COLLECTIVE AGREEMENT

The Corporation of the Town of Renfrew

and

The Canadian Union of Public Employees

and its Local 121

2026-2028

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PREAMBLE

The purpose of this agreement is to promote harmonious relations between the Employer and the employees, to provide an orderly procedure for the prompt and equitable disposition of complaints and grievances that may arise from time to time, to ensure the efficiency of operations and the quality of work and service, and to promote the morale, well-being, and security of all employees in the bargaining unit.

ARTICLE 1: MANAGEMENT RIGHTS

1.01 It is recognized that the Employer and the employees provide services for the safety, health, comfort, and general welfare of the citizens. Therefore, the employees must be prepared, at all hours of the day or night, to assist in providing the many services.

1.02 The Union acknowledges that is the exclusive function of the Employer, subject to the terms of this agreement, to:

a) Maintain order, discipline, and efficiency;

b) Hire, discharge, direct, classify, transfer, promote, demote, suspend, or otherwise discipline any employee, provided that a claim of discriminatory promotion, demotion, or transfer, or a claim that an employe has been discharged or disciplined without just cause may be the subject of a grievance in accordance with Article 8: Grievance Procedure;

c) Generally, to manage the operation and undertakings of the Corporation and, without restricting the generality of the foregoing, to select, install, and require the operation of any equipment, plant, and machinery, which the Corporation, in its discretion, considers desirable for the efficient or economical carrying out of the operations and undertakings of the Corporation.

1.03 The Employer and the Union agree to observe and be bound by the *Employment Standards Act, 2000*, unless otherwise provided, and by the *Ontario Labour Relations Act*, the *Ontario Occupational Health and Safety Act*, the *Ontario Human Rights Code* and regulations made pursuant thereto.

ARTICLE 2: RECOGNITION

2.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees (CUPE) and its Local 121 as the sole and exclusive bargaining agent for:

a) Clerical and technical employees, except supervisory personnel, Department Heads, the Office Coordinator (Development and Works), the Administrative Assistant (Recreation), the Deputy Clerk, the Revenue/Compensation Clerk, students with the exception of students employed in a customer service representative position;

b) Employees assigned to Public Works and Landfill, except students; and

c) Employees assigned to Recreation Operations and Community Services except students and those excluded by the Ontario Labour Relations Board certificate dated June 11th, 1975.

2.02 Work of the Bargaining Unit

Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except for the purposes of instruction, experiment, or in emergencies when regular employees are not available, and provided that the performing of the aforementioned operations, in itself, does not reduce the normal hours of work or pay of any employee.

2.03 No Contracting Out

The employer agrees not to lay off members of the bargaining unit nor shall they suffer any loss of remuneration, benefits, rights and/or privileges as a result of contracting out.

2.04 Definition of Employees

a) The term “employees” as used in this agreement shall refer only to those employees covered by Article 2: Recognition.

b) An employee is one who is defined by Articles 2.04 c) and d).

c) A “Full-Time” employee is one who works more than thirty (30) hours per week on a regularly scheduled basis, and who has successfully completed the probationary period.

d) A “Part-Time” employee is one who works thirty (30) hours or less per week on a regularly scheduled basis, and who has successfully completed the probationary period.

e) A “Term” employee is one who is employed for fewer than six (6) months in any one calendar year. An extension of up to an additional three (3) months may be agreed between parties. Term employees are covered by Article 14: Hours of Work and Article 15: Overtime and by Article 20: Payment of Wages and Allowances, and are otherwise excluded from the terms of this Agreement.

f) A “Casual” employee is one who is not scheduled to work on a regular basis, but who works to cover shifts of Full-Time and Part-Time employees when no other part-time employee is available. Casual employees are covered by Article 14: Hours of Work and by Article 20 Payment of Wages and Allowances and are otherwise excluded from the terms of this agreement.

g) A “Temporary” employee is one who is hired to replace an employee within the bargaining unit on an approved leave of absence, absence due to WSIB disability, short-term disability, or long-term disability. The release on discharge of such temporary employee shall not be subject of a grievance or arbitration.

Temporary employees shall be covered by all articles of the Collective Agreement, save and except:

- Leaves of Absence
- Short Term Disability
- Long Term Disability
- Health Benefit Plans (EHC, dental, etc.)

h) A “Grant” employee is one who is employed on a grant program with partial subsidy from another level of government for a period in excess of four (4) weeks. Grant employees shall not replace or perform the work of a member of the bargaining unit. Grant employees shall not be employed for a period in excess of twenty-six (26) weeks without the permission of the Union.

i) A “Probationary” employee is one who is serving a probationary period in according with Article 11: Seniority of this agreement.

j) It is understood that the Full-Time and Part-Time employees, where eligible, will be given the opportunity to work all available, non-overtime hours within the work group before a Casual employee is called in to work.

k) The term “Qualified Medical Practitioner” means a regulated health professional who is licensed and authorized to diagnose medical conditions and provide treatment within their scope of practice.

2.05 Union 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 with or negotiating with the Employer. Such representative(s)/advisor(s) may have access to the Employer's premises in order to deal with any matters arising out of this Collective Agreement.

A request by a CUPE National Representative or Legal Counsel of the Union for access during working hours to the Employer's premises for the purpose of consulting with a Union member with regard to Union matters shall not be denied. Such consultation shall be in a place designated by the Employer.

ARTICLE 3: NO STRIKES/NO LOCKOUTS

3.01 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, there will be no strike, and the Employer agrees that there will be no lockout, in accordance with the Government Law and Regulations.

ARTICLE 4: NO DISCRIMINATION

4.01 The Employer agrees not to interfere with the rights of its employees, and there shall be no discrimination, interference, intimidation, restraint, or coercion by the Employer on the basis of race, creed, age, sex, colour, marital status, sexual orientation, handicap, Union membership or political affiliation in accordance with the Human Rights Code. The parties acknowledge that the Ontario Human Rights Code, the Employment Standards Act, the Ontario Labour Relations Act, and the Occupational Health and Safety Act shall apply to all employees.

ARTICLE 5: UNION SECURITY AND CHECK-OFF

5.01 Union Security

All employees of the Employer, except Grant employees as defined, shall, as a condition of continued employment, become and remain members in good standing of the Union, according to the Constitution and By-Laws of the Union. As a condition of employment, all new employees shall become and remain members in good standing of the Union within thirty (30) days of employment. The Employer shall deduct from every employee any dues, initiation fees, or assessments levied by the Union on its members.

5.02 Deductions

Deductions shall be made from the bi-weekly payroll and shall be forwarded to the National Secretary-Treasurer of CUPE by no later than the 15th day of the month following, accompanied by a list of the names, addresses, and phone numbers of all employees from whose wage deductions have been made. This list will also include the names and addresses of the employees terminated during that month. A copy of this list shall also be forwarded to the Secretary of the local union. The amount of union dues so deducted shall be show on each employee's income tax (T4) slip.

5.03 New Employees

(a) The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-Off.

(b) The Employer agrees that a Local Union representative will be given the opportunity to meet each newly hired employee who is not a member of the Union, once during the employees first week of employment or as soon as can be reasonably arranged, for the purpose of advising such employee of the existence of the Union and of their rights and obligations under the terms of this Agreement. Such meeting may take place on the Employer's premises at a time and location designated by the Employer for such interview and shall not exceed fifteen (15) minutes duration.

ARTICLE 6: CORRESPONDENCE

6.01 Correspondence

All correspondence between the parties, arising out of this Agreement or incidental thereto shall pass to and from the CAO or their designate and the Vice President of the Union with a copy sent to the Local President, and the assigned CUPE National Representative.

ARTICLE 7: UNION / MANAGEMENT RELATIONS

7.01 Union Officers and Committee Members

a) The Union shall notify the Employer in writing of the names of the members of the Grievance Committee and the members of the Negotiating Committee. The Employer shall not be required to recognize any committee member until such notification has been received.

b) The Employe acknowledges the right of the Union to appoint or otherwise select one or more members of a Grievance Committee. Members of the Grievance Committee will suffer no loss of pay, benefits, or seniority while acting in their official capacity.

c) The Union acknowledges that a member of the Grievance Committee has regular duties to perform on behalf of the Employer; therefore, where possible, the committee members shall conduct their activities outside regular working hours. It is agreed that employees having grievances shall not discuss said grievances with the committee members during working hours, except in a case where an employee needs immediate assistance.

d) In such case neither the employee nor the committee member shall leave their regular duties without first obtaining permission to do so from their immediate supervisor. 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. Committee members shall return to their regular duties as expeditiously as possible.

e) It is understood and agreed that Union officials will suffer no loss of pay, benefits, or seniority when engaged in discussion with the Employer as provided for in this agreement.

f) The Union agrees that there shall be no solicitation of members or other Union activities at the premises or work locations of the Employer during work hours except as permitted by this agreement. It is understood and agreed that there shall be no meetings of the Union or its members on the premises or at the work locations of the Employer at any time without prior approval of the Employer.

g) Upon notification to the Employer and subject to operational requirements, an employee selected or appointed to represent the Union at Union functions shall be allowed a leave of absence with pay and benefits and without loss of seniority. The Union shall reimburse the Employer for receipt of such pay.

7.02 Bargaining Committee

The Employer acknowledges the right of the Union to appoint or otherwise select a Negotiating Committee, comprised of up to four (4) members of the Local. It shall be the Negotiating Committee's function to meet with the Employer to negotiate the renewal of this agreement. Members of the Negotiating Committee will suffer no loss of pay, benefits, or seniority when negotiating with the Employer.

7.03 Labour-Management Committee

There shall be a Joint Labour/Management Committee consisting of not more than two (2) members of the Union and not more than two (2) management representatives. The Committee shall meet at least quarterly or upon request of either party at a mutually agreeable time and place. Notice of agenda shall be given at least forty-eight (48) hours in advance of the meeting. If there are no agenda items, quarterly meetings may be skipped. Employees shall not suffer any loss of pay, benefits and/or privileges for time spent with this committee or any other committee. An Employer and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings, Minutes or each meeting of the committee shall be prepared by the Employer and signed by the joint chairpersons as promptly as possible after the close of the meeting. The Union, the CUPE Representative and the Employer shall each receive a copy of the signed minutes.

The Committee will at the first meeting of each year plan the dates for the meetings for that year.

The committee does not have the authority to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The committee shall have the authority to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

7.04 HEALTH AND SAFETY COMMITTEE

a) The union and Employer recognize that the Occupational Health and Safety Act of Ontario and its regulations is binding upon both Parties. Accordingly, the Employer and the Union agree to form a Joint Health and Safety Committee in accordance with the Occupational Health and Safety Act.

b) The Employer accepts that one CUPE member on the Joint Occupational Health and Safety Committee will be trained and act as a certified worker under the Occupational Health and Safety Act. Any costs associated with the training of a certified worker will be paid by the Employer.

ARTICLE 8: GRIEVANCE PROCEDURE

8.01 It is the mutual desire of the Parties hereto that complaints be adjusted as quickly as possible, and it is understood that an employee may present an oral complaint to their immediate supervisor, or their designate, at any time without having to proceed to the grievance procedure herein.

8.02 A grievance is defined as a difference arising out of the interpretation, application, administration, or alleged violation of this agreement. The complaint of Grant, Temporary, or Term employee that they have been disciplined or discharged without just cause shall not be the subject of a grievance.

8.03 It is understood that an employee has no grievance until they have first given their immediate supervisor an opportunity to adjust their complaint. In order to be considered a grievance, such discussion must take place within five (5) working days after the circumstances giving rise to the complaint first occurred or originated, or they ought reasonably to have been aware of the circumstance giving rise to the complaining. The supervisor shall communicate a reply to the complainant within five (5) working days. If such complaint is not settled to the satisfaction of the employee concerned, the complainant may file a written grievance in the following manner:

Step 1: Department Head & Supervisor or Designate

The employee, accompanied by a member of the Grievance Committee, shall submit a signed, dated, written statement of the grievance (on a form provided by the Union) to their Department Head, Supervisor or designate within ten (10) working days after the circumstances giving rise to the complaint first occurred or originated, or the griever ought reasonably to have been aware of the circumstances giving rise to the grievance. The nature of the grievance, the article of the agreement that has allegedly been violated, and the relief or remedy sought must be clearly set out in the grievance. The employee, accompanied by a member of the Grievance Committee, and the Department Head, Supervisor, or designate, shall meet within the five (5) days working days of the receipt of the written grievance to discuss and resolve the grievance. The immediate Supervisor or designate shall deliver their decision in writing within five (5) working days of the meeting. Failing settlement, then:

Step 2: Chief Administrative Officer and Department Head and/or Designate

Within ten (10) working days of the reply provided for at Step 1, the employee may submit the written grievance to the Chief Administrative Officer and Department Head or designate, who shall meet with the employee and the member of the Grievance Committee within ten (10) working days to discuss and resolve the grievance. The Chief Administrative Officer and Department Head or their designate shall give their decision in writing within ten (10) working days of the meeting. Failing settlement, then:

8.04 If the final settlement of the grievance is not reached at Step 2, then the grievance may be referred in writing by either Party to arbitration as provided in Article 9: Arbitration, at a time within fifteen (15) working days after the final decision is given at Step 2.

8.05 An employee, other than a Probationary, Term, Temporary, or Casual employee, claiming they have been disciplined or discharged without just cause, may file a grievance at Step 2 of the grievance procedure, provided that such grievance is lodged with the Chief Administrative Officer, Department Head and or designate(s) within fifteen (15) working days of the discipline or discharge.

8.06 Policy Grievance

a) Either Party may file a policy grievance within ten (10) working days of the date on which the occurrence, or the event on which the grievance is based, might reasonably have been expected to have come to the attention of the Party.

b) A policy grievance is defined as a grievance by either the Union or the Employer arising out of the interpretation, administration, or alleged violation of any of the terms of this agreement but excluding subject matter which may be presented by an employee as an individual grievance.

c) A Union policy grievance shall be filed at Step 2 of the grievance procedure.

d) An Employer policy grievance shall be filed with the president of the local Union.

e) The Party shall meet to discuss and resolve the grievance within five (5) working days, and the respondent party shall reply in writing within five (5) working days of the meeting. Failing settlement, a policy grievance may be submitted to arbitration as provided in Article 9.01.

8.07 At any stage of the grievance procedure, either Party may have the assistance of a representative, legal or otherwise.

ARTICLE 9: ARBITRATION

9.01 When either Party requests that a grievance be submitted to arbitration, the request shall be made by registered mail addressed to the other Party to the agreement, indicating the name and address of its appointee to an arbitration board. Within ten (10) working days thereafter, the other Party shall answer by registered mail indicating the name and address of its appointee to the arbitration board. The two appointees shall then need to select an impartial chairperson.

9.02 If the Party receiving the notice fails to appoint a board member, or if the two appointees fail to agree upon the chairperson, the appointment shall be made by the Minister of Labour upon the request of either Party.

9.03 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance or the Collective Agreement.

9.04 The Arbitration Board shall determine its own procedure, but shall give full opportunity to all Parties to present evidence and make representations.

9.05 The decision of the Board of Arbitration, including any decision as to whether the matter is arbitrable, shall be final and binding upon the Parties and upon an employee affected by it. The majority decision shall be accepted as the decision of the Board and in the absence of a majority decision, the decision of the Chairperson shall be accepted as the decision of the Board.

9.06 A Board of Arbitration shall not have the jurisdiction to amend, alter, modify, or add to any of the provisions of this agreement, nor to substitute any new provisions in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this agreement. Further, a Board of Arbitration is not authorized to deal with any matter not covered by this agreement, nor arising outside the terms of this agreement.

9.07 Each Party shall pay:

5.02.1 the fees and expenses of the arbitrator it appoints; and
5.02.2 one-half of the fees and expenses of the Chairperson.

9.08 Should the Parties disagree as to the meaning of the Board's decision, either Party may forthwith request that the Board reconvene to clarify its decision.

9.09 Subject to the mutual agreement of the Parties, the above arbitration provisions may be amended to provide for a sole arbitrator.

ARTICLE 10: DISCHARGE, SUSPENSION, AND DISCIPLINE

10.01 Suspension and Discharge

The release or discharge of an employee during the probationary period shall not be the subject or a grievance or arbitration. A claim by an employee who as completed their probationary period that they have been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the Employer at Step No. 2 within five (5) working days after the date of discharge or suspension is affected. Such special grievance may be settled under the Grievance or Arbitration Procedure. The Employer agrees it will not suspend, discharge or otherwise discipline an employee who has completed their probationary period, without just cause.

10.02 Clearing of File

- Serious Infractions (e.g., harassment, workplace violence, discrimination): Disciplinary warnings and suspensions without pay related to serious infractions shall be removed from the personnel file after a period of twenty-four (24) months, provided that there has been no other disciplinary action during that twenty-four (24) month period.

- Moderate Infractions (e.g., failure to follow procedures, minor misconduct): Disciplinary warnings and suspensions without pay for moderate infractions shall be removed from the personnel file after a period of eighteen (18) months, provided that there has been no other disciplinary action during that eighteen (18) month period.

- Attendance-Related Infractions (eg., lateness, culpable absenteeism): Disciplinary warnings related to attendance shall be removed from the personnel file after a period of twelve (12) months, provided that there has been no other disciplinary action during that twelve (12) month period.

- Extension for Absences: The applicable retention period shall be extended by the length of any absence from work in excess of one (1) month. (exclusive vacation)

10.03 Copies of Disciplinary Letters

At the time any verbal written warning, written warning, suspension or discharge is imposed, and a copy shall be provided to both the employee and the Union.

10.04 Written Discipline in Private

When it becomes necessary to issue discipline to an employee, such discipline will be issued in a private place, and the Supervisor shall have the right to be accompanied by another supervisor and the employee shall be accompanied by a representative of the Union.

10.05 Access to Record

An employee shall have the right to access and review their personnel file upon twenty-four (24) hours' notice. The time and the duration shall be mutually agreed upon. An employee shall have the right to make copies of any material contained in their personnel file. The cost of photocopying shall be borne by the employee at the worksite rate.

10.06 Employer Investigations

a) When the Employer is conducting a workplace investigation, the employees who are the primary subject of any investigation will be entitled to have Union representation during the investigation. Witnesses or individuals who are not the primary subject of the investigation will be expected to meet with the Employer without a Union representative.

b) The member being investigated shall have the choice of their executive member to represent them in the investigation meeting; however, if said representative is not readily available, another executive member may be asked to participate by the employee.

c) Any member of the CUPE executive that sits in on an Employer investigation will be required to ensure that anything learned during the investigation remain confidential.

d) All parties would be expected to follow the Employer's protocols for conducting the investigation.

e) Where the Employer determines that an employee is to be placed on leave pending the investigation, such leave shall be considered paid leave. Alternatively, if determined appropriate by the Employer, the Employer my place an employe on alternate duties pending the investigation.

ARTICLE 11: SENIORITY

11.01 Seniority shall be bargaining unit wide and shall be based on length of service in the bargaining unit since the last date of hire but adjusted to recognize any periods of absence during which seniority was maintained but did not accrue.

11.02 Employees other than Full-Time, who may accrue seniority, shall do so on the basis of their paid hours.

11.03 Seniority shall be used in determining priority for promotions, transfers, lay-offs, reduction of the work force, and recall from lay-off subject to the terms set out below.

11.04 The Employer shall maintain seniority lists:

a) For Full-Time employees, showing the date upon which each employee's service is deemed to have commenced, in accordance with clause 11.01; and

b) For all other employees, showing the accumulated hours for which the employee has been paid, in accordance with clause 11.01

11.05 An employee shall cease to be an employee and shall lose their seniority if:

a) They resign for any reason and do not retract their resignation within forty-eight (48) hours;
b) They retire;

c) They are discharged for just cause and not reinstated;

d) They are laid off for a period in excess of twelve (12) months;

e) They are absent from work due to accident or illness and have been in receipt of Income Protection Plan Benefits for a period in excess of one hundred twenty-one (121) weeks from the last full day worked;

f) They fail to return to work within ten (10) working days following lay-off and after the posting of notice by registered mail to the employee's last known address unless through sickness or other just cause. It is the responsibility of the employee to inform the Employer of their current address and telephone.

g) They are absent from work in excess of two (2) working days without the Employer's permission unless such permission could not reasonably be obtained.

11.06 Probationary employees, Casual employees, Term employees, Temporary employees, and Grant employees shall accumulate no seniority, nor shall they exercise any seniority rights during the period of such probationary, casual, term, temporary, or grant employment.

For the purpose of Job Postings, Casual employees, Term and Temporary employees, who are actively at work shall be treated as an internal candidate. Their seniority shall be retroactive to their last date of hire and adjusted to reflect any prior period of employment upon being the successful applicant for a Part-time or Full Time position, and having successfully passed the probationary period.

11.07 Assignment of Work

In the case of employees normally assigned to the town garage, work will be assigned to employees who normally perform the work in the various positions in accordance with the requirements of the work. In the event that additional employees are temporarily required in a higher position, employees who are available for work will be assigned the work in accordance with their seniority provided that they possess the necessary qualifications and ability.

11.08 Full-time and part-time employees shall serve a probationary period of six (6) months.

If an employee is absent from the workplace for more than five (5) consecutive working days during their probationary period, the probation shall be paused and extended by the length of the absence.

It is understood and agreed that a probationary employee is serving a trial period of employment and may be disciplined or discharged at the discretion of the Employer. Such discretion shall not be exercised in a discriminatory manner.

11.09 On successful completion of the probationary period, full-time and part-time employees shall have their seniority be retroactive to their last date of hire and adjusted to reflect any prior period of term employment. At the Employer's discretion, they may shorten or extend the probationary period with mutual agreement with all the parties.

11.10 In the event of a job posting as provided in clause 12.01, the successful applicant shall serve a trial period of three (3) months. This trial period may be extended an additional three (3) months on the agreement of the Parties.

At any time during the trial period, the employee or the Employer may choose to end the trial period. In such case, the employee shall return to their former position, and any other employee impacted by the posting shall also return to their previous position.

An employee who returns to their former position during the trial period shall not be eligible to reapply for the position they vacated for a period of one (1) year from the date of return. Similarly, an employee who completes the trial period and later posts into their former position shall also be subject to this one-year restriction.

This provision is intended to maintain stability in staffing and prevent repeated movement between positions.

11.11 In the event of a promotion to a position outside of the bargaining unit, the promoted employee shall serve a trial period of three (3) months and otherwise the provisions of clause 11.09 shall apply. This trial period may be extended an additional three (3) months on the agreement of the Parties.

11.12 In the event of a reversion under clauses 11.10 or 11.11, the employee displaced by the reverting employee shall be returned to their former position and so on as may be required so that no employee suffers loss of seniority.

ARTICLE 12: POSTING AND FILLING OF VACANCIES

12.01 Posting and Filling of Vacancies

When a vacancy occurs that the Employer chooses to fill, or a new position is created inside the bargaining unit, the Employer shall notify the Union in writing and post the notice of the position in the Employer's offices and shops and on all bulletin boards for a minimum of fourteen (14) calendar days in order that all members will know about the position and be able to make written application therefor. Both Parties recognize:

a) The principle of promotion within the service of the Employer; and

b) That job opportunity should increase in proportion to length of service.

In selecting a candidate to fill a vacancy or a new position in the bargaining unit, the appointment shall be made of the applicant with the required qualifications and having the greatest seniority. Where an appointment is made from within the bargaining unit, it shall be made within twenty (20) working days of the termination date of the posting.

It is understood and agreed that the Employer may advertise the vacant position externally at the same time as the internal posting in order to expedite the filling of the vacancy. Also, if it has been determined by the Union and the Employer that there are no internal candidates with the required qualifications for the posting, that the fourteen (14) calendar days may be waived upon mutual agreement of the Parties in order to expedite the filling of the vacancy. When an employee from inside the bargaining unit is appointed to a position in a higher classification, they will be placed at the lowest step on the grid that is required to ensure they receives a 3% increase (rounded to the nearest whole number).

ARTCLE 13: LAY-OFFS AND RECALLS

13.01 Lay-off and Recall

a) A "lay-off" is defined as a reduction in the work force or a reduction in the regular hours of work as defined in this agreement.

b) Full-Time and Part-Time employees are entitled to fifteen (15) working days' notice of lay-off, or equivalent pay in lieu of notice, unless greater protection is provided under the *Employment Standards Act*, 2000 as amended.

c) Term, Casual, Temporary, Grant and probationary employees are not covered by Article 13.01 b) but are covered by Article 1.03.

d) Employees shall be laid off in the reverse order of their seniority. An employee in receipt of notice of lay-off may "bump" an employee having less seniority provided that the employee exercising this right is qualified to perform the work of the employee with less seniority. Employees are not permitted to "bump up" into a higher-rated classification in a lay-off or recall from lay-off.

e) When employees are recalled, they shall be recalled in order of seniority provided they are qualified to perform the available work.

f) No new employees will be hired until those laid off are given an opportunity of recall as provided in this agreement.

g) A grievance regarding improper lay-off or recall may be commenced at Step 2 of the grievance procedure.

13.02 Notice of Lay Off
(F/T, P/T)

The union shall be given at least eight (8) weeks' notice of any reduction of permanent staff or reduction of hours worked by permanent employees of the Bargaining Unit.

Meet with the Union through the Labour Management committee to review the reasons and expected duration of the lay-off, any realignment of service of staff and its effect on employees in the bargaining unit.

Any agreement between the Employer and the Union resulting from the above process concerning the method, timing and implementation will take precedence over other terms of lay-off and related provisions in this collective agreement.

ARTICLE 14: HOURS OF WORK

14.01 A work week shall be defined as the normal hours of work in a one-week period in accordance with Article 14.02.

14.02 The normal hours of work shall be as follows:

a) For Public Works, Recreation and Community Services, and Landfill employees, the normal hours of work shall be eighty (80) hours over a two-week period, on a flexible basis, commencing 12:01 a.m. Sunday and ceasing at 11:59 p.m. Saturday, in accordance with established pay periods.
Landfill employees' normal hours of work shall be eighty (80) hours over a two-week period, scheduled Tuesday through Saturday, inclusive.

b) For all clerical and office employees, the normal hours of work shall be seventy (70) hours over a two-week period, on a flexible basis, commencing 12:01 a.m. Sunday and ceasing at 11:59 p.m. Saturday, in accordance with established pay periods.

c) For Part-Time employees, the normal hours of work shall be assigned by the Employer to not normally exceed thirty (30) hours per week.

d) For Term employees, hours of work shall generally be identified on the planned work schedule; however, these may vary due to management's requirements.

e) An employee assigned to another department will work the hours of the applicable department.

14.03 All full-time employees shall be allowed two (2) non-consecutive fifteen (15) minute rest periods and an unpaid lunch break of no less than thirty (30) minutes and no greater than sixty (60) minutes in duration during each work period.

14.04 When available, inside work will be provided for all employees if, in the opinion of the head of the department, it is not reasonable to work outside because of wet, stormy, or extremely cold weather. When the head of the department is not available, their designate will decide whether these conditions exist.

14.05 Employees sent home because no such inside work is available shall be paid one (1) full hour for each hour or part thereof during which they have been available for work, prior to having been sent home.

ARTICLE 15: OVERTIME

15.01 Employees required to work in excess of forty four (44) hours a week shall be paid at one and one-half times (1½ x) their normal rate of pay for each hour or part thereof so worked. Clerical and office employees required to work in excess of thirty-nine (39) hours weekly shall be paid at one and one-half times (1½ x) their normal rate of pay for each hour or part thereof so worked.

15.02 a) An employee who is required for stand-by shall be paid the following amount per week: $320.00.

b) If called out, the stand-by employee shall be entitled to payment in accordance with clause 15.01 or accumulation in accordance with clause 15.04. The Employer will provide the stand-by employee with a communication device. All employees will be placed on the stand-by rotation. When mutually agreed by all Parties, an employee may switch their stand-by rotation with another employee who is willing to accept the switch. When an employee is in possession of a communication device, they shall be permitted to bank all hours on a call-out. If a second employee is called out, they will also be permitted to bank all hours on the call-out. All call-outs shall be a minimum of three (3) hours.

15.03 Any employee called back to work after eighty-eight (88) hours have been accumulated in a pay period will be credited for a minimum of three (3) hours increased by one and one-half times (1½ x) in accordance with Article 15.01.

15.04 Overtime Bank

a) An employee may accumulate (bank) hours worked in excess of normal hours to the extent the employee desires. The employee may utilize up to a total (maximum) of one hundred and twenty (120) hours as time off which may be taken off at any time subject to seven (7) days notice and approval by the immediate supervisor. The employee may either bank or be paid for hours worked in excess of normal hours in each pay period. The employee must reduce this accumulation of hours worked to zero by way of payment or a plan agreed to by the Employer to make use of the time before year end. This plan or payment will be in place by the end of the first pay period ending in December of each year.

b) Time off granted under this article will not incur overtime.

c) Any banked time accumulated after the end of the first pay period ending in December shall be carried over into the next year.

d) Balances of banked overtime will be provided to employees on their bi-weekly pay stub.

ARTICLE 16: HOLIDAYS

16.01 Paid Holidays

a) Employees shall be granted the following Paid Holidays with pay, except as provided in Article 16.01 (g) (ii):

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

b) And also, any other day or days proclaimed by the Government of Canada, the Government of Ontario, or the Council of the Town of Renfrew shall also be recognized as Paid Holidays. The Employer shall consult with the Union regarding available options to address the new Paid Holiday. The total number of paid holidays shall remain at thirteen (13).

c) Any Paid Holiday falling on a Saturday or a Sunday shall be observed on the next following Monday.

d) Employees required to work on December 25th shall be paid two times (2x) their normal rate of pay for each hour worked. Employees required to work on any other Paid Holidays Paid Holiday shall be paid at one and one-half times (1½ x) their normal rate of pay for each hour worked. In addition, such employees shall receive normal holiday pay or (at the employee's election) another day off with pay at a time mutually agreed upon between the employee and the Employer. Alternatively, the employee may elect to bank the equivalent time worked and take it off at a mutually agreed time.

e) When Christmas falls on a Saturday or a Sunday, Christmas shall be observed on the next following Monday and Boxing Day shall be observed on the next following Tuesday.

f) In addition, Full-Time and Part-Time employees shall be granted three (3) floating holidays upon commencement. For clarity, floating holidays for part-time employees will be calculated consistently with statutory holiday pay calculations. Requests for floating holidays must be submitted to management in writing for approval seven (7) days before the date requested.

g) No employee shall be paid for any Paid Holiday:

   i. Unless they worked their last regularly scheduled workday preceding and their next regularly scheduled workday following the Paid Holiday; or

   ii. If they are off due to suspension, leave of absence, pregnancy leave, jury leave, or Worker's Compensation; or

iii. If they have agreed to work on a Paid Holiday and, without reasonable cause, fail to report and perform their normal duties.

h) Where a Paid Holiday falls within an employee's scheduled vacation, they shall receive an additional day with pay to be taken at a time mutually agreed between the Employer and the employee.

i) If any of the Paid Holidays fall on an employee's scheduled day off, the employee shall be entitled to a day off with pay at a time mutually agreed upon by the employee's Department Head. Any banked days must be used by December 1st or a plan agreed to by the Employer to make use of the time before year end. This plan will be in place by the end of the first pay period ending in December of each year or they will be paid out. Any banked time accumulated after the end of the first pay period in December shall be carried over into the next year.

16.02 Special Holiday Leave

The following additional times shall be observed as Paid Holidays for full-time employes:

a) All full-time employees shall be granted one (1) day leave without loss of normal pay, benefits, or seniority, to be taken during the holiday season at a time mutually agreed upon between the employee and the Employer. This replaces the previous entitlement of two half (1/2) days.

b) A part-time or Term employee shall be paid for these days in the same manner that they are paid for statutory holidays.

16.03 Paid Personal Days

Full-time employees shall be entitled to use a maximum of five (5) paid personal days per year. For part-time employees, this entitlement will be pro-rated based on their regularly scheduled hours compared to a full-time schedule. For Example, an employee working 50% of full-time hours would receive 2.5 paid personal days. There is no carry-forward of unused days. Once an employee has used their annual allotment of paid personal days, they may use any accrued banked time, vacation, or floating holidays.

ARTCLE 17: VACATION

17.01 Annual Leave

a) Employees who will have completed the following full years of service during the calendar year shall be granted annual leave with normal pay, benefits, and seniority in according with the work week as defined in Article 14:

< Than one (1) years' service	Two (2) work weeks
One (1) year < eight (8) years' service	Three (3) work weeks
Eight (8) years < eighteen (18) years' service	Four (4) work weeks
Eighteen (18) years < twenty-seven (27) years' service	Five (5) work weeks
Twenty-seven (27) + years' service	Six (6) work weeks

b) Upon commencement Full-Time employees who have yet to pass probation will be provided with a pro-rated annual leave entitlement based on the remaining days in the calendar year. Come the January 1st following their commencement with the town, they will receive the applicable leave entitlements under 17.01.

c) Upon commencement all employees other than full-time employees will be provided with vacation pay in accordance with the *Employment Standards act, 2000*, as amended or replaced.

d) Payment in lieu of annual leave may be mutually agreed upon between the employee and the Employer. One (1) work week of annual leave may be carried over to the following year upon mutual agreement by the employee and the Employer.

e) Employees who cease employment with the Employer, whether through resignation, termination, or any other reasons, shall have their annual vacation entitlement pro-rated based on the portion of the calendar year worked. Any unused vacation entitlement will be paid out in accordance with the Employment Standards Act, 2000, as amended or replaced.

17.02 The scheduling of annual leave shall be in accordance with the following:

a) Annual leave may be taken any time during the calendar year subject to the ability of the Employer to maintain a qualified work force.

b) An employee shall be entitled to take up to three (3) work weeks of their annual leave entitlement at any one time.

c) Application for annual leave shall be made by February 1st each year on a form provided by the Employer. Seniority shall govern should a conflict exist due to annual leave requests.

d) The annual leave schedule shall be posted by March 11th and shall not be allowed without the consent of each employee whose annual leave schedule would change as a result of such alteration.

17.03 Other Leave While on Annual Leave

When an employee qualifies for short-term income replacement benefits, parental, compassionate, or court leave, or any other approved leave while on annual leave, the relevant clauses governing such other leave shall apply and such other leave shall not be deducted from the employee's annual leave entitlement. The period of annual leave displaced by such other leave may be taken in accordance with the provisions governing annual leave. The Employer will endeavour to permit the taking of such displaced leave during the vacation period.

ARTICLE 18: SICK LEAVE PROVISIONS

18.01 a) Short-Term Income Replacement Benefits

All full-time employees who are unable to perform their duties due to a non-occupational illness or injury shall be entitled to short-term income replacement benefits, calculated on the employee's normal rate of pay, in accordance with the following schedule:

Length of Service	100% Salary (weeks)	75% Salary (weeks)
6 months – 12 months	3	14
1 year – 2 years	4	13
2 years – 3 years	5	12
3 years – 4 years	6	11
4 years – 5 years	7	10
5 years – 6 years	8	9
6 years – 7 years	9	8
7 years – 8 years	11	6
8 years – 9 years	13	4
9 years – 10 years	15	2
10 years or more	17	0

b) Maximum Benefit

i. Each employee's entitlement regarding the number of weeks at 100% of salary will be calculated based on the employee's length of service within each Employer, which will be updated on the first January each year. Each employee's allotment of 100% weeks will be automatically renewed on the first normal working day in January, providing the employee is working on that day. Employees in receipt of short-term or long-term income replacement benefits on the first normal working day in January will receive their new allotment of

100% weeks when they have returned to work on a full-time basis for one full work week.

ii. Successive absences from work due to the same illness or injury will be considered as the same period of disability unless separated by two (2) consecutive full work weeks.

iii. After exhausting the seventeen (17) week provision in 18:01 (b) (i) and (ii) the employee shall apply for sick leave benefits under the Employment Insurance program. These benefits will cease no later than the end of the thirty-second (32^{nd}) week from the last full day worked, at which time the employee shall be covered in accordance with Article 18:01 (f). The Employer will assist the employee in applying for employment insurance and will maintain the employee's weekly rate of pay for the two-week waiting period if applicable. The weekly rate of pay for the waiting period shall be at the rate paid for the week immediately preceding.

c) Part-time employees who have completed six (6) months of service and who are unable to perform their duties due to a non occupational illness or injury shall be entitled to short-term income replacement benefits at the rate of 100% of their normal rate of pay. Such benefits shall be prorated based on the regular part-time work schedule. Such benefits, in hours, are earned based on the average hours per week worked each month. Credited hours will be accumulated (banked) as they are earned and reduced as they are used. Such "banked" hours are available only to provide income replacement in the event of a non occupational illness or injury arising during the term of such part time employment.

d) Top-Up

i. Full-time employees may elect to apply any remaining day of annual leave or banked time in order to "top-up" benefits in accordance with this section.

ii. Benefits "topped-up" in this manner shall not exceed 100% of the employee's normal rate of pay and annual leave or banked time so applied will be deducted from the employee's unused entitlement to such leave in the same proportion as it is used to provide for such "topping-up."

iii. Employees wishing to elect such "top-up" must notify the Department Head, or their designate, in writing, and at the time of the initial application for benefits as provided.

e) Short-Term Income Replacement Benefits Continued

i. Employees who are entitled to short-term income replacement benefits may obtain such benefits upon the submission of medical documentation satisfactory to the Employer. For clarity, routine medical appointments or consultations do not qualify for short-term income replacement benefits.

ii. An employee who is absent for more than three (3) consecutive working days must submit medical documentation satisfactory to the Employer to be eligible for short-term income replacement benefits. The Employer reserves the right to request medical documentation satisfactory to the Employer at any time. This requirement may be waived at the discretion of the Employer.

iii. If the absence is expected to exceed five (5) working days, the employee shall provide additional medical documentation within ten (10) working days of the commencement of the absence. This documentation must include:

- Confirmation of the medical condition; (Nature of Illness)
- Functional abilities information;
- Estimated duration of the absence; (prognosis)
- Any recommended accommodations or return-to-work plans.

This requirement may be waived at the discretion of the Employer.

iv. Such documentation must be satisfactory to the Employer and will be used to determine eligibility for continued short-term income replacement benefits and to facilitate a safe and timely return to work, including modified duties where appropriate.

v. The Employer reserves the right to request updated medical or functional abilities information at any time during the absence, particularly where:

- The absence is prolonged;
- There is a pattern of frequent absences;
- The initial documentation is incomplete or unclear.

vi. Where the Employer has concerns regarding the adequacy or accuracy or the medical documentation, the matter may be referred to a specialist medical practitioner of the employee's choice for further assessment. The Employer will reimburse the employee for reasonable costs associated with obtaining such documentation.

vii. The Employer will maintain confidentiality of all medical information and will only use such information for the purpose of administering benefits and facilitating return to work.

f) Long-Term Income Replacement Benefits

i. The Employer will maintain a Long-Term Disability (LTD) Insurance Benefit providing 60% of normal monthly earnings on behalf of all full-time employees who have completed six (6) full months of service and who are unable to perform their duties as the result of a non-occupational illness or injury. As of 01 July 2002, the premium for this LTD benefit will be paid by the employee by way of payroll deductions on a bi-weekly basis. Please refer to your employee booklet for complete details. Upon request by the Local, a copy of the current master policy will be provided upon receipt from the carrier.

g) Seniority And Continuity of Employment

i. Employees in receipt of short-term income replacement benefits shall continue to be employees of the Employer and shall continue to accumulate seniority and receive health and welfare benefits in accordance with the terms of this agreement.

ii. Employees in receipt of long-term income replacement benefits shall continue to be employees of the Employer for a period of one hundred twenty-one (121) weeks from the last full day worked and shall retain, but not accumulate, seniority for this period. Employees in receipt of LTD will have annual leave earned during the year prorated downward according to the amount of the year on LTD. Employees shall not receive compensation for Statutory Holidays while in receipt of LTD. The Employer will maintain life insurance, dental, and extended health coverage for such employees in accordance with the provisions of this agreement for the first sixty-nine (69) weeks of this period.

iii. An employee who makes application for Long-Term Disability Insurance benefits, which application is denied, or an employee in receipt of long-term disability insurance benefits, which benefits are discontinued, must forthwith make themselves available for work. Notwithstanding clause 9.05, an employee who fails to make themself available for work within two (2) working days following the denial or discontinuation of benefits shall cease to be an employee of the Employer effective the date of such denial or discontinuation.

iv. An employee returning to work after a period of being in receipt of Long-Term Income Replacement benefits shall be returned to their former position in accordance with the seniority provisions of this agreement if they are medically fit to fully perform the duties of that position. In the event that they are not medically fit to fully perform the duties of that position, the Employer will endeavour to provide light duties or other alternate employment which the employee is medically fit to perform. The employee will be offered such light duties or alternate employment as may be available in accordance with the seniority provisions of this agreement.

ARTICLE 19: LEAVE OF ABSENCE

19.01 Pregnancy and Parental Leave

All employees shall be entitled to pregnancy and parental leave in accordance with the qualifying terms and conditions of the *Employment Standards Act, 2000* S.O. 2000 C.41 as amended.

19.02 Bereavement Leave

a) An employee shall be entitled to five (5) working days leave of absence without loss of normal pay, benefits, or seniority at the time of a death or to attend the funeral, memorial service, or internment if held at a later date, for an employee's father, stepfather, mother, stepmother, spouse (as per *Ontario Family Law Act)*, son, stepson, daughter, and stepdaughter.

b) An employee shall be entitled to three (3) working days leave of absence without loss of normal pay, benefits, or seniority at the time of a death, or to attend the funeral, memorial service, or internment if held at a later date, for an employee's brother, sister, father-in-law, mother-in-law, grandparent, grandchild, or other relative living with the employee.

c) An employee shall be entitled to one (1) working day leave of absence without loss of normal pay, benefits, or seniority at the time of death, or to attend the funeral, memorial service, or internment if held at a later date, for an employee's aunt, uncle, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or spouse's grandparent.

19.03 Court or Jury Leave

a) An employee, other than a Grant employee, shall be granted leave of absence without loss of normal pay, benefits, or seniority in order to serve as a juror or witness in any court, and shall remit to the Employer all sums received from the court for jury or witness pay or fees exclusive of any allowance received for travelling, meals, or other expenses.

19.04 General & Statutory Leave of Absence

a) An employee, other than a Grant or Temporary employee, may be granted leave of absence without pay or benefits or loss of seniority for such period as may be agreed upon between the employee and the Employer.

b) An employee, other than a Grant employee, may be granted leave of absence without loss of benefits or seniority for such period as may be agreed upon between the employee and the Employer. Remuneration for this period shall be derived from hours accumulated in accordance with Article 14.

ARTICLE 20: PAYMENT OF WAGES AND ALLOWANCES

20.01 Effective on the first pay period beginning in each calendar year, the hourly rates for employees shall be outlined in *Appendix A – Wage Rate Grids* for the years 2026, 2027, and 2028.

20.02 Grant employees shall receive such rate of pay as the grant requires.

20.03 When a new classification within the bargaining unit is established by the Employer, the Employer shall determine the rate of pay for such new classification. Once the rate is determined, and then within seven (7) days, the Employer shall advise the Union of the rate.

If the Union disagrees with the rate, it shall have the right to request a meeting with the Employer. At such meeting, the Parties will review the rate, the Employer's rationale for establishing the rate, and the reasons the Union disagrees with the rate. If the Parties reach agreement, the agreement is effective as of the date on which the Employer gave the Union notice of the new rate.

When the Employer makes a substantial change in the job content of an existing classification, which in reality causes such classification to become a new classification, the Employer agrees to meet with the Union if requested to permit the Union to make representation with respect to the appropriate rate of pay.

If the Parties are unable to reach an agreement, either Party may refer the dispute to arbitration, as provided in this agreement, provided the referral is made fifteen (15) days of the meeting.

Any decision by a Board of Arbitration, or Arbitrator as the case may be, shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classifications.

Any change awarded as a result of the arbitration shall be retroactive only to the date on which the Employer gave the Union notice of the new rate.

20.04 When a Full-Time or Part-Time employee is directed by the Employer to temporarily perform the duties of a higher-paying position within the bargaining unit, they shall receive the rate of pay in the higher paid position. When an employee from inside the bargaining unit temporarily performs the duties of a higher classification, they will be placed at the lowest step on the grid that is required to ensure they receives a 3% increase (rounded to the nearest whole number).

ARTICLE 21: EMLPOYEE BENEFITS

21.01 The Employer will remain on behalf of all full-time employees who have completed six (6) full months of service, insurance or other indemnification plans, while provided the following benefits:

a) Extended Healthcare

The Employer will provide benefits as presently provided in the Employer's standard extended health care group insurance policy and as detailed in the employee's benefit description booklet. In addition, the Employer will maintain a vision care supplement, to a maximum of three hundred and fifty dollars ($350.00) per family member in a two-year period, toward the cost of prescription eye wear and/or eye examination for the employee and eligible dependents. A drug card will be provided to each employee as identified in Article 21.01.

b) Dental Care

The Employer will provide a dental plan equivalent to a Manulife Level 1 – Basic Services with no riders at current Ontario Dental Association rates. For active employees benefits will continue to age 70 or retirement.

21.02 The Employer will maintain on behalf of all full-time employees who have completed six (6) full months of service, insurance or other indemnification plans which provide the following welfare benefits:

a) Life Insurance

Group life insurance, which provides a death benefit of two (2) times the employee's normal annual earnings, and which includes an accidental death and dismemberment rider as detailed in the employee's benefit description booklet.

b) Dependent Life Insurance

The Employer will provide dependent life insurance coverage for each employee, which provides a dependent death as follows:

Spouse	$10,000
Children	$5,000

21.03 The Employer will bear the full cost of providing the benefits detailed in clauses 18.01 (a), 18.01 (c), 21.01, and 21.02.

21.04 Commencing on the completion of six (6) full months of service, the Employer will pay to each part-time employee a sum equal to fifteen percent (15%) of their normal pay in lieu of health and welfare benefits as provided in clauses 21.01 and 21.02 and Article 24 or, based on the employee's eligibility and election to join the Ontario Municipal Employees Retirement System (OMERS), a sum equal to ten percent (10%) of their normal pay in lieu of health and welfare benefits as provided in clauses 21.01 and 21.02.

21.05 The Parties acknowledge that the carrier, if any, of insurance or other indemnification plans as may be required under this Article is at the sole discretion of the Employer, so long as the benefits provided are identical or superior to those currently in effect.

21.06 The Parties acknowledge that the premiums and benefits provided under this Article are subject to the applicable laws of Canada and of the Province of Ontario.

21.07 In the event that a full-time employee who has completed six (6) full months of service is granted parental leave as provided in clause 19.01, the Employer will continue to provide for the duration of such parental leave health and welfare benefits as provided in clauses 21.01 (a) and (b), and 21.02 as long as the employee continues to pay LTD premiums by way of post-dated cheques. If any cheque is returned not-sufficient funds, benefits shall cease.

21.08 Employee Recognition Program

The Employer agrees to continue coverage of benefits to retired full-time employees based on the formula listed below to age 65. To be eligible for these benefits, employees must apply for and meet OMERS pension plan conditions and qualifications. Benefits shall be extended health coverage, dental care, and $25,000 life insurance as defined under the Collective Agreement. The employees shall pay their premium contributions by way of post-dated cheques. If any cheque is returned not-sufficient funds, benefits shall cease.

30 years of service with the Town of Renfrew	100% paid by Employer
25 years of service with the Town of Renfrew	75% paid by Employer 25% paid by employee
20 years of service with the Town of Renfrew	50% paid by Employer 50% paid by employee

21.09 Upon the request of either Party, the Parties will meet at a mutually convenient time to discuss the employee/Employer benefit program.

21.10 Statutory Benefits

The Employer and each employee will contribute to the following benefit plans in accordance with the relevant laws of Canada and of the Province of Ontario, as may be amended from time to time and in accordance with the regulations as may be made pursuant to such laws:

Canada Pension Plan
Employment Insurance
Workplace Safety & Insurance Board

ARTICLE 22: PENSION

22.01 Pension Plan

Full-time employees shall be enrolled in the Ontario Municipal Employees' Retirement System (OMERS) pension plan and shall maintain their enrolment in the plan subject to its terms and conditions. Part-time and Casual employees have the right to enroll into the OMERS pension plan subject to its terms and conditions.

ARTICILE 23: GENERAL CONDITIONS

23.01 Meal Allowance

a) The Employer shall provide up to fifteen dollars ($15.00) for the purchase of a hot meal for an employee who has worked two (2) or more hours prior to, or immediately following, a scheduled eight (8) hour shift. This provision does not apply to employees who work a regularly scheduled shift of ten (10) hours or more.

b) Employees required to travel outside of the municipality will be compensated in accordance with the municipality's travel policy.

23.02 First Aid Kits

First aid kits shall be supplied and maintained by the Employer in such locations, including in mobile units, as to be easily accessible to all employees.

23.03 Driver's License Required

a) Full-Time and Part-Time employees, other than such employees occupying office and clerical positions, and employees who are assigned to the Landfill and Community and Recreation Services department, must possess an Ontario Class "D(Z)" driver's license.

   I. Employees assigned to the Community and Recreation department must possess of an Ontario Class "G" driver's license.

b) If an employee who is required to have a driver's license has their licence suspended, the Employer will endeavour to assign the employee to a position that does not require possession of a driver's licence for the term of such suspension and in accordance with the seniority and pay provisions of this agreement.

c) It is explicitly agreed that the Employer will so endeavour only with respect to the first such suspension occurring during the term of the employee's employment with the Employer. Repeated suspensions or failure to maintain the required class of driver's licence may result in disciplinary action up to and including termination, subject to the provisions of the Agreement.

d) It is further explicitly agreed that the Employer will not place an employee in a position all of the duties of which they are not able to fully discharge.

e) It is finally explicit agreed that the Employer will not create a position for the employee to so accommodate the employee.

f) If the Employer is unable to assign the employee to such a position that does not require the possession of a driver's license, the employee will be placed on leave of absence without pay or benefits and without loss or accumulation of seniority for a period of up to one year.

g) Notwithstanding 23.04(c) above, an employee to whom section 23.04 a) applies, whose driver's license has been suspended and reinstated and whose driver's license is suspended for a second or more time, shall be treated for the purposes of this Article as if it were the first such suspension if five (5) full years have elapsed between the date on which the driver's licence was reinstated and the date on which the charge was laid which results in the second or subsequent license suspension.

h) It is agreed each employee shall have the responsibility to obtain and maintain the class of driver's licence which will permit the employee to undertake duties as stated in the employee's job classification. The employee is required to notify the Corporation immediately upon any change lessening the employee's class of driver's licence.

i) The Corporation shall pay one hundred (100%) of the total cost of a medical examination required to maintain a DZ license that is required by the Employer and the Ministry of Transportation for renewal of a DZ license. This is effective date of ratification of this Collective Agreement. To quality for this payment, the employee must present a receipt to the Corporation from a physician or nurse practitioner.

23.04 Tools, Equipment, and Work

a) The Employer will provide and maintain all tools and equipment necessary to carry out the work of the Employer. Employees shall use such tools and equipment only for the work of the Employer and shall treat such tools and equipment with reasonable care.

b) The Employer will provide each employee with gloves as required.

c) In December of each year, each Full-Time employee, except clerical and office employees, will receive a credit of six hundred and forty dollars ($640.00) to be use toward the purchase of safety equipment including safety shoes or boots, and other work clothing from the selections provided by the town. Employees commencing employment during the year will be provided with such safety clothing as necessary and as determined by the Supervisor.

Regular Part-Time employes, except clerical and office employees, will receive a prorated amount based on hours worked in the previous year in order to make their selections of work clothing that is ordered by the town for their staff. All inside workers shall be provided with safety equipment as and when required. Operations Assistants will receive a credit of three hundred and twenty $320.00 to be use toward the purchase of safety equipment including safety shoes or boots, and other work clothing from the selections provided by the town.

23.05 Third Party Liability

The Corporation shall indemnify and save harmless all employees from any and all third-party claims arising from the employee's discharge of their official duties as an employee of the Corporation save and except to the extent of the employee's negligence. The Corporation shall defend any civil action, which may arise under this article.

23.06 Kilometrage Allowance

The Employer agrees to compensate an employe using their personal vehicle on behalf of the Corporation, in accordance with the policy of the Council, and as amended from time to time.

ARTICLE 24: RETROACTIVITY

24.01 a) ii) Increases to the salary schedule shall be retroactive to January 01, 2026. Where employees either have left the employ of the Employer and/or have entered into the employ of the Employer between January 01, 2026, and December 31, 2028, they shall be entitled to the prorated amount of such payments.

The Employer will endeavour to provide all retroactivity within thirty (30) days of receiving written notice of ratification. If the retroactivity is not paid within forty-five (45) days, then thereafter interest will be paid.

All retroactivity will be paid to employees by direct deposit and retroactivity pay will be itemized on their pay-stub.

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

ARTICLE 25: TERM OF AGREEMENT

25.01 This Agreement shall come into force and effect on January 01, 2026, and shall remain in force and effect until December 31, 2028, and unless either Party gives to the other Party written notice by registered mail of the termination, or of a desire to negotiate the amendment or modification of this agreement as hereinafter provided, for a further year without change, and so on from year to year thereafter.

25.02. Notice of the termination of this agreement may be provided by either Party to the other Party but not more than ninety (90) days and not fewer than sixty (60) days prior to the termination date.

25.03 Notice of a desire to negotiate the amendment or modification of this agreement may be provided by either Party to the other Party within ninety (90) days prior to the termination date.

25.04 Either Party, upon receipt of notice as provided in this article, shall meet with the other Party within such reasonable time as may be agreed for the purposes of negotiating a successor agreement and shall bargain in good faith and both Parties shall submit proposed amendments or modifications in writing at the first such meeting.

Signed in Renfrew this 6th day of May, 2026.

FOR THE EMPLOYER	FOR THE UNION
______________________	______________________
______________________	______________________
______________________	______________________
______________________	______________________
	______________________

:hf/cope491

Wage Rate Grid - CUPE Local 121 Effective January 1, 2026 **Rates adjusted by 4%					
Classification	**Part-time Casual Term Temporary**	**Full-time**			
		Step 1	Step 2	Step 3	Step 4
		Start	6 months	12 months	24 months
Customer Service Representative	$ 23.28	$ 26.18	$ 27.05	$ 27.93	$ 29.11
Maintenance Labourer Janitor	$ 24.62	$ 27.70	$ 28.62	$ 29.55	$ 30.77
Machine Operator / Landfill Operator I Purchasing Assistant / Program Assistant Operations Assistant	$ 26.69	$ 30.01	$ 31.02	$ 32.02	$ 33.35
Skilled Operator / Landfill Operator II	$ 27.56	$ 31.00	$ 32.04	$ 33.07	$ 34.44
Finance Clerk, Mechanic	$ 28.59	$ 32.16	$ 33.23	$ 34.31	$ 35.73
Lead Hand	$ -	$ 35.07	$ 36.23	$ 37.41	$ 38.97

Wage Rate Grid - CUPE Local 121 Effective January 1, 2027 **Rates adjusted by 3%					
Classification	**Part-time Casual Term Temporary**	**Full-time**			
		Step 1	Step 2	Step 3	Step 4
		Start	6 months	12 months	24 months
Customer Service Representative	$ 23.98	$ 26.97	$ 27.86	$ 28.77	$ 29.98
Maintenance Labourer Janitor	$ 25.36	$ 28.53	$ 29.48	$ 30.44	$ 31.69
Machine Operator / Landfill Operator I Purchasing Assistant / Program Assistant Operations Assistant	$ 27.49	$ 30.91	$ 31.95	$ 32.98	$ 34.35
Skilled Operator / Landfill Operator II	$ 28.39	$ 31.93	$ 33.00	$ 34.06	$ 35.47
Finance Clerk, Mechanic	$ 29.45	$ 33.12	$ 34.23	$ 35.34	$ 36.80
Lead Hand	$ -	$ 36.12	$ 37.32	$ 38.53	$ 40.14

Wage Rate Grid - CUPE Local 121 Effective January 1, 2028 **Rates adjusted by 2%					
Classification	**Part-time Casual Term Temporary**	**Full-time**			
		Step 1	Step 2	Step 3	Step 4
		Start	6 months	12 months	24 months
Customer Service Representative	$ 24.46	$ 27.51	$ 28.42	$ 29.35	$ 30.58
Maintenance Labourer Janitor	$ 25.87	$ 29.10	$ 30.07	$ 31.05	$ 32.32
Machine Operator / Landfill Operator I Purchasing Assistant / Program Assistant Operations Assistant	$ 28.04	$ 31.53	$ 32.59	$ 33.64	$ 35.04
Skilled Operator / Landfill Operator II	$ 28.96	$ 32.57	$ 33.66	$ 34.74	$ 36.18
Finance Clerk, Mechanic	$ 30.04	$ 33.78	$ 34.91	$ 36.05	$ 37.54
Lead Hand	$ -	$ 36.84	$ 38.07	$ 39.30	$ 40.94

LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE TOWN ON RENFREW

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES

AND ITS LOCAL 121

RE: CALL-OUT PROTOCOL FOR PUBLIC WORKS

Whereas, on or about January 5, 2024 the Employer recognized that it would be beneficial to establish a Call-Out Protocol for Public Works, and proposed two (2) methods that are widely used in the industry (1) Seniority, (2) Hog List;

And whereas, the Local Union discussed the matter, and voted on or about January 11, 2024, with the outcome of (1) Seniority being chosen as the preferred method;

And whereas, the Local Union has requested that the Parties draw up a Letter of Understanding which records that the Employer initiated, and suggested the matter go to vote, and the results of the vote;

The Parties now agree without prejudice or precedent to any other matter, the following conditions of the Letter of Understanding:

1) Once the most senior employee has reached one-hundred and twenty (120) hours in their overtime bank, per Article 10.09, the overtime will be offered to the next most-senior employee on the list. This process will continue down the seniority list until all employees have reached the one-hundred and twenty (120) hour bank limit.
2) The parties agree that this LOU will remain in effect until the expiry of the current collective agreement, at which point it is the intent of the Parties to negotiate its contents during the next round of negotiations, unless the LOU is eliminated or re-negotiated prior to that time. For greater clarity, this LOU does not diminish the Employer's ability to exercise its management or other rights provided for by the collective agreement. "

SIGNED AT RENFREW ON this 10 **day of** May**, 2024.**

CUPE Local 121 - SENIORITY LIST			as of Jan 31, 2026				
First Name	Surname	Classification		Date of Hire	Adjusted Date of Hire	Department	Division
Mark	Breen	Lead Hand	Regular Full Time	11-Jun-07	13-Jun-07	Infrastructure, Public Works & Engineering	Public Works
Jeff	Nadobny	Skilled Operator	Regular Full Time	13-Dec-10	21-Jan-11	Infrastructure, Public Works & Engineering	Public Works
Randy	Smith	Lead Hand	Regular Full Time	04-Apr-14	16-Aug-14	Library, Community & Recreation Services	Recreation
Mike	Fortier	Mechanic	Regular Full Time	14-Sep-15	14-Sep-15	Infrastructure, Public Works & Engineering	Public Works
Steve	Wallace	Lead Hand	Regular Full Time	09-Jan-17	09-Jan-17	Development & Environment	Landfill
Kevin	Crozier	Lead Hand	Regular Full Time	22-Oct-18	23-Dec-18	Library, Community & Recreation Services	Recreation
Barry	Dodd	Skilled Operator	Regular Full Time	15-Jan-18	20-Mar-19	Infrastructure, Public Works & Engineering	Public Works
Amelie	Maillee	Skilled Operator	Regular Full Time	14-Mar-19	24-Jun-19	Infrastructure, Public Works & Engineering	Public Works
Logan	Butson	Maintenance/Labourer/Janitor	Regular Full Time	15-Dec-19	09-Mar-21	Library, Community & Recreation Services	Recreation
Frank	Visneskie	Skilled Operator	Regular Full Time	07-Oct-21	07-Oct-21	Library, Community & Recreation Services	Recreation
Cole	Eady	Skilled Operator	Regular Full Time	28-Mar-22	28-Mar-22	Infrastructure, Public Works & Engineering	Public Works
Brent	Leech	Machine Operator	Regular Full Time	24-May-22	24-Jun-22	Infrastructure, Public Works & Engineering	Public Works
Ryan	Agnew	Skilled Operator	Regular Full Time	11-Sep-22	16-Nov-22	Library, Community & Recreation Services	Recreation
Theresa	Villneff	Customer Service Representative	Regular Full Time	16-Sep-19	22-Jan-23	Library, Community & Recreation Services	Community Services
Alison	Kean	Landfill Operator I	Regular Full Time	13-Sep-22	08-Feb-23	Development & Environment	Landfill
Oliver	Iacobucci	Maintenance/Labourer/Janitor	Regular Full Time	29-May-23	29-May-23	Library, Community & Recreation Services	Recreation
Carter	Griese	Maintenance/Labourer/Janitor	Regular Full Time	16-Sep-23	15-Oct-23	Library, Community & Recreation Services	Recreation
Ashley	Robertson	Purchasing Assistant	Regular Full Time	02-Jan-24	02-Jan-24	Finance & Corporate Services	Finance
Kyle	Defalco	Maintenance/Labourer/Janitor	Regular Full Time	02-Jan-24	03-Jan-24	Library, Community & Recreation Services	Recreation
Carrie	Cunningham	Programs Assistant	Regular Full Time	15-Jan-24	15-Jan-24	Library, Community & Recreation Services	Community Services
Kayla	McComb	Operations Assistant	Regular Full Time	15-Jan-24	15-Jan-24	Infrastructure, Public Works & Engineering	Public Works
Courtney	Loan	Customer Service Representative	Regular Full Time	13-Feb-24	13-Feb-24	Finance & Corporate Services	Finance
Scott	Brown	Machine Operator	Regular Full Time	18-Mar-24	18-Mar-24	Infrastructure, Public Works & Engineering	Public Works
Brittany	Fenton	Skilled Operator	Regular Full Time	18-Mar-24	18-Mar-24	Library, Community & Recreation Services	Recreation
John	Campbell	Maintenance/Labourer/Janitor	Regular Full Time	19-Aug-24	19-Aug-24	Library, Community & Recreation Services	Recreation
Marc	Ladouceur	Maintenance/Labourer/Janitor	Regular Full Time	03-Nov-25	03-Nov-25	Library, Community & Recreation Services	Recreation
Colin	Charron	Maintenance/Labourer/Janitor	Regular Full Time	28-Oct-25	23-Nov-25	Library, Community & Recreation Services	Recreation
Brad	Wylie	Machine Operator	Regular Full Time	01-Dec-25	01-Dec-25	Infrastructure, Public Works & Engineering	Public Works

First Name	Surname	Classification		Date of Hire	No. of Hours	Department	Division
Bonnie	McIntyre	Customer Service Representative	Regular Part Time	09-Jan-19	4,567	Library, Community & Recreation Services	Community Services
Corin	Freamo	Customer Service Representative	Regular Part Time	28-Jun-24	1,874	Library, Community & Recreation Services	Community Services
Casey	Cherry	Customer Service Representative	Regular Part Time	19-Sep-25	275	Library, Community & Recreation Services	Community Services