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 PARKS AND RECREATION)

July 1st, 2026 – June 30th, 2029

:vp/cope 491

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ARTICLE 1 – UNION RECOGNITION

1.01 The Town recognizes the Union as the exclusive bargaining agent for all employees of The Town in its Parks and Recreation Department save and except Supervisors, persons above the rank of Supervisor, Administrative Coordinator to the Director of Parks and Recreation, persons employed for not more than twenty-four (24) hours per week and students employed during the school vacation period.

ARTICLE 2 – UNION SECURITY

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, temporary, or seasonal) 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 purposes of rendering temporary assistance, covering paid breaks or unpaid lunches at the front desk and aquatics when regular employees are not available, instruction, experimenting, or in emergencies when regular employees are not available, and provided that the act of performing the aforementioned operations, does not reduce the hours of work or pay of any employee.

2.07 It is agreed between the parties that the Town will have the right to employ temporary employees on a seasonal basis for a period of eight (8) months which may be extended by mutual agreement of the parties. The terms and conditions of this Agreement shall apply to temporary employees with the exception of the following:

(i) Article 17 – Vacations

It is agreed by the parties that vacation pay for temporary seasonal employees shall be governed by the *Employment Standards Act* R.S.O. 1990, Chap. E.14, as amended from time to time.

(ii) Article 20 - Short Term Income Protection Plan – Article 20.01 and Article 20.03 shall apply to temporary employees on a prorated basis. A temporary employee who is absent because of illness or injury shall continue to accumulate seniority. The remainder of Article 20 is excluded.

(iii) Article 21 - Health and Welfare Benefits

2.08 It is agreed by the parties that temporary seasonal employees will lose seniority rights upon termination, and any seniority rights cannot be carried forward should the employee be rehired in subsequent years.

2.09 It is agreed by the parties that temporary seasonal employees will not be able to grieve, under Article 5, their termination due to the completion of the work.

2.10

(i) Temporary seasonal employees shall be entitled to the full-time employees' payment towards safety shoes at the beginning of the commencement of their employment with The Town.

(ii) Temporary seasonal employees shall be provided with two (2) golf or tee shirts or sweatshirts or fleece zippered jackets at the commencement of employment.

(iii) All other provisions of Article 11.05 except Article 11.05 (e) do not apply.

(iv) When a part-time employee is employed temporarily on a full-time basis their rate of pay shall be the Temporary /Full-Time Fill In rate as per Schedule A of this agreement.

2.11 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.

3.04 The Town has the right to assign part-time employees to fill in for full-time employees who are absent or are not scheduled to work on a given day provided such assignments do not reduce the regular hours of work or pay of any employee in the Bargaining Unit.

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 provided a Time Off request form is completed. The Unit Chairperson, and bargaining unit member shall attend meetings for negotiation, during their regularly scheduled shift, and such time shall be considered hours worked in place of their regularly scheduled hours.Should the hours spent in bargaining go beyond their regularly scheduled hours, they shall be provided with time in lieu.

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) shall be, employees of the Bargaining Unit.

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, Alternate or Steward, 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 the employee shall not leave work during working hours without permission from the Manager.

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. The grievance shall be presented to the Employee's Supervisor 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 Supervisor and/or Manager, the Union, and the aggrieved employee(s) in an attempt to resolve the grievance. The Supervisor 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 Director of Parks and Recreation 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 Community Services, the Union, and the aggrieved employee(s) in an attempt to resolve the grievance. The Director of Community Services 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. 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 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 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 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, 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 appoint a 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 Arbitrator 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 Not withstanding 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 paid 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 Employer 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 being disciplined, or discharged from employment, and the employee feeling as though Management did not have just cause for the disciplined, or discharge, the case may be taken up as a grievance.

8.02 A claim by an employee 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 disciplined, 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 management'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 management'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 So long as this Agreement continues to operate, there shall be no strikes or lockouts as those terms are defined in the *Labour Relations Act*, 1995, as amended from time to time.

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) Seniority, skill, ability, experience and qualifications all shall be considered in promotions when skill, ability, experience and qualifications are relatively equal, seniority shall govern in making the appointment within the Bargaining Unit.

When a vacancy occurs or if a new position is created, the position shall be posted within twenty (20) working days, and shall be posted for a period of not less than ten (10) working days.

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

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

(d) All seniority accrued by the members as SERCO/CLC/RSI employees shall be honoured by The Town.

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 employee's original hiring date, and shall have no seniority rights during that period. After sixty (60) working days, service and seniority rights shall be established and shall date back to the employee's original date of hire. 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 and have their employment terminated 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 of 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 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) 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 up to four (4) members 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 through St. John Ambulance or Red Cross training and to pay the cost of the course including books.

11.05 The Town agrees to supply uniforms to members of the Bargaining Unit, and further agrees that the initial issue applies to new employees, employees without uniforms, and current employees shall be supplied uniforms as set out in Article 11.05 (e).

(a) Parks and Facilities Operator

Initial issue for new employees upon completion of probation:

- One (1) bomber jacket or parka jacket
- One (1) pair regular or insulated coveralls
- Five (5) pair pants (to a maximum of one hundred dollars ($100) per pair of pants, or a total of five hundred dollars ($500))
- Five (5) shirts or golf or sweatshirts or fleece zippered jacket
- Safety Rubber boots

Upon completion of probation, The Town shall reimburse three hundred and fifty dollars ($350) per calendar year with receipt towards the purchase of safety shoes/boots. Replacement safety shoes/boots shall be allowed based on the approval of the Manager through Mister Safety Shoe, or with the submission of the receipt. If the safety shoe/boots are under warranty, the replacement shall be through the warranty. Approval shall not be unreasonably denied. To clarify, this is a reimbursement and is not a taxable benefit.

(b) Aquatics – Full-time

Initial issue upon completion of probation:

- Three (3) bathing suits
- Three (3) sweatshirts or fleece zippered jackets or golf shirts or tank tops per year
- Two (2) pairs athletic pants (to a maximum of one hundred dollars ($100) per pair of pants, or a total of two hundred dollars ($200))

(c) Front Desk Administrator

Initial issue upon completion of probation:

- Four (4) golf shirts or sweatshirts or fleece zippered jackets or buttoned shirts
- Three (3) pair basic slacks or skirts or shorts (to a maximum of one hundred dollars ($100) per pair of pants, or a total of three hundred dollars ($300))

(d) Fitness Instructor

Initial issue upon completion of probation:

- Five (5) pair of athletic pants (to a maximum of one hundred dollars ($100) per pair of pants, or a total of five hundred dollars ($500))
- Four (4) golf shirts, or sweatshirts or fleece zippered jackets or tank tops

Upon completion of probation, The Town shall reimburse two hundred and fifty dollars ($250.00) per calendar year with receipts towards the purchase of shoes. To clarify, this is a reimbursement and is not a taxable benefit.

(e) It is agreed that The Town provided clothing shall be worn at all times while on duty and shall be clean at the commencement of the shift. In the event an article of clothing becomes unsightly or beyond reasonable repair, the clothing article shall be replaced on a replacement basis by The Town. Replacement pants shall be reimbursed to a maximum of one hundred dollars ($100) per pair. Clothing damaged off the job shall be replaced at the expense of the employee.

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. A bulletin board shall be provided at the Arena, Parks building and the Victoria Park Community Centre. There shall 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 a written request is submitted to the Director or Chief Administrative Officer (or their designate) at least two (2) weeks in advance and in the opinion of the Director, this shall not interfere with the efficient operation of the employee's 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 Article, 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, for family emergencies, or for 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 shall include 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. 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 and 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 and 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 of 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 hourly rates shall be paid for all hours worked in excess of the employee's normally scheduled hours of work.

(b) Any overtime not deemed to be an emergency or necessary to protect the Town's facilities, must be authorized by the Supervisor and shown on the Time Sheets.

16.03 Where the Employer requests an employee to work hours in addition to their regularly scheduled hours, all such hours shall be compensated at the rate of one and one-half (1 ½) times the employee's regular hourly rate, unless a greater premium is provided elsewhere in the Collective Agreement. Employees

who are not regularly scheduled to work Saturdays and/or Sundays shall be compensated at one and one-half (1 ½) times their regular hourly rate for all hours worked on those days, unless a greater premium is provided elsewhere in the Collective Agreement. At the employee's option, overtime compensation may be taken as pay or banked at the applicable overtime rate in accordance with Article 16.07 (b).

16.04

(a) The normal work for employees shall consist of five (5) working days and not necessarily consecutive. The parties agree there shall be no split shifts.

Facilities (Arena)	Summer	Normal Event Booked	8:30 am – 4:30 pm 10:00 am – 6:00 pm 6:00 pm – 2:00 am One-half (1/2) hour paid lunch
Facilities (Arena)	Winter	Monday	6:30 am – 4:30 pm 2:30 pm – 12:30 am One-half (1/2) hour paid lunch
Facilities (Arena)	Winter	Tuesday, Wednesday, Thursday, Saturday, Sunday	6:30 am – 2:30 pm 2:30 pm – 12:30 am One-half (1/2) hour paid lunch
Facilities (Arena)	Winter	Friday	7:30 am – 3:30 pm 3:30 pm – 1:30 am One-half (1/2) hour paid lunch.
Facilities (Arena)	During the ice installation week, three (3) shifts at eight (8) hours with paid lunch for up to seven (7) days pending any mechanical problems.		
Facilities (Fusion)	Year-round	Monday to Friday	5:00 am – 1:00 pm, one half (1/2) hour paid lunch.
Facilities (Parks)	Year-round	Monday to Friday	7:00 am – 3:30 pm with one-half (1/2) hour unpaid lunch
Facilities (VPCC)	Year-round	Monday to Friday (Shift 1)	5:00 am – 1:00 pm with one-half (1/2) hour paid lunch
Facilities (VPCC)	Year-round	Monday to Thursday – 10-hour shift (Shift 2)	1:00 pm – 11:00 pm with a one-half (1/2) hour paid lunch. *For clarity, bereavement, float days, and paid holidays shall be on a day for a day basis (ten (10) hours). Vacation and sick days shall be calculated based on hours.

Facilities (VPCC)	It is agreed that a midnight shift may be required from time to time upon mutual agreement between the Employer, Union, and employee(s).		
Front Desk Administrator (VPCC)	Year-round	Monday to Friday (Shift 1)	7 consecutive hours beginning no earlier than 5:30 am and ending no later than 4:45pm with one-half (1/2) hour unpaid lunch
Front Desk Administrator (VPCC)	Year-round	Monday to Friday (Shift 2)	7 consecutive hours beginning no earlier than 12:30 pm, and ending no later than 9:15pm with one-half (1/2) hour unpaid lunch
Fitness and Aquatics	Year-round	Monday to Friday	7 consecutive hours beginning no earlier than 5:45 am with a set schedule for each Program session, and ending no later than 9:15 pm. With one-half (1/2) hour unpaid lunch
Fitness and Aquatics	It is agreed that a weekend shift may be required from time to time upon mutual agreement between the Employer, Union, and employee(s).		

16.05 The Employer shall prepare and post work schedules for Fitness and Aquatics employees no later than one (1) month prior to the commencement of each program session (Spring, Summer, Fall, and Winter). No employee's scheduled shift shall be changed with less than one (1) month notice. Where the Employer makes such change without the required notice, all hours worked on the affected shift shall be paid at the applicable overtime rate.

16.06 Employees may request to flex their hours of work. Such request shall not be unreasonably denied.

16.07 Call-In, Overtime, and Callback

(a) An employee who is called into work on a scheduled work day after they have left the place of work, shall be paid at the appropriate overtime rate for all hours worked subsequent to being called back to work with a minimum payment of three (3) hours. However, if the employee is called into work prior to the start of their normal shift, they 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.

(b) An employee who is called into work on a scheduled day off or paid holiday shall be paid at the appropriate overtime rate for all hours worked with a minimum payment of three (3) hours.

(c) Standby provisions shall apply to the Parks and Facilities Operators. The standby period shall run from Friday 1:00 pm to Sunday at 6:00 pm. The employee required to be on standby duty shall receive an allowance of one hundred and twenty dollars ($120.00) per standby period (as established above). This allowance shall in no way affect the overtime provisions of this Agreement. One (1) employee per week may be required for standby, during periods to be determined by the Town with agreeable notification.

16.08

(a) 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.

(b) An employee may elect to bank overtime not to exceed forty (40) hours (each 26.7 overtime hours worked = forty (40) hours banked) at any one time, which is replenishable, in the calendar year. Such overtime banked shall be used or paid out no later than the final pay period in each calendar year. Banked overtime may be used for time off work as mutually agreed between the manager and employee, and such agreement shall not be unreasonably withheld by the manager. 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. 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.

16.09

A shift premium of three dollars ($3.00) per hour shall be paid for all hours worked on:

a) any shift other than the regular Monday to Friday dayshift (first shift of the day), or

b) any scheduled shift that commences at 10:00 am or later.

Where either condition is met, the shift premium shall be paid for all hours worked on that shift.

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

ARTICLE 17 – VACATION PAY

17.01

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 forty-nine (49) hours or fifty-six (56) hours, depending on the employee's regular hours of work.

In January following the year you were hired:

Vacation Effective Date	35 Hours/week – Vacation Entitlement/Hours	40 Hours/week – Vacation Entitlement/Hours
January of your 2nd Year (After 1 year)	105 hours, equivalent to 3 weeks or 15 days	120 hours, equivalent to 3 weeks or 15 days
January of your 6th year (After 5 years)	140 hours, equivalent to 4 weeks or 20 days	160 hours, equivalent to 4 weeks or 20 days
January of your 11th year (After 10 years)	175 hours, equivalent to 5 weeks or 25 days	200 hours, equivalent to 5 weeks or 25 days
January of your 16th year (After 15 years)	210 hours, equivalent to 6 weeks or 30 days	240 hours, equivalent to 6 weeks or 30 days
January of your 21st year (After 20 years)	245 hours, equivalent to 7 weeks or 35 days	280 hours, equivalent to 7 weeks or 35 days

17.02 Vacation shall be computed as of January 1st of each year.

17.03 The Town reserves the right to limit the number of employees on vacation to no more than three (3) employee per classification.

17.04 On or before the first (1st) day of March in each year, The Town shall post 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 and Article 17.04, give the choice of vacation dates to employees with the greatest seniority provided they give notice of such choice not later than the 15th day of March. The vacation schedule shall be completed on or before the 1st day of April in each year and, when completed, copies shall be posted on the bulletin boards not later than the 15th day of April.

17.05 Vacation periods requested following the posting of the vacation schedule as required by Article 17.04, must be submitted to The Town for approval fourteen (14) calendar days prior to the 'commencement of period requested. Requests for vacation leave that have not been made a minimum of fourteen (14) calendar days prior to the requested vacation date shall be considered by the Town and approval shall not be unreasonably denied.

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

17.07 The notice requirement in Article 17.06 will not apply if the employee or immediate family members are proven sick within a reasonable time 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.

17.08 If an employee is on vacation and becomes ill, the employee may revert to the Short Term Income Protection Plan as set out in Article 20, provided the employee has completed one (1) working day of their vacation and provides The Town with a medical certificate indicating the date of the illness and the date the employee is able to return to work even though the employee has scheduled vacation time remaining and any remaining vacation entitlement is deferred to a later date as mutually agreed.

17.09 Arena staff shall be entitled to only one (1) five (5) consecutive working days' vacation during the ice season unless otherwise mutually agreed upon between the employee and the Town.

17.10 Employees shall be allowed to carry over up to forty (40) hours of vacation to the next calendar year. Carry over in excess of forty (40) hours of vacation shall be allowed with approval of the Chief Administrative Officer.

ARTICLE 18 – PAID HOLIDAYS

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

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

One (1) full day before Christmas
One (1) full day before New Year's Day

18.02 In addition, each employee shall receive two (2) Floating Holidays subject to the Town being notified at least fourteen (14) calendar days in advance of the day(s) the employee wishes to have off or at a time mutually agreed between the supervisor and employee.

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

i. In order to paid holiday pay, the employee must work their full scheduled shift immediately preceding and immediately following the paid holiday

concerned, unless absence is due to sickness, vacation or approved leave of absence.

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

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

iv. If an employee works on one (1) of the above named paid holidays, they shall received payment at two (2) times actually worked in addition to receiving their holiday pay.

ARTICLE 19 – GENERAL

19.01 Employees who work seven (7) hours or more a day, shall be granted a fifteen (15) minute paid rest period in the first and second half of their shift in addition to the regular scheduled paid or unpaid lunch break.

19.02 All employees shall take their breaks and paid lunches on the job site or in the facility to which they are assigned.

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

19.04 The Employer shall pay the cost of any registration fee(s), and renewal fee(s) for any and all required licenses, certifications, and training, or for renewals completed after expiration, with mutual agreement between the parties.

ARTICLE 20 – SHORT TERM INCOME PROTECTION PLAN

20.01 Sick leave means the period of time an employee is absent from work with full or partial pay by virtue of being unable to perform their duties or alternate duties as a result of sickness or injury, exposure to contagious disease, or because of an injury for which compensation is not payable under the *Workplace Safety and Insurance Act*.

20.02 All full-time employees who have completed three (3) months shall be enrolled in the town's Short Term Income Protection Plan in accordance with the terms and conditions set out herein.

20.03

An employee 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*, and such leave shall be subject to Article 20.05.

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 an employee is absent in excess of three (3) consecutive days, they shall be entitled to short-term income protection in accordance with above schedule.

20.05 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 forty-five (45) minutes prior to the commencement of the shift, unless a reasonable explanation is provided.

20.06 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.

20.07 The Town has the right to require an employee on Short Term Income Protection benefits to perform duties for which the employee is medically fit to perform. The Town has the right to require and pay for a medical certificate, if the cost is not covered by Ontario's health Plan, to establish the fitness of an employee to return to modified or regular duties.

ARTICLE 21 – HEALTH AND WELLNESS PLAN

21.01

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

i. Ontario Employees Health Tax and/or premium based Health Insurance Plan.

ii. Life – two and one-half (2.5) x annual earnings, minimum of seventy thousand dollars ($70,000) and maximum of two hundred thousand ($200,000); no evidence limit of two hundred thousand ($200,000).

iii. Accident Death and Dismemberment

The amount of Accidental Death and Dismemberment insurance is equal to the Employee's life insurance benefit shown above.

iv. Dependent Life - all eligible dependents

Spouse – five thousand dollars ($5,000);
Child – three thousand dollars ($3,000)

v. Long Term Disability Income – seventy five percent (75%) of monthly earnings up to a maximum benefit of seven thousand five hundred dollars ($7500) per month. Qualifying period is one hundred and nineteen (119) days of continuous disability with benefit payments to age sixty-five (65). If benefits are received from Workers' Compensation, C.P.P. or any other source specified in the group policy, the benefit amount may be reduced by some or all of the benefits received from other sources.

vi. Extended Health Care;

Hospital Semi-Private	100%
Professional and Medical	100%
Physiotherapy	100% - No referral required

Prescriptions	100%
Dispensing Fee	100% coverage (no cap)
Drugs	Implement the carrier's generic or lowest priced equivalent, unless otherwise prescribed by a physician
Chiropractor	Maximum six hundred dollars ($600) per person per calendar year for licensed Chiropractic Service. One (1) x-ray per person, per calendar year.
Massage Therapy	Eight hundred dollars ($800) maximum per person per calendar year. No referral required.
Osteopath, Osteopathic Practitioner, Naturopath, Podiatrist/Chiropodist, 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
Vision Care	
Maximum Benefit every twelve (12) months for adults aged nineteen (19) and over	100% - $ five hundred and fifty dollars ($550) per person
Maximum Benefit every twelve (12) months for children up to and including age eighteen (18)	100% - $ five hundred and fifty dollars ($550) per person
(Note: Vision Care includes cost of contact lenses, eyeglasses, sunglasses or laser eye correction surgery up to a maximum of five hundred and fifty dollars ($550) per person in any twelve (12) month period.) Eye exam every twelve (12) months	
Psychologist, Social Worker, Psychoanalyst, Psychotherapist, Psychiatrist, Marriage and/or Family Therapist, and Clinical Counsellor	Combined maximum one thousand dollars ($1000) per person, per calendar year. No cap per visit
Hearing Aids	Four hundred dollars ($400) per person, over a period of forty-eight (48) months. Repairs are included in this maximum

vii. Dental Care – Employees and their eligible dependents:

Basic	100%
Additional Basic	100%
Major	60%
Orthodontia	60%
Annual maximum per individual:	
Major	Three thousand and five hundred dollars ($3500)
Deductible	Nil
Lifetime Orthodontic Maximum Per insured eligible 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.	Four thousand dollars ($4000)
Current Provincial Fee Schedule, General Practitioners Dental	
Nine (9) month dental exams per person, six (6) month recall for dependents under eighteen (18)	

There is a three (3) month waiting period for the above noted benefits with the exception of one (1) Ontario Employer's Health Tax.

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

21.03 Retirement Benefits

(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 (and at least fifty-five (55) years of age), 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.

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.

i. Extended Health Care as described in Article 21.01 (vi) with a restriction of lifetime maximum of ten thousand ($10,000) being imposed on all out- of-province charges.

ii. Dental Care as described in Article 21.01 (vii).

iii. 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 (and 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.

(b) A retiree must not be engaged in other employment for more than eighty (80) hours per month to be eligible for benefits. The retiree will notify the Town if benefit coverage is provided from full time employment elsewhere.

(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 Canada.

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

21.04 The Town funds an Employee Assistance Plan (EAP) which may include professional counseling for personal issues such as death, marital breakdown, finances.

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 until 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 22nd 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, Mayor

Danielle Richard
Danielle Richard (2026-10-19 11:17:36 EDT)
Danielle Richard, Clerk

FOR THE UNION

Jamie McBride (2026-10-19 11:04:56 EDT)
Jamie McBride, President

Brent Robinson (2026-10-19 11:27:46 EDT)
Brent Robinson, 1st Vice-President

Signatures continued on next page….

Dave Franco (2026-10-19 11:07:21 EDT)

Dave Franco, 2nd Vice President

Bernie Martin (2026-10-19 10:48:52 EDT)

Bernie Martin, Treasurer

Steve Housworth (2026-10-21 12:11:38 EDT)

Steve Housworth, Unit Chair

Dakota Lednicky (2026-10-19 10:50:45 EDT)

Dakoda Lednicky, Bargaining Committee

Stephanie Cliff, National Representative

SCHEDULE A

HOURLY RATES

CLASSIFICATION	Regular hours weekly	Probationary Job Rate July 1, 2026 – 3%	Job Rate July 1, 2026 – 3%	Probationary Job Rate July 1, 2027 – 3%	Job Rate July 1, 2027 – 3%	Probationary Job Rate July 1, 2028 – 3%	Job Rate July 1, 2028 – 3%
Parks and Facilities Operator	40	30.77	31.78	31.69	32.73	32.64	33.71
Fitness Instructor	35	30.71	31.77	31.63	32.72	32.58	33.70
Temporary/Full Time Fill-In	40	23.66	24.38	24.37	25.11	25.10	25.86
Front Desk Administrator	35	31.18	32.22	32.12	33.19	33.08	34.19
Aquatics – Full-Time	35	30.71	31.77	31.63	32.72	32.72	33.70
	35		21.55		22.20		22.87

ARENA WORK SCHEDULE

Shift	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Shift 1	OFF	6:30 am – 2:30 pm	6:30 am - 2:30 pm	6:30 am – 2:30 pm	7:30 am – 3:30 pm	6:30 am – 2:30 pm	OFF
Shift 2	6:30 am – 4:30 pm	2:30 pm – 12:30 am	OFF	OFF	OFF	2:30 pm – 12:30 am	2:30 pm – 12:30 am
Shift 3	2:30 pm – 12:30 am	OFF	2:30 pm – 12:30 am	2:30 pm – 12:30 am	3:30 pm – 1:30 am	OFF	OFF

Shift	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Shift 1	6:30 am – 4:30 pm	2:30 pm – 12:30 am	OFF	OFF	OFF	2:30 pm – 12:30 am	2:30 pm – 12:30 am
Shift 2	2:30 pm – 12:30 am	OFF	2:30 pm – 12:30 am	2:30 pm – 12:30 am	3:30 pm – 1:30 am	OFF	OFF
Shift 3	OFF	6:30 am – 2:30 pm	6:30 am – 2:30 pm	6:30 am – 2:30 pm	7:30 am – 3:30 pm	6:30 am – 2:30 pm	OFF

Shift	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Shift 1	2:30 pm – 12:30 am	OFF	2:30 pm – 12:30 am	2:30 pm – 12:30 am	3:30 pm – 1:30 am	OFF	OFF
Shift 2	OFF	6:30 am – 2:30 pm	6:30 am - 2:30 pm	6:30 am - 2:30 pm	7:30 am – 3:30 pm	6:30 am – 2:30 pm	OFF
Shift 3	6:30 am – 4:30 pm	2:30 pm – 12:30 am	OFF	OFF	OFF	2:30 pm – 12:30 am	2:30 pm – 12:30 am

LETTER OF UNDERSTANDING

BETWEEN

LONDON CIVIC EMPLOYEES, CUPE LOCAL 107

AND

THE CORPORATION OF THE TOWN OF INGERSOLL

RE: DEFINITION OF STUDENT

For the purpose of this Collective Agreement the parties agree a "Student" is an employee who is hired for a period of employment between the dates of April 15th and September 15th of the same year and the said student employee shall not work more than one hundred (100) working days during said period. It is further agreed student employees shall not be entitled to any of the benefits contained in Article 20 or Article 21 of this Collective Agreement. It is understood that students are supernumerary and shall not temporarily or permanently fill a bargaining unit position.

Dated this 22nd day of October 2026.

FOR THE EMPLOYER

Brian Petrie, Mayor

Danielle Richard
Danielle Richard (2026-10-19 11:17:36 EDT)
Danielle Richard, Clerk

FOR THE UNION

Jamie McBride (2026-10-19 11:04:56 EDT)
Jamie McBride, President

Brent Robinson (2026-10-19 11:27:46 EDT)
Brent Robinson, 1st Vice President

Dave Franco (2026-10-19 11:07:21 EDT)
Dave Franco, 2nd Vice President

Bernie Martin (2026-10-19 10:48:52 EDT)
Bernie Martin, Treasurer

Steve Housworth
Steve Housworth (2026-10-21 12:11:38 EDT)
Steve Housworth, Unit Chair

Dakota Lednicky
Dakota Lednicky (2026-10-19 10:50:45 EDT)
Dakoda Lednicky, Bargaining Committee

Stephanie Cliff, National Representative

LETTER OF UNDERSTANDING

BETWEEN

LONDON CIVIC EMPLOYEES, CUPE LOCAL 107

AND

THE CORPORATION OF THE TOWN OF INGERSOLL

RE: PART-TIME EMPLOYEE HOURS OF WORK & TEMPORARY ASSIGNMENT COVERAGE

(a) A Regular Part-Time employee may be assigned to work more than twenty-four (24) hours in a week only for the specific purpose of covering bereavement leave, sick leave, vacations, or an approved leave of absence. Such assignments shall not exceed two (2) consecutive weeks, regardless of whether the excess hours arise from one or more employees' absences, or from one (1) or more multiple qualifying reasons. The Employer shall notify the Union within three (3) working days in accordance with Article 14.01, identifying the employee assigned the additional hours, the employee(s) being replaced, the reason for the coverage, and the anticipated duration.

(b) Where the Employer knows, or reasonably ought to know, that coverage for an absence will exceed two (2) consecutive weeks, the Employer shall establish a temporary full-time position in accordance with the Collective Agreement. A Regular Part-Time employee assigned to such work shall be appointed to the temporary full-time position in accordance with the Collective Agreement Article 2.07. Where an absence initially expected to last two (2) weeks or less is subsequently extended beyond two (2) consecutive weeks, the Employer shall establish a temporary full-time position no later than the commencement of the third (3rd) consecutive week of coverage. Upon completion of the temporary assignment, the employee shall return to their Regular Part-Time position and shall resume their regular hours of work, which shall not exceed twenty-four (24) hours per week.

(c) The Employer shall not circumvent the intent of this Letter of Understanding by assigning a Regular Part-Time employee in excess of twenty-four (24) hours per week through consecutive or recurring short-term assignments, multiple employee absences, or successive qualifying reasons in lieu of establishing a temporary position where the work extends beyond two (2) consecutive weeks.

Dated this 22nd day of October 2026.

FOR THE EMPLOYER

Brian Petrie, Mayor

Danielle Richard
Danielle Richard (2026-10-19 11:17:36 EDT)

Danielle Richard, Clerk

FOR THE UNION

Jamie McBride (2026-10-19 11:04:56 EDT)

Jamie McBride, President

Brent Robinson (2026-10-19 11:27:46 EDT)

Brent Robinson, 1st Vice President

Dave Franco (2026-10-19 11:07:21 EDT)

Dave Franco, 2nd Vice President

Bernie Martin (2026-10-19 10:48:52 EDT)

Bernie Martin, Treasurer

Steve Housworth
Steve Housworth (2026-10-21 12:11:38 EDT)

Steve Housworth, Unit Chair

Dakota Lednicky
Dakota Lednicky (2026-10-19 10:50:45 EDT)

Dakoda Lednicky, Bargaining Committee

Stephanie Cliff, National Representative