

COLLECTIVE AGREEMENT

BETWEEN:



THE TOWNSHIP OF MACHAR

-and-

CUPE / *Canadian Union
of Public Employees*

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 4616-04**

Term: January 1, 2026, to December 31, 2029

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ARTICLE 1

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

ARTICLE 2 – MANAGEMENT RIGHTS

- 2.01** The Employer retains the right to manage its operations and to direct the work of employees, including the right to hire, promote, transfer and lay off employees subject to the provisions of this Agreement, and to discipline, suspend, demote, or discharge an employee subject to the right of employees with seniority to grieve the just cause for same.
- 2.02** The Employer has the right to make and alter, from time to time, rules and regulations to be observed by employees provided that such rules and regulations are not inconsistent or contrary to the terms of this Agreement.

The Employer will provide the Union with a copy of any new or revised policy at the time of introduction to the employees.

- 2.03** The Employer agrees that these rights will be exercised in a manner consistent with the provisions of this Agreement and a claim that the Employer has exercised any of these rights in a manner inconsistent with any provision of this Agreement may be the subject of a grievance.

ARTICLE 3 – DEFINITIONS

Full-time employee – Any person normally scheduled to work for more than twenty-four (24) hours per week on a regular basis.

Part-time employee – Any person who is normally scheduled to work twenty-four (24) hours or less per week.

Casual employee – Any person hired to temporarily fill the position of an absent employee, to fill a temporary vacancy or who is called in to work as required.

ARTICLE 4 – UNION REPRESENTATION

4.01 Recognition

The Employer recognizes the Canadian Union of Public Employees and its Local 4616-04 as the sole and exclusive collective bargaining agent for all employees employed by The Corporation of the Township of Machar in the District of Parry Sound save and except the Clerk Administrator, committee secretary, supervisors and

persons above the rank of supervisor and students employed during the school vacation period.

4.02 No Other Agreements

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

4.03 Right of Fair Representation

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

4.04 Union Officers and Committee Members

The Union and the employees covered by this Agreement will not hold meetings, nor engage in other activities, on the premises of the Employer, or during working hours, without the prior permission of the Employer, except as permitted by this Agreement. For the purpose of this Article, union officers will not lose regular pay or benefits for all time spent in meetings with the Employer dealing with grievances, subject to Article 20.02.

ARTICLE 5 – NO DISCRIMINATION

5.01 Employer Shall Not Discriminate

The Employer agrees that there shall be no discrimination exercised or practiced with respect to any employee in the matter of hiring, assigning wage rate, training, upgrading, promotion, transfer, layoff, recall, discipline, classification, discharge or any other action by reason of age, race, creed, colour, ancestry, national origin, religion, political affiliation or activity, sexual orientation, sex, marital or parental status, family relationship, place of residents, handicap, nor by reason of their membership or activity in the Union or any other reason.

5.02 The Employer and the Union jointly affirm that every employee shall be entitled to a respectful workplace. The environment must be free of behaviours such as discrimination, harassment, disruptive workplace conflict and disrespectful behaviour.

ARTICLE 6 – UNION SECURITY

6.01 The Employer agrees during the life of this Agreement to deduct from the wages of employees in the bargaining unit the regular union dues initiation fees or assessments levied by the Union on its members and to remit same to the Secretary-Treasurer of

the National Union not later than the fifteenth (15th) day of the month following the month for which such deductions were made.

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

- 6.02** The Union shall advise the Employer in writing of the amount of the regular union dues. Any changes in the amount of the regular union dues shall be communicated to the Employer in writing and shall become effective the month following receipt of such notice by the Employer.
- 6.03** The Union shall indemnify and save harmless the Employer, its agents and/or employees acting on behalf of the Employer from any and all claims, arising out of the collection or attempted collection, custody of and/or account of such authorized dues.
- 6.04** The Employer shall indicate the amount of Union dues paid by each Union member during the previous year on the T-4 income tax receipts.

ARTICLE 7 – NEW EMPLOYEES

- 7.01** The Employer agrees to acquaint new employees with the fact that a Union agreement is in effect, give the employee a copy of the current Collective Agreement. The Employer shall advise the employee of the name of the employee's steward.
- 7.02** On commencing employment, the employee's immediate supervisor shall introduce the new employee to his/her Union Steward or Representative. At a time agreed to by the Employer, an officer of the Union shall be given an opportunity to meet with each new employee within regular working hours, without loss of pay, for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting the new employee with the benefits and duties of union membership, his/her responsibilities and obligations to the Union and explaining the conditions of employment set out in the article dealing with Union security and dues check-off.

ARTICLE 8 – CORRESPONDENCE

8.01 Correspondence

All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Clerk Administrator or his/her designate and the Recording Secretary of the Local or his/her designate.

ARTICLE 9 – LABOUR MANAGEMENT CONCERNS

- 9.01** If required, the parties agree to meet at a mutually agreeable time and place to discuss issues of common interest but not grievances.

ARTICLE 10 – BARGAINING COMMITTEE

10.01 Negotiating Committee

The Employer acknowledges the right of the Union to select two (2) employees to form the Negotiating Committee. It shall be the Negotiating Committee's function to meet with the Employer to amend or to negotiate the renewal of this Agreement. Upon mutual consent and when necessary, employees shall suffer no loss of pay for attendance at meetings with the employer during the employee's scheduled hours of work up to and including conciliation, subject to Article 21.02.

10.02 Requests for Information

Within thirty (30) days of a request by the Union, the Employer shall make available to the Union any information required by the Local Union relating to job descriptions, job postings in the bargaining unit, job classifications, wage rates, a breakdown of point ratings in job evaluation, if any, and documents required or collective bargaining purposes.

10.03 Definition of Grievance

A grievance shall be defined as a difference arising between the parties with regard to the administration, meaning, interpretation, application or alleged violation of this Agreement.

10.04 Complaint

- a) It is the mutual desire of the parties hereto that complaints of employees shall be resolved as quickly as possible.
- b) It is understood that an employee has no grievance until they have first given their immediate Supervisor the opportunity of resolving their complaint.
- c) If an employee has a complaint, such complaint shall be discussed with their immediate Supervisor within seven (7) working days after the circumstances giving rise to the complaint occurred or out reasonably to have come to the attention of the employee.
- d) If the immediate Supervisor is unable to resolve a complaint to the employee's mutual satisfaction with seven (7) working days of the immediate Supervisor being advised of the complaint, the Union may proceed with the grievance procedure within seven (7) working days following the decision of the immediate Supervisor.

10.05 Grievance Stages

If the complaint described in article 10.04 is not settled to the satisfaction of the employee concerned, the Union may file a grievance in the following manner and sequence:

Step 1

Within seven (7) working days of receiving the decision of the immediate Supervisor, the steward will submit a grievance, in writing to the immediate Supervisor. The grieving employee(s) together with the steward shall present the grievance to the immediate Supervisor at a meeting held within ten (10) working days of the receipt of such grievance. The immediate Supervisor shall communicate their position in writing to the employee within seven (7) working days of such meeting.

Step 2

If the matter is not settled at Step 1, then, within seven (7) working days of the immediate Supervisor's reply, the union may submit the written grievance to the Human Resources Committee of Council. In such case, a meeting shall be held between a minimum of one (1) member of the Human Resources Committee of Council, the immediate Supervisor, the Union Steward and the employee within fourteen (14) working days of the submission of the grievance at Step 2. The Union and the Employer will have the opportunity to have outside representation in attendance at such meeting.

The Employer shall provide its reply within fourteen (14) working days of the Step 2 meeting.

If the matter is not disposed of at such meeting, either party may proceed to arbitration as provided in Article 11 at any time within fourteen (14) working days of the final decision in Step 2. If no such written request for arbitration is received within the time limits, the grievance shall be deemed to have been abandoned.

10.06 Policy Grievance

A policy grievance is defined as one which alleges a misinterpretation or violation of this Collective Agreement.

A Union policy grievance or Employer policy grievance may be submitted to the Employer or the Union, as the case may be, within seven (7) working days of the circumstances giving rise to the grievance. Such grievance may be originated at Step 2 of the Grievance Procedure.

It is understood that the provisions of this article may not be used by the Union to institute a grievance directly affecting an employee which such employee could himself institute and the provisions of Article 10.05 shall not thereby be bypassed.

10.07 Group Grievance

A group grievance is defined as a single grievance filed on behalf of a group of employees who have the same complaint. A group grievance may be filed at Step 2 of the Grievance Procedure.

10.08 Discharge Grievance

A grievance involving the discharge of an employee who has successfully completed their probationary period must be reduced to writing and originated under Step 2 within seven (7) working days of the employee being notified of their discharge. The nature of the grievance, the remedy sought, and the section or sections of this Agreement which are alleged to have been violated must be set out in the grievance which shall be signed by the employee.

10.09 Replies to Grievances

Replies to grievances shall be in writing.

10.10 Stewards

The Employer agrees to recognize no more than two (2) employees as stewards for the purpose of representing employees. Stewards shall be selected by and from amongst employees in the bargaining unit and, once selected, the Union shall notify the Employer of the names of the stewards in writing. The Employer shall not be required to recognize any such stewards until it has been so notified.

Representative of the Union and the grievor shall not suffer any loss of regular pay or benefits for time spent during regular working hours in the grievance procedures set out in Article. It is understood that union officers and the grievor will only be paid for time spent with the Employer, excluding arbitrations.

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

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

ARTICLE 11 – ARBITRATION

11.01 If a satisfactory settlement of the grievance is not reached, either party may refer the matter to arbitration by written notice to the other party within ten (10) working days of the receipt of the answer at Step 2 of Article 10.05.

11.02 For the purpose of the arbitration of matters in dispute arising out of this Agreement, the arbitration shall be handled by a single arbitrator who shall be chosen by the parties by agreement within twenty (20) working days or longer by mutual agreement.

11.03 Either party may request the Minister of Labour for the Province of Ontario to appoint the arbitrator if they cannot agree. No person may be appointed as arbitrator who has been directly involved in attempts to negotiate or settle the grievance.

11.04 The decision of the arbitrator is final and binding upon the parties.

11.05 It is understood and agreed that the arbitrator shall not have the power to change this Agreement or to alter, modify or amend any of its provisions or make any decision contrary to the provisions of this Agreement. However, the arbitrator shall have the power to modify penalties or dispose of a grievance by any arrangement which they deem just and equitable.

11.06 Expenses of the Arbitrator

Each party shall pay one-half of the fees and expenses of the arbitrator.

11.07 Amending of Time Limit

The Time limits fixed in both Article 10, the grievance procedure, and Article 11, the arbitration procedure, may be extended by agreement of the parties in writing.

11.08 Witnesses

At any stage of the grievance or arbitration procedure, the parties shall be permitted to have the assistance of the employee or employees involved and any necessary employee witnesses.

All reasonable arrangements shall be made to permit the parties or arbitrator to have access to the Employer's premises to view any working conditions that may be relevant to the settlement or hearing of the grievance. It is understood that the party bringing forward the witness will have full responsibility for expenses incurred by the witness including payment for wages of a witness employed by the Employer.

11.09 Grievance Mediation Officer

Notwithstanding the foregoing, the parties hereto may mutually agree to utilize the services of a grievance mediation officer.

ARTICLE 12 – DISCHARGE, SUSPENSION AND DISCIPLINE

12.01 No employee who has completed probation shall be discharged, suspended or disciplined without just cause. An affected employee and the Union shall be advised promptly in writing by the Employer of the reason for such action.

12.02 In the event that an employee who has completed the probationary period is to receive discipline in a meeting, the employee shall be notified in advance of the purpose of the meeting and the right to have Union representation at such meeting.

12.03 In instances where an employee has been issued discipline by the Employer and no further disciplinary action is required during the following twenty-four (24) month

period, such discipline shall be removed from the employee's record and will not be used by the Employer when considering any future disciplinary action.

- 12.04** a) Upon request and at a time mutually agreed to by the parties, an employee shall have the right to examine their personnel file.
- b) An employee, upon request in writing, shall be provided with a copy of any document contained in their personnel file. The employee may be required to pay the costs associated to the copying of such material.

ARTICLE 13 – SENIORITY

13.01 Definition

Seniority for each employee is based upon the length of employment with the Employer since the last date of hire.

13.02 Seniority List

The Employer shall maintain a seniority list showing the current classification and the employee's most recent date of hire. Where two or more employees commence work on the same day, their seniority shall be determined by order of a draw. The first name drawn will be the most senior until the names of all persons tied have been drawn. An up-to-date seniority list shall be sent to the Union and posted on all union designated bulletin boards in January of each year.

13.03 Probation for Newly Hired Employees

An employee shall be considered a probationary employee until the employee has worked a total of eighty (80) days worked within a twelve (12) month period. During the probation period, the employee shall have no seniority rights. It is expressly understood by both parties that during the probationary period an employee shall be considered as employed on a trial basis and may be discharged at any time at the sole discretion of the Employer except where this is a claim that Legislation has been violated.

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

13.04 Loss of Seniority

An employee shall only lose his/her seniority and shall be deemed terminated in the event of the employee:

- a) Quits; (and does not rescind within forty-eight (48) hours).
- b) Is discharged for just cause and not reinstated.
- c) Fails to return to work after completion of a leave of absence without providing a reason satisfactory to the Employer for their failure to do so.

- d) Fails to return to work within ten (10) working days of being sent a recall notice by registered mail to their last recorded address with the Employer.
- e) Is laid off for a period of 24 months from last day of work.
- f) Uses a leave of absence for purposes other than those for which the leave of absence was granted.
- g) Is absent from work for three consecutive days or more without notifying the Employer, or fails to provide a reason satisfactory to the Employer for their failure to notify: or
- h) Engages in gainful employment while on other leave of absence other than unpaid work.

ARTICLE 14 – JOB POSTINGS

14.01 New positions created within the bargaining unit, and vacancies which the Employer intends to fill, shall be posted on the Union’s bulletin boards for a period of seven (7) working days. If no suitable candidate applies, the Employer may fill the position(s) in the manner it determines. In this Article, vacancy shall mean those vacancies anticipated to extend beyond thirty (30) working days.

The Employer shall not be prevented from temporarily filling any position during the initial and/or subsequent posting periods.

14.02 Information in Postings

Such notices shall contain the following information:

Nature of position, functions and responsibilities, qualifications, required knowledge and education, skills, shift, hours of work and wages. Such qualifications and requirements shall be those necessary to perform the job functions and may not be established in an arbitrary or discriminatory manner.

14.03 No Outside Advertising

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

14.04 Role of Seniority in Promotions and Transfers

Both parties recognize:

- 1) The principle of promotion within the service of the Employer.
- 2) That job opportunity should increase in proportion to length of service.

Therefore, in making staff changes, transfers, or promotions within the bargaining unit, appointments shall be made of the applicant with the greatest seniority and having the

required skills, knowledge, and qualifications in accordance with *Article 14.02*. Appointments from within the bargaining unit shall be made within three (3) weeks of posting. The job shall be filled within one (1) week of appointment or at such a time that the vacancy actually occurs.

14.06 Notification to Employee and Union

Within seven working days of the date of appointment to a vacant position, the name of the successful applicant shall be posted on all union designated bulletin boards. The Employer will upon receipt of written request, advise the unsuccessful employee job applicants of the reasons why they were not accepted.

The Union will be notified of all promotions, demotions, hiring, layoff, transfers, recalls, resignations, retirements, deaths or other terminations of employment.

14.07 Training Courses

The Employer will make available any training that it determines to be necessary for the purpose of upgrading skills, or for recertifying skills necessary for the position.

Any training necessary for the position will be mandatory.

In addition, an employee may submit an application for training opportunities related to their position and such requests will be considered by the Employer.

ARTICLE 15 – LAYOFF AND RECALL

15.01 Definition of Layoff

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

15.02 Role of Seniority in Layoffs

Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, employees in the classification affected shall be laid off in the reverse order of seniority. An employee about to be laid off may displace any employee with less seniority providing the employee exercising the right is immediately qualified to perform the work of the employee with less seniority, without training.

15.04 Recall Procedure

The Employer will recall laid off employees in the reverse order of layoff provided that the employee is qualified to perform the work without training.

15.05 No New Employees

New employees shall not be hired until those laid off who are qualified for the available work have been given an opportunity of recall.

15.06 Advance Notice of Layoff

Unless legislation is more favourable to the employees, the Employer shall notify employees who are to be laid off ten (10) working days prior to the effective date of layoff. If the employee has not had the opportunity to work the days as provided in this article, they shall be paid for the days for which work was not made available.

15.07 Grievance on Layoff and Recalls

Grievances concerning layoffs and recalls shall be initiated at Step 2 of the grievance procedure.

15.08 Notice of Recall

A recalled employee must advise the Employer within five (5) working days of the delivery of a Notice of Recall of their intention to return to work within ten (10) working days of being sent such recall notice by registered mail to their last recorded address on file with the Employer.

ARTICLE 16 – HOURS OF WORK

16.01 Regular Hours (Roads)

Subject to Article 16.02, the regular weekly hours of work shall consist of five (5) eight (8) hour days from Monday to Friday inclusive for a total of forty (40) hours worked per week. Subject to Article 16.02, or upon mutual agreement of the parties, the regular daily hours of work shall be between 7:30 a.m. and 4:00 p.m. inclusive of one-half (1/2) hour unpaid meal break.

Any hours worked beyond eight (8) hours in one (1) shift or forty (40) hours in one (1) week shall be considered overtime hours of work and shall be compensated in accordance with Article 17. Overtime hours shall be authorized in advance by the Superintendent or designate.

In particular circumstances where Public Works employees are required to back-fill in another classification, and the Employer endeavors to give twenty-four (24) hours notice, the Employer can alter the regular schedule of the Public Works employees. This change shall be for employees qualified to perform the work, and if there are no volunteers, the Employer shall order the change in schedule, in reverse order of seniority of qualified employees.

The changing of schedules shall not be used for the purpose of avoiding the payment of overtime.

In the case of an unexpected need for road services, Roads employees will be required to perform the necessary work subject to applicable legislative requirements.

16.02 Winter Control Season (Roads)

- a) During the period of November 1 to March 31 only, the Roads employees' starting and finishing times may be adjusted so as to provide for 24-hour coverage for winter maintenance operations only.

Any hours worked in excess of eight (8) hours on one (1) shift, forty (40) hours in one (1) week, or on Saturdays or Sundays shall be compensated at the overtime rate in accordance with Article 17. Overtime hours shall be authorized in advance by the Superintendent or designate.

- b) **Public Works Employees' Winter Bonus**

In further recognition of the Public Works employees' on-call commitment during Winter Control Season, the Employer will give each full-time Public Works employee a bonus of five (5) days based on eight (8) hours per day.

It is further understood that in the event the employee does not attend work after being called in, the bonus will be reduced accordingly by one day.

- c) **Vacation During Winter Control Season**

A full-time Public Works employee shall be permitted to use up to one week's vacation accrual during the winter control season, subject to operational requirements and in accordance with Article 19.02. Vacation requests for this period shall be submitted at least four weeks in advance and will be granted on a first come basis.

16.03 Regular Hours (Clerical/Administration)

The regular weekly hours of work shall consist of five (5) seven (7) hour days from Monday to Friday inclusive, for a total of thirty-five (35) hours of work per week. The regular hours of work shall be between 8:30 a.m. and 4:30 p.m., inclusive of a one (1) hour unpaid lunch.

Any hours worked in excess of seven (7) hours in one (1) day or thirty-five (35) hours in one (1) week shall be considered overtime hours of work and shall be compensated in accordance with Article 17. Overtime hours shall be authorized in advance by the Clerk Administrator or designate.

16.04 Regular Hours (Landfill-Full-time Employees)

The regular weekly hours of work shall consist of forty (40) hours per week.

Where possible, the daily hours of work shall be 8:30 a.m. to 4:30 p.m., inclusive of a half (1/2) hour paid lunch.

Employees shall, however, be required to work flexible hours in order to accommodate the public use of the landfill.

Any hours worked in excess of forty (40) hours per week shall be compensated at the overtime rate in accordance with Article 17. Overtime hours shall be authorized in advance by the Superintendent or designate.

16.05 Reporting Pay Guarantee

An employee reporting for work on his/her regular schedule day of work shall be paid his/her regular rate of pay for the entire period of work, with a minimum of three (3) hours pay.

16.06 Employees required to attend meetings during off hours will receive a minimum two (2) hours per meeting at their regular hourly rate of pay.

16.07 Part-time Daily hours

The daily hours of work for part-time employees shall be scheduled within the daily hours of work of full-time employees in the relevant classifications or departments.

ARTICLE 17 – OVERTIME

17.01 Overtime Defined

Overtime hours are hours worked in excess of the employee's regular hours worked as defined in Article 16 by classification. All overtime hours must be authorized in advance in accordance with Article 16. All overtime hours must be authorized in advance by the Department Head or designate. Employees shall be compensated for any approved overtime hours, at the rate of one and one half (1 ½) times the employee's regular hourly rate of pay for each overtime hour worked, or at the rate of one and one half (1 ½) paid hours off for each overtime hour worked in accordance with Article 17.05.

17.02 Compensation for Work on Paid Holidays not Regularly Scheduled

Work on a paid holiday when the employee was not scheduled to work shall be paid for at the rate of time and one-half (1 ½) times the employee's regular hourly rate of pay for work performed, plus another day off with pay shall be given at a time mutually agreed between the supervisor and the employee.

17.03 Sharing of Overtime

All required overtime and required call-back time will be assigned as equitably as practicable among employees who are willing and qualified to perform the available work.

17.04 Call-Back Pay Guarantee

An employee who is called back and required to work outside his/her regular working hours shall be paid at time and one-half (1.5x) their regular rate of pay for all hours worked, with a minimum of three (3) hours paid whenever there is a break between the employee's regularly scheduled hours and the work the employee is called back

to do. When the work called back for is completed, the employee shall be allowed to leave.

17.05 Time Off in Lieu of Overtime

An employee may request time off at the rate of one and one half (1 ½) hours for each overtime hour worked. Such requests shall not be unreasonably denied.

An employee must have their banked overtime down to fifty (50) hours by November 1st of each year. If the total accumulation of banked overtime hours has not been taken by November 1st of any year, then the employee will have the option of carrying over the balance to the following year, subject to a maximum of fifty (50) hours or receiving a payout of such balance in accordance with Article 17.01.

Employees may request pay-out of overtime hours, quarterly on:

February 1st, May 1st, August 1st and November 1st of each year. All requests for overtime pay-out other than for these dates will be denied.

Employees are encouraged to reduce overtime either by taking time off, or requesting a pay-out throughout the year but, as of November 1st, the annual reconciliation will occur and overtime hours in excess of fifty (50) will be paid out as per Article 17.05 paragraph 2.

An administrative employee may request paid time off at the rate of one and one-half hours for an overtime hour worked instead of being paid overtime. Such requests shall not be unreasonably denied, recognizing that such time off shall not interfere with the Employer's operations.

17.06 No Pyramiding

There shall be no duplication, compounding or pyramiding of hours of work for the purpose of computing overtime pay or other premium payment.

For clarification, an employee receiving call-in pay shall be paid at time and one-half (1.5x) his/her regular rate of pay and will not be paid at the overtime rate of pay for the same call-in hours of work.

ARTICLE 18 – PAID HOLIDAYS

18.01 The Employer recognizes the following paid holidays:

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

18.02 Holidays on Saturday or Sunday

When any of the above noted paid holidays fall on a Saturday or Sunday and is not declared or proclaimed as being observed on some other day the following in Lieu Day shall be provided:

Day off with Pay:

<u>Paid Holiday</u>	<u>Falling On</u>	<u>In Lieu</u>
New Year's Day	Saturday or Sunday	Monday following
Canada Day	Saturday or Sunday	Monday following
Remembrance Day	Saturday or Sunday	Monday following
Christmas Day	Saturday	Monday following
Christmas Day	Sunday	Tuesday following
Boxing Day	Saturday	Monday following
Boxing Day	Sunday	Tuesday following

Should an Employee be called-in to work on a day that is designated as an In-Lieu Day, they shall be paid his/her regular rate of pay for time worked. They shall be given another paid In-Lieu Day off, to be taken at a time mutually agreed to by the parties.

18.03 Pay for Regularly Scheduled Work on a Paid Holiday

A full-time employee who is not scheduled to work on the above paid holidays shall receive holiday pay equal to one day's pay. A part-time employee who is not scheduled to work on the above paid holidays shall receive holiday pay calculated in accordance with the *Employment Standards Act*.

A full-time employee who is scheduled to work a paid holiday shall be paid at the rate of one and one half (1 ½) times his/her regular rate of pay, plus another day off with pay, in lieu of holiday, at a time mutually agreed by the supervisor and the employee.

A part-time employee who is scheduled to work a paid holiday shall be paid at the rate of one and one half (1 ½) times his/her regular rate of pay, plus another day's pay at his/her regular rate in lieu of the holiday.

18.04 Compensation for Paid Holidays Falling on Scheduled Day Off

When any of the above noted paid holidays falls on an employee's scheduled day off, the employee shall receive another day off with pay calculated in accordance with article 18.03 at a time mutually agreed by the supervisor and the employee.

ARTICLE 19 – VACATIONS

19.01 Length of Vacation

A regular full-time employee shall receive annual vacation with pay as follows:

Eleven-twelfths (11/12) of one day per month during the first three (3) years of continuous service (11 days per year).

One and one-quarter (1 ¼) days per month after three (3) years of continuous service (3 weeks per year).

One and two-thirds (1 2/3) days per month after nine (9) years of continuous service (4 weeks per year).

Two and one-twelfth (2 1/12) days per month after fifteen (15) years continuous service (5 weeks per year).

Two and one-half (2 ½) days per month after twenty (20) years of continuous service (6 weeks per year).

A statement of vacation entitlement shall be provided at the beginning of the year.

Temporary and/or part-time employees' vacation pay will be calculated at the rate of 4% of gross earnings in the pay period and paid on each payroll. After five (5) years of service, the rate shall be increased to 6% of gross earnings in the pay period. Part-time employees shall be entitled to vacation time off in accordance with the *Employment Standards Act, 2000*.

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

In any event, each employee shall request the vacation by March 31. Requests will be made within each department and on the basis of seniority within a position. No two (2) permanent full-time employees in the same department shall take vacations at the same time unless mutually agreed between the Employer and the employee.

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

**Effective for Vacations beyond March 31, 2026*

19.03 Vacation Pay on Termination

Upon termination of employment, an employee will receive payment for any accrued and unused vacation provided for in Article 18.01.

19.04 Banking Vacation Credits

An employee shall be entitled to bank up to a maximum of ten (10) working days annual vacation. The banked vacation shall be taken within the following year at the rate of pay prevailing when the vacation is taken.

19.05 Approved Leave of Absence During Vacations

When an employee is hospitalized or a death occurs in the employee's immediate family during the period of vacation, there shall be no deduction from vacation credits

for the period of hospitalization and/or bereavement. By mutual agreement, the period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date.

Satisfactory evidence of hospitalization shall be provided to the employee's supervisor.

ARTICLE 20 – SICK LEAVE

20.01 Sick Leave Defined

Sick leave means the period of time a full-time employee is absent from work by virtue of being sick or disabled and for which compensation is not payable under the *Workplace Safety and Insurance Act*.

20.02 Sick Leave

Sick leave shall be calculated at the rate of one and a quarter (1.25) days per month, for a total of fifteen (15) days per year.

A maximum of four (4) sick days per year may be used for family illness. It is agreed that this is not an additional vacation entitlement. Family shall be defined by Article 21.03 (a).

Deductions from sick leave credits shall be calculated on an hourly basis.

20.03 Proof of Illness

An employee may, at the request of the Employer, be required to produce a certificate from a medical practitioner for any illness in excess of five (5) continuous days or more, certifying that they were unable to carry out his/her duties due to illness. The cost of such certificate shall be paid by the Employer.

Notwithstanding the foregoing, where reasonable, the Employer may require an employee to provide a medical note at any time, at the Employer's expense, including, without limitation, a note to confirm the employee's ability to return to work.

20.04 Sick Leave During Leave of Absence and Layoff

When an employee is given leave of absence with pay for any reason, they shall receive sick leave credit for the period of such absence on their return to work. When an employee is laid off on account of lack of work, they shall not receive sick leave credits for the period of such absence but shall retain their cumulative credit, if any, existing at the time of such layoff.

An employee who has used up all their sick leave credits and through illness is unable to return to work will be placed on leave of absence, during which period they will not receive pay, vacation service credits, holiday pay or sick leave credits or any clothing or safety footwear allowance but such employee shall continue to accumulate seniority. Such leave of absence shall be limited to a period of twenty-four (24) months.

If the employee is unable to return to work upon expiration of the leave of absence, their employment shall be deemed terminated.

20.05 Part-time Employees shall receive 4% in Lieu of Benefits and Sick Leave on each pay.

ARTICLE 21 – LEAVE OF ABSENCE

21.01 Negotiation Pay Provisions

A committee member shall not lose regular pay for time spent during their regular scheduled working hours in attending negotiations meetings with the Employer up to and including conciliation.

21.02 Leaves of Absence for Union Functions

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

21.03 Bereavement Leave

- a) In the event of a death in an employee's immediate family, a permanent employee shall be granted a leave of absence without loss of pay of up to a maximum of five (5) consecutive Employer work days upon proper notification of their immediate supervisor.

An employee's immediate family shall mean the employee's: present spouse, parent, step-parent, child, step-child, brother, sister, grandchild or grandparent;

- b) In the event of a death of an employee's extended family, a permanent employee shall be granted a leave of absence without loss of pay of up to a maximum of three (3) consecutive Employer work days upon proper notification of their immediate supervisor.

An employee's extended family shall mean the employee's: mother-in-law, father-in-law, son-in-law, daughter-in-law, grand-parent (in-law), brother-in-law or sister-in-law.

- c) An employee shall not receive paid bereavement leave while on any other authorized leave of absence, maternity or parental leaves or compensable or non-compensable illness or accident except if an employee is on vacation.
- d) In recognition of the fact that circumstances which call for bereavement leave are based on individual circumstances, the Employer, on request, may grant additional bereavement leave.

- e) An employee may elect to defer days of their bereavement leave to be used for the attendance of the actual interment or celebration of life.

In addition to the entitlement in (a) and (b), an employee may be granted upon request, up to an additional three (3) days unpaid leave for the purpose of travel.

21.04 Seniority Status during Pregnancy and Parental Leave

While on pregnancy and/or parental leave as set out in the *Employment Standards Act*, an employee shall retain his/her employment status and shall accrue service and seniority in accordance with the terms of the Collective Agreement.

21.05 Time Off for Elections

The Employer shall ensure that employees are provided with four (4) consecutive hours before the closing of the polls in any federal, provincial or municipal election in order to vote. An employee will be paid for any lost time for any of these four (4) consecutive hours that would otherwise have been regular work hours.

21.06 Paid Jury or Court Witness Duty Leave

An employee who is required to serve as a juror, or as a witness under subpoena in relation to any matter arising out of his/her employment with the Employer shall receive payment for lost time equivalent to the difference between his/her normal earnings for a scheduled day of work and the amount received for such service, excluding payments for travel, meals or other expenses. Upon request, the employee shall provide the Employer with proof of such service and the amount of pay received.

21.07 Education Leave and Examinations

An employee shall be entitled to a leave of absence with pay to write examinations to acquire or maintain qualifications required by the Employer above and beyond those qualifications necessary in order to be hired for and/or considered for the position.

21.08 General Leave

An employee shall be entitled to a leave of absence without pay and without loss of seniority when they request such leave for good and sufficient cause. Such request shall be in writing and approved by the Employer. Such approval shall not be withheld unreasonably.

21.09 Special or Compassionate Leave

An employee may be granted leave of absence with pay for not more than three (3) days annually upon special or compassionate grounds. Request for approval is to be submitted in writing as soon as possible to the employee's immediate supervisor.

ARTICLE 22 – PAYMENT OF WAGES AND ALLOWANCES

22.01 Pay Days

The Employer shall pay salaries and wages bi-weekly inclusive of the current week in accordance with Schedule “A” attached hereto and forming part of this Agreement. On each payday, an employee shall, if requested, be provided with an itemized statement of his/her wages, overtime, and other supplementary pay and deductions.

The Employer may make deductions from wages or salaries where authorized by statute, court order, arbitration order or by this Agreement. Overpayment made in error shall be coverable by the Employer. Reasonable terms for recovery of same will be set by mutual agreement between the Employer and the employee.

22.02 Rate of Pay on Promotion or Reclassification

An employee assigned, promoted, or reclassified in accordance with this Collective Agreement to full duties of a higher paying position for one (1) day or more, shall receive the rate of pay for that position for the time they perform that job in accordance with Schedule A.

22.03 Assignment to Lower Rated Job

When an employee is temporarily assigned in accordance with the terms of this Collective Agreement to a position paying a lower rate, his/her current rate of pay shall not be reduced.

22.04 Automobile Allowance

Travel rates paid to an employee specifically authorized to use his/her own automobile for carrying out the Employer’s business shall be \$0.50 cents per kilometer.

22.05 License and Medical

The Employer agrees to provide a leave with pay for an employee who, as a condition of employment, is required to renew their classified licenses. The fee for the renewal of a DZ drivers’ license and any associated medical costs required shall be reimbursed by the Employer upon submission of valid receipts.

22.06 Call-in Provision – Outside Winter Control

When a Full-time Public Works employee is called-in by their immediate supervisor or designate, all hours actually worked by an employee, subject to Article 17 of this Agreement, shall be paid at a premium of one and one-half times (1.5x) the regular rate of pay, for a minimum of two (2) hours for each call in.

This Article does not apply to Part-time Employees.

The Employer agrees to provide at its expense a monthly stipend of twenty-five (\$25.00) to be paid to Roads employees who use their cell phones for on-call and other communication purposes with the Employer.

If called to work, an employee shall be required to do only such emergency work as called for, or other emergency work that shall develop.

ARTICLE 23 – EMPLOYEE PENSION PLAN

23.01 Pension Plan

All employees who qualify under the OMERS legislation shall be enrolled in the Ontario Municipal Employees Retirement System (OMERS). The employees and the Employer shall make contributions as required by OMERS.

ARTICLE 24 – EMPLOYEE BENEFIT PLANS

24.01 Group Insurance Benefits

Benefits in relation to Life Insurance, Accidental Death and Dismemberment and Long-Term Disability shall be in accordance with the Employer's existing plans and practices.

The above-noted benefits shall be administered by the Benefits Carrier/ Insurer in accordance with the terms and conditions of the respective plan. The benefits available shall be those set out in the respective plan effective on the date of certification.

Any dispute that an employee has with respect to benefits entitlement or eligibility or other issue in relation to the above benefits shall be between the employee and the Benefits Carrier/Insurer.

Upon completion of probation, all permanent full-time employees shall be eligible to participate in a group insurance program. Coverage to include:

Group Life Insurance	2 x annual earnings
Accidental Death & Dismemberment	2 x annual earnings
Long Term Disability	75% of monthly income (after 4 months)
100% premium to be paid by the Employer.	

24.02 Supplemental Benefits

Upon completion of probation, full-time employees shall be entitled to a benefit of a maximum of \$4000 per year for the reimbursement for the cost of prescriptions, optical, dental, chiropractor, Chiropodist or Podiatrist, Registered Massage Therapist, Physiotherapist or Certified Athletic Therapist, Registered Psychologist or Registered Social Worker, Naturopath, Osteopath, Registered Acupuncturist, and/or medical devices or services requisitioned by a doctor and/or registered medical nurse practitioner (i.e. Speech Therapist, Registered Dietician) and payments to a doctor and/or registered medical nurse practitioner for non-billable OHIP items incurred by the employee and/or their eligible dependants. Receipts must be for the current calendar year and will be reimbursed monthly. Such benefit will be prorated for any part year of coverage following completion of probation.

24.03 Continuation of Benefits on Layoff

Subject to the *Employment Standard Act*, the Employer agrees to pay the full coverage for all employee premium benefit plans as well as reimburse employees up to \$3000 upon production of receipts, for employees laid off until the first day of the second month following the commencement of a lay-off.

24.04 Continuation of Benefits During Work Stoppage

In the event of a legal work stoppage, and with the agreement of the Township insurer, the Employer agrees to maintain all insurance on behalf of all employees. The Union agrees to reimburse benefits as set out in Article 24.01 of the Agreement, to the Employer within thirty (30) working days of receipt of such invoices.

NOTE: The article is subject to the approval of the Township Insurance carrier.

24.05 Continuation of Benefits to Age 65

The Employer agrees to pay the full life insurance premium for all full-time employees, who retire at or beyond age 60, with a minimum of 25 years services for a maximum of 3 years.

ARTICLE 25 – HEALTH AND SAFETY

25.01 Cooperation on Safety

a) Both parties shall cooperate and comply with all applicable federal, provincial and municipal health and safety legislation and regulations.

b) **Health and Safety Committee**

A Health & Safety Committee shall be established comprised of one (1) representative of the Union and one (1) representative for the Employer. This Committee shall meet periodically to review any safety and health matters that may arise. The meetings can be requested by either party at a mutually agreed time.

The Health and Safety Committee shall conduct a physical inspection of each Township building once per month.

c) First Aid kits and fire extinguishers shall be provided by the Employer, as required. An employee shall immediately report use of a first aid kit or fire extinguisher to their immediate supervisor. The Employer will ensure that the First Aid kit is replenished immediately after use and that fire extinguishers are recharged immediately after use. The Employer shall ensure that all fire extinguishers are tested annually.

d) All employees are required to wear protective apparel where determined necessary by the Employer and/or any applicable legislation. These items, other than safety footwear, shall be supplied by the Employer.

25.02 Proper Training

No employee shall be required to work on any job or operate any piece of equipment until they have received proper training and instructions, subject to applicable laws.

25.03 Medical Notes

When required by the employer, the cost of medical notes shall be reimbursed upon the employee providing a receipt, excluding costs incurred to obtain a medical note.

In addition, expenses associated with out-of-town specialist medical appointments, examinations, and reports, required by the Employer, not paid for through any other source as proven by the employee to the satisfaction of the Employer, shall be paid by the Employer subject to pre-approval and the employee providing receipts.

25.04 Occupational Health and Safety

The parties agree that the Employer, Union and Employees shall abide by the terms of the *Occupational Health and Safety Act*.

25.05 Workplace Safety and Insurance Board

The parties agree that the Union and Employees shall abide by the terms of the *Workplace Safety and Insurance Act (WSIA)*.

ARTICLE 26 – JOB SECURITY

26.01 No Strikes or Lockouts

There shall be no strikes or lockouts during the term of this Collective Agreement. The words “strike” and “lockout” shall have the meaning attributed to them in the *Ontario Labour Relations Act*.

26.02 Bulletin Boards

The Employer shall provide a bulletin board in each work location for the posting of Union notices and information for employees. Notices shall be submitted to the Employer for approval before being posted. Such approval shall not be unreasonably withheld.

26.03 Amalgamation, Regionalization and Merger Protection

In the event the Employer merges or amalgamates with any other body, the Employer will attempt to ensure that:

- a) Employees are credited with all seniority rights with the new employer; and
- b) All service credits relating to vacation with pay, and other benefits shall be recognized by the new employer.

ARTICLE 27 – COPIES OF AGREEMENT

27.01 Copies of Agreement

The Employer agrees to provide each member with a copy of the signed Collective Agreement at its cost.

ARTICLE 28 – GENERAL

28.01 Boots & Clothing Allowance

Full-time Administration employees shall receive an annual \$250 clothing allowance to be used at the employee’s discretion for clothing purchases upon production of a receipt.

All full-time Public Works and Landfill employees shall receive an annual \$575 clothing allowance to be used at the employee’s discretion for clothing and boot purchases upon production of a receipt.

The part-time Landfill employee shall receive an annual boot allowance of up to \$250 which will be reimbursed to the employee upon production of a receipt.

28.02 Applicable laws

All provisions of this Agreement are subject to applicable laws now or hereafter in effect. Should the legislation conflict with the existing rights, privileges, or obligations of the parties set out in this Collective Agreement, the superior provision shall apply.

ARTICLE 29 – DURATION OF AGREEMENT

29.01 This Agreement shall be in effect from the 1st day of January 2026 and shall remain in effect until the 31st day of December 2029, and unless either party gives to the other party a written notice of termination or of a desire to amend this Agreement, then it shall continue in effect for a further year without change and so on from year to year thereafter.

SIGNED ON THIS 17th **DAY OF** March, **2026.**

FOR THE EMPLOYER

FOR THE UNION

Stephen Scarlett
Stephen Scarlett (2026-03-19 06:52:20 EDT)

Jamie Carpenter
Jamie Carpenter (2026-03-17 15:41:29 EDT)

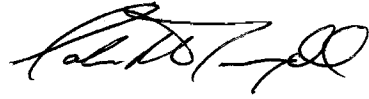
Lynda Carleton
Lynda Carleton (2026-03-22 15:20:42 EDT)

Taylor Boden
Taylor Boden (2026-03-17 20:05:03 EDT)

PEARL IVENS

PEARL IVENS (2026-03-23 07:35:01 EDT)

Angela Joruy



SCHEDULE A

Classification	01-Jan-26		01-Jan-27		01-Jan-28		01-Jan-29	
	Start Rate	Year 1 3.50%	Start Rate	Year 2 3.00%	Start Rate	Year 3 2.50%	Start Rate	Year 4 2.50%
Office Clerk Receptionist	\$22.21	\$24.68	\$22.88	\$25.42	\$23.45	\$26.06	\$24.04	\$26.71
Assistant Road Superintendent	\$32.35	\$35.66	\$33.32	\$36.73	\$34.15	\$37.65	\$35.00	\$38.59
Equipment Operator	\$27.19	\$30.21	\$28.01	\$31.12	\$28.71	\$31.90	\$29.43	\$32.70
Office Clerk Senior Planning	\$27.19	\$30.21	\$28.01	\$31.12	\$28.71	\$31.90	\$29.43	\$32.70
Casual Equipment Operator	\$22.21	\$24.68	\$22.88	\$25.42	\$23.45	\$26.06	\$24.04	\$26.71
Waste Management Coordinator	\$29.77	\$33.07	\$30.66	\$34.06	\$31.43	\$34.91	\$32.22	\$35.78
Part-time Landfill	\$22.21	\$24.68	\$22.88	\$25.42	\$23.45	\$26.06	\$24.04	\$26.71
By-law Officer	\$22.21	\$24.68	\$22.88	\$25.42	\$23.45	\$26.06	\$24.04	\$26.71
Labourer-Roads	\$18.38	\$20.43	\$18.93	\$21.04	\$19.40	\$21.57	\$19.89	\$22.11
Office - Casual	\$18.38	\$20.43	\$18.93	\$21.04	\$19.40	\$21.57	\$19.89	\$22.11
Emergency Management Coordinator	\$25.37	\$28.18	\$26.13	\$29.03	\$26.78	\$29.76	\$27.45	\$30.50
Deputy Clerk	\$42.91	\$47.68	\$44.20	\$49.11	\$45.31	\$50.34	\$46.44	\$51.60
Treasurer	\$42.91	\$47.68	\$44.20	\$49.11	\$45.31	\$50.34	\$46.44	\$51.60