

COLLECTIVE AGREEMENT

BETWEEN

**CORPORATION OF THE TOWNSHIP OF
SOUTH FRONTENAC**
(“the Employer”)

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 4336**
(“the Union”)

APRIL 1, 2025 – MARCH 31, 2028

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LAND ACKNOWLEDGEMENT

We acknowledge that the land on which we know as the Township of South Frontenac is the traditional territory of the Algonquin, Anishinaabe, and Haudenosaunee Peoples. This land has been home to Indigenous Nations since time immemorial and remains sacred to their communities.

We recognize the enduring presence and contributions of Indigenous Peoples to this region, and we honor their stewardship of the land, waters, and all living things.

As we live, work, and engage on these lands, we commit to learning from Indigenous perspectives, respecting their rights, and supporting efforts toward truth, reconciliation, and justice.

ARTICLE 1 - PREAMBLE

1.01 It is the desire of both parties of this Agreement:

- (a) To maintain and improve harmonious relations and to settle conditions of employment between the Employer and the Union for the employees in the bargaining unit.
- (b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions covered by this Collective Agreement.
- (c) To encourage efficiency in operations and the provision of high quality municipal services to the citizens of the Township of South Frontenac.
- (d) To promote the morale, wellbeing and security of the employees in the bargaining unit.

ARTICLE 2 - DEFINITIONS

2.01 The parties agree to the following definitions:

- (a) **Full-Time Employee** - shall mean a person who works the hours of work described in Article 16.02 (a), or (b).
- (b) **Part-Time Employee** - A person who regularly works less than full-time hours, at least sixteen (16) hours, in a classification listed in Schedule "A" of the Collective Agreement.

Part-Time Employees shall not be entitled to benefits under Articles 17, 18, 19, or 20 unless expressly provided for within this agreement.

- (c) **Casual Employee** - A person who is hired and retained as an active employee of the Township but who works on an infrequent basis and with no set schedule or guaranteed hours, for the purpose of coverage due to vacations or other short-notice absences. Casual Employees shall not be entitled to benefits under Articles 17, 18, 19, 20 or 21 unless expressly provided for within this agreement and shall not work in excess of 520 hours each in a calendar year.
- (d) **Temporary Employee** - shall mean a person who is hired by the Employer for a specific period of time not to exceed six (6) months, in order to:
 - i) Replace an employee who is on a leave of absence, absence due to WSIB disability, sick leave or long term disability or legislative leave.
 - ii) Perform a non-recurring task.
 - iii) Assist the municipality in responding to seasonal demands.
 - iv) All temporary vacancies lasting in excess of six (6) months shall be posted as per Article 13. If in the case of a leave of absence, WSIB, sick leave, long term disability (LTD) or legislative leave, replacement shall be to a maximum of two (2) years

The hiring of a temporary employee shall not cause a lay-off. Temporary employees may be hired to work either full-time or part-time hours, or a combination thereof.

Temporary Employees shall not be entitled to benefits under Articles 17, 18, 19, or 20 unless expressly provided for within this agreement.

- (e) "Rest Day" or "Day Of Rest" - means a day on which an Employee is not ordinarily required to work, other than a Paid Holiday, vacation or leave of absence.
- (f) "Inside" and "Outside" positions shall be identified within Schedule A.

ARTICLE 3 – RECOGNITION AND REPRESENTATION

3.01 The Employer recognizes the Union as the exclusive bargaining agent for all employees of the Employer in the Township of South Frontenac, save and except Volunteer Firefighters, Executive Assistant to the Chief Administrative Officer, By-Law Enforcement Officer, Chief Building Official, Area Supervisors and all employees of equal or higher rank of Area Supervisor. and students employed during the school vacation period.

3.02 Work of the Bargaining Unit

Persons whose jobs (paid or unpaid) are not in the bargaining unit will not do the work of any jobs which are included in the bargaining unit that would cause a layoff.

3.03 Contracting Out

The Employer agrees that no employee who is employed as a full-time employee as of April 1, 2021 shall be laid off due to the contracting out of work presently performed by full-time members of the Bargaining Unit.

3.04 Employment Assistance Placements

The Employer will not use persons available through employment assistance programs to perform work of the Bargaining Unit such to cause a layoff or impact the regular hours of bargaining unit employees.

3.05 Student Employee

The employment of a Student Employee shall not result in the layoff or reduction of hours of a regular Employee or the termination of a probationary Employee nor shall a regular Employee who is qualified and able to perform the required work be laid off while a Student Employee is employed by the Employer to perform that work.

3.06 Protection Against Volunteers

Volunteers will not be used to perform work of the bargaining unit. This provision does not affect the employer's ability to continue the use of volunteers for community events and programs or academic placements.

3.07 No Other Agreements

No Employee will be required or permitted to make any written or verbal agreement with the Employer or their representatives, which may conflict with the terms of this Agreement.

3.08 Employee Contact Information

In July of each year, the Employer will provide to the Union a list of all Employees covered by this Agreement. The list will include each person's name, job title/classification, home mailing address, home telephone number, (and other available personal telephone numbers, such as cellular numbers) and personal e-mail if available.

It shall be the sole responsibility of each employee to keep the Employer informed of their current address and telephone number

3.09 Union Orientation Sessions

New Employees

On commencing employment in a position within the bargaining unit, the Union shall be notified of new hires before the start date and a steward will be allowed fifteen (15) minutes to acquaint such new employee with the Collective Agreement at the time of hire. 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 sixty (60) minutes will be allowed for this purpose within regular working hours and without loss of pay for either Employee.

3.10 Access to Work Site

The Representative designated by the Union will be given access to work sites to meet with Employees covered by this Agreement during their meal and other scheduled breaks, whether paid or unpaid.

3.11 Right of Fair Representation

The Union will have the right at any time to have the assistance of Representatives of the Canadian Union of Public Employees and/or CUPE 4336 when dealing or negotiating with the Employer. Such Representatives will have access to the Employer's premises in order to deal with any matters arising out of this Collective Agreement.

3.12 Bulletin Boards

The Employer will provide a Union bulletin board in each work site. In multi-floor buildings, a Union bulletin board will be located on each floor. These boards will be located in areas that are highly visible to Employees. The bulletin boards will be used solely for postings by the Union.

3.13 Copies of the Agreement

The Employer shall arrange to print sufficient copies of the Collective Agreement within thirty (30) calendar days from the date it receives the signed copy of the Collective Agreement.

ARTICLE 4 - MANAGEMENT RIGHTS

4.01 The Union recognizes and acknowledges that the management of the Employer and direction of the working forces are fixed exclusively in the Employer, and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- (a) maintain order, discipline and efficiency.
 - (b) hire, re-hire, demote, discharge, classify, transfer, promote, lay-off, suspend or otherwise discipline employees, provided that a claim by a non-probationary employee that they have been disciplined without just cause shall be subject to the provisions of the grievance procedure.
 - (c) make, alter and enforce rules of conduct to be observed by the employees.
 - (d) determine, organize and direct in all respects the services provided to the public and without restricting the generality of the foregoing, decide to locate, extend, curtail or cease operations, determine the number of employees required at any or all operations, determine the kinds and locations of machines, tools and equipment to be used, as well as the schedules of production, determine the qualifications of the employees, decide what machines, tools, equipment and materials are to be used in any operation, determine the nature of the work to be done and the methods of performing the said work, as well as to decide the time schedules of the Employer's operations.
- 4.02 The Employer agrees to exercise its management rights consistent with this Collective Agreement.

ARTICLE 5 - UNION MEMBERSHIP

- 5.01 The Employer shall deduct from every employee the monthly dues directed to be deducted by the Union in writing.
- 5.02 Such deductions shall be made from each pay and shall be forwarded to the Secretary-Treasurer of the Union not later than the 15th day of the following month.
- 5.03 The Employer shall include the amount of union dues paid by the employee in the previous year on the T4 income tax slip.
- 5.04 The Union agrees to indemnify and save harmless the Employer in respect of any and all claims and liability which the Employer may incur in complying with the provisions of this Article.

ARTICLE 6 - UNION MEMBERSHIP REQUIREMENT

- 6.01 All employees who are now members of the Union shall remain members of the Union and all eligible employees shall become members of the Union as per Article 3.

- 6.02 The Union agrees that neither it nor its Officers, Representatives, Officials, Agents or members shall engage in Union activities during working hours nor hold meetings at any time on the premises of the Employer without the permission of the Chief Administrative Officer or designate. Where such permission is granted, the Employer will keep the employee's pay whole and the Union shall reimburse the Employer for all such costs.

ARTICLE 7 - NO DISCRIMINATION

- 7.01 There shall be no discrimination by either the Employer or the Union against any employee on the basis of the prohibited grounds set out in the Ontario Human Rights Code, or by reason of the employee's membership or lack of membership in the Union.

ARTICLE 8 - COMMITTEES

8.01 Labour Management Committee

A Labour Management Committee shall be established with four (4) employee representatives and four (4) representatives of the Employer. The Labour Management Committee shall meet at least quarterly. The fundamental purpose of this Committee is to promote communication regarding workplace issues which affect both the employees and the Employer. The Committee shall have the power to recommend to both the Employer and the Union but shall have no power to effect any changes to this Collective Agreement. Minutes shall be kept of the Labour Management Committee meetings and shall be posted for employees to view. Employees shall be paid for all regular hours missed as a result of meeting with the Employer at the Labour Management Committee.

8.02 Negotiation Committee

- (a) The Employer agrees to recognize a Union Negotiating Committee of no more than four (4) employees. The members of the Union Negotiating Committee will be paid by the Employer for all regular hours missed due to direct bargaining with the Employer, up to and including conciliation.
- (b) The members of the Union's Negotiating Committee will be granted two (2) days off with pay for the purpose of preparing the Union's proposals prior to the commencement of collective bargaining for the renewal of this agreement.

8.03 Grievance Committee

The Employer agrees to recognize a Union Grievance Committee consisting of no more than five (5) employees. It is understood and agreed that the first obligation of the members of the Union Grievance Committee ("the stewards") is to perform their regular duties as assigned by the Employer. A union representative, with the approval of their Supervisor shall be permitted to leave

their regular duties for a reasonable period of time without loss of regular wages to investigate grievances as defined in this Agreement. The ability of union representatives to leave their work during working hours without loss of pay is extended on the understanding that the time will be exclusively devoted to the prompt investigation of grievances and will not be abused, and that the time taken will be approved by the supervisor for payment. Whenever, in the opinion of the supervisor, more than a reasonable period of time is taken by the union representative to investigate grievances, the supervisor may decline to approve payment for such periods as they consider to be excessive.

8.04 The departments covered by each steward shall be:

- Two stewards for the inside employees;
- Two stewards for the outside employees;
- One lead steward.

8.05 The Union shall notify the Employer in writing of the name of each steward and the department they represent and the name of the chief steward and any Committee members before the Employer shall be required to recognize them.

ARTICLE 9 - CORRESPONDENCE

9.01 All correspondence between the parties arising out of this Agreement or incidental thereto, shall pass to and from the Manager of Human Resources and the President of the Union, and the Recording Secretary of the Local, with a copy to the National Representative through the union. The union shall receive copies of all correspondence in relation to hiring, termination, resignation, retirement, leaves of absences, discipline, layoff and recall of all bargaining unit employees.

ARTICLE 10 - GRIEVANCE PROCEDURE

10.01 A grievance shall be defined as any difference between the Union and the Employer arising out of the interpretation, application, administration or alleged violation of the Collective Agreement, including any question as to whether a matter is arbitrable.

10.02 The parties agree that it is of the utmost importance to address complaints and grievances as quickly as possible, using the following process.

The nature of the grievance, the remedy sought, and the section or sections of the Agreement alleged to have been violated shall be set out in the grievance.

10.03 Step 1

An employee will have no grievance unless they have discussed the grievance with their manager first, within seven (7) working days of the incident or circumstances giving rise to the grievance.

Step 2

If the employee is unable to resolve the matter with their manager, the employee shall provide their grievance in writing to the Director, within five (5) working days of their discussion with their manager. The Director shall provide their reply to the employee's grievance in writing within five (5) working days of its receipt.

Step 3

If the employee is unable to resolve the matter with the Director, they may submit the grievance to the Chief Administrative Officer within five (5) working days of the Director's reply. A meeting between the Grievance Committee and the Chief Administrative Officer will be held within five (5) working days of the submission of the grievance, in an endeavour to settle the grievance. The Chief Administrative Officer shall provide their reply to the grievance to the Employee and the Grievance Committee within five (5) working days of the date of the said meeting.

10.04 If the grievance is not resolved following the exhaustion of the steps in Article 10.03, the Union may refer the grievance to arbitration in accordance with Article 11.

10.05 The Union may submit to the Employer a policy grievance, which is defined as an alleged violation of the Agreement concerning all or a substantial number of employees in the bargaining unit, in respect of which an individual employee could not grieve. Such Union policy grievance shall be initiated at Step 2 of the grievance procedure when concerning employees in one department or at Step 3 when concerning employees from multiple departments within ten (10) working days of the incident or circumstances giving rise to such grievance.

10.06 Any grievance not processed in accordance with the time limits in Article 10 shall be deemed abandoned unless extended by mutual agreement by the parties in writing. Such requests will not be unreasonably denied. A failure to comply with any of these time limits may be relieved by an Arbitrator.

ARTICLE 11 - ARBITRATION

- 11.01 A party submitting a grievance to arbitration shall advise the other party in writing of its submission within seven (7) working days of the reply at Step 3 of the grievance procedure, which shall include names of three (3) suggested Arbitrators to hear the matter. The Responding Party shall either agree to one of the suggested arbitrators or respond with three (3) alternates for consideration within ten (10) working days thereafter.
- 11.02 Should the employer and the union fail to come to an agreement on a sole arbitrator within thirty (30) working days, either party may request that the Minister of Labour make the appointment.
- 11.03 No person shall be selected as an Arbitrator who has been involved in the circumstances surrounding the grievance.
- 11.04 The decision of the Arbitrator shall be final, binding and enforceable on both parties and any employees that may be affected by the decision. The Arbitrator shall not have the authority to change this Agreement or to alter, modify or amend any of its provisions.
- 11.05 Each party shall pay one-half (0.5) of the fees and expenses of the Arbitrator and any costs of the place of hearing of such arbitration when the necessity arises.
- 11.06 Any grievance not processed in accordance with the time limits in Article 11 shall be deemed abandoned unless extended by mutual agreement by the parties in writing. Such requests will not be unreasonably denied. A failure to comply with any of these time limits may be relieved by an Arbitrator.

ARTICLE 12 - SENIORITY AND PROBATION

- 12.01 Seniority is defined as the length of service within the bargaining unit.
- 12.02 The seniority of part-time, temporary and Casual employees shall be calculated on an hourly basis exclusive of overtime hours. Two thousand and eighty hours (2,080) hours shall equal one (1) year. At no time shall an employee gain more than one (1) year's seniority in a one (1) year period.
- 12.03 Temporary and Casual employees shall accumulate seniority by hours for the purpose of rehire and applying for a position and will be considered an internal candidate when filling vacancies. Should a temporary employee secure a full-time or part-time position, seniority shall consist of all regular hours of work within the bargaining unit. Temporary employees shall lose all seniority if they are not rehired within twenty-four (24) months or if they refuse an offer of employment. Casual employees shall lose all seniority if they do not accrue any hours for the employer over a twelve (12) month period.

12.04 The Employer shall maintain two (2) separate seniority lists for outside and inside employees. Both seniority lists shall be posted by the Employer by January 31st of each year.

- 12.05 (a) Newly hired full-time employees shall serve a probationary period of six (6) months from the date of hire. Part-Time, Temporary and Casual employees shall serve a probationary period of one thousand and forty (1,040) hours. The Employer may terminate the employment of a probationary employee in its sole discretion during the probationary period. The Employer may extend the probationary period in its discretion for a period of up to one (1) month and shall notify the Union and the employee in writing of such extension. There shall be only one probationary period served per employee.
- (b) Notwithstanding the other provisions of this Article, a Permanent Part-time employee, shall be considered for full-time employment before a casual employee, regardless of their seniority.
- (c) Employees shall only become eligible to receive benefits in accordance with Articles 2, 17.02, 20 (excluding 20.04) and 21, following completion of their probationary period as per 12.05 (a) unless expressly provided for in this agreement.

12.06 An employee shall not lose seniority if they are absent from work because of:

- (a) illness;
- (b) injury, or
- (c) leave of absence of less than thirty (30) days which has been approved by the Employer.
- (d) leave of absence as provided for under the *Employment Standards Act*.
- (e) in exceptional circumstances the Employer may consider, in its sole discretion, provisions to provide continuity of seniority for approved leaves greater than thirty (30) days.

12.07 An employee shall lose all seniority and shall be deemed terminated if:

- (a) they are discharged for just cause and are not reinstated;
- (b) they resign and are not re-employed within three (3) months;
- (c) they are absent from work in excess of three (3) working days without sufficient cause or without notifying the Employer;

- (d) they fail to return to work within five (5) calendar days following their date of recall following lay-off, except for reasonable excuse;
- (e) they are laid off for a period of more than twenty-four (24) months;
- (f) they are laid off for a period of greater than eighteen (18) months pursuant to Article 24.05
- (g) they are absent from work for a period of two (2) continuous years due to illness or injury where the medical prognosis from a qualified medical practitioner indicates that future attendance at work on a regular basis is unlikely and the Employer has fulfilled its obligations under the Ontario Human Rights Code, as may be amended from time to time.

12.09 An employee who voluntarily leaves the Bargaining Unit for a temporary Non-Bargaining Unit position with the Employer forfeits all rights and privileges of the Collective Agreement and, upon return to the Bargaining Unit, the employee will be credited with seniority accumulated up to the date of leaving the Bargaining Unit.

The employee must be returned to their Bargaining Unit position within a period of six (6) months, unless the Union and the Employer agree to extend the duration of the temporary appointment.

ARTICLE 13 – JOB POSTINGS

13.01 When a vacancy occurs or a new position is created within the bargaining unit, the Employer shall post notice of such vacancy or position for a minimum of seven (7) working days with a copy to the Union.

The Employer shall be at liberty to advertise posted positions externally during the posting period. Any external applicants shall not be eligible for consideration until the Employer's assessment of internal applicants has been completed.

Posting may be waived by mutual agreement of both parties in cases such as the availability of only one (1) qualified employee within the bargaining unit i.e. As a vacancy occurs in the truck driver classification, the most senior qualified light equipment operator will be promoted (without posting) and the Employer will fill the vacancy of light equipment operator.

13.02 The Employer shall award positions having regard for the skill, ability, experience, and qualifications of the candidates. Where the above-mentioned factors are relatively equal (within 10%), seniority shall then govern.

13.03 Notwithstanding 13.01, the Employer is not required to post positions of six (6) months duration or less.

- 13.04 The successful applicant will be placed on a trial period of ninety (90) calendar days. If the successful applicant proves satisfactory during the trial period, the employee will continue in the position. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the Employee finds themselves unable to perform the duties of the new job classification, they will be returned to their former position and salary without loss of seniority. Any other Employee promoted or transferred because of the rearrangement of positions will also be returned to their former position and salary without loss of seniority. Any new employee(s) hired as a result of these promotions/transfers may have their employment terminated.
- 13.05 When the Employer creates a new position, it shall notify and consult with the Union prior to making a final decision regarding whether the position is inside or outside of the bargaining unit.

The Employer shall give notice to the Union of its final classification decision. If the Union does not agree with the Employer's classification decision, the Union may submit a grievance at Step 3 of the grievance procedure within thirty (30) working days of receiving notice of the Employer's classification decision.

Notwithstanding any other provision of this agreement, a failure to grieve the Employer's classification decision within thirty (30) working days of receiving notice of the Employer's decision shall be deemed to be an acceptance by the Union of the classification decisions and section 48(16) of the Labour Relations Act shall not apply.

ARTICLE 14 - DISCHARGE SUSPENSION AND DISCIPLINE

- 14.01 A claim by an employee (who has completed their probationary period and who has been discharged from the Employer) that their discharge or suspension was without just cause shall be treated as a grievance if their written statement is lodged with the Employer within three (3) days of their discharge or suspension. Such grievance shall commence at Step 2 of the grievance procedure as herein provided.
- 14.02 An employee who has completed their probationary period may be disciplined but only for just cause. When an employee is discharged or suspended, they shall be given the reason in the presence of their steward. Such employee in the Union shall be advised promptly in writing by the Employer of the reason for such discharge or suspension.
- 14.03 Provided that there is no re-occurrence of a related or similar incident, the record of an employee shall not be used against them by the Employer to exercise its rights under Article 4 at any time after twenty-four (24) months following a suspension or other disciplinary action, including letters of reprimand or any adverse reports.

- 14.04 Should the Employer forward to any employee a letter of discipline, the Union shall also receive a copy.

ARTICLE 15 - LAY-OFF AND RECALL (FULL-TIME ONLY)

15.01 Definition (Layoff)

A lay-off shall be defined as lack of work, reduction in the workforce, or a reduction in the regular hours of work for a full-time employee as defined in this Agreement.

15.02 Layoff Notice

In the event of a layoff, Employees will receive prior notice or pay in lieu thereof, according to the Employment Standards Act.

15.03 Lay-off Procedure

Employees shall be laid off in reverse order of seniority. When lay-offs occur, the Employee(s) occupying the position(s) affected will have the right to accept the layoff or be entitled to exercise their seniority to bump a less senior Employee in an equal or lower paying classification, providing they have the qualifications, ability and skills to perform the work of the position they chose to bump into. The Employee must be able to perform the job within a reasonable period of orientation. Such period of orientation not to exceed thirty (30) working days.

- 15.04 A laid off employee may bump the most junior employee in an equal or lower paying classification.

- 15.05 An employee who is displaced through bumping may either accept the lay-off or bump into the part-time ranks.

- 15.06 No new employees shall be hired while there are employees on lay-off in the same classification.

15.07 Government Programs

The Employer agrees that no full-time or part-time employees shall be laid off as a result of the Employer's participation in any government funded or wage subsidized programs. Further, the Employer agrees that there shall be no loss of hours or wages for any of these employees as a result of the Employer's participation in such programs.

15.08 Recall Procedure

Employees will be recalled in the order of their seniority providing they are qualified to do the work. No new Employees will be hired in the affected classification until those laid off have been given an opportunity for reemployment. Employees will not lose recall rights if they refuse a temporary position of two weeks or less duration.

ARTICLE 16 - HOURS OF WORK (FULL-TIME ONLY)

16.01 It is hereby expressly understood and agreed that the provisions of this Article shall not be construed to be a guarantee of or limitation upon the hours of work to be performed per day, per week or otherwise.

16.02 (a) Outside Employees

Unless specifically outlined below or otherwise mutually agreed to between the Employer and the Union, the regular hours of work for outside employees shall be forty (40) hours per week, from 7:00 a.m. to 3:30 p.m. Monday to Friday, with a one-half (½) hour unpaid lunch.

(i) Landfill Attendant Shift

The regular hours of work for employees assigned to Landfill Attendant shift shall be forty (40) hours per week, 8:30 a.m. to 4:30 p.m., with a one-half (1/2) hour paid running lunch (i.e. to be taken when conditions permit). Attendants will receive two (2) consecutive days off with one (1) of the days being a weekend day.

(ii) Weekend Operator Shift

The regular hours of work for the Weekend Operator are three (3) - twelve (12) hour shifts and one (1) - eight (8) hour shift every other week for the period approximately May 24th to November 15th and four (4) - ten (10) hour shifts Friday to Monday the rest of the year.

(b) Inside Employees

The regular hours of work for the inside employees shall be forty (40) hours per week, 8:30 a.m. to 4:30 p.m. Monday to Friday, with a half (½) hour paid lunch. In recognition of their limited opportunity to accumulate banked overtime.

16.03 All employees shall receive two paid fifteen-minute breaks during a work period of 5 hours or more.

16.04 Overtime

- (a) (i) Subject to paragraph (iii) hereof, the Employer agrees to pay overtime to full-time employees and temporary employees working full-time hours at the rate of time and one-half (1½) for all hours worked in excess of the regular or summer hours of work per day.
- (ii) Subject to paragraph (iii) hereof, the Employer agrees to pay overtime to part-time employees and temporary employees working part-time hours at the rate of time and one-half (1½) for all hours worked in excess of forty (40) hours per week.
- (iii) Employees assigned to winter patrol duties shall be entitled to overtime if their hours of work exceed eighty (80) hours in a pay period.
- (iv) All overtime must be approved in advance by the employee's supervisor.
- (v) All overtime and call-in opportunities will be offered on a rotating basis in order of seniority and provided the employee is willing and qualified, by the worksite that each employee is assigned to.

All employees interested in such overtime shall provide a single phone number for such purposes.

This call-in procedure does not apply to an employee who is required to complete a specific task already in progress, or for winter control.

All overtime shift call-out lists shall be published and transparent to show the next eligible employee for the next call-out. Should there be a specific reason for not calling out the next eligible employee (such as equipment qualifications) the reason shall be documented and that specific employee will be called.

No assigned shifts shall be given away by other staff members (trading shifts are acceptable). Holiday shifts shall be assigned by seniority.

- (vi) Should a mandatory rest period fall during all or a portion of an employee's regular working hours, the employee shall be paid for all regular shift hours that fall during the mandatory rest period.
- (b) (i) Non-scheduled work performed on an employee's last day of rest (i.e. Sunday, when Saturday and Sunday or Thursday, when Tuesday to Thursday are rest days) shall be paid at the rate of two times (2X) the employee's regular hourly rate.

- (ii) All other hours worked on rest days will be paid at time and one half (1 ½) the employee's regular hourly rate.

(c) Inside Employees

Inside employees may bank up to forty (40) hours of overtime, provided they are entitled to such overtime under this Agreement. Such banked overtime may not be accumulated from year to year. The employee may take time off using their banked overtime at a time that is mutually convenient to the employee and the Employer.

(d) Outside Employees

In the alternative to paragraph (a) and (b), full-time outside employees may bank a total of one hundred and sixty (160) hours of overtime and eighty (80) hours for part-time and temporary employees, provided they are entitled to overtime under this Agreement, subject to the following:

- (i) Subject to (ii), banked hours shall be banked and paid out at the rate of pay for each particular job the employee was doing when the overtime was earned;
- (ii) Any overtime worked in excess of 160 hours for full-time employees and 80 hours for part-time employees following the pay period in the previous year that includes November 30th, cannot be taken as time off and shall be paid to an employee or in accordance with the terms of 16.03 (d) (iii);
- (iii) Any hours remaining in an employee's bank as of the end of the pay period that includes November 30th, shall be paid out to the employee on the corresponding pay period, annually;
- (iv) The employee may take time off using their banked overtime at a time that is mutually convenient to the employee and the Employer.

16.05 The Union hereby agrees on behalf of itself and each employee in the bargaining unit that employees may agree to work beyond forty-eight (48) hours in a week to a maximum of sixty (60) hours of work in a week, if required by the Employer. This agreement is made in accordance with the relevant provisions of the *Employment Standards Act, 2000*. This agreement does not alter the fact that all overtime is voluntary and that employees shall remain entitled to overtime premium in accordance with Article 16.03 of this Collective Agreement.

16.06 The Union hereby agrees that the Employers *Work from Home Policy HR-021* shall also apply to employees in the union, subject to the following:

- (a) If any terms within Policy HR-021 are found to differ or conflict with the terms of this Collective Agreement, the terms of this Collective Agreement shall prevail.
- (b) Should the employer make any changes to Policy HR-021, such changes shall not apply to the Union unless agreed to in writing by the Union.

ARTICLE 17 - PAID HOLIDAYS (FULL-TIME ONLY)

17.01 The Employer recognizes the following as paid holidays;

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

17.02 Float Day

In addition to the statutory holidays provided for under this Article, Employees shall receive one (1) float day of eight (8) hours to be taken when mutually convenient to the Employer and employee, before the end of the calendar year. This float day cannot be carried over into the subsequent year.

17.03 Last Shift Before Christmas

In addition to the above listed paid holidays, all employees shall have the hours on the Employee's last regular scheduled working day before Christmas Day treated as a paid holiday. In the event that employees are required for operational reasons to perform work on this day, such employees shall be provided equivalent time off at the rate at which it was earned at a time that is mutually convenient to the employee and the Employer.

17.04 If any of the above listed paid holidays falls on an employees' days of rest, the Employer shall either:

- (i) declare the next regular work-day - or next two (2) work days (in the case of Christmas/Boxing Day) as the holiday for those employees, or;
- (ii) based on operational requirements, bank the statutory holiday entitlement for the employee's future use.

17.05 An employee shall not be entitled to holiday pay if:

- (a) they fail to work their regularly scheduled day of work either preceding or following a paid holiday;
- (b) they have agreed to work on a paid holiday and has, without reasonable excuse, failed to report for and perform the work.

17.06 Public Holiday Premium Pay

- (a) Employees who are required to work on paid holidays shall be paid for all hours worked on the calendar day at the rate of one and a half (1½) times the employee's regular rate, and, where the employee is entitled to holiday pay, the employee shall also be paid their regular wages for the day or bank the time for a substitute day off.
- (b) Employees who are required to work Christmas Day and New Year's Day shall be paid for all hours worked on the calendar day, at the rate of two times (2X) the employee's regular rate and where the employee is entitled to holiday pay, the employee shall also be paid their regular wages for the day or bank the time for a substitute day off.

17.07 Winter Night Shift Public Holiday Pay

Where a public holiday falls within the pay period, the shift ending time on the public holiday will determine the Night Shift staffs public holiday (i.e. public holiday on a Monday, the Night shift of Sunday 6:00 PM to 6:00 AM will be considered the public holiday) for the purpose of public holiday pay.

ARTICLE 18 - VACATIONS (FULL-TIME ONLY)

18.01 Employees shall receive vacation as follows, calculated from their anniversary date:

Service	Time Off	Pay
Less than 1 year	ten (10) hours per month to a maximum of one hundred and twenty (120) hours	6%
After 1 years' service	one hundred and twenty (120) hours	6%
After 6 years' service	one hundred sixty (160) hours	8%
After 12 years' service	two hundred (200) hours	10%
After 20 years' service	two hundred and forty (240) hours	12%

- 18.02 An employee's vacation pay will be calculated on the basis of the applicable percentage set out in article 18.01 above compared to the employee's regular earnings applicable to their regular classification.
- 18.03 A vacation entitlement roster indicating the vacation entitlement of all employees will be posted on bulletin boards not later than April 15th of each year and will be on a departmental basis.
- 18.04 The Employer will allow employees to exercise their choice in selecting their vacation in accordance with departmental seniority, subject to approval on the basis of business and operational considerations which shall not be unreasonably withheld. By March 1st of each year, employees must indicate first, second and third choice of vacation periods for each week or period of vacation.

In making the choice for vacation, it is understood that selection shall be in full days and shall be recorded and deducted from the employee's entitlement in hours.

- 18.05 Employees shall be entitled to take a maximum of eighty (80) consecutive hours vacation in an unbroken period, unless mutually agreed otherwise between the employee concerned and the Employer.
- 18.06 (a) Annual vacations will be taken in the calendar year in which they are earned and cannot be carried forward unless otherwise mutually agreed upon between the employee and the Employer, to a maximum of eighty (80) hours annually. Such approval shall not be unreasonably withheld.
- (b) Notwithstanding 18.06(a), under extenuating circumstances, vacation time in excess of 40 hours may be carried forward, subject to approval of the Department Director.
- 18.07 Vacation with pay shall be reduced on a pro-rated basis in proportion to any absence from work without pay for periods of eighty (80) hours or more at any one time, excluding Short-Term Disability absences and absences of a Statutory nature as per the *Employment Standards Act*.

Employees absent and in receipt of Workplace Safety & Insurance Compensation (WSIB) shall be entitled to their full vacation entitlement in the vacation year in which the workplace accident occurred.

- 18.08 Employees, who resign, retire or otherwise leave the employment of the Employer shall have their vacation pro-rated in accordance with the time worked in the year of their departure. Those employees that have not taken their pro-rated entitlement shall be paid for the remaining days at their regular daily rate of pay.

- 18.09 For the purposes of employees who resign, retire or otherwise leave the employment of the employer and who were employed on or before March 31, 2013, consideration will be given to the Minutes of Settlement dated May 27, 2015 and its' attached Schedule 'A'.
- 18.10 Part-time, Temporary and Casual employees shall receive pay in lieu of vacation, calculated and paid at each pay period, in accordance with the requirements of the *Employment Standards Act*, as may change from time to time.

ARTICLE 19 - LEAVE OF ABSENCE (FULL-TIME ONLY)

19.01 Unpaid Leave of Absence

The Employer may, in its sole discretion, grant an employee a leave of absence without pay for any reason which is regarded by the Employer as legitimate and acceptable. A request for such leave shall be made in writing to the Employer, with supporting reasons. A leave of absence shall not be taken without first obtaining the approval in writing of the Employer.

19.02 Union Paid Leave

Leave of absence with pay shall be granted upon written request by the Union to the Employer at least three (3) weeks in advance of the start of such leave. No more than two (2) employees at any one time shall be granted such leave, in order to attend a Union convention, conference or training.

Such leaves of absence for the entire bargaining unit shall not exceed a total of fifteen (15) working days per person in any one (1) calendar year. The Union will reimburse the Employer for all lost wages and benefits.

19.03 Jury Duty and Court Attendance

- (a) An employee who misses regular hours of work due to their required attendance as a juror, potential juror or subpoenaed witness in any Court shall be paid their regular rate of pay for those normally scheduled hours missed by them as a result of such attendance.
- (b) Such payment will only be made if:
 - (i) the employee has given the Employer prior notice of such jury duty call;
 - (ii) the employee presents proper evidence that jury duty has been performed and/or the employee has reported for jury duty;

- (iii) the employee will report back to work two (2) hours after being excused from jury duty provided this will enable them to report during their regular work day or at the start of their shift the next day;
- (iv) the employee pays to the Employer the monies received from the Court relating to their attendance, less any monies paid for expenses.

19.04 Bereavement

Leave of absence with pay will be granted to employees upon request for bereavement, in accordance with the following:

- (a) In the case of the death of a spouse or common-law partner, mother, father, daughter, son, step-mother, step-father, step-child and grandchild, up to a maximum of five (5) working days, including the day of the funeral.
- (b) In the case of the death of a brother, step-brother, sister, step-sister, paternal or maternal grandparents, grandparents in-law a daughter-in-law, son-in-law, father-in-law, mother-in-law, brother-in-law or sister-in-law, aunt, uncle, niece or nephew up to a maximum of three (3) working days, including the day of the funeral.
- (c) When required to be a pallbearer up to a maximum of one (1) working day.
- (d) Bereavement leave hours shall be taken consecutively, unless otherwise required to coincide with the scheduling of delayed services, memorials, or related events, subject to an employee notifying their supervisor of such need.

For clarity, these provisions are inclusive of common-law relations, and relations regardless of gender.

19.05 Subject to Supervisory approval, leave of absence without pay or with the use of float day(s), lieu days or vacation days may be granted to employees upon request for the following:

- (a) At the discretion of the supervisor, up to sixteen (16) working hours in addition to entitlement under 19.04 (a), (b), (c) may be granted to meet the exigencies of distance and special circumstances.

Such requests will not be unreasonably denied.

19.06 Notwithstanding Article 2, and 12.05 (a), Probationary, Part-time and Temporary employees who are scheduled to work shall also be entitled to the jury duty and bereavement provisions under Article 19.03, 19.04 and 19.05, prorated based on their hours of work.

19.07 Employment Standards Act-Job Protected Leaves

The Employer shall grant Job-protected Leaves in accordance with the provisions of the *Employment Standards Act*.

19.08 Maternity and Parental Leave and Top Up

Maternity and Parental Leave will be granted as per the Employment Standards Act, as amended from time to time.

The Employer shall provide a supplemental unemployment benefit to an employee that is in receipt of Employment Insurance benefits associated with Maternity or Parental Leave, subject to the following:

- (a) The employee must have successfully completed their probationary period.
- (b) The employee requesting these payments will provide a copy of the employment insurance payment stub confirming that the employee is in receipt of maternity or parental leave benefits to the employer prior to receiving any top-up payment.
- (c) For any leave up to and including 50 weeks in length, the weekly top-up will be equal to the difference between 75% of normal, regular weekly earnings, exclusive of premiums and bonuses, and the sum of weekly employment insurance benefits and any other wages.
- (d) For leaves in excess of 50 weeks, the weekly top-up for the entire leave period will be equal to the maximum total benefit provided for under 19.08(c) divided by the total number of weeks in the leave period.
- (e) The maximum benefit provided over the leave shall not exceed the total benefit that would have been provided under 19.08(c).
- (f) The employee is required to notify the employer immediately in the event of any change to the amount of employment insurance benefits being received or to the intended length of the leave. In the event of a change, the employer shall adjust entitlements in accordance with the provisions of this Article.

Failure to notify the employer of changes will result in the termination of the top-up benefit and a claw back of any amounts provided up to that point that were in excess of those amounts entitled under this Article.

ARTICLE 20 - BENEFITS (FULL-TIME ONLY)

20.01 It is agreed that the Employer's only obligation under this Article is to pay its share of the premiums necessary to maintain in force the benefits described herein. In no event shall the Employer be found to be the insurer of such benefits. All disputes regarding entitlement to the benefits described in this article shall be between the employee and the insurer. The Employer undertakes to assist the employee, where possible and reasonable to do so, in any such dispute.

20.02 The Employer may substitute another carrier provided the level of benefits conferred is not decreased or modified overall.

20.03 Upon completion of the probationary period, the Employer agrees to pay one hundred (100%) percent of the premiums necessary to maintain in force the benefits, listed below for full-time employees:

- (a) life insurance;
- (b) accidental death and dismemberment insurance;
- (c) extended health care;
- (d) short term disability insurance (coverage will commence on first day of accident or hospitalization or eight calendar day of illness);
- (e) long term disability insurance;
- (f) dental insurance;
- (g) hearing aid coverage;
- (h) Vision care coverage: five hundred dollars (\$500.00) every twenty-four (24) months and include coverage for eye examination once every twenty-four (24) months, within the five hundred dollar (\$500.00) Vision Care Plan, for those eligible dependents over the age of eighteen (18) years.

20.04 Sick Leave

- (a) Each employee shall receive a bank of eighty (80) hours of sick leave credits on January 1st of each year. Persons who become employees during the course of the year shall receive a prorated amount of the annual sick leave credits allocation based on the partial year of service.
- (b) Sick leave credits are permitted to be used for the purpose of family medical, dental or optometry appointments, and/or for the purpose of attending to the acute illness of a spouse, partner, dependent, parent or grandparent. Sick leave credits may also be used to cover the seven (7) calendar day waiting period for short-term disability benefits.

- (c) One hundred percent (100%) of an employee's unused sick leave credits as of December 31st of each year may be transferred to the following year, on the basis that the employee's sick leave bank will at no time exceed one hundred sixty (160) hours of sick leave credits.
- (d) Employees who become disabled due to a non-occupational accident or sickness may draw credits from their sick bank, at full pay, up to a maximum of one hundred sixty (160) hours per year. Such credits may be taken during the year to cover short-term disability leave not compensated by the use of time in lieu or paid vacation leave.
- (e) In recognition of their limited opportunity to accumulate banked overtime, inside employees may use up to eight (8) hours of their sick leave credits for personal appointments (e.g., mortgages, insurance, and driver's test).
- (f) Employees who are absent due to non-occupational accident or sickness for twenty-four (24) hours or more may be required by the Township to produce a medical certificate attesting to the following:
 - (i) confirmation that the employee is unable to perform their duties due to sickness or non-occupational accident, and the specific dates during which the employee was disabled;
 - (ii) a date that the employee is expected to return to work,
 - (iii) any specific restrictions that limit the employee's ability to return to regular duties.

Failure to produce the required certificate(s) immediately upon returning to work, or failure to show that the production of an actual certificate was not reasonably possible, will result in the uncertified days of absence being charged as leave without pay.

The Employer may also request a physician's certificate from an employee relating to any absence due to illness, where the Employer has reasonable grounds to suspect abuse of sick leave. If the Employer makes such a request, it shall reimburse the employee for the reasonable cost of such certificate, provided the amount claimed is substantiated by a valid receipt.

- (g) While on vacation, or if an employee's scheduled vacation is interrupted due to accident or a serious illness, the time period of illness as verified by a doctor's certificate, shall be considered sick leave. In such an event, the employee may reschedule their vacation at a time mutually agreeable to the employee and their supervisor.
- (h) No cash payment of sick leave credits shall be made upon resignation, termination, retirement or death.

- (i) In the case of prolonged absence due to illness or accident, an employee shall submit such periodic reports (which may be medical reports) respecting the employee's condition as the Employer may require.
- (j) The Employer may, at its discretion, require an employee to be examined by a qualified medical practitioner or other health professional designated by the Employer. The Employer shall pay the costs incurred for obtaining the mentioned information.

20.05 Pension Plan

The OMERS Pension Plan shall be provided to eligible employees. The Employer and the employee shall make contributions in accordance with the provisions of OMERS Act and Regulations.

- 20.06 (a) Employees taken ill or suffering an accident during working hours will notify their supervisor, or a person designated by the supervisor before the employee leaves their duties.
- (b) Where the illness or accident takes place at times other than the employee's normal working hours, the employee will notify their supervisor , or a person designated by the supervisor, as soon as possible prior to the commencement of the shift.

- 20.07 (a) If a regular full-time employee is laid off, the Employer agrees to pay their share of the benefit premium for a period of one (1) month, commencing the month following the lay-off.

- 20.08 For those full-time employees that have a minimum ten (10) consecutive years service with the Employer immediately preceding their date of retirement, the Employer shall provide a retiree benefit plan to include Drugs and Vision, at the same benefit level as full-time employees, with fifty percent (50%) of the premium to be paid by the retiree and fifty percent (50%) to be paid by the Employer, from date of early retirement to the end of the month of their sixty-fifth (65th) birth date, provided the retiree maintains receipt of an OMERS pension.

ARTICLE 21 - BENEFITS (PART-TIME AND TEMPORARY)

- 21.01 (a) Notwithstanding Article 2, in addition to payment in lieu of vacation, Part-time and Temporary employees shall receive a payment in lieu of benefits equivalent to 12% of their gross earnings, calculated per pay period.
- (b) In the event that a Part-time or Temporary employee elects to enroll in the OMERS Pension Plan, subject to the eligibility requirements established by OMERS, the Employer shall reduce the payment in lieu of benefits provided under Article 21.01 (a) by an amount equivalent to the employer's required contribution to OMERS on the employee's behalf.

- (c) In the event that a Part-time or Temporary employee becomes entitled to a benefit provided by the employer to full-time employees, by way of changes to the *Employment Standards Act* or other applicable legislation, the employer shall reduce the payment in lieu of benefits provided for under Article 21.01 (a) by an amount equivalent to the cost of the new benefit entitlement.

ARTICLE 22 - WAGES AND ALLOWANCES

22.01 The Employer agrees to pay the wages set out on Schedule "A" attached hereto, every two (2) weeks. Schedule "A" shall apply to Part-time, Temporary or Casual employees performing the work of each job position/classification.

22.02 Overtime:

- (a) An employee called into work before the normal commencement time of their shift shall be paid for all hours worked before the commencement of the shift at the rate of time and one-half (1½).
- (b) An employee who is called back to work after the completion of their regular shift (on the same day) shall be paid a minimum of three (3) hours at time and one-half (1½), or at double time (2X) on a paid holiday or on their second day of rest.

22.03 Higher/Lower Paying Classification:

- (a) When an employee temporarily performs the duties of a lower classification, they shall suffer no loss of wages. It is agreed that this clause shall not operate in relation to the provision of accommodation or modified work.
- (b) When an employee performs the duties of a higher paying classification in excess of one (1) hour and for which they are fully qualified for and/or licensed, they shall receive that rate of pay for all hours worked in that classification.

22.04 Safety and protective apparel allowances are provided to eligible employees who are actively at work.

- (a) Except as provided below, all full-time outside employees shall be entitled to receive up to five hundred and fifty dollars (\$550.00), as a safety and protective apparel allowance. Part-time and temporary employees shall be entitled to receive up to two hundred and fifty dollars (\$250.00). The employee shall be reimbursed by the Employer for such expenses upon the provision of a receipt or other satisfactory proof of payment by the employee, once per calendar year.

- (b) The Employer agrees to reimburse up to four hundred dollars (\$400.00), every two years, for prescription safety glasses if the employee's regular duties and responsibilities require them and they are actively at work.
 - (c) Building Inspectors shall be entitled to receive up to four hundred dollars (\$400.00) per year, as a safety and protective apparel allowance, upon the provision to the Employer of a receipt or other satisfactory proof of such payment.
 - (d) Notwithstanding Article 22.04 (a), inside employees, in the event their work requires periodic outside activity warranting the need, and at the sole discretion of their Director, may be provided with a safety and protective apparel allowance not to exceed the maximum provided for under Article 22.04 (a).
- 22.05 The Employer agrees to pay to the Lead Hand Mechanic and Mechanic/Truck Driver who are actively at work, a tool allowance in the amount of six hundred dollars (\$600.00) per year.
- The above allowance shall not include any special tools purchased by the Employer and those tools will remain the property of the Employer.
- 22.06 An employee may be required to use their car for Township business. In such case the employee shall be paid the current Township mileage rate for all kilometres driven by them on Township business.
- 22.07 The employer shall reimburse employees for the cost of 1) obtaining the required medical report form required for the purpose of renewing an employee's AZ or DZ license; and 2) the knowledge test required to renew an AZ or DZ licence, subject to the provision of receipts.
- 22.08 When an employee attends conventions or conferences on behalf of the Employer as part of their job function, they shall be paid their regular salary for the time spent at such conventions or conferences, and their expenses shall be paid if approved in advance. The employee may request an advance of funds from the Employer in order to assist in repayment of such expenses; monies not required by the employee for the payment of expenses shall be immediately returned to the Employer, together with receipts to substantiate all expenses incurred.
- 22.09 The Weekend Operator and landfill attendant shifts will be assigned to employee volunteers, or in the absence of volunteers in reverse order of seniority provided the employee is qualified.

ARTICLE 23 - NO STRIKE OR LOCK-OUT

23.01 The Union agrees to not strike and the Employer agrees to not lock-out employees during the term of this Collective Agreement. The terms "strike" and "lock-out" shall bear the same meaning given to them under the *Labour Relations Act*.

ARTICLE 24 - GENERAL

24.01 Gender Neutral Terms

Whenever the terms they/them/theirs appears in this Agreement, it shall be interpreted to mean all genders.

24.02 Greater Benefit:

Unless otherwise specified in this agreement, or in the event that this agreement prescribes a lesser benefit than conferred by the *Employment Standards Act*, the *Employment Standard Act* shall apply.

24.03 The parties agree that the Employer, Union and employees will comply with the provisions of the *Occupational Health and Safety Act*, as amended, and regulations there under.

24.04 Safety Equipment

- (a) The Employer agrees to provide hard hats, safety glasses (non-prescription), traffic vests, work gloves, ear plugs, chain saw pants, chain saw helmets, and hip waders/rubber boots as determined to be necessary by Supervisors.
- (b) The Employer also agrees to provide coveralls to the Mechanic/Shop Foreman, Mechanic/Truck Driver and those scheduled on the Landfill Attendant Shifts, as determined to be necessary by Supervisors.

24.05 Loss / Suspension of Driver's Licence

The Employer agrees that should an employee requiring a driver's licence and/or endorsement for their classification lose either of these as a result of an offence that occurred on the employee's personal time after the employee's date of hire, the employee shall be re-assigned to an equal or lower paying position should the employer be in process of recruiting for the vacant position, and subject to the employee having the skill, ability, experience, qualifications and suitability required of the position. Otherwise the employee shall be laid off, and in the event the period of layoff is greater than eighteen (18) months, they shall lose seniority and their employment shall be deemed terminated.

Upon re-instatement of their licence and/or endorsement, those re-assigned to another position or on layoff for less than eighteen (18) months, shall be allowed to return to their former classification provided it exists, and provided they continue to meet the skill, ability, experience, qualifications and suitability requirements. It is understood that the Employer is not obligated to create a position for the employee to be appointed to.

24.06 Incllement Weather

Once the Chief Administrative Officer or designate determines that weather conditions have deteriorated significantly, inside employees will be allowed the option to leave work and use vacation time, lieu time, float holiday hours to work from home if deemed suitable by the Employer, or to make up the time taken, at straight time, within the pay period or take an unpaid leave of absence.

Inside workers who are unable to attend work or who choose to delay their start time due to weather conditions are to communicate such decisions to their supervisor by agreed means. Employees will be allowed the option to use vacation time, lieu time, float holiday hours or to make up the time taken, at straight time, within the pay period or take an unpaid leave of absence.

24.07 Merger and Amalgamation

In the event that the Employer should merge, amalgamate or combine any of its operations or functions with any other Municipality or organization, the Employer is committed to informing the union and meeting with the union to discuss the process with the intent of treating all employees fairly.

ARTICLE 25 - DURATION

25.01 This Agreement shall be effective April 1, 2025 to March 31, 2028 and from year to year thereafter, unless either party gives notice in writing to the other party, not less than thirty (30) days and not more than sixty (60) days prior to the expiry date.

Signed this _____ day of _____, 2025.

**FOR THE EMPLOYER:
CORPORATION OF THE
TOWNSHIP OF SOUTH FRONTENAC**

Louise Fragnito

Louise Fragnito, CAO

J. Minaker

Jan Minaker, Manager Human Resources

K. Bolton

Kyle Bolton, Director Public Services

**FOR THE UNION:
CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 4336**

Benson Babcock

Benson Babcock (2025-09-18 14:53:45 EDT)

Benson Babcock, President

Brody Bender

Brody Bender (2025-09-18 15:05:02 EDT)

Brody Bender, Vice President

Kate Kaestner

Kate Kaestner, Secretary Treasurer

Kirsten Simpson

Kirsten Simpson (2025-09-18 16:21:46 EDT)
Kirsten Simpson, National Rep

SCHEDULE A - WAGE GRID

Band	In / Out	Position/Classification	Jan. 1, 2025	April 1 2025 4.5%	Jan. 1, 2026 2.25%	Jan. 1, 2027 2.25%	Jan. 1, 2028 2.0%
1 2	I N/A	Data Entry Clerk	24.62	25.73	26.31	26.90	27.44
3	I O I	Clerical Assistant - Public Services Light Equipment Operator (LEO) Reception Clerk	27.03	28.25	28.88	29.53	30.12
4	I I I O O O	Administrative Assistant – Facilities & Solid Waste Administrative Assistant - Fire & Emergency Services Administrative Assistant/Reception – Development Services Arena Attendant/Facilities & Solid Waste Operator Garbage Truck Driver Facilities & Solid Waste Operator	28.29	29.56	30.23	30.91	31.53
5	I I I I O	Accounting Clerk- Accounts Payable Accounting Clerk -Payroll Treasury Clerk Permit Intake Coordinator Truck Driver	29.63	30.96	31.66	32.37	33.02
6	O I	Mechanic / Truck Driver Planning Clerk	31.86	33.29	34.04	34.81	35.50
7	O O O O I I	Lead Hand Roads Lead Hand Facilities Lead Hand Solid Waste Lead Hand Mechanic Financial Team Lead Program & Events Coordinator	34.26	35.80	36.61	37.43	38.18
8	I I	Building Inspector Planning Coordinator	36.82	38.48	39.34	40.23	41.03

For the purpose of maintaining pay equity, any change in titles introduced shall not have the effect of eliminating a position or changing the evaluation of a job.

SCHEDULE "B" – PREMIUMS

Premium	Current	May 11, 2025	January 1, 2026: 2.25%	January 1, 2027: 2.25%	January 1, 2028: 2%
AZ- above Truck Driver rate of pay	\$1.50	\$1.75	\$1.79	\$1.83	\$1.87
Coordinator – 4 or more employees (excluding Lead Hand and Program & Events Coordinator)	\$1.25	\$1.50	\$1.53	\$1.57	\$1.60
Winter Night Shift (as per LOU)	\$1.00	\$1.25	\$1.28	\$1.31	\$1.33
On-call (weekly)	\$200.00	\$225.00	\$230.06	\$235.24	\$239.94

Note: At the employer's sole discretion, the employer may add a market adjustment to the building inspector classification. Such market adjustment, once initiated, may be removed by the employer after three (3) months' notice to the affected employees.

LETTER OF UNDERSTANDING #1
RE: OUTSIDE WORKERS-SUMMER HOURS

BETWEEN

THE CORPORATION OF THE TOWNSHIP OF SOUTH FRONTENAC
And

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 4336

The Employer agrees to maintain a trial period for Summer hours until at least December 31st, 2025 on the following basis:

Summer hours shall be applicable to outdoor employees, except for the Garbage Truck Driver, Facilities & Solid Waste Operator/Arena Attendant, employees assigned to the Landfill Attendant shift, or employees assigned to the Weekend Operator Shift. The following describes the summer hour's arrangements:

- I. Summer hours shall be put into effect by the Employer from the beginning of the pay period that includes May 1st to the end of the pay period that includes September 30th,
- II. The schedule of work during the summer hour's period shall provide for four (4) – ten (10) hour days (6:00 a.m. to 4:30 p.m.) per week;
- III. A minimum of eight (8) roads workers shall work the following days during the same time period as above(see(I) above):
 - Tuesday to Friday with each Monday off;
 - The selection of the eight (8) employees will first be filled by volunteers then the remaining spots shall be assigned in reverse seniority order.
 - All other staff not on the Tuesday to Friday schedule shall work from Monday to Thursday with each Friday off.
 - Despite the current garage assignment, work will be across the Township.
 - For added clarity, the Mechanic/Truck driver, and Lead Hand Mechanic shall be eligible for summer hour shift on the same seniority basis as other eligible employees however must work offsetting shifts.
 - Lead hand coverage must be provided between Monday to Friday.
- IV. Following ratification of this agreement and while this LOU remains in effect, the parties agree that any additional complement in positions that are eligible for summer hours, shall be placed on the four (4)-ten (10) hour days/week schedule as per II above, and that management reserves the right to assign such additional complement to the appropriate summer hour shift based on operational needs.

- V. The summer hours scheduled shall be posted at least two (2) weeks before commencement of the summer hour's period. The Employer shall post notice of any change to the summer hour's arrangements at least two (2) weeks in advance of any such change.
- VI. The Labour Management Committee agrees to meet following the conclusion of the 2025 summer hours season to discuss potential changes to this LOU including but not limited to the numbers of positions assigned to various shifts and the possible inclusion of summer hours wording permanently within this contract.

Any issues identified during the course of the summer will be discussed promptly between the parties to find a solution.

With the agreement of both parties the trial shall become permanent.

Signed this _____ day of _____, 2025.

**FOR THE EMPLOYER:
CORPORATION OF THE
TOWNSHIP OF SOUTH FRONTENAC**

Louise Fragnito

Louise Fragnito, CAO

Jan Minaker

Jan Minaker, Manager Human Resources

K. Bolton

Kyle Bolton, Director Public Services

**FOR THE UNION:
CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 4336**

Benson Babcock

Benson Babcock (2025-09-18 14:53:45 EDT)

Benson Babcock, President

Brody Bender

Brody Bender (2025-09-18 15:05:02 EDT)

Brody Bender, Vice President

Kate Kaestner

Kate Kaestner, Secretary Treasurer

Kirsten Simpson

Kirsten Simpson (2025-09-18 16:21:46 EDT)

Kirsten Simpson, National Rep

LETTER OF UNDERSTANDING #2
RE: INSIDE WORKERS-SUMMER HOURS

BETWEEN

CORPORATION OF THE TOWNSHIP OF SOUTH FRONTENAC

AND

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 4336

The Employer agrees to maintain a trial period for Summer hours until at least December 31st, 2025 on the following basis:

Summer hours shall be available to all inside workers. The following describes the summer hour's arrangements:

- I. Summer hours shall be put into effect by the Employer at the beginning of the pay period that includes May 1st to the end of the pay period that includes September 30th.
- II. The schedule of work during the summer hour's period shall provide for eight (8) – nine (9) hour shifts and one (1) – eight (8) hour shift per pay period with one Friday off per pay period.
- III. Notwithstanding clause II above, the employee and their supervisor may mutually agree to an alternative day or half day off during each pay period, subject to operational requirements and provided the selected day is maintained for the duration of the summer hours period as per clause IV below.
- IV. The hours of work shall be agreed to with the supervisor and shall remain consistent through the entire period.

All time earned or taken shall be recorded in hours.

The parties agree that client service shall be maintained during summer hours and coverage maintained.

During critical periods, a temporary suspension of summer hours may be necessary, i.e. tax due dates, unexpected absences/leaves etc.

Maintaining client service means:

In all Departments

- Anyone opting out will need to confirm this before the schedule is set.
- Employees can't opt out and back in throughout the summer.

- If circumstances warrant during a critical period, and summer hours have to be temporarily suspended, and over the pay period there has been more than eighty (80) hours worked, there is no OT (i.e. at 1.5x) rather time will be granted as lieu time for equal time.
- Customer Service will be maintained between 8:30 a.m. – 4:30 p.m.

In Treasury

- For planning purposes there will always need to be one (1) Treasury Clerk working and combined a minimum of two (2) staff.
- Vacation needs to be booked in advance in order to make up the schedule.
- Both Treasury Clerks and the Reception Clerk need to be working eight (8) hours on the tax due date.
- The Accounting Clerk is available to cover lunch breaks etc. for the Treasury Clerk on the Friday when there is only one Treasury Clerk working.
- The Payroll position, if participating cannot take the Friday off prior to a pay date.

In Development Services

- If necessary, receipts for payments will need to be done upstairs
- All vacation time and summer hours scheduling for Development Services staff will be coordinated so that coverage is maintained

In Public Works

- All vacation time and summer hours scheduling for Public Works staff will be coordinated so that coverage is maintained.

The Labour Management Committee agrees to meet following the conclusion of the 2025 summer hours season to discuss potential changes to this LOU including but not limited to the possible inclusion of summer hours wording permanently within this contract.

Any issues identified during the course of the summer will be discussed promptly between the parties to find a solution. The Parties will meet monthly to evaluate the trial.

With the agreement of both parties the trial shall become permanent.

Signed this _____ day of _____, 2025

FOR THE EMPLOYER:
CORPORATION OF THE
TOWNSHIP OF SOUTH FRONTENAC

Louise Fragnito

Louise Fragnito, CAO

Jan Minaker

Jan Minaker, Manager Human Resources

K. Bolton

Kyle Bolton, Director Public Services

FOR THE UNION:
CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 4336

Benson Babcock

Benson Babcock (2025-09-18 14:53:45 EDT)

Benson Babcock, President

Brody Bender

Brody Bender (2025-09-18 15:05:02 EDT)

Brody Bender, Vice President

Kate Kaestner

Kate Kaestner, Secretary Treasurer

Kate Kaestner, Secretary Treasurer

Kirsten Simpson

Kirsten Simpson (2025-09-18 16:21:46 EDT)

Kirsten Simpson, National Rep

LETTER OF UNDERSTANDING #3
RE: INTRODUCTION OF WINTER NIGHT SHIFT

BETWEEN

THE CORPORATION OF THE TOWNSHIP OF SOUTH FRONTENAC

AND

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 4336

The Parties agree that during the winter months (as defined below) the introduction of a Winter Night Shift shall officially be in effect, commencing fall 2021.

The following parameters shall be in effect.

- Scheduling will be restricted to Public Services (Roads) Staff
- The Winter Night Shift will begin with the following allocations:
 - Night Shift lead hand (Seasonal designation)
 - Mechanic/Truck Driver
 - Patrol (seasonal designation for two employees, on alternating schedules)
 - Light Equipment Operator
- The employer may schedule the winter night shift at any time between November 1st and April 15th, subject to a minimum of 14 calendar days' notice being given to those affected employees
- Regular hours of work shall be weekly from Sunday to Thursday, 7:00 PM to 3:30 AM for all positions on the Winter Night shift except for night patrol which will work 6:00 PM to 6:00 AM
- A Shift Premium of \$1.00/hour will be applied to all hours worked during the regularly scheduled Winter Night Shift. The Shift Premium shall apply to the base rate of pay for any overtime worked by those employees assigned to the Winter Night Shift provided that overtime is contiguous with their regular winter night shift. Any employee assigned to the Winter Night Shift will receive, at a minimum, the rate of pay prescribed under Schedule "A" of the Collective Agreement according to the position they hold along with the Winter Night Shift premium. Should work be performed at a classification with a higher rate of pay, an employee on the Winter Night Shift will be paid based on the hourly rate of pay identified in Schedule "A" for that classification, along with the Winter Night Shift premium on an hourly basis.
- Assignment of Lead hand, Night Patrol and Light Equipment Operator for the Winter Night Shift will be determined via internal posting and competition.

- Employees will be scheduled in reverse order of seniority order in the absence of adequate applicants.
- The Mechanic/Truck Driver will be assigned automatically
- Scheduling will remain in effect for the duration of the assignment. Any changes by Management will require a minimum of two weeks' notice.
- Overtime eligibility for Night Shift employees will be between the hours of 3:30 AM and 7:00 AM from Sunday to Thursday and Friday from 7:00 PM to 7:00AM and will be paid at a rate of time and one half (1 1/2) the Night Shift regular hourly rate. Hours worked from Saturday from 7:00 PM to 7:00 AM by Winter Night Shift staff will be paid at a rate of two times (2X) the Night Shift regular hourly rate. Overtime between 3:30 PM and 7:00 PM, Monday to Friday and Saturday from 7:00AM to 7:00PM will be assigned to day shift staff at a rate of time and one half (1 1/2) the regular hourly rate.
- Where a statutory holiday falls within the pay period, the shift ending time on the statutory holiday will determine the Night Shift staffs statutory (i.e. statutory holiday on a Monday, the Night shift of Sunday 7:00PM to 3:30 AM will be considered the statutory holiday)

Issues identified during the course of the Winter Night Shift operations will be discussed promptly between the parties to find a solution. The parties will meet regularly to discuss the initial season of the Winter Night Shift.

With the agreement of both parties, this letter shall serve on a trial basis of one season, and is subject to review based on operational needs.

Signed this _____ day of _____, 2025.

FOR THE EMPLOYER:
CORPORATION OF THE
TOWNSHIP OF SOUTH FRONTENAC

FOR THE UNION:
CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 4336

Louise Fragnito

Benson Babcock
Benson Babcock (2025-09-18 14:53:45 EDT)

Louise Fragnito, CAO

Benson Babcock, President

Jan Minaker

Brody Bender
Brody Bender (2025-09-18 15:05:02 EDT)

Jan Minaker, Manager Human Resources

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Kate Kaestner

Kyle Bolton, Director Public Services

Kate Kaestner, Secretary Treasurer

Kirsten Simpson
Kirsten Simpson (2025-09-18 16:21:46 EDT)

Kirsten Simpson, National Rep

APPENDIX "A" RE: INTRODUCTION OF WINTER NIGHT SHIFT
Dated March 31, 2022 - Signed December 6, 2023

BETWEEN

THE CORPORATION OF THE TOWNSHIP OF SOUTH FRONTENAC

AND

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 4336

The Parties agree that during the winter months (as defined below) the introduction of a Winter Night Shift shall officially be in effect, commencing fall 2021.

The Township has utilized the Winter Night Shift and conducted a review based on operational needs. The review determined the need to implement amendments to the regularly scheduled hours of work for the Winter Night Shift.

The parties agree to the following amendments on a trial basis and subject to review based on operational needs:

1. The Winter Night Shift shall have the following allocations:
 - (1) Night Shift Lead Hand (Seasonal Designation)
 - (2) Patrol (Seasonal designation, on alternating shifts)
 - (2) Light Equipment Operators
2. Regular hours of work for Winter Night Shift shall be weekly from Monday to Friday, 3:30 pm to 12:00 am for all positions on the Winter Night Shift except for night patrol.
3. Night Patrol shall be weekly Monday to Sunday which will work 6:00 pm to 6:00 am.
4. Assignment of the Lead Hand, Night Patrol and Light Equipment Operator for the Winter Night Shift will be determined via posted Expression of Interest and seniority.
5. Overtime eligibility for Night Shift employees will be between the hours of 12:00 am and 4:00 am from Monday to Friday and Saturday from 12:00 am to 4:00 am and 4:00 pm to 12:00 am will be paid at the rate of time and one half (1-1/2) the Night Shift hourly rate. Hours worked Sunday from 12:00 am to 4:00 am and 3:30 pm to 12:00 am will be paid at the rate of two times (2) the Night Shift regular hourly rate
6. Overtime between 4:00 am - 7:00 am, Monday to Friday and Saturday from 4:00 am - 4:00 pm will be assigned to day shift staff at a rate of time and one half (1-1/2) the regular hourly rate. Hours worked Sunday from 4:00am - 4:00 pm will be paid at two times (2) the hourly rate.

FOR THE EMPLOYER:
CORPORATION OF THE
TOWNSHIP OF SOUTH FRONTENAC

Louise Fragnito

Louise Fragnito, CAO

Jan Minaker

Jan Minaker, Manager Human Resources

K. Bolton

Kyle Bolton, Director Public Services

FOR THE UNION:
CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 4336

Benson Babcock
Benson Babcock (2025-09-18 14:53:45 EDT)

Benson Babcock, President

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Brody Bender (2025-09-18 15:05:02 EDT)

Brody Bender, Vice President

Kate Kaestner

Kate Kaestner, Secretary Treasurer

Kirsten Simpson
Kirsten Simpson (2025-09-18 16:21:46 EDT)

Kirsten Simpson, National Rep

SCHEDULE "B" : JOB EVALUATION / PAY EQUITY – MAINTENANCE TERMS OF REFERENCE

between

THE TOWNSHIP OF SOUTH FRONTENAC

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES

and its

LOCAL 4336

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ARTICLE 1 - PURPOSE

- a) To maintain a Joint Gender-Neutral Job Evaluation Program in accordance with the general objectives and principles set out in this agreement pertaining to a Joint Gender-Neutral Job Evaluation Program between CUPE Local 4336 and the Township of South Frontenac.
- b) To jointly maintain a single gender-neutral job evaluation plan to achieve Equal Pay for Work of Equal Value for all jobs within CUPE Local 4336. The plan will include these four main factors:
 - i. skill
 - ii. effort
 - iii. responsibility
 - iv. working conditions
- c) To ensure a fair and equitable wage structure by maintaining:
 - i. The Joint Gender-Neutral Job Evaluation Program used to implement Internal Equity on March 25, 2019.
 - ii. The Pay Equity Plan implemented effective March 24, 2019.
- d) The money for this program will be paid by the employer over and above normal wage increases negotiated in collective bargaining.

ARTICLE 2 DEFINITIONS

The following definitions are to apply to the terms used herein and throughout the Job Evaluation Program:

Collective Agreement

The Collective Agreement currently in effect between the employer and CUPE Local 4336.

Degree Level

The actual measurement levels within each subfactor.

Duty

Is made up of a number of tasks.

Factors

The four major criteria used to measure jobs are skill, effort, responsibility and working conditions.

Green-Circled Rate	The wage rate that is lower than the newly established wage rate.
Gender-Neutral	Any practice or program which does not discriminate between men and women.
Increment	One of a series of fixed rates on a salary range.
Incumbent	An employee assigned to a job.
Job	Is made up of a collection of duties and responsibilities.
Job Analysis	The process of determining and recording the tasks and duties of a job and the required skill, effort, responsibility, and working conditions involved in the performance of that job, through the use of questionnaires, interviews and work-site observations.
Job Analysis Questionnaire	The instrument used to collect and record job data, which forms part of the job documents.
Job Description	The written description of a job which includes a summary and a listing of the major duties and responsibilities.
Job Evaluation	A process which measures the value of jobs in relation to each other; this value is expressed in points.
Job Evaluation Plan	A measuring tool used to rate jobs. It contains subfactor definitions with corresponding degree levels and notes to raters. It is recognized that the Job Evaluation Plan shall be defined as the Plan dated June 2018 and the agreed notes to the raters.
Joint Job Evaluation Maintenance Committee	The Committee responsible for the maintenance of The job evaluation plan and which is made up of equal representatives from union and management.

New Job	A job which is added to the workforce that is sufficiently different from work currently being performed in the workplace that cannot be assigned to an existing job.
Pay Grade	A designated salary range within the salary schedule including increments, if any.
Points	The numerical expression assigned to each degree level within each subfactor.
Position	Is a collection of duties and responsibilities assigned to one person.
Rating	The process of relating the facts contained in the job documents to the job evaluation plan and selecting the factor degree levels judged to be appropriate.
Rating Sheet	Records the facts and rationale for the degree levels assigned to each subfactor for each job.
Re-classification	A significant change in the skill, effort, responsibilities or working conditions of a job which may or may not affect its total point value or pay rate.
Red-Circled Rate	The wage rate that is higher than the newly established wage rate.
Salary Schedule	A listing of job titles, point bandings and pay grades.
Sore-Thumbing	The process of making an objective comparison of a rating decision made by the committee to previous rating decisions of similar and / or related positions. Comparisons may be performed by a factor-by-factor basis or on a total point basis.
Subfactors	Are components of the four major factors.
Task	A unit of work activity which forms part of a duty; one of the operations that constitute a logical and necessary step in the performance of a duty.

Total Points

The sum of all points allotted to each job for all subfactors determined in accordance with the job evaluation plan.

ARTICLE 3 - THE JOINT JOB EVALUATION MAINTENANCE COMMITTEE (J.J.E.M.C.)

- 3.1 The J.J.E.M.C. shall have equal representation and participation from the parties, consisting of 3 (three) representatives from the employer and 3 (three) representatives from the local union. Individual members should ideally have unique job classifications.
- 3.2 The employer and the union shall each designate one of its representatives to act as Co-chairperson. The Co-chairpersons are responsible for:
 - a) The chairing of Committee meetings;
 - b) Establishing the priority of matters to be acted upon by the Committee.
- 3.3 The employer will provide administrative support services to the Committee. The Recording Secretary may be a committee member and shall be under the direction of the Co-chairs. Duties shall include:
 - a) The preparation and distribution of all Committee correspondence and related documents;
 - b) The preparation and distribution of meeting agendas forty-eight (48) hours prior to the meeting;
 - c) The preparation and distribution of minutes;
 - d) The scheduling of Committee meetings which includes notification of appropriate supervisors for Committee members' attendance.
- 3.4 Committee members shall be excused from rating their own job, the position of a direct subordinate, or any position where the rating of that job may place them in a conflict of interest.
- 3.5 When a committee member is excused from rating a job, the remaining members shall rate the job in their absence. Where the situation arises that a quorum cannot be met because a member is excused, an alternate shall be appointed.

- 3.6 The Union Committee members appointed by the Union shall be granted leave of absence with pay and without loss of seniority for periods of time spent working on the Committee. These members shall continue to have all rights and privileges of the collective agreement including access to the grievance procedure, promotional opportunities and salary increments to which the employee would normally be entitled, including any increase that may occur as a result of an evaluation of their present position.
- 3.7 Routine business decisions of the Committee shall be made by a simple majority (>50%). Job rating decisions shall require a unanimous decision of the Committee and shall be final and binding on the parties, subject to the reconsideration procedure set out in Article 7. A quorum for meetings shall be two representatives from each party. Tie votes result in motions being defeated.
- 3.8 The Committee shall meet as necessary at a mutually agreed upon time and place. Each member shall receive notice along with the agenda for the meeting at least forty-eight (48) hours before the meeting. Either party may call a meeting by giving written notice and this meeting shall take place within seven (7) working days of the delivery of the notice to the other party's Co-chairperson.
- 3.9 Either party to the agreement may engage advisors to assist its representatives on the J.J.E.M.C. Any such advisor shall be entitled to speak but not to vote and shall not be considered to be a member of the committee.

ARTICLE 4 - MANDATE OF THE J.J.E.E.C

- 4.1 The J.J.E.M.C. shall maintain the Gender-Neutral Job Evaluation Program by:
- a) Evaluating all the jobs using the job evaluation plan;
 - b) Maintaining the integrity of the program;
 - c) Recommending to the parties any changes to the job evaluation plan, its procedures or methods, as may be deemed necessary from time to time.
 - d) Recording the results and rationale on the rating sheet and complete the Advice of Rating Form. Copies of the Advice of Rating Form and Job Description will be provided to the incumbent(s), management, J.J.E.M.C. co-chairs, and the union.
 - e) Documenting decision criteria and precedents on an on-going basis for future committee reference.

ARTICLE 5 - JOB ANALYSIS PROCEDURE FOR RATING JOBS

5.1 The following general procedure shall be used to rate jobs:

a) Step 1

A Job Analysis Questionnaire for each job class shall be completed by the incumbent(s), reviewed by the supervisors, and reviewed by the Director. The completed questionnaire shall be submitted to the J.J.E.M.C. and should detail any changes to the job resulting from new or changed circumstances in the job.

b) Step 2

The job shall be rated, in accordance with the job evaluation plan. The Committee may also use information obtained from interviews with the incumbent(s) and / or supervisors and, if required, visits to the workplace.

c) Step 3

When the committee has completed rating the job, it will provide the supervisors and the incumbent(s) with a Position Rating Summary Form (Appendix A).

5.2 In the application of the job evaluation plan, the following general rules shall apply:

- a) It is the content of the job, and not the performance of the incumbent(s) that is being rated;
- b) Jobs are evaluated without regard to existing wage rates;
- c) Jobs are rated at the appropriate degree level in each subfactor by comparing the specific requirements of the job to the subfactor definition and the description of each degree level;
- d) The job analysis and rating of each job shall be relative to and consistent with the job descriptions and ratings of all other jobs rated under the plan;
- e) No interpolation of subfactor degrees (i.e. mid-points) is permitted;
- f) The factors and subfactors must have an impact on all jobs being rated;
- g) Rating decisions shall include a sore-thumbing process to ensure consistency in committee decisions;

ARTICLE 6 - MAINTAINING THE JOB EVALUATION PROGRAM

6.1 It is important that the Committee maintain accurate ratings on an ongoing basis. Failure to do so will serve to damage the integrity of the program. It is the intention of the Committee to periodically review jobs upon request and to complete a review of the job evaluation process and Pay Equity Plan every five (5) years and to meet each January to review and organize its workload.

6.2 Job Evaluation Procedure for Changes Jobs

Whenever the employer substantially and on an ongoing basis changes the duties and responsibilities of a job or the incumbent(s) / union feel that the duties and responsibilities of a job have been permanently changed, and the changes have been in place a minimum of six months the following procedures shall be followed:

- a) The incumbent(s) / union or the supervisors / employer may request a job evaluation review by completing and submitting a Job Evaluation Reconsideration Form (Appendix B);
- b) Upon receipt of a completed Job Evaluation Reconsideration Form, the J.J.E.M.C. shall proceed to gather accurate, up-to-date information on the job in accordance with Articles 5 and 6. The gathering of information shall involve requesting the incumbent(s) and supervisors to complete an up-to-date job analysis questionnaire as reviewed by the Director. Where further information is required, interviews shall be held with incumbents and/or supervisors and/or visits to the workplace.
- c) Where the job duties and or requirements have been substantially and on an ongoing basis changed and in place for a minimum of six months, the Committee shall meet to rate each subfactor of the job, and to establish a rating for the job and advise the incumbent(s), supervisor and union of its decision (Appendix A). The rating of the job shall determine the pay grade for the job.

6.3 Job Evaluation Procedure for New Jobs

Whenever the employer wishes to establish a new job, the following procedures shall apply:

- a) The supervisor shall prepare and submit a draft job description and Job Analysis Questionnaire for the job to the human resources department for review;

- b) The employer co-chairperson shall establish a temporary pay grade for the job based on the draft job description and shall inform the members of the J.J.E.M.C. a minimum of twenty-four (24) hours prior to the job being posted;
- c) The job shall be posted, and any person appointed to the job shall be paid the temporary pay grade;
- d) Twelve (12) months after appointment to the job, the incumbent(s) and the supervisor shall review the original Job Analysis Questionnaire and indicate any significant changes. The J.J.E.M.C. shall finalize the job description and rate the job according to the procedure set out in Article 5.
- e) If the pay grade increases as a result of the twelve-month review, the incumbent's hourly rate shall be adjusted to the increment on the new pay grade as if the new pay grade applied at the time the new job was filled.

In the event the pay grade decreases as a result of the twelve month review, and the incumbent's rate of pay is within the new pay scale, no change in salary shall apply and future incremented increases shall be in accordance with the new pay grade. If the incumbent's actual salary is above the new pay grade maximum, the employee shall be "Red-Circled" in accordance with Article 9.5.

ARTICLE 7 - RECONSIDERATION PROCEDURE

- 7.1. Within ten (10) calendar days of receipt of the results of the J.J.E.M.C., in accordance with Articles 5.1, 6.2 and 6.3, the following procedure shall apply:
 - a) The incumbent(s) / union and/or the supervisor / employer may request reconsideration of the job description and / or job rating by completing and submitting a Job Evaluation Reconsideration form (Appendix B) to the human resources department stating the reason(s) for disagreeing with the rating of the job.
 - b) The party / parties may make a written or oral presentation to the Committee.
- 7.2. The J.J.E.M.C. shall consider the reconsideration request and make a decision which shall be final and binding upon the parties and all employees affected.
 - a) The Committee shall inform the appropriate parties of the Committee's decision using the Review Decision Form (Appendix C).

ARTICLE 8 - SETTLEMENT OF DISAGREEMENTS WITHIN THE J.J.E.M.C.

8.1 In the event the J.J.E.M.C. is unable to reach agreement on any matter relating to the interpretation, application or administration of the Joint Job Evaluation Program, the Co-chairpersons of the Committee shall request, within ten (10) working days, that each party designate an advisor to meet with the Committee and attempt to assist in reaching a decision.

If, after meeting with the two (2) advisors appointed pursuant to Article 8.1, the Committee remains unable to agree upon the matter in dispute, the Co-chairpersons shall advise, in writing, the union and the employer of this fact, within fifteen (15) working days.

8.2 Either party may, by written notice to the other party, refer the dispute to Arbitration in accordance with Article 11 of the Collective Agreement.

8.3 The arbitrator shall be bound by the Maintenance Terms of Reference and the Job Evaluation Plan and shall not have the power to modify or amend any of their provisions. The jurisdiction of the arbitrator shall be limited to the matter in dispute, as submitted by the parties.

ARTICLE 9 - APPLYING THE RATING TO THE SALARY RANGES

9.1 Job ratings serve to:

- a) group jobs having relatively equivalent point values (this is commonly referred to as banding);
- b) provide the basis upon which wage rate relationships between jobs are established;
- c) measure changes in job content;
- d) assign jobs to their proper pay grade in the salary schedule.

9.2 The total point allocation shall be used to determine the salary range for the jobs. Salary ranges are provided in the collective agreement.

9.3 If a job is rated at a pay grade that is higher than the current pay grade, the incumbent's rate of pay shall be adjusted on the new salary schedule retroactive to the date the Reconsideration Form was submitted. The incumbents shall retain the same place on the increment grid. Future incremental increases shall be in accordance with the new pay grade.

9.4 If a job is rated at a pay grade with a salary range lower than the current wage rate for the job, all incumbents of such job shall be identified as "Red-Circled" in accordance with Article 9.5.

- 9.5 Should a job be Red Circled, the incumbent of the position shall maintain their current rate of pay, with no entitlement to any negotiated increases, until such time that the job rate equals or exceeds the incumbents current rate of pay.
- 9.6 No incumbent will have their wages reduced following the re-evaluation of their job and the establishment of a new wage structure.

ARTICLE 10 - CONCLUSION AND IMPLEMENTATION

- 10.1 The J.J.E.M.C. shall report its recommendations to the parties for ratification.
- 10.2 The Maintenance Terms of Reference, including all appendices, the Gender-Neutral Job Evaluation Plan and any other documents, as agreed to by the J.J.E.M.C., may only be changed through agreement of the parties.

Signed this _____ day of _____, 2025.

FOR THE EMPLOYER:
CORPORATION OF THE
TOWNSHIP OF SOUTH FRONTENAC

Louise Fragnito

Louise Fragnito, CAO

Jan Minaker

Jan Minaker, Manager Human Resources

K. Bolton

Kyle Bolton, Director Public Services

FOR THE UNION:
CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 4336

Benson Babcock

Benson Babcock (2025-09-18 14:53:45 EDT)

Benson Babcock, President

Brody Bender

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Kate Kaestner

Kate Kaestner, Secretary Treasurer

Kirsten Simpson

Kirsten Simpson (2025-09-18 16:21:46 EDT)

Kirsten Simpson, National Rep

Appendix A

TOWNSHIP OF SOUTH FRONTENAC AND CUPE LOCAL 4336

POSITION RATING SUMMARY

Position Title:		Job Code:
Location:		Date:
Incumbent(s):		

SKILL

KNOWLEDGE:
EXPERIENCE:
COMPLEXITY/JUDGMENT:

EFFORT

CONCENTRATION:
PHYSICAL ACTIVITY:
EQUIPMENT OPERATION:

Appendix A

Position Title:	Job Code:
------------------------	------------------

RESPONSIBILITY

ACCOUNTABILITY:
SAFETY OF OTHERS:
LEADERSHIP OF OTHERS:
CONTACTS:

WORKING CONDITIONS

ENVIRONMENTAL CONDITIONS AND HAZARDS:
--

CONTACT:

EMPLOYER	Date
UNION	Date

Joint Job Evaluation Committee/Human Resources to send copies to:

Incumbent(s)

Manager

Union

Appendix B

TOWNSHIP OF SOUTH FRONTENAC AND CUPE LOCAL 4336

JOB EVALUATION RECONSIDERATION FORM

Position Title:		Job Code:
Location:		Date:
Incumbent(s):		

Please indicate the factor you wish to appeal, the reason and additional information or examples that help to support your submission.

SKILL

KNOWLEDGE:
EXPERIENCE:
COMPLEXITY/JUDGMENT:

EFFORT

PHYSICAL ACTIVITY:
EQUIPMENT OPERATION:

Appendix B

Position Title:

Job Code:

RESPONSIBILITY

ACCOUNTABILITY:

SAFETY OF OTHERS:

LEADERSHIP OF OTHERS:

CONTACTS:

WORKING CONDITIONS

ENVIRONMENTAL CONDITIONS AND HAZARDS:

EMPLOYER	Date
UNION	Date

***** Attach additional pages if needed *****

Appeal Submissions MUST be received by _____
- Attn: _____

TOWNSHIP OF SOUTH FRONTENAC AND CUPE LOCAL 4336

JOB EVALUATION – Review Decision	
INCUMBENT NAME(S):	
JOB TITLE:	
LOCATION:	
RATING RESULTS: <input checked="" type="checkbox"/> NO CHANGE <input type="checkbox"/> CHANGE	
COMMENTS:	
EMPLOYER CO-CHAIRPERSON:	UNION CO-CHAIRPERSON:
DATE:	DATE:

JOINT JOB EVALUATION COMMITTEE/HUMAN RESOURCES TO SEND COPIES TO:

INCUMBENT(S)

MANAGER

UNION