CUPE / Canadian Union of Public Employees

Ingersoll

COLLECTIVE AGREEMENT

between

THE CORPORATION OF THE TOWN OF INGERSOLL

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES

and its LOCAL 107 LONDON CIVIC EMPLOYEES

(INGERSOLL PUBLIC WORKS)

July 1st, 2026 - June 30th, 2029

vp/cope491

TABLE OF CONTENTS

ARTICLE 1 – UNION RECOGNITION 3
ARTICLE 2 – UNION SCOPE 3
ARTICLE 3 – MANAGEMENT RIGHTS 4
ARTICLE 4 – UNION REPRESENTATION 5
ARTICLE 5 – GRIEVANCE & ARBITRATION PROCEDURE 6
ARTICLE 6 – MANAGEMENT GRIEVANCES 8
ARTICLE 7– POLICY GRIEVANCE 9
ARTICLE 8 – DISCHARGE & DISCIPLINE CASES 9
ARTICLE 9 – NO STRIKES OR LOCKOUTS 10
ARTICLE 10 – SENIORITY 10
ARTICLE 11 – HEALTH & SAFETY 12
ARTICLE 12 – POSTING OF NOTICES 13
ARTICLE 13 – LEAVE OF ABSENCES 13
ARTICLE 14 – CORRESPONDENCE 15
ARTICLE 15 – WAGES 15
ARTICLE 16 – HOURS OF WORK & OVERTIME 15
ARTICLE 17 – VACATION WITH PAY 17
ARTICLE 18 – PAID HOLIDAYS 18
ARTICLE 19 – GENERAL 19
ARTICLE 20 – SICK LEAVE 20
ARTICLE 21 – HEALTH & WELLNESS PLAN 22
ARTICLE 22 – DURATION 26
SCHEDULE A 27
LETTER OF UNDERSTANDING RE EARLY SHIFT AND SHIFT PREMIUM 28
LETTER OF UNDERSTANDING RE PUBLIC WORKS SUMMER HOURS OF WORK 30

ARTICLE 1 – UNION RECOGNITION

1.01 The Town recognizes the Union as the exclusive bargaining agency for all employees of The Town in its Public Works Department save and except the Public Works Foreman, Manager of Public Works, persons above the rank of Public Works Foreman and office staff.

ARTICLE 2 – UNION SCOPE

2.01 The Town and the Union agree that there shall be no discrimination interference, restriction, or coercion exercised or practiced with respect to any employee in the matters of hiring, wage rates, training, up-grading, promotion, transfer, layoff, recall, discipline, discharge, or in the administration of any of the provisions of this Collective Agreement by reason of any grounds prohibited under the *Ontario Human Rights Code*, or for any other reason.

2.02 The Town agrees that there shall be no discrimination, interference, restrictions or coercion exercised or practiced by any of its representatives with respect to any employee because of their membership or non-membership in the Union.

2.03 The Town and the Union acknowledge that the *Ontario Human Rights Code*, the *Employment Standards Act*, the *Ontario Labour Relations Act*, and the *Occupational Health & Safety Act* shall apply to all employees. Any greater right or benefit contained in these Acts shall prevail.

2.04 All employees of The Town covered by this Agreement, as a condition of continuing employment, shall remain members in good standing of the Union. All future employees shall, upon acquiring seniority, become and remain members of the Union.

2.05 The Union shall notify The Town of the amount of union dues to be deducted monthly and fees or assessments levied by the Union on its members. The Union shall indemnify and save The Town harmless from any and all claims or causes of action made by the employees or otherwise arising out of such deduction and remittance.

The Town shall deduct from all employees immediately upon hiring the dues payable on the first pay day of each calendar month and shall remit the same to the Union prior to the end of such month. The deductions shall be accompanied with a list, provided electronically, of the names of all employees from whose union dues and assessments were deducted, including union dues paid, monthly earnings, employment status, and whether an employee is on a leave.

Once annually, by January 31st in any given year, the Town shall provide electronically to the Union a listing of its employees who are members of the bargaining unit. Such list shall include the employees name, position and date of hire of said member. The list shall also include the home mailing address, personal telephone number, and personal email of the employee as provided

to the Town. The list shall also identify the Employee's employment status (whether permanent or casual) and whether the employee is on a leave of absence.

Within twenty (20) working days after the date of hire, the Town shall also provide electronically, the same information of every new hire within the bargaining unit to the Union.

The Parties recognize that, from time to time, there may be other occasions when it is necessary for the Union to request updated home mailing address, personal telephone number or personal email address of bargaining unit member(s), and may request same from the Town. The Town agrees that it would then provide the Union with the requested information, if the information had previously been provided to the Town by the bargaining unit member.

2.06 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, experimenting, or in emergencies when regular employees are not available, and provided that the act of performing the aforementioned operations, in itself, does not reduce the hours of work or pay of any employee. The parties recognize that during extreme weather conditions, for various reasons, staff shortages may occur that require the Foreperson or Manager to assist in winter control operations. For clarity, this provision would only apply after all qualified employees have been given the opportunity to work. In recognition of this provision the Town agrees to provide additional float holiday per year.

2.07 Contracting Out

The Employer shall not contract out, in whole or in part, any work or services normally performed and/or belonging to the bargaining unit, except in the case of emergencies when bargaining unit employees and/or equipment are not available. Bargaining unit employees shall not be laid off, or suffer loss of remuneration, including overtime due to contracting out. For clarity, "not available" means the employee is currently working, or the employee does not have the ability to perform the work.

ARTICLE 3 – MANAGEMENT RIGHTS

3.01 The Union acknowledges that it is the responsibility and function of The Town to hire, promote, demote, transfer, reclassify and suspend employees; and also the right of The Town to discipline or discharge any employee for just cause, provided that a claim by an employee, who has acquired seniority, that the employee has been discharged, suspended or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided. It is understood and agreed that such functions shall not be exercised in a manner inconsistent with the provisions of this Agreement.

3.02 The Union further recognizes the right of The Town to manage the affairs of the operation on all respects. The location of its operations, the direction of the working forces, the methods, processes and means of work used, the schedules of operation, the right to decide on the number of employees needed by The Town at any time, the right to use improved methods, machinery and jurisdiction over all operations, buildings, machinery, tools and employees, are the function and responsibility of The Town. The Town also has the right to make, alter and enforce from time to time reasonable rules and regulations, not inconsistent with the Collective Agreement, to be observed by the employees, but where new rules and regulations are made or altered, The Town shall notify the employees prior to implementing the new or amended policy, and cause same to be duly posted on the bulletin board over the signature of the Chief Administrative Officer. A copy shall be emailed to the Union in accordance with Article **14.01** at the same time that employees are notified.

3.03 In applying the responsibilities, rights and authorities, set out in the foregoing Articles, The Town agrees that these functions shall not be exercised in a manner that is arbitrary, discriminatory, bad faith, unreasonable, or inconsistent with this Agreement and are subject to the right of the Union and/or the employee concerned to process a grievance in the manner and to the extent provided in this Agreement.

ARTICLE 4 – UNION REPRESENTATION

4.01 The Town shall recognize a Unit chairperson selected by the Union. The Town shall be advised of the name of the Unit Chairperson and shall be notified of any change from time to time in writing. The Unit Chairperson shall be a permanent employee, who has completed the required probationary period, of The Town. The Union may select an alternate Unit Chairperson in the event such additional representation is needed. The Union shall have the right, at any time, to have assistance of a representative of the Canadian Union of Public Employees when dealing or negotiating with The Town.

4.02 In the event the parties mutually agree to convene a meeting between them, in connection with a matter arising out of this Agreement, and the Unit Chairperson or alternate or both, are required by The Town or by this Agreement to be present, such Unit Chairperson or alternate may leave work without loss of basic pay to attend such meeting.

4.03 The Bargaining committee shall consist of a maximum of six (6) persons, one of whom shall be a National Representative of CUPE and at least two (2) employees of the Unit. Bargaining Unit employees, as appointed to the Bargaining Committee by the Union, shall attend such meetings, as mutually arranged, with the Town representative during regular working hours without loss of basic pay. Should the time spent in bargaining go beyond their regular working hours, they shall be provided with time in lieu.

4.04 It is agreed by the parties that the Local President and/or designate of the Local, and/or a National Representative shall be notified and attend meetings to assist the employee and/or Unit Chairperson in investigations, grievance, and arbitration

meetings, that may arise from time to time with The Town. An employee may request the attendance of the Unit Chair, and/or Local President and/or designate, and/or National Representative at a workplace accommodation meeting. It is further agreed that The Town may have any assistance which may be required from time to time including legal counsel subject to advising the Union in writing.

4.05 The Town agrees that the Unit Chairperson shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while investigating disputes and presenting adjustments as provided in this Article. The Union understands and agrees that the Unit Chairperson is employed to perform full-time work for The Town and that they shall not leave work during working hours without permission from the Manager of Public Works.

ARTICLE 5 – GRIEVANCE & ARBITRATION PROCEDURE

5.01 The parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible.

5.02 No grievances shall be considered where the circumstances giving rise to it occurred or originated more than ten (10) working days before the filing of the grievance.

5.03 Grievances shall be adjusted and settled as follows:

Step 1
The aggrieved employee shall present their grievance in writing on a form supplied by the Union and approved by the Town to the Foreperson with the assistance of the Unit Chairperson. A meeting shall be held, within ten (10) working days of the receipt of the grievance, between the Foreperson and Manager, the Union, and the aggrieved employee(s) in an attempt to resolve the grievance. The Foreperson or Manager shall provide a decision in writing to the Union with a copy to the aggrieved employee(s) within seven (7) working days of the meeting. If a settlement is not reached within seven (7) working days (or any other period of time which may be mutually agreed upon), the grievance may be forwarded to the next step at any time within seven (7) working days thereafter.

Step 2
The aggrieved employee may present their grievance in writing to the Manager of Public Works with the assistance of the Unit Chairperson. A meeting shall be held, within ten (10) working days of the receipt of the grievance, between the Director of Engineering, the Union, and the aggrieved employee(s) in an attempt to resolve the grievance. The Director of Engineering shall provide a decision in writing to the Union with a copy to the aggrieved employee(s) within seven (7) working days of the meeting. If a settlement is not reached within seven (7) working days (or any other period of time which may be mutually agreed upon), the grievance may be forwarded to the next step at any time within seven (7) working days thereafter.

Step 3
The aggrieved employee may present their grievance in writing to the Chief Administrative Officer or designate. A meeting shall be held, within ten (10) working days of the receipt of the grievance, between the Chief Administrative Officer or designate, the Unit Chairperson, the Local President, and/or their designate, and the National Representative in an attempt to resolve the grievance. The decision of the Chief Administrative Officer or designate shall be given in writing to the Union with a copy to the aggrieved employee(s) within seven (7) working days after the time the matter is presented.

5.04 If the decision of the Chief Administrative Officer or designate is not satisfactory, and if the grievance is one which concerns the interpretation, application, administration, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, the grievance may be referred by either party to arbitration as provided in this Article at any time within twenty (20) working days after the decision of the Chief Administrative Officer or designate has been provided in writing to the aggrieved employee and to the Union.

5.05 Both parties to this Agreement agree that any dispute or grievance concerning the interpretation, application, administration, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, which has been properly carried through all the steps of the grievance procedure, and which has not been settled, shall be referred to a Board of Arbitration, or where both parties agree to a single Arbitrator, at the request of either of the parties hereto.

5.06 The Board of Arbitration shall be composed of one (1) person appointed by The Town, one (1) person appointed by the Union and a third (3rd) person to act as Chairperson chosen by the other two (2) members of the Board.

5.07 Within seven (7) working days of the request of either party for the Board, each party shall notify the other of the name of its appointee.

5.08 Should the person chosen by The Town to act on the Board, and the person chosen by the Union, fail to agree on a third (3rd) person within seven (7) working days of the notification, the Minister of Labour for the Province of Ontario shall be asked to nominate a member of the judiciary of the Province of Ontario to act as Chairperson.

5.09 The decision of a Board of Arbitration, or a majority thereof, constituted in the above manner shall be binding on both parties.

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

5.11 Each of the parties to this Agreement shall bear the expenses of the Nominee appointed by it; and the parties shall jointly bear the expenses, if any, of the Chairperson.

5.12 No person shall be selected as Arbitrator who has been directly involved in attempts to negotiate or settle the grievance or the Agreement.

5.13 Notwithstanding the foregoing, on agreement between the parties, a single Arbitrator may be substituted for the Arbitration Board set out herein in which case the grievance shall be assigned to an Arbitrator mutually agreed upon by the parties.

If the referring party proposes the use of a single Arbitrator, it shall include the written notice of referral the name(s) of the single Arbitrator(s) it proposes to hear the grievance.

Upon receipt of the notice, the recipient shall inform the other party in writing within ten (10) working days whether it is agreeable to the use of a single Arbitrator. If the recipient of the notice is not agreeable to the use of a single Arbitrator, it shall state in its written response the name of its appointee to the Board of Arbitration.

In the event the parties agree to the use of a single Arbitrator, the party who filed the grievance shall, within and not after thirty (30) working days from the date of the parties writing upon the identity of the single Arbitrator, invite the Arbitrator in writing to hear the matter and to schedule a mutually agreeable date(s) for hearing.

If the parties agree to the use of a single Arbitrator, but are unable to agree upon the identity of the single Arbitrator within the thirty (30) working days from the date of the referral to arbitration, either party may thereafter request the Minister to make such appointment as may be necessary in accordance with section 48 of the *Labour Relations Act, 1995*.

If the parties agree to the use of a single Arbitrator, then the cost of such Arbitrator shall be shared equally by the parties.

5.14 Time Limits

A working day is considered a full calendar day Monday to Friday excluding holidays, in accordance with Article 18 – Paid Holidays. The time limits referred to in this Article may be extended by mutual agreement of the conferring parties or Arbitrator.

ARTICLE 6 – MANAGEMENT GRIEVANCES

6.01 It is understood that the Management may at any time request a meeting with the Unit Chairperson, the Local President, and a National Representative of the Union, to be held at a time convenient to both of the parties hereto, to discuss any complaint with respect to the conduct of the Union, its officers or members, in its relationship with The Town or other employees and that, if such complaint by the Management is not settled to the mutual satisfaction of the conferring parties, it shall be treated as a grievance and may be referred

to arbitration for determination in the same way and to the same extent as the grievance of an employee.

ARTICLE 7– POLICY GRIEVANCE

7.01 Any dispute which concerns the interpretation, application, administration, or alleged violation of the Agreement , including any question as to whether a matter is arbitrable, and which involves the interest of the employees as a whole may be taken up by the Union as a policy grievance and processed in accordance with the grievance procedure if a written statement of such grievances is lodged with the Chief Administrative Officer within fourteen (14) working days after the circumstances giving rise to the grievance originated. All preliminary steps of the grievance procedure prior to Step 2 shall be omitted in such cases. It is further agreed that the Local President, and a representative of the Canadian Union of Public Employees may be present at any step in the grievance procedure with respect to such policy grievance, with notice to the Town.

ARTICLE 8 – DISCHARGE & DISCIPLINE CASES

8.01 In the event of an employee who has attained seniority being disciplined, or discharged from employment, and the employee feeling as though Management did not have just cause for the discipline, or discharge, the case may be taken up as a grievance.

8.02 A claim by an employee who has attained seniority that they have been unjustly disciplined, or discharged from their employment shall be treated as a grievance if a written statement of such grievance is lodged within seven (7) working days after the employee is notified of their discipline, or discharge. In the case of discipline, the grievance shall commence at Step 2 of the grievance procedure. In the case of discharge, the grievance shall commence at Step 3 of the grievance procedure All preliminary steps of the grievance procedure prior to Step 2 or Step 3, as the case may be, shall be omitted in such cases.

8.03 Discipline grievances may be settled by confirming the Employer's action in disciplining the employee, or by setting aside the discipline with full compensation for lost time and without loss of seniority, or by substituting a lessor penalty with full compensation for time lost and without loss of seniority, or by any other arrangement which is just and equitable in the opinion of the conferring parties or the Arbitrator.

Discharge grievances may be settled by confirming the Employer's action in dismissing the employee, or by reinstating the employee in their former position with full compensation for time lost and without loss of seniority, or by substituting a lessor penalty with full compensation for time lost and without loss of seniority, or by any other arrangement which is just and equitable in the opinion of the conferring parties or the Arbitrator.

8.04 Where an Employee has not received a disciplinary notation (to include suspensions) for a period of eighteen (18) months, all disciplinary notation(s) shall be removed from the employee's file and shall not be used against the employee beyond that period.

ARTICLE 9 – NO STRIKES OR LOCKOUTS

9.01 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 lifetime of this Agreement, there shall be no strikes or lockouts either complete or partial and no picketing. Strike and lockout shall be as defined in the *Labour Relations Act,* R.S.O. 1990, Chapter L.2., as amended.

9.02 Should the Union claim that cessation of work constitutes a lockout, it may file a grievance with the Chief Administrative Officer and such grievance may be processed in accordance with the grievance procedure and the arbitration procedure.

ARTICLE 10 – SENIORITY

10.01 (a) In all cases of promotion within the Bargaining Unit, provided the employee has the necessary skill, competence and efficiency, seniority shall be the governing factor.

Vacancies or newly created positions shall be posted within twenty (20) working days for a period of not less than ten (10) working days.

(b) Seniority shall govern on a voluntary basis in regards to layoffs and vacations. If there are no volunteers for layoff, employees shall be laid off in reverse order of seniority.

(c) Overtime and equipment operations shall be distributed on an equitable basis.

10.02 (a) Any new employee, other than a student employee, shall be considered probationary until such employee has been employed for a period of sixty (60) working days in a twelve (12) calendar month period beginning at the employees original hiring date, and shall have no seniority rights during that period. After sixty (60) working days, service, seniority rights shall be established and shall date back sixty (60) working days from that date. For identical dates of hire, the tie breaker shall be a drawing of names supervised by the Union and Employer representatives, and the employees with the identical hire dates.

(b) If an employee is retained in employment beyond the probationary period, they shall receive payment for all paid Holidays as listed in Article 18.01 falling within the probationary period.

10.03 An employee shall not lose their seniority rights if the employee is absent from work because of sickness, injury, layoff, or leave of absence approved by the Town.

An employee shall only lose seniority in the event the employee:

(i) is discharged for just cause and is not reinstated;

(ii) resigns;

(iii) is absent from work in excess of three (3) working days, without notifying The Town, unless such notice was not reasonably possible

(iv) fails to return to work within seven (7) working days following a layoff and after signifying their intention to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep The Town informed of their current address;

(v) is laid off for a period longer than two (2) years.

10.04 A seniority list shall be prepared by the Town and shall be posted on the Bulletin Board in January of each year, with a copy provided to the Union in accordance with Article 14.

10.05 If an employee covered by this Agreement should be promoted to a supervisory or confidential position not subject to this Agreement, they shall retain the seniority earned to the time of such promotion for a period of sixty (60) worked days, subject to the following limitations:

(a) While the employee remains in a position outside this Bargaining Unit, such seniority shall have no application whatsoever.

(b) If the employee is subsequently returned to Bargaining Unit, seniority previously earned shall be restored and additional seniority shall begin to accrue upon their return.

(c) An employee returned to the Bargaining Unit shall be placed in the position of a regular employee and no permanent employee shall be laid off or displaced as a result of this action.

10.06 "Casual Worker" is a person contracted for circumstances when regular employees are not available. The use of a casual worker shall not result in a reduction the hours of work or pay of any employee covered by this collective agreement. This employee shall be covered under all Articles in the Collective Agreement except seniority, sick leave, benefits and vacation. Vacation pay shall be as per the *Employment Standards Act*. A casual worker shall not work more than sixty (60) accumulated days in a twelve (12) month period.

10.07 LAYOFF & RECALL

(a) Whenever it becomes necessary to reduce the working force, employees shall be laid off in reverse order of seniority. The Union shall be notified, in writing, of any potential layoffs thirty (30) working days in advance of the notification to the employee(s). The Employer and the Union shall meet within seven (7) working days of the notification. The Employer shall provide the rationale for the layoff, expected duration, and shall discuss and consider any other feasible alternatives. The Employer shall provide written notice of layoff to the employee(s) who are to be laid off, with a copy to the Union, twenty (20) working days prior to the effective date of the layoff, or the notice period in accordance with the *Employment Standards Act*, whichever is greater. If the employee has not had the opportunity to work the twenty (20) working days as provided in this Article, or the notice period in accordance with the *Employment Standards Act*, whichever is greater, the employee shall be paid for the days for which work was not made available. Temporary employees, and then probationary employees shall be laid off prior to layoff of a permanent employee. Permanent employees on layoff shall be recalled, in order of seniority, prior to hiring any new employee including temporary employee(s).

(b) Employees shall be recalled in order of seniority. Employees who are laid off shall be retained on the seniority list for a period of twenty-four (24) months. If, during that period they are recalled to work, they shall signify their intention to do so within five (5) working days (excluding Saturdays, Sundays and paid holidays) of the date of the notice of recall, unless a reasonable explanation is provided. Notice of recall shall be given by the Employer by registered mail to the last address on record with the Town. Notice of recall shall be effective five (5) working days after the notice was sent by registered mail.

ARTICLE 11 – HEALTH & SAFETY

11.01 (a) The Town shall continue to make reasonable provisions for the safety and health of its employees during hours of employment. The Union agrees to assist the Town in maintaining proper observation of all safety and health rules. A Joint Health and Safety Committee has been approved for the Town and the Union shall appoint one (1) member to the committee. The Safety Committee **shall** meet to discuss and adopt Safety and Health measures when requested by either party.

(b) The Town and Union agree to work under *The Occupational Health and Safety Act*, as amended and all provisions of the Act.

11.02 (a) An employee who is injured during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of the shift at their regular rate of pay without deduction from sick leave, provided that a doctor or nurse states that the employee is unfit for further work on that shift.

(b) Where an employee is absent as a result of an accident while at work, or illness inherent to occupation, and, as a result is receiving Workers'

Compensation as awarded by the Workplace Safety and Insurance Board, they shall receive the difference between their regular pay and the Board's award, such difference not to be deducted from their sick leave credit.

11.03 The Town agrees that all vehicles and buildings be equipped with fire extinguishers and adequate first aid kits.

11.04 The Town agrees to the training of, and recognition of qualified first aid personnel and to pay the cost of the course including books.

11.05 (a) The Town shall pay, six hundred seventy-five dollars ($675) per year to each employee no later than the first pay period in October, as a clothing allowance. Safety boots as required by the Town must be worn as a condition of employment.

(b) In the event of an employee is hired after October 1st, payment shall be pro-rated on the basis of the time remaining to October 1st in the following year.

ARTICLE 12 – POSTING OF NOTICES

12.01 A bulletin board shall be provided by The Town for Union notices and no notice shall be posted except on such board.

There will be no distribution or posting by employees of pamphlets, advertising or non-union political matter, cards, notices or any other kind of literature upon The Town's property except as herein provided.

ARTICLE 13 – LEAVE OF ABSENCES

13.01 The Town shall grant leave of absence without pay to two (2) employees elected by the Union to attend Union Conventions, seminars, education, training, and/or conferences for a period or periods not exceeding fourteen (14) working days in any calendar year, provided that, in the opinion of the Manager of Public Works, this shall not interfere with the efficient operation of the Department and provided further that such leave shall not be unreasonably withheld.

13.02 (a) The Town shall grant a leave of absence without pay to an employee for legitimate personal reasons provided such absence does not interfere with the efficient operation of the department. For the purpose of this paragraph, the fact that an employee's vacation does not coincide with that of their spouse and desire to vacation together shall not be considered "a legitimate personal reason." An employee shall not take employment elsewhere while on leave of absence without the consent of The Town.

(b) Employees shall be allowed three (3) paid days per calendar year for the

purposes of personal and/or family preventative health care, tending to family illness, family emergencies, or bereavement leave not covered under Article 13.03.

13.03 An employee shall be granted leave of absence, without loss of pay in the following schedule:

(a) Five (5) scheduled working days in the event of death of spouse (including same-sex and common-law), child including still birth, father, mother, legal ward or guardian of the employee. This includes step relations.

(b) Three (3) scheduled working days for grandparent, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister, brother of the employee. This shall include step relations.

(c) One (1) day in the event of death of uncle, aunt, first cousin, brother-in-law, sister-in- law, niece, and nephew of the employee, except if the funeral, memorial service, internment, visitation, celebration of life, or bereavement event is two hundred fifty (250) km or more from Ingersoll, then two (2) days may be granted and if the funeral, memorial service, internment, visitation, celebration of life, or bereavement event is more than four hundred (400) km or more from Ingersoll then three (3) days may be granted.

(d) One (1) day to serve as pallbearer.

(e) If the funeral, memorial service, internment, visitation, celebration of life, or bereavement event is two hundred fifty (250) km or more from Ingersoll then one (1) additional day may be granted for family members described in Article 13.03 (a) and Article 13.03 (b).

(f) If an employee is notified of a death identified above during working hours, that employee shall be granted paid leave for the remainder of the working day in addition to any bereavement leave covered by this Article.

(g) An employee may request that all or part of their bereavement leave be taken at a later date to attend a delayed funeral, memorial service, internment, visitation, celebration of life, or bereavement event. Such time shall be taken within twelve (12) months which may be extended with mutual agreement between the parties.

13.04 An employee who is summoned to serve as juror or is required by writ or subpoena to appear in court as a witness during the employees scheduled working days, shall be paid regular pay for the time required to be in court, provided the employee presents to The Town the process which required a presence in court and pays over to The Town the amount received as such juror or witness.

ARTICLE 14 – CORRESPONDENCE

14.01 All correspondence between the parties arising out of this Agreement or incidental thereto, save and except with reference to employee grievances, shall pass, electronically, to and from the Chief Administrative Officer, or their designate, and the Local President, Unit Chairperson, and the Secretary of the Union.

ARTICLE 15 – WAGES

15.01 The Town and the Union agree that all payments of wages shall be made in accordance with the wage rates set forth in Schedule A hereto, which is hereby made a part of this Agreement.

ARTICLE 16 – HOURS OF WORK & OVERTIME

16.01 The following Articles are intended to define normal hours of work and shall not be construed as a guarantee or hours of work per day or per week or of days of work per week.

16.02 (a) Overtime at the rate of time and one-half (1 1/2) of the employee's basic rate shall be paid for all hours worked in excess of eight (8) hours per day or forty (40) hours per week, and for the first three (3) hours worked on Saturday. Overtime at the rate of double the employee's basic rate shall be paid for all hours worked in excess of the first three (3) hours worked on Saturday and for all hours worked on Sunday.

(b) Any overtime must be authorized by the Manager of Public Works or Foreperson and appear on the time sheet. No overtime shall be allowed for five (5) minutes or less, of time worked, nor shall an employee lose time if the employee is late for five (5) minutes or less. If the employee works six (6) minutes and less than fifteen (15) minutes overtime, they shall be paid for fifteen (15) minutes. If the employee is late by more than five (5) minutes, they shall have fifteen (15) minutes time deducted from their pay. The above formula shall apply for each quarter hour paid.

(c) Notwithstanding Article 16.02 (a) and Article 16.02 (b), an employee may elect to bank any earned overtime not to exceed a maximum of forty (40) hours at any one time, which is replenishable, in a calendar year. Such banked overtime not used or paid out by the last pay period in October shall be paid out by the second (2nd) pay date in November of the calendar year it was accumulated. An employee may elect to request banked overtime to be paid out at the end of each month with notification submitted with their time sheet. Banked overtime may be used for time off work on the basis of a full day as set out in Article 16.03 (a) as mutually agreed between the Superintendent and the employee. If an employee leaves the employment of the Town for any reason, such accumulated overtime shall be paid out and added to the final pay cheque. The Employer shall notify each employee of

the amount of their remaining banked time the last week in August of each year, and notify them of the cut-off date for final payout.

16.03 (a) The normal work week for all employees save and except shift employees shall consist of five (5) working days commencing on Monday and ending on Friday. A normal working day shall consist of eight (8) working hours. The day shift shall not commence before 7:00 a.m. and end at 3:30 p.m. with a half hour unpaid lunch, with the exception of the Street Sweeper who may be required to start before 7:00 a.m. Any variation during hours of work shall be negotiated by the Town and the Union.

(b) Employees who are called in early, may leave, after eight (8) hours of work with the approval of the Superintendent/Foreperson, and without pay for the remainder of the scheduled work day. The provisions of Article 16.05 shall not be affected.

16.04 (a) Employees who are required to be on standby duty shall receive an allowance of three hundred dollars ($300.00) per seven (7) day week 12:01 am Monday morning. This allowance shall in no way affect the overtime provisions of this Agreement. One (1) employee per week will be required for standby, during periods to be determined by the Town with agreeable notification. The Town reserves the right to require two (2) employees per week for standby with agreeable notice and in compliance with Article 16.04 (a), Article 16.04 (b), and Article 16.04 (c).

(b) If a paid holiday or holidays occurs in a week that an employee is on standby duty in accordance with Article 16.04 (a), then the employee shall receive an additional thirty dollars ($30.00) for each paid holiday that occurs in that week and paid on the calendar date of such paid holiday.

(c) The Town shall supply the employee on standby with a cellular phone.

(d) Each employee who is on standby shall be available to work upon being contacted by the Employer or dispatch. Any employee called into work shall arrive at the Public Works shop within a maximum of forty-five (45) minutes from the time of dispatch.

(e) If an employee is unavailable to receive a standby call, the dispatcher shall leave a voice mail message and contact the Employer. The Employer shall call the employee a second time and if there is no response the Employer shall move onto the next employee listed on the standby list.

16.05 An employee, who is called into work after they have left the Public Works Building, shall be paid at the appropriate overtime rate for all hours worked with a minimum payment of three (3) hours. However, if the employee is called into work prior to the start of their scheduled shift and works until the commencement of their normal shift, the employee shall not be entitled to the minimum allowance but shall be paid at the appropriate overtime rate for all

hours worked up to the commencement of their normal shift plus one-half (1/2) hour.

16.06 Overtime and call back time shall be offered on an equitable basis among employees who are willing and qualified to perform the available work. Any employee who refuses or is not available by phone shall be considered to have worked.

16.07 One (1) seventeen dollars and fifty cents ($17.50) Meal Allowance shall be paid per employee for overtime worked on a weekend, holiday, and when line painting. When an employee works ten (10) hours or more, they shall be entitled to a meal allowance of seventeen dollars and fifty cents ($17.50).

ARTICLE 17 – VACATION WITH PAY

17.01 The Town and Union mutually agree that the following interpretation of the Article shall prevail:

(a) An employee shall not be entitled to receive their vacation in units of less than five (5) consecutive working days unless otherwise mutually agreed upon between the employee and the Town.

(b) Vacation entitlement for employees, hired after July 1st , 1996, shall be computed from January 1 of each calendar year.

(c) On or before the fifteenth (15th) day of March in each year, the Town shall circulate a list so that each employee may write in their choice of vacation dates. When preparing the annual vacation schedule, the Town shall, subject to its right to maintain a qualified working force, give the choice of vacation dates to employees with the greatest seniority provided they give notice of such choice not later than the first (1st) day of April. The vacation schedule shall be completed on or before the fifteenth (15th) day of April in each year, and when completed, copies shall be posted on the bulletin board.

(d) Vacation periods requested following the posting of the vacation schedule as required must, by Article 17.01 (c), be submitted to the Town no later than seven (7) days prior to the period requested.

(e) If an employee decides not to take their vacation as recorded on the posted Vacation Schedule, the employee must give the Town fourteen (14) calendar days' notice of their intention to cancel.

(f) The fourteen (14) days' notice requirement shall not apply if the employee or immediate family members are proven sick or there is a death of a family member as set out in Article 13.03 (a) and Article 13.03 (b). Such sickness or death must have occurred within seven (7) calendar days prior to the start of the employee's vacation.

(g) All employees will use their vacation allotment by June 30th of the following year. All employees may carry over a maximum of forty (40) hours vacation in any year.

17.02 Vacation Entitlement Schedule

During the first year of employment, employees shall receive a prorated amount of vacation at one (1) day per month of service. New employees who begin service on or before the fifteenth (15th) day of a month shall be granted credit for a full month of service, up to a maximum of twelve (12) days of vacation. For example, if an employee is hired on or before June 15th, the employee shall receive a prorated vacation entitlement for seven (7) months, which equals seven (7) days or fifty-six (56) hours.

In January following the year you were hired:

Vacation Effective Date	Entitlement/Hours
January of your 2nd Year (After 1 year)	120 hours, equivalent to 3 weeks or 15 days
January of your 6th year (After 5 years)	160 hours, equivalent to 4 weeks or 20 days
January of your 11th year (After 10 years)	200 hours, equivalent to 5 weeks or 25 days
January of your 16th year (After 15 years)	240 hours, equivalent to 6 weeks or 30 days
January of your 21st year (After 20 years)	280 hours, equivalent to 7 weeks or 35 days

17.03 An employee's vacation period and time off for banked overtime shall be made available at any time throughout the calendar year subject to the right of the Town to maintain an adequate working force, but in no case, will more than three (3) employees be on vacation at any one time. During the months of December through March inclusive, the third (3rd) employee's vacation time shall be subject to a guarantee of availability of one (1) of the three (3) employees for call-in as required.

ARTICLE 18 –PAID HOLIDAYS

18.01 All employees who have attained seniority under Article 10.02 of this Agreement shall receive payment of their regular rates for the following holidays:

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

Agree to add Heritage Day if and when such a day is declared a statutory holiday by the Federal Government.

In addition to the above, each employee of the Public Works Department shall receive eighteen (18) hours floating holidays, but the Town must be notified at least seven (7) days in advance of the day the employee requests to have off, unless a reasonable explanation is provided. An employee may request a maximum of one (1) day during a compressed work-week annually.

Such payment for not working shall be based on the employee's regular current hourly rate for a normal work day subject to the following conditions:

(i) In order to qualify for holiday pay, the employee must work their full scheduled shift immediately preceding and immediately following the holiday concerned, unless absence is due to sickness, vacation or approved leave of absence.

(ii) If any of the above holidays fall on a Saturday or Sunday, the Town may establish the Monday and/or Tuesday subsequent to the holiday and/or the Friday previous to the holiday as the day to be observed as the holiday, unless otherwise mutually agreed.

(iii) Where the vacation period taken by an employee under the provisions of the preceding paragraphs includes one (1) or more holidays, then such period shall be increased by one (1) day of each holiday so included with such period.

(iv) If an employee works on one (1) of the above named paid holidays, they shall receive payment at double time actually worked in addition to receiving their holiday pay.

ARTICLE 19 – GENERAL

19.01 Employees shall be granted a fifteen (15) minute rest period in the morning in addition to the regular scheduled lunch period.

19.02 Employees shall have the right to review their personnel file, upon providing seventy-two (72) hours, three (3) working days, written notification to the Human Resources Coordinator. Such review shall occur in the presence of the Human Resources Coordinator.

19.03 Class DZ Driver's Licence

Permanent employees shall have the cost of the Class DZ driver's licence reimbursed by the Employer, upon submission of a receipt.

19.04 CLASS D MEDICAL REPORT REIMBURSEMENT

Permanent employees who are required to undergo a Ministry of Transportation medical examination in order to maintain a Class D driver's licence shall have the

cost of the required medical report reimbursed by the Employer, upon submission of a receipt.

ARTICLE 20 – SICK LEAVE

20.01 Sick leave means the period of time an employee is absent from work with full pay by virtue of being sick or injured, exposed to contagious disease, or because of an injury for which compensation is not payable under the *Workplace Safety & Insurance Act*.

20.02 Eighteen (18) days sick leave per year shall be earned by employees who have attained seniority at the rate of one and one-half (1 1/2) days for every month.

Effective September 1, 2026, the following Article shall replace the Article above.

20.02 Existing Public Works employees shall have their sick bank frozen effective September 1, 2026, and shall be enrolled in the Town's Short Term Income Protection Plan effective September 1, 2026. All employees shall be paid out 50% of their accumulated sick leave benefits up to and including June 30, 2026 at the 2025 wage rate, and shall be paid out fifty percent (50%) of their accumulated sick leave benefits July 1, 2026 to September 1, 2026 inclusive at the 2026 negotiated wage rate, no later than October 20, 2026.

20.03 For every month of regular attendance, an employee who has attained seniority, shall be granted a sick leave credit of one and one-half (1 1/2) days per month and the sick leave credits of the employee may accumulate to a maximum of not more than two hundred (200) days at any one time.

Effective September 1, 2026, the following Article shall replace the Article above.

NOTE: Effective September 1, 2026 to December 31, 2026, employees shall be entitled to forty (40) hours of sick leave days in accordance with Article 20.03.

20.03 Effective September 1, 2026, employees shall be entitled to up to fifteen (15) days sick leave with full regular pay per calendar year, non-cumulative, if by virtue of illness or injury the employee is unable to perform their duties and for which the employee is not eligible for benefits under the *Workplace Safety and Insurance Act (WSIA)*, and such leave shall be subject to Article 20.04.

i. After three (3) consecutive working days of illness or injury, all full-time regular employees shall be provided an Income Protection Plan in accordance with the following schedule so long as the employee is not in receipt of Workplace Safety and Insurance benefits. Such Income Protection Plan shall be provided and administered directly by the Employer.

Insured Weeks at:

Length of Service	Full Salary	75% of Salary
3 months but less than 1 year	1 week	16 weeks
1 year but less than 2 years	2 weeks	15 weeks
2 years but less than 3 years	3 weeks	14 weeks

3 years but less than 4 years	4 weeks	13 weeks
4 years but less than 5 years	5 weeks	12 weeks
5 years but less than 6 years	7 weeks	10 weeks
6 years but less than 7 years	9 weeks	8 weeks
7 years but less than 8 years	11 weeks	6 weeks
8 years but less than 9 years	13 weeks	4 weeks
Over 9 years	17 weeks	0 week

ii. The maximum short term income protection shall be seventeen (17) weeks from the date of disability except there shall be a waiting period of thirty (30) working days between applications for the same injury or illness in excess of an accumulated total of seventeen (17) weeks.

iii Once a full-time regular employee has exhausted/utilized all fifteen (15) days and is absent due to illness or injury for three (3) consecutive working days, the Employer shall compensate for the three (3) days of illness or injury provided that a medical professional's note for the entire absence of the illness or injury is submitted to the Employer. If employee is absent in excess of three (3) consecutive days, they shall be entitled to short-term income protection in accordance with above schedule.

20.04 In order to qualify for sick leave benefits, an employee making such claim must have reported their illness or injury during the first day to the Public Works Office of their absence from work and within thirty (30) minutes of the commencement of that working day.

Effective September 1, 2026, the following Article shall replace the Article above.

20.04 In order to qualify for Short Term Income Protection, an employee making such claim must have reported their illness or injury during the first day to the Manager and/or designate of their absence from work and within at least thirty (30) minutes prior to the commencement of the shift, unless a reasonable explanation is provided.

20.05 An employee may be required after three (3) consecutive days illness or injury to produce evidence from a medical practitioner for any illness, certifying that the employee is unable to carry out their duties due to illness or injury.

Effective September 1, 2026, the following Article shall replace the Article above.

20.05 An employee who is absent because of illness or injury shall continue to accumulate seniority. The Town shall pay benefits as listed in Article 21.01 and Article 21.02 on behalf of an employee who is absent because of illness or injury. If an employee is in receipt of one hundred percent (100%) full salary income protection, the Employer and employee shall continue to make OMERS contributions as if the employee was at work. If an employee is in receipt of

seventy five percent (75%) of salary income protection, and elects to buy back their eligible service through OMERS, the Employer shall match the employee's contributions directly to OMERS. For clarity, the Employer and the employee shall make matching contributions.

20.06 An employee, who has attained four (4) years seniority on termination of employment for any reason except discharge for reasonable and just cause which is not reversed through the grievance procedure and/or arbitration procedure, shall be entitled to fifty percent (50%) of their accumulative sick leave benefits at their normal daily wage rate.

Effective September 1, 2026, the following Article shall replace the Article above.

20.06 The Town may require an employee on Short Term Income Protection benefits to perform duties for which the employee is medically fit to perform. The Town may require and pay for a medical certificate to establish the fitness of an employee to return to modified or regular duties.

20.07 An employee who is absent because of illness or injury shall continue to accumulate seniority for the first fifty-two (52) weeks of such absence. Thereafter, the employee shall retain the seniority they have already acquired but shall not continue to accumulate seniority during their absence. The Town shall pay benefits as listed in Article 21.01 (a) on behalf of an employee who is absent because of illness.

20.08 Notwithstanding Article 20.03, the accumulated sick leave days to the credit of each employee pursuant to Article 20.03 on September 30, 1983, shall be frozen and shall not accumulate beyond the credit as posted by the Town no later than October 31,1985, except that any employee who has less than one hundred (100) days of accumulated sick leave (or the equivalent hours), shall be permitted to accumulate no more than one hundred (100) days at any one time.

ARTICLE 21 – HEALTH & WELLNESS PLAN

21.01 During the term of this Agreement, The Town shall pay one hundred percent (100%) of the premium costs of the following:

(a) Ontario Employer Health Tax and/or a premium based Health Insurance Plan

(b) Dispensing fee – one hundred percent (100%) coverage (no cap)

Chiropractic- maximum six hundred dollars ($600) per person per calendar year for licensed chiropractic services. One (1) x-ray per person, per calendar year.

Physiotherapy - one hundred percent (100%) No referral required.
Massage Therapy - eight hundred dollars ($800) maximum per person per calendar year. No referral required.

(c) Benefit provider Extended Health Care
Osteopath, Osteopathic Practitioner, Podiatrist/Chiropodist, Naturopath, Acupuncturist, Speech Therapist – four hundred dollars ($400) maximum per specialty, per person, per calendar year. No referral required. For Osteopath, Osteopathic Practitioner, and Podiatrist/Chiropodist, one (1) x-ray per specialty, per person, per calendar year. No cap per visit.

(d) Benefit provider Dental Plan
- Current Ontario Dental Association Fee Guide for all Dental Benefits

(e) Additional Major Coverage:

(i) Charges for inlays, onlays and crowns made from stainless steel, porcelain or acrylic and, with respect to back teeth only, cast gold or gold foil.

(ii) Charges for re-cementation of crowns and inlays

(iii) Charges are reimbursed at sixty percent (60%) and are subject to the two thousand five hundred dollars ($2500) per person per calendar year maximum, applicable to all Major Dental Services.

(f) Orthodontic Services:

(i) Charges for treatment, services and appliances required in connection with the correction of malocclusions.

(ii) Charges are subject to sixty percent (60%) reimbursement and to a lifetime maximum of four thousand dollars ($4000) per insured person. For clarity, this includes the employee, the employee's spouse/partner, and all dependent children who are at least six (6) years of age.

Note: All charges are subject to provision of a Treatment Plan for the Orthodontist prior to the start of a course of orthodontic treatment.

(g) Dentures
Reimbursement for dentures shall be one hundred percent (100%) subject to the two thousand five hundred dollars ($2500) per person per calendar year maximum applicable to all Major Dental Services.

(h) Vision care- five hundred fifty dollars ($550) per person maximum benefit every twelve (12) months and up to a maximum of one (1) optometric examination or one (1) eye refraction per benefit year.

(i) Hearing Aids – four hundred ($400) maximum payable every four (4) years

(j) Life Insurance and A.D. & D. – two hundred fifty percent (250%) of annual earnings of employee
- spouse five thousand dollars ($5,000)
- each child three thousand dollars ($3,000)

(k) The town shall pay the difference between regular lenses and safety lenses to all members of the Bargaining Unit upon change in prescription.

(l) The Town shall enroll the employees in its Long Term Disability Plan with its benefits provider:

Qualifying period one hundred five (105) days, benefit period to age sixty five (65), the monthly benefit before co-ordination with other income is seventy five percent (75%) of regular monthly wages up to a maximum benefit of seven thousand five hundred dollars ($7500) per month, the benefit is offset by primary Canada Pension Plan and reimbursement from the Workplace Safety & Insurance Board. The Town shall pay one hundred percent (100%) of the premium costs of the Plan.

(m) Membership to VPCC for each permanent member and their immediate family.

(n) Psychologist, Social Worker, Psychoanalyst, Psychotherapist, Psychiatrist, Marriage and/or Family Therapist, and Clinical Counsellor for a combined maximum of one thousand dollars ($1000) per person, per calendar year. No cap per visit.

21.02 In addition to the Canada Pension Plan, every employee shall join the Ontario Municipal Employees Retirement System. The Town and the employees shall make contributions in accordance with the provisions of the Plan.

21.03 Job Security

The Town agrees to maintain a work force of not less than nine (9) employees for the duration of this contract.

21.04 Retiree Benefits

(i) Employees hired prior to July 1st, 2012, shall continue to receive the same benefits, in accordance with Article 21.01 (excluding k and l), from the date of their retirement to age sixty-five (65) provided they qualify for an early retirement as set out in the Ontario Municipal Employees Retirement System (OMERS). The Town shall pay one hundred percent (100%) of the premium cost of such benefits.

(ii) (a) The Town shall pay one hundred percent (100%) of the premium cost of the following benefits to retired employees in receipt of an OMERS Pension up to the age of sixty-five (65). Effective July 1st, 2012 any new employees hired must have a minimum of fifteen (15) years' service with the Town in order to be eligible for this benefit.

- Benefit provider E.H.C.
- Benefit provider Dental Plan
- Physiotherapy – one hundred percent (100%)
- Massage Therapy – six hundred dollars ($600.00) maximum per person per calendar year.
- Vision Care – three hundred dollars ($300.00) per person maximum benefit every twelve (12) months. Maximum of one (1) optometric examination or one (1) eye refraction per benefit year.
- Hearing Aids – four hundred dollars ($400.00) maximum payable every four (4) years.
- Chiropractic Services – maximum three hundred fifty dollars ($350.00) per person per calendar year for licensed chiropractic services.

(b) Benefit coverage outlined in Article 21.04 (a) shall cease if the retiree takes other employment providing benefit coverage and such coverage by the Town shall not be renewed.

(c) The retiree must enroll for the benefits at the date of retirement and must continue uninterrupted participation to be eligible.

(d) The retiree must be domiciled in Ontario.

(e) The retiree shall waive any right to claim against the Town and the carrier in the event their coverage lapses by reason of any acts or omission on the retiree's part in fulfilling any of the terms and conditions of the benefit program.

(iii) New employees hired after July 1st, 2014

The Town shall pay one hundred percent (100%) of the premium cost of the following benefits to retired employee's in receipt of an OMERS pension (and who are at least fifty-five (55) years of age), up to the age of sixty-five (65). Effective July 1st, 2014 any new employees hired must have a minimum of twenty (20) years' service with the Town in order to be eligible for this benefit.

- Benefit provider E.H.C.
- Benefit provider Dental Plan
- Physiotherapy – one hundred percent (100%)
- Massage Therapy – six hundred dollars ($600.00) maximum per person per calendar year.
- Vision Care – four hundred dollars ($400.00) per person maximum benefit every twelve (12) months. Maximum of one (1) optometric examination or one (1) eye refraction per benefit year.
- Hearing Aids – four hundred dollars ($400.00) maximum payable every four (4) years.
- Chiropractic Services - maximum six hundred dollars ($600.00) per person per calendar year for licensed chiropractic services.

ARTICLE 22 – DURATION

22.01 This Agreement shall be effective from July 1, 2026 and shall remain in full force and effect until June 30, 2029, and from year to year thereafter unless notice of intention to terminate or amend this agreement is given by either party not more than ninety (90) days before the termination of the said Agreement.

Dated this 21st day of October 2026.

IN WITNESS WHEREOF each of the parties hereto has caused this Agreement to be signed by its duly authorized representative as of the date and year first above written.

FOR THE EMPLOYER

Brian Petrie (2026-10-21 12:46:40 EDT)

Brian Petrie, Mayor

Danielle Richard

Danielle Richard (2026-10-19 09:38:16 EDT)

Danielle Richard, Clerk

FOR THE UNION

Jamie McBride (2026-10-19 11:08:39 EDT)

Jamie McBride, President

Brent Robinson (2026-10-19 09:53:06 EDT)

Brent Robinson, 1st Vice President

Dave Franco (2026-10-19 09:41:12 EDT)

Dave Franco, 2nd Vice President

Bernie Martin (2026-10-19 10:50:19 EDT)

Bernie Martin, Treasurer

Tyler Harborne (2026-10-20 20:51:42 EDT)

Tyler Harborne, Unit Chair

Dawson Bonn (2026-10-21 11:55:34 EDT)

Dawson Bonn, Bargaining Committee

Stephanie Cliff, National Representative

SCHEDULE A

Effective July 1st in each year:

Employee Classification	**2025**	**2026 - 3%**	**2027 - 3%**	**2028 - 3%**
Equipment Operator	32.55	33.53	34.54	35.58
Equipment Operator Lead Hand	36.66	37.76	38.89	40.06
Probationary	31.57	32.52	33.50	34.51
*Student	20.93	21.56	22.21	22.88

A Equipment Operator Lead hand may be appointed by the Town to assist the Manager of Public Works, by directing one or more crews, directing the entire operations of the Unit in the Manager of Public Work's absence and by keeping necessary time sheets and operational records as required.

Notwithstanding the above, it is expected the Equipment Operator Lead hand shall perform normal unit work assignments and operate equipment.

*Student employee shall be an employee for not more than one hundred (100) working days who shall not be entitled to employee benefits contained in Article 20 and Article 21.

LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE TOWN OF INGERSOLL

AND

LONDON CIVIC EMPLOYEES

CUPE LOCAL 107, INGERSOLL UNIT

RE: EARLY SHIFT AND SHIFT PREMIUM

The Town and the Union agree to institute an early shift starting no earlier than 4:00 a.m. and ending no later than 12:30 p.m. when operational requirements make it necessary.

The shift shall be voluntary; notwithstanding, the Union agrees that at least two (2) people shall be available for the shift. An employee electing to be removed from the Early Shift schedule shall provide a minimum of three (3) working days notice unless a reasonable explanation is provided.

The employees on the early shift shall work their normal standby rotation.

These hours shall always be scheduled in a minimum of five (5) consecutive day blocks.

The parties may meet and may amend or extend this letter subject to mutual agreement and ratification by the parties.

It Is understood that shift premium shall be paid at three dollars ($3.00) per hour. No shift premium shall be paid on overtime.

Dated this 21st day of October 2026.

FOR THE EMPLOYER

Brian Petrie (2026-10-21 12:46:40 EDT)

Brian Petrie, Mayor

Danielle Richard

Danielle Richard (2026-10-19 09:38:16 EDT)

Danielle Richard, Clerk

FOR THE UNION

Jamie McBride (2026-10-19 11:08:39 EDT)

Jamie McBride, President

Brent Robinson (2026-10-19 09:53:06 EDT)

Brent Robinson, 1st Vice President

Dave Franco (2026-10-19 09:41:12 EDT)

Dave Franco, 2nd Vice President

Signatures continued on next page…

Bernie Martin (2026-10-19 10:50:19 EDT)

Bernie Martin, Treasurer

Tyler Harborne (2026-10-20 20:51:42 EDT)

Tyler Harborne, Unit Chair

Dawson Bonn (2026-10-21 11:55:34 EDT)

Dawson Bonn, Bargaining Committee

Stephanie Cliff, National Representative

LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE TOWN OF INGERSOLL

AND

LONDON CIVIC EMPLOYEES

CUPE LOCAL 107, INGERSOLL UNIT

RE: PUBLIC WORKS SUMMER HOURS OF WORK

The Employer agrees to notify the Union and employees in January annually regarding the decision to schedule a compressed work week for the Summer months. In addition, the Employer agrees to keep the LOU Public Works Summer Hours.

Dated this 21st day of October 2026.

FOR THE EMPLOYER

Brian Petrie (2026-10-21 12:46:40 EDT)

Brian Petrie, Mayor

Danielle Richard (2026-10-19 09:38:16 EDT)

Danielle Richard, Clerk

FOR THE UNION

Jamie McBride (2026-10-19 11:08:39 EDT)

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Dave Franco, 2nd Vice President

Bernie Martin (2026-10-19 10:50:19 EDT)

Bernie Martin, Treasurer

Tyler Harborne (2026-10-20 20:51:42 EDT)

Tyler Harborne, Unit Chair

Dawson Bonn (2026-10-21 11:55:34 EDT)

Dawson Bonn, Bargaining Committee

Stephanie Cliff, National Representative