

# **COLLECTIVE AGREEMENT**

**Between**

**CORPORATION OF THE TOWNSHIP OF SPRINGWATER**

**- and -**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2380-09**

**January 1, 2025 – December 31, 2027**

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## **ARTICLE 1 – PURPOSE**

- 1.01 Whereas it is the desire of both parties to promote co-operation and understanding between the Corporation, the Union, and its members, to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions and efficiency of operations, and to promote the morale and well-being of all employees in the bargaining unit; therefore, to implement the foregoing, the parties mutually covenant and agree to the following articles and appendices.

## **ARTICLE 2 – RECOGNITION**

- 2.01 The Corporation recognizes the Union as the sole and exclusive bargaining agent of all employees of the Corporation of the Township of Springwater in Recreation, Parks & Facilities and Roads & Fleet, save and except the Operations Technician, Transportation Engineering Technologist, forepersons, persons above the rank of forepersons, office and clerical staff, students employed during the school vacation period, students employed on a cooperative or government sponsored work program with a community college, and employees who regularly work less than twenty-four (24) hours per week.

## **ARTICLE 3 – DEFINITIONS**

- 3.01 Whenever the singular is used in this Agreement, it shall be considered as if the plural has been used where the context so requires.
- 3.02 The words “employee” or “employees” wherever used in this Agreement shall mean only the employees in the bargaining unit defined above unless the context provides otherwise.
- 3.03 Temporary Employees

It is recognized that the Corporation will have periodic and recurring needs for which it will hire Temporary Employees. Temporary Employees are persons employed under the provisions of a written employment contract for a term. The maximum term for Temporary Employees is as follows:

- a) Contract Employee - a person hired for a stated purpose and period of time not to exceed twelve (12) consecutive months.
- b) Seasonal Employees - a person hired to perform seasonal duties for a maximum of nine (9) months within each calendar year.
- c) Temporary Replacement Employees - where a permanent employee is on an approved leave of absence, the Corporation may fill the incumbent's position for the length of their absence to a maximum of twenty-four (24) months. In the event of a medical leave of absence under Long Term Disability or WSIB, the duration of leave may be extended to two and one-half (2-1/2) years.

- d) A permanent member of the bargaining unit who accepts a position on a temporary basis for a predetermined period is not considered a Temporary Employee.
- e) All Temporary Employees shall be covered by this Collective Agreement, with exception to the Articles listed below:

Article 8 – Seniority, except as provided in Article 8.01(b)

Article 11 – Grievance against layoff and dismissal

Article 14 – Discipline and Discharge

Article 15 – Layoff and Recall

Article 17.02 and 17.04 – Lieu Time and Distribution of Overtime

Article 18 – Holidays (will be in accordance with the Employment Standards Act)

Article 19 – Vacations (will be in accordance with the Employment Standards Act)

Article 20 – Leaves of Absence

Article 21 – Personal Leave, Short Term & Long Term Disability

Article 23 – Benefits

### 3.04 Work Of The Bargaining Unit

Non-union management employees whose jobs are not in the Bargaining Unit shall not be assigned and/or perform work which is included in the Bargaining Unit to the extent that it directly results in the layoff of, or the loss of regularly scheduled hours of, a member of this bargaining unit.

Non-union management employees would only work overtime in the event that other qualified persons who are able to work have been contacted and indicated they are unable to respond to the call.

## **ARTICLE 4 - NO DISCRIMINATION**

- 4.01 The Corporation and the Union agree there shall be no intimidation, discrimination, interference, restriction or coercion exercised or practiced with respect to any employee by reason of age; ancestry, colour, or race; citizenship; ethnic origin; place of origin; creed; disability; family status; marital status; gender identity or gender expression; record of offences; sex, including pregnancy and breastfeeding; sexual orientation; nor by reason of their activity or non-activity in the Union.
- 4.02 The Corporation and the Union are committed to creating a respectful workplace, and adherence to the *Occupational Health and Safety Act*, and all other relevant policies and legislation as amended from time to time.
- 4.03 The Union agrees that there shall be no solicitation for membership or other Union activities during working hours except as specifically permitted by this Agreement or in writing by the Corporation.

## **ARTICLE 5 – MANAGEMENT RIGHTS**

- 5.01 The Union recognizes and acknowledges that the management of operations and direction of the work force are fixed exclusively in the Corporation, and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Corporation to:
- (a) maintain order, discipline and efficiency;
  - (b) hire, assign, direct, promote, demote, classify, transfer, layoff, recall and, for just cause, to suspend, discharge or otherwise discipline employees, subject to the right of the employees who have acquired seniority to grieve to the extent and manner provided herein, if the provisions of this Agreement are violated in the exercise of these rights;
  - (c) make and enforce and alter from time to time rules and regulations to be observed by the employees; and,
  - (d) generally to manage the Corporation's operations, determine operational requirements and required levels of service and, without restricting the generality of the foregoing, to determine the number of personnel required from time to time, the standards of performance for all employees, the methods, procedures, machinery and equipment to be used, the hours and schedules of work, to institute changes in jobs and job assignments, and all other matters concerning the Corporation's operation not otherwise specifically dealt with elsewhere in this Agreement.
- 5.02 The Corporation shall exercise the above rights in a reasonable manner that is consistent with the provisions of this Agreement.

## **ARTICLE 6 – UNION SECURITY**

- 6:01 Any employee covered by this Agreement shall become a member of the Union as a condition of employment.

## **ARTICLE 7 – DEDUCTION OF UNION DUES**

### **7:01 Dues/Fee Deductions from Pay**

Upon commencement of employment the Corporation shall deduct a one-time initiation fee along with regular Union dues from the bi-weekly pay of each employee in the amount or rate notified in writing from time to time to the Human Resources Department of the Corporation by the Treasurer of CUPE Local 2380. The Union agrees that the amount or rate of dues/fee to be so deducted, once set, shall not be changed by the Union for a period of six (6) months and thereafter shall not be changed more than once in any six (6) month period.

### **7:02 Remittance of Dues/Fee Deductions**

The Corporation shall forward to the Treasurer of CUPE Local 2380 payment for the amount deducted pursuant to Article 7:01 for the initiation fees on a monthly basis. The Corporation shall forward to CUPE National Office payment for the amount deducted pursuant to Article 7:01 for regular Union dues on a monthly basis along with a list of names of all employees from whose wages the deductions were made in the previous month, as well as a list of all names added to, and all names deleted from the dues/fee deductions list for that month.

### **7.03 Save Harmless**

The Union shall indemnify and hold the Corporation harmless with respect to all union dues deducted and remitted and with respect to any liability which the Corporation might incur as a result of such deduction and remittance.

7.04 The Corporation shall set out on each employee's T4 slip the amount of union dues paid by that employee in the previous year.

## **ARTICLE 8 – SENIORITY**

8.01 a) Seniority shall mean the length of continuous service with the Corporation as a permanent full-time employee. Seniority shall operate on a bargaining unit wide basis.

b) A temporary employee shall not acquire seniority except in the event that the employee is subsequently appointed to the permanent staff, in which case, upon completion of the probationary period, their seniority shall be backdated to their date of hire as a temporary employee in their current period of continuous employment.

8.02 An employee will be considered on probation for the first six (6) months and will have no seniority rights during that period. The discharge of a probationary employee shall be within the sole discretion of the Corporation. Probationary employees shall not have the right to file grievances, unless the Union can identify that the termination was an act of discrimination, arbitrary or bad faith. On successful completion of the probationary period they will be credited with seniority from date of hire.

This probationary period may also be extended by mutual agreement of the parties that will not be unreasonably withheld. Said extensions will be for no more than three (3) additional months.

- 8.03 An employee shall lose all seniority and their employment shall be deemed to be terminated if they:
- a) quit or retire;
  - b) are discharged for just cause and not reinstated through the grievance procedure;
  - c) are absent from work for more than three (3) consecutive shifts without notifying the appropriate immediate Supervisor, unless an explanation satisfactory to the Corporation is given by the employee;
  - d) engages in other gainful employment while on a leave of absence unless the employee has received permission in writing from the Corporation to undertake such employment;
  - e) fail to return to work upon the termination of an authorized leave of absence on the employee's next scheduled shift unless a reason acceptable to the Corporation is given;
  - f) fail to return to work within seven (7) calendar days after being recalled from lay off by notice sent by registered mail unless an explanation satisfactory to the Corporation is given;
  - g) are not recalled for a period in excess of their length of seniority up to a maximum of twenty-four (24) months

#### **ARTICLE 9 – NEW EMPLOYEES**

- 9:01 a) The Corporation shall acquaint new employees with the fact that a collective agreement is in effect and shall give new employees the name of the Chief Steward and a copy of the current Collective Agreement.
- b) The Unit Chair will be given an opportunity to meet with new employees for up to thirty (30) minutes, during regular working hours and without loss of pay, for the purpose of acquainting the new employee with the benefits and responsibilities of Union membership. Such orientation shall occur within the first two (2) weeks of the start of their employment.

## **ARTICLE 10 – CORRESPONDENCE BETWEEN THE PARTIES**

- 10.01 All correspondence between the parties arising out of this Agreement or incidental hereto shall pass to and from the People and Talent designate, or a designate of the Corporation and the Unit Chair of CUPE Local 2380-09 via the CUPE Local 2380 Recording Secretary, or designate.
- 10.02 The Corporation shall provide to the Union, at the time of hiring or change in position of an employee, including temporary transfers of more than two weeks, the employee's name, address, date of hire or change in position, title and level of their position, and the wage rate or salary and step.
- 10.03 The employee shall notify the Corporation in writing, of any change in the employees' address, telephone number or change in dependent status within one week of any such change. The employee or the Union shall save the Corporation harmless in any action resulting from the employee not making the required changes in records as noted above.
- 10.04 The Corporation shall maintain a seniority list which shall be sent to the Union once per year. At the same time, the Corporation will provide to the Union a list of all employees covered under the Collective Agreement, including first and last name, current classification, employment status, mailing address and primary phone number.

## **ARTICLE 11 – GRIEVANCE PROCEDURE**

- 11.01 A grievance shall be defined as any difference between the Corporation and the employee or Union relating to the interpretation, application, administration or alleged violation of the Collective Agreement and can be filed by either the Corporation or the Union.
- 11.02 The Corporation and Union agree that it is of the utmost importance to adjust grievances as quickly as possible in accordance with the procedures set out below.
- In calculating the time periods provided for in this Article and in Article 12, "business days" shall mean Monday to Friday, excluding paid holidays.
- 11.03 The Corporation will recognize a Grievance Committee composed of not more than three (3) employees, one of whom shall be the Unit Chair, who have completed their probationary period, selected by the Union to be known as stewards.
- 11.04 An employee has no grievance until they have first given their immediate exempt supervisor an opportunity of adjusting their complaint. Such complaint must be discussed with the immediate exempt supervisor within five (5) business days after the employee became aware or ought reasonably to have been aware of the occurrence or the circumstances giving rise to the complaint. When discussing such a complaint with the immediate exempt supervisor, the employee may be accompanied by a Union Steward or a Union Official if the employee so chooses.

- 11.05 Failing settlement, the complaint may be taken up as a grievance within five (5) business days following the discussion with the immediate exempt supervisor, in the following manner and sequence.

Step 1

Within five (5) business days of the employee's receipt of the immediate Supervisor's reply, the employee shall submit to the Manager, or designate, a written statement of the particulars of their grievance, including the articles of this Collective Agreement alleged to have been violated, and the remedies sought. The Manager, or designate, shall give their decision in writing within five (5) business days of the submission of the grievance to them.

Step 2

Within five (5) business days after the decision is given under Step No. 1, the Union may present their grievance in writing to People and Talent, or designate. Within five (5) business days of receipt of the grievance People and Talent, or designate will meet with the employee and the Union. People and Talent, or designate shall render their decision in writing within five (5) business days following such meeting.

Step 3

Within ten (10) business days after the decision is given under Step No. 2, the employee, who may be accompanied by their steward, may present their grievance in writing to the Chief Administrative Officer, or designate. Within ten (10) business days of receipt of the grievance the Chief Administrative Officer or designate will meet with the employee. The employee may be accompanied by a representative of the Union. The Chief Administrative Officer, or designate shall render their decision in writing within ten (10) business days following such meeting.

- 11.06 In the case of a discharged employee who has completed their probationary period, the grievance shall commence at Step 3, provided it is submitted within five (5) business days after the date the discharge is effected.
- 11.07 In cases of suspension or lay-off of an employee who has completed their probationary period, the grievance shall commence at Step 2, provided it is submitted within five (5) business days after the date the suspension or lay-off is effected.
- 11.08 Complaints regarding job posting decisions are to be made to the applicable Manager where the vacancy exists. Failing settlement, the complaint may be taken up as a grievance within five (5) business days following the discussion with the Manager, at Step 2 of the grievance procedure.

11.09 Policy Grievances

A grievance arising directly between the Corporation and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step 2. This article shall not be used by the Union to initiate a grievance properly initiated as an individual grievance by an employee.

11.10 Management Grievances

Any grievance instituted by Management may be referred in writing to the Unit Chair within five (5) business days of the occurrence of the circumstances giving rise to the grievance, and the Unit Chair shall meet within five (5) business days thereafter with Management to consider the grievance.

11.11 Where no answer is given within the time limits specified in the grievance procedure, the employee(s) concerned, and the Union shall be entitled to submit the grievance to the next step of the grievance procedure.

11.12 Failing settlement of any grievance at Step 3, the grievance may be submitted to arbitration by either party. If no written request for arbitration is received from the Union within thirty (30) business days after the decision under Step 3 was received, it shall be deemed to have been settled and shall not be eligible for arbitration. No matter may be submitted to arbitration which has not been properly carried through all the steps of the Grievance Procedure.

**ARTICLE 12 – ARBITRATION PROCEDURE**

12.01 When either party requests that any matter be submitted to arbitration as provided in Article 11.11, it shall make such request in writing addressed to the other party to this Agreement, and the Corporation and the Union will mutually agree upon a single arbitrator.

12.02 The decision of the Arbitrator shall be binding on both parties and on all employees affected by it.

12.03 The Arbitrator shall not have any power to alter or change any provisions of this Agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.

12.04 The Union and the Corporation shall each pay one-half (1/2) of the expenses of and fees payable to the Arbitrator.

12.05 The time limits fixed in both the grievance and arbitration procedures are mandatory, but may be extended by mutual consent, confirmed in writing by the parties.

**ARTICLE 13 – JOB POSTING**

13.01 The Corporation is committed to hiring the best skills and abilities for the position and the organization, and ensuring hiring practices are free from discrimination as outlined in the *Ontario Human Rights Code*. The Corporation and the Union are committed to the principles of equal employment opportunity. Whenever possible, the Corporation shall promote from within to build its culture and strengthen the depth of the Team.

13.02 When a new position is created, or when the Corporation determines that a permanent vacancy exists, the Corporation shall post notice of the position on the Township's intranet for a minimum of one week. External job postings may be made at the same time as internal job postings, however internal candidates shall be considered first. For clarity, external applications will be segregated and will not be reviewed until the internal process is complete.

13.03 The Corporation shall consider applicants for whom a successful bid would result in a promotion or transfer to a higher or equal rate classification. In cases of promotion or transfer, the following factors shall be considered:

- a) skill, ability, job efficiency, qualifications and experience;
- b) seniority with the Corporation;

When the matters in factor a) are relatively equal (within 10%) then factor b) shall govern.

13.04 Vacancies which will not or are not expected to exceed thirty (30) calendar days need not be posted. Such temporary vacancies may be filled at the discretion of the Corporation.

13.05 The Corporation shall not consider any applicant to a posting who has, within the prior six (6) month period successfully bid on a vacancy.

13.06 The successful applicant shall be placed in the vacancy or new position for a trial period not exceeding six (6) calendar months. During the trial period, the employee shall be paid the appropriate rate of pay for the job classification. If during the trial period, the employee proves unsatisfactory or makes a request to be returned to their former position, they will be returned to their former position and rate of pay without loss of seniority, as will any other employee in the bargaining unit who was promoted or transferred by reason of the original filling of the vacancy or new position. Any applicants for the original posting will then be given consideration in accordance with Article 13.03.

13.07 Temporary Transfers and Assignments

- a) The Corporation may temporarily assign an employee to work in any job classification covered by this Agreement.
- b) When an employee is temporarily transferred by the Corporation to a position in a lower-paying job classification (e.g. to replace an absent employee), the employee shall continue to be paid at their regular rate.
- c) When an employee requests or competes for a temporary assignment, or accepts redeployment by the Corporation to a position in a lower paying job classification in lieu of being laid off pursuant to Article 15:01, the employee shall receive the rate of pay for the new job classification.

- d) When an employee is temporarily transferred by the Corporation to a position in a higher-paying job classification, either inside or outside the Bargaining Unit, for a period of three (3) hours or more, the employee shall be paid at the step in the higher paying range that corresponds to an increase in pay.

**13.08 Transfers and Appointments Outside the Bargaining Unit**

- a) No employee shall be transferred to a position outside the Bargaining Unit without their consent.
- b) If an employee is transferred to a position outside of the bargaining unit, the accumulation of their seniority shall freeze immediately. Employees will retain their seniority provided they return to their position in the Bargaining Unit within 12 months, at which time they shall resume accumulating seniority.
- c) An employee who is temporarily transferred to a position outside the Bargaining Unit shall not continue to be covered by this Collective Agreement and union dues shall not be collected for the duration of this temporary assignment.
- d) For short-term assignments, defined as no longer than two (2) consecutive weeks, the following shall apply:
  - i. The employee will continue to be covered by the Collective Agreement and union dues will continue to be paid.
  - ii. Seniority will continue to accrue during this period.
  - iii. The employee will not engage in any disciplinary or confidential labour relations matters during this period.
- e) In the case of an appointment to a permanent position outside the Bargaining Unit, the employee's seniority shall cease.

**ARTICLE 14 – DISCIPLINE**

- 14:01
- a) Managers and supervisors will endeavour to ensure that, if disciplinary action is to be taken against an employee, such action shall be taken without undue delay.
  - b) Whenever the Corporation issues a disciplinary letter to an employee, a copy of which is to be placed in the employee's personnel file, the Corporation shall give a copy of such letter to the Union within five (5) business days from the date that the letter was given to the employee.
  - c) If an employee is required to attend a disciplinary meeting with the Corporation, the employee will be informed beforehand of the nature of the meeting and will be advised that they have the right to require the presence of a Union Steward at such meeting. In the event there is a conflict of interest, a different steward may be requested.

- d) The term “disciplinary meeting” means a meeting in which the Corporation, a manager or an exempt supervisor takes or imposes disciplinary action against an employee. “Disciplinary action” means a response from the Corporation to an employee’s action, behaviour or conduct that the Corporation deems inappropriate, and includes either a penalty against the employee, or a warning that a repetition of such action, behaviour or conduct will have consequences, or both. “Disciplinary action” includes verbal warning but does not include performance counselling or coaching.
- e) All disciplinary matters shall remain confidential between the Corporation, the Union, and its members for the purposes of a Freedom of Information request and shall not be disclosed to anyone other than as required to implement and manage the discipline and in accordance with Article 12.
- f) No employee will be disciplined outside of their working hours.

**14:02 Discharge and Suspension Procedure**

An employee who has passed their probationary period may be dismissed but only for just cause. If an employee is discharged or suspended, the employee and the Union shall be informed promptly in writing of the reason(s) for such discharge or suspension.

14.03 With reasonable notice to People and Talent, an employee shall have the right to review their personnel file on their own time for the purpose of reviewing any evaluations or formal discipline notations contained therein. Access will be provided in the presence of a representative from People and Talent, or their designate. An employee has the right to request copies of any evaluation or disciplinary notation in this file.

14.04 Where an employee receives a formal disciplinary notation, that disciplinary notation will not be relied upon if the employee receives no further discipline for a period of eighteen (18) months of active service from the date of the original disciplinary notation.

**ARTICLE 15 – LAYOFF AND RECALL PROCEDURES**

15.01 In the event of a layoff, the employee who has the least seniority within the classification shall be the first employee to be laid off.

**15.02 Bumping**

An employee who is displaced under Article 15.01 shall be entitled to displace any employee in the bargaining unit who has less seniority in the same wage grade or a lower wage grade, provided that they have the qualifications and ability to perform the job satisfactorily. It is understood that if there is more than one (1) employee in the job classification, it shall be the employee with the least seniority who is bumped.

An employee may bump into a higher-paying job classification only if they have been previously classified in, and have demonstrated satisfactory performance in, such classification with the Corporation.

15.03 Notice of Layoff

- a) If the Corporation issues a layoff notice to an employee, the employee and the Union will have the option to meet with the Corporation to discuss the bumping options available to the employee.
- b) The Corporation shall notify permanent and probationary employees who are to be laid off at least fifteen (15) business days before the layoff is to be effective, except in circumstances beyond the reasonable control of the Corporation. If the employee laid off has not had the opportunity to work fifteen (15) full days after notice of layoff, the employee shall be paid in lieu of work for that part of fifteen (15) days during which work was not made available. If a greater period of notice is required by legislation, such greater period of notice or pay in lieu shall be given.

15.04 Recall

- a) Employees who have been laid off in accordance with this Article shall be recalled in order of seniority, provided they have the qualifications and ability to perform the work available. This provision shall not operate where an employee's right to be recalled has been extinguished pursuant to Article 8.03.
- b) No employee shall be recalled to a higher-paying classification than the one from which the employee was laid off, unless they have been previously classified in, and has demonstrated satisfactory performance in, such classification with the Corporation.
- c) No new employee shall be hired to perform a job covered by this Collective Agreement as long as there is a permanent employee on layoff who has the proven qualifications and ability to perform that job.
- d) A laid off or displaced employee is free to apply for any posted job.

**ARTICLE 16 – HOURS OF WORK**

16.01 Work Week

The work week begins at 12:00 a.m. on Sunday and finishes at 11:59 p.m. on Saturday. Based on the requirements of the Corporation's users operations can be 7 days per week, 24 hours per day.

16.02 Hours of Operation

Hours of Operation are determined by each facility based on the requirements of the facility, department, programs, and services.

16.03 Regular Hours of Work

The following is intended to define the normal hours of work for Employees. Each department determines the regular hours of work for each position, subject to change based on the requirements of position, department, and our users. Employees who work in departments with extended hours will have their hours scheduled to cover the requirements of the facility. Full-time Employees will be required to work 40 hours per week. Each shift will consist of up to ten (10) hours of regular work.

16.04 Employees who are required by the Corporation to remain available for work during their meal break shall receive a thirty (30) minute paid meal break. All other employees shall receive a thirty (30) minute unpaid meal break. It is understood that any travel must be completed within the thirty (30) minute meal break.

16.05 Employees with at least forty-eight (48) hours written notice, may be allowed a shift exchange with another employee of the same classification with the written consent of their Supervisor, or designate. Such mutual exchange shall not incur any additional cost to the Corporation and shall take place within the posted schedule.

16.06 Changes in Hours of Work

There may be circumstances when the Corporation may need to change the hours of operation or work. When this occurs, the Corporation will endeavour to provide at least two (2) weeks' notice prior to the changes taking effect and consult with the affected employees and the Union.

16.07 Special Shift

Should it be deemed necessary by the Corporation, a special shift consisting of a normal working day or working week at hours other than normal hours, may be scheduled. This would constitute a normal shift and notice of it must be given seventy-two (72) hours in advance. Failure to provide seventy-two (72) hours notice shall result in payment of overtime for any hours worked during such special shift. However, the Corporation will endeavor to provide as much notice as possible. Assignment to the shift shall be on a volunteer first basis for all employees in the applicable job classification (seniority shall prevail). Failure to find volunteers will result in the shift being assigned in the order of reverse seniority.

16.08 The parties agree that daily or weekly hours of work may exceed the time limits noted in Section 17 of the *Employment Standards Act, 2000*, as amended from time to time.

16.09 The Employer will consult with the Union regarding the switchover dates for summer and winter hours, based on weather conditions and operational needs.

**ARTICLE 17 – OVERTIME**

17.01 Authorized work performed in excess of forty (40) hours in any week shall be paid at time and one-half (1.5) the employee's regular hourly rate. No employee shall work overtime without the prior written approval of their Supervisor. There shall be no pyramiding of premiums and overtime pay.

17.02 Lieu Time

- a) At the election of the employee, time off with pay equal to the number of overtime hours worked at the overtime rate may be substituted in lieu of overtime pay, at a time suitable to the Corporation and the employee. A total of 40 hours per calendar year may be deferred in such manner.
- b) Any banked overtime remaining as of December 1st will be paid out. No overtime shall be banked in the month of December.
- c) Employees wishing to take lieu time off must submit a request for the time off at least three (3) working days prior to the requested time. Lieu time is given at the discretion of management.

17.03 It is understood that all overtime to address significant weather or infrastructure issues constitutes mandatory overtime. Failure to perform overtime shall not result in disciplinary action, provided the employee can provide a reasonable explanation.

17.04 The parties to this Agreement recognize that the needs of the business may require the performance of overtime work from time to time and when overtime is required, the Corporation will assign the employees regularly doing the job. The Corporation will attempt to advise employees of required overtime as far in advance as is practical. In light of the foregoing the Corporation agrees to attempt to distribute available overtime work as equitably as practical amongst qualified employees normally performing the work in question within the sections in which overtime is required.

**ARTICLE 18 – PAID HOLIDAYS**

18.01 The Corporation recognizes the following as paid holidays:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	½ day Christmas Eve
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	½ day New Year's Eve
Civic Holiday	

18.02 Employees shall be granted one (1) floating holiday, to be taken at a time mutually agreed upon by the employee and the supervisor. Payment for such holiday shall be based on the employee's regular hourly rate multiplied by the number of hours that would normally have been worked on such day.

The floating holiday shall be taken during the calendar year in which it is earned. For clarity there will be no carry over or pay out of the floating holiday if it is not taken in the calendar year it is earned

18.03 To be eligible for holiday pay, an employee must have worked their scheduled regular day of work preceding and following the holiday; or their absence on either of said days

must have been prearranged (e.g. lieu day, vacation, etc.) or due to illness. The calculation of holiday pay shall be in accordance with the terms of the *Employment Standards Act, 2000*.

- 18.04 Should any of the holidays in Article 16.01 fall on a Saturday or Sunday, and the department is closed, the Monday following shall be observed unless there is a mutual agreement of the parties in writing to observe another day. If the department is open, the holiday shall be observed on the Saturday or Sunday.
- 18.05 Any employee required to work on a paid holiday as defined above shall be paid for all authorized work performed on such holiday at one and a half (1.5) times their regular straight time rate of pay for all hours worked in addition to their holiday pay..

## ARTICLE 19 – VACATION

19.01 Full time employees will accrue paid vacation time as follows:

Completed Continuous Service	Annual Vacation Entitlement
Less than 1 year	10 days prorated
After 1 year	3 weeks
After 8 years	4 weeks
After 17 years	5 weeks
After 25 years	6 weeks

- 19.02 The vacation year shall be January 1 to December 31. Employees shall have access to their vacation entitlement on January 1st of each year in accordance with the schedule. Progression on the schedule shall occur in the calendar year in which the employee's anniversary date falls.
- 19.03 In any vacation year, employees shall be permitted to take their annual vacation prior to having earned it. Should an employee leave their employment before earning the vacation time taken, the employee is responsible for payment of unearned vacation credits taken and the Corporation will withhold or make deduction from the employee's final pay.
- 19.04 Vacation Scheduling
- a) The scheduling of vacations shall remain at the discretion of the Corporation. Employees will submit vacation requests in writing, between February 1 and February 15 for at least 50% of their vacation entitlement. Every attempt will be made by the Employer to grant vacation as requested, however, where conflicts arise amongst employees as to the choice of vacation time, seniority and operational needs shall govern. Preference shall be given to requests for full weeks over single days. Approved vacation schedules shall be posted by March 1.

- b) An application for scheduling vacation made after February 15 should be submitted in writing no less than five (5) business days in advance of the requested time. A response to the request will be provided within two (2) business days. Management will process and approve such applications, subject to operational needs, on a first-come first-served basis.
  - c) Any vacation that has not been booked by September 15 will be scheduled by the Employer. If it is not possible to schedule an employee's full entitlement by the end of the calendar year, up to one (1) week's vacation will be paid out in the final pay period of the year.
  - d) Employees may reschedule their vacation time, provided the same amount of time is rebooked, subject to operational needs, and such requests will not be unreasonably denied.
  - e) Vacation requests will not be unreasonably denied.
- 19.05 Employees are required to take their vacation in the year it is earned. There shall be no carry over of vacation from one vacation year to the next without written authorization of the Corporation .
- 19.06 Employees on pregnancy or parental leave will accrue vacation time off to be taken at the end of their leave unless agreed otherwise; however, they do not accrue vacation pay.
- 19.07 Paid vacation credits will not accrue while a employee is absent from work on unpaid leave of absence in excess of thirty (30) calendar days.
- 19.08 Paid vacation credits will not accrue while an employee is on long-term disability or WSIB benefits for more than two (2) months in one (1) year. Employees who are on short-term disability will continue to accrue vacation credits.
- 19.09 If an employee's vacation is interrupted due to illness or accident requiring hospitalization, the period of hospitalization may be considered sick leave upon submission of a satisfactory medical documentation and the vacation credits will be restored.
- 19.10 Temporary employees will receive vacation pay added to their regular pay periods as per payroll procedures.

## **ARTICLE 20 – LEAVES OF ABSENCE**

### **20.01 Unpaid Leave of Absence**

- a) The Corporation may grant a leave of absence without pay to an employee for good and sufficient personal reasons on an individual basis for a maximum of twelve (12) months. All requests for such leaves of absence must be made in writing as far in advance as practicable.

- b) If the absence exceeds thirty (30) days, the employee shall not accumulate service for the purpose of vacation entitlement, seniority, merit increment progression, or other compensation matters affected by service from the first day of the approved leave of absence. Benefits may be continued for the duration of the leave, but the employee is responsible for the total premium costs of all benefits for the total period of absence.

#### 20.02 Bereavement Leave

- a) In the event of a death in the immediate family of an employee, the Corporation agrees to grant time off with normal pay (exclusive of premiums) at the time of the death, where these days fall on the employee's normal working day. Employees will be entitled to:
  - (i) up to five (5) days for loss of parent (includes step-parent), spouse (includes common-law-spouse), child (includes the child of a common-law spouse, a stepchild and foster child), sibling or grandchild (includes step-grandchild);
  - (ii) up to three (3) days for loss of, parent-in-law, child-in-law, sibling-in-law;
  - (iii) up to two (2) days for loss of grandparent of either the employee or spouse;
  - (iv) up to one (1) day for loss of uncle or aunt of either the employee or spouse for the purpose of attend a memorial on a workday.
- b) Bereavement leave must be taken in consecutive business days. However, an employee may reserve one (1) bereavement day from the appropriate entitlement to attend a funeral, burial or "Celebration of Life", which occurs at a later date.
- c) In the event that bereavement leave is required while an employee is on paid vacation, such paid vacation is re-credited to the employee.

#### 20.03 Court Duties

- a) Employees called to serve as a juror or as a witness of the Corporation, will receive their normal earnings with all benefits for time spent on such duty.
- b) The employee must submit without delay to Payroll any fees received from the Court for services as a juror, less any kilometre reimbursement allotted.
- c) An employee on authorized vacation leave that is required to testify or is subpoenaed as a witness because of employment with the Corporation has their vacation leave entitlement restored for the period of time required to attend Court and will be reimbursed for legitimate expenses incurred in performing these tasks on authorization of the Corporation.

20.04 Leave for Union Business

- a) The Union acknowledges that Union officers and members of committees have their regular duties to perform on behalf of the Corporation. Such persons shall not absent themselves from their work in order to deal with grievances of employees or for other Union business with the Corporation concerning CUPE Local 2380 without first obtaining permission from their immediate exempt supervisor. Such permission shall not be unreasonably denied.
- b) Subject to Article 20.04(a), the following conditions shall apply:
  - i) Paid leave shall be granted when meeting with the Corporation where the grievance(s) or other Union business concerns employees of the Corporation.
  - ii) Unpaid leave shall be granted where the grievance(s) or other Union business does not concern employees of the Corporation or when not meeting with the Corporation.
- c) The Union President (if a member of 2380.09) may take up to one (1) day paid per month to attend to matters of CUPE Local 2380. The Union President may request additional time as agreed to by the Manager of People and Talent. Approval from their immediate exempt supervisor is required and is based on operational requirements.

20.05 Leave to Attend Union Conventions and Meetings

- a) Upon written application to People and Talent submitted at least twenty-one (21) days in advance, an employee may be granted an unpaid leave of absence equal to an aggregate of fifteen (15) working days per calendar year for the bargaining unit for the purpose of representing the Union at conventions, conferences, seminars or workshops. Approval of such leave, up to a maximum of two (2) employees at any given time, is subject to operational requirements and the need to ensure sufficient personnel are available to provide the required level of service. Such leave of absence shall not be unreasonably denied.
- b) Upon mutual consent of the Union and the Corporation, additional unpaid days of leave may be granted. The employees' wages and benefits shall not be interrupted. However, the Corporation shall bill the Union for the cost of salaries/wages and the Corporation's share of mandatory benefits (e.g., Corporation Health Tax, CPP, EI, OMERS, WSIB).

20.06 Pregnancy and Parental Leave

- a) The Corporation shall grant pregnancy and parental leaves in accordance with the *Employment Standards Act, 2000*, as amended from time to time.
- b) Seniority for all purposes continues to accrue during pregnancy or parental leaves.

- c) The Corporation shall pay the premium for all applicable benefits, (excluding OMERS), for the duration of the pregnancy or parental leave. If the employee wishes to contribute to the OMERS pension plan in respect of the pregnancy or parental leave, the employee may purchase the leave period and the Corporation will match the contribution for the period involved. The employee can elect in writing to not purchase the leave period under the OMERS pension plan.

## **ARTICLE 21 – PERSONAL LEAVE, SHORT TERM & LONG TERM DISABILITY**

- 21.01 a) Each full-time Employee who has completed their probationary period shall be entitled to a maximum of fifty (50) hours of personal leave with pay in any calendar year for incidental sickness, accident, dependant care (for an employee's spouse, parent, parent in-law, child or dependent), medical appointments, or personal emergencies.
  - b) Personal leave may be taken in hourly increments. The personal leave shall be non-cumulative and shall have no cash value.
  - c) During the first year of employment, an Employee's personal leave shall be prorated based on their start date.
  - d) It is understood that Employees will make their best efforts to schedule medical appointments outside of their working hours.
- 21.02 In order to be eligible for personal leave, the Employee must inform their respective supervisor or designate of their need for personal leave, and wherever possible, two (2) hours prior to the commencement of the work day as well as on each subsequent day(s) of absence, or unless notification cannot reasonably be given and/or where notification has been provided for the length of the absence. In the event that such notification cannot reasonably be given within this period, such Employee must notify, or cause notification to be given, at the earliest reasonable opportunity. Where the Employee is negligent in notifying the Corporation of their absence, the Employee's absence will be without pay.
- 21.03 An employee will be required to produce satisfactory medical documentation, in accordance with the Corporation's policy, for an absence of more than three (3) consecutive working days related to illness. The Corporation will reimburse the employee for the reasonable costs of such medical documentation.
- 21.04 The Corporation will pay 100% of the premium costs for the SunLife 102052 Short Term Disability and Long Term Disability insurance plans for employees. It is understood and agreed that the administration of this plan is not arbitrable.

## **ARTICLE 22 – PENSION**

- 22.01 All employees who meet the eligibility criteria under the Ontario Municipal Employees Retirement System shall join OMERS. The Corporation and the employee shall make contributions in accordance with the provisions of OMERS.

## **ARTICLE 23 – BENEFITS**

- 23.01 Employees shall be entitled to benefits as provided in this Article. The amount of and eligibility for benefits referred to in this Article are subject to the terms and conditions of the policy or policies of insurance providing such benefits. Any dispute as to the entitlement to benefits provided under the policy or policies of insurance is between the employee and the insurer. The insurer is responsible for adjudicating and administering all claims. It is understood that the Corporation's obligation under this Article is restricted to the payment of its portion of the premiums necessary to enroll employees in the benefit plans described in this Article.
- 23.02 The Corporation shall pay one hundred percent (100%) of the premiums for a group Life Insurance Plan and Accidental Death and Dismemberment Plan.
- 23.03 The Corporation agrees to maintain the premium coverage for a Dental Plan, a Vision Care Plan, and an Extended Health and Drug Plan for eligible employees in the active employ of the Corporation under the insurance plans presently in effect subject to their respective terms and conditions including enrolment requirements.
- 23.04 It is understood and agreed that the benefit and insurance plans described in this Article shall be administered by the Plan Carriers. It is further understood that the administration of any and all benefit and/or insurance plans by the Plan Carriers is not arbitrable.
- 23.05 It is understood that the Corporation may at any time substitute another carrier for any Plan provided the benefits conferred thereby are not in total decreased. Before making such a substitution, the Corporation shall notify the Union to explain the proposed change.

## **ARTICLE 24 – SALARIES AND WAGES**

- 24.01 The wage rates for employees covered by this Agreement shall be as set out in Appendix A which is attached to and forms part of this Agreement.
- 24.02 The Corporation shall pay wages to the employees of the bargaining unit on a bi-weekly basis.
- 24.03 Shift Premium  
If an employee works a shift where the majority of the hours fall outside the hours of 7:30 a.m. and 4:00 p.m., Monday to Friday, the employee shall receive a shift premium of \$1.50 per hour, in addition to their regular hourly rate, for all hours worked. Shift premium is not payable in addition to overtime premium or call in premium.
- 24.04 Call In Premium – Winter Operations Only  
An employee who is called in for winter operations before their scheduled start time shall receive a call in premium of \$5.00 per hour for all hours worked before their scheduled start time. Call in premium is not payable in addition to overtime premium.

24.05 Boot/Clothing Allowances

- a) Employees will be provided with \$250.00, inclusive of HST, per year, for the purpose of ordering work footwear upon provision of receipts.
- b) Employees will be provided with \$450, inclusive of HST, per year, for the purpose of ordering work clothing through the Corporation's designated provider.

24.06 Employees required to drive their own vehicles on Corporation business will be reimbursed for such driving at the appropriate mileage rate approved by the Corporation.

24.07 Licenses

When the Employer requires an employee to maintain a DZ or AZ license for the performance of an employee's current duties, the Employer will reimburse the employee, for all normal costs related to maintaining such license, upon submission of an expense claim.

**ARTICLE 25 – LABOUR/MANAGEMENT RELATIONS**

- 25.01 a) No individual employee or group of employees shall undertake to represent the Union at meetings with the Corporation, without proper authorization of the Union.
- b) Under no circumstances may an employee bypass any provision of the Collective Agreement by taking their problems directly to the Council of the Municipality or to any member of that Council. Under no circumstances shall Council provide direction to bargaining unit employees.
- c) The Union shall keep the Corporation notified in writing of the names of the Union executive, current stewards, and members of the negotiating committee.

25.02 a) Bargaining Committee

The Corporation acknowledges the right of the Union to appoint or select a negotiating committee of not more than two (2) employees, plus one (1) alternate, covered by the Collective Agreement or the Local's bylaws, plus one (1) National Union Representative and one (1) special council, for the purpose of negotiating a renewal Agreement pursuant to notice given under Article 31, Duration.

b) Function of Bargaining Committee

This Committee will meet at times mutually agreed to by both parties to discuss renewal and/or modifications of this Agreement.

c) Time Off for Meetings

Any representative of the Union on the Bargaining Committee, who is in the employ of the Corporation, shall have the privilege of attending Bargaining Committee meetings held within working hours without loss of base pay up to and including conciliation.

25.03 Special Representation

The Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees or legal counsel when dealing or negotiating with the Corporation. The Corporation shall also have the right to special assistance when dealing or negotiating with the Union.

25.04 Labour-Management Committee

The Corporation and the Union shall ensure that a Labour Management Committee is maintained, and the parties shall follow the Terms of Reference for the Labour Management Committee.

25.05 The Corporation shall provide a bulletin board upon which the Union shall be able to post notices of meetings and other matters restricted to Union activity. All postings must be approved in advance by the Corporation.

25.06 No Strike or Lock-Out During Term of Agreement

No strike or lock-out shall occur during the term of this Agreement.

25.07 The Union and the Corporation desire every employee to be familiar with the provisions of this Agreement and their rights and duties under it. For this reason, the Union and the Corporation shall share equally the cost of printing sufficient copies of the Agreement within thirty (30) days of signing. The Union shall be responsible for arranging for the printing of the Agreement.

**ARTICLE 26 – SAFETY AND WELLNESS**

26.01 It is the responsibility of the Corporation, its employees, and the Union to maintain a safe and healthy work environment and, to this end, all agree to comply with the *Occupational Health and Safety Act*.

26.02 Joint Health and Safety Committee

a) The Corporation and Union shall ensure that a Joint Health and Safety Committee is maintained, and the parties shall follow the Terms of Reference for the Joint Health and Safety Committee.

b) The duties, responsibilities, powers, and functions of the Committee shall be as set out in the *Occupational Health and Safety Act*, as amended from time to time.

26.03 In the case of a work-related injury to or occupational illness of an employee, the Corporation will provide to the employee a copy of the WSIB Form 7 (Employer's Report of Injury/Disease), and will promptly provide to the Union, through the Joint Health and Safety Committee, a copy of an accident report.

26.04 An employee who, through illness or injury, cannot return to normal duties and responsibilities will be accommodated pursuant to the Ontario *Human Rights Code*. When a disabled employee who has been accommodated in another position is able to perform the normal duties and responsibilities of their former position, then they shall be returned to the former position as soon as possible. The employee will have the option of having Union representation in all return work/modified duties meetings.

It is understood that nothing in this section is intended to limit or expand the Corporation's, the Union's or the employee's obligations to accommodate disabled employees under the Ontario *Human Rights Code*. In fact, all recognize and agree that they are bound by the Ontario *Human Rights Code* and that all rights and obligations thereunder apply to them.

## **ARTICLE 27 – JOB CLASSIFICATIONS**

27.01 The Corporation shall maintain job descriptions for all jobs listed in Appendix A attached hereto and forming part of this Agreement. No existing job shall be eliminated or changed without prior discussion with the Union as per the Labour Management Committee Terms of Reference.

27.02 If a new permanent job is established, or if there is a substantial change to an existing job, the Corporation will have the job evaluated by a third party consultant using the Corporation's gender neutral job evaluation tool. The Corporation will use the job evaluation results to set the pay rate for the job, in order to ensure internal equity and fair compensation. The Corporation will notify the Union of the results of the job evaluation and provide the information used to determine the rate of pay. Any dispute arising from the application of Article 27 shall be subject to the grievance and arbitration process as outlined in Articles 11 and 12.

## **ARTICLE 28 – TRAINING AND DEVELOPMENT**

- 28.01 a) When the Corporation deems it necessary; it shall provide suitable training, both on and off the job, at its expense, so that all employees within a particular job may have the equal opportunity to obtain all certificates and/or licenses to work at their particular job. Employees interested in taking advantage of such training shall notify their exempt supervisor in writing.
- b) Upon submission of a valid, original receipt, the Corporation shall reimburse an employee for the full cost that the employee has incurred after completing their probationary period in order to obtain or maintain a trade licence, certificate, or membership in a professional organization, that is a required qualification of the job.
- c) Employees may request reimbursement for other training and development opportunities in accordance with the Corporation's Policies.

**ARTICLE 29 – RETROACTIVITY**

29.01 If the signing of this Agreement takes place after the termination of the previous Collective Agreement, all those employees employed by the Corporation on the date of signing of this Agreement shall receive full retroactive increase in pay and benefits, unless otherwise agreed to by the parties. Any employee who retired between the termination of the previous Collective Agreement and the ratification of this Agreement shall receive full retroactive increase in pay.

**ARTICLE 30 – JOB SECURITY**

30.01 The Corporation shall provide sixty (60) days written notice of and shall discuss with the Union any change to the methods through which services are to be provided that result in the reduction of the complement of permanent employees.

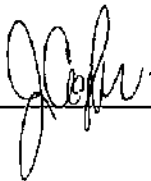
30.02 In the event that the Corporation merges or amalgamates with another employer, the Corporation shall meet and consult with the Union.

**ARTICLE 31 – DURATION**

31.01 This Agreement shall be binding and remain in effect from January 1, 2025 to December 31, 2027 and shall continue from year to year thereafter unless either party gives to the other party notice in writing within the period of ninety (90) days prior to the expiration of this agreement, or to the anniversary of such expiration date.

Dated this 25 day of June, 2025.

**For the Corporation**




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*Jennifer Marshall*

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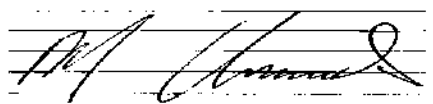
**For the Union**



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**APPENDIX A**

**CUPE 2025**

Pay Grade	Position	Step 1	Step 2	Step 3	Step 4	Step 5
5	Mechanic/Operator	36.12	37.24	38.42	39.65	41.15
4	Patroller	31.48	32.50	33.54	34.59	35.87
	Facilities Maintenance Technician					
3	Equipment Operator/Labourer	29.28	30.16	31.13	32.08	33.09
	Outdoor Maintenance Worker					
	Parks & Facilities Operator II					
	Parks & Facilities Operator I					
2	Arena Attendant	28.40	29.21	30.11	31.03	32.01
	Parks and Facilities Maintenance Assistant					
	Facility Maintenance/Cleaner					
	Truck Driver/Labourer					
	Facility Attendant					
1		17.99	18.62	19.60	20.19	20.79

**CUPE 2026  
3% Over 2025**

Pay Grade	Position	Step 1	Step 2	Step 3	Step 4	Step 5
5	Mechanic/Operator	37.20	38.36	39.57	40.84	42.38
4	Patroller	32.42	33.48	34.55	35.63	36.95
	Facilities Maintenance Technician					
3	Equipment Operator/Labourer	30.16	31.06	32.06	33.04	34.08
	Outdoor Maintenance Worker					
	Parks & Facilities Operator II					
	Parks & Facilities Operator I					
2	Arena Attendant	29.25	30.09	31.01	31.96	32.97
	Parks and Facilities Maintenance Assistant					
	Facility Maintenance/Cleaner					
	Truck Driver/Labourer					
	Facility Attendant					
1		18.53	19.18	20.19	20.80	21.41

**CUPE 2027  
3% Over 2026**

<b>Pay Grade</b>	<b>Position</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
<b>5</b>		38.32	39.51	40.76	42.07	43.65
	Mechanic/Operator					
<b>4</b>		33.39	34.48	35.59	36.70	38.06
	Patroller					
	Facilities Maintenance Technician					
<b>3</b>		31.06	31.99	33.02	34.03	35.10
	Equipment Operator/Labourer					
	Outdoor Maintenance Worker					
	Parks & Facilities Operator II					
	Parks & Facilities Operator I					
<b>2</b>		30.13	30.99	31.94	32.92	33.96
	Arena Attendant					
	Parks and Facilities Maintenance Assistant					
	Facility Maintenance/Cleaner					
	Truck Driver/Labourer					
<b>1</b>		19.09	19.76	20.80	21.42	22.05

**LETTER OF UNDERSTANDING**

**BETWEEN**

**The Corporation of the Township of Springwater**

**(the "Corporation")**

**– and –**

**Canadian Union of Public Employees, Local 2380-09**

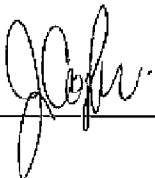
**(the "Union")**

**RE: Winter Operations**

1. It shall be mandatory for all employees deemed qualified by the Employer to be on stand-by for winter operations. While on winter operations it is understood that employees on stand-by are to respond in a timely fashion and in a fit condition having regard to weather conditions.
2. Employees will be scheduled to be on standby each week on either Saturday or Sunday, as well as on statutory holidays. The Employer will prepare a rotating standby schedule for the entire Winter Operations period, in consultation with the Union, which will be provided to employees in October of each year.
3. Employees may request a weekend or Statutory Holiday off from stand-by. Such requests shall not be unreasonably denied.
4. Employees on stand-by shall be paid a daily allowance of thirty dollars (\$30.00).
5. Notwithstanding Articles 17.01, it is understood and agreed that during winter operations, any time worked outside of an employee's regularly scheduled shift will be eligible for overtime at a rate of time and one half (1.5x) the employee's regular hourly rate. For clarity, employees will not receive the \$5 per hour premium under Article 24.04.
6. It is understood that no employee will be sent home, prior to the end of their regular scheduled hours, without mutual agreement.

**Signed at the City of Barrie, Ontario on April 29, 2025.**

**For the Employer:**



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**For the Union:**



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Jennifer Marshall

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- 30 -

Mary:

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M. Howard

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