employees and its Local 4616, C.L.C.

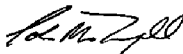
Signed on behalf of the Corporation of the Township of Chisholm

  
Brian J. Grier (2025-05-20 14:08 EDT)

  
Lesley Marshall (2025-05-20 14:01 EDT)

  
Jessica I. abe (2025-05-24 09:38 EDT)





**LETTER OF UNDERSTANDING**

between

The Corporation of the Township of Chisholm

and

Canadian Union of Public Employees and Its Local 4616

**RE: Contract Workers**

It is agreed between the parties that the following positions currently filled by contract arrangements, namely,

Canine Control Officer	Student – Head Lifeguard
By-law Enforcement Officer	Student – Swimming Instructor
Building Inspector	Student – Games and Craft Activity Person


Union dues must be paid after accumulation of 300 hours per year.

shall not come within the terms of the Collective Agreement. These positions will be filled by the Corporation as required and in its discretion through contract arrangements outside of the Collective Agreement. It is understood and agreed that the Union retains jurisdiction to the work of the above positions. In the case where Chisholm Township is amalgamated with any other township, town, or city, or in the case of a third-party intervention, the Union will have the right to have the above positions included in the bargaining unit. This L.O.U. may be terminated in accordance with the provisions of the collective agreement.


SIGNED ELECTRONICALLY THIS 20 OF May 2025.

Signed on behalf of the Canadian Union of Public Employees and its Local 4616, C.L.C.

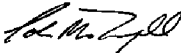
Signed on behalf of the Corporation of the Township of Chisholm

  
Jessica Labelge (2025-05-20 14:08 EDT)

  
Lesley Marshall (2025-05-20 14:01 EDT)

  
Jessica Labelge (2025-05-24 09:38 EDT)





**LETTER OF UNDERSTANDING**

between

The Corporation of the Township of Chisholm

and

Canadian Union of Public Employees and its Local 4616

**RE: Bargaining Unit Positions**

The Council of the Township of Chisholm met on Thursday August 28, 2003, to discuss the matter of the dispute regarding bargaining unit employees.

The Council agrees that the following positions are considered to be members of the bargaining unit.


- |                             |  |
|-----------------------------|--|
| Grader Operator             | Part-time Equipment Operator                     |
| Deputy Clerk-Treasurer      | Occasional Labourer                              |
| Secretary-Receptionist      | Student, with the exception of Head Lifeguard,   |
| Assistant Foreman           | Swimming Instructor and Games and Craft Activity |
| Equipment Operator          | Person   |
| Landfill Site Attendant     | Fence Viewer                                     |
| Administrative Assistant I  | Livestock Evaluator                              |
| Administrative Assistant II | Part-time Assistant Office Administrator         |

This list on positions in no way amends the Letter of Understanding on contract employees dated June 24, 2003. I trust that this resolves the dispute between the parties regarding bargaining unit employees.


SIGNED ELECTRONICALLY THIS 20 OF May 2025.

Signed on behalf of the Canadian Union of Public Employees and its Local 4616, C.L.C.

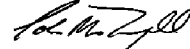
Signed on behalf of the Corporation of the Township of Chisholm

  
Brenda [unclear] (2025-05-20 14:08 EDT)

  
Lesley Marshall (2025-05-20 14:01 EDT)

  
Jessica Labrecque (2025-05-24 09:38 EDT)





**LETTER OF UNDERSTANDING**

between

The Corporation of the Township of Chisholm

and

Canadian Union of Public Employees and its Local 4616

**RE: Deputy Clerk**


The parties agree that Council has the right to engage the services of a Deputy-Clerk who shall not be a member of CUPE Local 4616-01 to record the minutes of closed sessions as they relate to labour relations and employee negotiations ONLY.

Prior to implementation, the parties further agree that the Union will be provided with a copy of the by-law appointing the Deputy-Clerk for concurrence of the parties.


SIGNED ELECTRONICALLY THIS 20 OF May 2025.

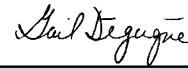
Signed on behalf of the Canadian Union of Public Employees and its Local 4616, C.L.C.

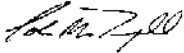
Signed on behalf of the Corporation of the Township of Chisholm

  
Jessica Labrecque (2025-05-20 14:08 EDT)

  
Lesley Marshall (2025-05-20 14:01 EDT)

  
Jessica Labrecque (2025-05-24 09:38 EDT)





**LETTER OF UNDERSTANDING**

between

The Corporation of the Township of Chisholm

and

Canadian Union of Public Employees and its Local 4616

**RE: Internal Equity Process**

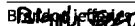
During the negotiation process for the renewal of the Collective Agreement expiring December 31<sup>st</sup>, 2024, parties discussed the Internal Equity process, including review of existing job descriptions.

The parties agree to subject the roles included in this Collective Agreement to job evaluation pursuant to the Township's Pay Equity Plan, during the renewal term beginning January 1, 2025.


SIGNED ELECTRONICALLY THIS 20 OF may 2025.

Signed on behalf of the Canadian Union of Public Employees and its Local 4616, C.L.C.

Signed on behalf of the Corporation of the Township of Chisholm

  
Brad Jeffrey (2025-05-20 14:08 EDT)

  
Lesley Marshall (2025-05-20 14:01 EDT)

  
Jessica Labelle (2025-05-24 09:38 EDT)



