



**COLLECTIVE AGREEMENT**

**between:**

**THE CORPORATION OF THE TOWN OF PENETANGUISHENE**

**and**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND IT'S LOCAL 2380.05**

**EXPIRY OF AGREEMENT: December 31, 2025**

## TABLE OF CONTENTS

<b>ARTICLE 1 – COVERAGE AND PURPOSE OF THIS AGREEMENT .....</b>	<b>2</b>
<b>ARTICLE 2 – UNION RECOGNITION .....</b>	<b>3</b>
<b>ARTICLE 3 – EMPLOYER RIGHTS .....</b>	<b>4</b>
<b>ARTICLE 4 – DEDUCTION OF UNION DUES.....</b>	<b>5</b>
<b>ARTICLE 5 – LABOUR- EMPLOYER RELATIONS .....</b>	<b>5</b>
<b>ARTICLE 6 - NO STRIKES – NO LOCKOUTS.....</b>	<b>7</b>
<b>ARTICLE 7 - GRIEVANCE PROCEDURE.....</b>	<b>7</b>
<b>ARTICLE 8 - ARBITRATION PROCEDURE.....</b>	<b>11</b>
<b>ARTICLE 9 – PERSONNEL RECORDS .....</b>	<b>12</b>
<b>ARTICLE 10 - SENIORITY .....</b>	<b>12</b>
<b>ARTICLE 11 - PROMOTIONS AND STAFF CHANGES.....</b>	<b>15</b>
<b>ARTICLE 12 -LAY-OFFS AND RECALLS .....</b>	<b>16</b>
<b>ARTICLE 13 - HOURS OF WORK.....</b>	<b>18</b>
<b>ARTICLE 14 - OVERTIME.....</b>	<b>20</b>
<b>ARTICLE 15 – PAID HOLIDAYS.....</b>	<b>23</b>
<b>ARTICLE 16 - VACATION .....</b>	<b>25</b>
<b>ARTICLE 17 – LEAVES OF ABSENCE .....</b>	<b>28</b>
<b>ARTICLE 18 – EMPLOYEE BENEFITS.....</b>	<b>30</b>
<b>ARTICLE 19 – SICK LEAVE .....</b>	<b>35</b>
<b>ARTICLE 20 – GENERAL .....</b>	<b>37</b>
<b>ARTICLE 21 - PENSION PLAN.....</b>	<b>38</b>
<b>ARTICLE 22 - PAYMENT OF WAGES AND ALLOWANCES .....</b>	<b>38</b>
<b>ARTICLE 23 - PRESENT CONDITIONS AND BENEFITS.....</b>	<b>39</b>
<b>ARTICLE 24 - UNIFORMS.....</b>	<b>41</b>
<b>ARTICLE 25 –DURATION &amp; TERM OF AGREEMENT .....</b>	<b>43</b>
<b>SCHEDULE ‘A’ – WAGES.....</b>	<b>45</b>
<b>LOU 2021-02.05 – Amendment to LOU 2020-05 Adding Contract Seasonal Staff...45</b>	<b>45</b>
<b>LOU 2021-03.05 – Two-shift Model Including Night Shift .....</b>	<b>45</b>
<b>LOU 2021-04.05 – Re-set Hours.....</b>	<b>45</b>

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

1.01 This Agreement shall apply to all employees and CUPE backfill temporary contract employees employed in the Public Works Department by The Corporation of the Town of Penetanguishene, Ontario, save and except supervisors and persons above the rank of supervisor, office, clerical and technical staff, professional engineers employed in an engineering capacity, students employed during the school vacation period, students or other persons employed as part of a co-operative education program, internship or other temporary contract and employees already represented by Canadian Union of Public Employees Local 2380.08.

1.02 Both parties to this agreement agree that it is beneficial:

- a) to maintain and improve the harmonious relations between the Employer and the Union;
- b) that there is mutual value in joint discussions and negotiations in matters pertaining to working conditions and employment;
- c) to encourage efficiency in municipal operations;
- d) to promote the morale and well-being of employees in the bargaining unit;

There is benefit in the provision of an amicable method of settling any differences which might possibly arise under this Agreement.

1.03 Where the singular or masculine is used in this agreement it shall be considered as if the plural or feminine has been used where the contexts of the party or parties hereto require.

### **1.04 DEFINITIONS**

- a) A permanent full-time employee is one who is employed in the Public Works – Roads Division, Public Works – Water Division, or Public Works – Wastewater Division on a regular basis for an average of forty (40) hours per week.
- b) Where the Employer intends to introduce either a part-time or a casual category, it will consult in advance with the Union to determine what changes, if any, will have to be made to this Agreement.

- c) In the Agreement the word "Act" means the *Ontario Labour Relations Act* that is applicable to the context and that is in force as it may be amended from time to time.
- d) A temporary contract employee shall be an employee employed for a set period of time with a start date and end date as determined by the Employer.
- e) A CUPE temporary backfill employee shall be an employee employed on a contractual basis to replace a permanent full-time employee on leave (e.g., maternity/parental leave, approved leave of absence, short/long term disability leave). CUPE temporary backfill employees shall be considered before external candidates for job postings and are covered by Article 4, 13 and 15.01 of the Collective Agreement.

## **ARTICLE 2 – UNION RECOGNITION**

2.01 The Employer hereby recognizes the Union as the sole collective bargaining agent for all permanent employees covered by Article 1 in respect to hours of work, wages, benefits and working conditions. Such persons shall be referred to hereinafter as employees and the word employees shall take on that meaning in this Agreement.

2.02 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.

### **2.03 WORK OF THE BARGAINING UNIT**

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 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.

The Roads Supervisor would work overtime only 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.

2.04 This Agreement applies only to those paid employees identified in Article 1.

2.05 No employee shall be required or permitted to make any written or verbal agreement with the Employer or its representatives which conflicts with the terms of this Agreement.

### **ARTICLE 3 – EMPLOYER RIGHTS**

3.01 The Union recognizes that the management of its operations and the direction of the working force are fixed exclusively in the Employer and shall remain solely with the Employer. Without restricting the generality of the foregoing the Union acknowledges that it is the exclusive function of the Employer to:

- (a) maintain order, discipline and efficiency;
- (b) hire, discharge, direct, classify, transfer, promote, demote, lay-off, recall and suspend or otherwise discipline employees for cause, provided that a claim of discriminatory promotion or demotion, or claim that an employee who has completed his probationary period has been unjustly discharged or disciplined may be the subject of a grievance and dealt with in accordance with the Grievance Procedure;
- (c) establish and enforce reasonable rules and regulations to be observed by employees;
- (d) generally to manage and operate the Operation in all respects in accordance with its obligations and without restricting the generality of the foregoing, to determine the kinds and locations of equipment to be used, the allocation and number of employees required from time to time, the standards of performance for all employees; the work schedules, the start and stop times of shifts over the course of a year, and all other matters concerning the Employer's operations.
- (e) To set qualifications and establish and administer tests for the purpose of assisting the Employer in determining employees' qualifications in relation to job postings for promotions and transfers, and to administer tests where otherwise required.

These rights will not be applied in a manner that is inconsistent with any of the terms of this Agreement.

3.02 Without limiting the generality of the foregoing provisions, it is expressly understood and agreed that any breach of any of the Employer rules or any of the provisions of this agreement may be deemed to be just cause for discipline, demotion, or dismissal of an employee, provided that nothing herein shall prevent an employee who has completed his probationary period from filing a grievance to determine whether or not such breach actually took place.

- 3.03 The Union will be advised within sixty (60) days before implementation of any major changes that may affect the union and its members except in emergency situations or unforeseen circumstances. Any major changes shall not conflict with the terms of this agreement.
- 3.04 The Parties acknowledge the right of the Employer to have and to create new policies and procedures that will affect members of this bargaining unit. The Union accepts this right as long as the policies and procedures do not violate any of the terms of this agreement, and provided that any new policies and procedures intended to apply to bargaining unit members are shared with the Union prior to the date on which they are to become effective.

#### **ARTICLE 4 – DEDUCTION OF UNION DUES**

- 4.01 The Town shall deduct from the pay of all employees covered by this Agreement, as a condition of employment, whatever amounts may from time to time be authorized by the Union as initiation fees and regular dues, and shall remit same on a monthly basis to the National Office of the Union. The Town shall send to the National Office, by the middle of each month, a list of names of all employees from whose wages deductions were made in the previous month, as well as a list of all names added to and all names deleted from the dues deductions list for that month.
- 4.02 At the same time that Income Tax (T-4) slips are made available, the Town shall indicate to each employee the amount of Union dues paid by him in the previous year.
- 4.03 In consideration of this deduction and forwarding service with the Town, the Union shall indemnify and save the Town harmless against any claim or liability arising out of or resulting from the collection and forwarding of these deductions.

#### **ARTICLE 5 – LABOUR- EMPLOYER RELATIONS**

##### **5.01 REPRESENTATION**

No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union.

In order that this may be carried out, the Union will supply the Employer with the names of its stewards and vice president. Similarly, the Employer will, if requested, supply the Union with a list of its supervisory

or other personnel with whom the Union may be required to transact business.

**5.02 BARGAINING COMMITTEE**

A bargaining committee shall be appointed and include not more than three (3) members of the Employer as appointees of the Employer, and not more than three (3) members of the Union as appointees of the Union. The Union will advise the Employer of the Union appointees. The Employer shall have the right to have additional resource persons in attendance if required. Employees shall suffer no loss of pay for regularly scheduled hours missed as a result of attendance at negotiating meetings with the Employer.

**5.03 LABOUR/MANAGEMENT COMMITTEE**

A Labour/Management Committee consisting of two (2) Employer Representatives and two (2) Union Representatives shall meet once every three (3) months, or at request of either party, to discuss matters of mutual concern that are not grievances or negotiations. The Committee may make recommendations for consideration of both parties.

**5.04 OUTSIDE REPRESENTATIVES**

Either party shall have the right at any time to have the assistance of an outside representative. The party using the outside representative shall inform the other party in advance of any meeting at which the representative is in attendance.

**5.05 TIME OFF FOR MEETINGS**

Any representative of the Union on the Bargaining Committee or on the Labour Management Committee who is in the employ of the Employer shall have the privilege of attending Committee meetings without loss of pay for regularly scheduled hours missed as a result of such attendance, and provided there are no additional costs to the Employer.

This clause shall apply up to and including Conciliation and Mediation.

**5.06 HEALTH AND SAFETY REPRESENTATIVES**

The Union shall have the right to appoint two (2) members as representatives on the Joint Health and Safety Committee. Such Committee shall operate in accordance with the *Occupational Health and Safety Act*.

## **ARTICLE 6 - NO STRIKES – NO LOCKOUTS**

6.01 In view of the orderly procedure established by this Agreement for settling of disputes and handling of grievances, the Union agrees that during the life of this Agreement there will be no strikes. The Employer agrees that there will be no lockouts. Lockouts and strikes are as defined in the *Labour Relations Act of Ontario*.

## **ARTICLE 7 - GRIEVANCE PROCEDURE**

### **7.01 RECOGNITION OF UNION STEWARDS AND GRIEVANCE COMMITTEE**

- a) The Union has the right to select three (3) Union Stewards from those Union members who are permanent employees. The Union Stewards' function is to assist members of the bargaining unit in dealing with employee complaints, in preparing and presenting grievances in accordance with the grievance procedure, and in attending disciplinary meetings, as observers, in accordance with the discipline procedure. If an employee wishes the assistance of a Union Steward, the employee should attempt to contact a Steward, Vice-President or another Union Official.
- b) When formal discipline is imposed, which is to become part of the employee's record, the employee shall have the right to Union representation if the employee determines he so wishes. In the event of a termination, a Union representative must be present. Where a steward is not available another Union Official or the National Representative, or designate, can sit in instead.
- c) The right of a steward to leave work without loss of pay for regularly scheduled time missed to attend to Union business is granted upon the following conditions:
  - i) Such business must be as between the Union and the Employer. Employees having grievances cannot discuss these with the steward during working hours except to the extent that it not exceed fifteen (15) minutes on the initial grievance being discussed. All other business must be non-scheduled time or outside the hours of work.
  - ii) The time shall be devoted to the prompt handling necessary union business.
  - iii) The steward concerned shall obtain permission of the supervisor concerned before leaving work and shall report to the supervisor concerned upon return to work.

- iv) The Employer reserves the right to limit such time if it deems the time so taken to be excessive, and reserves the right to delay the said absence for up to twenty-four (24) hours if the steward is unavailable at the time of request, involved in another call, or if the said request negatively interferes with the operation of the Employer.

## **7.02 COMPLAINT RESOLUTION**

- a) It is the mutual desire of the parties that employee complaints be heard, dealt with and resolved as quickly as possible. If both parties are agreeable to mutual discussion before grievances are filed, time limits in this Article may be extended in writing.
- b) An employee has no grievance until he has first given his supervisor an opportunity of adjusting his complaint. Such complaint must be discussed with the supervisor within five (5) working days after the employee became aware or ought reasonably to have been aware of the occurrence of the circumstances giving rise to the complaint. When discussing such a complaint with the supervisor, the employee may be accompanied by a Union Steward or a Union Official if the employee so chooses.
- c) Failing resolution, the complaint may be taken up as a grievance within five (5) working days following the discussion with the supervisor, in the following manner and sequence.

## **7.03 DEFINITION OF A GRIEVANCE**

A grievance is defined as any difference arising out of the interpretation, application, administration or alleged violation of the Collective Agreement.

## **7.04 DEFINITION OF A WORKING DAY**

For the purpose of Article 7, a working day is a weekday (Monday to Friday inclusive) except for holidays set out in Article 15.01. Where a time limit is specified in this agreement as a number of working days, the time shall commence on the first working day following the date of the meeting or decision.

## **7.05 EXPEDITIOUS PROCESS**

The parties recognize the need for an orderly and speedy procedure for dealing with employee complaints and for handling grievances.

#### **7.06 STEP 1**

- a) The aggrieved employee(s), together with a Union Steward, shall submit the grievance in writing to the appropriate Senior Manager, who shall convene a meeting to seek to settle the grievance. The written grievance, signed by the grievor, if possible, and the Union Official, must contain the nature of the grievance, the remedy sought, and the section or sections of the Agreement which are alleged to have been violated.
- b) The appropriate supervisor/manager shall convene this meeting within five (5) working days to seek to settle the grievance. Notice of the meeting will be given to the employee and copied to the Union Official involved.
- c) The supervisor/manager will deliver his decision in writing within five (5) working days from the date of the meeting. A courtesy copy of his decision will be forwarded to the Union Steward or Union Official that submitted the grievance. However, this courtesy copy is not the official correspondence for the purpose of timelines and content.
- d) Failing settlement, Step 2 may be invoked.

#### **7.07 STEP 2**

- a) Within five (5) working days following the decision under Step 1, the Union may submit the written grievance to the Chief Administrative Officer (CAO).
- b) The CAO shall convene a meeting with the aggrieved employee, together with a Union Steward, within five (5) working days.
- c) The CAO will deliver his decision in writing within five (5) working days from the date of the meeting. A courtesy copy of his decision will be forwarded to the Union Steward or Union Official that submitted the grievance. However, this courtesy copy is not the official correspondence for the purposes of timelines and content.

**7.08** When an employee is terminated, a grievance shall be directly submitted at Step 2 of the grievance procedure. It must be submitted within five (5) working days after the circumstances giving rise to the complaint occurred.

## **7.09 POLICY AND GROUP GRIEVANCES**

- a) Where a dispute involving a question of general application or interpretation occurs, or where a group of employees, or the Union, has a grievance on which an individual could not grieve, Step 1 of the grievance procedure may be bypassed.
  - b) A meeting shall be held within ten (10) working days after the submission of a Union policy grievance. The Vice President along with another Union Official shall be in attendance at this meeting. The CAO responding to the grievance will deliver its decision in writing within ten (10) working days following the date of the meeting.
- 7.10 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.
- 7.11 All agreements reached through the grievance procedure between the Town and the representatives of the Union are final and binding upon the Town, the Union and the employee(s).
- 7.12 Prior to any grievance proceeding to arbitration the parties agree to use the services of a Grievance Mediator. The costs of this service shall be shared equally by the parties. Failing a satisfactory settlement in this process either party reserves the right to proceed to arbitration.
- 7.13 Failing settlement of any grievance at mediation, the grievance may be submitted to arbitration in accordance with Article 8. If no written request for arbitration is received from the Union within ten (10) working days after the decision under Step 2 was received, it shall be deemed to have been settled and shall not be eligible for arbitration.
- 7.14 Time limits in this Article may be extended by a mutual agreement in writing between the Union and the Employer.
- 7.15 The Employer shall supply the necessary facilities for the grievance meetings, which usually shall be heard during normal business hours. Employees shall not suffer loss of pay from regularly scheduled hours missed as a result of attending a grievance meeting.
- 7.16 The Employer agrees with the principle of progressive discipline.
- 7.17 The parties agree that there are times when alternatives to discipline are reasonable to consider. Alternatives to discipline may be utilized to assist employees to adapt to the workplace and may include transfer of employees within the bargaining unit.

## **ARTICLE 8 - ARBITRATION PROCEDURE**

- 8.01 Any dispute or grievance which has been carried through all the required stages of the grievance procedure as set out in Article 7, and which has not been settled, may be referred to a board of arbitration at the written request of either party.
- 8.02 Alternatively, either party may request the appointment of a mutually agreed upon single arbitrator in accordance with Section 49 of the *Labour Relations Act* as amended from time to time.
- 8.03 Where either party notifies the other party in writing of its desire to submit a grievance to a board of arbitration, the notice shall contain the name of the first party's appointee to the board. The recipient of the notice shall within five (5) working days inform the other party of its appointee to the board. The two appointees shall within ten (10) working days select a third person to act as chairman of the board of arbitration, but should they not do so within the ten (10) working days, then either party may request that the Minister of Labour appoint a person to be chairman.
- 8.04 Each party shall pay the remuneration and expenses of its appointee and half the remuneration and expenses of the chairman or of a single arbitrator.
- 8.05 The time limits fixed in both the grievance and arbitration procedures may be extended by mutual consent, confirmed in writing by the parties.
- 8.06 The decision of a board of arbitration or a majority thereof, or of a single arbitrator, is final and binding on both parties and on all employees affected by it. If there is no majority decision of a board of arbitration, the decision of the chairman governs.
- 8.07 A board of arbitration, or a single arbitrator, shall not have any power to alter or change any of the provisions of this Agreement, nor to substitute any new provision for any existing provision, nor to give any decision inconsistent with the terms of this Agreement.
- 8.08 The parties and the arbitrator shall have access to the Employer's premises to view working conditions, machinery or operations which may be relevant to the resolution of the grievance;
- 8.09 The Board, or a single arbitrator, shall have jurisdiction to determine whether a grievance is arbitral.

## **ARTICLE 9 – PERSONNEL RECORDS**

### **9.01 PERSONNEL RECORDS**

An employee shall have the right to access and review his personnel record in the presence of an employer representative. The employee has the right to respond in writing to any document contained therein. This response shall become part of the personnel record.

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

Formal Disciplinary notations will be removed from an employee's file after a period of twelve (12) months has elapsed from the date the last discipline was imposed.

## **ARTICLE 10 - SENIORITY**

### **10.01**

- a) Seniority for permanent full-time employees is defined as length of continuous service with the Employer since the employee's most recent date of hire. Seniority shall be used in determining preference, as set out elsewhere in the collective agreement, for holidays, lay-off, recall and promotions, providing the employee has the skills, ability, licenses and qualifications to do the job in question, and as set out in this agreement.

A full-time seniority list will be maintained and recognized by the Employer as follows:

- (i) All permanent full-time employees employed by the Employer at the inception of this collective agreement shall be placed on the seniority list recognizing their past service with the Employer since the date of last hire, subject to Article 10.01 (b).
- (ii) All new permanent full-time employees shall, after the completion of their probationary period, have their start date of employment as their seniority date, subject to Article 10.01 (b).
- (iii) An up to date seniority list shall be posted on the bulletin board, with a copy sent to the Union, in January and July of each year.

b) Effect of Absence

- (i) It is understood that during an approved unpaid absence not exceeding thirty (30) continuous days or any approved absence paid by the Employer, both seniority and service will accrue.
- (ii) During an unpaid absence exceeding thirty (30) continuous calendar days, credit for seniority and service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere, shall be suspended for the period of the absence in excess of thirty (30) continuous calendar days, the benefits concerned appropriately reduced on a prorata basis and the employee's anniversary date adjusted accordingly.

Subject to the terms and eligibility requirements of the Town's insurance carrier, an employee on an Unpaid Leave of Absence may continue benefits coverage by paying the total monthly cost to the Employer by the fifteenth (15<sup>th</sup>) day of each month or prior to the due date, if so arranged with the Benefits Administrator. Said arrangements are to be in writing. In the event that payment is not received, the Employer shall contact the employee and notify them that benefits shall be terminated on the first (1<sup>st</sup>) day of the month following if payment is not received in a reasonable period of time. The right to continue benefits will continue for a period of twenty-four (24) months from the date of the absence.

Notwithstanding the preceding paragraph the Employer will continue to pay its share of the premiums up to twelve (12) months while an employee is in receipt of WSIB benefits. Such payment shall also continue while an employee is on paid sick leave (including Employment Insurance Period), or where otherwise required by law.

- (iii) It is further understood that during such unpaid absence, credit for seniority for purposes of promotion, demotion, transfer or lay-off shall be suspended and not accrue during the period of absence. Notwithstanding this provision seniority shall accrue for the duration of the absence, if an employee's absence is due to a disability resulting in WSIB benefits, or while an employee is on paid sick leave (including the Employment Insurance Period), or where otherwise required by law.

## 10.02 **PROBATIONARY PERIOD**

The employment of a newly hired employee shall be on a probationary basis until the employee has actively worked twelve (12) months from the date of hire without being absent for thirty (30) days or longer. An interim performance review will be conducted after the first six (6) months of employment with a performance review at the end the twelve (12) month probationary period.

In recognition that some positions require different skills and experience in different seasons, if an employee commences work on a date where the probationary period would end prior to the next seasonal change of work, the Employer may request an extension of the probationary period beyond six (6) months to allow time to assess the employee's performance in the new season. Such request for extension shall not unreasonably be refused.

During the probationary period the employee shall be entitled to all the rights and privileges of this collective agreement, as specifically set out elsewhere in the Agreement, except with respect to discharge. It is expressly acknowledged that the Employer may terminate a probationary employee without cause if the Employer has no need for the employee or considers the employee to be in any unsuitable for or unacceptable in the position. The employment of a probationary period may be terminated at any time during the probationary period without recourse to the grievance procedure, unless the Union can identify the termination was an act of discrimination, as asset out in Article 20.01 No Discrimination.

It is understood that the probationary employee's performance will be evaluated during the probationary period.

## 10.03 **LOSS OF SENIORITY**

An employee shall lose seniority and his employment shall terminate in the event:

- (a) He is discharged and is not reinstated through the grievance procedure.
- (b) He resigns or retires, in writing.
- (c) He is absent from work without reasonable cause in excess of three (3) working days without notifying the Employer, unless it was not reasonably possible to do so.

- (d) He is laid off for a period in excess of twelve (12) months.
- (e) He fails to indicate to the Employer, within four days of receiving notification by email and/or Registered Mail of recall, that he will return to work within fourteen (14) calendar days of the receipt of such notice, unless such failure is for good reason.

## **ARTICLE 11 - PROMOTIONS AND STAFF CHANGES**

11.01 Where a new full-time position is created by the Employer within the bargaining unit, or where the Employer determines that a vacancy exists, a notice of vacancy will be posted for a period of seven (7) calendar days on the bulletin board. A copy of such notice shall be given to the Union. The Employer may simultaneously seek external candidates during the posting period but permanent employees who apply shall be given first consideration in accordance with Article 11.03.

11.02 Outside applicants will not be considered before bargaining unit members are considered for the posting.

### **11.03 METHOD OF MAKING APPOINTMENTS**

Applicants for posted positions will be reviewed based on their skill, ability, qualifications and required licenses. Where these factors are relatively equal between two (2) or more candidates, the most senior applicant will be awarded the job.

### **11.04 TRIAL PERIOD**

A successful internal applicant for a job posting will be placed on a trial period for six (6) months. Conditional on satisfactory service, the employee shall be declared to be in the position after the period.

In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, the employee shall be returned to the employee's former position, wage or salary rate, without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to the employee's former position, wage or salary rate, without loss of seniority. The return of those employees to their former positions, etc. as aforesaid, shall not be the subject of a grievance.

If there is more than one (1) candidate for the original position, it will be offered to the next candidate meeting the requirements of the position.

**11.05 CLASSIFICATIONS**

Job classifications are set out in Schedule "A" of this Agreement.

**ARTICLE 12 -LAY-OFFS AND RECALLS**

**12.01 LAY-OFF AND REHIRING PROCEDURE**

Both parties recognize that job security should increase in proportion with length of service. Therefore, in the event of a lay-off, employees shall be laid off in the reverse order of their seniority, within their Division, and provided that the employees remaining have the required skills and licenses to perform the work required. Employees shall be recalled in the order of their seniority providing they have the skills, qualifications and ability to perform the work.

**12.02 NO NEW EMPLOYEES**

The Employer will not hire new employees into the bargaining unit where a bargaining unit employee is on layoff, provided such employee on layoff is willing, able, licensed and qualified to do the work required.

**12.03 NOTICE OF LAY-OFF**

The Employer shall notify employees who are to be laid off fourteen (14) calendar days before the lay-off is to be effective. Where the lay-off is a permanent or long term lay-off notice shall be in accordance with the *Employment Standards Act*, but shall be no less than fourteen (14) calendar days.

If the employee laid off has not had the opportunity to work his scheduled shifts that would fall during the notice period, he shall be paid in lieu of work for that number of days during which work was not made available.

**12.04 BENEFITS ON LAY-OFF**

The rights of laid off full time employees to benefits for Medical, Dental, Life Insurance under this agreement, if they otherwise qualify therefore, shall continue to the last day of month following the month of the layoff. This provision does not relate to or apply to employees who do not otherwise qualify for benefits.

12.05 **BUMPING**

- (a) A Full-Time employee who is laid off from his/her job may elect to be laid off (subject to applicable notice requirements) or to bump into another bargaining unit classification as set out below in (b).
- (b) An employee who is unwilling to be laid off may bump into any job classification with an equal or lower rate of pay that is occupied by an employee with less seniority subject to the following:
  - (i) The employee exercising the right to bump must have the skills, qualifications, licenses and ability to perform the job without training other than orientation.
  - (ii) The employee exercising the right to bump must have more seniority than the employee being bumped.
  - (iii) If there is more than one (1) employee in the job classification it shall be the least senior employee with the same hours who is bumped.
  - (iv) No new employees will be hired in the bargaining unit until those on lay-off have been recalled, providing the recalled employee has the skills, qualifications and ability to perform the work required.
- (c) Recall
  - (i) Recall may be to the same classification, if available, or any other classification in the bargaining unit, providing the employee has the skills, qualifications, licenses and ability to perform the work required without training other than orientation.
  - (ii) In the event the recall is of temporary nature, with a specific and known end date, no further notice of lay-off need be given when the work to which the employee is recalled comes to an end. Employees are not required to accept any recall to a temporary position.
  - (iii) Employees recalled must give written notice of acceptance or refusal within four (4) calendar days.

## **ARTICLE 13 - HOURS OF WORK**

13.01 For each of the following divisions, there will be no guarantee of the hours of work per day, per week or the specific starting/stopping times. Therefore, the normal hours of work are as follows:

**(a) Public Works Department – Water Division**

For employees in the Water Division hours of work shall be from 7:00 a.m. to 3:30 p.m. Monday to Friday inclusive, forty hours (40) per week with a one half (1/2) hour unpaid lunch break and a one half (1/2) hour morning break. The time and location of the breaks shall be established by the Supervisor.

**(i) Scheduled Station Checks**

The full-time employees, who are required to work on a Statutory Holiday to complete station checks, will be paid for 3 hours at double time in addition to their Statutory Holiday pay, which may be banked or paid overtime in accordance with this policy.

**(b) Public Works Department – Wastewater Division**

For employees in the Wastewater Division hours of work shall be from 7:00 a.m. to 3:30 p.m. Monday to Friday inclusive, forty hours (40) per week with a one half (1/2) hour unpaid lunch break and a one half (1/2) hour morning break. The time and location of the breaks shall be established by the Supervisor.

In addition to these normal hours, employees in the Wastewater Division are assigned to work three (3) hours on each of Saturday and/or Statutory Holidays on a rotational basis. This time will be paid in accordance with the overtime rates as set out in Article 14.02.

**(c) Public Works Department – Roads Division**

For employees in the Roads Division the hours of work shall be from 7:00 a.m. to 3:30 p.m. Monday to Friday inclusive, forty hours (40) per week with a one half (1/2) hour unpaid lunch break and a one half (1/2) hour morning break. The time and location of the breaks shall be established by the Supervisor.

**(i) Winter Hours**

For employees in the Roads Division the winter hours of work (November 1<sup>st</sup> to April 30<sup>th</sup>) shall be from 7:00 a.m. to 3:30 p.m. Monday to Friday inclusive, forty hours per week with one half (1/2) hour unpaid lunch break and one half (1/2) hour morning break. Full-time employees get priority for additional hours subject to provincial legislation, between 3:00 a.m. and 7:00 a.m.

The Employer will assign additional hours in accordance with limits as set by provincial legislation and agreement, and licensing requirements.

Vacation or banked time will not normally be scheduled or discharged from January 1<sup>st</sup> to April 1<sup>st</sup> by full-time employees to ensure availability. The Employer reserves the right to permit the booking of vacation or the discharging of banked time at its sole discretion. Such discretion shall not be unreasonably exercised.

Vacation requests will be for a maximum of one (1) week (five (5) working days) unless the parties mutually agree otherwise. Such requests shall not be unreasonably denied. Requests for vacation or the discharge of banked time should be made a maximum of two (2) weeks prior to the time being requested unless the parties mutually agree otherwise. Requests are on a first come first served basis.

Temporary contract staff may be used by the Employer during the winter season.

**(ii) Summer Hours**

For employees in the Roads Division, the summer schedule will run from May 1<sup>st</sup> to September 30<sup>th</sup> or the Friday before Thanksgiving weekend, as mutually agreed. Such time frame may also be incorporated by individual divisions (Water and Wastewater) at the discretion of their Supervisor, and may be extended or shortened by mutual agreement between the Employer and the Union based on the operational needs of the department.

Considering the mutual agreement of a majority of the employees of the Division and the Employer, the summer hours of work set out above will be amended to nine (9) hours per day from Monday to Thursday from 6:30 a.m. to 12:00 noon and from 12:30 p.m. to 4:00 p.m. with one half (1/2) hour morning break and four (4) hours on Fridays from 6:30 a.m. to 10:30 a.m. and one fifteen (15) minute break.

Overtime rates would not apply during this summer schedule until after the hours of work scheduled as described above.

After-hours of shifts will continue to be maintained by standby employees.

Emergency situations will continue to be dealt with as they are currently whereby if situations arise the required number would remain until the emergency situation is rectified.

### **13.02 Winter Night Shift Premium**

Staff working the winter night shift will be entitled to a shift premium for the duration of their assigned shift. The shift premium amount will be \$1.40/hour. A shift premium does not apply to any overtime.

## **ARTICLE 14 - OVERTIME**

### **14.01 OVERTIME DEFINED**

The Public Works Department shall work a forty (40) hour week. Overtime is all time worked in excess of a normal eight (8) hour working period for all bargaining unit employees, unless at such time a majority of the employees of the Division and the Employer wish to incorporate the summer hour schedule then Overtime shall apply after the normal nine (9) hour working period Monday to Thursday and then after the normal four (4) hour working period on Friday.

### **14.02 OVERTIME SATURDAY OR SUNDAY OR STATUTORY HOLIDAY**

If a Full-Time employee is required to work on a Saturday, such employee will receive overtime at the rate of one and one-half (1.5) times his regular hourly rate of pay. Overtime shall be compensated at double (2.0) time for work on a Sunday or statutory holiday.

For clarification the first three (3) hours from time of call-out will be paid at the higher premium of pay and any continued hours worked will then be paid at the applicable rate.

### **14.03 OVERTIME PRE-APPROVED**

All overtime work performed must be pre-approved by Management.

14.04 Overtime rates shall be at time and one half (1.5) regular rate unless otherwise provided in this agreement.

14.05 Overtime shall be compulsory when requested during emergencies. In case of emergency the seniority list shall not prevail.

14.06 Overtime shall be paid at the end of the pay period in which the overtime was actually worked.

14.07 The Public Works Supervisors would work overtime only 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.

14.08 When an employee has worked overtime prior to the start of the next regular shift and the work continues into the scheduled shift, when the required work is completed and the supervisor approves at his sole discretion, the employee may leave the remainder of the regular shift and overtime will be paid based on the definition and example in Article 14.10.

**14.09 ON-CALL DUTY**

a) "On-Call Duty" is defined as that duty performed by Employees who are required to be readily available within one (1) hour by means of normal driving conditions of their normal place of reporting to work.

b) Call-In List

The Employer will maintain a call-in list organized by seniority, within each Division.

Generally employees will be called by seniority, unless the work to be done requires specific skills or qualifications, in which case employees with those skills/qualifications will be called in order of their seniority. Employees on sick leave, vacation or other leaves of absence will not be called in to work.

Employees will be bypassed on a call-in in the event their working would conflict with limits set by applicable provincial legislation.

c) Such employee so assigned shall be paid (in addition to their normal rate of pay):

\$25.00 per day effective January 1, 2022

\$26.00 per day effective January 1, 2023

\$27.00 per day effective January 1, 2024

\$29.00 per day effective January 1, 2025

d) An Employee who performs On-Call Duty will be supplied with a paging device and/or cell phone. The On-Call Employee will be responsible to ensure that their pagers and/or cell phone are turned

on, charged and in proper working condition and that the Employee can be reached when paged or called.

- e) An Employee who performs On-Call Duty shall ensure that they are able to respond to a call at all times, including the ability to drive a Vehicle.
- f) One employee shall be placed "On-Call" in each week (Thursday to Thursday unless the parties agree otherwise).
  - (i) If bad weather is imminent over a winter operations weekend, the Roads Supervisor shall put additional Equipment Operators on-call for the weekend to ensure the ability to comply with minimum maintenance standards. Equipment Operators will be notified if they are needed to be placed on-call by noon on the Friday of the on-call weekend or Thursday at noon if the Friday is a statutory holiday. Those put on-call are entitled to on-call pay in accordance with article 14.09(c). When additional Equipment Operators are put on-call over the weekend, they shall be called out using their personal phone numbers. Only the Equipment Operator designated under 14.09 f) shall be provided with a Town cellphone.

Equipment Operators shall be called out in accordance with the call-in list. Call-outs shall be on a rotational basis and not based on seniority.

Staff may request an exemption from being on-call for specific dates. Exemptions may be granted for exceptional circumstances. At least four (4) days' notice shall be given to the supervisor to request an exemption from a potential on-call assignment. Such requests shall not be unreasonably denied however, the Employer shall ensure that operational requirements are met and that a sufficient number of qualified personnel are available to provide the required level of service. The Supervisor or designate shall respond to such requests within two (2) days.

- g) When an On-Call Employee is called out by an alarm or otherwise, the time will commence when he reaches his normal job starting location and will end at the end of the work assignment or at the time he returns to the job starting location, whichever is later. The minimum allowance for a call-out is three (3) hours pay at the applicable overtime rate. Overtime is calculated on a daily basis at the rate of one and one half (1.5) times. Sunday's and Statutory Holidays rate of overtime will be double (2.0) time.

- h) An employee cannot claim more than one call-out in any three (3) hour period.
- i) Where the call occurs less than three (3) hours in advance of the normal start time the employee will only receive premium pay for the hours worked prior to the regular start time.

#### **14.10 ACCUMULATED LIEU TIME**

- a) An employee may choose, in lieu of payment, to bank earned overtime at the appropriate overtime rate.
- b) Banked overtime may be taken in lieu time off, at the employee's current regular rate of pay, upon the approval of the Senior Manager or designate.
- c) Lieu time can be banked up to 120 hours and is replenishable when hours are withdrawn from the bank throughout the course of the calendar year.
- d) Any hours remaining in the lieu bank at the end of the year will be paid out on the first pay period of the following year.

14.11 Employees will not gain or lose hours as a result of the time changes in the fall and in the spring.

### **ARTICLE 15 – PAID HOLIDAYS**

#### **15.01 STATUTORY HOLIDAYS**

The following shall be recognized by the Employer as Statutory Holidays for which all full time Employees shall receive regular salaries:

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

Where another day is proclaimed by the Federal, Provincial or Municipal Government as a Statutory Holiday the parties will meet to determine which of the above noted days, if any, are replaced.

**15.02 HOLIDAY FALLING ON A WEEKEND**

If a holiday listed above falls on a Saturday or Sunday, the Statutory Holiday will be observed on the following Monday or such other day as agreed upon by the Employer and the Union.

**15.03 PERSONAL DAY**

In addition to holidays listed above, employees hired on or before December 25th, 2007 will receive one (1) personal day each calendar year. This day is to be taken at a mutually agreeable time between the employee and his Supervisor. Employees hired after that date will not be eligible for this personal day. Personal days not used in any calendar year will be forfeited.

**15.04 HOLIDAY DURING VACATION**

If a holiday listed above falls during an Employee's vacation, the Employee shall be granted a day in lieu thereof.

**15.05 HOLIDAY PAY**

An employee who works his regularly scheduled shift immediately prior to the holiday and his regularly scheduled shift immediately following the holiday, unless the failure to do so is for reasonable cause, is entitled to holiday pay.

Holiday pay will be computed on the basis of the employee's regular straight time hourly rate of pay, times the employee's normal daily hours of work.

**15.06 CHRISTMAS BREAK**

Town operations for Water, Wastewater, and Roads will be open between Christmas and New Year's with the exception of the Statutory Holidays.

In addition to the Statutory Holidays listed in Article 15.01, Employees will receive one half (1/2) day on Christmas Eve (last working day) and one half (1/2) day on New Year's Eve (last working day) which represents one (1) paid day.

15.07 Employee's receiving Short Term Disability benefits will only qualify for one holiday per incidence of illness. Employees absent on any unpaid leave in excess of thirty (30) calendar days will not qualify for holiday pay.

**ARTICLE 16 - VACATION**

16.01 All Employees shall be granted vacation time during each calendar year. The amount of vacation is dependent on the Full-Time years of service with the Town. Years of service shall be calculated as of January 1<sup>st</sup> of each year.

On commencing employment, an employee shall be credited with pro-rated vacation for the balance of the calendar year, but shall not be permitted to take vacation until he/she has completed three (3) months of continuous service.

After one year of employment, vacation entitlement (excluding premiums and overtime) shall be as follows:

- After one (1) year                      two (2) weeks of the employee's regular weekly pay
- After four (4) years                    three (3) weeks of the employee's regular weekly pay
- After seven (7) years                  four (4) weeks of the employee's regular weekly pay
- After twelve (12) years                five (5) weeks of the employee's regular weekly pay
- After twenty (20) years                six (6) weeks of the employee's regular weekly pay

Otherwise:

**a) VACATION ENTITLEMENT**

An Employee shall be credited with his/her vacation for a calendar year at the commencement of each calendar year. However, an Employee shall not take more than two (2) weeks of combined Previous Year Carryover Vacation and Current Year Vacation Entitlement in the first quarter of the year, subject to the provisions of Article 13 Winter Hours unless otherwise approved by the Senior Manager and CAO.

Requests for preferred vacation dates shall be submitted by January 31<sup>st</sup> and confirmed by February 28<sup>th</sup>. Employees seeking time off in January, February or March must submit requests by November 30<sup>th</sup> of the previous year. All requests shall be dealt with on a seniority basis, subject to the provisions of Article 13 Winter Hours.

In scheduling vacation, the Employer shall ensure that operational requirements are met and that a sufficient number of qualified personnel are available to provide the required level of service.

Posted vacation schedules may not be changed without the prior consent of both parties.

In the event of a conflict arising between (2) two or more employees as to when they take their vacation, the most senior employee shall have the preference provided such requests are submitted by January 31<sup>st</sup>. After January 31<sup>st</sup> vacation will be allocated on a first come first serve basis.

If a holiday, as provided for in Article 15.01 falls or is observed during an employee's approved vacation period, the holiday will be observed and paid for on the date it falls or is designated and the employee will not be charged a vacation day on that date.

**b) CARRYOVER VACATION**

A maximum of two weeks (10 working days) vacation may be carried over to the following calendar year upon written approval of the Senior Manager and C.A.O. together with the vacation carryover request. The Employee shall submit a vacation request on the appropriate form.

Any vacation not carried over at the end of the calendar year shall be paid out to the Employee on the final pay of the year the vacation entitlement was granted.

The employee's request must be in writing, submitted no later than November 30<sup>th</sup> on the vacation carry forward request form, subject to the provisions of Article 13 Winter Hours. The Employer will respond within three (3) weeks.

Requests submitted in the designated manner will be given due consideration by the Employer. The Employer will exercise its discretion to grant or refuse the request and will respond in writing within three (3) weeks of receipt after the November 30<sup>th</sup> submission deadline. Such requests shall be granted on a seniority basis not on a first come first serve basis, nor will they be unreasonably denied.

Carryover of any vacation entitlement in excess of ten (10) working days requires written approval from the Senior Manager and C.A.O.

Notwithstanding the above, employees in this bargaining unit that are within two (2) years of retirement are entitled to carry over more than ten (10) vacation days to the next year. Specifically such employees can carry over a maximum of twenty (20) days in the (2) two years prior to retirement and twenty (20) days in the year prior to retirement. These banked days can be used immediately prior to the employee's official retirement date.

**c) OCCASIONAL DAYS OFF**

Whenever possible, vacation entitlement should be taken in blocks of at least one week. Employees may however request occasional days off as vacation. All vacation day requests must be approved by the Senior Manager and Supervisor taking into account staffing coverage and customer service needs.

All requests for occasional days off should be made at least two days prior to the date the Employee wishes to be off. This will provide time for the Senior Manager and Supervisor to review the work schedule and determine whether the request will be approved.

**16.04 VACATION PAY ON TERMINATION**

An employee terminating his employment at any time during the calendar year before he has had his vacation, shall be entitled to a payment in lieu of such vacation so that he will receive payment for any unused vacation to which he was entitled in the current calendar year.

**16.05 HOSPITALIZATION WHILE ON VACATION**

In the event that an employee is confined to hospital during his vacation, he shall be permitted to reschedule that portion of his vacation period for which he was hospitalized. The time spent in the hospital shall be deemed to be sick leave and shall be dealt with in accordance with Article 19 Sick Leave. The rescheduled vacation or part thereof shall be at a mutually agreed upon time.

In order to qualify for rescheduled vacation an employee must notify the Employer as soon as reasonably practicable of his hospitalization and shall submit a medical doctor's certificate as to the reason for and duration of the hospitalization.

The foregoing right to reschedule vacation shall not apply in the event that an employee's hospitalization arises as a result of an accident or incident occurring while he is working for another employer.

## **ARTICLE 17 – LEAVES OF ABSENCE**

### **17.01 GENERAL LEAVE**

- a) Leave of absence without pay, and without loss of seniority, may be granted upon written request to the CAO by any employee concerned; provided such absence does not interfere with Employer work.
- b) During a leave of absence without pay exceeding four (4) weeks, payment of benefits shall be the responsibility of the Employee.
- c) During a leave of absence without pay the Employee will only continue to accrue such benefits (sick time, vacation entitlement, etc.) as may be required under the *Employment Standards Act*.

### **17.02 BEREAVEMENT LEAVE**

- a) An Employee shall be granted five (5) days leave of absence with pay for scheduled days missed during the leave in the event of the death of an immediate relative -- meaning:

Spouse, Common-law, Child, Parent, Child for whom they are a legal guardian, Sibling, Legal guardian or past Legal guardian.

The leave shall be for five (5) days, one of which shall be the day of the funeral or interment. In the case of a later interment, the Employee must use one of the five (5) days allocated for bereavement. The Employee shall be paid for each of these days of absence that he was scheduled to work.

- b) An Employee shall be granted three (3) days leave of absence with pay for scheduled days missed in the event of the death of:

Parent-in-law, Son/Daughter-in-law, Niece or Nephew (immediate), Brother/Sister-in-law, Grandchild, Grandparent (immediate), Step-grandparent, Step-child, Step Parent and Step-sibling.

The leave shall be for three (3) days, one of which shall be the day of the funeral or interment. In the case of a later interment or celebration of life, the employee must use one of the three (3) days allocated for bereavement. The employee shall be paid for each of these days of absence.

- c) An employee shall be granted one (1) day leave of absence with pay to attend the funeral of:

Aunts/Uncles (immediate), Nephew/Niece (in-law), Cousins (immediate), Grandparents (in-law).

- d) An employee shall not be entitled to benefits under the provisions of this policy when the employee fails to provide the Senior Manager or CAO with reasonable proof of death, or of attendance at the funeral under (c), upon request.
- e) It is understood that where an employee experiences a loss that is covered by the above, and they are off on vacation, they may request to have such time converted to bereavement leave. An employee shall not receive paid bereavement leave while on any other authorized leave of absence, maternity or parental leave or compensable or non-compensable illness or accident.

#### **17.03 PREGNANCY OR PARENTAL LEAVE**

The provisions of the *Employment Standards Act* shall apply to the granting of Pregnancy or Parental Leave. During such leave seniority, service and benefits shall continue to accrue. Statutory holidays will not be paid, and Vacation Pay will not accrue during Pregnancy/Parental Leave.

#### **17.04 JURY AND WITNESS LEAVE**

An employee called for jury duty or subpoenaed as a witness in a case in which the Crown is a party shall receive his/her regular pay for the day(s) of required attendance and shall remit the jury or witness fees to the Employer. Proof of jury duty or subpoena is required.

#### **17.05 UNION CONVENTIONS**

Upon written application three (3) weeks in advance, leave of absence without pay and without loss of seniority may be granted by the Employer, to employees elected or appointed to represent the Union at Union Conventions or seminars. Such request shall not unreasonably be denied. The total of such time off for all causes and for all employees in

this unit combined shall not exceed fifteen (15) days in any calendar year.

Leave of absence without pay, and without loss of seniority, may be granted upon written request to the CAO by any employee elected or appointed to represent the Union provided such absence does not interfere with Employer work.

No more than one (1) employee may be absent on such leave at any one time.

During such leave the Employer shall keep the employee's pay whole and the Union shall reimburse the employer for same.

## **ARTICLE 18 – EMPLOYEE BENEFITS**

All Full-Time Employees may participate in the various benefit plans in accordance with the terms and conditions of the Employer self-funded benefits (Short Term Disability; Semi-private; and Eye Examination top-up) and the Town's Group Benefits Insurance Carrier. The qualifying period for benefits coverage shall be established at the time of hire and shall not exceed three (3) months of Full-Time employment.

The following benefits are provided in accordance with the terms and conditions of the Carrier.

### **18.01 LIFE INSURANCE PLAN**

All full-time employees, after completion of the qualifying period set out by the Carrier, are eligible for an amount of term life insurance equal to two times (2.0) the employee's annual salary (hourly rate times 2080 hours). The Employer shall pay one hundred percent (100%) of the premiums.

### **18.02 ACCIDENTAL DEATH & DISMEMBERMENT PLAN**

All employees, after completion of their qualifying period, are eligible for an amount of A.D. and D. equal to two times (2.0) the employee's annual salary (hourly rate times 2080 hours) to the maximum as set by, and in accordance with the terms of the Carrier. The Employer shall contribute one hundred percent (100%) of the premiums.

### **18.03 LONG TERM DISABILITY PLAN**

The Employer will continue to pay one hundred percent (100%) of the cost for employees who have completed their qualifying period for LTD coverage in accordance with the terms of the Carrier. Such coverage shall commence after a period of one hundred and twelve (112) days of illness.

If approved by the Carrier, commencing after a continuous period of one hundred and twelve (112) days of illness, the employee shall cease to receive sick leave benefits from the Employer and shall commence receiving benefits under the Long-Term Disability Plan.

The employee shall receive a monthly income equal to sixty-six point seven percent (66.7%) of earnings to a maximum of nine thousand dollars (\$9000.00) per month. Payment will continue until recovery, death, or the attainment of age sixty-five (65), whichever is the earlier, or as otherwise determined by the Carrier.

The Employer will continue to pay one hundred percent (100%) of the cost of the premiums of the extended health, life (including A. D. & D.) and dental benefits in which an employee was participating at the time of his accident or illness, for an employee on Long Term Disability for a period of up to two (2) years from the initial date of absence (not the date Long Term Disability coverage commences), or the time at which the employee is terminated due to frustration of contract, or retires whichever is the earlier.

An employee on Long Term Disability ceases to earn vacation pay, or any other benefit except as expressly provided herein.

#### **18.04 OTHER BENEFITS**

Full-time employees, after completion of the qualifying period as determined by the Carrier, and subject to eligibility criteria and limits are eligible for the following benefits:

##### **a) EXTENDED HEALTH BENEFITS**

The Employer shall provide an Extended Health Benefits Plan providing one hundred percent (100%) payment (with no deductible amounts) for the eligible medical expenses set out by the Carrier incurred by the employee and his/her eligible dependents.

Effective January 1, 2022 Paramedical coverage as defined by the Carrier shall provide coverage for each covered practitioner to a level of:

\$400 effective January 1, 2022

\$425 effective January 1, 2023

\$425 effective January 1, 2024

\$450 effective January 1, 2025

i) **Out of Province Coverage**

The Extended Health Benefits Plan will also provide to the eligible employee and his/her eligible dependents Out of Province Medical Coverage on a reimbursement basis in accordance with the terms and conditions of the Carrier.

ii) **Vision Care**

The maximum amount payable for both lenses and frames will be:

\$425 effective January 1, 2022

\$450 effective January 1, 2023

\$450 effective January 1, 2024

\$475 effective January 1, 2025

Per eligible covered person in any twenty-four (24) month period.

If damage occurs while at the workplace within the same twenty-four (24) month period, the Employer shall compensate the covered employee for the replacement of his/her damaged eyeglasses including both frames and lenses, provided such claim is submitted to Human Resources on approval of the CAO.

In addition to this coverage, the Vision Care Benefits includes reimbursement to the employee and his dependents coverage for eye examinations in the amount of sixty dollars (\$60.00) per calendar year. In the event that the cost of the eye examination exceeds sixty dollars (\$60) and no other coverage is provided (e.g. spousal coverage), the Town will reimburse up to an additional fifty-five dollars (\$55) per employee and his dependents for eye examinations per calendar year on a reimbursement basis upon proof of payment.

iii) **Semi Private Hospital Coverage**

The Employer will provide to the employee, and to his dependents in the event of family coverage, Semi-Private Hospital coverage on the basis of an in-house, self-insurance plan. The Employer shall pay one hundred percent (100%) of the cost of Semi-Private Hospital coverage on the basis of reimbursement of costs incurred.

**b) DENTAL BENEFIT PLAN**

Subject to the terms and conditions of the Carrier, the Employer shall provide a Dental Benefit providing one hundred percent (100%) payment for General Practitioners and Specialists dental expenses and fifty percent (50%) for Major dentistry expenses as approved by the Plan, at the rates established by the current Ontario Dental Association fee schedule.

Orthodontia – coverage shall be provided as follows:  
Coverage is for dependent children under twenty (20) years of age, no deductible, 75/25% co-insurance, \$3,000.00 lifetime maximum per person.

Dental exam period shall be nine (9) months from last exam.

Fluoride Treatment shall be only be provided to those under the age of eighteen (18).

**18.05 SUSPENSION OR TERMINATION OF BENEFITS**

Except as noted in 18.06 below, the above noted benefits set out in Article 18, except for Long Term Disability, will continue until the end of the month in which an indefinite lay-off occurs or until the age of sixty-five (65), at which point all benefits coverage shall cease. In accordance with current Carrier policies, all benefits coverage ceases at age sixty-five (65).

**18.06 CONTINUATION OF BENEFITS**

Premiums for the Extended Health Care Plan and the Dental Benefit Plan coverage shall continue to be paid for employees who retire before the age of sixty-five (65) based on the scale set out below to a maximum of five years, up to the date the employee reaches his sixty fifth (65<sup>th</sup>) birthday:

Five (5) years of service	One (1) year paid benefits
Ten (10) years of service	Two (2) years paid benefits
Fifteen (15) years of service	Three (3) years paid benefits
Twenty (20) years of service	Four (4) years paid benefits
Twenty five (25) years of service	Five (5) years paid benefits

**18.07** Notwithstanding the wording in any benefits provisions in this agreement, the parties agree that the Employer is not the Carrier for the purposes of benefits (with the exception of its self-administered plans Short Term Disability; Semi-private; and Eye Examination top-up) and takes on role

in the provision of benefits save and except to ensure that benefits are available to employees as described in this agreement, in accordance with the terms of the Carrier, and to pay the premiums as set out herein. Accordingly, any dispute in respect of the provision of benefits (with the exception of its self-administered plans Short Term Disability; Semi-private; and Eye Examination top-up) is a matter between the employee and the Carrier and is not grievable under this agreement.

**18.08 Employee Assistance Program**

The Employee Assistance Program remains in effect as long as employed by the Employer.

18.09 Should there be a change of the carrier of any or all of the employee benefits set forth in this collective, such change of carrier shall not itself result in a change in benefit levels.

The Town shall provide each employee a copy of the benefit plan book and shall provide updates when they occur. The Town shall provide the Union with a copy of the benefit plan book and updates for proof -reading and comment prior to its distribution to employees.

**18.10 WORKERS SAFETY & INSURANCE BOARD COVERAGE (WSIB)**

- a) Any Employee who is off work as a result of an injury or illness received or contracted during the performance of his/her job and for which he/she is entitled to receive WSIB benefits shall receive pay during his /her absence from WSIB.
- b) In the event that the Employer continues to pay the employee directly during their WSIB related absence, any compensation paid by WSIB must be remitted to the Town.
- c) The Town will top up the Employee's pay to one hundred percent (100%) of their regular net pay over and above any payment by WSIB for a period of up to one (1) calendar year from the initial date of absence.
- d) Probationary employees are entitled to WSIB protection only with no top up payment by the Town.
- e) The Employer will continue to pay one hundred percent (100%) of the premiums for life, AD&D, medical, dental, LTD benefits and OMERS as may be applicable during any WSIB coverage.
- f) Vacation entitlement shall continue to be accrued during a WSIB leave.

## **ARTICLE 19 – SICK LEAVE**

### **19.01 SICK LEAVE PLAN**

- (a) Employees may use sick days to attend a medical appointment or provide care for an immediate family member defined as spouse, child, parent, sibling, grandparent or person for whom you act as a legal guardian or power of attorney for personal care.
- (b) The Employer will pay one hundred percent (100%) of salary for up to ten (10) sick days in a calendar year. If an employee takes any additional sick days under this paragraph in a calendar year after the ten (10) days have been used they will not be paid. Where an employee becomes full-time after January 1<sup>st</sup> in any year shall have his sick entitlement under this section prorated (rounded to nearest half-day).

In the event that an employee is sick or injured for more than five (5) normal working days in a single period, he shall proceed to coverage under (c) below.

Carry Over of Sick Days – Any sick days outlined in the paragraph above shall not be carried over into the next calendar year, nor will they be paid out to the respective employee.

Where an absence is required due to an occupational accident or illness the employee must submit an Accident/Incident Report in accordance with the Accident/Incident/WSIB Reporting Policy.

Where an employee is hospitalized or suffers an accident, he shall be entitled to access the short term disability leave on the first day of absence as a result of the hospitalization or accident, and will not be required at that point to access sick leave credits under this paragraph.

- (c) Short Term Disability Leave

Where an employee remains ill after five (5) normal working days, or suffers an accident or is hospitalized, the Employer shall provide, or otherwise pay the premium for, a Short Term Disability Leave covering up to 107 days in one (1) calendar year, subject to the employee producing a certificate from a qualified medical practitioner outlining the nature of the illness or injury on the form provided by the Employer, and the ability, if any, of the employee to work modified duties. The Employer shall reimburse the employee for the cost of the medical certificate upon producing a receipt for

the cost of the certificate. All employees, having completed their probationary period, who are unable to perform their duties, due to illness or injury after the period of absence set out in (a) above, shall be entitled to sick leave pay in accordance with the following schedule:

<b>Length of Service</b>	<b>Full Salary Weeks</b>	<b>66 2/3 Salary Weeks</b>
6 months but less than 1 year continuous service	0.5	14.5
1 year but less than 2 years	1	14
2 years but less than 3 years	2	13
3 years but less than 4 years	3	12
4 years but less than 5 years	4	11
5 years but less than 6 years	5	10
6 years but less than 7 years	6	9
7 years but less than 8 years	7	8
8 years but less than 9 years	8	7
9 years but less than 10 years	9	6
10 years but less than 11 years	10	5
11 years but less than 12 years	11	4
12 years but less than 13 years	12	3

<b>Length of Service</b>	<b>Full Salary Weeks</b>	<b>66 2/3 Salary Weeks</b>
13 years but less than 14 years	13	2
14 years but less than 15 years	14	1
15 years or more of continuous service	15	0

Employees who have not completed their probationary period will not be eligible for this Short Term Disability Leave.

- (d) The Employer reserves the right to request medical clearance prior to an employee returning to work from an accident or illness, including modified work duties.
- (e) Health and Welfare, and Vacation benefits will continue during the period of illness benefits provided above.
- (f) In the event that the Short-Term Disability Leave coverage paid by the Employer as outlined in 19.01 (b) is less than one hundred percent (100%), the Employee may request in writing to top up their income to one hundred percent (100%) by drawing down:
  - i) Initially, any annual sick days remaining at the date of the Short-Term Disability Leave;
  - ii) Then, any banked time remaining at the date of the extended sick leave;
  - iii) Finally, any annual vacation entitlement remaining at the date of the Short-Term Disability Leave.

## **ARTICLE 20 – GENERAL**

### **20.01 No DISCRIMINATION**

- (a) 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) The Employer and the Union agree that there will be no discrimination because of race, ancestry, place of origin, color, ethnic origin, citizenship, creed, sex, sexual orientation, age, record

of offences, marital status, same-sex partnership status, family status or disability.

#### **20.02 BULLETIN BOARD**

The Employer shall provide a bulletin board which shall be placed so that all employees will have access to it 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. The Employer shall be provided with copies of posted notices. The Employer may also use the space for notices affecting employees.

20.03 All correspondence between the parties arising out of this Agreement, or incidental thereto, shall pass to and from the CAO, or designate and the Unit Vice President and electronically copied to Recording Secretary of the Local Union 2380.

#### **20.04 CONTRACTING OUT**

A Full-Time employee with seniority will not be laid off due to the fact of the employer contracting out.

#### **20.05 CURRENT ADDRESS**

It shall be the responsibility each employee to keep the Employer informed of his current address.

### **ARTICLE 21 - PENSION PLAN**

#### **21.01 PENSION PLAN O.M.E.R.S**

All Full-Time employees of the bargaining unit shall be enrolled in the OMERS Pension Plan as a condition of employment and in accordance with the terms of the plan.

### **ARTICLE 22 - PAYMENT OF WAGES AND ALLOWANCES**

#### **22.01 PAY DAYS**

The Employer shall pay salaries and wages every (2) two weeks on Thursdays in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each payday, each employee shall be provided with an itemized statement of his wages, overtime and deductions, also sick time, vacation and banked time credits.

## **22.02 PAY EQUITY AND JOB EVALUATION**

The Employer is committed to maintaining Pay Equity and to maintaining compliance in accordance with law.

## **ARTICLE 23 - PRESENT CONDITIONS AND BENEFITS**

### **23.01 NEW JOB ESTABLISHMENT AND RATE DETERMINATION**

When a job is to be established, or an existing job is altered, which cannot be properly placed in an existing classification by mutual agreement, the Employer will establish a classification and rate. Written notification of the rate and classification will be furnished to the Union.

Within thirty (30) calendar days following such notification the Union may make a request that the Employer negotiate the rate and classification for the newly established job. The negotiated rate if higher than the initially established rate shall be retroactive to the date the new job was established. If no request has been made by the Union to negotiate the rate or classification within thirty (30) calendar days, the rate and classification shall become part of this agreement.

If the Union and the Employer cannot agree on the new rate and classification, the disputed rate and/or classification may be referred to arbitration pursuant to Article 8. The arbitrator may only compare the Skill, Effort, Responsibility and Working Conditions for the new classification against those factors of other classifications in the bargaining unit. If the arbitrator sets a new rate higher than the original rate, it shall be applied retroactive to the date of the establishment of the new rate and classification. It is specifically agreed that the arbitrator will have no authority to alter or modify the existing rates and classifications when acting pursuant to this Article.

No arbitration shall be applied for within six (6) months of the expiry of the Collective Agreement. The wage rate shall be an item of negotiations for the renewal of the Agreement in lieu of arbitration.

### **23.02 A-Z, B-Z, OR D-Z LICENSE DESIGNATION PAYMENT**

For those current Bargaining Unit employees who presently hold their A-Z, B-Z, or D-Z licence designation as required by the Employer for the performance of their jobs the employer will reimburse the cost of the annual renewal of the certificate up to a maximum of ninety dollars (\$90.00) for the medical and twenty dollars (\$20.00) for the renewal certificate.

Any other current employees who wish to obtain and maintain their A-Z, B-Z, or D-Z licence designation in future must do so at their own expense unless the Employer requires that they have the designation for the performance of their jobs.

### **23.03 Volunteers for Fire Department of Municipality**

Where an employee is also a volunteer for the fire services department, and receives a call while on duty with the municipality, the employee will notify the immediate supervisor for permission to respond. If permission is granted, it is understood that the employee will ensure that the site is left in a safe manner. The employee's remaining regular time and rate of the shift which was left will be paid by the municipality.

### **23.04 Relieving in other Grades**

#### **a) Relieving in Position of Higher Rating**

When an Employee is assigned by the Supervisor to relieve in a position of and fulfill the responsibilities of a higher rated position in the bargaining unit for a period of one (1) shift or more, the Employee shall receive the rate for the position in which he is relieving for the full relief period. The Employer, will offer the relief work to qualified Employees with the most seniority and required qualifications as per the job description within that group, however, if no such Employee accepts this position, the Employer may detail the qualified Employee with the least seniority as the Employer sees fit.

#### **b) Relieving in Position of Lower Rating**

When an Employee is assigned by the Supervisor to relieve in a position of lower rating for any period, the Employee shall maintain his or her basic rate of pay while so assigned.

#### **c) Covering Non-Bargaining Position**

When a non-supervisory person is appointed by the Employer to fill in for a Supervisory Position, or as the Overall Responsible Operator (ORO) due to vacation or sick leave, the employee filling in the supervisory or the ORO position shall be paid a premium of one hundred and seventy five (\$175) per week (a week being defined as a seven consecutive day period) or twenty-five dollars (\$25) per day retroactive to the first day of absence, and shall continue to receive the premium until the Supervisor returns or is otherwise replaced.

## **ARTICLE 24 - UNIFORMS**

24.01 Full-time Employees in the Public Works Department shall be provided by the Employer annually, as needed the following clothing to be worn as uniform:

### **a) EQUIPMENT OPERATORS**

#### **Regular Uniforms Blue in Color**

- 2 shirts
- 2 pair pants
- 2 pair shorts
- 2 pair leather gloves
- 1 baseball cap with Town logo
- 1 pair of coveralls
- 1 winter toque

#### **Safety Clothing**

- 3 safety shirts
- 1 safety coverall for summer
- 1 safety summer jacket
- 1 pair safety work boots
- 1 pair of safety summer (rubber) boots
- 1 pair of safety winter (rubber) boots
- 1 winter safety bomber jacket
- 1 insulated safety winter coverall
- 1 safety rain suit
- 1 safety vest (summer or winter)
- 1 safety sweatshirts
- Chainsaw PPE as required

### **b) MECHANIC**

#### **Regular Uniform Blue in Color**

- Supplied Coveralls
- 4 shirts
- 3 pair pants
- 1 pair of work gloves
- 1 pair leather gloves
- 1 baseball cap with Town logo
- 1 winter toque

### **Safety Clothing**

- 1 pair safety work boots
- 1 summer safety jacket
- 1 insulated safety winter bomber jacket
- 1 safety vest (summer or winter)
- 1 safety rain suit

### **c) WASTEWATER OPERATORS Regular Uniform Blue in Color**

- 4 shirts
- 2 pair pants
- 2 paid shorts
- 1 pair of insulated coveralls
- 1 pair summer gloves
- 2 pair leather gloves
- 1 summer jacket
- 1 vest
- 1 parka
- 1 chest wader
- 1 rain suit
- 1 baseball cap with Town logo
- 1 winter toque

### **Safety Clothing**

- 1 pair of safety work boots
- 1 pair of safety summer (rubber) boots
- 1 pair of safety winter (rubber) boots
- 1 safety vest (summer or winter)

### **d) WATER OPERATORS Regular Uniforms Blue in Color**

- 4 shirts (2 long sleeves; 2 short sleeves)
- 1 pair of shorts
- 2 pair of pants
- 2 pair of leather gloves
- 1 rain suit
- 1 baseball cap with Town logo
- 1 winter toque

## **Safety Clothing**

- 1 pair of safety work boots
- 1 pair of winter safety work boots
- 1 pair safety rubber boots
- 1 safety summer jacket
- 1 safety winter bomber jacket
- 2 safety shirts
- 2 pair safety non-insulated coveralls
- 1 pair insulated coveralls

## **Replacement of Items**

Replacement of individual items shall be on an as needed basis, and authorized by the respective Senior Manager.

## **ARTICLE 25 –DURATION & TERM OF AGREEMENT**

### **25.01 TERM**

This Agreement shall be binding and remain in effect from the date of ratification of the Memorandum of Settlement until December 31, 2025 and shall continue from year to year thereafter unless either party gives the other party notice in writing of its desire to amend this Collective Agreement.

Any alteration or amendment of this agreement shall be in writing and shall be executed by both the Employer and the Union.

### **25.02 RETROACTIVITY**

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. All former employees shall be sent notice by the Employer at their last known address and will have thirty (30) calendar days from the date notice is sent to claim retroactive payments. The Union shall receive a copy of all notices sent to former employees.

25.03 RENEWAL

Notice to bargain not more than ninety (90) days and not less than thirty (30) days prior to the expiry of Collective Agreement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

**THE CORPORATION OF THE TOWN  
OF PENETANGUISHENE**

**CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL  
2380.05**

\_\_\_\_\_

*[Handwritten signature]*

\_\_\_\_\_

\_\_\_\_\_

*[Handwritten signature]*

\_\_\_\_\_

*[Handwritten signature]*

*[Handwritten signature]*

Bryan Murray

**SCHEDULE 'A' – WAGES**

January 1, 2022	Increase all wages by 1.8%
January 1, 2023	Increase all wages by 1.8%
January 1, 2024	Increase all wages by 1.85%
January 1, 2025	Increase all wages by 1.85%

**LOU 2021-02.05 – Amendment to LOU 2020-05 Adding Contract Seasonal Staff**

**LOU 2021-03.05 – Two-shift Model Including Night Shift**

**LOU 2021-04.05 – Re-set Hours**

**TOWN OF PENETANGUISENE  
SCHEDULE "A" WAGES**

"OUTSIDE"  
CUPE PAY GRID  
LOCAL 2380.05

Effective January 1, 2022					
HOURLY	Step 1	Increase 1.80%	Step 3	Step 4	JOB RATE Step 5
Level	85.50%	88.90%	92.50%	96.20%	100%
DU	\$24.95	\$25.94	\$26.99	\$28.07	\$29.18
EU	\$30.99	\$32.23	\$33.53	\$34.87	\$36.25
FU	\$31.41	\$32.66	\$33.98	\$35.34	\$36.74

Effective January 1, 2022					
SALARY	Step 1	Step 2	Step 3	Step 4	JOB RATE Step 5
DU					
2080	51,896	53,955	56,139	58,386	60,694
EU					
2080	64,459	67,038	69,742	72,530	75,400
FU					
2080	65,333	67,933	70,678	73,507	76,419

Effective January 1, 2023					
HOURLY	Step 1	Increase 1.80%	Step 3	Step 4	JOB RATE Step 5
Level	85.50%	88.90%	92.50%	96.20%	100%
DU	\$25.40	\$26.41	\$27.48	\$28.58	\$29.71
EU	\$31.55	\$32.81	\$34.12	\$35.49	\$36.90
FU	\$31.98	\$33.25	\$34.60	\$35.98	\$37.40

Effective January 1, 2023					
SALARY	Step 1	Step 2	Step 3	Step 4	JOB RATE Step 5
DU					
2080	52,832	54,933	57,158	59,446	61,787
EU					
2080	65,624	68,245	70,970	73,819	76,757
FU					
2080	66,518	69,160	71,968	74,838	77,795

Effective January 1, 2024					
HOURLY	Step 1	Increase 1.85%	Step 3	Step 4	JOB RATE Step 5
Level	85.50%	88.90%	92.50%	96.20%	100%
DU	\$25.87	\$26.90	\$27.99	\$29.11	\$30.25
EU	\$32.13	\$33.40	\$34.77	\$36.15	\$37.58
FU	\$32.57	\$33.86	\$35.24	\$36.65	\$38.09

Effective January 1, 2024					
SALARY	Step 1	Step 2	Step 3	Step 4	JOB RATE Step 5
DU					
2080	53,810	55,952	58,219	60,549	62,930
EU					
2080	66,830	69,472	72,322	75,192	78,156
FU					
2080	67,746	70,429	73,299	76,232	79,234

Effective January 1, 2025					
HOURLY	Step 1	Increase 1.85%	Step 3	Step 4	JOB RATE Step 5
Level	85.50%	88.90%	92.50%	96.20%	100%
DU	\$26.35	\$27.39	\$28.50	\$29.64	\$30.81
EU	\$32.72	\$34.02	\$35.40	\$36.82	\$38.27
FU	\$33.17	\$34.49	\$35.89	\$37.32	\$38.80

Effective January 1, 2025					
SALARY	Step 1	Step 2	Step 3	Step 4	JOB RATE Step 5
DU					
2080	54,808	56,971	59,280	61,651	64,094
EU					
2080	68,058	70,762	73,632	76,586	79,602
FU					
2080	68,994	71,739	74,651	77,626	80,700

**Job Classifications:**  
DU Equipment Operator  
EU Lead Hand; Water Distribution Operator; Waste Water Operator; Water Meter Technician  
FU Chief Mechanic

**LETTER OF UNDERSTANDING # 2021-02.05**

**BETWEEN**

**THE CORPORATION OF THE TOWN OF  
PENETANGUISHENE**

(hereinafter referred to as the "Corporation")

OF THE FIRST PART

**-and-**

**THE CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL 2380.05**

(hereinafter referred to as the "Union")

OF THE SECOND PART

**RE: AMENDMENT TO LOU 2020-05 ADDING CONTRACT SEASONAL  
STAFF FOR ROADS DIVISION TO UNION –ROADS OPERATORS &  
ROAD PATROLLERS (EXCEPT STUDENT POSITIONS)**

---

**Whereas**, the CUPE Local 2380.05 Collective Agreement sets out the terms and conditions of employment for bargaining unit members;

The Town would like to add the seasonal Roads Operators and Road Patrollers to the union. This would exclude any seasonal student positions.

Effective November 2, 2020, full-time seasonal contracts will become members of Local 2380.05 and will be required to pay their initiation fee and have the assigned percentage deducted off each pay in accordance with Article 4 of the collective agreement.

As a bargaining unit member, the contract staff will have limited rights under the collective agreement. They will have the rights under Article 7 except with respect to discharge. It is expressly acknowledged that the Employer may terminate a contract employee without cause if the Employer has no need for the employee or considers the employee to be in any way unsuitable for or unacceptable in the position. The employment of the contract period may be terminated at any time during the contract period without recourse to the grievance procedure, unless the Union can identify the termination was an act of discrimination, as set out in Article 20.01.

A contract Roads Operator and Road Patroller will be paid at Step 1 of the permanent Roads Operator grid. They will be eligible for overtime after 44 hours in a week. Their regular hours of work will be in accordance with their employment contract.

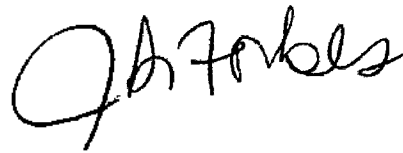
Contract Seasonal Road Operators & Road Patrollers are identified as employees as per Article 1.04 language and shall maintain recall rights for the respective season (e.g., winter season gets recall rights to winter season), subject to a satisfactory job performance review, where the Town is considering external candidates. Failing to accept recall shall result in the loss of any recall rights.

FOR THE CORPORATION

FOR THE UNION

Date: **November 3, 2021**

Date: **November 15, 2021**



**LETTER OF UNDERSTANDING # 2021-03.05**

**BETWEEN**

**THE CORPORATION OF THE TOWN OF PENETANGUISHENE**

(hereinafter referred to as the "Corporation")

OF THE FIRST PART

**-and-**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES**

**AND ITS LOCAL 2380.05**

(hereinafter referred to as the "Union")

OF THE SECOND PART

**RE: TWO-SHIFT MODEL INCLUDING NIGHT SHIFT**

---

**Whereas**, the CUPE Local 2380.05 Collective Agreement sets out the terms and conditions of employment for bargaining unit members;

The Town has implemented a two-shift system, which includes a day-shift and a night- shift.

Members will first be given the option to switch to nights if they would prefer. Once that is done, night shift staff will be selected based on seniority. Exceptions will be made when required due to medical accommodations and with medical restrictions outlined on a Functional Abilities Form from a medical practitioner.

Shifts for the winter season:

- Nights- 4 full-time operators, 2 seasonal operators, and 1 lead hand/operator
- Days- 4 full-time operators, and 1 seasonal operator
- Weekend Patroller- 1 seasonal patroller.

This may change based on operational needs.

The two-shift model will begin and end on the dates outlined by the employer and continue on an annual basis.

Overtime for permanent employees will be paid in accordance with Article 14 of the Collective Agreement. Contract staff will be entitled to overtime after 44 hours worked in a week.

Staff working nights will be entitled to a shift premium as per Article 13.02 of the Collective Agreement for the duration of their assigned shift.

The shifts for the winter season will be as follows and may change based on operational needs:

- Days- 7:30 am to 4:00 pm
- Night- 11:00 pm to 7:30 am

Equipment operation will be at the discretion of the Supervisor.

All staff must ensure that their personal belongings and debris are removed from their equipment at the end of each shift and that their equipment is thoroughly cleaned in accordance with policy FCS-HR-003-2020 Contact Surface Cleaning & Disinfection Protocol.

FOR THE UNION

Date:



FOR THE CORPORATION

Date: December 1, 2021

*[Handwritten initials]*



**LETTER OF UNDERSTANDING #2021-04.05**

**BETWEEN**

**THE CORPORATION OF THE TOWN OF PENETANGUISHENE**

(hereinafter referred to as the "Corporation")

OF THE FIRST PART

**-and-**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES**

**AND ITS LOCAL 2380.05**

(hereinafter referred to as the "Union")

OF THE SECOND PART

**RE: RE-SET HOURS**

---

**The parties agree** that in the event Employees within the Bargaining Unit need to re-set hours related to excess hours of work they may use hours earned or accrued in accordance with the Collective Agreement. Employees may elect to cover re-set periods with entitlement listed in Article 14 (Lieu time) or Article 16 (Vacation). In the unlikely event an Employee does not have any entitlements as listed above the Re-set makeup time shall be unpaid. **The first (2) re-sets of the winter season per employee should be covered by the Employer at their expense.**

The Employer shall not deduct from any Employees accumulated bank without prior notice and agreement as it relates to adjustments for Re-set hours.

FOR THE UNION



Date:

FOR THE CORPORATION



Date: December 1, 2021

11012021