



COLLECTIVE AGREEMENT

BETWEEN

**THE TOWNSHIP OF
EDWARDSBURGH/CARDINAL**

AND

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 2311-01**

Expiring December 31, 2028

<u>ARTICLE NO.</u>	<u>TABLE OF CONTENTS</u>	<u>PAGE NO.</u>
PREAMBLE.....		3
ARTICLE 1 - MANAGEMENT RIGHTS AND NO DISCRIMINATION.....		4
ARTICLE 2 - RECOGNITION AND NEGOTIATIONS.....		5
ARTICLE 3 - UNION MEMBERSHIP REQUIREMENT.....		6
ARTICLE 4 - UNION DUES.....		6
ARTICLE 5 - CORRESPONDENCE.....		6
ARTICLE 6 - LABOUR-MANAGEMENT BARGAINING RELATIONS.....		6
ARTICLE 7 - GRIEVANCE PROCEDURE.....		8
ARTICLE 8 - ARBITRATION.....		12
ARTICLE 9 - SENIORITY.....		12
ARTICLE 10 - PROMOTION AND STAFF CHANGES.....		14
ARTICLE 11 - LAYOFFS AND RECALLS.....		14
ARTICLE 12 - HOURS OF WORK.....		16
ARTICLE 13 - OVERTIME.....		17
ARTICLE 14 - HOLIDAYS.....		17
ARTICLE 15 - VACATION.....		18
ARTICLE 16 - SICK LEAVE PROVISIONS.....		19
ARTICLE 17 - LEAVE OF ABSENCE.....		20
ARTICLE 18 - PAYMENT OF WAGES AND ALLOWANCES.....		22
ARTICLE 19 - EMPLOYEE BENEFIT PLANS.....		23
ARTICLE 20 - GENERAL CONDITIONS.....		25
ARTICLE 21 - HEALTH AND SAFETY.....		25
ARTICLE 23 - JOB DESCRIPTIONS.....		26
ARTICLE 24 - TERM OF CONTRACT.....		26
APPENDIX A - WAGE RATES.....		28
APPENDIX 1.....		30
MEMORANDUM OF AGREEMENT - RE: ASSISTANT CHIEF WATER/SEWER OPERATOR..		31
MEMORANDUM OF AGREEMENT - RE: COOP STUDENTS.....		32
MEMORANDUM OF AGREEMENT - RE: ROAD PATROL.....		33
MEMORANDUM OF AGREEMENT - RE: TICKET TRAINING.....		34
LETTER OF UNDERSTANDING - RE: LINES OF PROGRESSION FOR PUBLIC WORKS.		35

DEFINITIONS

In this Collective Agreement:

- (a) "Employer" means The Corporation of the Township of Edwardsburgh/Cardinal.
- (b) "Union" means The Canadian Union of Public Employees and its' Local 2311-01.
- (c) "Employee" means an employee of the Township of Edwardsburgh/Cardinal for which the Canadian Union of Public Employees (C.U.P.E.) and its' Local 2311-01 is the recognized collective bargaining agent.
- (d) The male form of any noun or pronoun includes the female form also.

Employee Classification

All Employees of the Employer are classified as follows:

Full-time employee is one who is regularly scheduled annually to work the full-time normal hours set out in the respective departments.

Working Hours: Normal working hours shall be 40 hours per week for full-time employees.

- (e) Student is defined as an employee that works during the school vacation periods. Vacation periods are the normal Christmas break, spring break and summer break.
- (f) "Working Day" means Monday to Friday inclusive, excluding statutory holidays.

PREAMBLE

It is the purpose of both parties to this Agreement:

1. To maintain the existing harmonious relations between the Employer and the Union.
2. To recognize the mutual value of joint discussions and negotiations in matters pertaining to working conditions, employment and to provide an amicable method of settling any differences or grievances which may possibly arise.

ARTICLE 1 - MANAGEMENT RIGHTS AND NO DISCRIMINATION

1.01 Labour-Management Responsibilities

The Union recognizes the right of the Employer to:

- i. Manage its' affairs in all aspects in accordance with its responsibilities and the right, powers and functions conferred upon the Employer by statutes and/or by-laws of the municipality.
- ii. Maintain order, discipline and efficiency and in connection therewith to make, alter, and enforce from time to time reasonable rules and regulations, policies and practices to be observed by its employees. The Employer recognizes that the foregoing is subject to such procedures, regulations and/or restrictions governing the exercise of these rights and that they are consistent with provisions of this Agreement and subject to the right of the employee(s) to lodge a grievance in the manner and extent herein provided.
- iii. Select, hire, discipline, discharge, transfer, assign to shifts, promote, demote, classify, layoff, recall, suspend, and retire employees.

1.02 The Union and the Employer recognize and accept the provisions of this collective agreement as binding upon themselves, each of their duly appointed officers, and pledges that they and each of their duly authorized officers and employees will observe the provisions of this agreement.

1.03 No Discrimination

The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practised by either party with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, classification, discharge or otherwise by reason of age, race, creed, colour, national origin, religion, political affiliation or activity, sex or marital status, family relationship, place of residence, physical handicap, nor by reason of membership or activity in the Union.

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

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

ARTICLE 2 - RECOGNITION AND NEGOTIATIONS

2.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees and its Local 2311-01 as the sole and exclusive collective bargaining agent for all employees of the Corporation of Edwardsburgh/Cardinal in the Township of Edwardsburgh/Cardinal, save and except supervisors, persons above the rank of supervisor, office, clerical and technical personnel, persons employed for not more than twenty-four (24) hours per week, and all employees who are subject to existing collective agreement, students employed during the school vacation periods and temporary employees employed for special work programs.

The Employer agrees to discuss with the Union and the Union agrees to co-operate with the Employer regarding special work programs that are sponsored by the Federal or Provincial Governments.

Effective the date that the incumbent vacates the position of Assistant Chief Water/Sewer Operator, the position Assistant Chief Water/Sewer Operator shall be excluded from the bargaining unit.

2.02 Work of the Bargaining Unit

Employees of the Employer who are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit that would result in:

- a) a layoff of employees in the bargaining unit;
- b) a planned permanent reduction in the regularly scheduled hours of work;
- or
- c) prevent the creation of other permanent bargaining unit positions;

2.03 Employees may be temporarily hired to replace bargaining unit employees who are absent due to illness or approved leave of absence providing no bargaining unit employee is available to do the job.

2.04 No Other Agreement

No employee shall be required or permitted to make a written or verbal agreement with the Employer or its representatives which may conflict with the terms of this collective agreement.

ARTICLE 3 - UNION MEMBERSHIP REQUIREMENT

3.01 Union Membership

As a condition of employment, all employees shall, within thirty (30) days of employment, become and remain members in good standing according to the constitution and by-laws of the Union. (Subject to the *Labour Relations Act 1995*).

ARTICLE 4 - UNION DUES

4.01 The Employer shall deduct from those employees in the bargaining unit such Union dues levied by the Union on its members. The Union shall give to the Employer no less than one (1) month's notice of any change in Union dues.

4.02 Deductions

Deductions shall be made from each pay and shall be forwarded to the National Secretary-Treasurer not later than the 20th day of the following month, accompanied by a list of the names, addresses and classification of employees from whose wages the deductions have been made.

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

ARTICLE 5 - CORRESPONDENCE

5.01 All correspondence between the parties arising out of this agreement or incidental thereto, shall pass to and from the Chief Administrative Officer of the Township of Edwardsburgh/Cardinal and the Secretary and the President of the Union.

5.02 The Employer shall provide the Local Union President with notice of employees hired by or who resign from the Township.

ARTICLE 6 - LABOUR-MANAGEMENT BARGAINING RELATIONS

6.01 Union Bargaining Committee

A Union Bargaining Committee shall be elected or appointed and consist of not more than three (3) members of the Union with one (1) member being an observer. The Union will advise the Employer of the Union members of the Committee.

It is understood that the observer would be allowed conditional upon there being no disruption to the Employer's operations and there are no costs incurred by the Employer.

6.02 Union Representation

The Union shall have the right to the presence and/or assistance of National or Regional representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer. Such representative(s) or advisor(s) shall have access, upon request, at a time mutually agreed upon, to the Employer's premises in order to investigate and assist in the settlement of a grievance.

6.03 Labour-Management Meetings

Employees who are members of the Union Bargaining Committee shall have the right to attend negotiation and grievance meetings held within working hours without loss of remuneration.

Employees who are members of the Labour Management Committee shall have the right to attend meetings held within working hours without loss of remuneration.

It is understood that this article applies only to jointly held Labour-Management meetings.

6.04 Labour/Management Committee

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

6.05 Function of Committee

The Committee shall concern itself with the following general matters:

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

6.06 Meetings of Committee

The Committee shall meet at least once every three (3) months at a mutually agreeable time and place. Its members shall receive a notice and agenda of the meeting at least five (5) days in advance of the meeting. Employees shall not suffer any loss of pay for time spent with this Committee.

6.07 Chairperson of the Meeting

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

The Chairperson of a meeting is responsible for preparing the agenda for that meeting and distributing it to the Committee members in accordance with the timeline set out in article 6.06.

6.08 Minutes of Meeting

Minutes of each meeting of the Committee shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting. The Union, the CUPE Representative and the Employer shall each receive two (2) signed copies of the minutes within five (5) days following the meeting.

6.09 Potential Employees

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

6.10 New Employees

On commencing employment in a position within the bargaining unit, the employee's immediate supervisor or other representative of the employer will introduce the new employee to their Union Steward or Local Union Executive member as designated by the Union.

The representative designated by the Union will be given an opportunity to meet privately with each new employee during the first month of employment to acquaint them with the structure, benefits, and duties of union membership. A maximum of fifteen minutes will be allowed for this purpose within regular working hours and without loss of pay for either employee.

ARTICLE 7 - GRIEVANCE PROCEDURE

7.01 Recognition of Union Steward and Grievance Committee

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the right and duties of the Union Grievance Committee and the Union Stewards.

The Stewards shall assist any employee which the Steward represents, in preparing and presenting a grievance in accordance with the grievance procedure. The Union shall notify the Employer in writing of the name of each Steward and the names of the members of the Union Grievance Committee and they shall thereupon be recognized by the Employer.

7.01 Continued

The Union shall be responsible for maintaining a current list of names for the above listed officers.

7.02 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 Stewards are employed full time by the Employer and that they will not leave their work during working hours except to perform their duties under this agreement. Stewards shall not leave their work without obtaining the permission of their supervisor. In obtaining such permission, the Stewards shall state their destination and report again to their supervisor at the time of their return to work.

7.03 Definition of Grievance

A grievance shall mean any difference or dispute arising out of the interpretation, application, administration or alleged violation of the Collective Agreement. A grievance signed and dated by the employee and another member of the Union must be submitted in writing to the Employer within fifteen (15) calendar days of the event giving rise to the grievance.

It is agreed that an employee will discuss and attempt to resolve a complaint with the Supervisor prior to filing a grievance.

7.04 Settling of Grievance

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

Step 1: The aggrieved employee(s) will submit the grievance to his Steward. If the employee's Steward is absent, he may submit his grievance to another member of the Grievance Committee. 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 consider the grievance to be justified, they will first seek to settle the dispute with the employee's supervisor. The supervisor shall render his or her decision within five (5) working days after receipt of such grievance.

Step 3: Failing settlement being reached in Step 2, the Grievance Committee will submit the written grievance to the Chief Administrative Officer, who shall meet with the Union and who shall render his/her decision within five (5) working days after receipt of such grievance.

Step 4: Failing a satisfactory settlement being reached in Step 3, the Union may refer the dispute to arbitration.

7.05 Mediation

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

7.06 Policy Grievance

(a) Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, steps 1 and 2 of this article may be bypassed.

(b) Employer Grievance

An Employer grievance shall be presented in writing to the Union Steward (or designate) within ten (10) working days after the occurrence of the circumstances giving rise to the grievance. The Employer and the Union shall meet within ten (10) working days of the receipt of the Employer's grievance by the Union. The Union shall provide its decision in writing within five (5) working days after the meeting. Failing settlement, the Employer may refer the matter to arbitration in accordance with the provisions of Step 4 of the Grievance Procedure and Article 8 Arbitration.

7.07 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 Employer in the manner provided in the grievance procedure. Such a grievance shall commence at step 2.

7.08 Time Limits

The time limits in both the grievance and arbitration procedure may be extended by mutual consent of the parties.

7.09 Replies in Writing

Replies to grievances stating reasons shall be in writing at all stages.

7.10 Warning

The Employer shall notify an employee in writing, with a copy to the President of the Union Local, of any expression of dissatisfaction concerning his work, within ten (10) working days of the event of the complaint. The report shall include particulars of the work performance which led to such dissatisfaction and shall become part of the employee's record. Further information may be added to an existing report after the ten (10) working days, with a copy to the President of the Union Local. The employee's reply to such complaint, accusation or expression of dissatisfaction shall become part of his record. These reports shall be removed from the employee file after not more than eighteen (18) months from the date of the report and no further report of any kind has been recorded. Notwithstanding the foregoing, reports arising from violations of the Township's Workplace Violence and Harassment Policy shall be removed from the employee file after not more than thirty-six (36) months from the date of the report and no further report of any kind has been recorded.

7.11 Access to Personnel File

An employee shall have the right at any time during normal municipal office hours to have access to review his personnel file in the presence of the Chief Administrative Officer or his designate and shall have the right to respond in writing to any document contained therein. Such reply shall become part of the employee's record.

7.12 Right to Have a Union Steward

An employee shall have the right to have a Union Steward or Local Union Executive member present at any discussion with supervisory personnel which the employee believes might be the basis of disciplinary action. Where a Supervisor intends to interview an employee for disciplinary purposes, the Supervisor shall advise the employee in advance of the purpose of the interview in order that the employee may arrange for the presence of a Steward at the interview. A Steward or Local Union officer shall have the right to consult with a C.U.P.E. staff representative and to have his presence at any discussion with supervisory personnel which might be the basis of disciplinary action.

7.13 Suspension and Discharge

An employee who has not completed his probationary period may be released without appeal through the grievance procedure. Prior to suspending or discharging an employee, such employee shall be given reason(s) in the presence of his Union Steward or Local Union Executive member. Such employee and the Union shall be advised in writing by the Employer of the reason(s) for such suspension or discharge.

7.14 Driver's License Suspension

An employee whose driver's license is suspended for any length of time and who requires his license for the job may be placed in another position for which he is qualified. The transfer of such an employee shall be subject to the following:

1. There is sufficient work available.
2. The employee is qualified to perform the available work. If insufficient work is available, the employee will be subject to layoff for the term of the license suspension.
3. The rate of remuneration shall be adjusted to reflect the classification of the new position occupied by the employee.
4. That no other employee is displaced.

7.15 Progressive Discipline

The parties agree with the value of progressive discipline except for serious offences, single instances of which can result in suspension or termination, discipline will be applied in a progressive manner:

- Verbal discipline
- Written discipline
- Progressively longer suspensions
- Discharge

ARTICLE 8 - ARBITRATION

8.01 When the Union or the Employer requests that a grievance be submitted to arbitration, both parties shall comply with the procedure as outlined under Sections 48, 49 and 50 of the *Ontario Labour Relations Act, 1995*. The Employer and the Union shall be responsible for their own costs during the arbitration.

ARTICLE 9 - SENIORITY

9.01 Seniority Defined (Type of Seniority Unit)

Seniority is defined as the length of service in the Bargaining Unit. For Employees in the bargaining unit as of January 1, 2001, seniority shall include service with the Employer prior to the certification of the Union. Seniority shall be an important factor in determining preference of priority for promotion, transfer, demotion, layoff, permanent reduction of the work force, and recall, as set out in other provisions of this agreement. Seniority shall operate on a bargaining unit wide basis.

9.02 Seniority List

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on the Township workplace bulletin boards in January of each year.

9.03 Probation

A newly hired employee shall serve a probationary period of 520 hours of active service from the date of hiring and no dispute concerning the termination of such employee shall be considered under the grievance or arbitration procedure as outlined in this Agreement.

The probationary period may be extended up to an additional 520 hours with consultation and agreement with the Union.

During the probation period, the employee shall be entitled to all other rights and benefits of this agreement.

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

9.04 Seniority

Seniority shall accumulate under the following circumstances:

1. a) when the employee is on the payroll of the Employer in a bargaining unit position;
- b) when the employee is off the payroll due to layoff for not more than twelve (12) months;
- c) when the employee is off the payroll due to an accident and when the employee is receiving compensation under the *Workplace Safety and Insurance Act*, and when the employee has not accepted employment with another employer;
- d) when the employee is off the payroll on any leave of absence authorized by the Employer and/or under the provisions of this agreement;
- e) when the employee is on short or long term salary continuance.

An employee shall lose all seniority and shall be deemed to be terminated/discharged when the employee:

2. a) voluntarily resigns in writing and does not rescind resignation within 24 hours;
- b) leaves the employment of the Employer or is absent from work without authorization for a period in excess of five (5) working days unless good and sufficient reason is given to the Employer, in which case it shall be deemed to be a voluntary termination;
- c) is discharged and not reinstated;
- d) is off the payroll for a continuous period for more than eighteen (18) months as a result of a layoff;
- e) fails to report within five (5) working days after having been notified of a recall to work following layoff, unless it has not been reasonably possible to contact the employee;
- f) fails to return to work upon termination of authorized leave of absence. Such failure shall be considered a voluntary termination, unless it has not been reasonably possible for the employee to contact the Employer.

ARTICLE 10 - PROMOTION AND STAFF CHANGES

10.01 Job Postings

When a new position is created, or when a vacancy occurs within the bargaining unit which the Employer intends to fill, the Employer shall notify the Union in writing and post notice of the position on the Township workplace bulletin boards for a minimum of five (5) working days, so that all members will know about the vacancy or new position.

10.02 Information in Postings

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

Such qualifications may not be established in an arbitrary or discriminatory manner.

10.03 Role of Seniority in Promotion and Transfers

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, appointment shall be made of the applicant with the greatest seniority and having the required qualifications in accordance with Article 10.02.

10.04 Trial Period

The successful applicant shall be placed on trial for a period of three (3) months. Conditional on satisfactory service, the employee shall be declared permanent after the period of three (3) months. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, he shall be returned to his former position, wage or salary rate, without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his former position, wage or salary rate, without loss of seniority.

ARTICLE 11 - LAYOFFS AND RECALLS

11.01 Definition of Layoff

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

11.02 Role of Seniority in Layoffs

Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of layoff, employees shall be laid off in the reverse order of their bargaining unit wide seniority. An employee about to be laid off may bump any employee within the bargaining unit, with less seniority, providing the employee exercising the right is qualified to perform the work of the less senior employee. The employee exercising the right shall receive the rate of pay for the employee bumped.

11.03 Recall Procedure

Employees shall be recalled in the order of their seniority by registered mail.

11.04 No New Employees

New employees shall not be hired into Bargaining Unit positions until those laid off employees have been given an opportunity of recall, providing the recalled employee has the necessary qualifications.

11.05 Layoff Notice

In the case of layoff, the Employer shall advise the Union fifteen (15) working days prior to the effective date of the layoff. The Employer shall administer notice of layoff in accordance with the *Employment Standards Act*.

11.06 Grievance on Layoffs and Recalls

Grievances concerning the layoffs and recalls shall be initiated as in step 3 of the grievance procedures.

11.07 Department Transfers

An employee may be transferred from one department to another for thirty (30) working days or less to avoid a layoff.

11.08 Pay on Temporary Transfer, Higher Rated Job

When an employee is assigned temporarily to a position paying a higher rate of pay, he shall receive the rate of pay for that classification.

11.09 Pay on Temporary Transfer, Lower Rated Job

When an employee is assigned temporarily to a position paying a lower rate of pay, his rate shall not be reduced.

ARTICLE 12 - HOURS OF WORK

12.01 Public Works Department

- (a) The normal hours of work shall be forty (40) hours per week, 8-1/2 hours per day, Monday to Friday inclusive with a one-half (1/2) hour unpaid lunch break as follows: 7:00 a.m. to 3:30 p.m.
- (b) When eight (8) hours have been worked and the work is finished, the Employee may be asked to quit for the day but it shall be the Employee's option to finish then or to work until the end of his regular workday.

Public Works Department Summer Hours - June 1st to August 31st

- (c) The normal hours of work shall be forty (40) hours per week, 10-1/2 hours per day, four (4) days per week, Monday to Thursday inclusive with a one-half (1/2) hour unpaid lunch break. The daily hours of work will be 6:30 a.m. to 5:00 p.m.

12.02 Recreation and Facilities Management Department

The normal hours of work shall be forty (40) hours per week.

Arena

Week Days: the normal work day shall be no longer than ten (10) hours per day.

Weekends: the normal work day shall be no longer than ten (10) hours per day with every second weekend off.

Parks

The normal hours of work shall be forty (40) hours per week, 9 1/2 hours per day, Monday to Thursday inclusive with a one-half (1/2) hour unpaid lunch break and four (4) hours on Friday. The daily hours of work will be 7:00 a.m. to 4:30 p.m. with one-half (1/2) hour unpaid lunch break Monday to Thursday and 7:00 a.m. to 11:00 a.m. on Friday.

The schedule of hours for Facility Attendants will be posted one (1) month prior to the commencement of a three (3) month schedule.

12.03 Environmental Services Department

The normal hours of work shall be forty (40) hours per week, Monday to Thursday 6:30 a.m. to 3:30 p.m. (includes a one half 1/2 hour unpaid lunch break) and on Friday 6:30a.m. to 12:30 p.m.

12.04 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 a shift.

ARTICLE 13 - OVERTIME

13.01 Overtime

Payment for overtime must be authorized in advance by Department Heads. Employees shall be paid at time and one-half (1 ½) their regular rate of pay for hours worked beyond their scheduled work day, and for work on a day off.

13.02 Call-In or Call-Back

- (a) An employee who is called in or called back shall report to the appropriate work site within one hour of receiving the call-in or call-back. The employee shall receive one (1) hour's pay at overtime rates.
- (b) An employee who is called to work outside his regular working hours shall be paid for a minimum of three (3) hours at overtime rates. An employee may leave his employment and return home when he has completed the work for which he was assigned.

13.03 Overtime – Time Off in Lieu

Employees who work overtime may take time off, at time and a half (1 ½), during regular hours in lieu of overtime pay, provided the scheduled time off is agreed to by their supervisor.

An employee can accumulate up to eighty (80) hours in banked overtime.

Up to eighty (80) accumulated banked overtime hours may be carried over into the next calendar year.

13.04 Distribution of Overtime

Overtime shall be distributed as fairly as possible between all employees who are willing and qualified to perform such work. In considering equal distribution of overtime, the Employer will look at the hours worked or refused.

ARTICLE 14 - HOLIDAYS

14.01 Statutory Holidays -- Full-Time Positions

The Employer recognizes the following as paid holidays:

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

14.01 Continued

plus any other day declared or proclaimed as a holiday by the Federal, Provincial or Municipal Government. Employees shall be compensated for each of the above holidays by the amount that they are regularly scheduled to work on the holiday or the designated holiday.

The Employer further recognizes two (2) additional floating holidays (a total of sixteen (16) hours) to be taken during the calendar year. Scheduling of these days must be approved by the employee's supervisor.

14.02 Stat Holidays

Hours worked on a statutory holiday shall be paid at the rate of one and one-half (1 ½) times the employee's normal straight time plus another day off with pay or two and one-half times (2 ½) without another day off.

14.03 Holidays on Scheduled Day Off

When any of the Holidays listed in Article 14.01 falls on an employee's day off, he shall receive another day off with pay. The alternate day off shall be arranged by mutual agreement between the employee and the Department Supervisor.

ARTICLE 15 - VACATION

15.01 Vacation Leave

Each Employee shall receive an annual vacation with pay according to the following schedule calculated from the date of full time employment:

After one year's service from the date of full time employment	Ten (10) days per year
On January 1 st in the year that an Employee completes three (3) years of service from the date of full time employment	Fifteen (15) days per year
On January 1 st in the year that an Employee completes nine (9) years of service from the date of full time employment	Twenty (20) days per year
On January 1 st in the year that an Employee completes fifteen (15) years of service from the date of full time employment	Twenty-five (25) days per year
On January 1 st in the year that an Employee completes twenty (20) years of service from the date of full time employment	Thirty (30) days per year.
On January 1 st in the year that an Employee completes thirty (30) years of service from the date of full-time employment	Thirty-five (35) days per year

For each additional year of service after thirty (30) years, an employee will receive another day of vacation, to a maximum of forty (40) days per year.

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

15.02 Compensation for Holidays Falling Within Vacation Schedule

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

15.03 Vacation Schedule

Employees (except Arenas) shall submit their preferred vacation period (a minimum of two weeks less than their annual vacation amount) by February 28th of each year. Approved vacation schedules shall be posted March 31st of each year, and shall not be changed without the consent of the affected employees. All remaining allotment of yearly vacation shall be submitted by September 1st of each year (excluding a two week carryover if desired). Vacations shall commence immediately following an employee's regularly scheduled days off. Vacation requests in one week blocks shall be approved prior to individual days(s).

Arena Employees shall submit their preferred vacation period (a minimum of 40 hours) by February 28th of each year. Approved vacation schedules shall be posted March 31st of each year, and shall not be changed without the consent of the affected employees. All remaining allotment of yearly vacation shall be submitted by September 1st of each year (excluding a two week carryover if desired). Vacation shall commence immediately following an employee's regularly scheduled days off. Vacation requests in one week blocks shall be approved prior to individual day(s).

15.04 Work During Vacation

No employee shall be required to work during his/her scheduled vacation period. However, should an employee agree to work when requested during his/her scheduled vacation, he/she shall be paid at one and one-half (1 ½) times the regular rate of pay plus one (1) vacation lieu day off for each day in which work was performed.

15.05 Approved Leave of Absence During Vacation

Where the employee qualifies for sick leave, bereavement, or any other approved leave during his period of vacation, there should be no deduction from vacation credits for such absence. The period of vacation so displaced shall be added to the vacation period.

ARTICLE 16 - SICK LEAVE PROVISIONS

16.01 Sick Leave Defined

Sick leave means the period of time an employee is absent from work due to illness with full pay.

16.02 Amount of Paid Sick Leave

Employees will be granted sixty-four (64) hours sick leave days on the first of January of each year for disabilities that do not qualify for benefits under the Short Term or Long Term Disability Insurance Plan that is being provided to employees, or Workplace Safety & Insurance Board Benefits. Time may be taken in one (1) hour increments.

At the end of each calendar year, an employee's unused sick leave days shall be paid out to the employee at fifty per cent (50%) of the remaining entitlement.

16.03 Personal Paid Leave

Employees will be granted twenty (20) paid personal hours the first of January of each year. Employees are to arrange personal hours off with their supervisor and must have the Supervisor's approval.

16.04 Reporting Sick

a) An employee shall report his illness to his supervisor at least one (1) hour prior to the commencement of his shift. If the illness is not reported within these terms, the employee will forfeit his sick pay day.

b) Employees shall be required to produce a certificate from a medical practitioner for any illness in excess of three (3) working days, certifying that they were unable to carry out their duties due to illness. Such certificate, if required, shall be paid for by the Employer.

16.05 Sick Leave During Leave/Layoff

When an employee is laid off on account of lack of work, he shall not receive sick leave credits for the period of such absence but shall retain cumulative credits, if any, existing at the time of such layoff. Such sick leave credits, however, cannot be used during layoffs.

16.06 Sick leave shall be used only for absences due to sickness.

16.07 Workplace Safety and Insurance Board

When an Employee is off work due to a work related injury and will be receiving WSIB compensation, the Employer will pay the Employee until they receive their WSIB payment and the Employee will reimburse the Township once they receive that payment.

ARTICLE 17 - LEAVE OF ABSENCE

17.01 Paid Bereavement Leave

An employee shall be granted five (5) consecutive working days bereavement leave without loss of pay or benefits, in the case of death of a parent, wife, husband, fiancé, son, daughter, brother, sister, or step equivalent as appropriate, or as approved by the Employer.

17.01 Continued

An employee shall be granted four (4) consecutive working days bereavement leave without loss of pay or benefits, in the case of death of a father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparent, grandchild, son-in-law, daughter-in-law, or step equivalent as appropriate, or as approved by the Employer.

An employee shall be granted a maximum of three (3) working day bereavement leave without loss of pay or benefits, in the case of death of an aunt, grandparent-in-law, uncle, niece, or nephew, or step equivalent as appropriate.

When an employee is required to assist as a pallbearer, two (2) day's leave shall be granted without loss of pay. In the event that the funeral is held in excess of 500 km from the Township boundary, one (1) extra day will be granted.

For the purpose of definition, brother-in-law and sister-in-law shall be the brother or sister of the employee's spouse.

Employees shall be granted one (1) additional day of bereavement leave for future use for the actual interment or a memorial service.

17.02 Paid Jury or Court Witness Duty Leave

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

17.03 Leave for Court Appearance

In the event that an employee is accused of an offence which requires a Court Appearance, he shall be entitled to a leave of absence without loss of seniority, but without pay. The employee shall inform his immediate supervisor of the date and time of the court appearance.

17.04 General Leave

An employee may apply, in writing, for leave of absence without pay.

17.05 Leave of Absence for Union Business

Upon receipt of a written request, four (4) weeks in advance, the Employer may grant leave of absence without pay and without loss of seniority or benefits for any employee to attend union business. Approval shall not be withheld without just cause. It is recognized that such absence shall not exceed in total ten (10) working days per calendar year.

- 17.06 Employees elected or appointed as salaried representatives of their Union may be granted leave of absence without pay and without loss of seniority while so engaged, provided it is operationally feasible and with a written request made by the Union. It is understood that not more than one (1) employee in the bargaining unit may be on such leave at the same time. Such leave shall be for a period of up to two (2) calendar years from the date of appointment unless extended for a further specific period by agreement of the parties in writing. Seniority and service shall accumulate during such leave to the maximum provided, if any, under the provisions of the Collective Agreement.

ARTICLE 18 - PAYMENT OF WAGES AND ALLOWANCES

18.01 Pay Days

The Employer shall pay wages every second Thursday, in accordance with Schedule "A" attached hereto and forming part of this agreement. On each pay day, each employee shall be provided with an itemized statement of his wages, overtime, and other supplementary pay and deductions. Any questions from an employee regarding calculation of his wages will be directed to the Chief Administrative Officer or his designate.

18.02 On-Call Duty Allowance

Any employee who is required to be on call at the direction of the employer shall receive a lump sum of three hundred and fifty dollars (\$350.00) per week. During the weeks when one of the Paid Holidays mentioned in Article 14.01 occurs, an additional one hundred dollars (\$100.00) will be paid for that day.

Environmental Services employees will be responsible for all operations from Thursday evening at 4:00 p.m., until the following Thursday evening at 4:00 p.m. Rotation of the designate "on duty environmental operator" will be determined by the Chief Water/Sewer Operator.

Employees who are required to report to work shall be paid at the applicable overtime rate and minimum call-in and/or call-back in accordance with the Collective Agreement Article 13.

18.03 Clothing

Each employee will be paid a two hundred and seventy-five dollar (\$275.00) clothing allowance per year payable in December of each year provided the Employee has completed an unbroken twelve months' employment in the year. Employees with broken service in the year shall be paid that proportion of the clothing allowance equal to the number of months worked that year. (Payment shall be made in accordance with the practice as of December 2000.) As required, the Employer shall supply gloves, safety glasses, prescription safety glasses, shirts (as required), safety hard hats and a CSA approved hockey helmet.

18.03 Continued

The Employer shall supply one (1) pair of CSA approved safety boots per year. Recreation and Facilities Management, Public Works and Environmental Services Department employees shall be supplied with one (1) jacket every two (2) years with identification flashers, no later than January 1st of that second year.

18.04 Meal Allowance

- a) An employee who works in excess of two (2) hours at the end of their shift will be paid a meal allowance of twenty (\$20.00) dollars. The employer shall allow a one-half (½) hour break with pay.
- b) In the case of a call-in or call-back, an employee shall be entitled to be paid a meal allowance of twenty (\$20.00) dollars if they work more than four (4) hours. The Employer shall allow a one-half (½) hour meal break with pay.

18.05 A shift premium of shall be paid to all employees in the Recreation and Facilities Management Department who work night and or weekend shifts in accordance with the following schedule:

January 1, 2025:	\$1.65-one dollar and sixty-five cents per hour
January 1, 2026:	\$1.90-one dollar and ninety cents per hour
January 1, 2027:	\$2.15-two dollars and fifteen cents per hour
January 1, 2028:	\$2.40-two dollars and forty cents per hour

There shall be no pyramiding of the premium. Overtime hours on these shifts shall be paid at the applicable overtime rate plus the applicable per hour shift premium.

18.06 Road Patrol

Public Works employees required to do Road Patrol work from 3:00 p.m. Friday to 7:00 a.m. Monday shall receive a lump sum of one hundred and seventy-five dollars (\$175.00). During long weekends when one of the Paid Holidays mentioned in Article 14.01 occurs, an additional one hundred dollars (\$100.00) will be paid for that day.

ARTICLE 19 - EMPLOYEE BENEFIT PLANS

19.01 Benefits

- a) The Employer shall pay 100% of the cost of the premium for the following plans:
 - 1. Extended Health Plan
 - 2. Semi-Private Hospital Care for all employees and their dependents
 - 3. Short Term and Long Term weekly indemnity benefits.

- 19.01 b) The Employer shall pay 100% of the cost of the premiums for the Dental Plan current year lag of the O.D.A. fee schedule. The Employer will pay up to five hundred dollars (\$500.00) per employee and each dependent one time towards major restorative, dentures and orthodontics for the employee or a dependent family member upon proof of expenses incurred.
- c) Vision Care:
The Employer will pay up to five hundred dollars (\$500.00) per twenty-four (24) month period for the purchase of prescription glasses (not including sunglasses), contact lenses and eye exams for each employee and their dependent family members eighteen (18) years of age or over upon proof of expenses incurred. For dependent children under the age of eighteen (18) years, the Employer will pay up to three hundred and fifty dollars (\$350.00) for each twelve (12) month period.
- d) The Employer shall pay 100% of the cost of the premium for the following:
Life Insurance: one (1) times annual salary
- e) The aforementioned benefits shall not apply during the probationary period.

In the case of absence for illness or disability, the Employer's contribution will be paid to the above plans for a maximum of one (1) year from commencement of absence. Thereafter, the employee may pay the full premiums through the Employer. In the event of death of an employee, the Employer shall continue to pay the required premiums for the survivor and his dependents for six (6) months.

It is understood that the Employer may, at any time, substitute another carrier for any benefits stated herein provided the benefits conferred thereby are not in total decreased. Before making such a substitution, the Employer shall notify the Union to explain the proposed changes.

19.02 Continuation of Benefits on Layoff

The Employer agrees to continue paying, for a period of three (3) months, the Employer's portion of premium costs for employees laid off.

It is understood that short and long term disability coverage terminate at time of layoff.

19.03 Ontario Municipal Employees Retirement System Pension Plan

It is agreed that the Employer shall administer the Ontario Municipal Employees Retirement System Pension Plan on behalf of each employee of the bargaining unit. It is agreed that the Employer and the employee shall contribute to the plan pursuant to By-Law No. 2001-13.

ARTICLE 20 – GENERAL CONDITIONS

20.01 Certificate or Licences

The Employer shall pay the cost of certification required and/or any annual cost of renewal of certificates or licences required by the Employer to do the work of the bargaining unit, except G class driver licences.

ARTICLE 21 – HEALTH AND SAFETY

21.01 Union/Employer Health and Safety Committee

- (a) The Employer, the Union and the Employees recognize their obligations under the Occupational Health and Safety Act, RSO 1990, and c.01, as amended from time to time. A Joint Health and Safety Committee will be established in accordance with the Act, which shall include representatives from the Union.
- (b) The Health and Safety Committee shall hold meetings as required for jointly considering, monitoring, inspecting, investigating, and reviewing health and safety conditions and practices.
- (c) Standard First Aid Certification and CPR Certification is compulsory for all Employees. Probationary Employees must provide evidence of such certification as a condition of full time employment. The Employer shall select, pay for and schedule the courses.

ARTICLE 22 – EDUCATION

22.01 The Employer recognizes that employees must receive training and education in order to maintain their employment status and advance as opportunities arise, positions are changed or new positions are created. The Employer is committed to provide on the job training where same can be provided. At its discretion, the Employer will sponsor formal training outside the workplace relative to the employees' duties.

The Employer will pay for the following:

- a) Course fees, on a one-time basis only.
- b) Examination fees.
- c) Travel expenses including transportation, accommodation for multi day sessions and meals subject to Employer owned vehicles being used to the extent possible. If courses are not available during normal working hours, the employee will be granted time-in-lieu without overtime premium for formal class instruction or exam time.

If courses are conducted outside the Eastern Ontario Region travel time outside normal working hours will not qualify for payment or time-in-lieu.

22.01 (c) Continued

In the event an employee does not succeed in passing a course, the Employer will not reimburse the employee for any expenses for subsequent attempts to complete the same course nor will the employee qualify for time-in-lieu. If the employee is successful in passing an exam on a second attempt, the Employer will reimburse the exam fees.

ARTICLE 23 - JOB DESCRIPTIONS

23.01 Changes in Classification

The Employer agrees to draw up job descriptions for any new position created or whenever the duties of a job change, of which the Union is the bargaining agent. These descriptions shall be presented and discussed with the Union and shall become the recognized job descriptions unless the Union presents written objection within thirty (30) calendar days from receipt of the job descriptions. If such objection cannot be resolved, the issue may be subject to grievance and arbitration.

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

ARTICLE 24 - TERM OF CONTRACT

24.01 Duration

This Agreement shall be binding and remain in effect from January 1, 2025 to December 31, 2028. No retroactive compensation shall be paid save and except for back pay based on hours worked to the date of ratification multiplied by the amount of any applicable increase in the employee's hourly rate of pay set out in Schedule "A".

24.02 Changes in Agreement

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

24.03 Notice of Changes


Either party desiring to propose changes to this Agreement shall, between the period of thirty (30) and ninety (90) days prior to the termination date, give notice in writing to the other party that they seek to amend the collective agreement.


24.04 Agreement to Continue in Force

Where notice to bargain is given, the provisions of this Agreement shall continue in force until a new Agreement is signed, or the right to strike/lockout occurs, whichever occurs first.

DATED at Kingston, ON, this 9th day of July, 2025.

FOR THE EMPLOYER:


Tony Deschamps (Jul 16, 2025 23:13 EDT)


Chris LeBlanc (Jul 10, 2025 13:49 EDT)


Sean


Sean Nicholson (Jul 17, 2025 08:51 EDT)

FOR THE UNION:


Jay Simar (Jul 14, 2025 19:28 EDT)


Mark (Jul 9, 2025 10:01 EDT)


Mark Strzaw (Jul 22, 2025 10:48 EDT)

APPENDIX A - WAGE RATES

January 1st, 2025 - December 31st, 2028								
Department/Classification	Disciplines	Current	Recreation Pay Equity	Pay Equity	01-Jan-25	01-Jan-26	01-Jan-27	01-Jan-28
					3%	3%	3%	3%
Public Works								
Lead Hand		\$ 31.78		\$ 0.50	\$ 33.25	\$ 34.25	\$ 35.27	\$ 36.33
Water/Sewer OIT		\$ 27.73		\$ 0.50	\$ 29.08	\$ 29.95	\$ 30.85	\$ 31.77
Class 1	1	\$ 28.35		\$ 0.50	\$ 29.72	\$ 30.61	\$ 31.53	\$ 32.47
Class 1	2	\$ 28.96		\$ 0.50	\$ 30.34	\$ 31.25	\$ 32.19	\$ 33.16
Class 2	1	\$ 29.71		\$ 0.50	\$ 31.12	\$ 32.05	\$ 33.01	\$ 34.00
Class 2	2	\$ 30.21		\$ 0.50	\$ 31.63	\$ 32.58	\$ 33.56	\$ 34.56
Equipment Operator Level 1		\$ 26.81		\$ 0.50	\$ 28.13	\$ 28.97	\$ 29.84	\$ 30.74
Equipment Operator Level 2		\$ 27.73		\$ 0.50	\$ 29.08	\$ 29.95	\$ 30.85	\$ 31.77
Equipment Operator Level 3		\$ 28.96		\$ 2.00	\$ 31.89	\$ 32.85	\$ 33.83	\$ 34.85
Labourer		\$ 22.86		\$ 0.50	\$ 24.06	\$ 24.78	\$ 25.53	\$ 26.29
Recreation								
Lead Hand		\$ 27.88	\$ 3.90	\$ 0.50	\$ 33.25	\$ 34.25	\$ 35.27	\$ 36.33
Facility Operator 1 (FO1)		\$ 25.27	\$ 1.54	\$ 0.50	\$ 28.13	\$ 28.97	\$ 29.84	\$ 30.74
Facility Operator 2 (FO2)		\$ 26.13	\$ 1.60	\$ 0.50	\$ 29.08	\$ 29.95	\$ 30.85	\$ 31.77

Department/Classification	Disciplines	Current	Recreation Pay Equity	Pay Equity	01-Jan-25	01-Jan-26	01-Jan-27	01-Jan-28
Environmental Services								
Operator Class 1	1	\$ 25.84		\$ 0.50	\$ 27.13	\$ 27.94	\$ 28.78	\$ 29.65
	2	\$ 26.50		\$ 0.50	\$ 27.81	\$ 28.64	\$ 29.50	\$ 30.39
	3	\$ 27.13		\$ 0.50	\$ 28.46	\$ 29.31	\$ 30.19	\$ 31.10
	4	\$ 27.77		\$ 0.50	\$ 29.12	\$ 29.99	\$ 30.89	\$ 31.82
Operator Class 2	1	\$ 31.59		\$ 0.50	\$ 33.05	\$ 34.04	\$ 35.07	\$ 36.12
	2	\$ 32.57		\$ 0.50	\$ 34.06	\$ 35.08	\$ 36.14	\$ 37.22
	3	\$ 33.52		\$ 0.50	\$ 35.04	\$ 36.09	\$ 37.17	\$ 38.29
	4	\$ 34.46		\$ 0.50	\$ 36.01	\$ 37.09	\$ 38.20	\$ 39.35
Operator in Training		\$ 23.29		\$ 0.50	\$ 24.50	\$ 25.24	\$ 26.00	\$ 26.78

The Parties agree and acknowledge that the rates of pay for the Water/Sewer Operator and Water/Sewer Assistant Chief Operator will be reviewed and adjusted as required in order to reflect the current market for these positions. All full-time employees shall receive a start rate of ninety percent (90%) of the wage rate for the first three (3) months of employment.


APPENDIX 1

The following are excluded from the bargaining unit:


1. Persons above the rank of Supervisor.
2. Supervisor.
3. Office clerical and technical personnel.
4. Persons employed for not more than twenty-four (24) hours per week.
5. Students employed during the school vacation periods.
6. Temporary Employees for special works programs. It is understood that no full-time Union member shall lose any regular hours of work as a result of this clause.

DATED at Kingston, ON, this 9th day of July, 2025.


FOR THE EMPLOYER:


Tory Deschamps (Jul 10, 2025 12:13 EDT)


.....


Christine Blain (Jul 10, 2025 11:49 EDT)


.....


Sean Nicholson (Jul 11, 2025 08:51 EDT)


FOR THE UNION:


Jay Simzy (Jul 14, 2025 19:38 EDT)

.....


Mark Stoney (Jul 17, 2025 17:01 EDT)

.....


Mark Stoney (Jul 22, 2025 18:48 EDT)

**MEMORANDUM OF AGREEMENT - RE: ASSISTANT CHIEF
WATER/SEWER OPERATOR**

BETWEEN

**THE TOWNSHIP OF EDWARDSBURGH/CARDINAL
(hereinafter called the Township)
and
THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2311-01
(hereinafter called the Union)**

The Assistant Chief Water/Sewer Operator, Environmental Services is permitted to perform such operational duties as are required to maintain a certificate at a level adequate to be designated as an overall responsible operator as defined by regulation.

It is further understood and agreed that the Assistant Chief Water/Sewer Operator will be rotated into the weekly on-call schedule only when the number of qualified bargaining unit employees, qualified to man the on-call schedule, falls below six (6) such employees.

The Employer and the Union acknowledge that the incumbent has vacated the position of Assistant Chief Sewer/Water Operator and the position is no longer an active bargaining unit position.

DATED at Kingston, ON, this 9th day of July, 2025.

FOR THE EMPLOYER:

FOR THE UNION:


Tory Deschamps (Jul 10, 2025 22:13 EDT)


Jay Simzer (Jul 14, 2025 19:34 EDT)


Cheryl LeBlanc (Jul 10, 2025 13:49 EDT)


Jeff Haggan (Jul 9, 2025 12:09 EDT)




Mark Simzer (Jul 22, 2025 10:48 EDT)


Sean Michelson (Jul 17, 2025 08:51 EDT)

MEMORANDUM OF AGREEMENT - RE: COOP STUDENTS

BETWEEN

**THE TOWNSHIP OF EDWARDSBURGH/CARDINAL
(hereinafter called the Township)**

And

**THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2311-01
(hereinafter called the Union)**

WHEREAS the Township wishes to make available the opportunity to coop students attending community college or university to work in the township in positions related to their field of study;

AND WHEREAS the union also wishes to be a part of the learning experience for these students;

THEREFORE be it resolved:

That the Township from time to time shall permit the co-op students to work in the township provided that the Union is notified on each occasion;

That the bargaining unit member with whom they will work is agreeable;

That at no time will the compliment of the bargaining unit members be decreased (laid off) or have their hours of work reduced to accommodate the co-op students' hiring;

AND that the union will not cause undue hardship in the making of these arrangements.

DATED at Kingston, ON, this 9th day of July, 2025.

FOR THE EMPLOYER:

FOR THE UNION:


Tony Deschamps (Jul 10, 2025 22:13 EDT)


Jay Simmer (Jul 14, 2025 19:38 EDT)


Denis LeBlanc (Jul 10, 2025 13:49 EDT)


Mark Simmer (Jul 9, 2025 11:29:11)


Sean Nicholson (Jul 17, 2025 08:21 EDT)


Mark Simmer (Jul 22, 2025 10:46 EDT)

MEMORANDUM OF AGREEMENT - RE: ROAD PATROL

BETWEEN

THE TOWNSHIP OF EDWARDSBURGH/CARDINAL
(hereinafter called the Township)


And

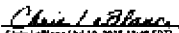
THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2311-01
(hereinafter called the Union)


The Parties agree that Road Patrol work is not work of the bargaining unit and shall be done by management. In the event that the manager is unavailable, the road patrol work may be delegated to a bargaining unit member. Bargaining unit employees shall be reimbursed for Road Patrol work as per Article 18.06.


DATED at Kingston, ON, this 9th day of July, 2025.

FOR THE EMPLOYER:



Tony Deschamps (Jul 16, 2025 22:13 EDT)



Chris LeBlanc (Jul 10, 2025 13:49 EDT)





Sean Nicholson (Jul 17, 2025 08:53 EDT)

FOR THE UNION:


Jay Simur (Jul 14, 2025 19:38 EDT)


Jeff (Jul 9, 2025 12:09 EDT)


Mark Simur (Jul 22, 2025 10:46 EDT)

MEMORANDUM OF AGREEMENT – RE: TICKET TRAINING

BETWEEN

THE TOWNSHIP OF EDWARDSBURGH/CARDINAL
(hereinafter called the Township)


And

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2311-01
(hereinafter called the Union)

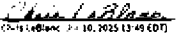
The Township, the Union and the Employees agree that a trained workforce is in the interest of all parties. Without setting a deadline, it is the Township's aspiration to have all Facilities Operators trained to the Facilities Operator 2 level (3 Tickets). Where the Township identifies an operational need for Ticket training within its budget, and the Employee has shown the ability, the Township will make Ticket training opportunities available to the Facilities Operators and shall advise the union of the individual(s) selected for the training.

DATED at Kingston, ON, this 9th day of July, 2025.

FOR THE EMPLOYER:



Tony Deschamps (Jul 10, 2025 22:13 EDT)



Chris LeBlanc (Jul 10, 2025 13:49 EDT)



Sean Nicholson (Jul 10, 2025 08:51 EDT)



Sean Nicholson (Jul 10, 2025 08:51 EDT)

FOR THE UNION:



Jeff Hooper (Jul 8, 2025 12:09 EDT)



Jeff Hooper (Jul 8, 2025 12:09 EDT)



Matt Simner (Jul 10, 2025 10:18 EDT)

**LETTER OF UNDERSTANDING - RE: LINES OF PROGRESSION FOR
PUBLIC WORKS**

BETWEEN

**THE TOWNSHIP OF EDWARDSBURGH/CARDINAL
(hereinafter called the Township)**

And

**THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2311-01
(hereinafter called the Union)**

Whereas the Parties had signed a Memorandum of Understanding on March 2, 2020.

Whereas the Parties desire to insert the contents of this Memorandum into the Collective Agreement. (as amended November 18, 2024)

Therefore the Parties agree:

1. Classifications within the Public Works Department shall include:

Labourer
Equipment Operator Level 1
Equipment Operator Level 2
Equipment Operator Level 3
Lead Hand

2. The line of progression for Public Works is Equipment Operator Level 1 to Equipment Operator Level 2 to Equipment Operator Level 3. Individuals may progress through these classifications based on education, service and satisfactory performance evaluations.
3. The lead hand position will be posted and awarded as per Article 10 – Promotions and Staff Changes in the Collective Agreement
4. Equipment Operators shall progress between the levels as outlined:

- a) **Equipment Operator Level 1 to Equipment Operator Level 2**

The employee can move from Equipment Operator Level 1 to Equipment Operator Level 2 once all the criteria below is met:

- Two (2) years of service in the department
- Satisfactory Performance Evaluations
- Achieving and Maintaining basic courses required through either the Provincial or Federal Ministries, collective agreement and health and safety (ex. Traffic Control, 1st Aid/CPR, WHMIS)
- Successful completion of the Construction and Maintenance Course through the T J Mahony Road School Program.

b) **Equipment Operator Level 2 to Equipment Operator Level 3**

- Three (3) years of service at this level + two (2) years as Equipment Operator Level 1
- Satisfactory Performance Evaluations
- Achieving and Maintaining basic courses required through either the Provincial or Federal Ministries, collective agreement and health and safety (ex. Traffic Control, 1st Aid/CPR, WHMIS,)
- Successful completion of the remaining Construction and Maintenance Course through the T J Mahony Road School Program. As well, after completion of both courses, completion of the C.S Anderson Health and Safety.
- The employee can operate most Township vehicles and equipment.
- Continuing education: Examples include C.S Anderson courses (Roadway Management, Signs & Lines, Bridges/Culverts), AORS or Good Roads courses.
- Optional: one (1) leadership course for those who wish to be considered to move into the Lead Hand role.


5. **Lead Hand Prerequisites are:**

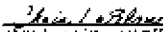
- Eight (8) years of service
- Satisfactory Performance Evaluations
- Successful Completion of TJ Mahony Road School Construction and Maintenance Course
- Continuing education: Examples include C.S. Anderson courses (Roadway Management, Signs & Lines, Bridges/Culverts), AORS courses and three (3) leadership courses.


DATED at Kingston, ON, this 9th day of July, 2025.


FOR THE EMPLOYER:


FOR THE UNION:



 Tony Desjardins (Jul 10, 2025 12:11 EDT)


 Sean Nicholson (Jul 11, 2025 08:31 EDT)


 Sean Nicholson (Jul 11, 2025 08:31 EDT)


 Jay Simons (Jul 14, 2025 19:38 EDT)


 Jay Simons (Jul 14, 2025 19:38 EDT)


 Mark Simons (Jul 22, 2025 10:46 EDT)

JF/cl:cope491-July 7, 2025