

COLLECTIVE AGREEMENT

BETWEEN

**THE TOWNSHIP OF LEEDS AND
THE THOUSAND ISLANDS**

(hereinafter called the "Employer")

Party of the First Part

AND

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 5397**

(hereinafter called the "Union")

Party of the Second Part

July 1, 2024 to June 30, 2028

TABLE OF CONTENTS

ARTICLE 1 – PURPOSE.....3

ARTICLE 2 - RECOGNITION.....3

ARTICLE 3 - EMPLOYEE DEFINITIONS.....4

ARTICLE 4 - MANAGEMENT FUNCTIONS4

ARTICLE 5 - NO DISCRIMINATION.....5

ARTICLE 6 - UNION SECURITY5

ARTICLE 7 - REPRESENTATION.....6

ARTICLE 8 - GRIEVANCE PROCEDURE8

ARTICLE 9 – ARBITRATION.....10

ARTICLE 10 - NO STRIKE NO LOCKOUT11

ARTICLE 11 – DISCIPLINE, SUSPENSION, AND DISCHARGE CASES11

ARTICLE 12 – SENIORITY.....12

ARTICLE 13 - JOB POSTING14

ARTICLE 14 - LAY-OFF AND RECALL.....15

ARTICLE 15 - HOURS OF WORK.....16

ARTICLE 16 - OVERTIME.....17

ARTICLE 17 – PAYMENT OF WAGES AND ALLOWANCES.....19

ARTICLE 18 - PAID HOLIDAYS.....20

ARTICLE 19 – VACATIONS22

ARTICLE 20 - SICK LEAVE24

ARTICLE 21 – SHORT TERM DISABILITY.....25

ARTICLE 22 - LEAVE OF ABSENCE.....25

ARTICLE 23 – BENEFITS.....27

ARTICLE 24 – GENERAL PROVISIONS.....28

ARTICLE 25 – DURATION29

SCHEDULE A – WAGES.....30

**LETTER OF UNDERSTANDING #1 – CURRENT WASTE SITE ATTENDANTS HOURS
.....32**

ARTICLE 1 – PURPOSE

WHEREAS it is the desire of both parties to this Agreement:

1. To maintain and improve harmonious relations and settled conditions of employment between the Employer and the Union;
2. To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc., covered by this Collective Agreement;
3. To encourage efficiency in operations and service to the public;
4. To promote the morale and well-being of all the employees in the bargaining unit of the Union.

AND WHEREAS it is now desirable that methods of bargaining, dispute resolution and certain other matters pertaining to the working conditions of the employees be drawn up in an agreement;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

ARTICLE 2 - RECOGNITION

- 2.01 The Employer recognizes the Canadian Union of Public Employees as the bargaining agent for all employees employed in the Roads Department and at the Waste Sites of the Township of Leeds and the Thousand Islands in the United Counties of Leeds and Grenville, save and except supervisors, persons above the rank of supervisor, and students employed during the school vacation period.

Clarity Note

Employees in positions in the Roads Department who are assigned to perform maintenance work in the Township's parks are included in the bargaining unit. If the Township introduces a Lead Hand parks maintenance position, it shall be included in the bargaining unit.

- 2.02 Where the masculine pronoun is used herein, it shall mean and include the feminine pronoun where the context so provides.

ARTICLE 3 - EMPLOYEE DEFINITIONS

3.01 In this agreement:

- a) "Full-time employee" means an employee who is normally scheduled for work for forty (40) hours per week except where noted in Article 15.01.
- b) "Part-time employee" means an employee who is normally scheduled for work for less than thirty (30) hours per week, but may be called in beyond those hours. If a part-time employee is required to work beyond thirty (30) hours per week the Employer shall consult with the Union President or with a steward.
- c) "Regular employee" means an employee who is hired for work on a year-round basis.
- d) "Temporary employee" means an employee who is hired for work for a period of six (6) months or less or such further period as may be agreed between the Union and the Employer.

- 3.02
- a) The hiring of a temporary employee shall not cause a lay-off of a regular full-time employee.
 - b) Temporary employees may be hired to work either full-time or part-time hours, or a combination thereof.
 - c) All temporary vacancies lasting or expected to last in excess of ten (10) weeks shall be posted as per Article 13.

ARTICLE 4 - MANAGEMENT FUNCTIONS

4.01 The Union acknowledges that it is exclusively the function of the Employer to:

- (a) maintain order, discipline and efficiency;
- (b) hire, discharge, direct, classify, transfer, promote, demote, assign, lay-off, recall and suspend or otherwise discipline employees subject to the provisions of this Agreement.
- (c) maintain and enforce rules and regulations not inconsistent with the provisions of this Agreement, governing the conduct of the employees; and

- 4.01 (d) generally, to manage the operations, and without restricting the generality of the foregoing, to determine the number of personnel required from time to time, the standards of performance of all employees, the methods, procedures, machinery and equipment to be used, schedules of work and all other matters concerning the Employer's operations not otherwise specifically dealt with elsewhere in this Agreement.
- 4.02 The Employer agrees that these functions shall not be exercised in a manner inconsistent with the provisions of this Agreement.

ARTICLE 5 - NO DISCRIMINATION

- 5.01 The Employer and the Union agree that there shall be no discrimination or harassment within the meaning of the *Human Rights Code* by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status or disability, nor by reason of membership or non-membership or activity or lack of activity in the Union.
- 5.02 The Union agrees that there will be no solicitation for membership, collection of dues, meetings or other Union activities on the premises of the Employer, except when expressly permitted by the Employer.
- 5.03 A bargaining unit employee who is a Complainant or Respondent to a complaint and/or investigation under the Employer's Workplace Violence, Harassment and Discrimination Policy will have access to union representation during such meetings. The Union shall endeavor to provide separate representation to the Complainant and the Respondent.

ARTICLE 6 - UNION SECURITY

- 6.01 The Employer shall deduct from every employee any dues, initiation fees, or assessments levied by the Union on its members. Employees shall begin paying dues from the date of hire. The Union agrees to indemnify the Employer with respect to any liability arising from the above-mentioned deductions.
- 6.02 Deductions shall be made from the bi-weekly payroll and shall be forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees, by no later than the 15th day of the month following, accompanied by a list of the names, mailing addresses and phone numbers of all employees from whose wage deductions have been made. This list will also include the names and mailing addresses of the employees terminated during that period. A copy of this list shall also be forwarded to the President and Secretary of the Local Union.

- 6.03 Union dues deducted from the pay of each employee will be shown on the employee's T4 slip.
- 6.04 The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect and the Employer will provide a copy of the Collective Agreement to the new employee.
- 6.05 The Employer will supply to the Local Union President and Secretary the names and mailing addresses of all members on an annual basis. Any changes, additions or deletions to the list will be provided thereafter as they occur. It shall be the responsibility of the employee to notify the Employer of any change to his mailing address.
- 6.06 No employee shall be required or permitted to make any written or verbal Agreement with the Employer or its representative(s) which conflicts with the terms of the Collective Agreement.
- 6.07 No regular full-time employee with more than six (6) months of service with the Employer shall be laid off due to the Employer contracting out work that is being performed by regular full-time employees.
- 6.08 All correspondence between the parties, arising out of this Agreement or incidental thereto shall pass to and from the Chief Administrative Officer ("CAO") (or his/her designate) and the Local Union President and Secretary.

ARTICLE 7 - REPRESENTATION

- 7.01 The Employer will recognize up to three (3) stewards selected by the Union from the employees. The Union acknowledges that the stewards have their usual duties and responsibilities to perform for the Employer, and that the stewards must receive approval from their supervisor before leaving their usual duties and responsibilities, which will not be unreasonably withheld but which will take account of operational requirements of the Employer. The Union also acknowledges that the time spent acting as a steward must be reasonable and that the steward must report back to his usual duties and responsibilities upon completion of the time spent acting as a steward. Subject to the preceding, the steward may assist any employee in preparing and processing his/her grievance in accordance with the grievance procedure. Should the stewards decide to meet they shall meet on their own time.
- 7.02 Negotiations Committee
The Employer will recognize the Local Union President and up to two (2) employees of the Employer as the Union's Bargaining Committee. The Bargaining Committee shall be given time off during their normal working hours without loss of pay while attending negotiation meetings with the Employer up to and including conciliation. Any member of the Bargaining Committee who normally works on the afternoon or night shift will have their shift changed for that day only such that they can attend the negotiation meetings with the Employer during working hours.

7.02 Continued

Employees who attend negotiation meetings with the Employer on their day off shall not be paid by the Employer; however, the Employer and the Union agree to attempt to schedule negotiation meetings between the Union and the Employer during the normal working hours of the employees wherever possible.

7.03 Union-Management Committee

A Union-Management Committee shall be established consisting of up to three (3) representatives of the Union and up to three (3) representatives of the Employer. The Committee shall enjoy the full support of the Employer and Union in the interests of improved service to the public and the early resolution of issues. The CAO of the Employer and the CUPE National Representative shall be ex-officio members of the committee.

Function of Committee

The Committee shall concern itself with the following general matters:

- 1) Promoting positive relations between the Employer and the employees.
- 2) Promoting safe practices.
- 3) Reviewing suggestions from employees, questions about working conditions and service (but not grievances).
- 4) Correcting conditions which may lead to grievances and misunderstandings.

Meetings of Committee

The Union-Management Committee shall meet at least four (4) times per year at a mutually agreeable time and place. Its members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of regular pay for time spent attending the Union-Management Committee meeting.

Chairperson of the Meeting

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

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 seven (7) days following the meeting.

Jurisdiction of Committee

The Committee shall not have jurisdiction over wages or any matter of collective bargaining, including the administration of this collective agreement.

7.02 Continued

- The Committee shall not supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union, its members or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its decisions and conclusions.
- 7.04 The parties agree to abide by the *Occupational Health and Safety Act* and its Regulations as are applicable. The parties agree to maintain a Joint Health and Safety Committee that conforms to the *Occupational Health and Safety Act*.
- 7.05 No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper written authorization from the Union. In order that this may be carried out, the Union will supply the Employer with the names of its officers and stewards/committee members and shall notify the Employer of any changes to the names as they occur.
- 7.06 The Union shall have the right to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer. On the provision of written notice to the Employer at least twenty-four (24) hours in advance, such representatives(s)/advisor(s) may have access to the Employer's premises in order to deal with any matters arising out of this collective agreement, unless such attendance will be disruptive to the Employer's operations, in which case the parties will negotiate an alternative arrangement.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 Preamble

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

Grievances shall be dealt with in the following manner and shall be submitted and answered in writing. It is agreed by the parties that grievances should be settled as early as possible in the Grievance Procedure.

8.02 Complaint Stage

Should any difference arise between the Employer and an employee or employees, it shall be taken up in the following manner within five (5) business days from the event giving rise to the complaint, or five (5) business days from the time the employee ought to have become aware of the event upon which the complaint was based, with the understanding that the employee shall discuss the grievance verbally and attempt to resolve it with his supervisor.

8.02 Continued

If the supervisor has not provided a verbal response during the initial discussion with the employee, the supervisor shall respond verbally within five (5) business days from the date of the complaint having been raised.

STEP 1

Failing settlement at the complaint stage and if the Grievance Committee feels the grievance to be justified, the Union shall submit a written grievance at Step 1 within five (5) business days after the verbal response was given by the supervisor at the Complaint stage. The Union will submit the grievance to the Director of the Operations Division, identifying the article(s) of this agreement allegedly violated, and the redress sought. The Director of the Operations Division shall render his/her written decision within five (5) business days after receipt of such notice.

STEP 2

The grievance shall be submitted within five (5) business days of the Director of the Operations Division's reply at Step 1 to the CAO or his/her designate, who shall meet with the grievor and the Steward within five (5) business days of the receipt of the Step 2 referral and shall render a written decision within five (5) business days of the meeting.

8.03 Time limits

The time limits mentioned in this Article may be extended by mutual written agreement of the parties. An exchange of emails between the parties may serve as a written agreement.

8.04 Policy Grievance

It is agreed that a grievance arising directly between the Employer and the Union shall be originated under Step 2 and the time limits set out with respect to that Step shall appropriately apply. It is understood, however, that the provisions of this section may not be used with respect to a grievance directly affecting an employee or employees, that any remedy available to an individual employee or employees through the use of the regular grievance procedure will not be available in a policy grievance, and that the regular Grievance Procedure shall not be thereby bypassed.

8.05 The "business days" referred to in this Article are normal business days, excluding Saturdays and Sundays and designated holidays.

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

8.07 An employee who claims he/she has been unjustly suspended or discharged may institute a grievance at Step 2 of the Grievance Procedure within five (5) business days of the effective date of suspension or discharge.

8.08 Mediation

By mutual consent, the parties may agree to use the services of a mediator at any time during the grievance process. The parties agree to share the costs of the mediation. The parties agree to extend all time limits in the grievance procedure for the purposes of using the services of a mediator. This agreement shall be put in writing.

ARTICLE 9 – ARBITRATION

- 9.01 Should any grievance fail to be resolved after properly following all required steps of the Grievance Procedure outlined in Article 8, either party may notify the other party of its desire to submit the grievance to arbitration within thirty (30) business days, while at the same time appointing a nominee. If no written request is received within thirty (30) business days after the decision under Step 3 is given, the grievance shall be deemed to have been abandoned. Within five (5) business days thereafter the other party shall appoint a nominee. Should either party fail to appoint a nominee, the Minister of Labour for the Province of Ontario shall have the power to effect such appointment upon application thereto by the party invoking arbitration procedure. The two (2) nominees so appointed shall attempt to select by agreement a Chairperson of the Arbitration Board. If they are unable to agree upon such a Chairperson within a period of ten (10) business days, they shall then request the Minister of Labour for the Province of Ontario to appoint an impartial Chairperson.
- 9.02 No person may be appointed as a nominee who has been involved in an attempt to negotiate or settle the grievance.
- 9.03 The Arbitration Board shall not make any finding or decision inconsistent with the provisions of this Agreement, nor shall it have the power to add to, alter or modify, amend or delete any part of this Agreement, nor deal with matters not covered by this Agreement.
- 9.04 The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision which shall be final, binding and enforceable upon the parties and upon any employees affected by it and may not be changed. The decision of the majority is the decision of the Arbitration Board. Where there is no majority decision, the decision of the Chairperson shall govern.
- 9.05 Each of the parties hereto will bear the fees and expenses of the nominee appointed by it and the parties will jointly bear the fees and expenses, if any, of the Chairperson of the Arbitration Board.
- 9.06 Notwithstanding Article 9.01, the parties may agree to have any grievance heard by a single arbitrator. In such a case, the relevant parts of Article 8 will apply with the necessary changes.

ARTICLE 10 - NO STRIKE NO LOCKOUT

- 10.01 The Union agrees that during the term of this Agreement there shall be no strike. The Employer agrees that there shall be no lockout during the term of this Agreement. The terms “strike” and “lockout” shall bear the same meaning as in the *Labour Relations Act*.

ARTICLE 11 – DISCIPLINE, SUSPENSION, AND DISCHARGE CASES

11.01 Clearing the File

The disciplinary record of an employee shall not be used against him/her at any time after twenty-four (24) months following a suspension or disciplinary action, including letters of reprimand, provided that there has been no discipline of any kind during the said twenty-four (24) month period.

- 11.02 The Employer agrees to impose discipline within a reasonable time following the conduct or incident giving rise to the discipline, or the date that the Employer became aware of the conduct or incident giving rise to the discipline, or the date that any investigation of the conduct or incident giving rise to the discipline was completed, whichever is the later.

11.03 Discharge/suspension Procedure

When an employee is discharged or suspended, the employee and the Union shall be advised promptly in writing by the Employer as to the reason for such discharge or suspension.

11.04 Access to Employee File

On the provision of at least 24 hours’ notice in writing, an employee shall have the right during normal business hours of the administration office to have access to review his/her employee file in the presence of a member of management or designate. The employee is entitled to receive a copy of the file if requested or any document in such file if requested. An employee shall have the right to respond in writing to any document contained therein, but only if such response is provided to the Employer within seven (7) days of the date of the document being responded to or within seven (7) days of the employee first becoming aware of the document in the file. Such reply shall become part of the permanent record.

11.05 Right to have Steward Present

Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall notify the employee in advance of the purpose of the interview. The Employer shall also notify the employee of his/her right to have a Union Steward present at the interview.

- 11.06 Employee(s) being interviewed by the Employer for an investigation shall be notified that they can have a Union Steward present.

ARTICLE 12 – SENIORITY

- 12.01 The Seniority for a regular full-time employee shall be defined as the length of service in the bargaining unit since his/her date of last hire, shall operate on a bargaining unit wide basis, and shall only operate as outlined in this agreement.
- 12.02 The Seniority for a regular part-time shall be defined as the number of regular hours he/she has worked in the bargaining unit since his/her date of last hire, shall operate on a bargaining unit wide basis, and shall only operate as outlined in this agreement.
- 12.03 Where a regular part-time employee is hired as a regular full-time employee without a break in service, his/her seniority date and service shall be his/her date of hire as a full-time employee adjusted by backdating the full-time hire date by the number of regular hours worked since his/her most recent date of hire as a regular part-time employee calculated on the basis of 2080 hours equaling one (1) year of seniority. At no time can an employee be credited for more than one year of seniority in a year.

A temporary employee shall not accrue seniority. When a temporary employee becomes a regular employee (without a break in service), seniority shall be calculated so as to give credit for the number of regular hours worked since his/her most recent date of hire as a temporary employee calculated on the basis of 2080 hours equaling one (1) year of seniority. At no time can an employee be credited for more than one (1) year of seniority in a year.

- 12.04 The Employer shall maintain a seniority list for regular full-time employees showing the seniority date for each employee. The Employer shall maintain a seniority list for regular part-time employees showing the total seniority hours for each employee. The Employer shall post up-to-date seniority lists once a year in the month of January with a copy to the Union.
- 12.05 A regular full-time and regular part-time employee will be considered on probation and will not be subject to the seniority provisions of this Collective Agreement, nor shall his/her name be placed on the seniority list, until after he/she has completed a total of six (6) months plus one (1) day (1048 regular hours for regular part-time) of active employment with the Employer, which can be extended by mutual consent of the Employer and the Union for up to three (3) months (520 regular hours for regular part-time) of active employment. Such agreement shall not be unreasonably withheld. Upon completion of such probationary period, the employee's name shall be placed on the applicable seniority list showing his/her respective seniority from his/her last date of hire.

The suspension or discharge of a probationary employee shall be in the sole discretion of the Employer.

- 12.06 The discharge or suspension of a temporary employee shall be in the sole discretion of the Employer.
- 12.07 An employee shall lose all seniority and shall be deemed terminated if he/she:
- (a) voluntarily leaves the employment of the Employer;
 - (b) is discharged and is not reinstated through the grievance or arbitration procedure;
 - (c) is laid off for a period of more than eighteen (18) months;
 - (d) is absent from work without permission for three (3) consecutive working days unless an explanation satisfactory to the Employer is given by the employee;
 - (e) fails to return to work within seven (7) calendar days after being recalled from lay-off by notice sent by registered mail unless an explanation satisfactory to the Employer is given by the employee;
 - (f) subject to the requirements of the *Human Rights Code*, is absent from work for a period of twenty-four (24) months or longer because of illness and/or injury.
- 12.08 (a) Subject to paragraph b), no employee shall be transferred to a position outside the bargaining unit without his/her written consent. An employee who is transferred or promoted to a position outside the bargaining unit shall not accumulate seniority. In the event the employee is returned by the Employer to a position in the bargaining unit within twelve (12) months, he/she shall be credited with the seniority held at the time of transfer and/or promotion and shall resume accumulation from the date of his/ her return to the bargaining unit. An employee not returned to the bargaining unit within twelve (12) months shall forfeit bargaining unit seniority.
- b) In the event an employee transferred out of the bargaining unit is returned to the bargaining unit within a period of six (6) calendar months, he/she shall accumulate seniority during the period of time outside the bargaining unit.
 - c) The employee must pay Union dues (based on his/her rate of pay at the time of transfer) for his/her entire time outside of the bargaining unit for this article to apply.
- 12.09 It is the responsibility of the employee to keep the Employer informed of his/her current address and phone number.

- 12.10 An applicant that successfully transfers to another position/classification within the bargaining unit shall be placed on trial for a period of sixty (60) working days. Conditional on satisfactory service, as determined by the Employer, the employee shall be declared permanent after the period of sixty (60) working days. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, the employee shall be returned to their former position, wage or salary rate, and without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position, wage or salary rate, without loss of seniority. In the event an affected employee's former position no longer exists, Article 14 (Lay-off and Recall) shall apply.

ARTICLE 13 - JOB POSTING

13.01 Job Postings

When a vacancy occurs which the Employer determines to fill, or a new position is created within the bargaining unit, the Employer shall post a notice of the position on the bulletin boards. The position shall be posted for a period of seven (7) business days so that interested employees can apply.

13.02 Information in Postings

The job posting notice shall contain the following information: classification, qualifications and wage rate or range.

13.03 No Outside Advertising

No outside advertising for additional employees shall be made until regular full-time and regular part-time bargaining unit employees who have successfully completed their probationary period have had a full opportunity to apply as provided in Article 13.01.

- 13.04 The Employer shall consider skill, present ability, qualifications, experience and competencies in assessing candidates. In the event of relative equality, the seniority of regular full-time and regular part-time employees shall govern. Temporary employees shall have no entitlement for consideration for appointment over and above external candidates. Appointments from within the bargaining unit shall be made within three (3) weeks of the end of the posting period, except where a posting has been made in advance of an employee leaving his/her position, in which case the appointment may be delayed until the position is vacated.

13.05 Union Notification

The Union shall be notified of all appointments, hirings, layoffs, recalls and terminations of full-time and part-time employees.

13.06 Postings while on Vacation or Leave

When a regular full-time or regular part-time employee will be absent on vacation, and/or a leave of absence of four (4) weeks or less, the employee may advise the Director of the Operations Division in writing, and no more than seven (7) days prior to beginning the vacation or leave, that he/she wishes to be considered for any potential job posting which might arise during his/her vacation/leave. The written notice must specify the job or position for which the employee wishes to be considered.

If such a job or position then arises during the employee's vacation/leave, the written notice will be considered an application, together with any supplementary material that the employee may be required to submit to the Employer in order to apply for the position. The written notice is only valid during the vacation/leave period immediately following its delivery to the Director. In such cases the period for the assessment and selection of candidates may be extended by the Employer to accommodate the absent employee.

ARTICLE 14 - LAY-OFF AND RECALL

14.01 Definition of Layoff

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

14.02 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, the Employer will lay off the most junior regular full-time and/or regular part-time employee(s) in the affected classification.

- a) An employee who has been given notice of layoff shall have the right to either:
1. Accept the layoff;
 2. Displace the most junior employee in a lower or an identical paying classification that is junior to them, providing the employee exercising the right is qualified and has the present ability, skills and experience to perform the work.
 3. Laid off regular part-time employees shall not have the right to displace regular full-time employees
 4. A regular full-time employee may displace a regular part-time employee provided that no other regular full time bargaining unit positions are available for which the employee is qualified and has the present ability, skills and experience to perform the work.

The affected employee(s) that is/are displaced through a) shall then be given notice of lay-off as per a) above and the process shall be repeated.

- 14.03 Recall Procedure
Employees shall be recalled in the order of their seniority by registered mail.
- 14.04 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, present ability, skills and experience.
- 14.05 Layoff Notice
In the case of layoff, the Employer shall advise the employees and the Union ten (10) working days prior to the effective date of the layoff. The Employer shall administer notice of layoff in accordance with the *Employment Standards Act*.
- 14.06 Grievance on Layoffs and Recalls
Grievances concerning the layoffs and recalls shall be initiated as in Article 8, Step 2 of the Grievance Procedure.
- 14.07 Pay on Temporary Transfer, Higher Rated Job
When an employee is assigned temporarily to a position paying a higher rate of pay for a period in excess of five (5) hours, he/she shall receive the rate of pay for that classification.
- 14.08 Pay on Temporary Transfer, Lower Rated Job
When an employee is assigned temporarily to a position paying a lower rate of pay, his/her rate shall not be reduced.

ARTICLE 15 - HOURS OF WORK

- 15.01 The following provisions do not constitute a guarantee of hours of work per day or per week.
- 15.02 a) The regular hours of work for regular full-time employees in the Roads Department is forty (40) hours per week which shall be normally scheduled as follows:
- i) 6:00 a.m. to 4:00 p.m. - Monday to Thursday
 - ii) Road Patrol: Midnight to 8 a.m. - Monday to Friday

The Employer will advise the Roads Department employees at least fourteen (14) days prior to any temporary schedule change.

15.02 b) Waste Sites

The regular hours of work for a full-time Waste Site employee shall be forty (40) hours per week, 8:30 am to 4:30 pm, Monday to Saturday. In the event that a temporary schedule change is required, a minimum of fourteen (14) days' notice to the Union and affected employees will be provided.

c) Facilities

The current regular hours of work for the Facilities Maintenance/Public Works Operator 2 position shall be forty (40) hours per week, 7:00 am to 3:30 pm Monday to Thursday and 7:00 a.m. to 1:00 p.m. on Friday. In the event that a temporary schedule change is required within the Monday to Friday envelope, a minimum of fourteen (14) days' notice to the Union and affected employees will be provided.

*Note: A temporary schedule change shall not exceed twenty-one (21) days.

15.03 Breaks/Meal Periods

a) All employees are entitled to a fifteen (15) minute paid break in the morning and a fifteen (15) minute paid break in the afternoon. Subject to b) below, all employees receive a one-half (½) hour paid meal break period scheduled as close as possible to mid shift.

b) It is agreed that all regular full-time Operators in the Roads Department, Waste Sites Attendants, and employees in the Facilities Maintenance/Public Works Operator 2 position remain available for work and calls for service during their paid fifteen (15) minute breaks in the morning and the afternoon and during their paid lunch at their then current work location. Any employee who misses a break or a lunch is not entitled to overtime or time in lieu of the break, and no breaks may immediately precede leaving for the day, unless approved by the Director of the Operations Division or designate.

15.04 Shift Premiums

In addition to regular hourly rates, a shift premium in the amount of one dollar (\$1.00) per hour shall apply to all hours worked on the road patrol midnight shift.

ARTICLE 16 - OVERTIME

16.01 a) Overtime must be authorized in advance by an employee's supervisor.

- 16.01 b) Employees shall be entitled to overtime at time and one half (1½) of their regular rate of pay for hours worked outside of their regular scheduled shifts as specified in paragraphs d) and e) below and on their regular scheduled days off (except Sunday which is double time (2X)).
- c) Employees who are scheduled to work less than forty (40) hours per week will not qualify for overtime on assigned days off until they have completed forty (40) hours of work per week.
- d) Subject to paragraph (b), a regular full-time or regular part-time employee who is called to work outside his/her regular working hours shall be paid for a minimum of three (3) hours at time and one-half (1½) their regular rate of pay or at double-time (2X) on a paid holiday. An employee may leave his/her employment and return home when he/she has completed the work for which he/she was assigned.
- e) An employee called into work before the normal commencement time of their shift or required to work immediately after their normal end of their shift shall be paid for all hours worked before the commencement of the shift or after the end of the shift at the rate of time and one-half (1½).
- 16.02 Instead of cash payment for overtime, an employee may choose to receive time off in lieu at the appropriate overtime rate. An employee may bank up to a maximum of eighty (80) hours total. Up to forty (40) hours may be taken off consecutively at a time mutually agreed upon by the employee and the supervisor; such approval shall not be unreasonably withheld and will take into account operational requirements. Days so accumulated must however be used prior to year end or the Employer may pay them as a cash payment by year end. An employee may elect to use overtime hours in the same pay period in which they were accrued, subject to the supervisor's approval, and this shall not be used towards the banked lieu hours.
- 16.03 a) It is recognized that it may be necessary to perform overtime work from time to time and the employees will co-operate in performing overtime work. The Employer will use its best efforts to provide as much notice as is practicable in the circumstances.
- b) The opportunity for overtime shall be distributed as equitably as possible among all employees who are willing and qualified to perform such work. In considering equitable distribution of overtime, the Employer will consider the hours worked and refused.
- c) Overtime shall be on a rotating basis starting with the most senior employee on each overtime roster. Overtime rosters shall be kept for the Roads Department, Waste Sites and Facilities Management. Employees will be called in order subject to required qualifications and demonstrated capability to perform the work in question. Thereafter, the next overtime opportunity shall first go to the employee(s) who was bypassed on the previous call for any reason other than unavailability/refusal, otherwise each overtime opportunity shall start where the last overtime callout ended.

- 16.03 d) If the employee is on modified work duties and/or has temporary or permanent physical restrictions and the overtime opportunity does not allow for an accommodation of those modified work duties and/or those physical restrictions, then the employee will not be eligible for that overtime opportunity.
- e) Notwithstanding the above, time sensitive callouts can be made based on geographic location. The principle of overtime being equitably distributed applies to the extent possible.
- f) Where overtime is offered and there are insufficient qualified volunteers, the Employer shall have the right to assign the work starting with the most junior employee who is qualified to perform the required work and continuing in inverse order of seniority until sufficient qualified employees have been assigned.
- 16.04 a) An employee must have at least eight (8) hours of rest between shifts. If the next regularly scheduled shift is less than eight (8) hours from the end of the overtime shift, then the employee will be required to take eight (8) hours of rest before presenting themselves for their shift.
- b) Authorized work performed on Sunday and Holidays (Article 18) by a regular full-time employee will be paid at the rate of two times (2X) the employee's regular hourly rate of pay. For clarity, the employee shall be paid for the Holiday as per Article 18, unless they take an alternate day off, plus receive overtime at two times (2X) their regular hourly rate of pay.
- c) The Union agrees that employees may work in excess of forty-eight) 48 hours per week, provided that the employee agrees to such request.

ARTICLE 17 – PAYMENT OF WAGES AND ALLOWANCES

17.01 Pay Days

The Employer shall pay wages in accordance with Schedule “A” attached hereto and forming part of this Agreement, bi-weekly. If a pay day falls on a designated holiday, employees shall receive their pay on the regular working day preceding the designated holiday. On each pay day, each employee shall be provided with an itemized statement of his/her wages, overtime, and other supplementary pay and deductions. Each employee’s pay is deposited directly into a bank account of their choice. Any questions from an employee regarding calculation of his/her wages or credits will be directed to the supervisor or designate.

Pay periods for the Employer start on Sunday at 12:01 a.m. and end on Saturday at 11:59 p.m. but may be subject to change by the Employer upon notification to the Union.

- 17.02 a) Each regular full-time employee shall receive a four hundred and fifty dollar (\$450.00) allowance (prior to taxes) for the purchase of work clothing on a yearly basis. Employees shall choose desired work clothing from a list supplied by the Employer up to four hundred and fifty dollars (\$450.00) (prior to taxes) in value. In addition, regular full time employees shall be provided with a winter jacket every two (2) years.
- b) Each part-time and temporary employee shall receive a two hundred (\$200.00) dollar allowance (prior to taxes) for the purpose of work clothing on a yearly basis.
- c) When a regular full-time and part-time employee requires safety boots based on applicable legislation, the Employer shall pay up to two hundred and fifty (\$250.00) dollars per pair of safety boots per year. If replacement safety boots are required prior to the end of the year, the Employer shall pay up to two hundred and fifty (\$250.00) dollars for such boots if approved by the supervisor.
- (d) The Township supplies all necessary safety equipment, except boots referred to in 17.02 c), to all employees. This will include but not be limited to gloves, safety glasses, raincoat/rain suit, rubber boots (CSA approved) and safety hard hats. It is the employee's responsibility to wear and use all safety equipment provided.
- (e) Coveralls shall be provided to all outdoor workers who require them as determined by their respective Department Head.

17.03 There shall be no pyramiding of any premiums under this Collective Agreement.

ARTICLE 18 - PAID HOLIDAYS

18.01 All regular full-time employees and regular part-time employees are entitled to paid holidays in accordance with the following schedule:

New Years Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	National Day for Truth and Reconciliation
Victoria Day	Remembrance Day
Canada Day	Christmas Day
	Boxing Day

and any other day, which is proclaimed as a public holiday by the federal government.

Regular full-time Roads Department and Waste Site employees will be paid for the hours they were scheduled to work on the paid holiday. Regular part-time and temporary employees will be paid in accordance with the applicable provisions of the *Employment Standards Act* for each holiday.

- 18.02 a) For regular full-time employees, when any of the holidays noted in Article 18.01 fall on a Saturday or Sunday, the succeeding Monday shall be designated as the holiday in lieu of the holiday except for employees scheduled not to work on Monday and in such case the holiday shall be designated as the succeeding Tuesday.
- b) When any of the holidays in Article 18.01 fall on a Monday, the succeeding Tuesday shall be designated as the holiday for an employee who is not scheduled to work on the Monday. If an employee is scheduled to work on the Monday, then the employee receives the day off with pay.
- c) When any of the holidays in Article 18.01 fall on a Friday, the preceding Thursday shall be designated as the holiday for an employee who is not scheduled to work on the Friday. If an employee is scheduled to work on the Friday, then the employee receives the day off with pay. When a holiday falls on a Friday, Facilities Management employees shall take the day off and will be compensated for six (6) hours of wages on Friday plus take the last two (2) hours of Thursday off with compensation.
- d) Employees shall be compensated for these holidays based on the number of hours they are regularly scheduled to work (i.e., ten (10) hours). (except for Facilities Maintenance on Fridays).
- 18.03 Any regular full-time and regular part-time employee required to work on a holiday shall be paid for all authorized work performed on such holiday at two times (2X) his/her regular hourly rate of pay for all hours worked in addition to his/her holiday pay, or he/she has the option to carry forward the time worked on the designated holiday, to be taken at another time during the year prior to December 31st.
- 18.04 When any of the above holidays occur during an illness, that day is not charged against the employee's sick leave credits.
- 18.05 All other employees receive payment for public holidays according to *Ontario's Employment Standards Act* and must fulfill the eligibility requirements for public holidays under the *Employment Standards Act*.
- 18.06 When December 24 and December 31 fall on a regularly scheduled workday, regular full time and regular part-time employees who are scheduled will only be required to work for four (4) hours but will be paid for a regular full day. If December 24 or December 31 fall on a Friday, the employees who are not scheduled to work will work four (4) hours on the preceding Thursday but will be paid for a regular full day. If December 24 or December 31 fall on a Monday, the employees who are not scheduled to work, will work four (4) hours on the preceding Friday but will be paid for a regular full day.

ARTICLE 19 – VACATIONS

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

- Less than one (1) year of service from the date of full-time employment:
one (1) working day eight (8) hours for each month to a maximum of 80 (eighty) hours
- four percent (4%)

After one (1) year's service from the date of full-time employment:
Eighty (80) hours - four percent (4%)

- On January 1st in the year that an employee completes three (3) years of service from the date of full-time employment: one hundred and twenty (120) hours - six percent (6%)
- On January 1st in the year that an employee completes six (6) years of service from the date of full-time employment: one hundred and sixty (160) hours - eight percent (8%)

On January 1st in the year that an employee completes ten (10) years of service from the date of full-time employment: two hundred (200) hours - ten percent (10%)

On January 1st in the year that employee completes thirteen (13) years of service from the date of full-time employment: two hundred and forty (240) hours - twelve percent (12%)

Regular full-time Roads Department and Waste Site employees will be paid for the hours they were scheduled to work on the vacation day, subject to there being sufficient hours in the employee's vacation bank. Vacation pay percentages are used to calculate payment for unused vacation and for calculating entitlement while on long term disability.

19.02 The vacation entitlement for regular part-time employees is calculated based on their earnings of the previous calendar year (Jan. 1 to Dec. 31) multiplied by the applicable percentage in Article 19.01.

19.03 All temporary employees shall receive vacation pay as per *Employment Standards Act* and are not entitled to paid vacation.

19.04 Vacation Schedule

Vacation requests received before April 30th shall be granted on the basis of seniority in the event of a conflict. The vacation schedule shall be posted no later than May 15th. Vacation requests received after April 30th shall be granted on a first come first serve basis, subject to operational requirements. Vacation schedules shall not be changed unless mutually agreed by the employee and the Employer.

- 19.05 Vacation while on LTD
Vacation entitlement when on long term disability is calculated by multiplying the percentage of vacation pay which applies to the employee by the amount of salary he/she has received from the Employer in the current calendar year (Jan. 1-Dec. 31).
- 19.06 An employee who terminates his/her employment shall receive, with his/her final pay, his/her proportionate pay due to him/her in lieu of vacation entitlement not received prior to termination or if he/she has not earned the full vacation entitlement for the vacation time taken, the Employer shall deduct the proportionate share for which he/she was not entitled from his/her final pay.
- 19.07 If, during an employee's vacation, there should occur a serious illness or accident requiring hospitalization or confinement to bed at home which is confirmed by a medical certificate, then sick leave, for the time that the employee is sick, may be substituted for vacation.
- 19.08 Approved Leave of Absence During Vacation
Where the employee qualifies for bereavement, during his/her period of vacation, there should be no deduction from vacation credits for such absence.
- 19.09 Compensation for Holidays Falling Within Vacation Schedule
If a holiday falls or is observed during an employee's vacation period, he/she shall be allowed an additional vacation day to be taken at a time mutually agreeable to the Employer and the employee.
- 19.10 If an employee takes an unpaid leave of absence, including voluntary leave totaling more than one (1) complete month, vacation time is pro-rated to reflect only the proportion of time worked.
- 19.11 All vacation entitlements are to be used within the calendar year (Jan. 1 to Dec. 31). No extensions or carry-over is permitted. Exceptions may be made under exceptional circumstances and must be approved by the Chief Administrative Officer or designate. Any unused vacation shall be paid out in January of the following year.
- 19.12 Repayment of unearned vacation entitlements will not be required upon an employee's retirement after June 30 of the year of retirement provided that the employee has over twenty (20) years of service and will be receiving an OMERS pension.
- 19.13 All vacation days are to be paid at the employee's regular weekly earnings, not including overtime, replacement pay or any other payment(s), for the vacation period.

- 19.14 Employees shall be entitled to their vacation in an unbroken period wherever possible subject to the understanding that employees entitled to three (3) or more weeks of vacation may be required to take the third (3rd) and fourth (4th) weeks at times other than the first two (2) weeks.

ARTICLE 20 - SICK LEAVE

- 20.01 Regular Full-time employees who have completed their probationary period shall be entitled to paid sick leave for absences from work due to illness or injury, as follows. On January 1st, each employee is entitled to a ninety-six (96) hour sick leave allowance for the calendar year. The allowance is credited at the rate of eight (8) hours per complete month worked in the calendar year. An employee has the option of using a credit prior to it being earned. An employee must earn the credits by the end of the year or pay back the credit.

Upon conclusion of the employee's employment, fifty percent (50%) of the employee's calendar year sick leave allowance that has been credited and is unused up to the date their employment ends, will be paid out to the employee.

- 20.02 If a regular full-time employee takes an unpaid leave of absence, which includes voluntary leave that totals more than half the number of consecutive workdays in a month, sick time is prorated to exclude any accumulation of sick time for that period.
- 20.03 Sick leave does not exceed three (3) consecutive days, at which time short term disability applies (Article 21).
- 20.04 Any consecutive sick leave absence beyond three (3) days may require the submission of a doctor's certificate to maintain eligibility for sick leave credits as determined by the employee's supervisor.
- 20.05 Effective January 2025, regular full-time employees shall be allowed to use up to thirty (30) hours of their sick time from Article 20.01 as an unspecified personal day, for any reason, subject to operational requirements.
- 20.06 At the end of the calendar year, an employee may elect to be paid out up to a maximum of fifty percent (50%) of their credited and unused sick leave allowance. Any sick hours that are not paid out to the employee at the end of the year will be placed in a sick time bank. The sick time bank will not exceed four hundred (400) hours (replenishable); hours that would exceed four hundred (400) hours in the sick bank will be forfeited. Sick bank hours may only be used to top-up the employee's wages while the employee is in receipt of short term disability benefits from the Township and shall only be applied after the sick hours for the current year have been exhausted. Hours in the sick bank otherwise have no cash value and are not paid out.

ARTICLE 21 – SHORT TERM DISABILITY

- 21.01 The Employer shall provide a Short Term Disability (STD) Leave Plan for all regular full-time employees who have completed their probationary period.
- 21.02 Short term disability coverage of seventy-five percent (75%) of an employee's weekly earnings shall begin on the fourth (4th) day of absence. During the waiting period, an employee shall continue receiving full pay by drawing on unused sick days. If an employee has exhausted his/her sick days, he/she will be subject to a three (3) day, unpaid waiting period prior to receiving short term disability leave benefits.
- 21.03 Employees may use vacation time to cover an unpaid waiting period. They may also use sick time or vacation time to cover the difference between the seventy-five percent (75%) coverage of the Short Term Disability plan and their regular wages.
- 21.04 The Employer will require medical proof of the employee's disability and may request that a doctor, of the Employer's choice, examine the employee.
- 21.05 The Employer reserves the right to request medical updates on a monthly basis during a Short Term Disability absence, or more frequently if the circumstances require same.
- 21.06 Provided all applicable requirements are met, Short Term Disability benefits shall continue for the qualifying period of Long Term Disability.

ARTICLE 22 - LEAVE OF ABSENCE

- 22.01 General Leave
After five (5) years of service, the Employer may grant leave of absence not exceeding one year's duration, without pay and without loss of seniority to any employee requesting such leave of absence, for valid personal reasons. Any such request shall be in writing and must be approved by the Employer. Employees on an approved leave of absence shall not engage in any gainful employment without permission of the Employer. Such leave is not to be unreasonably denied, having regard to operation and staffing requirements. Health benefits paid on behalf of the employee prior to their leave shall continue for three (3) months, after which the employee is responsible for the payment of premiums if they choose to continue such benefits.
- 22.02 Leave for Union Function
Upon notification to the Employer, an employee elected or appointed to represent the Union at Union functions shall be allowed a leave of absence with pay, with benefits and without loss of seniority. The Union shall reimburse the Employer for receipt of such pay.

22.03 Leave of Absence for Full-Time Union or Public Duties

An employee who is elected or selected for a full-time position with the Union or any body with which the Union is affiliated, or who is elected to public office, shall be granted leave of absence without pay or benefits and without loss of seniority for a period up to a maximum of five (5) years while they hold the full-time position of office.

22.04 Bereavement Leave

Regular full-time and part-time employees are entitled to bereavement leave without loss of pay as follows:

- a) Five (5) days leave with pay at the time of death of: Father, Mother, Spouse, Son, Daughter, Sister, Brother, or a child for whom they are the legal guardian or past legal guardian. Such leave may be consecutive at the time of death or may be broken up in order to later attend a funeral, burial, or such other related event occurring within one (1) year of the death.
- b) Three (3) days leave with pay at the time of death of: Mother-in law, Father-in-law, Son/Daughter-in-law, Nieces (immediate), Nephews (immediate), Brother/Sister-in-law, Grandparents (immediate), Grandchildren, Stepchildren/parents. Such leave may be consecutive at the time of death or may be broken up in order to later attend a funeral, burial or such other related event occurring within one (1) year of the death.
- c) If a funeral or such other event related to a death falls on a workday, one (1) day leave with pay for: Aunts (immediate), Uncles (immediate), Nephews (in-law), Nieces (in-law), Cousins (immediate) and Grandparents (in-law).
- d) Additional days off with or without pay for extenuating circumstances (e.g., travelling distance) may be granted at the discretion of the CAO, to a maximum of five (5) days.

22.05 Pregnancy and Parental Leave

All references to Pregnancy and Parental Leave are governed by the definitions, eligibility periods, qualifying periods and entitlements referred to in the *Employment Standards Act, 2000, R.S.O. Chapter 41*.

22.06 Jury or Court Witness Duty

The Employer shall grant leave of absence without loss of seniority to an employee who serves as a juror or subpoenaed as a Crown witness in any court. The Employer shall pay the employee his/her regular wages. The employee shall pay the Employer any amount received as compensation, other than travelling allowance.

Time spent by an employee required to serve as a court witness for the Employer and at the request of the Employer in a matter arising out of his/her employment shall be considered as time worked and shall be paid at the appropriate rate of pay.

22.07 Where employees are required by the Employer to take courses to upgrade or acquire new employment qualifications, the Employer shall pay the full cost associated with the courses upon successful completion of the course. Full cost shall mean tuition/registration and course materials costs and any pre-approved expenses related to travel and similar expenses.

22.08 Education Leave

Where an employee is required by the Employer to take a course or training to upgrade or acquire new employment qualifications, the employee shall be entitled to leave with pay to cover any days where the employee would otherwise have been at work. The Employer shall cover the tuition, cost of materials, and reasonable costs associated with taking the course in accordance with the Employer's policies with respect to business travel.

ARTICLE 23 – BENEFITS

23.01 Benefits

a) The Employer shall pay the premiums necessary to maintain in force for all regular full-time employees who have completed their probationary period the following benefits:

- a. Extended Health Care including semi-private hospitalization, drugs, paramedical services, hearing aids (existing coverage for hearing aids increased from five hundred dollars (\$500) to one thousand dollars (\$1,000) and orthotics;
- b. Dental care using the current ODA fee guide;
- c. Life insurance of 3X annual earnings to a maximum of three hundred thousand (\$300,000);
- d. AD&D, and;
- e. LTD providing a benefit of seventy-five percent (75%) of regular monthly earnings to a maximum of six thousand dollars (\$6000.00) per month.

b) The Employer will reimburse a regular full-time employee up to five hundred dollars (\$500.00) per person in any twenty-four (24) consecutive months with respect to the purchase of prescription glasses or contact lenses for the employee and their dependent(s) (as defined under the policy of insurance which provides the benefits in paragraph a) above).

23.02 Both the Employer and the employee shall pay their respective contributions as required under the OMERS pension plan.

23.03 It is understood that the Employer may at any time substitute another carrier for any plan, provided the benefits remain in total the same. Before making such a substitution, the Employer shall notify the Union to explain the proposed change and to ascertain the views of the employees.

- 23.04 The Employer shall continue to pay its portion of premiums for insured benefit plans, provided employees continue to pay their portion, if any, as follows:
- (i) While on paid leave of absence to a maximum of twelve (12) months.
 - (ii) While on pregnancy and parental leave as required by the *Employment Standards Act*.
 - (iii) While receiving WSIB benefits for up to twelve (12) months from the date of the injury.
 - (iv) While absent due to illness and on sick leave or LTD, to a maximum of two (2) years from the date the absence began.
 - (v) While on lay-off for up to eighteen (18) months.
- 23.05 The Employer will reimburse an employee, who is required to have an AZ/DZ license as a condition of their regular duties, for the fees incurred by the employee for medical examinations required for such license.

ARTICLE 24 – GENERAL PROVISIONS

24.01 Collective Agreement

The Parties agree to exchange an electronic copy of this Collective Agreement and the Employer agrees to provide a copy of the Collective Agreement to all current employees in the bargaining unit and all new hires.

24.02 Union Meetings

The Employer may approve the use of its premises for the purpose of Union meetings without cost to the Union.

24.03 Work Site Access

A National Representative of the Union will be given access to work sites to meet with employees covered by this Collective Agreement during their meal and other scheduled breaks, whether paid or unpaid, upon prior notice to the Employer of at least twenty-four (24) hours.

24.04 Union Bulletin Boards

The Employer will provide a Union bulletin board in each worksite. These boards will be located in areas that are highly visible to employees and will be used solely for postings by the Union.

ARTICLE 25 – DURATION


25.01 Term

The term of this Agreement shall be from July 1, 2024 to June 30, 2028 and shall continue from year to year upon the expiration of that term unless either party gives to the other party notice in writing between the period of thirty (30) and ninety (90) days prior to the expiration date in each year that they seek to amend the Collective Agreement.

SIGNED in the Township of Leeds, Ontario, this 12th day of September, 2025.

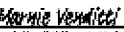
**ON BEHALF OF THE CANADIAN
UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 5397**

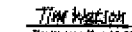
**ON BEHALF OF THE TOWNSHIP OF
LEEDS AND THE THOUSAND ISLANDS**


RCA 18149 (Sep 11, 2025 18:31:44 EDT)

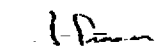

Corinna Smith-Geeche (Sep 11, 2025 12:10:54 EDT)


RCA 18149 (Sep 14, 2025 08:06:57 EDT)

Mayor

Marnie Venditti (Sep 11, 2025 12:09:37 EDT)


Tim Watson (Sep 17, 2025 17:26:46 EDT)

Acting Chief Administrative Officer (CAO)



SCHEDULE A – WAGES

July 1, 2024 – 4%

JOB TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
	Start	12 Month	24 Month	36 Month	48 Month
Equipment Operator 1	\$27.67	\$28.64	\$29.65	\$30.68	\$31.76
Roads Patrol/Equipment Operator 1	\$27.67	\$28.64	\$29.65	\$30.68	\$31.76
Facilities Maintenance/Public Operator 2	\$25.71	\$26.61	\$27.54	\$28.50	\$29.50
Waste Site Attendant 1	\$23.41	\$24.23	\$25.08	\$25.96	\$26.86
Mechanic	\$32.77	\$33.91	\$35.10	\$36.33	\$37.60
Lead Hand	\$30.59	\$31.66	\$32.77	\$33.91	\$35.10

July 1, 2025 – 3%

JOB TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
	Start	12 Month	24 Month	36 Month	48 Month
Equipment Operator 1	\$28.50	\$29.50	\$30.54	\$31.60	\$32.71
Roads Patrol/Equipment Operator 1	\$28.50	\$29.50	\$30.54	\$31.60	\$32.71
Facilities Maintenance/Public Operator 2	\$26.48	\$27.41	\$28.37	\$29.36	\$30.39
Waste Site Attendant 1	\$24.11	\$24.96	\$25.83	\$26.74	\$27.67
Mechanic	\$33.75	\$34.93	\$36.15	\$37.42	\$38.73
Lead Hand	\$31.51	\$32.61	\$33.75	\$34.93	\$36.15

July 1, 2026 – 3%

JOB TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
	Start	12 Month	24 Month	36 Month	48 Month
Equipment Operator 1	\$29.36	\$30.38	\$31.46	\$32.55	\$33.69
Roads Patrol/Equipment Operator 1	\$29.36	\$30.38	\$31.46	\$32.55	\$33.69
Facilities Maintenance/Public Operator 2	\$27.28	\$28.23	\$29.22	\$30.24	\$31.30
Waste Site Attendant 1	\$24.84	\$25.71	\$26.61	\$27.54	\$28.50
Mechanic	\$34.77	\$35.98	\$37.24	\$38.54	\$39.89
Lead Hand	\$32.45	\$33.59	\$34.77	\$35.98	\$37.24

July 1, 2027 – 3%

JOB TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
	Start	12 Month	24 Month	36 Month	48 Month
Equipment Operator 1	\$30.24	\$31.30	\$32.40	\$33.52	\$34.71
Roads Patrol/Equipment Operator 1	\$30.24	\$31.30	\$32.40	\$33.52	\$34.71
Facilities Maintenance/Public Operator 2	\$28.09	\$29.08	\$30.09	\$31.14	\$32.24
Waste Site Attendant 1	\$25.58	\$26.48	\$27.41	\$28.37	\$29.35
Mechanic	\$35.81	\$37.05	\$38.35	\$39.70	\$41.09
Lead Hand	\$33.43	\$34.60	\$35.81	\$37.05	\$38.35

Employees progress through the above steps based on service and a satisfactory performance evaluation.

Management may start an employee at the step it deems appropriate in recognition of the employee's prior work experience and related abilities, after consultation with the Union. An employee who transfers from a lower paying classification into a higher paying classification will be placed at the nearest step above their pre-transfer wage. It is understood at no time shall a new employee hired from outside of the bargaining unit be placed in a higher step of a classification than a current employee in that classification.

An employee appointed as Lead Hand on a temporary/acting basis shall receive their regular wage step applicable to their regular position plus an additional two dollars (\$2.00) per hour. If the appointment lasts more than thirty (30) days, the employee will be compensated after the initial thirty (30) days at the wage step for the Lead Hand position that is next above the wage amount paid for the initial thirty (30) days.

LETTER OF UNDERSTANDING #1 – CURRENT WASTE SITE ATTENDANTS HOURS

Between

THE TOWNSHIP OF LEEDS AND THE THOUSAND ISLANDS

And

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 5397


The Employer and the Union agree that the current full-time Waste Site Attendants (Paul Trafford, John Stafford, Dustin Jackson) are grandfathered at the eight and one-half (8 ½) hour-per-day level for the purposes of hours of work, vacation, statutory holidays and sick time for so long as those employees occupy that position. For clarity, if one of these employees moves to another position with the Employer, they will be subject to the terms of the Collective Agreement relating to that other position. Once one or more of these employees have vacated the Waste Site Attendant position, and if that position is filled by the Employer, that position will be an eight (8) hour-per-day position.

SIGNED in the Township of Leeds, Ontario, this 12th day of September, 2025.


**ON BEHALF OF THE CANADIAN
UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 5397**



12/25/2025 11:28 AM EDT



Rick L. ... (Sep 16, 2025 08:43 EDT)



12/25/2025 11:28 AM EDT



12/25/2025 11:28 AM EDT

**ON BEHALF OF THE TOWNSHIP OF
LEEDS AND THE THOUSAND ISLANDS**



Conna Smith-Gatche Sep 11, 2025 12:10:54 EDT

Mayor



Marnie Venditti Sep 11, 2025 12:09:37 EDT

Acting Chief Administrative Officer (CAO)