

CUPE / Canadian Union
of Public Employees

COLLECTIVE AGREEMENT

Between

**THE CORPORATION
OF THE
VILLAGE OF SOUTH RIVER**

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND
ITS LOCAL 4616-03**

Term: January 1, 2025 to December 31, 2028

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COLLECTIVE AGREEMENT

B E T W E E N:

THE CORPORATION OF THE VILLAGE OF SOUTH RIVER

(hereinafter called the "Employer")

-and-

CANADIAN UNION OF PUBLIC EMPLOYEES, AND ITS LOCAL 4616-03

(hereinafter called the "Union")

PREAMBLE

The purpose of this Agreement is to establish and maintain a harmonious and mutually beneficial collective bargaining relationship between the Employer, the employees and the Union, to set forth certain terms and conditions of employment relating to pay, hours of work, employee benefits and working conditions affecting employees covered by this Agreement, to ensure the effectiveness and efficiency of the operation and the quality of services provided.

ARTICLE 1 - RECOGNITION

1.01 The parties recognize the Canadian Union of Public Employees as the exclusive bargaining agent for all employees save and except Clerk-Administrator, Chief Financial Officer, school crossing guards, firefighters, snack bar attendants, By-law enforcement officers and students.

1.02 No Other Agreements

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

1.03 Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except for purposes of instruction, experimenting, or in emergencies when regular employees are not available, and provided that the act of performing the aforementioned operations, in itself, does not reduce the hours of work or pay of any employee.

ARTICLE 2 - DEFINITIONS

2.01 Permanent Full-time Employee – A "full-time" employee is one who is normally scheduled to work more than twenty-four (24) hours per week on a regular basis.

2.02 Permanent Part-time Employee – A "part-time" employee is one who is normally scheduled to work twenty-four (24) hours or less per week on a regular basis.

2.03 (a) Temporary Employees

A “temporary” employee is one who is hired to:

- i) replace a permanent full-time or permanent part-time employee who is:
on vacation; or
temporarily transferred to another position with the Employer; or
on an approved leave of absence of 12 months or less; or
off work due to accident or illness of 12 months or less; or
- ii) temporarily fill a vacant permanent position; or
- iii) work for a specific period or to perform a specific project or task provided it does not exceed six (6) months; or
- iv) work on an occasional or as needed basis; or
- v) interns.

(b) The parties can extend the aforementioned time limits by mutual agreement.

2.04 Part-time or temporary employees selected to fill a temporary vacancy or to temporarily fill a vacant permanent position shall retain their part-time or temporary status for the purposes of this Agreement and shall return to a part-time or temporary position at the end of the assignment.

2.05 Wherever the male pronoun is used in this Agreement, it shall be deemed to include the feminine and vice-versa, unless the context requires otherwise.

ARTICLE 3 - RESERVATION OF MANAGEMENT RIGHTS

3.01 The Union acknowledges that the management of the operations and the direction of the working forces are fixed exclusively in the Employer, therefore all rights are retained by the Employer except those specifically abridged, delegated, granted, or modified by this Agreement

ARTICLE 4 - NO DISCRIMINATION

4.01 The parties agree that there shall be no discrimination or harassment as defined in the *Ontario Human Rights Code*. Employees have a right to be free from harassment and discrimination in the workplace because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, sex, record of offences, marital status, family status, sexual orientation, or disability.

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

ARTICLE 5 - UNION SECURITY

5.01 Union Dues

The Employer agrees during the life of this Agreement to deduct from the wages of employees in the bargaining unit the regular union dues initiation fees or assessments levied by the Union on its members and to remit same to the Secretary-Treasurer of the National Union not later than the fifteenth (15th) day of the month following the month such deductions were made.

The remittance shall be accompanied by a list of the names, telephone numbers, addresses and classifications of employees from whose wages the deductions have been made. This list shall indicate promotions, demotions, hirings, layoffs, transfers, recalls, resignations, retirements, deaths and other terminations of employment. The Employer shall forward a copy of this list to the Secretary-Treasurer of the Local.

- 5.02** The Union shall advise the Employer in writing of the amount of the regular union dues. Any changes in the amount of the regular union dues shall be communicated to the Employer in writing and shall become effective the month following receipt of such notice by the Employer.

- 5.03** The Union shall indemnify and save harmless the Employer, its agents and/or employees acting on behalf of the Employer from any and all claims, arising out of the collection or attempted collection, custody of and/or account of such authorized dues.

- 5.04** The Employer shall indicate the amount of Union dues paid by each Union member during the previous year on the T-4 income tax receipts.

5.05 New Employees

The Employer agrees to acquaint new employees with the fact that a Union agreement is in effect, give the employee a copy of the current Collective Agreement, and explain the conditions of employment set out in the article dealing with Union security and dues check-off. The Employer shall advise the employee of the name and location of the employee's steward.

ARTICLE 6 - NO STRIKES OR LOCKOUTS

6.01 The parties agree that there shall be no strike or no lockout during the term of this Collective Agreement. "Strike" or "lockout" shall be defined as per the Ontario Labour Relations Act.

ARTICLE 7 - CORRESPONDENCE

7.01 All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Clerk-Administrator or his/her designate and the recording secretary of the Local or his/her designate and the CUPE National Representative.

ARTICLE 8 - REPRESENTATION

8.01 Union Activity

The Union and the employees covered by this Agreement will not hold meetings nor engage in other Union activities on the premises of the Employer, or during working hours without the prior permission of the Employer, except as permitted by this Agreement.

8.02 Stewards

The Employer acknowledges that the employees may select up to two (2) stewards one of whom shall be designated as the Chief Steward. It shall be the steward's duty to represent the employees in presenting grievances under Article 9 - Grievance Procedure.

8.03 The Union acknowledges that the steward has regular duties to perform on behalf of the Employer. In a situation which requires a steward's attention during working hours, the steward shall not leave his regular duties without first obtaining the permission of the Employer. It is understood that the taking of such time away from regular duties shall be kept to a minimum and that permission will not therefore be unreasonably withheld.

If permission is granted the matter will be dealt with expeditiously and the steward shall report to his immediate supervisor immediately upon his return. The Employer reserves the right to limit such time. It is further understood that the processing of a grievance shall not interfere with the regular conduct of business.

8.04 Negotiating Committee

The Employer acknowledges the right of the Union to select two (2) employees to form the Negotiating Committee. It shall be the Negotiating Committee's function to meet with the Employer to amend or to negotiate the renewal of this Agreement. Upon mutual consent and when necessary, employees shall suffer no loss of pay for attendance at meetings with the Employer during the employee's scheduled hours of work.

8.05 Union Representatives

No individual employee or group of employees shall undertake to represent the Union at meetings with the Corporation, without proper authorization of the Union. The Union shall notify the Employer in writing of the names of the stewards and committee members. The Employer shall not be required to recognize any steward or committee member until such notification from the Union has been received.

- 8.06** The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisor when dealing with the Employer. A representative of the Union shall request permission from the Employer for access to the Employer's premises for the purpose of consulting with a steward with regard to Union matters, or the Employer. It is agreed that such visits will be during normal business hours and timed to cause as little disruption as possible to the normal conduct of the business.

ARTICLE 9 - GRIEVANCE PROCEDURE

- 9.01** It is the mutual desire of the parties hereto that complaints of the employees shall be adjusted as quickly as possible without stoppage of work, and it is understood that an employee may present an oral complaint at anytime, without recourse to the grievance procedure herein.

9.02 Definition of Grievance

A grievance shall be defined as a difference arising between the parties with regard to the administration, meaning, interpretation, application or alleged violation of this Agreement, or in the case of an employee who has acquired seniority under this Agreement, a complaint that the employee has been unjustly laid off or has not been recalled from layoff or has been unjustly disciplined or discharged without cause.

- 9.03** It is understood that an employee has no complaint or grievance unless the employee has first given the Employer an opportunity to adjust the complaint. In order to be considered a grievance, a discussion with regard to the complaint must take place within ten (10) calendar days after the circumstances giving rise to the complaint first occurred or ought reasonably to have come to the attention of the employee. The Employer shall communicate its reply to the complaint within seven (7) calendar days.

- 9.04** If such complaint is not settled to the satisfaction of the employee concerned within ten (10) calendar days after the discussion with the Employer, the complainant may file a grievance in the following manner and sequence:

STEP 1

The employee(s) shall submit a grievance to his steward. If the steward considers the grievance to be justified, the employee(s) concerned, together with a steward shall present within ten (10) calendar days following the decision of the Employer, a signed, dated, written statement of such grievance to the Clerk-Administrator. The

nature of the grievance, if possible, all the Article(s) of the Agreement that has been allegedly misapplied or misinterpreted and the relief or remedy sought shall be set out in the grievance. The Clerk-Administrator shall submit his answer in writing within fourteen (14) calendar days of the filing of the grievance.

STEP 2

Failing settlement being reached in Step 1, within ten (10) calendar days the Union may submit the written grievance to Council. Council shall render its decision within fourteen (14) calendar days after receipt of said grievance.

9.05 It is expressly understood that an employee who has a complaint or a grievance shall follow the procedures as outlined in this Article and pending the investigation and determination of the validity of such claim shall continue to perform duties assigned to the employee by management (unless the employee has been suspended or discharged), providing such duties do not jeopardize the life, health or safety of the employee.

9.06 Written grievances shall not be subject to change except by mutual agreement of the parties.

9.07 Policy Grievance

(a) The Union may file a "Policy Grievance" which may not be used to bypass the regular grievance procedure. A policy grievance is defined as one which alleges a misinterpretation or violation of a provision of this Agreement and which, because of the nature or scope of the subject matter, could not otherwise be instituted as an individual employee grievance. Such policy grievance shall be filed in writing within fourteen (14) calendar days of the initial incident giving rise to the complaint. The grievance must be signed by an authorized officer of the Union and shall be heard at Step 2 of the grievance procedure.

(b) The Employer shall have the right to lodge a grievance with the Union concerning the meaning, application or interpretation of any provision of this Agreement. The grievance shall be filed in writing with the Union by management within fourteen (14) calendar days of the incident giving rise to the complaint. A meeting shall be held between representatives of the Employer and the Union within ten (10) working days of filing of the grievance. The grievance shall be answered in writing by the Union within fourteen (14) calendar days of such meeting.

(c) Group Grievance

Where a group of employees has a grievance, Step 1 may be by-passed.

9.08 Layoff or Discharge Grievance

A permanent employee who has completed the probationary period, claiming that he has been laid off, not recalled or discharged from employment without just cause shall file a signed, dated, written statement of such grievance setting out the nature

of the grievance and the specific remedy sought with the Clerk-Administrator within five (5) calendar days of the layoff, failure to recall or discharge.

- 9.09** The parties expressly agree that the grievance procedure does not apply in the event of the discharge of a temporary or probationary employee save and except a claim that legislation has been violated.
- 9.10** All time limits fixed in this Article may be extended by mutual agreement in writing between the Union and the Employer.
- 9.11** Decisions arrived at between the Employer and the Union on the disposition of any specific employee, Union or Employer grievance shall be final and binding upon the Employer, the Union and the employee or employees concerned.
- 9.12** If final settlement of the grievance is not reached then the grievance may be referred in writing by either party to arbitration as provided in Article 10 - Arbitration, at any time within fourteen (14) calendar days after the final decision. If no such written request for arbitration is received within the time limits, then the grievance shall be deemed to have been abandoned.

ARTICLE 10 - ARBITRATION

- 10.01** It is agreed by the parties hereto that any difference of opinion relating to the interpretation, application or administration of the Agreement, which cannot be settled after exhausting the grievance procedure, shall be settled by arbitration as defined in the Ontario Labour Relations Act. A grievance may be referred to a single Arbitrator or by mutual agreement to a Board of Arbitration, at the written request of the parties hereto.
- 10.02** (a) The Board of Arbitration shall be composed of one (1) person appointed by the Employer, one (1) person appointed by the Union and the third (3rd) person to act as Chairman chosen by the other two members of the Board.
- (b) Within fourteen (14) calendar days of the written request by either party for a single Arbitrator or Board of Arbitration, the other party shall nominate an Arbitrator or its nominee to the Board if it agrees to a Board of Arbitration. The parties or nominees shall endeavour to agree as soon as possible to a single Arbitrator or Chairman respectively.
- 10.03** Should the parties fail to agree on a single Arbitrator, or the nominees fail to agree on a Chairman, the Ministry of Labour of the Province of Ontario shall be asked to nominate a person to act as single Arbitrator, or Chairman in the event of an agreement to a Board of Arbitration by the parties, in accordance with the provisions of the Ontario Labour Relations Act.
- 10.04** The decision of the Arbitrator or the Board of Arbitration, including any decision as to whether the matter is arbitrable, shall be final and binding upon the parties and upon any employee affected by it. In the absence of a unanimous decision the majority

decision shall be accepted as the decision of the Board. In the event there is no majority decision, the decision of the Chairman will be final.

10.05 (a) The Arbitrator or the Board of Arbitration shall not have jurisdiction to amend, alter, modify, or add to, any of the provisions of this Agreement, nor to substitute any new provision in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this Agreement. Further the Arbitrator or Board is not authorized to deal with nor to adjudicate any matter not specifically assigned to it by the written grievance as specified in Article 9, or not covered by this Agreement or arising outside the terms of this Agreement.

(b) The Arbitrator or Board of Arbitration shall have no jurisdiction to hear a layoff, failure to recall from layoff or discharge grievance put forth by or on behalf of a temporary or probationary employee except a claim that Legislation has been violated.

10.06 Each of the parties hereto will bear the fee and expenses of the nominee appointed by it and the parties will equally share the fee and expenses of the single Arbitrator or the Chairman of the Board of Arbitration.

10.07 Time limits fixed in this Article 10 may be extended by mutual agreement in writing between the Union and the Employer.

ARTICLE 11 - DISCIPLINE

11.01 All discipline shall be in writing with a copy to the local Secretary or designate.

11.02 In the event an employee is to receive discipline, the employee shall be notified in advance that the employee has the right to have union representation.

11.03 (a) Upon request and at a time mutually agreed to by the parties, an employee shall have the right to examine their personnel file.

(b) An employee, upon request in writing shall be provided within a maximum of two (2) weeks, with copies of any material contained in their personnel file. Employees may be required to pay the costs associated to the copying of such material.

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

ARTICLE 12 - SENIORITY

12.01 (a) Seniority for each employee is based upon the length of continuous employment with the Employer since the last date of hire.

- (b) Part-time employees will accrue seniority by hours worked to a maximum of 1950 hours representing one year.
- (c) Temporary employees shall not acquire seniority while in a temporary position, however when a temporary employee acquires permanent status, seniority shall be granted back to the last date of hire without broken service.

12.02 An employee shall be considered a probationary employee until the employee has worked a total of one hundred and twenty (120) working days within a twelve (12) month period. During the probation period, the employee shall have no seniority rights. It is expressly understood by both parties that during the probationary period an employee shall be considered as being employed on a trial basis and may be discharged at any time at the sole discretion of the Employer except a claim that legislation has been violated.

Upon successful completion of such probationary period, the employee's name shall be placed on the seniority list with seniority being granted back to the last date of hire.

12.03 The names of those employees who have completed their probationary period shall be placed on one seniority lists within thirty (30) days after the signing of this Agreement and the Employer shall prepare and post the seniority lists at every location so that employees may have the opportunity to dispute and settle any inaccuracies in such lists. An employee shall have thirty (30) calendar days to challenge the employee's seniority from the date the employee's name first appears on the seniority list or the employee's seniority date is adjusted. Thirty (30) days after the publication of such lists the seniority standing so established shall be recognized and shall not be challenged by either the Employer, the employees, or the Union. Such lists shall be revised and brought up to date every twelve (12) months and the Employer undertakes to supply such lists to the Union.

12.04 Seniority is defined as the length of service in the bargaining unit and shall be used in determining preference or priority for promotions, transfers, demotions, layoffs and recall. Seniority shall operate on a bargaining-unit-wide basis.

An employee's seniority shall be forfeited, and the employee's employment shall be deemed to be terminated and there shall be no obligation to rehire under the following conditions:

- (a) The employee voluntarily resigns or quits. An employee shall be deemed to have resigned when:
 - (i) The employee gives written notice of his desire to leave the Employer's employment; or,
 - (ii) The employee is absent for three (3) consecutive days or more without personally notifying the Employer unless a reason satisfactory to the Employer is given;

- (iii) The employee fails to report for work at the expiration of a leave of absence without a reason satisfactory to the Employer, or the employee accepts gainful employment while on leave of absence without first obtaining the consent of the Employer in writing.
- (b) The employee retires or is retired.
- (c) The employee is discharged and not reinstated through the grievance procedure.
- (d) The employee is laid off for a period of twenty-four (24) months from last date of work.
- (e) The employee uses a leave of absence for a purpose other than that for which it was granted.
- (f) The employee fails to return to work within seven (7) calendar days of his recall to his last known address or phone number on the Employer's records. The onus is on the employee to inform the Employer of his current address and telephone number.

12.05 It shall be the duty of an employee to notify the Employer promptly of any change of address. If an employee fails to give the Employer such notification, the Employer shall not be responsible for the failure of any and all notices to reach such employee. All notices shall be confirmed in writing by registered mail.

ARTICLE 13 - JOB POSTING

- 13.01** (a) The term "vacancy" as used in this Agreement shall be defined as any job opening of more than thirty (30) consecutive working days' duration.
- (b) The Employer may fill at its discretion without posting a vacancy of thirty (30) consecutive working days or less. The Employer may request, in writing, an extension to the thirty (30) day limit. The request shall indicate in detail the reason(s) for the request. Such requests shall not be reasonably denied.
- (c) When the Employer declares a vacancy in any permanent position or a new position is created within the bargaining unit, notice of such vacancy shall be posted for seven (7) calendar days on the bulletin boards provided in the Employer's offices for that purpose and a copy sent to the Union. All postings shall designate the position, qualifications, required knowledge, education, skills, hours of work, and rate of pay for such position. Any employee may apply in writing for such position within the time limit specified above.
- (d) The Employer shall consider the following factors in determining which applicant is to fill the posted vacancy:
- (i) Skill, ability, knowledge, and qualifications; and

- (ii) Seniority.

In the event the requirements of factor (i) are relatively equal, then factor (ii) shall govern.

(e) **Trial Period**

The successful applicant will be on a trial period of up to sixty (60) calendar days. In the event the successful applicant chooses to revert proves unsatisfactory or is unable to perform the duties of the new position, the employee shall be returned to the employee's former position by the Employer at any time during the sixty (60) calendar day period.

- (f) In the event an employee returns to the employee's former position in accordance with (e) above, any other employee who has been promoted or transferred as a result of the promotion or transfer of the returning employee shall be returned to their previous position without loss of seniority.
- (g) The Employer shall post the name of the successful applicant if any. If there are no applicants or successful applicants, the Employer will then be free to choose an employee who did not apply for such position and who is willing to accept such position, or hire an outside person to fill such vacancy.
- (h) The Employer will upon receipt of written request, notify the unsuccessful job applicants of the reasons why they were not accepted.
- (i) The Employer reserves the right to temporarily fill any job vacancy immediately without posting.

13.03 No Outside Advertising

No outside advertisement for any vacancy shall be placed until the applications of present union members have been fully processed.

ARTICLE 14 - LAYOFFS AND RECALLS

14.01 Definition of Layoff

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

- 14.02**
- (a) The Employer shall provide twenty (20) days notice of a layoff. In the event there is a layoff of more than three (3) working days, the Employer shall layoff the most junior employee(s) in the affected classification.
 - (b) Employees who receive a layoff notice may displace a junior employee in the bargaining unit whose position they are able to perform with minimal training (familiarization) and provided the junior employee has less seniority and is in an equal or lower rated classification than the laid off employee.

14.03 In the event that work becomes available, permanent employees who have been laid off shall have the right of recall in order of seniority provided the employee has the ability to be able to perform the required work with minimal training. An employee shall retain the right of recall for a period of twenty-four (24) months. Notice of Recall shall be sent to an employee by registered mail at his address of record with the Employer. The Employer will also telephone the employee at their last telephone number on record with the Employer. It shall be the responsibility of the employee to keep the Employer advised of his current address. The Employer shall not be liable for failure of notice pursuant to the terms of this Agreement to reach the employee in the event that such employee has not kept the Employer advised of his address and telephone number.

14.04 A recalled employee must advise the Employer within four (4) calendar days of the delivery of a Notice of Recall to him, of his intention to return to work within seven (7) calendar days after delivery of said notice, or he shall be deemed to have quit. Delivery may be made by telephone, by hand or by registered mail but will always be confirmed in writing.

14.05 No New Employees

New employees shall not be hired until qualified permanent employees on layoff have been given an opportunity of recall.

ARTICLE 15 - APPROVED LEAVES OF ABSENCE

15.01 Personal Leave

An employee, who has completed his probationary period, may apply for a leave of absence without pay and without benefits for legitimate personal reasons. A request for such leave shall be made in writing stating reasons, at least except in extenuating circumstances, one (1) month prior to the desired commencement date of the leave. While it is the exclusive right of the Employer to grant such leave, approval shall not be unreasonably withheld.

15.02 Bereavement Leave

- (a) In the event of a death in an employee's immediate family, a permanent employee shall be granted a leave of absence without loss of pay of up to a maximum of five (5) Employer work days upon proper notification of his immediate supervisor.
- (b) An employee's immediate family shall mean the employee's: present spouse, parent, child, brother, sister, grandchild, grandparent, mother-in-law, father-in-law, son-in-law, daughter-in-law, grand-parent (in-law), brother-in-law or sister-in-law.
- (c) An employee shall not receive paid bereavement leave while on any other authorized leave of absence, maternity or parental leave or compensable or

non-compensable illness or accident except if an employee is on vacation.

- (d) In recognition of the fact that circumstances, which call for bereavement leave are based on individual circumstances, the Employer, on request, may grant additional bereavement leave to be taken from vacation, overtime or without pay.

15.03 Pregnancy and Parental Leave

Pregnancy and Parental Leave shall be granted in accordance with the Employment Standards Act.

15.04 Union Leave

Upon request to the Employer and subject to the ability of the Municipality to operate efficiently and meet its commitments, not more than one (1) employee at any time may be granted leave to attend to Union business including training, attendance at conventions or committee meetings provided that the aggregate total of union leave shall not exceed ten (10) days in a calendar year. Upon mutual agreement of the parties, and subject to operational efficiencies, the number of employees entitled to this leave at one time may be increased.

The Employer will provide an invoice to the Union to reimburse the lost wages. Once the Union receives the invoice, payment will be made.

15.05 Paid Jury Duty Leave

The Employer shall grant leave of absence without loss of seniority or benefits to an employee who serves as a juror in any court of law. The Employer shall pay such employee the difference between the employee's normal earnings and the payment received for jury service, excluding payment for travelling, meals or other expenses. The employee will present proof of service, and the amount received.

- 15.06** In the event an employee is subpoenaed as a witness in the course of his duties as a firefighter, he shall be paid the difference between his scheduled hours at his regular time rate and the payment received for his attendance during said scheduled hours, excluding payment for travelling, meals or other expenses.

15.07 Leave for Volunteer Firefighters

An employee who is a member of the South River/Machar Volunteer Fire Department shall be granted leave during working hours to attend to emergency calls without loss of pay or benefits.

ARTICLE 16 - HOURS OF WORK

16.01 Regular Hours (Public Works)

The regular weekly hours shall consist of four (4) ten (10) hour days with coverage from Monday to Friday inclusive, for a total of forty (40) hours per week from the first

Monday in May until the second Monday in October. Subject to 16.02, or upon mutual agreement, the regular daily hours shall be between 6:00 am and 4:30 pm, Monday to Friday inclusive, for a total of forty (40) hours per week with a daily one-half (1/2) hour unpaid meal break.

16.02 Winter Control Season (Public Works)

During the period of November 1 to March 31 only, the starting and finishing times may be adjusted to allow for 24-hour coverage for winter maintenance operations only. Any hours worked in excess of eight (8) hours in one (1) day, forty (40) hours in one week or on Saturdays or Sundays shall be compensated at the overtime rate as per the Collective Agreement.

16.03 Regular Hours (Clerical/Administration)

(a) The regular daily hours shall not commence before 8:00 a.m. nor finish later than 4:30 p.m. No seven-hour schedule shall be spread over a period longer than eight (8) hours, with a one (1) hour unpaid meal.

(b) Summer Hours (Clerical/Administration)

Summer hours for Clerical/Administration shall be from June 1 to September 30th of each year of this agreement. The lunch hour during this period shall be reduced to thirty (30) minutes Monday-Thursday to allow office closure at 2:30 p.m. on Fridays.

The regular weekly hours shall consist of five (5) days from Monday to Friday inclusive, a maximum of thirty-five (35) hours per week.

16.04 Regular Weekly Hours (Arena)

(a) The regular weekly hours shall consist of a maximum total of forty (40) hours in a one (1) week period.

(b) Arena staff are required to schedule their working hours in order to accommodate the public use of the arena facilities. The hours of work shall be balanced to either an eight (8) or ten (10) hour shift when possible.

(c) When there are no scheduled events, the daily hours of work shall be 8:00 am to 4:30 pm with one-half (1/2) hour for lunch.

(d) In lieu of a shift premium, employees required to work on the shift schedules shall receive an additional fifty cents (50¢) per hour added to their basic rate of pay of all hours worked.

16.05 Reporting Pay Guarantee

Except in an emergency beyond the control of the Employer (e.g. a natural disaster, fire etc.), an employee reporting for work on the employee's regularly scheduled day

of work shall be paid the employee's regular rate of pay for the entire period of work, with a minimum of four (4) hours pay.

16.06 Paid Rest Period

An employee shall be permitted a rest period of fifteen (15) consecutive minutes in both the first half and the second half of each scheduled work period of seven (7) hours or more.

16.07 Call Back Pay

An employee who is called back to work after leaving the premises and required to work outside the Employer's regular working hours shall be paid a minimum of three (3) hours at time and one-half (1 ½) the employee's regular hourly rate.

16.08 On-Call

The parties agree that the initiating flat fee of \$1.75 per hour will be paid for all employees that are required to be on-call from January 1, 2025 to December 31, 2028.

Employees' on-call must remain within forty-five (45) minutes travel distance to work and be available to attend within that travel time.

On-call pay shall, however, cease where an employee is called into work and works during the period of on-call.

In no event shall overtime or premium compensation be duplicated, compounded or pyramided.

On-call is scheduled as required by management and shall be developed and posted one month in advance by the Chief Operator. Schedules shall be developed with intentions of being shared amongst qualified employees in an equitable manner.

ARTICLE 17 - OVERTIME

17.01 All overtime shall be authorized in advance by the Clerk-Administrator. Overtime shall be compensated for any approved time worked as follows:

- (a) For employees identified in 16.01 – all hours worked over forty (40) hours per week and each hour worked beyond eight (8) hours per day at the rate of one and one-half (1 ½)
- (b) For employees identified in 16.03 – all hours worked over thirty-five (35) hours per week and each hour worked beyond seven (7) hours per day at the rate of one and one-half (1 ½)

- (c) For employees identified in 16.04 – all hours worked over forty (40) hours per week. The maximum daily hours will be subject to the assigned schedule with overtime being after ten (10) hours.

Banked overtime shall be taken at the time or times approved by the Clerk-Administrator and must be taken before December 31st of each year.

17.02 Time off in Lieu of Overtime

If the total accumulation of banked overtime hours has not been taken by December 31st of any year, then the employee will have the option of carrying over the balance to the following year, subject to a maximum of fifty (50) hours, or receiving a payout of such balance.

17.03 Meal Allowance

An employee required to work more than three continuous hours of overtime with his regular shift shall be paid a meal allowance of a maximum \$12.00.

ARTICLE 18 - RATES OF PAY

18.01 The Employer shall pay wages bi-weekly in accordance with Schedule “A” attached hereto and forming part of this Agreement. On each pay day, each employee shall be provided with an itemized statement of their wages, overtime and other supplementary pay and deductions.

18.02 Each employee shall receive an increment based on their anniversary date and after a satisfactory annual review.

18.03 Annual rates of pay are divided by the number of pay periods in the year and employees shall be paid every second Friday, not later than, two (2) weeks in arrears.

18.04 Rates of Pay on Promotion or Reclassification

An employee promoted or reclassified to a higher paying classification shall receive the next higher rate of pay in the new classification.

18.05 In the event an employee is temporarily assigned to a lower paying position for the convenience of the Employer, said employee shall not have a reduction in his rate of pay.

18.06 When an employee temporarily relieves in or performs the principle duties of a higher paying position they shall receive the highest rate of pay in the higher paying classification above their current rate. Principles duties are defined as those duties appearing in the job description of the higher paying position only. The employee temporarily relieving in the higher position will indicate which duties he or she performed on which days and will submit a request for payment to the Clerk-Administrator.

18.07 No employee shall be transferred to a position outside the bargaining unit without his consent. If an employee is transferred to a position outside of the bargaining-unit, he shall retain his seniority acquired at the date of leaving the Unit and continue to accumulate such seniority for a period of one (1) year only. If such an employee later returns to the bargaining unit, he shall be placed in a position consistent with qualifications and seniority. Such return shall not result in the lay-off or bumping of an employee holding greater seniority.

ARTICLE 19 - VACATION

19.01 (a) Upon completion of one (1) year of service, permanent full-time employees will be entitled to annual vacation with pay in accordance with the 1st day of January of each year:

After completion of 1 year and up to 3 years of service	10 days
After completion of 3 years and up to 9 years of service	15 days
After completion of 10 years and up to 14 years of service	20 days
After completion of 15 years and up to 19 years of service	25 days
After completion of 20 years	30 days

(b) The accrual of vacation occurs throughout the year. Therefore, if more vacation days have been taken than are accrued prior to leaving the employ of the Village of South River, the last pay cheque will have deducted any vacation days owed to the Employer.

(c) Effective January 1, 2017 any employee who was part-time, who becomes full-time with the Employer, shall have their hours worked converted to years of service on the vacation schedule accordingly. 1950 hours shall equal one year of service for vacation purposes.

19.02 (a) The vacation period shall be from January 1 to December 31, inclusive.

(b) Each employee will have the option of carrying over ten (10) annual vacation days from one year to the next.

(c) Upon agreement of the employee and his supervisor, lieu time may be added on to the vacation period but must be clearly identified as such.

(d) Vacations for permanent full-time regular employees shall be granted at times to be determined by mutual agreement between the Employer and the employee, which shall be consistent with the efficient operation of the Employer taking into account the needs of the Employer.

In any event, each employee shall request his vacation by March 1. Requests will be made within each department and on the basis of seniority within a position. No two (2) permanent full-time employees in the same department shall take vacations at the same time unless mutually agreed between the Employer and the employee.

Where circumstances permit, special requests for vacation may be considered by the Employer if an employee submits a request at least four (4) weeks in advance of the requested vacation period.

19.03 Part-time employees shall receive eight and one half (8.5%) in lieu of vacation pay and benefits. Temporary employees shall receive vacation pay in accordance with the Employment Standards Act.

ARTICLE 20 - PAID HOLIDAYS

20.01 Permanent full-time employees shall only be eligible to receive payment for a paid holiday provided they meet the following conditions:

- (i) The employee must work the full scheduled work day immediately preceding and the full scheduled work day immediately following said paid holiday unless absent with a reason acceptable to the Employer or with the prior permission of his supervisor.
- (ii) No employee who is off work due to a leave of absence without pay, or Workers' Compensation or sick leave shall be entitled to any paid holiday occurring within such period.

20.02 (a) When a holiday falls within a permanent full-time employee's scheduled vacation and the employee qualifies under paragraph 20.01, he shall receive an additional day off at a time to be mutually agreed.

- (b) In the event a paid holiday falls on the full-time employee's scheduled day off or the Employer substitutes an alternate day, provided the employee qualifies for holiday pay under paragraph 20.01, the employee shall receive an additional day off at a time to be mutually agreed.

20.03 An employee required to work on a paid holiday shall be compensated with lieu time off at time and one-half (1-1/2) for all hours actually worked.

20.04 The following days shall be observed as paid holidays for permanent full-time employees:

New Year's Day	Civic Holiday
Good Friday	Labour Day
Easter Monday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
Family Day	December 26

20.05 Temporary employees shall receive paid holidays in accordance with the Employment Standards Act.

ARTICLE 21 - SICK LEAVE

- 21.01** (a) Sick leave for permanent full-time employees shall be earned at the rate of one and one quarter (1 ¼) days per month to a maximum of fifteen (15) days per year. Employees will have a sick day bank that will be capped at ninety (90) working days. There shall be no pay out of the sick bank upon termination or retirement.
- (b) Employees shall be required to acknowledge in writing the use of any “banked” sick time. In writing can include indicating this on timesheets and is for banked time only.
- (c) The Employer will provide each employee with a sick leave bank balance by January 31st of every year.
- 21.02** (a) Sick leaves is to be used only when the employee is personally sick. The Employer may require the submission of a medical certificate. A medical certificate may be requested at any time and is mandatory after three (3) days or more of sick leave.
- (b) A maximum of four (4) sick days per year may be used for family illness. It is agreed that this is not an additional vacation entitlement. Family shall be defined by Article 15.02(b).
- (c) Time off compensable from Workers’ Compensation can be borrowed from sick leave.
- (d) Every employee must personally advise the Clerk-Administrator or the answering machine of his absence one (1) hour prior to the commencement of his scheduled shift. Failure to do so will result in loss of pay (unless the Employer agrees there are mitigating circumstances) and may result in discipline.
- (e) In the event of a lengthy (over 30 days) or recurring sick leave(s) the Employer may require additional medical certificates.
- (f) All medical information on employees received by the Employer is strictly confidential and is used only for the administration of sick leave and will not be released to anyone without the employee’s consent.

ARTICLE 22 - HEALTH INSURANCE

- 22.01** (a) The Employer shall pay on behalf of all eligible regularly scheduled permanent full-time employees who have completed their probationary period, one hundred percent (100%) of the premium cost of Extended Health and Dental benefits.

The following benefits are payable by the Provider, not the Employer, and shall be administered in accordance with the terms, conditions, rules and regulations of the Provider’s respective plans:

- (i) Health Care; and
- (ii) Dental
- (iii) \$300 for vision care every 24 months (excluding eye exam) (possibility of carrying over to next year)

Note: The parties agree that the health insurance shall be equivalent to the plans as of January 1, 2020.

- (b) The Employer agrees to implement a Health Spending Account for all eligible Full-time employees of \$350 per year. The Health Spending account is to be used to off-set the cost of eye examination and/or Chiropractic deductible.

22.02 Subject to the Employment Standards Act, the Employer shall cease payment of the premiums the first day of the second month following the commencement of a layoff or a leave of absence without pay.

22.03 Employees, who choose to work until age 71, shall have the same benefit coverage as any other employee save and except the long-term disability.

ARTICLE 23 - PENSION

23.01 All employees shall be enrolled in OMERS in accordance with the rules and regulations of the plan.

ARTICLE 24 - TRANSPORTATION ALLOWANCE

24.01 A person on authorized Municipal business shall be paid at the current Municipal rate as established by Municipal Bylaw for all travel outside of the Municipal boundaries.

ARTICLE 25 - HEALTH AND SAFETY

25.01 Proper Training

No employee shall be required to work on any job or operate any piece of equipment until the employee has received proper training and instruction as per Section 25 of the Health and Safety Act.

ARTICLE 26 - UNIFORM AND CLOTHING ALLOWANCE

26.01 Boots & Clothing

All public works employees who are required by the Employer to wear green patch safety work boots and/or designated work clothing shall be reimbursed by the Village up to a maximum of six hundred dollars (\$600) per year upon submitting a receipt(s) of purchase. Arena employees shall be reimbursed to a maximum of four hundred dollars (\$400) per year upon submitting a receipt for the purchase of green patch safety work boots.

The Employer agrees to supply once per year, a winter jacket and/or a pair of overalls with bib to all full-time public works employees and every other year for Part-time employees that are required to work in inclement weather.

The Employer agrees to supply a uniform service to the arena staff. A spring/summer jacket and fall/winter jacket will be supplied every two (2) years.

ARTICLE 27 - CONTRACTING OUT

27.01 It is agreed that for the term of this Agreement, there shall be no restriction on contracting out by the Corporation of their work or services of a kind now performed by employees herein represented, provided however, that no regular employee of the Corporation shall, as a result of such contracting out, thereby lose employment or regular rate of pay.

ARTICLE 28 - MERGER, AMALGAMATION PROTECTION

28.01 In the event the Corporation merges, amalgamates or in any way alters its legal identity, the Corporation shall undertake to ensure that:

- (a) CUPE and Local 4616 shall continue to be the Bargaining Agent for all employees.
- (b) All employees shall continue to be entitled to all rights, benefits, and privileges (including seniority, wages, pensions, health benefits, vacations, etc.) contained or referenced in the Collective Agreement between the parties.
- (c) In the event employee(s) are required to transfer from current locations, preference in location should be on the basis of seniority.

The Corporation shall ensure that the merged, amalgamated, or new legal identity is advised of the aforementioned obligations

ARTICLE 29 - PROFESSIONAL DEVELOPMENT

29.01 (a) For professional development (approved by Council) the Employer shall pay the full cost of the education and related expenses. Employees who are unsuccessful in completing the courses and/or certificates taken shall reimburse the full amount to the Employer.

- (b) Certificates and related expenses under (a) shall include but not be limited to: DZ driver's licenses and associated medical exams.

ARTICLE 30 - COPIES OF AGREEMENT

30.01 Copies of Agreement

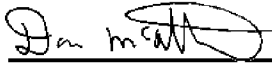
The Employer shall photocopy the Collective Agreement in house for the local union members and Council.

ARTICLE 31 - DURATION OF AGREEMENT

31.01 This Agreement shall become effective January 1, 2025 until December 31, 2028, shall continue in effect, and shall remain in force from year to year, thereafter unless either party shall furnish the other with notice of termination or proposed revision of this Agreement within ninety (90) days before the expiration date of December 31, 2028 or in a like period in any year thereafter.

SIGNED electronically in the province of Ontario this 26th day of March, 2025.

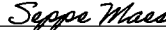
The Corporation of the Village of
South River



Canadian Union of Public Employees



Candice Robertson (Mar 26, 2025 10:03 EDT)



Seppie Maes (Mar 26, 2025 14:12 EDT)



SCHEDULE "A"—WAGES

Effective January 1, 2025

STEPS	1	2
ADMINISTRATION		
Accounts Clerk - Asst Finance	24.47	26.90
Clerk/Typist/Recreation		
Office Administrative Assistant	21.87	24.28
Clerk/Typist Office		
ARENA		
Chief Operator without Refrigeration Certificate	27.90	30.31
Chief Operator with Refrigeration Certificate	28.54	30.98
Arena Operator without Refrigeration Certificate	24.48	26.90
Arena Operator with Refrigeration Certificate	25.13	27.54
PUBLIC WORKS		
Chief Operator without Water Certificate	28.12	30.64
Chief Operator with Water Certificate	30.12	32.64
P.W. Operator without Water Certificate	24.98	27.40
P.W. Operator with Water Certificate	26.98	29.40
Labourer	17.26	

Notes: The Shift Premium for Arena staff is included in the wage rate reflected in Schedule A.

Water Certificate is the Entry-Level Course for Drinking Water Operators

Refrigeration Certificate is the Ontario Recreation Facilities Association - Basic Arena Refrigeration

Effective January 1, 2026

STEPS	1	2
ADMINISTRATION		
Accounts Clerk - Asst Finance	25.45	27.98
Clerk/Typist/Recreation		
Office Administrative Assistant	22.74	25.25
Clerk/Typist Office		
ARENA		
Chief Operator without Refrigeration Certificate	29.02	31.52
Chief Operator with Refrigeration Certificate	29.68	32.22
Arena Operator without Refrigeration Certificate	25.46	27.98
Arena Operator with Refrigeration Certificate	26.14	28.64
PUBLIC WORKS		
Chief Operator without Water Certificate	29.24	31.87
Chief Operator with Water Certificate	31.32	33.95
P.W. Operator without Water Certificate	25.98	28.50
P.W. Operator with Water Certificate	28.06	30.58
Labourer	17.95	

Notes: The Shift Premium for Arena staff is included in the wage rate reflected in Schedule A.

Water Certificate is the Entry-Level Course for Drinking Water Operators

Refrigeration Certificate is the Ontario Recreation Facilities Association - Basic Arena Refrigeration

Effective January 1, 2027

STEPS	1	2
ADMINISTRATION		
Accounts Clerk - Asst Finance	26.09	28.68
Clerk/Typist/Recreation		
Office Administrative Assistant	23.31	25.88
Clerk/Typist Office		
ARENA		
Chief Operator without Refrigeration Certificate	29.75	32.31
Chief Operator with Refrigeration Certificate	30.42	33.03
Arena Operator without Refrigeration Certificate	26.10	28.68
Arena Operator with Refrigeration Certificate	26.79	29.36
PUBLIC WORKS		
Chief Operator without Water Certificate	29.97	32.67
Chief Operator with Water Certificate	32.10	34.80
P.W. Operator without Water Certificate	26.63	29.21
P.W. Operator with Water Certificate	28.76	31.34
Labourer	18.40	

Notes: The Shift Premium for Arena staff is included in the wage rate reflected in Schedule A.

Water Certificate is the Entry-Level Course for Drinking Water Operators

Refrigeration Certificate is the Ontario Recreation Facilities Association - Basic Arena Refrigeration

Effective January 1, 2028

STEPS	1	2
ADMINISTRATION		
Accounts Clerk - Asst Finance	26.74	29.40
Clerk/Typist/Recreation		
Office Administrative Assistant	23.89	26.53
Clerk/Typist Office		
ARENA		
Chief Operator without Refrigeration Certificate	30.49	33.12
Chief Operator with Refrigeration Certificate	31.18	33.86
Arena Operator without Refrigeration Certificate	26.75	29.40
Arena Operator with Refrigeration Certificate	27.46	30.09
PUBLIC WORKS		
Chief Operator without Water Certificate	30.72	33.49
Chief Operator with Water Certificate	32.90	35.67
P.W. Operator without Water Certificate	27.30	29.94
P.W. Operator with Water Certificate	29.48	32.12
Labourer	18.86	

Notes: The Shift Premium for Arena staff is included in the wage rate reflected in Schedule A.

Water Certificate is the Entry-Level Course for Drinking Water Operators

Refrigeration Certificate is the Ontario Recreation Facilities Association - Basic Arena Refrigeration

LETTER OF UNDERSTANDING #1

B E T W E E N:

THE CORPORATION OF THE VILLAGE OF SOUTH RIVER

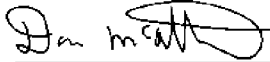
-and-

CANADIAN UNION OF PUBLIC EMPLOYEES, AND ITS LOCAL 4616-03

The parties agree that two (2) employees from the Front Office staff and two (2) employees from the Arena staff shall be paid an annual allowance of two hundred (\$200) dollars each for travel expenses within the municipality, for business purposes and it is further understood that no additional mileage shall be charged for in-town business.

SIGNED electronically in the province of Ontario this 26th day of March, 2025.

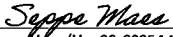
The Corporation of the Village of
South River




Canadian Union of Public Employees



Candice Robertson (Mar 26, 2025 10:03 EDT)



Seppe Maes (Mar 26, 2025 14:12 EDT)



LETTER OF UNDERSTANDING #2

B E T W E E N:

THE CORPORATION OF THE VILLAGE OF SOUTH RIVER

-and-

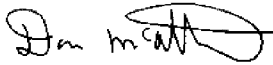
CANADIAN UNION OF PUBLIC EMPLOYEES, AND ITS LOCAL 4616-03

Notwithstanding paragraph 21.01, the parties agree that Allen Bennison, shall continue to have his sick leave bank capped at two hundred (200) days. Upon retirement, said employee may cash out one half (1/2) of his sick leave bank to a maximum of one hundred (100) days.

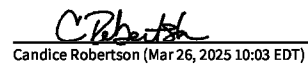
Notwithstanding paragraph 19.01 (a), the parties agree that Allen Bennison, shall continue to have his annual vacation set at 35 days.

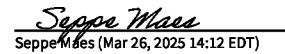
SIGNED electronically in the province of Ontario this 26th day of March, 2025.

The Corporation of the Village of
South River



Canadian Union of Public Employees


Candice Robertson (Mar 26, 2025 10:03 EDT)


Seppie Maes (Mar 26, 2025 14:12 EDT)



LETTER OF UNDERSTANDING #3

B E T W E E N:

THE CORPORATION OF THE VILLAGE OF SOUTH RIVER

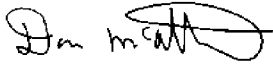
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CANADIAN UNION OF PUBLIC EMPLOYEES, AND ITS LOCAL 4616-03

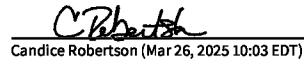
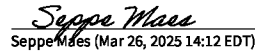
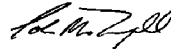
On January 31 of each year, the Employer shall forward to the National Servicing Representative a list of the names, addresses and phone numbers of all employees.

SIGNED electronically in the province of Ontario this 26th day of March, 2025.

The Corporation of the Village of
South River



Canadian Union of Public Employees


Candice Robertson (Mar 26, 2025 10:03 EDT)
Seppe Maes (Mar 26, 2025 14:12 EDT)

LETTER OF UNDERSTANDING #4

B E T W E E N:

THE CORPORATION OF THE VILLAGE OF SOUTH RIVER

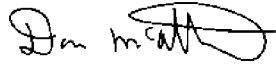
-and-

CANADIAN UNION OF PUBLIC EMPLOYEES, AND ITS LOCAL 4616-03

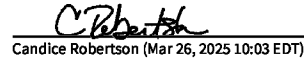
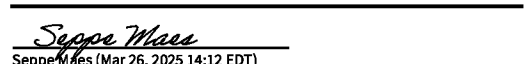
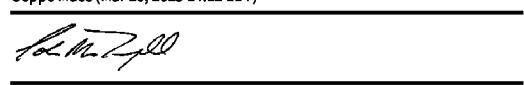
The Union agrees to consider a post-negotiation discussion on replacing some annual sick days and the sick bank with a short-term disability benefit. Timing of such discussions will be by mutual agreement and will be initiated during the term of this agreement.

SIGNED electronically in the province of Ontario this 26th day of March, 2025.

The Corporation of the Village of
South River



Canadian Union of Public Employees


Candice Robertson (Mar 26, 2025 10:03 EDT)
Seppe Maes (Mar 26, 2025 14:12 EDT)


LETTER OF UNDERSTANDING #5

B E T W E E N:

THE CORPORATION OF THE VILLAGE OF SOUTH RIVER

-and-

CANADIAN UNION OF PUBLIC EMPLOYEES, AND ITS LOCAL 4616-03

RE: Public Works Chief Operator (with Water Certificate)

Whereas:

The Parties acknowledge that Seppe Maes, Chief Operator in the Public Works Department, is an exceptional employee and agree to compensate him beyond the established grid.

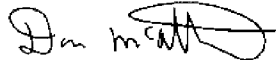
Therefore, the Parties agree as follows:

In recognition of his work, that Seppe Maes, Public Works Chief Operator, shall be compensated at:

- \$34.85 per hour, effective January 1, 2025.
- \$36.24 per hour, effective January 1, 2026.
- \$37.15 per hour, effective January 1, 2027.
- \$38.08 per hour, effective January 1, 2028

SIGNED electronically in the province of Ontario this 26th day of March, 2025.

The Corporation of the Village of
South River



Canadian Union of Public Employees



Candice Robertson (Mar 26, 2025 10:03 EDT)



Seppe Maes (Mar 26, 2025 14:12 EDT)