



**COLLECTIVE AGREEMENT**

**BETWEEN**

**THE CORPORATION OF THE TOWN OF GODERICH**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL NO. 4907**

**May 1, 2025 – April 30, 2029**

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## **AGREEMENT**

This Agreement Between

The Corporation of the Town of Goderich  
(Hereinafter referred to as the "Employer")

of the First Part

And

Canadian Union of Public Employees, and its Local No. 4907  
(Hereinafter referred to as the "Union")

of the Second Part

### **ARTICLE 1 - COVERAGE AND PURPOSE OF THIS AGREEMENT**

- (a) This Agreement shall apply to all employees of Public Works, Airport, and Parks save and except those above the rank of Supervisor and Clerical Support positions.
- (b) The Purpose of this Agreement is to provide a harmonious relationship between the Employer and the employees and to provide an amicable method of settling any difference which might possibly arise.
- (c) A part-time employee is one who is employed on a regular basis for not more than twenty-one (21) hours per week.
- (d) A seasonal employee shall mean an employee working up to approximately 9 (nine) months in a calendar year as required.
- (e) A student employee shall mean an employee attending school on a regular basis but does not include unpaid Co-Op students.
- (f) A full-time permanent employee is one who works on a continuous and regularly scheduled basis of 40 hours per week.
- (g) A temporary employee is one who is employed to replace a permanent employee for the duration of a leave of normally not more than six (6) months, or is hired for a temporary task or project for not more than the six (6) months.

## **ARTICLE 2 - UNION RECOGNITION**

- (a) The Employer hereby recognizes the Union as the sole collective bargaining agent for all employees covered by Article 1 in respect to hours of work, wages and working conditions.
- (b) All employees of the Employer who are members of the Union shall remain members of the Union according to the Constitution and by-laws of the Union. All new employees covered by Article 1 shall become and remain members of the Union within thirty (30) days of employment.
- (c) Persons whose jobs (paid or unpaid) are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except in cases mutually agreed upon in writing by the Parties.
- (d) This Agreement does not apply to persons who carry out volunteer maintenance of community flower beds and trails throughout the town.
- (e) This Agreement does not apply to unpaid Co-Op students.
- (f) Representation  
A maximum of one (1) employee will be paid at standard daily rate for normal time spent in processing grievances. In negotiations with Employer representatives up to two (2) employees.

## **ARTICLE 3 - EMPLOYER RIGHTS**

- (a) The Union agrees that the Employer has the exclusive right to manage its business and direct the working forces, including the right to make, amend and enforce such rules and regulations as shall from time to time be required. The Union shall receive notification of any new or revised regulations, rules, policies implemented by the Employer.
- (b) The Employer agrees that these functions shall be executed in a manner consistent with the general purpose and intent of this agreement and subject to the right of an employee to lodge a grievance as set forth herein.

## **ARTICLE 4 - UNION DUES**

- (a) The Employer shall deduct from each pay of each employee covered by this agreement whether a member or non-member, a sum equivalent to the current monthly dues of the Union, and remit same to a duly authorized officer of the Union.
- (b) The Employer agrees to remit the sums so deducted no later than the fifteenth (15th) day of the month following, accompanied by a list of the names of all employees from whose wages the deductions have been made as well as rate of pay and the Employer shall provide a copy of each employee's pay stub.

- (c) In consideration of the deduction and forwarding service by the Employer, the Union agrees to indemnify and save the Employer harmless for any claim or liability arising out of or resulting from the collection and forwarding of these dues.

**ARTICLE 5 - PRESENT CONDITIONS & BENEFITS**

- (a) All rights, benefits, privileges, customs, practices and working conditions which employees now enjoy, receive, or possess shall continue, insofar as they are consistent with this agreement, unless modified by mutual agreement between the Employer and the Union.
- (b) The Union will be advised within 60 days before implementation of any major changes that may affect the union and its members except in emergency situations or unforeseen circumstances.

**ARTICLE 6 - SENIORITY LAYOFF AND RECALL**

- (a)
  - i. Seniority for permanent employees shall be defined as the continuous service with the Employer including seniority acquired as a seasonal and/or student employee as applicable.
  - ii. Seasonal employees shall attain seniority based on paid hours. If a seasonal employee is successful in obtaining a permanent position within the bargaining unit through a job posting, without a break in service, the seasonal employee will be credited seniority as a permanent employee on the basis of each 1,725 hours of seasonal seniority or portion thereof shall equal one year of permanent seniority or portion thereof.
  - iii. Student employees shall attain seniority based on paid hours. If a student employee is successful in obtaining a seasonal position within the bargaining unit through a job posting, without a break in service, he/she shall maintain the seniority acquired as a student and continue to accrue seniority as a seasonal employee. If a student employee is successful in obtaining a permanent position within the bargaining unit without a break in service, then the provisions of Article 6(a)(ii) apply.
- (b) When a new permanent, seasonal or student employee is hired, such employee shall be on probation for a period of four (4) months. Employees retained past the four (4) month probation shall be deemed satisfactory and placed on the Seniority List and credited with seniority from the first date of hiring. Probationary employees may be dismissed at the sole discretion of the management.
- (c) The Employer shall maintain seniority lists showing the amount of seniority an employee has acquired since his/her date of hire. Up to date seniority lists including the employee's classification shall be sent to the Union and posted on all bulletin boards in January of each year.

(d) An employee shall lose seniority rights and have their name removed from employment records if they:

- i. Retire
- ii. Resign
- iii. Are discharged and not reinstated through the grievance/arbitration procedure
- iv. Are absent from work for three (3) working days without notification to the Employer, unless a satisfactory explanation is provided for the absence
- v. Are absent from work because of lay-off or approved leave of absence for a period greater than one (1) year
- vi. Fail to report to work within ten (10) calendar days following recall after a lay-off unless a satisfactory explanation is provided for this failure

(e) Lay-off

i. Definition of Temporary Layoff

A temporary layoff is defined as a lack of work.

A temporary layoff is one that lasts up to and including thirteen (13) consecutive weeks.

Definition of Permanent Layoff

A permanent layoff is one that exceeds thirteen (13) weeks and/or that is declared by the Employer at the outset to be permanent or indefinite in nature.

- ii. Layoff shall be on the basis of service with the Corporation and ability to do the job. Student employees shall be laid off prior to Seasonal employees and Seasonal employees shall be laid off prior to permanent employees. The employee with the least seniority shall be laid off first unless this leaves the Department with no one who is available to perform the required duties. In such a case, the least seniority employee with the required skills may be retained.
- iii. Unless legislation is more favorable to the employees, the Employer shall notify the union and the employees who are to be laid off no less than two weeks prior to the effective date of layoff. If the employee has not had the opportunity to work the days as provided in this Article, they shall be paid for the days for which work was not made available.
- iv. Seniority for the purposes of this section shall be based on time actually worked for the Corporation and shall not include periods of layoff.
- v. No credits for sick pay or vacation pay shall be accumulated during periods of lay-off.
- vi. No paid holidays will be given during periods of layoff.
- vii. Employees that are laid off will have coverage under the Benefit plan until the last day of the month following the month in which the lay-off or leave starts. Employees that are laid off will have no access to the short term disability benefit plan or long term disability benefit plan for occurrences after the layoff commences.

(f) Re-Call

Permanent employees shall be recalled prior to seasonal employees in the order of their seniority providing they have the qualifications, skills and experience to perform the available work. Seasonal employees shall be recalled prior to Student employees in order of their seniority providing they have the qualifications, skills and experience to perform the available work.

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

For short term recall of two (2) weeks or less, the Employer shall send the recall notice to all laid-off seasonal employees excluding students, at the same time with acknowledgement on the notice that the available position(s) will be allocated in order of seniority of those who respond.

Employees shall not lose recall rights if they refuse a short term position of two (2) weeks or less.

**ARTICLE 7 - GRIEVANCE PROCEDURE**

- (a) It is the mutual desire of the parties that complaints of employees be investigated and resolved as quickly as possible and it is understood that an employee has no grievance until they have first given their Department Head an opportunity of addressing their complaint. If an employee has a complaint, they shall discuss it with their Department Manager (who may want another Employer representative present) within five (5) working days of the circumstances giving rise to the complaint, in the presence of a Steward. The Department Manager shall render a decision within five (5) working days. If the decision is not satisfactory, then the Union may proceed to Step 1 within five (5) working days.

Step 1:

The Steward shall present the grievance in writing to the Director of Community Services, Infrastructure and Operations. A meeting with the Director, who may want the Finance and Human Resources Manager present, the Union representative and the aggrieved employee(s) will be arranged within five (5) working days of such notice and the Director will give their decision to the aggrieved employee(s) within five (5) working days of the meeting.

Step 2:

Failing a settlement at Step 1, the Union may refer the grievance to the Chief Administrative Officer (CAO) or designate. The CAO or designate will convene a meeting with the Union and the Grievor within ten (10) working days of receipt of the grievance. The CAO or designate shall provide their written decision within five (5) working days to the Union following such meeting. Failing a settlement at this stage, within fifteen (15) working days of the decision of the CAO or designate the matter may then be referred to arbitration as per Article 8 of this Agreement.

For Clarity: When the CAO is absent due to vacation or sick leave, the Town Solicitor shall be designated to handle any grievance proceedings.

- (b) Decisions shall be in writing at all steps.
- (c) Where a dispute involving a question of general application or interpretation occurs or where a group of employees or the Union has a grievance, Step 1 of this Article may be bypassed and such grievance submitted at Step 2 within ten (10) working days of the occurrence.
- (d) A claim by an employee that they have been suspended or discharged without just cause shall be treated as a grievance if a written statement of such grievance is lodged with the Chief Administrative Officer within two (2) working days after notice by management to the Union Steward of the suspension or discharge.
- (e) Such special grievances may be settled by confirming the Employers action, or by reinstating the employee with full seniority and compensation for time lost, or by any other arrangement which is just and equitable in the opinion of the conferring parties or arbitrator if the matter is submitted to arbitration.
- (f) Time limits in this Article may be extended by a mutual agreement in writing between the Union and the Employer.

#### **ARTICLE 8 - ARBITRATION**

- (a) Where a difference arises between the parties relating to the interpretation, application or administration of this agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this agreement has been violated, either of the parties may, after exhausting any grievance procedure established by this agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the submitting party's nominee to an Arbitration Board. The recipient of the notice shall within five (5) working days inform the other party of the name of its nominee to the Arbitration Board. The two nominees so selected shall, within five (5) working days of the appointment of the second of them, appoint a third person who shall be the chairman. If the recipient of the notice fails to appoint a nominee, or if the two nominees fail to agree upon a chairman within the time limits, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party. The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee or Employer affected by it. The decision of a majority is the decision of the Arbitration Board, but if there is no majority the decision of the chairman governs. The Arbitration Board shall not make any decision inconsistent with the provisions of this agreement nor alter, modify or amend any part of this agreement, but shall only consider the question in dispute. No matter shall be submitted to arbitration which has not been properly lodged and carried through all previous steps of the Grievance Procedure. The proceedings of the Arbitration Board will be expedited by the parties hereto, and the decision of the Arbitration Board shall be final and binding upon all parties concerned.

- (b) The parties may mutually agree to a single arbitrator.
- (c) The parties may mutually agree to utilize the services of a grievance mediator prior to proceeding to arbitration. Such agreement shall not prejudice either party from proceeding to arbitration where a satisfactory settlement is not achieved in mediation. Should a settlement not be reached, the referral to arbitration shall be made within fifteen (15) working days from the date mediation was held. The parties agree to equally share the costs of the mediation.

**ARTICLE 9 - PERSONNEL RECORDS**

(a) Personnel Records

An employee shall have the right to access and review his/her personnel record in the presence of an Employer representative.

Any disagreement as to the accuracy of information contained in the file may be subject to the Grievance Procedure and the eventual resolution thereof shall become part of the employee's record.

No evidence from the employee's record may be introduced as evidence in any hearing of which the employee was not aware at the time of filing.

An employee shall have the right to make copies of any material contained in his/her personnel file upon payment of reasonable expenses.

**ARTICLE 10 - HOURS OF WORK AND OVERTIME**

(a) This section provides the basis for establishing work schedules and for the calculation and payment of overtime but shall not be read or construed as a guarantee of hours of work per day or week or a guarantee of days of work per week.

(b)

- i. The normal hours of work will be forty hours per week consisting of eight hours per day Monday to Friday.
- ii. The normal work day, shall be 7 AM to 4 PM with a one hour unpaid lunch.

Notwithstanding the normal hours of work, Seasonal, Airport and Student Employees may be required to perform work on weekends on a rotational basis as part of the regular work week. When required to do such, the alternate days off in lieu of the weekend day(s) shall be as mutually agreed between the employee and supervisor provided such alternate day(s) is within the pay period concerned. Where there is no mutual agreement the days shall be as determined by the Supervisor.

During the winter season, the Employer may initiate a Winter Patrol shift, with regular hours other than those specified above except for emergency situations or unforeseen circumstances.

During the winter season (November 1 to March 31), where an employee has reached their allowable duty hours in accordance with the Highway Traffic Act, R.S.O. 1990, the employee will be entitled to receive up to eight (8) hours of regular pay for the time they are required to be off duty.

A minimum of 48 hours notice must be given to change the normal workday, otherwise, the hours worked during that period outside of the foregoing hours shall be deemed overtime.

- iii. An employee shall not be required to lay-off during regular hours to equalize any overtime worked.
- iv. The above hours of work do not apply to Temporary employees.

(c) Four Day Work Week

- i. The four (4) day work week shall apply to full time Public Works employees.
- ii. The normal work day shall consist of ten (10) hours per day, Monday to Thursday, 6:30 am to 5:00 pm with a one half hour unpaid lunch.
- iii. The four (4) day work week shall commence on the first full pay period in May and shall cease at the end of the last full pay period in September.
- iv. The four (4) day work week arrangement is subject to operational and other work-related requirements and may be modified or terminated as necessary, at any time at the Employer's discretion, with reasonable notice of ten (10) working days to the Union and its employees.
- v. With the exception of overtime pay, any Paid Holiday as specified in Article 11 occurring during the foregoing schedule shall be paid as follows:
  - If the employee would normally be scheduled to work on the Paid Holiday, the employee will receive ten (10) hours pay.
  - If the employee would normally be scheduled off work on the Paid Holiday, the employee may choose to either; receive ten (10) hours pay on the day the Holiday falls, or, take the next scheduled working day off and receive ten (10) hours pay.
- vi. For each scheduled working day of vacation taken during the foregoing schedule, an employee will be deemed to have used ten (10) hours of vacation entitlement.

- vii. For the purposes of Article 20, during the foregoing schedule, the normal rate of pay shall be ten (10) hours for each normally scheduled working day missed due to illness or non-occupational accident.
  - viii. Any paid leave of absence taken during the foregoing schedule shall be compensated at the rate of ten (10) hours per day.
  - ix. Employees may opt out of the foregoing schedule upon written request. Approval or denial will be based on operational requirements by the Director of Community Services, Infrastructure and Operators.
- (d) Due to the nature of its operations the Employer may require employees to work overtime in excess of their regular daily or weekly hours. Payment for such overtime shall be at time and one half of regular rate.
  - (e) There shall be no pyramiding of premiums under this agreement.
  - (f) For the purpose of this section, a day shall be defined as commencing at 0001 hours to 2400 hours. An employee required to report for work not continuous with assigned hours shall be paid a minimum of three (3) hours for each call-out in each day at the appropriate overtime rate, providing there has been a period of two (2) hours or more between call-outs in one day.

When an employee has completed call-out work, they will be allowed to return home, provided they have checked to ensure that additional calls have not been received.

- (g) All overtime must be pre-approved by the Department Head.
- (h) On call duties shall be performed from November 1 to the following March 31. Employees detailed to remain on weekly on-call shall be paid:

YEAR	RATE PER WEEK
May 1, 2021	\$125.00

while on call.

- (i) The Airport/Public Works Supervisor will be required to receive calls and respond to after-hours emergencies and department requirements between April 1 and October 31 of each calendar year. In the absence of the Supervisor, an employee scheduled to be on call will receive \$25.00 per day. Employees will be provided a minimum of forty-eight (48) hours notice unless mutually agreed otherwise.
- (j) Employees detailed to remain on call on a recognized holiday shall receive an additional \$60.00 for the holiday.

(k) Employees will be allowed a total of 30 minutes for a paid break each day and the time of such break(s) shall be determined by the Supervisor. The location of any such break(s) shall be either (a) at the work assigned job location or (b) at the employee's shop location, as determined by the Supervisor.

(l) Shift Premium

Where an employee's regularly scheduled hours are outside of the normal hours of work described in Article 10(b)(ii) which may include Seasonal, Airport and Student Employees having their week altered to cover shifts on the weekend, the employee shall receive a shift premium for all hours worked between 4:00 p.m. and 7:00 a.m.

YEAR	RATE PER HOUR
May 1, 2025	\$1.50

for each hour worked.

**ARTICLE 11 - RECOGNIZED HOLIDAYS**

(a) Full-time Permanent Employees

All full-time permanent employees shall be paid at the same rate of pay for the classification of work they were performing immediately preceding and immediately following, for the following holidays and any other day proclaimed to be a Public Holiday by the Provincial or Federal Government.

New Year's Day	Canada Day	Remembrance Day*
Family Day	Civic Holiday	December 24 <sup>th</sup> (1/2 day)
Good Friday	Labour Day	Christmas Day
Easter Monday	National Day for Truth and Reconciliation	Boxing Day
Victoria Day	Thanksgiving Day	December 31 <sup>st</sup> (1/2 day)

\* Remembrance Day - if it is an employee's scheduled day of work

When any of the above holidays (except Remembrance Day) falls on a Saturday or Sunday, the working day next following shall be in lieu thereof, a holiday and the provisions of this section shall apply thereto.

Employees required to work on a Recognized Holiday shall receive pay at the rate of two (2) times the Employee's regular rate for all hours actually worked on the Recognized Holiday.

(b) Part-time, Seasonal, Student Employees

All part-time, seasonal and student employees are entitled to the following public holidays with pay in accordance with the days outlined in (a) above.

A employee's public holiday pay for a given public holiday shall be equal to:

- (a) The total amount of regular wages and vacation pay payable to the employee in the four (4) weeks before the work week in which the public holiday occurred, divided by 20, subject to the employee working their regular day of work preceding and following the holiday.

When any of the holidays outlined in this article (except Remembrance Day) falls on a Saturday or a Sunday, the working day next following shall be in lieu thereof.

Employees required to work on a Recognized Holiday shall receive pay at the rate of two (2) times the Employee's regular rate for all hours actually worked on the Recognized Holiday.

**ARTICLE 12 - VACATIONS**

- (a) A full time permanent employee shall be granted vacation with pay on the following basis:

<b>SERVICE</b>	<b>VACATION</b>
Up to 1 year's service	½ working day per month to a maximum of six (6) days and only to be taken after completion of six (6) months service
After 1 year's service	3 weeks
After 9 year's service	4 weeks
After 15 year's service	5 weeks
After 23 year's service	6 weeks

- (b) Vacation times shall be set by the Employer, who shall take into consideration the wishes of the employees. Vacation schedules, as much as practicable, shall be posted by May 1st of each year and shall not be changed without the consent of the affected employees and approval of the Employer. Vacation shall commence immediately following an employee's regularly scheduled days off. The Employer shall advise the employees, within a reasonable amount of time, regarding their application for scheduled vacation. Should a conflict exist between employees over vacation time, seniority shall be the determining factor.
- (c) A request for carry over of vacation, up to one (1) week, must be in writing to the Operations Manager or the Director of Operations at least sixty (60) days prior to the employee's anniversary date, with reason as to why the employee is seeking to carry over. The Operations Manager or Director of Operations shall respond in writing to the employee no later than thirty (30) days from the request to allow the employee to request the remainder of their vacation for that year. The employees request may be granted or denied by the Operations Manager or the Director of Operations.

Seasonal Employees shall be entitled to an in lieu of vacation as follows:

After 1 year's service	4%
After 4 consecutive year's service	6%
After 15 consecutive year's service	10%
After 23 consecutive year's service	12%

(d) Students shall receive vacation pay, as per the *Employment Standards Act, 2000*.

### **ARTICLE 13 - BENEFITS**

The Employer agrees to pay one hundred percent (100%) of the premium costs of the following benefits for permanent full time employees only:

- (a) Group Life Insurance of two times annual basic earnings, rounded to the next \$1,000 to a maximum of \$300,000.
- (b) Accidental Death and Dismemberment coverage is equal to the amount of Life coverage with the amount payable being a percentage of the coverage based on the loss suffered.
- (c) Prescription drug plan (generic equivalent where available) with no deductible.
- (d) Vision care expense benefit covering

<b>YEAR</b>	<b>COVERAGE</b>
May 1, 2025	\$500.00

every 24 months (once every 12 months for dependants under 18).

Additional coverage of the cost for medically necessary contact lenses, up to a maximum of \$200.00 in any 12-month period for a person under the age of 18 or in any 24-month period for any other person resulting in an inability to wear normal frames. Employees are entitled to coverage for one (1) eye exam per calendar year when performed by an Optometrist based on Sun Life's reasonable and customary limit.

- (e) A Basic Dental Plan, with no deductible, at the level stated in the current Ontario Dental Association Guide for General Practitioners and orthodontics for dependent children under age 16 at 50% co-insurance with a lifetime maximum of \$1,500.00.
- (f) Current employees who qualify for reduced or unreduced early retirement under the OMERS rules currently in effect at the time the employee chooses to retire shall be allowed early retirement. In addition, the employee may be eligible to have benefits provided to age 65 for the cost of extended health care coverage (including semi-private hospital and prescription drugs and out of country), and \$5,000.00 of group life insurance. To be eligible for the benefits,

employees must have a minimum of 25 years of continuous full-time service with the Town of Goderich, including any leave in accordance with the *Employment Standards Act, 2000*. Benefits are subject to a lifetime maximum of \$100,000.00 (excluding items available with the drug card).

- (g) Extended Health Services including no deductible, 100% co-insurance and private duty nursing to a maximum of \$25,000 per calendar year.

Paramedical Coverage

\$350.00 coverage

Chiropractor, Osteopath, Podiatrist/Chiropodist, Naturopath, Speech Therapist, Massage Therapy: No deductible with \$350 coverage.

Psychologist, Psychotherapist/RMFT/Social Worker/Clinical Counsellor: No deductible with \$350 coverage.

Physiotherapist: No deductible with \$1,000.00 coverage

- (h) Out of Province/Country benefits covering certain emergency medical services required while out of the Country.

**ARTICLE 14 - PENSION**

- (a) As a condition of employment, all continuous full-time employees must participate in the OMERS Pension Plan, and any other-than-continuous full-time employees may voluntarily participate, subject to meeting the legislated requirements, in the OMERS Pension Plan.

**ARTICLE 15 - JOB POSTING**

- (a) In filling vacancies or new positions within the Bargaining Unit, the position shall be posted prior to public advertisements for such positions, provided however, that temporary appointments may be made to fill any vacant positions during the posting process. Any employee desiring to be considered for such position may apply by submitting a fully completed application to the Employer on or before the date fixed in the posting. Internal applicants shall be assessed prior to any public advertisement for such position.
- (b) The Employer will provide details of any job posting, including job descriptions, when requested.

**ARTICLE 16 - LEAVE OF ABSENCE**

- (a) Leave of absence without pay, and without loss of seniority, may be granted upon written request to the Employer by any employee concerned or by any employee elected or appointed to represent the Union at union conventions, provided such absence does not interfere with Employer work.

- (b) An employee may take up to three (3) days' of paid leave in the event of the death of an employee's spouse, child (step), mother, father. One (1) additional day may be granted to attend the funeral service or a celebration of life which occurs within six months of passing with approval from the Human Resources Department, which shall not be unreasonably denied.
- (c) An employee may take up to three (3) days' of paid leave in the event of the death of an employee's brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandchild, grandparent, brother-in-law, sister-in-law, grandparents-in-law. The foregoing includes step relations.
- (d) An employee shall be allowed a maximum of one (1) day off with pay when called upon to act as pall bearer or to attend the funeral of a member of their family or their spouse's family, not previously mentioned.

The employee shall be allowed a maximum of one-half day off with pay to attend a funeral of a close friend, and may use one-half day of vacation for the remainder portion of the day, providing such absence has been approved by the Supervisor.

- (e) Employees who are required to serve as jurors or subpoenaed crown witnesses in any court shall be granted leave of absence for this purpose. Such leave will not constitute a break in service. Such employee shall present to the Employer a satisfactory certificate showing the period of such service. Such employee will be paid their full wage for the period of such jury or witness service, provided they shall deposit with the Employer the full amount of compensation received, excluding mileage and travelling expense, and an official receipt thereof.
- (f) Statutory Leaves of Absence

The Employer recognizes all employees are eligible for leaves of absence in accordance with, and subject to, the provisions of the *Employment Standards Act, 2000*, as amended from time to time.

**ARTICLE 17 - ALLOWANCES**

Clothing

The Employer will provide employees with the necessary safety clothing to perform the duties required. The Employer shall also pay these employees a safety boot allowance and related items such as, but not limited to laces, insoles and toe caps, 100% up to the maximums as per the schedule below and upon receipt of a dated sales slip:

POSITION	YEAR	RATE PER YEAR
Full time permanent Employees	May 1, 2025	\$375.00
Special Seasonal Employees	May 1, 2025	\$375.00
Seasonal Employees	May 1, 2025	\$300.00
Student Employees	May 1, 2025	\$175.00

The employee shall make a request to the Supervisor or designate to supply the employee with a harness as part of their PPE.

Employees who are required to use their private cars on Employer business will be paid mileage per the municipality's travel schedule by-law.

**ARTICLE 18 - GENERAL**

(a) No Discrimination

The Employer and the union agree there shall not be any discrimination practiced with respect to any employee by reason of union activity on Employer time or property. Only such activity shall be permitted as is provided for in this agreement or otherwise in writing between the parties.

(b) Bulletin Boards

The Employer shall provide bulletin boards which shall be placed so that all employees will have access to them and upon which the union shall have the right to post work related notices of meetings and such other work related notices as may be of interest to the employees.

(c) The Employer shall reimburse for licenses required for their job such as "D" driver's licenses and "Z": endorsements, with the exception of probationary employees who are required to acquire licenses for the successful completion of their probationary period.

**ARTICLE 19 - WAGE RATES AND CLASSIFICATIONS**

The wage rates and classifications shall be as set out in Schedule A attached to and forming part of this agreement for the purposes of payment of wages only.

Seasonal and Special Seasonal employees shall receive an additional premium of:

<b>YEAR</b>	<b>IN LIEU OF BENEFITS</b>
May 1, 2025	13%

of their regular wages in lieu of benefits specified in Article 13.

## **ARTICLE 20 - SICK LEAVE AND WORKER'S COMPENSATION**

1. Short-Term Disability-All permanent full-time employees of the Corporation covered by this agreement shall be entitled to Weekly Indemnity benefits (see Sun Life Financial Contract Number 100433 for further Plan details).

Step 1: The Weekly Indemnity benefits policy of the Town of Goderich shall be a calculation of 75% of the employee's weekly basic earnings up to a maximum of \$2,000. The basic earnings will be increased by the amount of bonus, commission, overtime or incentive pay earned on a regular basis, required to calculate the amount of benefit payable under the Employment Insurance Act.

Step 2: Sun Life will subtract any income provided by the employee:

- Under a motor vehicle insurance plan which provided disability benefits as long as any benefits payable under the Employment Insurance Act are not taken into account when determining the amount of benefits payable under the motor vehicle insurance plan, and as long as the law does not prohibit such a deduction.
- Under a group plan, including a multiple-employer group plan.
- As part of a salary continuance received from your employer during your disability.

After the first 17 weeks of total disability, when the maximum benefit period is more than 17 weeks, Sun Life also subtracts any income provided to the employee:

- For the same or a subsequent disability under any government-sponsored plan, excluding dependent benefits, employment insurance benefits and automatic cost-of-living increases that occur after benefits begin.
- Under a retirement or pension plan funded in whole or in part by the employer, as a result of the employee's disability or a medical condition.
- Under any coverage resulting from the employee's membership in an association of any kind.

The result from Step 2 is the amount the employee would normally receive as a Short-Term Disability payment. However, if the amount calculated under Step 2, plus the above sources of income, exceeds 85% of the employee's pre-disability basic earnings (after income tax, if the benefit is non-taxable), the employee's Short-Term Disability payment is reduced by the excess.

If the employee is eligible for any of the income amounts above and do not apply for them, Sun Life will still consider them part of the employee's income. Sun Life can estimate those benefits and use those amounts when they calculate the employee's payments.

If Sun Life receive any of the income amounts above in a lump sum, Sun Life will determine the equivalent compensation this represents on a monthly basis using generally accepted accounting principles.

Sun Life will not take into account any benefits that began before the employee's disability began. However, increases in those benefits as a result of the employee's disability will be taken into account.

Sun Life has the right to adjust the employee's payment when necessary.

2. Long-Term Disability-Employer will pay 100% of the premium for the Long Term Disability benefits plan (see Sun Life Financial Contract Number 100433 for further Plan details).

Long-Term Disability coverage provides benefit to the employee if the employee is totally disabled. The employee qualifies for this benefit if they provide proof of claim acceptable to Sun Life that:

- The employee became totally disabled while covered, and
- The employee has been following appropriate treatment for the disability since its onset.

For the employees Long-Term Disability coverage,

- During the elimination period and the following 24 months (this period is known as the own occupation period), the employee will be considered totally disabled while they are continuously unable due to an illness to do the essential duties of the employee's own occupation) and
- Afterwards, the employee will be considered totally disabled if they are continuously unable due to an illness to do any occupation for which they are or may become reasonably qualified by education, training or experience.

Benefits are paid at the end of each month and are based on the employee's coverage on the date the employee became totally disabled.

If the employee is totally disabled for part of any month, Sun Life will pay 1/30 of the monthly benefit for each day the employee is totally disabled.

The Long-Term Disability payments begin after the employee has been totally disabled for an uninterrupted period of 119 days or after the last day benefits are payable under any short-term disability, loss of income or other salary continuation plan, whichever is later.

This period, which must be completed before disability benefits become payable, is the elimination period.

All references to income in this disability provision are to the gross amounts before any deductions.

Step 1: Sun Life takes 75% of the employee's monthly basic earnings up to a minimum of \$50 and a maximum of \$10,000.

Step 2: Sun Life subtracts any income provided to the employee:

- For the same or a subsequent disability under any government-sponsored plan, excluding dependent benefits, employment insurance benefits and automatic cost-of-living increases under any government-sponsored plan that occur after benefits begin.
- For the same or a subsequent disability under any Workers' Compensation Act or similar law, excluding automatic cost-of-living increases that occur after benefits begin.
- Under a motor vehicle insurance plan which provides disability benefits to the extent that the law does not prohibit such a deduction.
- Under a group plan, including any coverage resulting from your membership in an association of any kind.

- Under a retirement or pension plan funded in whole or in part by the Employer, as a result of the employee's disability or a medical condition.

The result from Step 2 is the amount the employee will normally receive.

If this amount plus the above sources of income and all the additional sources of income listed below exceeds 85% of the employee's pre-disability basic earnings, Sun Life will reduce the employee's Long-Term Disability payment by the excess. If the employee's benefit is non-taxable, the maximum will be 80% of the employee's pre-disability basic earnings after income tax.

Additional sources of income provided to you:

- Under any Workers' Compensation Act or similar law for another disability, excluding any automatic cost-of-living increases that occur after benefits begin.
- Under any Criminal Injuries Compensation Act or similar law, where allowed by law.

If the employee is eligible for any of the income amounts above and do not apply for them, Sun Life will still consider them part of the employee's income. Sun Life can estimate those benefits and use those amounts when they calculate the employee's payments.

If Sun Life receive any of the income amounts above in a lump sum, Sun Life will determine the equivalent compensation this represents on a monthly basis using generally accepted accounting principles.

Sun Life will not take into account any benefits that began before the employee's disability began. However, increases in those benefits as a result of the employee's disability will be taken into account.

Sun Life has the right to adjust the employee's payment when necessary.

3. To entitle the employee to sick leave, the employee shall notify the office of his/her Employer or Supervisor before regular starting time on the day of his/her absence. Departmental supervisors shall be responsible to notify the payroll clerk, of such absentees.
4. All permanent full-time employees shall be granted a total of eight (8) days sick leave per year, non-accumulative, and in the event that an employee does not use any portion of this sick leave credit during the current year, four (4) days shall be added to his/her annual vacation in the following year or payment in lieu. The four (4) days added to annual vacation shall be adjusted as follows: one day sickness through the year, shall result in one-half day deducted from four days so allocated, etc.
5. Employees, while on WSIB benefits, shall receive WSIB cheques with all payroll costs stopped.
6. Any other-than-continuous full-time employees hired to work for continuous full-time employees on pregnancy/parental leave, or other leave in accordance with the *Employment Standards Act, 2000*, shall be granted non-accumulative sick leave, up to a maximum of 8 days per calendar year and that none of the unused sick leave days be converted to vacation days.

7. This provision (#6 above) does not apply to Full Time Temporary, Seasonal, Part-time, Contract or Student employees who may be eligible to receive payment in lieu of benefits.
8. Seasonal employees shall be entitled to up to a maximum five (5) non-accumulative sick leave days per calendar year and none of the unused sick leave days may be converted to vacation days.
9. Special Seasonal employees shall be entitled to up to a maximum eight (8) non-accumulative sick leave days per calendar year and none of the unused sick leave days may be converted to vacation days.

#### **ARTICLE 21 - NO AGREEMENTS**

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

#### **ARTICLE 22 - NO DISCRIMINATION**

The Employer and the Union agree to comply with all relevant legislation as it relates to the parties.

#### **ARTICLE 23 - LOSS OF DRIVER'S LICENCE**

An employee must immediately notify the Employer of the loss of his/her Driver's License and the reason for the loss as well as the estimated duration of the loss.

An employee who loses his/her Driver's License may be subject to discipline or other action by the Employer.

#### **ARTICLE 24 - ABSENCE FROM WORK**

An employee shall notify the Employer prior to the start of the employee's work day if the employee is going to be absent, as well as provide the reason for the absence and expected duration.

**ARTICLE 25 - DURATION**

This Agreement shall become effective on May 1, 2025 and such Agreement shall remain in effect until April 30, 2029, and from year to year thereafter, unless either party gives notice in writing to the other party within the ninety (90) day period prior to the expiry date, of its desire to alter or terminate same.

It shall remain in force from year to year unless notice to terminate or to amend is given by either party within ninety (90) days of termination of the Agreement.

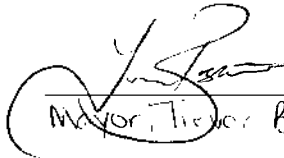
Any amendments to this agreement during its term must be mutually agreed and signed by the parties prior to being implemented.


The terms and conditions of this agreement become effective upon the date of ratification by both parties unless otherwise specified.

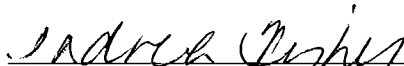
Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2025.


**FOR THE EMPLOYER**

**FOR THE UNION**

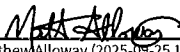
  
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Mayor, Tiedor Bazinet

  
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Jacob Stinson (2025-09-25 11:32:22 EDT)

  
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Clerk, Andrea Fisher

  
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Travis Teed (2025-09-25 18:38:56 EDT)

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\_\_\_\_\_  
Matthew Alloway (2025-09-25 11:19:02 EDT)

SCHEDULE A

**Employer to supply wage rates**

1. The following wage rates shall apply:

<b>POSITION</b>	<b>May 1, 2025</b>	<b>May 1, 2026</b>	<b>May 1, 2027</b>	<b>May 1, 2028</b>
<b>PUBLIC WORKS &amp; AIRPORT</b>		<b>2.95%</b>	<b>2.75%</b>	<b>2.55%</b>
Operator I	\$31.00	\$31.91	\$32.79	\$33.63
Operator II	\$32.00	\$32.94	\$33.85	\$34.71
Operator III	\$33.00	\$33.97	\$34.90	\$35.79
Parks/Airport Assistant (Identified as Operator)	\$31.00	\$31.91	\$32.79	\$33.63
Special Seasonal	\$31.00	\$31.91	\$32.79	\$33.63
Truck and Coach Technician	\$42.54	\$43.79	\$44.99	\$46.14
Airport/Public Works Supervisor	\$44.30	\$45.61	\$46.86	\$48.05
<b>PARKS SEASONAL</b>				
Parks & Cemetery Supervisor	\$36.90	\$37.99	\$39.03	\$40.03
Parks/Cemetery Operator	\$29.83	\$30.71	\$31.55	\$32.35
Parks/Cemetery Student Operator	\$21.63	\$22.27	\$22.88	\$23.46

Two (2) Special Seasonal-permanent positions:

Four (4) months Works

Eight (8) months Parks

Notwithstanding Article 1 (d) create a special seasonal position to be forty (40) hours per week in Parks and thirty (30) hours per week in Works for winter night patrol and will be paid the appropriate rate while in each Department.

Special Seasonal Positions will receive in lieu of benefits (as shown in Article 19).