

CUPE

COLLECTIVE AGREEMENT

between

**CANADIAN UNION OF PUBLIC EMPLOYEES
and its LOCAL 3019**

and

CORPORATION OF THE TOWNSHIP OF HAMILTON

Term: January 1, 2026 – December 31, 2028

TABLE OF CONTENTS

| | |
|--|----|
| PREAMBLE | 3 |
| ARTICLE 1 – RECOGNITION | 4 |
| ARTICLE 2 – RELATIONSHIP | 4 |
| ARTICLE 3 – MANAGEMENT RIGHTS | 4 |
| ARTICLE 4 – NO STRIKES - NO LOCKOUTS | 5 |
| ARTICLE 5 – UNION SECURITY AND CHECK-OFF OF UNION DUES | 5 |
| ARTICLE 6 – CORRESPONDENCE | 6 |
| ARTICLE 7 – UNION REPRESENTATION | 6 |
| ARTICLE 8 – GRIEVANCE PROCEDURE | 6 |
| ARTICLE 9 – ARBITRATION | 8 |
| ARTICLE 10 – MANAGEMENT AND UNION POLICY GRIEVANCE | 8 |
| ARTICLE 11 – ACCESS TO PERSONNEL FILE/SUNSET CLAUSE | 9 |
| ARTICLE 12 – EMPLOYEE DEFINITIONS | 9 |
| ARTICLE 13 – SENIORITY | 10 |
| ARTICLE 14 – HOURS OF WORK AND OVERTIME | 12 |
| ARTICLE 15 – STATUTORY HOLIDAYS | 17 |
| ARTICLE 16 – VACATION | 19 |
| ARTICLE 17 – LEAVE OF ABSENCE | 20 |
| ARTICLE 18 – WAGES | 24 |
| ARTICLE 19 – EMPLOYEE BENEFIT PLAN | 24 |
| ARTICLE 20 – SICK LEAVE | 27 |
| ARTICLE 21 – JOB POSTING | 28 |
| ARTICLE 22 – CLOTHING AND MAINTENANCE OF SAME | 28 |
| ARTICLE 23 – GENERAL PROVISIONS | 29 |
| ARTICLE 24 – PERFORMANCE EVALUATION | 31 |
| ARTICLE 25 – LABOUR-MANAGEMENT COMMITTEE | 31 |
| ARTICLE 26 – HEALTH AND SAFETY | 32 |
| ARTICLE 27 – TERM OF AGREEMENT | 32 |
| SCHEDULE A – PUBLIC WORKS DEPARTMENT | 33 |
| SCHEDULE A – PARKS AND FACILITIES DEPARTMENT | 34 |
| SCHEDULE A – OFFICE EMPLOYEES | 35 |
| LETTER OF UNDERSTANDING | 37 |

THIS AGREEMENT MADE AND ENTERED INTO THIS 9th DAY OF DECEMBER, 2025.

between

THE CORPORATION OF THE TOWNSHIP OF HAMILTON

(hereinafter called the "Employer")

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES

and its LOCAL 3019

(hereinafter called the Union")

PREAMBLE

WHEREAS it is the desire of both parties to this Agreement:

1. To maintain and improve the harmonious relations and settled conditions of employment between the Employer and the Union.
2. To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services etc.
3. To encourage efficiency in operation.
4. To promote the morale, well being and security of all the Employees in the bargaining unit of the Union.
5. Our values guide the behaviours and actions of our people. They provide the foundation for how we conduct business on behalf of our ratepayers and how we interact with one another, our users, our volunteers and our communities.
 - Leadership and Teamwork
 - Integrity
 - Respect
 - Accountability and Responsibility
 - Professional

AND WHEREAS it is now desirable that methods of bargaining and all matters pertaining to working conditions of the Employees be drawn up in an agreement.

NOW THEREFORE the parties agree as follows:

ARTICLE 1 – RECOGNITION

- 1.01 The Employer recognizes the Canadian Union of Public Employees and its Local 3019 as the sole and exclusive bargaining agent for all permanent employees of the Employer, save and except Managers and Directors, including the Public Works Foreman, the Deputy Clerk, the Deputy Chief Building Official, the Deputy Treasurer, the Administrative Assistant/Payroll and Benefits Coordinator, the Recreation and Facilities Co-ordinator, Sr.Township Planner, Fire fighters, Fire Prevention staff, students, interns, and apprentice workers.
- 1.02 "Employee" as used in this Agreement shall mean those persons described in the bargaining unit set forth in 1.01.

ARTICLE 2 – RELATIONSHIP

- 2.01 The parties hereto mutually agree that any Employee of the Employer covered by this Agreement may become a member of the Union if they wish to do so and may refrain from becoming a member of the Union if they so desire.
- 2.02 The Employer and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or by any of their representatives or members because of an Employee's membership or non- membership in the Union, or because of their activity or lack of activity in the Union, or by reason of age, race, creed, or colour, national origin, political or religious affiliation, sex or marital status or any other ground protected by the Human Rights Commission.
- 2.03 It is agreed that the Union and the Employees will not engage in Union activities during working hours or hold meetings at any time on the premises of the Employer without the permission of the Chief Administrative Officer or designate.
- 2.04 The Employer and the Union agree to conduct their affairs in accordance with the Ontario Human Rights Code, the Occupational Health & Safety Act & regulations, the Employer's Workplace Harassment Policy, the Employer's Code of Conduct, the Employer's Progressive Discipline Policy and any other relevant legislation, as amended from time to time.

ARTICLE 3 – MANAGEMENT RIGHTS

- 3.01 The Union recognizes and acknowledges that the Management of the Employer and direction of the working force are fixed exclusively in the Employer and, without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:
- (a) maintain order and efficiency;
 - (b) hire, promote, demote, classify, transfer, suspend, assign, direct, evaluate, layoff, recall and discharge or otherwise discipline employees, provided that a claim that a permanent employee has been discharged or disciplined without

just cause maybe be subject to a grievance and dealt with as hereinafter provided.

- (c) make, enforce and alter, from time to time, rules and regulations to be observed by the Employees;
- (d) determine the nature and kind of operations conducted by the Employer, the kinds and locations of depots, equipment and materials to be used, the control of materials and parts, the methods and techniques of work, the content of jobs, the schedules of work, the number of Employees to be employed, the extension, limitation, curtailment or cessation of operations, or any part thereof, and to determine and exercise all other functions and prerogatives which shall remain solely with the Employer.

ARTICLE 4 – NO STRIKES - NO LOCKOUTS

- 4.01 In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that during the life of this Agreement the Union will not cause or permit its members, nor any of the members of the Union or Employees covered by this Agreement, to take part in, any strike, picketing, slowdown, work-to-rule or stoppage of work, either complete or partial.
- 4.02 During the term of this Agreement, the Employer agrees that there will be no lockout of Employees because of a labour dispute between the Employer and the Union.

ARTICLE 5 – UNION SECURITY AND CHECK-OFF OF UNION DUES

- 5.01 The Employer agrees to deduct from the pay of all permanent Employees an amount equal to the bi-weekly dues of the Union due each calendar month and to remit the same not later than the twentieth (20th) day of the month following the month in which the deduction is made to the Union Office along with a list of those Employees from whose pay such deductions were made.
- 5.02 The Union shall indemnify and save harmless the Employer against any and all claims, demands, suits or other forms of liability that arise out of or by reason of any action taken or not taken by the Employer for the purpose of complying with any of the provisions of this Article, or in reliance on any list, notice of assignments furnished under any of such provisions.
- 5.03 The Employer will provide new employees with a copy of the current Collective Agreement and will afford the Union a maximum of thirty (30) minutes during the new employee's orientation for the purpose of discussing the duties of the Union membership without loss of earning to either the union official or the new employee.

ARTICLE 6 – CORRESPONDENCE

6.01 All correspondence between the parties arising out of this Agreement or incidental thereto, shall pass to and from the Chief Administrative Officer or designate of the Township of Hamilton and the President or designate of the Local.

ARTICLE 7 – UNION REPRESENTATION

7.01 The Employer acknowledges the right of the Union to appoint or otherwise select three (3) Stewards. The Stewards so selected shall constitute the Grievance Committee as long as they remain Employees or until their successors are chosen. The name of each of the Stewards and the name of the President of the Local, from time to time selected, shall be given to the Employer in writing and the Employer shall not be required to recognize such Steward or President until it has been so notified.

7.02 The privilege of a Steward to leave their work without loss of basic pay to attend to Union business is granted on the following conditions:

- (a) They must request and receive permission from their Supervisor or the Supervisor's representative to leave their work for the purpose of presenting and adjusting complaints and grievances arising in accordance with the grievance procedure provided herein and to attend any regularly scheduled meetings with the Employer representatives, or any other meeting. Such permission shall not be unreasonably withheld. The Employer will have a reasonable period of time to provide a suitable replacement when required for continuance of work.
- (b) The time away from work shall be reported in accordance with the timekeeping methods of the Employer.
- (c) The Employer reserves the right to limit such time if it deems the time so taken to be excessive.

7.03 The Union understands and agrees that each Steward is employed to perform full time work for the Employer and that they will not leave their work during working hours except to perform their duties under this Agreement.

ARTICLE 8 – GRIEVANCE PROCEDURE

8.01 The parties to this Agreement are agreed that it is of the utmost importance to address complaints and grievances concerning the interpretation or alleged violation of the Agreement as quickly as possible.

8.02 A grievance under this Collective Agreement shall be defined as a difference between the Employer and the Union as to the interpretation, application, administration or alleged violation of this Collective Agreement.

8.03 No grievance shall be considered where the circumstances giving rise to it occurred or originated more than five (5) full working days before the filing of the grievance. All discharge grievances must be filed within three (3) full working days of the date of discharge.

8.04 Grievances properly arising under this Agreement shall be adjusted and settled as follows:

Step No. 1

The aggrieved Employee shall present their grievance orally, or in writing, to their Supervisor. They may have the assistance of their representative if they so desire. The Supervisor shall give their decision within two (2) working days following the presentation of the grievance to them. If the grievance was presented, in writing, the decision shall be in writing. If the decision is not satisfactory to the Employee concerned, then the grievance may be presented as follows:

Step No. 2

Within five (5) working days after the decision is given at Step No. 1, the grievance may be referred to the Union, which may take the matter up with the Chief Administrative Officer or designate at a meeting arranged mutually between the Employer and the Union. If the grievance is taken up with the Chief Administrative Officer or designate, it must be submitted in writing. The decision of the Chief Administrative Officer or designate shall be given, in writing, within ten (10) working days following the meeting.

8.05 If the final settlement of the grievance is not reached and if the grievance is one which concerns the interpretation, administration or alleged violation of the Agreement, then the grievance may be referred, in writing, by either party to mediation/arbitration as provided in Article 9 below at any time within ten (10) working days after the decision is given under Step No. 2 and if no such written request for arbitration is received within the time limit, then it shall be deemed to have been abandoned.

8.06 All decisions arrived at between the Employer and the Union shall be final and binding upon the Employer, the Union, and the Employee or Employees concerned.

8.07 A claim by an Employee who has completed the probationary period that they have been suspended or discharged without just cause shall be treated as a grievance if a written statement of such grievance is lodged with the Chief Administrative Officer or designate at Step No. 2 of the grievance procedure within five (5) full working days after the suspension or discharge.

8.08 Working days referred to in Article 8 and Article 9 of this Agreement shall exclude Saturdays, Sundays, and Statutory Holidays.

ARTICLE 9 – MEDIATION / ARBITRATION

- 9.01 The parties may agree to use a grievance mediator in order to attempt to resolve issues prior to the grievance being referred to arbitration.

Where a grievance is referred to arbitration, it shall be heard by a single arbitrator, agreed to by the parties. Should the parties be unable to agree upon an Arbitrator, the parties shall ask the Ontario Ministry of Labour to appoint a single Arbitrator within five (5) working days.

- 9.02 The decision of the Arbitrator, constituted in the above manner, shall be binding on both parties.

- 9.03 The 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 provisions, nor to give any decision inconsistent with the terms and provisions of this agreement.

- 9.04 Each of the parties of this Agreement shall be responsible for an equal share of the fee and expenses of the Mediator/Arbitrator.

- 9.05 The time limits stated in this Article and Article 8 may be extended by mutual agreement of the parties in writing.

9.06 ***Substitution of Penalty***

Where an Arbitrator determines that an Employee has been discharged or otherwise disciplined by the Employer for cause and the Collective Agreement does not contain a specific penalty for the infraction that is the subject matter of the arbitration, the Arbitrator may substitute such other penalty for the discharge or discipline as to the Arbitrator seems just and reasonable in all the circumstances.

ARTICLE 10 – MANAGEMENT AND UNION POLICY GRIEVANCE

- 10.01 Any grievance instituted by Management shall be in writing and may be referred to a Steward within five (5) full working days of the occurrence of the circumstances giving rise to the grievance, and the Stewards shall meet within five (5) working days thereafter with Management to consider the grievance. If final settlement of the grievance is not completed within five (5) working days of such meeting, the grievance may be referred by either party to the Arbitrator as provided in Article 9 at any time within ten (10) working days thereafter but not later.

- 10.02 A Union policy grievance which is defined as an alleged interpretation and administration violation of this Agreement, concerning all or a substantial number of the Employees in the bargaining unit shall be in writing and may be lodged by the Stewards with the Supervisor as Step No. 1 of the grievance procedure at any time within three (3) full working days after the circumstances giving rise to such grievance occurred or originated, and if it is not satisfactorily

settled, it may be processed in the same manner and to the same extent as the grievance of an Employee.

ARTICLE 11 – ACCESS TO PERSONNEL FILE/SUNSET CLAUSE

11.01 Access to Personnel File

An employee has the right to review their personnel file within five (5) working days of requesting it in writing to the Manager of Human Resources.

An Employee who has been terminated by the Employer may review their file within two (2) working days of their termination date.

The Employee shall have the right to make copies of any material contained in their personnel record.

11.02 Sunset Clause

Any letter of reprimand, suspensions or any other sanction will be removed from the record of an Employee eighteen (18) months following the receipt of such letter of suspension or any other sanction, provided that such Employee's record has been discipline free for eighteen (18) months. All leaves of absence in excess of ten (10) calendar days will not count towards either period.

ARTICLE 12 – EMPLOYEE DEFINITIONS

12.01 Permanent Employees

In this Agreement "permanent Employee" means an Employee within the bargaining unit who has successfully completed their probationary period and is regularly scheduled to work full-time hours as outlined in this Agreement.

12.02 Permanent Part-time Employees

In this agreement, "Permanent Part-time Employee" means an Employee within the bargaining unit who has successfully completed their probationary period and who is regularly scheduled to work twenty-four (24) hours or less per week.

This does not include firefighters, students, interns, apprentice workers, and students employed during the school vacation period.

12.03 Probationary Employees

In this agreement, "Probationary Employee" means an employee who is hired by the Employer and who will become a full-time or part-time Employee after having satisfactorily completed their probationary period.

A permanent Employee will be considered on probation for their first six (6) months worked during any twelve (12) consecutive months.

12.04 Temporary Employees

Temporary Employee means a person who fills a temporary vacancy that is caused by the absence of the incumbent due to sickness, injury, vacation, leave of absence or a person who is temporarily retained to handle work overflow or seasonal work.

A temporary Employee who replaces an Employee absent due to pregnancy leave, parental leave or adoption leave, in accordance with the Employment Standards Act will be considered a temporary Employee for the full duration of that leave.

Temporary Employees - Public Works and Office Staff

Temporary Employees can be hired at any time, and from time to time, for a period of not over six (6) months for each period of employment and provided that such temporary Employee does not displace a regular Employee. If a Temporary Employee is retained beyond six (6) months in the twelve (12) month period, from their last day of hire, they shall be deemed a permanent Employee and credited with six (6) months seniority at the time and shall be entitled to all benefits of the collective agreement unless the Employer and the Union mutually agree to an extension of the six (6) month period. Students and Interns are exempted.

Temporary Employees shall not be included in the winter weekend schedule for the Public Works Department except for extenuating circumstances.

Temporary Employees - Parks and Facilities

Temporary Employees can be hired at any time, and from time to time, for a period of not over nine (9) months for each period of employment and provided that such temporary Employee does not displace a regular Employee. If a Temporary Employee is retained beyond nine (9) months in the twelve (12) month period, from their last day of hire, they shall be deemed a permanent Employee and credited with nine (9) months seniority at the time and shall be entitled to all benefits of the collective agreement unless the Employer and the Union mutually agree to an extension of the nine (9) month period. Students and Interns are exempted.

ARTICLE 13 – SENIORITY

13.01 Seniority, as referred to in this Agreement, shall mean the length of service with the Employer from the date of last hiring by the Employer. Seniority shall operate on a bargaining unit wide basis. The Employer shall maintain a seniority list showing the date upon which each Employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year.

Any disputes regarding placement on the seniority list should be brought to the attention of Human Resources in writing, within thirty (30) day of the publication

of the January list. Thereafter, the seniority list will be deemed to be correct.

- 13.02 Temporary Employees shall have no seniority for the purpose of this Agreement.
- 13.03 A permanent Employee will be considered on probation for their first six (6) months worked during any twelve (12) consecutive months and will have no seniority rights during their probationary period. After completion of the above probationary period, permanent Employees shall be assigned a seniority date crediting them six (6) months of service.
- 13.04 A probationary Employee or temporary Employee shall not have the right to the grievance procedure. A probationary Employee or temporary Employee who is discharged may discuss the matter with the proper Employer officials but their release cannot be taken to arbitration or grieved.
- 13.05 When two (2) or more Employees attain seniority on the same date their placement on the seniority list shall be determined by a random draw conducted by the Union President or designate. The outcome of the draw is final and binding.
- 13.06 Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a layoff, Employees shall be laid off in the reverse order of their seniority provided that the Employer may retain Employees qualified to do the available work. Employees shall be recalled in the order of their seniority, providing they are qualified to do the work.
- 13.07 Seniority shall accumulate in the following circumstances only:
- (a) when actually at work for the Employer;
 - (b) when not at work due to layoff, sickness or accident in which case seniority will continue to accumulate for a period of time equal to twelve (12) months (except in the case of a job protected leave of absence) or the length of their seniority whichever is shorter;
 - (c) when not at work due to personal leave of absence, then seniority will continue to accumulate for the first calendar month of such leave;
 - (d) when absent on vacation or on legal holidays.
- 13.08 Seniority shall terminate and an Employee shall cease to be employed by the Employer when they:
- (a) voluntarily quit their employment with the Employer; provided that the Employee has submitted their resignation in writing to the Employer.
 - (b) is discharged and is not reinstated through the grievance procedure or arbitration;
 - (c) is not at work for a continuous period of twelve (12) months or the length of their seniority whichever is shorter;

- (d) fails to report for work when recalled from layoff within five (5) working days following notice to report by the Employer sent by registered mail to their last known address;
- (e) fails to return to work upon the termination of an authorized leave of absence unless a valid reason acceptable to the Employer is given;
- (f) is absent from work without providing a valid reason acceptable to the Employer for three (3) working days or more.

13.09 An Employee promoted outside the bargaining unit shall retain their seniority earned while in the bargaining unit. In the event the Employee returns to the bargaining unit their placement will be consistent with the bargaining unit seniority.

13.10 It shall be the duty of each Employee to notify the Employer promptly of any change in address. If an Employee fails to do this the Employer will not be responsible for failure of a notice to reach such Employee.

ARTICLE 14 – HOURS OF WORK AND OVERTIME

14.01 The following paragraphs and sections are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.

14.02 An Employee who is called in and required to work outside their regular working hours, including holidays listed in Article 15 of this Agreement, shall be paid for a minimum of three (3) hours pay and shall be paid from the time they commence work. This shall not apply to Employees in the Building & Planning Department.

14.03 No Employee will be laid off their regularly scheduled hours of work in order to avoid paying any overtime.

14.04 There shall be no pyramiding of the premium pay provisions of this Agreement.

14.05 PUBLIC WORKS

- a) Standby is a normal requirement of the job. An Employee on standby shall be available to respond for work when called by telephone, etc. and must respond to the office within forty-five (45) minutes of the request.

For the purposes of determining the rate of standby pay, Friday shall be paid at the weekend rate of pay.

Employees scheduled for standby duty will be compensated as follows:

January 1, 2026 - Weekday = \$26.00/day Weekend=\$45.00/day

January 1, 2027 - Weekday = \$26.00/day Weekend=\$45.00/day

January 1, 2028 - Weekday = \$28.00/day Weekend=\$47.00/day

There will be no splitting of the daily weekday or weekend rate of pay when the changeover of standby occurs.

Statutory holidays will be paid at the weekend rate of pay.

Compensation for standby is based on a daily rate of pay and the number of actual hours of standby over the course of the days, weeks, or year may vary.

If the Employee while on standby is required to work, all hours so worked shall be subject to overtime rates.

In order to provide equitable distribution of standby within a calendar year, Employees who normally perform the work shall be placed on the standby lists in order of their seniority and rotated through the lists.

Employees who are performing standby duties shall be given preference for overtime that arises during the course of their standby.

- b) Overtime at the rate of time and one half (1 ½) the Employee's regular hourly rate shall be paid for all work performed in excess of eight and one-half (8.5) hours Monday to Thursday, and in excess of six (6) hours on Fridays and all work performed on Saturday. All work performed on Sundays and paid holidays shall be paid at the rate of double time (x2) the Employee's regular hourly rate. The Employer shall endeavour to divide overtime and call-back time equitably amongst the Employees normally performing the work within the classification that normally performs the work. Overtime and call-back time refused shall be considered time worked for the purposes of this Article.
- c) There shall be a fifteen (15) minute rest period in the first half of each shift and one fifteen (15) minute rest period in the second half of each shift to be granted at a time or times selected by the Employer, but in any case, no later than one (1) hour before quitting time or earlier than one (1) hour after starting time
- d) The Employer shall post on the bulletin board at the yard, the call-in list with all overtime hours worked by each Employee. The OT list will zero out each January 1st (annual re-set)
- e) Notwithstanding Article 14.02 and 14.03 of this agreement the following provision shall apply for hours of work and overtime. The start date in April or May is dependent on daylight hours and weather and will be determined by the Employer. The end date in October or November is also dependent on daylight hours and weather and will be determined by the Employer.
- f) **Summer Hours of Work**
The standard work week for summer hours shall consist of four (4) days, Monday to Thursday, inclusive and the normal hours of work shall be forty (40) hours per week.

Shifts shall be either 6:00 a.m. to 4:30 p.m. (including half-hour unpaid lunch) or 6:30 a.m. to 5:00 p.m. (including half-hour unpaid lunch). If the Employer changes the start time of the daily schedule from 6:00 a.m. – 4:30 p.m. to 6:30

a.m. – 5:00 p.m., the Employer shall provide employees with two (2) weeks' notice of such change. The start time of the daily schedule will be determined by the Employer.

Overtime at the rate of time and one-half (1 ½) Employees regular hourly rate shall be paid for all work performed more than ten (10) hours per day, Monday to Thursday, and all work performed on Friday and Saturday. All work performed on Sundays and paid holidays shall be paid at the rate of double (2x) the Employee's regular hourly rate.

Winter hours of work

Monday to Thursday: 6:45 a.m. – 4:00 p.m. with a thirty (30) minute unpaid lunch.

Friday: 6:45 a.m. – 11:45 a.m.

If the Employee is required to come in early, the Employee will work their full scheduled shift in order to receive time and one-half (1 ½) payment for the additional hours.

If the Employee chooses to work until the end of the regular scheduled shift then the hours exceeding the normal scheduled hours will be paid at time and one-half (1 ½). The Employee will have the ability to leave work after working their regularly scheduled amount of hours for that day, subject to discussion and approval from their Manager. They will be paid at straight time in this event.

g) Night Patrol

The night patrol hours of work shall be from 11:00 p.m. to 7:00 a.m. five (5) days per week for the period of December 1 to March 31. This period, subject to weather conditions, may be extended on mutual agreement of the parties.

The Employee performing Night Patrol duties will be compensated a premium of two dollars (\$2.00) per hour. The night premium will be applied to statutory holiday hours as well as hours worked during the season noted above.

h) Lieu Time

Instead of payment for overtime approved by the Employer, all employees in the Public Works department will be entitled to bank to a maximum of the equivalent of fifty (50 hours) straight hours per calendar year.

Accumulated lieu time may be taken at a time mutually agreeable by the Manager and the Employee, taking into consideration the operational requirements of the Employer.

Lieu time banked will be at the appropriate rate of pay. At no time will the lieu time bank be permitted to exceed fifty (50 hours).

Any lieu time remaining in the bank as of December 15 will be paid out on the last payroll of the year. Lieu time banks run from January 1 to December 31 each year.

14.06 OFFICE STAFF

- a) The normal hours of work for Inside Employees shall be seven (7) hours per day, from 8:30 a.m. to 4:30 p.m., thirty-five (35) hours per week, Monday to Friday inclusive, with a one (1) hour unpaid lunch period. It is understood that the Employer may vary the starting and ending time of normal hours by up to thirty (30) minutes. Notwithstanding, it is understood that Employees in Planning and By-Law enforcement may be required as part of their normal duties, to work outside of the normal hours previously set out.
- b) Overtime at the rate of time and one half (1 ½) the Employee's regular hourly rate shall be paid for all work performed in excess of seven (7) hours per day, or thirty-five (35) hours per week. All work performed on Sundays shall be paid at the rate of double (2x) time the Employee's regular hourly rate. To attract payment, overtime must be pre-approved by the Supervisor. Working during the first thirty (30) minutes beyond the end of normal hours is considered part of the normal salary. Overtime in excess of thirty (30) minutes will be compensated at the overtime rate of pay effective from the normal end of working hours.

Alternatively, an Employee may request time off at the appropriate overtime rate at a time mutually agreed to by the Employee and Employer.

c) Lieu Time

All Office staff will be entitled to bank to a maximum of the equivalent of twenty-one (21) straight hours per calendar year, to be used during the office shut-down between Christmas and New Years.

Lieu time banked will be at the appropriate rate of pay. At no time will the lieu time bank be permitted to exceed twenty-one (21) hours.

Any lieu time not scheduled for the office shut-down will be paid out on the last payroll of the year.

Lieu time shall not be carried over from one calendar year to the next. All lieu time must be used within the year it is earned, subject to operational requirements and scheduling approval.

d) Compressed Work Week for Office Staff

Office staff may elect to participate in a Compressed Work Week (CWW) schedule where they shorten their lunch period from one (1) hour to thirty (30) minutes, and work an extra half hour at the beginning OR end of their shift, and in doing so the employee will be off one (1) full Friday during a

pay period.

- Staff will work regular hours of work on Mondays with an hour unpaid lunch.
- Staff can start no earlier than 8am and end no later than 5pm.

Office staff who elect to participate in a CWW, may do so subject to operational requirements of each department and position and the option to work CWW may not be equally available to all. It is understood that there must be appropriate coverage for the office and individual departments.

Due to operational requirements or extenuating circumstances, the employer or the employee may request a change to the schedule and each case will be reviewed on a case-by-case basis by their manager.

Office staff working a CWW schedule shall not be entitled to overtime for the additional hours worked over seven (7) hours per day.

If a scheduled workday falls on a statutory holiday, the employee will be paid their standard daily hours for that day.

If an employee is unable to work additional hours as outlined above on a particular day due to an illness, they may use vacation time to offset the reduced number of accrued additional hours during the two (2) week period or make up the additional hours within the parameters. Additional hours must be made up within the pay period of the CWW. If the absence occurs at the end of the pay period and the employee is unable to make up the time, the employee must use vacation.

If a full day for an appointment is required, the day will be seven (7) hours of casual illness, and the employee can either make the time up in the pay period or use vacation time.

Office staff are expected to plan and/or adjust their schedules to ensure attendance at department and Township meetings. The Employer and the Employee can reschedule their day off on a date that is mutually agreed upon.

14.07 PARKS AND RECREATION

- a) The normal hours of work for the Parks and Facilities Employees shall be forty (40) hours per week. The normal hours of work for the Recreation Programmer shall be thirty-five (35) hours per week with the requirement to work flexible hours as scheduled.
- b) Overtime at the rate of time and one half (1 ½) of the Employees regular hourly rate shall be paid for all work performed in excess of the Employee's scheduled shift or forty (40) hours per week for Facility Operators and thirty-five (35) hours per week for the Recreation Programmer.

All work performed on an unscheduled Sunday shall be paid at the rate of double time (x2) the Employee's regular hourly rate.

Alternatively, an Employee may request time off at the appropriate overtime rate at a time mutually agreed to by the Employee and Employer.

To attract payment, overtime must be pre-approved by the Supervisor.

c) **Scheduling**

Work schedules will be posted at least two (2) weeks in advance of the work periods.

d) **Shift Premium**

The Employer agrees to pay a shift premium of one dollar and fifty cents (\$1.50) per hour to Facility Operators on the afternoon shift as scheduled for each hour worked.

There is no shift premium for the Recreation Programmer position.

- e) The Recreation Programmer will be entitled to bank, to a maximum of the equivalent of forty (40) straight hours per calendar year. At no time will the lieu time bank be permitted to exceed forty (40) hours.

ARTICLE 15 – STATUTORY HOLIDAYS

15.01 The following holidays shall be paid to eligible employees at regular rates of pay:

| | | |
|----------------------------------|---------------|-----------------|
| New Year's Day | Labour Day | Good Friday |
| Thanksgiving | Easter Monday | Remembrance Day |
| Victoria Day | Christmas Day | Canada Day |
| Boxing Day | Civic Holiday | Family Day |
| Day for Truth and Reconciliation | | |

The last four hours on the last working day before New Year's Day and the last four (4) hours on the last working day before Christmas Day.

Payment for the four (4) hours holidays shall be paid at the Employee's regular hourly rate.

Eligible employee in this article is one who:

- a) Performs work during the payroll period in which the holiday is observed, except when absent due to verified illness or other approved paid absence.
- b) Works as scheduled or assigned both in their last scheduled workday prior to and their first scheduled workday following the holiday, except when absent due to verified illness or other paid absence.

- 15.02 When any of the above holidays fall on a Saturday or Sunday, the preceding Friday or following Monday, respectively, shall be recognized as a day off with pay, provided that such Friday or Monday shall not have already been recognized as the day off, in which case the next regularly scheduled working day shall be recognized as the holiday.
- 15.03 In order to be entitled to payment for a holiday, an Employee must have worked the full scheduled working day immediately preceding the holiday and the full scheduled working day immediately following the holiday and the first half of the last working day before Christmas Day and New Year's Day and provided however, that an Employee who would otherwise be entitled to receive payment for the holiday but was absent due to illness verified by a qualified medical practitioner's certificate on one of the days mentioned here or another approved paid absence, and will not thereby be deprived of holiday pay.
- 15.04 Employees who are receiving sickness or accident benefits or on Workers Compensation shall not be entitled to be paid holiday pay. If an Employee suffers a compensable accident within seven (7) days prior to a paid holiday they will be paid the difference between the Workers' Compensation payment and the holiday pay.
- 15.05 If a paid holiday falls or is observed during an Employee's vacation period, the employee shall be granted an additional day's vacation for each holiday, in addition to their regular vacation time.
- 15.06 If an Employee has been laid off in a reduction of the work force provided that their last day of work occurred during the work week immediately preceding the work week in which the holiday falls, and they returned from layoff during the work week immediately following the work week in which the holiday falls, they shall receive holiday pay.
- 15.07 If an Employee is absent due to a death in their immediate family and is on an approved bereavement leave on one of the qualifying days, they shall be considered to have been at work on that day for the purposes of payment of the holiday leave day.
- 15.08 **OFFICE STAFF**
- a) Inside Employees will be entitled to observe Easter Monday, Day for Truth and Reconciliation and/or Remembrance Day as a floating holiday to be scheduled on mutual agreement.
 - b) If an Employee is required to work on any of the holidays listed in 15.01, they shall continue to be paid at their regular straight time rate of pay for all hours worked on such holiday. In addition, if the Employee qualifies for holiday pay in accordance with Article 15.03, the Employee will receive a lieu day off, with pay, in the amount of the Employee's normal daily hours of work at a time mutually agreed upon between the Employee and the Employer within sixty (60) days of the holiday. If there is no mutual agreement to a date for this lieu

day, the Employee will receive the holiday pay.

- c) When any of the holidays listed in Article 15.01 falls on an Employee's scheduled day off, the Employee shall receive, in lieu of the holiday, another day off, with pay, at a time mutually agreed upon between the Employee and the Employer within sixty (60) days of the holiday or, if no such mutual agreement, shall receive holiday pay in accordance with Article 15.03.

15.09 PARKS & RECREATION

- a) If an Employee is required to work on any of the holidays listed in Article 15.01, they shall continue to be paid at their regular straight time rate of pay for all hours worked on such holiday. In addition, if the Employee qualifies for holiday pay in accordance with Article 15.03, the Employee will receive a lieu day off, with pay, in the amount of the Employee's regular straight time hourly rate of pay times the Employee's normal daily hours of work at a time mutually agreed upon between the Employee and the Employer within sixty (60) days of the holiday. If there is no mutual agreement to a date for this lieu day, the Employee will receive the holiday pay.
- c) When any of the above-listed holiday falls on an Employee's scheduled day off the Employee shall receive, in lieu of the holiday another day off, with pay, at a time mutually agreed upon between the Employee and the Employer within sixty (60) days of the holiday or, if no such mutual agreement, shall receive holiday pay in accordance with Article 15.03.

ARTICLE 16 – VACATION

16.01 Employees shall receive vacation with pay as follows:

| |
|---|
| Less than one (1) years' service, Twelve (12) days pro-rated from hire date to December 31 of the year of hire. |
| Twelve (12) days vacation in the fiscal year in which the employee's first (1 st) year and second (2 nd) anniversary falls. (84 hours/96 hours) |
| Fifteen (15) days' vacation in the fiscal year in which the employee's third (3 rd) anniversary falls. (105 hours/120 hours) |
| Twenty (20) days' vacation in the fiscal year in which the employee's seventh (7 th) anniversary falls. (140 hours/160 hours) |
| Twenty-five (25) days' vacation in the fiscal year in which the employee's fourteenth (14 ^h) anniversary falls. (175 hours/200 hours) |
| Thirty (30) days' vacation in the fiscal year in which the employee's twenty-second (22 nd) anniversary falls. (210 hours/240 hours) |

16.02 Permanent part-time employees are not entitled to paid vacation time. Instead, they shall receive vacation pay calculated at four percent (4%) of gross wages earned, in accordance with the Ontario Employment Standards Act.

- 16.03 In the event that an employee takes their vacation prior to qualifying date, and subsequently terminates their employment, the Employer shall be entitled to recover any overpayment of vacation pay from the employee's final pay.
- 16.04 Employees are required to take their scheduled vacation and may not work to receive vacation pay for the time worked. Vacations may be taken at any time during the calendar year, at such time as approved by the Employer. Employees may submit their vacation requests on a first come, first serve basis. The Employer may set minimum staffing levels to ensure sufficient coverage to maintain operations.
- 16.05 If by November 15, an Employee has not requested vacation that needs to be used up by December 31 of each year, the Employer reserves the right to schedule the remaining vacation at its sole discretion.
- 16.06 No employee may accumulate or carry forward more than a total of one (1) week [35 or 40 hours] of vacation from one year to the next.
- 16.07 Vacation may be scheduled as a minimum of one (1) hour
- 16.08 Vacation credit shall not be earned during the following periods of absence:
- a) Long Term Disability
 - b) Personal leave of absence exceeding fifteen (15) days in a calendar year excluding all statutory leaves provided under the Employment Standards Act.
- In the vacation year immediately following the Employee's return to work from such absences, the Employee's vacation entitlement shall be reduced to reflect the absence.
- 16.09 A maximum of three (3) Employees will be on vacation in the Public Works department at any time.

ARTICLE 17 – LEAVE OF ABSENCE

17.01 Union Business – Without Loss of Pay

Where permission has been granted to representatives of the Union to leave their employment temporarily in order to carry on negotiations with the Employer, or with respect to a grievance, a maximum of four (4) such Employees shall suffer no loss of pay for the time so spent.

17.02 Union Business – Unpaid

Leave of absence without pay and without loss of seniority shall be granted, upon request to the Employer, to Employees elected or appointed to represent the Union for Union Business. Such time shall not exceed a total of fifteen (15) days in any calendar year. The Union will reimburse the employer for time spent away from the workplace on Union business upon receipt of an invoice from the

Employer and agrees to pay within thirty (30) days.

17.03 Training and Development

1. The Parties recognize the value of training and development for all Employees of the Township of Hamilton. Furthermore, the Parties recognize that continuing education may be a requirement for some Employees. The responsibility for such training and development lies not only with the individual but also with the Employer.
2. An Employee who is absent on approved training leave shall be reinstated by the Employer in the same position and classification held by them immediately prior to taking such leave or be provided with alternate work of a comparable nature.
3. A paid leave of absence and/or reasonable expenses may be granted to an Employee, at the discretion of the Employer, to enable the Employee to participate in approved training and development opportunities.
4. Should the Employer direct an Employee to participate in a specific program or course, such Employee shall be compensated in accordance with the following:
 - a) For program attendance on regularly scheduled working days, the Employee shall suffer no loss of regular earnings.
 - b) For hours in attendance at such program(s) on regularly scheduled day off, the Employee shall be paid at their basic rate of pay.
 - c) The Employer will pay or reimburse the cost of the course including tuition fees and reasonable travel expenses subject to prior approval.
 - d) Employees who are required to attend an approved educational seminar, course or workshop and who use a personal vehicle will be compensated the mileage rate as per the Township of Hamilton's mileage policy.
 - e) In cases when the training is a requirement of the job, Employees who do not meet the minimum standard, as defined in the course material or outline, shall be required to repeat the course at their own cost and/or shall be responsible for any other costs incurred to satisfy the requirements of the approved course, seminar or workshop.
 - f) Travel time/study time are not paid hours. Course time in a classroom on a Saturday or Sunday will be considered one of the work days for that week at regular time. This does not include orientation or registration.
5. Employees will be required to show proof of successful completion of the approved course, workshop or training session.
6. Should the Employee fail to successfully complete a workshop, course or seminar the Employer may require the Employee to reimburse for all the costs associated with attending the course, workshop or seminar.

17.04 Bereavement Leave

An Employee shall be granted up to five (5) working days of leave without loss of wages and without loss of seniority in the event of the death of an immediate member of the Employee's family. Up to one (1) working day can be deferred to a later date to recognize a related event (ie: celebration of life, funeral service, religious/cultural event, and/or to attend an estate matter) within a 12-month period of death.

Immediate member of the family will mean:

- Significant other (spouse, common-law partner, fiancé)
- Parent/foster parents
- Sibling
- Child/step child/foster child

An Employee shall be granted up to three (3) working days of leave without loss of wages and without loss of seniority in the event of the death of a grandparent, step grandparent or great-grandparent, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandchild or step grandchild.

Up to one (1) working day can be deferred to a later date to recognize a related event (i.e. celebration of life, funeral service, religious/cultural event and/or to attend to an estate matter) within a 12-month period of the death.

An Employee shall be granted one (1) working day of Leave without loss of wages and without loss of seniority in the event of a death of an aunt, uncle, niece or nephew or spouse's grandparents.

17.05 Jury or Witness Duty

An employee summoned for Jury Duty or subpoenaed as a Crown witness shall be allowed the necessary time off work for such service. The employee shall be paid at the employee's straight time hourly rate for normally scheduled hours of work missed because of the Jury Duty or attendance as a Crown witness, provided the employee pays the Employer any fees received by the employee for such service. The employee will present proof of service and the amount of pay received if requested to do so.

17.06 If not selected to sit on a jury or perform witness service, the Employee shall forthwith report to their Supervisor and commence work.

17.07 Dependent Leave

In case of an illness of an Employee's immediate family member where no one other than the Employee is at home and capable of providing for the needs of the ill person, an Employee may use days from the Casual Illness day provisions found in this Collective Agreement to care for the ill person.

For the purpose of this Article, immediate family member shall include spouse or partner, common-law spouse, child(s), step child(s), mother, father, father-in-law, mother-in-law, brother, sister, grandparent of the Employee.

The Employee must reside with immediate family member or the Employee is the primary caregiver of the immediate family member.

17.08 General Leave

The Employer may grant leave of absence without pay and without loss of seniority to any Employee requesting such leave for good and sufficient cause. Such requests are to be in writing and approved by the Employer. Such approval shall not be unreasonably withheld.

17.09 Pregnancy, Parental and Adoption Leave

- a) Pregnancy Leave, Parental and Adoption Leave shall be granted in accordance with the Employment Standards Act, except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.
- b) The Employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. At such time, the Employee shall furnish the Employer with the certificate of a legally qualified medical practitioner stating the expected birth date.
- c) The Employee shall confirm her intention to return to work on the date originally approved in b) above by written notification received by the Employer at least two (2) weeks in advance thereof.
- d) Credits for service and seniority shall accumulate while an Employee is on Pregnancy/Parent and Adoption Leave except for the calculation of the probationary period.
- e) Parental Leave ends sixty-three (63) weeks after it began or sixty-one (61) weeks for mothers who have taken Pregnancy Leave, or on an earlier date if the Employee has given the Employer at least four (4) weeks' written notice of the date of the Employee's intention to return to work. An Employee who is not entitled to Pregnancy Leave under a) above, may extend parental leave for a period of up to twelve (12) months or eighteen (18) months.
- f) An Employee who has given notice to begin Pregnancy Leave or Parental Leave may change the notice to an earlier date on giving at least two (2) weeks' written notice before the earlier date, or to a later date on giving written notice at least two (2) weeks prior to the date the leave of absence was originally to begin.
- g) Parental Leave and Pregnancy Leave ends on the day following the end of the permitted leave of absence or on four (4) weeks' notice given by the Employee of the intention to return after Pregnancy or Parental Leave.
- h) During the Pregnancy Leave and Parental Leave, the Employer shall continue to pay its portion of the premiums necessary to maintain those Benefit Plans in which the Employee was enrolled for enrolment unless the Employee elects to withdraw from such Benefit Plans during the Pregnancy or Parental Leave.
Vacation & sick day credits will be pro-rated in the year in which the Employee returns from maternity/parental leave.

- i) Seniority continues to accrue during pregnancy, parental or adoption leave.
- j) At the conclusion of Pregnancy Leave, Parental Leave or Adoption Leave the Employee shall be reinstated to the Employee's former position, if it still exists, or to a comparable position if the Employee's original position no longer exists.

For the purpose of Article parent shall be defined to include a person with whom a child is placed for adoption and a person who is in relationship of some permanence with a parent of a child and who intends to treat the child as their own.

17.10 Other Leaves of Absence as Defined in the Employment Standards Act

Employees shall be eligible for all leaves of absence as designated under the Employment Standards Act (ESA), including, but not limited to Pregnancy and Parental Leave, Family Responsibility Leave, Family Caregiver Leave, Family Medical Leave, Critical illness Leave, Child Death Leave, Crime-Related Child Disappearance Leave, Domestic or Sexual Violence Leave, Emergency Leave, Organ Donor Leave and Reservist Leave.

ARTICLE 18 – WAGES

- 18.01 The Employer shall pay salaries and wages every second Thursday in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each pay day each Employee shall be provided with an itemized statement of their wages and deductions.

ARTICLE 19 – EMPLOYEE BENEFIT PLAN

19.01 Pension (OMERS)

The Employer agrees to continue participation in the Ontario Municipal Employees Retirement Plan as provide by the Ontario Municipal Employees Retirement Systems Act.

19.02 Hospital and Medical Insurance

The Employer shall pay one hundred percent (100%) of the premium for the Group Insurance Plan for permanent Employees as outlined in the (Group #28783) or equivalents. The Employer shall pay one hundred percent (100%) of the premium for the Dental Plan (Industrial Alliance) with the current O.D.A. Fee Schedule to take effect within sixty (60) days of ratification.

19.03 Vision Care

- (a) The Employer shall pay one hundred percent (100%) of the premium cost of a Vision Care Plan which provides coverage every twenty-four (24) months. This coverage will be effective within sixty (60) days of ratification and will include the following benefit amounts:

- Effective January 1, 2026: six hundred dollars (\$600.00)
 - Effective January 1, 2027: six hundred and fifty dollars (\$650.00)
 - Effective January 1, 2028: seven hundred dollars (\$700.00)
- (b) The Employer shall pay one hundred and fifty dollars (\$150.00) towards the cost of eye examinations every twenty-four (24) months.

19.04 Dental Care

- a) Major restorative at eighty (80%) co-pay to annual maximum of two thousand and five hundred dollars (\$2500.00) per person to include major service (caps, denture, crown, bridges, and implants) per calendar year.
- b) Orthodontic coverage at fifty (50%) reimbursement to maximum of two thousand dollars (\$2000.00) (under 18) per person.

19.05 Professional Services

An increase to Physiotherapy, Massage and Chiropractor is outlined below:

All other Paramedicals (professional fee reimbursement) previously agreed to and outlined in IA Policy #28783 remain in force. No per visit maximums.

Effective January 1, 2026 Physiotherapy, Massage and Chiropractor to a maximum of eight hundred dollars (\$800).

Effective January 1, 2027 Physiotherapy, Massage and Chiropractor to a maximum of to eight hundred and fifty dollars (\$850).

Effective January 1, 2028 Physiotherapy, Massage and Chiropractor to a maximum of nine hundred dollars (\$900).

19.06 Hearing Care

The Employer shall provide hearing coverage for all Employees in the amount of one thousand dollars (\$1000.00) every three (3) years.

19.07 In the event of a change in any insurance carriers of benefits referred to in this Agreement or any major benefit affecting the Employees in the bargaining unit, the Employer shall notify and meet with the Union in advance of any change to discuss same.

19.08 Employees shall be provided with major Medical Insurance, one dollar (\$1.00) deductible per prescription, with I.D. cards.

19.09 The insurance coverage referred to in Article 19 and Article 20 of this Agreement is governed at all times by the provisions of the Master Insurance Plans in effect between the Corporation of the Township of Hamilton and the insurance carrier. It is the sole obligation of the Employer to pay the required premiums to maintain the coverage set out in these Plans.

19.10 E.I. Rebate

In recognition of the costs of benefits established under this Collective Agreement, it is agreed that the Employee's share of any rebate will be applied toward the cost of these benefits.

19.11 Employee and Family Assistance Program (EFAP)

Employee and Family Assistance Program, (EFAP), will be provided by the Employer as long as the program is offered by the Municipality.

19.12 Definition of "Common-Law Partner"

"Common-Law Partner" is as defined by our insurance company. As of June 2015, the definition is a person who is not your spouse, with whom you are living in a marital relationship for a least twelve (12) continuous months.

19.13 Benefits for Retirees

Employees who retire on an unreduced pension from the Ontario Municipal Employee's Retirement System [OMERS] and who are enrolled in the Township's group benefit plans at the time of retirement, may continue to participate in the Extended Health benefits plan including drugs, dental and vision care to age sixty-five [65].

Early retirees are also entitled to a life insurance policy of \$20,000.00. They shall not be entitled to long- or short-term disability, accidental death or WSIB.

The full cost of these benefits will be at the Township's cost.

ARTICLE 20 – SICK LEAVE

20.01

| | |
|--------------------------------|----------------------------------|
| Less than 3 months | Unpaid |
| 3 months but less than 2 years | 2 weeks @ 100% 15 weeks @ 75% |
| 2 years but less than 3 years | 3 weeks @ 100% 14 weeks @ 75% |
| 3 years but less than 4 years | 4 weeks @ 100% 13 weeks @ 75% |
| 4 years but less than 5 years | 8 weeks @ 100% 9 weeks @ 75% |
| 5 years but less than 6 years | 12 weeks @ 100% 5 weeks @ 75% |
| 6 years and over | 17 weeks @ 100 % |

The above disability benefit is effective commencing the third (3rd) day of absence due to illness or disability provided a medical certificate is given to the Employer certifying that the absence is for medical reasons and giving a prognosis for return to work. The Employer reserves the right to require an Employee to take a medical examination by a doctor mutually agreed by the Township and the Union in order to receive these benefits. In the absence of mutual agreement, The Township may appoint the doctor. The days credited to each Employee under this Article may be used in one-hour increments for the purpose of attending medical appointments.

20.02 Casual Illness/Medical Leave Days

In addition to the above coverage, there will be eight (8) days (56/64 hours) per calendar year allowed for casual illness or medical appointments not covered by the above provision. A casual illness or non-compensable accident is defined as one that lasts for a period of three (3) days or less. There shall be no carry over of these days from one year to the next.

Permanent part-time employees shall be credited with three (3) days (21/24 hours) on January 1st of each year to cover loss of wages on those days when an Employee is not able to work because of a casual illness or non-compensable accident.

20.03 Workers' Compensation Workplace Safety and Insurance Board [WSIB] Top-up

The Employer shall pay an Employee the difference between Worker's Compensation and the employee's net regular pay for a period of seventeen (17) weeks when an Employee is in receipt of workers compensation.

20.04 Long-Term Disability

The Employer shall implement a long-term disability benefit which shall pay sixty-six and two thirds (66 2/3) of an Employee's monthly earnings, up to a maximum of \$2,500.00 per month. The cost of the Plan is to be borne by the Employer. Long-term disability shall begin after a waiting period of seventeen (17) weeks and may be payable to age sixty-five (65).

ARTICLE 21 – JOB POSTING

21.01 Where a vacancy occurs or a new position is created by the Employer, inside the bargaining unit, the Employer agrees to post notice of the vacancy or new position on the bulletin boards provided in accordance with Article 21.02 herein for a period of five (5) working days in order that all Employees will know about the vacancy, or new position, and be able to make written application therefore within the five (5) day period. Should a vacancy occur or a new position be created by the Employer, outside the bargaining unit, the Employer agrees to post a notice of the vacancy, or new position, on the bulletin board at the same time as it advertises the new position or vacancy.

The Employer may advertise externally at the same time as internal vacancies or new positions are posted for bargaining unit positions. Internal candidates will be given interviews prior to any outside applicants.

21.02 Information Postings

Such notice shall contain the following information: Nature of the position, qualifications, required knowledge and educational skills, shift (if applicable), wages or salary rate or range.

21.03 If the Employer, upon reviewing the applications, considers that the qualifications, skills and ability of the applicant or any of them are relatively equal, the senior Employee concerned shall be given preference.

ARTICLE 22 – CLOTHING AND MAINTENANCE OF SAME

22.01 Upon presentation of receipt, Public Works Employees and Facility Operators will be reimbursed to a maximum of three hundred dollars (\$300.00) per calendar year for CSA approved work boots.

22.02 All personal safety clothing and uniform will be bulk purchased by the Employer at a minimum of once per calendar year to a maximum of \$250.00 per employee per calendar year.

22.03 Any other employee who requires CSA approved work boots to safely perform the duties and responsibilities of their position, should make application to their manager and the request will not be unreasonably denied.

22.04 A separate cheque or Electronic Funds Transfer (EFT) will be issued for the purpose of Section 22.01.

- 22.05 Upon presentation of receipt, the Township Building Inspector/By-Law Enforcement Officer shall be reimbursed to a maximum of three hundred dollars (\$300.00) once a year towards the purchase of approved safety boots.
- 22.06 The Employer will provide protective personal clothing including: safety shirts, winter coats, hoodies, overalls and pants and the Union Employees agree to wear this clothing in the proper manner.
- 22.07 The Employer will provide orange safety shirts, safety helmets, gloves, ear protective wear, winter coats, hoodies and pants, for use of all Parks and Facilities Employees.
- 22.08 The Employer will provide Office Staff and the Recreation Programmer annually with Township-branded professional clothing, up to a value of one hundred dollars (\$100.00). The clothing will be selected from approved items that display the Township logo to promote a professional and consistent image. Office staff will be given the opportunity to choose from available options once per year.

ARTICLE 23 – GENERAL PROVISIONS

23.01 Meals Allowance

An Employee requested to work and working at least three (3) consecutive hours *beyond their normal daily work hours*, shall be allowed a one-half (1/2) hour meal break and receive twenty dollars (\$20.00) as a meal allowance for that day. This means that where an employee is called in to start work early, such as 4:00 AM, and is requested to subsequently work an additional three (3) hours beyond their regular number of daily winter hours (8.75 hours) or summer hours (10 hours) that day, the employee would be entitled to one-half (1/2) hour meal break and receive twenty dollars (\$20.00) as a meal allowance for that day. If the Employee chooses to work additional hours at the end of their day, then the meal allowance provision - monetary payment or paid break - does not apply.

23.02 Bulletin Board

The Employer shall provide a bulletin board in the Township's garage, office and arenas upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the Employees. No notice will be posted without prior consent of the Chief Administrative Officer or designate.

23.03 Payment of Wages

When an Employee is temporarily assigned to the majority of the duties of a higher paying position they shall receive the higher rate for the job providing a minimum of one full day is worked in that position.

When an Employee is temporarily assigned to a position paying a lower rate, their rate shall not be reduced. This shall not apply to a bumping situation in the event of reduction of workforce or where the assignment is to accommodate the Employee.

Any Employee assigned to Lead Hand duties shall be paid two dollars (\$2.00) per hour over that Employee's base rate of pay for all hours assigned to such duties.

23.04 Direct Deposit Plan for Payroll

The Employer has implemented a Direct Deposit Plan for payroll.

23.05 Work of the Bargaining Unit

Employees excluded from the bargaining unit shall not take on work normally performed by Employees within the bargaining unit for the purpose of causing the layoff or discharge of such Employees, a reduction in the number of Employees, or a reduction in the standard hours of work or available overtime hours as per Article 14.

23.06 Job Evaluation System

The parties will follow the signed Job Evaluation Agreement process to evaluate or re- evaluate jobs.

23.07 Legal Counsel

The Employer will pay the necessary and reasonable fees of Legal Counsel to represent any Employee who may be sued in a civil action or charged with a criminal offence while acting in their capacity as an Employee of the Township of Hamilton provided such suit or charge is dismissed and the Employee was acting in good faith at the time of the incident giving rise to the civil action or charged with a criminal offence. The Employer shall choose the Counsel to represent the Employees who may be involved after consulting with representatives of the Union.

23.08 Amalgamation and Merger Protection

In the event the Municipality merges or amalgamates with any other Municipal body, the Municipality undertakes to ensure:

1. Employees shall be credited with all seniority rights with the new Municipality.
2. All service credits relating to vacations with pay, sick leave credits and all other benefits shall be recognized by the new Municipality.
3. All work and services presently performed by CUPE members shall continue to be performed by CUPE members with the new Municipality.
4. Preference in location of employment in the merged Municipality shall be on the basis of seniority.

23.09 The Employer agrees to pay all costs on behalf of all Public Works Employees who are required by the Ministry of Transportation to be retested and any medicals required to maintain their drivers licences "A", "D" and "Z" endorsements.

23.10 The Township agrees to pay the following renewal licences for Employees working in the Mechanic Classification:

- Mechanic Truck and Coach

- 23.11 Upon presentation of receipts, the Employer will reimburse the permanent full time Mechanic for their expenses up to seven hundred and fifty dollars (\$750) per calendar year, and the permanent part-time Mechanic for their expenses up to five hundred dollars (\$500.00) per calendar year, for the purchase of their tools that are required for them to perform their duties.
- 23.12 Parks and Facilities Employees who obtain and maintain their Certified Ice Technician (CIT) certification will receive an additional one dollar (\$1.00) per hour for all hours worked within the Parks and Facilities department.

Employees who transfer to another position within the organization, where the CIT certification is not a requirement of the job, will no longer be eligible for this premium. Upon receipt, the Employer agrees to reimburse Parks and Recreation employees the cost of an individual membership in ORFA, if required as part of maintaining their CIT certification.

ARTICLE 24 – PERFORMANCE EVALUATION

- 24.01 All Employees shall participate in the performance evaluation process. The process will emphasize ongoing, collaborative discussions between the Employer and the Employee. These conversations focus on how the Employee will contribute to their departmental goals and include a two-way dialogue about what support or resources the Employer can provide to help the Employee succeed. The Employee will be given up to five (5) days to read, review and sign the final evaluation.
- 24.02 The evaluation form shall provide for the Employee's signature to indicate that the Employee has read and accepts the evaluation.
- 24.03 An Employee evaluation shall not be changed after an Employee has signed it, without the knowledge of the Employee.
- 24.04 An Employee shall receive a copy of their evaluation and a copy will form part of the Employees human resources file.
- 24.05 All performance evaluations shall be carried out in a confidential manner.

ARTICLE 25 – LABOUR-MANAGEMENT COMMITTEE

- 25.01 A Labour Management Committee shall be set up to discuss topics of general interest and overall conditions in the Township. Its purpose will be to provide an outlet for the exchange of ideas between the Employer and its Employees on matters of general interest and it shall, from time to time, as it sees fit, make recommendations which will make for a greater degree of cooperation and understanding between the Parties concerned. The Labour Management Committee shall meet every two (2) months or as required. An agenda of the subjects to be discussed will be submitted at least five (5) working days before the day agreed upon for the meeting.

25.02 The Committee is to be composed of mutually agreeable representation from the Union and Management.

ARTICLE 26 – HEALTH AND SAFETY

26.01 The Employer, the Union and the Employees agree to adhere to the provisions of the Occupational Health and Safety Act and will exercise due diligence in the investigation of all accidents/incidents.

ARTICLE 27 – TERM OF AGREEMENT

27.01 This Agreement shall remain in effect from January 1, 2026 until December 31, 2028 and will continue in force from year to year thereafter unless written notice shall be given by one party to the other within ninety (90) days prior to the termination date or the anniversary date of any subsequent extension, that it is desired to Terminate or amend the Agreement.

Dated this 6th day of March, 2026.

FOR THE EMPLOYER

B. Gillies
Brier Gillies (Mar 9, 2026 06:19:12 EDT)

Daphne Livingstone

Marga Dunn

FOR THE UNION

J. Raymond
Tara Raymond (Mar 6, 2026 11:07:10 EST)

Mitchell Halley
Mitchell Halley (Mar 17, 2026 11:06:59 EDT)

Robert Parsons
Robert Parsons (Mar 12, 2026 22:14:29 EDT)

Bryer Maclean
Bryer Maclean (Mar 17, 2026 11:10:09 EDT)

Julie O'Brien

KG/COPE491

SCHEDULE A – PUBLIC WORKS DEPARTMENT**Schedule “A” – Public Works****Effective January 1, 2026**

| Classification | Weekly Hours | 2026 Hourly | 2027 Hourly | 2028 Hourly |
|--|---------------------|--------------------|--------------------|--------------------|
| Mechanic | 40 | 39.40 | 41.07 | 42.82 |
| Water Operator Class III*** | 40 | 34.48 | 35.94 | 37.47 |
| Water Operator Class II | 40 | 34.21 | 35.67 | 37.18 |
| Water Operator Class I | 40 | 33.35 | 34.77 | 36.25 |
| Heavy Equipment Operator | 40 | 32.62 | 34.01 | 35.46 |
| PPT Water Technician | 40 | 31.90 | 33.26 | 34.67 |
| General Labourer | 40 | 31.19 | 32.52 | 33.90 |
| | | | | |
| Night Patrol: Above Heavy Equipment Base Rate | | 2.00 | 2.00 | 2.00 |
| Lead Hand – Roads: Above Heavy Equipment Base Rate | | 2.00 | 2.00 | 2.00 |
| Lead Hand – Water: Above Water Operator Class II Base Rate | | 2.00 | 2.00 | 2.00 |

*** Any Water Operator possessing a Class III license will receive an additional seventy (\$0.70) per hour, if and when the Employer requires Class III license for the operations of its water facilities.

SCHEDULE A – PARKS AND FACILITIES DEPARTMENT

Effective January 1, 2026

| Classification | Weekly Hours | Start Hourly | 6 Mths Hours | 1 Yr Hourly | 2 Yrs Hourly | 3 Yrs Hourly | 4 Yrs Hourly |
|-------------------------------|---------------------|---------------------|---------------------|--------------------|---------------------|---------------------|---------------------|
| Parks and Facilities Operator | 40 | 26.75 | 28.01 | 28.64 | 29.37 | 29.99 | 30.61 |
| Recreation Programmer | 35 | 31.90 | 33.62 | 34.54 | 35.42 | 36.35 | 37.25 |

Effective January 1, 2027

| Classification | Weekly Hours | Start Hourly | 6 Mths Hours | 1 Yr Hourly | 2 Yrs Hourly | 3 Yrs Hourly | 4 Yrs Hourly |
|-------------------------------|---------------------|---------------------|---------------------|--------------------|---------------------|---------------------|---------------------|
| Parks and Facilities Operator | 40 | 27.89 | 29.20 | 29.86 | 30.62 | 31.26 | 31.91 |
| Recreation Programmer | 35 | 33.26 | 35.05 | 36.01 | 36.93 | 37.89 | 38.83 |

Effective January 1, 2028

| Classification | Weekly Hours | Start Hourly | 6 Mths Hours | 1 Yr Hourly | 2 Yrs Hourly | 3 Yrs Hourly | 4 Yrs Hourly |
|-------------------------------|---------------------|---------------------|---------------------|--------------------|---------------------|---------------------|---------------------|
| Parks and Facilities Operator | 40 | 29.08 | 30.44 | 31.13 | 31.92 | 32.59 | 33.27 |
| Recreation Programmer | 35 | 34.67 | 36.54 | 37.54 | 38.50 | 39.50 | 40.48 |

SCHEDULE A – OFFICE EMPLOYEES**Effective January 1, 2026**

| Pay Grade | Classification | Weekly Hours | Start | 6 Mths Hourly | 1 Yr Hourly | 2 Yrs Hourly | 3 Yrs Hourly | 4 Yrs Hourly |
|------------------|---|---------------------|--------------|----------------------|--------------------|---------------------|---------------------|---------------------|
| 7 | | 35 | 39.10 | 41.23 | 42.40 | 43.55 | 44.73 | 45.84 |
| 6 | Property Tax & Water Revenue Analyst | 35 | 36.71 | 38.57 | 39.69 | 40.79 | 41.89 | 42.97 |
| 5 | Building Inspector By-Law Enforcement Officer Planning Coordinator Accounting Clerk Financial Analyst | 35 | 34.36 | 36.39 | 37.33 | 38.20 | 39.22 | 40.15 |
| 4 | | 35 | 31.90 | 33.62 | 34.54 | 35.42 | 36.35 | 37.25 |
| 3 | Planning Secretary Treas. | 35 | 29.40 | 30.94 | 31.80 | 32.67 | 33.39 | 34.14 |
| 2 | Customer Service Representative Administrative Assistant – Public Works | 35 | 27.16 | 28.66 | 29.38 | 30.23 | 30.93 | 31.64 |

Effective January 1, 2027

| Pay Grade | Classification | Weekly Hours | Start | 6 Mths Hourly | 1 Yr Hourly | 2 Yrs Hourly | 3 Yrs Hourly | 4 Yrs Hourly |
|------------------|---|---------------------|--------------|----------------------|--------------------|---------------------|---------------------|---------------------|
| 7 | | 35 | 40.76 | 42.98 | 44.20 | 45.40 | 46.63 | 47.79 |
| 6 | Property Tax & Water Revenue Analyst | 35 | 38.27 | 40.21 | 41.38 | 42.53 | 43.67 | 44.80 |
| 5 | Building Inspector By-Law Enforcement Officer Planning Coordinator Accounting Clerk Financial Analyst | 35 | 35.82 | 37.94 | 38.92 | 39.82 | 40.89 | 41.86 |
| 4 | | 35 | 33.26 | 35.05 | 36.01 | 36.93 | 37.90 | 38.83 |
| 3 | Planning Secretary Treas. | 35 | 30.65 | 32.25 | 33.15 | 34.06 | 34.81 | 35.59 |
| 2 | Customer Service Representative Administrative Assistant – Public Works | 35 | 28.31 | 29.88 | 30.63 | 31.51 | 32.25 | 32.98 |

Effective January 1, 2028

| Pay Grade | Classification | Weekly Hours | Start | 6 Mths Hourly | 1 Yr Hourly | 2 Yrs Hourly | 3 Yrs Hourly | 4 Yrs Hourly |
|------------------|---|---------------------|--------------|----------------------|--------------------|---------------------|---------------------|---------------------|
| 7 | | 35 | 42.49 | 44.81 | 46.08 | 47.33 | 48.61 | 49.82 |
| 6 | Property Tax & Water Revenue Analyst | 35 | 39.90 | 41.92 | 43.13 | 44.34 | 45.53 | 46.70 |
| 5 | Building Inspector By-Law Enforcement Officer Planning Coordinator Accounting Clerk Financial Analyst | 35 | 37.34 | 39.55 | 40.57 | 41.51 | 42.63 | 43.64 |
| 4 | | 35 | 34.67 | 36.54 | 37.54 | 38.50 | 39.51 | 40.48 |
| 3 | Planning Secretary Treas. | 35 | 31.95 | 33.62 | 34.56 | 35.51 | 36.29 | 37.10 |
| 2 | Customer Service Representative Administrative Assistant – Public Works | 35 | 29.51 | 31.15 | 31.93 | 32.85 | 33.62 | 34.38 |

LOU #1-2026 Art. 24.02 Job Evaluation Committee

LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE TOWNSHIP OF HAMILTON

AND

CUPE LOCAL 3019

Re: Article 24.02 Joint Job Evaluation Committee

WHEREAS the Township of Hamilton and CUPE local #3019 agreed to the Collective Agreement dated January 1, 2026 - December 31, 2028.

AND WHEREAS the CUPE Collective Agreement Article 24.02 state the following: The parties will follow the signed Job Evaluation Agreement process to evaluate or re-evaluate jobs.

NOW THEREFORE the Employer and CUPE Local #3019 agree the following: Within one (1) year of ratification of this Collective Agreement, the Parties agree to establish a Joint Job Evaluation Committee (J.J.E.C.) and develop specific Job Evaluation Terms of Reference, guided by the Existing Pay Equity Terms of Reference Framework.

Dated this 6th day of March, 2026.


FOR THE EMPLOYER



 Brian Gilmer (Mar 9, 2026 08:49:12 EDT)


Daphne Livingstone


Marga Duan

FOR THE UNION


 Tara Raymond (Mar 6, 2026 11:07:10 EST)


 Michel Hainey (Mar 17, 2026 11:06:59 EDT)


 Robert Parsons (Mar 12, 2026 22:14:29 EDT)


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