

# COLLECTIVE AGREEMENT

BETWEEN

THE CORPORATION OF THE TOWNSHIP OF  
SOUTHWOLD



AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND IT'S LOCAL 35.7

**CUPE·SCFP** / Canadian Union of Public Employees  
Syndicat canadien de la fonction publique

**EXPIRING DECEMBER 31, 2026**

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## **ARTICLE 1 – PREAMBLE**

- 1.01 The general purpose and intent between the parties to this Agreement:
- a) To maintain and improve the harmonious relations and settled conditions of employment between the Employer and the Union.
  - b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.
  - c) To encourage efficiency in operation.
  - d) To promote the morale, well-being and security of all the employees in the bargaining unit of the Union.
  - e) A commitment to act in a fair and reasonable manner.

## **ARTICLE 2 – DEFINITIONS**

- 2.01
- a) A Full-Time Employee is an employee occupying a position listed in Schedule “A” who has successfully completed the probationary period and who works a regular full-time work schedule.
  - b) A Part-Time Winter Seasonal Employee is an employee occupying a position listed in Schedule “A” who has successfully completed the probationary period and works between approximately November/December and March/April of the subsequent calendar year (dependant on pay period dates).
  - c) A Student Employee is an employee regularly attending and returning to high school, college or university on a full-time basis, employed in the summer months only (May/June/July/August).
  - d) A Probationary Employee is an employee who has not successfully completed the requirements of the probationary period pursuant to Article 15.
  - e) A "working day" as referenced in this Agreement, shall mean a day other than Saturday, Sunday, or a paid holiday.

## **ARTICLE 3 – RECOGNITION AND REPRESENTATION**

### **3.01 Bargaining Unit**

The Employer recognizes the Canadian Union of Public Employees as the sole and exclusive bargaining agent for all employees in the Public Works and Parks

and Facilities Departments of the Township of Southwold, in Elgin County, Ontario, save and except for Superintendents or anyone above the rank of Superintendent.

3.02 Work of the Bargaining Unit

Persons whose jobs (paid or unpaid) are not in the bargaining unit will not work on any jobs which are included in the bargaining unit except in an emergency, for training, or in cases mutually agreed upon in writing by the parties.

3.03 No Other Agreements

No employee will be required or permitted to make any written or verbal agreement with the Employer or their representatives, which may conflict with the terms of this Agreement.

3.04 Employee Contact Information

The Employer will provide to the Union a list of all the employees in the bargaining unit. The list will include each person's name, job title/classification, home mailing address, home telephone number (and other available personal telephone numbers, such as cellular numbers), work e-mail, and, if available, personal e-mail. The list will also indicate the employee's work site and employment status (such as full-time, part-time), and if the employee is on a leave of absence, the nature of the leave. The employee contact list will be provided in an electronic spreadsheet to the Union on a quarterly basis.

3.05 Union Orientation

a) Potential Employees:

During the interview process, the Employer will advise potential employees that a Collective Agreement is in effect and will inform them of the conditions of employment set out in the articles dealing with union security and dues.

b) New Employees:

On commencing employment in a position within the bargaining unit, the Employer shall advise the new employee of their Union Steward or Representative, as designated by the Union. The Union Representative will be given an opportunity to meet privately with each new employee during the first month of employment to acquaint them with the structure, benefits, and duties of Union membership. A maximum of thirty (30) minutes will be allowed for this purpose within regular working hours and without loss of pay for either employee.

c) Notification of New Hires:

The Union will be notified of the full name, job title/classification and employment status, start date and work location of all employees hired into the bargaining unit prior to their first day of employment.

3.06 Access to Work Site

a) Union Meetings

The Employer may permit the use of its premises for the purpose of Union meetings when requested in advance. The Union will provide reasonable notice where such use is requested. Union meetings will take place outside of normal working hours. Such requests shall not be unreasonably denied.

b) Work Site Access

The Representatives designated by the Union will be given access to work sites to meet with employees covered by this Agreement during their meal and other scheduled breaks, whether paid or unpaid.

3.07 Union Representation

The Union will have the right at any time to have the assistance of a National Representative of the Canadian Union of Public Employees when dealing or negotiating with the Employer. With the Employer's authorization, such Representatives may have access to the Employer's premises in order to deal with any matters arising out of this Collective Agreement. The Union or the National Representative will provide notice to the Employer in advance. Authorization shall not be unreasonably denied.

3.08 Bulletin Boards

The Employer will provide space on a bulletin board at each work site for the posting of official Union notices. Such notices shall be signed by a Union Representative.

3.09 Correspondence

All correspondence between the Parties arising from this Agreement or incidental thereto shall pass to and from the Township of Southwold CAO/Clerk and the Unit Vice-President of the Union.

### 3.10 Copies of the Agreement

The Employer shall arrange to print sufficient copies of the Collective Agreement within thirty (30) calendar days from the date it receives the signed copy of the Collective Agreement. The Union and the Employer shall share the cost of printing equally.

## **ARTICLE 4 – NO HARASSMENT OR DISCRIMINATION**

### 4.01 No Discrimination

The Employer and the Union agree that all employees will be protected against discrimination in accordance with the Human Rights Code, R.S.O. 1990, c. H.19 or by reason of membership and/or activity in any labour organization.

## **ARTICLE 5 – MANAGEMENT RIGHTS**

5.01 The Union agrees that the Employer retains all management rights except as expressly limited by the Collective Agreement, including the right to:

- a) maintain order, discipline and efficiency;
- b) hire; schedule; direct; promote; demote; classify; transfer; layoff; recall; suspend; discharge or otherwise discipline seniority employees for just cause; subject to the employees' right to grieve;
- c) determine the nature and kind of work conducted by the Employer; the type of customer service to be used; control the material and goods, the methods and techniques of work, the schedules of work, and the number of personnel to be employed; make studies of and institute changes to jobs and job assignments; discontinue, reorganize, limit, combine, or substitute any operation or part thereof; subcontract any work if doing so does not cause the layoff of a bargaining unit employee or result in the reduction of the bargaining unit, plan, direct and control its operations; manage the business in all respects; and determine all other functions and prerogatives heretofore vested in and exercised by the Employer which shall remain with the Employer;
- d) make and enforce and alter from time to time, reasonable rules, and regulations to be observed by employees once such rules and regulations have been relayed to the employees in writing. The breach of which may result in discipline up to and including discharge;
- e) discipline or discharge a probationary employee for a lesser standard than just cause.

It is understood that the Employer shall exercise its managerial rights in a fair and reasonable manner, consistent with the provisions of this Agreement.

## **ARTICLE 6 – NO STRIKES OR LOCKOUTS**

### 6.01 No Strikes or Lockouts

In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that during the life of this Agreement, there will be no “strike”, and the Employer agrees that there will be no “lockout”, in accordance with, and as defined by, the Ontario Labour Relations Act, 1995.

## **ARTICLE 7 – UNION SECURITY**

### 7.01 Union Membership

All members of the bargaining unit shall become members of the Union. All new employees hired by the Employer shall become members of the Union within thirty (30) calendar days of employment, subject to the Union’s duty to accommodate under the Human Rights Code. No employees will be deprived of employment by reason of loss of membership in the Union.

### 7.02 Union Dues Deduction and Remittance

The Employer shall deduct dues, initiation fees, and assessments as set by the Union from each pay of all employees covered by this Collective Agreement. Such deductions will be forwarded to the Secretary-Treasurer of the Union no later than the 15th day of the month following the one in which they were deducted. The Union shall advise the Township in writing of the amount to be deducted.

The Employer shall also provide an electronic spreadsheet indicating the pay period covered by the deductions, and the following information for all employees from whose wages the deductions have been made: name, employment status, classification/job title, regular earnings, hours worked, and dues deducted.

## **ARTICLE 8 – LABOUR MANAGEMENT RELATIONS**

### 8.01 Representation

No individual employee or group of employees will undertake to represent the Union at meetings with the Employer without proper written authorization from the Union. In order that this may be carried out, the Union will supply the

Employer with the names of its selected representatives. Similarly, the Employer will supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

8.02 Union-Management Relations

Labour Management Meetings

The Township and Union may appoint not more than two (2) representatives each to a Labour Management Committee for the purposes of dealing with matters of mutual concern. The Committee will enjoy the full support of both parties in the interests of improved service to the public, and job security for the employees.

The Committee shall meet at least quarterly, or more often as may be mutually agreed. Notice and agenda of the meeting shall be distributed at least forty-eight (48) hours in advance of the meeting. The Employer and Union shall share responsibility for meeting administration. Employees will not suffer any loss of pay for time spent participating in Committee meetings.

8.03 Bargaining Committee

The Union will advise the Employer of the members selected by the Union, which shall consist of two members as representatives. All time spent attending bargaining meetings with the Employer, up to and including conciliation, shall be considered as time worked.

**ARTICLE 9 – SENORITY**

9.01 Recognition of Seniority

Both parties recognize the principle of promotion within the service of the Employer and that job opportunities should increase in proportion to length of service.

9.02 Seniority Defined

Seniority is defined as the length of service with the Employer in the bargaining unit. Seniority will be used in determining preference or priority for promotions, transfers, schedules, call-ins, demotions, layoffs, and recall, provided that the senior employee is able to meet the normal requirements of the job and shall operate on a bargaining-unit-wide basis.



### 9.03 Seniority Lists

The Employer will maintain a separate seniority list for full-time and part-time/student employees showing the date upon which each employee's service commenced as well as the total number of hours paid since commencement of service. An up-to-date seniority list will be sent to the Union and posted on all bulletin boards in January and July of each year.

Full-time employees will accumulate seniority on the basis of their continuous service in the bargaining unit from the last date of hire, including all previous service prior to Certification.

Part-time and student employees will accumulate seniority on the basis of their accumulated hours since their original date of hire, including all previous service prior to Certification. Where a part-time or student employee is successful in obtaining a full-time position, their seniority date shall be adjusted on the basis of two thousand eighty (2080) hours equalling one (1) year of seniority.

An employee will not be placed on the seniority list until they have completed their probationary period as outlined in Article 15.

For the purpose of this Article, time away from work through an approved leave of absence, or time protected by the Employment Standards Act, 2000 or the Human Rights Code, 1990 will be included in the employees seniority calculation.

Seniority, as set out on the posted seniority list, will be used for all of the purposes set out in the Collective Agreement save and except for promotions and layoffs. For promotions and layoffs, the seniority list will be updated to the end of the pay period prior to the pay period during which the job was posted, or the notice of layoff was given.

All seniority, vacation, and other credits obtained under this Agreement will be retained and transferred with the employee when reclassified, where applicable.

### 9.04 Seniority While Outside Bargaining Unit

No employee will be forced to take any position outside of the bargaining unit. An employee may accept a temporary non-Union assignment of up to six (6) months in a twelve (12) month period without losing their seniority in the bargaining unit. This time frame may be extended by an additional six (6) months upon mutual agreement between the Parties. Upon return to the bargaining unit, the employee will be returned to their former position.

In addition, any job position changes to any other bargaining unit member will revert back to their original positions. Upon return to the bargaining unit, the

employee's seniority date will be adjusted by the number of weeks the employee was in the excluded position. During this period of leave, the employee will continue to pay Union dues based on the rate of pay in the new position.

9.05 Loss of Seniority

An employee will only lose their seniority where:

- a) They are discharged for just cause and are not reinstated;
- b) They resign in writing;
- c) They are laid off in excess of twenty-four (24) months;
- d) They fail to return to work within five (5) working days following notification of recall from the Employer via registered mail to the employees last address on file;
- e) They overstay an approved leave of absence without securing permission to extend the leave. Upon written request, the Employer may approve an extension where there are good and sufficient reasons, and such approval shall not be unreasonably denied;
- f) They utilize a leave of absence for purposes other than those for which the leave was granted;
- g) Subject to any obligations and/or entitlements under the Human Rights Code they have been off on long term disability in excess of twenty-four (24) consecutive months, unless there is a prognosis of a return to work within six (6) months following such date;
- h) Subject to any obligations and/or entitlements under the Human Rights Code they have been in receipt of Workplace Safety and Insurance Board Total Disability benefits in excess of twenty-four (24) consecutive months, unless there is a prognosis of a return to work within six (6) months following such date.

**ARTICLE 10 – LAYOFFS AND RECALLS**

10.01 Definition

A lay-off will be defined as a lack of work, reduction in the work force, or a reduction in the regular hours of work as defined in this Agreement.

## 10.02 Notice

In the event of a layoff, employees who have attained seniority shall receive at least two (2) weeks prior notice. In the event the layoff becomes permanent or is permanent, employees shall be provided one (1) week's pay per year of service to a maximum of eight (8) weeks.

Additionally, eligible employees shall receive severance pay in accordance with the Employment Standards Act, 2000, S.O. 2000, c. 41.

Notice of layoff will be in writing, with a copy to the Union. Employees who are laid off and subsequently recalled within twenty-four (24) months will be credited with previous seniority.

## 10.03 Layoff Procedure

Employees will be laid off in reverse order of their seniority. Student employees, followed by part-time employees, will be laid off before any full-time employee. When layoffs occur, the employee(s) occupying the position(s) affected will have the right to accept the layoff or be entitled to exercise their seniority to bump a less senior employee, providing they have the qualifications, ability and skills to perform the work of the position they choose to bump into. The employee must be able to perform the job within a reasonable period of orientation. Such period of orientation not to exceed thirty (30) working days.

## 10.04 Recall Procedure

Employees will be recalled in the order of their seniority providing they are qualified to do the work. No new employee will be hired until those laid off have been given an opportunity for reemployment. Employees will not lose recall rights if they refuse a temporary position of two (2) months or less duration.

# **ARTICLE 11 – DISCIPLINE, DISCHARGE, AND PERSONNEL RECORDS**

## 11.01 General Principle

The Employer agrees to adhere to the principle of progressive discipline. Any employee may be disciplined but only for just cause. In cases where discipline is issued, proof of just cause will rest with the Employer.

## 11.02 Union Representation

An employee who is called to a meeting by Management, which the Union or employee believes may reasonably result in discipline or to receive discipline,

will be advised of the purpose of the meeting and will have the right to request the presence of a Union representative.

#### 11.03 Disciplinary Action

- a) The Employer may impose disciplinary action against an employee within ten (10) working days of the Employer having knowledge of the incident giving rise to the discipline. The Employee and the Union will then be promptly notified in writing of the disciplinary action.
- b) Any record of the disciplinary actions for an employee will not be used against them, and will be removed from their record, after twenty-four (24) months following such disciplinary action.

#### 11.04 Access to Personnel File

An employee will have the right during normal business hours of the Township to have access to a copy of, and review, their personnel file. The Employer may limit access to two (2) times per calendar year. The employee is entitled to receive a copy of the file if requested and will have the right to respond in writing to any document contained therein. Such reply will become part of the permanent record.

### **ARTICLE 12 – GRIEVANCE PROCEDURES**

#### 12.01 Definition of Grievance

A grievance will be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the collective agreement or a case where the Employer has acted unjustly, improperly, or unreasonably, including any question as to whether the matter is arbitrable.

#### 12.02 Union Representation

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union to represent its membership. Union representatives may assist any employee in preparing, processing, and presenting their grievance in accordance with the grievance procedure. A grievance meeting shall not be held without the attendance of the Union representative.

#### 12.03 Permission to Leave Work

- a) Union representatives shall be entitled to leave their work during working hours in order to carry out their functions under this agreement, including, but not limited to, the investigation and processing of grievances,

attendance at meetings with the Employer, participation in negotiations and arbitration.

- b) Permission to leave work during working hours for such purposes will first be obtained from the immediate supervisor. Such permission shall not be unreasonably denied.
- c) All time spent in performing such Union duties, including work performed on various committees, will be considered as time worked.
- d) An employee, named in a grievance, shall be entitled to leave their work during working hours to attend grievance meetings with the Employer. The employee's time spent in grievance meetings will be considered as time worked.

#### 12.04 Grievance Procedure

Every effort will be made to settle grievances fairly and promptly in the following manner:

##### Step 1:

The Union/employee shall first seek to settle the dispute with the employee's immediate Supervisor upon becoming aware of the circumstances giving rise to the grievance. The immediate Supervisor shall provide a written decision within five (5) working days of having discussed the matter with the Union/employee.

##### Step 2:

Failing satisfactory settlement in Step 1, within five (5) working days after the decision of the employee's immediate Supervisor is received, the Union will submit a written statement of the particulars of the grievance and the redress sought to the Director of Infrastructure and Development. The Director of Infrastructure and Development shall provide their decision within five (5) working days to the Union.

##### Step 3:

Failing satisfactory settlement in Step 2, within five (5) working days after the decision of the Director of Infrastructure and Development the Union will submit the written grievance to the CAO/Clerk or designate. The CAO/Clerk or designate will convene a meeting with the Union and the Grievor within ten (10) working days of receipt of the grievance. The CAO/Clerk or designate shall provide their written decision within five (5) working days to the Union following such meeting.

Step 4:

Failing satisfactory settlement being reached in Step 3, the Union may refer the dispute to arbitration.

12.05 Referral to Arbitration

If arbitration of any grievance is to be initiated under Step 4, the request will be made by either party within twenty (20) working days after the date of the reply at Step 3.

12.06 Policy and Group Grievances

Where a dispute involving a question of the general application or interpretation of the Collective Agreement occurs, or where a group of employees has a grievance, Step 1 of this Article may be by-passed.

12.07 Discharge and Discipline Grievances

Where an employee is considered by the Union to have been unjustly discharged or disciplined, the Union shall submit a grievance at Step 2 within ten (10) working days of the discharge or discipline being imposed.

12.08 Employer Grievances

The Township may submit a grievance to the President, or their designate, of the Union. If such grievance is not settled within twenty (20) working days from the date the grievance was received, the Township may refer the grievance to arbitration in accordance with Article 13.

12.09 Time Limits

Time limits referred to in this Article, including Article 13, may be extended in writing by mutual agreement between the parties.

12.10 Mediation

Prior to the referral of a grievance to arbitration, the parties may mutually agree to use the services of a Mediator. Such agreement shall not prejudice either party from proceeding to arbitration where a satisfactory settlement is not achieved in mediation. Should a settlement not be reached, the referral to arbitration shall be made within twenty (20) working days from the date mediation was held. The parties agree to equally share the costs of the mediation.

## **ARTICLE 13 – ARBITRATION PROCEDURE**

### **13.01 Referral to Arbitration**

It is agreed by the parties hereto that any difference of opinion relating to the interpretation, application, or administration of this Agreement which cannot be settled after exhausting the Grievance Procedure may be settled by arbitration. A Notice of Intent to Arbitrate will be forwarded to the other party within the time limits set out in Article 12.05 and such notice will contain the name of the Union's nominee to the Arbitration Board. Within five (5) working days from the receipt of the Notice of Intent to Arbitrate, the other party shall reply with the name their nominee. Within ten (10) working days, a third person to act as Chairperson will be appointed by the respective nominees. Should either party fail to agree upon a third person, they shall be selected by the Office of Arbitration of the Ministry of Labour.

### **13.02 Payment for Board of Arbitration**

Each of the parties hereto will bear the expense of the nominee appointed by it, and the parties hereto will jointly bear equally the expense of the third party, and any cost of the place of hearing of such arbitration, if and when the necessity arises.

### **13.03 Powers of Board**

It is agreed and understood that the Arbitration Board will have no authority to alter, modify, or annul any part of this Agreement. However, the Arbitration Board will have the authority to substitute such other penalties or dispose of a grievance in a manner the Arbitration Board deems just and reasonable in all circumstances.

### **13.04 Decision of Board**

The Arbitration Board will hear and determine the matter and will issue a decision which will be in writing and contain the reasons for the decision. The decision of the majority will be the decision of the Arbitration Board, but if there is no majority decision, the decision of the Chairperson will govern.

### **13.05 Sole Arbitrator**

The Employer and the Union may, by mutual written agreement, utilize a Sole Arbitrator in substitution for a Board of Arbitration. The appointment and jurisdiction of the Arbitrator will conform to the provisions of this Article. Each party will pay one half (1/2) of the fees and expenses of the Arbitrator and any costs of the place of hearing of such arbitration if and when the necessity arises.

## ARTICLE 14 – JOB POSTINGS

14.01 When a vacancy occurs or a new position is created within the bargaining unit, the Employer shall notify the Union in writing and shall post a notice electronically, and on the Employer's main bulletin boards, for a period of ten (10) working days so that interested employees may apply.

The posting shall contain the following information:

- i) Nature of the position
- ii) Qualifications as specified in the Job Description
- iii) Required knowledge, education, skills, ability and experience
- iv) Hours of work and location
- v) Wage rate

The Township may, at its discretion, simultaneously post the position externally but shall not consider external applicants until existing employees have been evaluated.

### 14.02 Appointments

In making staff changes, transfers, or promotions, appointment will be made based on the required knowledge, education, skills, ability and experience. Where these factors are determined to be relatively equal, seniority shall be used to determine the successful candidate. Appointments from within the bargaining unit will be made within twenty (20) working days of the closing of the posting.

The Employer shall notify the employee and the Union of acceptance or rejection of an employee's application within ten (10) working days of the closing date of the posting.

Upon request, an employee shall receive a detailed explanation in the event that they are not selected for a posted job.

### 14.03 Trial Period

The successful applicant will be placed on trial for a period of thirty (30) working days. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period or if the employee finds themselves unable to perform the duties of the new job classification, they will be returned to their former position and salary without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions will also be returned to their former position and salary without loss of seniority.



#### 14.04 Union Notification

The Union will be notified of all appointments, hirings, layoffs, recalls and terminations of employment. The Union will be supplied a copy of each posting.

#### 14.05 Classifications

When a new position is created, or an existing position reclassified, the Employer will set a rate for the position and immediately notify the Union. If this rate is acceptable to the Union, it will become the rate for the job. If the rate is not acceptable to the Union, the Union will advise the Board and negotiations will then take place between the parties in an effort to establish a rate, which is mutually satisfactory. If the parties are unable to reach an agreement, the matter will be submitted to arbitration. The new rate will apply retroactively to the time the position was first filled by the Employee.

### **ARTICLE 15 – PROBATIONARY EMPLOYEES**

#### 15.01 Probationary Employees

Newly hired full-time employees will be considered on a probationary basis for a period of six (6) months. During the probationary period, employees will be entitled to all rights and privileges of this Agreement unless otherwise specified. An employee who has not completed their probationary period may be released by the Employer at any time during the probationary period.

After completion of the probationary period, seniority will be effective from the original date of employment.

15.02 The probationary period may be extended by mutual agreement between the Employer and Union.

### **ARTICLE 16 – HOURS OF WORK**

#### 16.01 Normal Hours of Work

- a) Full-Time Employees: The normal hours of work shall be forty (40) hours per week and eight (8) consecutive hours per day, Monday to Friday, between the hours of 7:00 a.m. to 3:30 p.m.
- b) Part-Time Seasonal Employees: During the period described in Article 2.01 b), the hours of work shall be up to forty (40) hours per week.
- c) Student Employees: The hours of work shall be up to forty (40) hours per week during the summer period as described in Article 2.01 c).

- d) Unforeseen emergencies and/or inclement weather may result in changes to the hours of work outlined above.

16.02 Meal Period and Rest Periods

- a) One (1) unpaid meal period of thirty (30) minutes shall be scheduled for each employee working a shift of five (5) hours or more. Employees unable to take their meal period at the time scheduled shall be provided time later in the shift for the meal break.
- b) Two (2) paid rest periods of fifteen (15) minutes each will be allowed to each employee during the working shift, to be scheduled by the Employer.

16.03 Notice of Schedule

The normal hours of work of each employee shall be posted at least four (4) weeks in advance. Subject to Article 16.01 d), the schedule will not be changed without the consent of the employee(s) involved.

**ARTICLE 17 – OVERTIME**

17.01 Definition

All time worked outside the regularly scheduled workday, the regular workweek, or on a paid holiday will be considered as overtime.

17.02 Overtime Pay

Overtime opportunities shall be divided equally among the employees who are willing and qualified to perform the work that is available. Overtime work will be paid for at the rate of time and one-half (1 ½) the regular rate of pay. Overtime worked on a Sunday or holiday as outlined in Article 22.01 will be paid for at the rate of two times (2x) the regular rate of pay.

17.03 Call-Back Pay

Call-back opportunities shall be divided equally among the employees who are willing and qualified to perform the work that is available. An employee who is called back, having completed their regular shift and left the workplace, other than for scheduled overtime work, will be paid for time worked, but no less than a minimum of three (3) hours at time and one half. The minimum hours described in this Article does not apply within the three (3) hour period prior to the start of a regularly scheduled shift.

#### 17.04 Reporting Pay

An employee reporting for work on their regular shift will be paid their regular rate of pay for the period worked, with a minimum of three (3) hours pay.

#### 17.05 Standby Pay

Weekly standby shall be from Monday to Sunday and shall be divided equally among the employees who are willing and qualified to perform the work that is available. Where the Employer has scheduled an employee on standby during off-duty hours, including holidays, the employee shall be paid Standby Pay of eight (8) hours at their regular rate. In addition, assigned employees shall receive two (2) additional hours pay when required to carry the cell phone.

Where an employee is required to perform work while on standby, they shall be paid at the appropriate overtime rate.

The performance of work is defined as physically responding to the situation from their current location. For greater clarity, answering phone calls while on standby is not considered the performance of work.

#### 17.06 Overtime Meals

An employee who works four (4) hours of overtime immediately before or following their scheduled hours of work will receive one (1) half hour with pay so they may take a meal break either at or adjacent to their place of work.

#### 17.07 Time Off in Lieu of Overtime

Instead of cash payment for overtime, an employee may bank time, at the appropriate overtime rate, to be utilized as time off at a time mutually agreed to by the employee and the Employer.

Employees reserve the right to have banked hours paid out, in whole or in part, upon request.

Banked time in excess of two (2) weeks must be approved by the employee's Supervisor. Banked time shall be paid out at the employee's current rate of pay.

#### 17.08 No Lay-Off to Compensate for Overtime

There shall be no layoff of regular hours to equalize any overtime which the employee has worked.

## ARTICLE 18 – BENEFITS

### 18.01 Disclosure of Information

The Union shall be provided with a current copy of the master policy of all insured benefits. The Employer shall provide a brochure describing the benefit plan to all employees.

### 18.02 Benefit Coverage

The Employer shall pay one hundred percent (100%) of the cost of the following benefits for all full-time employees and their dependants as described in the Master Policy. Benefits are effective the first day of the month following three continuous months of service. Benefits include, but are not limited to, the following:

- a) Ontario Health Insurance Plan (EHT)
- b) Group Life Insurance: Two (2) times the employee's annual earnings for the most recently completed calendar year, to a maximum of \$200,000.
- c) Extended Health Care: Deductible of \$10 for individual plans or \$20 for family plans, per calendar year
- d) Prescription Drug Plan with generic substitution with an exception process, i.e., use of generic drugs unless approved by a doctor who deems it medically necessary and acceptable to the insurer.
- e) Vision Care: Up to \$400 per person in any twenty-four (24) consecutive months for prescription contact lenses or eyeglasses or laser surgery. An additional \$100 per person in any twenty-four (24) consecutive months for eye examinations.
- f) Hearing Aids, including repairs and batteries: Up to \$300 per person per lifetime.
- g) Paramedical Benefits: To help minimize the use of sick leave and enhance employee health and fitness, the Employer agrees to pay the premiums for the following paramedical services to a combined limit of \$1000.00 per person per benefit year:
  - Physiotherapist
  - Chiropractor
  - Massage Therapist
  - Speech Therapist

\$300 per person per benefit year for Mental Health Practitioners including:

- Clinical Psychologist
  - Clinical Counsellors
  - Marriage and Family Therapists
  - Psychoanalysts
  - Social Worker
  - Psychotherapists
- h) Orthotics: Two (2) pairs of orthotic devices per person per benefit year if they are prescribed by a physician, podiatrist, or chiropractist.
- i) Out-of-province medical coverage.
- j) Dental Benefits Plan: One hundred percent (100%) for basic comprehensive services with recall exams every six (6) months. Major Restorative Services, including dentures, are subject to eighty percent (80%) co-insurance to a combined maximum of \$1,500 per calendar year. Orthodontic Services subject to fifty percent (50%) co-insurance to a lifetime maximum of \$2,500 per family. Eligible expenses will be in accordance with the current Provincial Dental Association Fee Guide.

#### 18.03 Changes to Benefits

The Employer may change carriers for the above plans provided equal or superior benefits are provided.

#### 18.04 Responsibility

The Employer is responsible for payment of the premiums for the agreed upon coverage.

#### 18.05 Dependents

Extended health and dental benefit coverage is extended to dependent children up to age twenty-one (21) or age twenty-five (25) if enrolled full-time in school.

#### 18.06 Continuation of Benefits

The Employer shall continue to pay its cost for insured benefit plans, as follows:

- i) While on paid leave of absence;
- ii) While on leaves in accordance with the Employment Standards Act, 2000, S.O. 2000, c. 41;
- iii) While absent due to illness/injury;
- iv) While on layoff for a maximum of six (6) months.

18.07 Long Term Disability

The Employer shall provide a Long-Term Disability (LTD) plan for all full-time employees covered by this agreement as described in the master policy. The Plan provides a benefit of 66.7% of monthly earnings to a maximum of \$3,500. Benefits are payable following the seventeen (17) week qualifying period and terminate at age 65 or retirement, whichever is earlier.

**ARTICLE 19 – PENSION PLAN**

19.01 All regular employees shall join the OMERS Primary Pension Plan. Non-full-time (NFT)/other than continuous full-time (OTCFT) employees may elect to join the OMERS Primary Plan in accordance with the plan provisions. The Employer shall contribute fifty percent (50%) of the premium costs of participation in the said Plan.

**ARTICLE 20 – SHORT TERM DISABILITY**

20.01 Purpose

The plan shall be provided by the Employer, at their expense, to full-time employees who have completed one (1) year of continuous service, based on their anniversary date of employment. The plan provides wage loss replacement for illness or accident for which compensation is not payable under the Workplace Safety and Insurance Act, 1997, S.O. 1997, c. 16. Employees shall be required to provide a medical certificate to support any absence where short term disability benefits are being provided.

20.02 Short Term Disability Plan

a) The plan, in conjunction with Sick Leave will provide, seventeen (17) weeks of paid benefits according to the following schedule:

Day 4 of illness to four weeks	wages at 100%
Five to eight weeks	wages at 90%
Nine to twelve weeks	wages at 80%
Thirteen to seventeen weeks	wages at 70%

Short-term disability payments will be paid in accordance with the employee's regular salary payment schedule.

b) Benefits are payable following the third (3rd) working day of illness or accident.

c) Where an employee returns from an absence and has a subsequent absence related to the original disability within (30) calendar days, it shall

be considered a continuation of the initial absence. The three (3) day waiting period shall not apply.

Where an employee returns from an absence and has a subsequent absence unrelated to the original disability, short term benefits are reinstated in full, and the three (3) day waiting period shall apply.

#### 20.03 Sick Leave Credits

Employees shall receive six (6) paid days of sick leave for the calendar year, which may be used during the waiting period described in Article 20.01 (b). Employees may carry over fifty percent (50%) of any remaining sick leave credits to the following calendar year to a maximum accumulation of twelve (12) days. Sick leave credits will have no cash value on either termination or retirement. Employees starting after January 1 will have their sick leave credits prorated based on their start date, rounded to the closest 15 minutes.

Sick leave credits may be used in increments of 15 minutes.

Where sick leave credits have been exhausted, an employee may utilize accumulated lieu time or vacation time during the three (3) day waiting period or other sickness leaves.

#### 20.04 Proof of Illness

Following three (3) consecutive days of illness, an employee may be required to provide a medical certificate, certifying that the employee was unable to carry out their duties due to illness. A medical certificate will be required prior to an employee receiving Short-term Disability Benefits. The cost of the medical certificate, if any, shall be paid for by the Employer.

#### 20.05 Notification to Employer

An employee who is unable to report for duty on their scheduled shift will notify the Employer of this fact in advance of the commencement of their scheduled shift, provided that this requirement will be waived by the Employer where the employee was unable to give such notice due to circumstances beyond their control.

#### 20.06 Medical Care Leave

Employees may be allowed to use sick leave credits in order to engage in personal preventative medical health and dental care. Permission will not be unreasonably withheld provided adequate notice is given in advance.

**ARTICLE 21 – VACATION**

21.01 a) Full-time employees are entitled to vacation pay and vacation time off as follows:

<b>Length of Service</b>	<b>Accrual/Month</b>	<b>Max. Annual Accrual</b>	<b>Vacation Pay</b>
Until 7th anniversary	1.25 days	15 days	6%
From 8th anniversary to 14th anniversary	1.67 days	20 days	8%
From 15th anniversary to 21st anniversary	2.08 days	25 days	10%
From 22nd anniversary forward	2.5 days	30 days	12%

- b) “Month” in this Article means a month or any part thereof. Entitlement will accrue on the first day of the month following the month in which it was earned.
- c) Vacation pay shall normally be paid when the employee takes vacation time off.

21.02 Part-time employees are entitled to:

- a) vacation pay calculated as four percent (4%) of all wages earned, excluding vacation pay, and two (2) weeks’ unpaid time off if their period of employment is less than five (5) years; and
- b) vacation pay calculated as six percent (6%) of all wages earned, excluding vacation pay, and three (3) weeks’ unpaid time off if the period of employment is five (5) years or more.

21.03 The “vacation year” runs from January 1 to December 31 of each year.

21.04 Employees shall make requests for vacation time off before February 28 of each vacation year for the period commencing in April up to and including March of the following year. The employer shall post a vacation schedule before March 15. If more than the number of employees permitted to take vacation time off for the same period exceeds the limits set out in Article 21.06, the employee(s) with greater seniority will be given preference.

21.05 After February 28, vacation requests will be processed as requests are submitted. Notification of approval or denial will be provided within ten (10) working days of the request.

21.06 At the sole discretion of the Employer, no more than two (2) employees will be allowed to take vacation during the same period in the months of November to



April and no more than three (3) employees will be allowed to take vacation during the same period in the months of May to October. The number of employees allowed to take vacation in the same period may be exceeded where operational demand allows.

- 21.07 An employee will be entitled to receive their vacation in an unbroken period of up to two (2) weeks, unless otherwise mutually agreed upon between the employee and the Employer. Such requests shall not be unreasonably denied.
- 21.08 The Employer encourages all employees to take their full entitlement to vacation time off in every year and employees will be required to take no less than the minimum amount of vacation time off required by the Employment Standards Act, 2000 (two weeks or three weeks, depending on years of service), subject to a carry-over request in accordance with Article 21.10.
- 21.09 Should an employee(s) requested vacation be denied, due to reasonable operational demands, resulting in the employee being unable to take their accumulated entitlement, in excess of the carry over limit outlined in Article 21.10, their vacation owing will be paid out in the first pay period of December each year.
- 21.10 Employees will be allowed to carry-over no more than 10 days' vacation time into the following vacation year and any such carried-over time must be scheduled no later than December 31 of the following vacation year. Any accrued vacation carried over and not scheduled prior to December 31 shall be paid to the employee on the first regular pay period in December.
- 21.11 An employee who becomes eligible for bereavement leave immediately prior to or during approved vacation time may substitute bereavement leave for vacation time. Vacation time shall be rescheduled at a time mutually agreeable to the employee and their supervisor.
- 21.12 If an employee has any accrued vacation pay owing when their employment ends, the vacation pay will be paid out on the employee's final pay.
- 21.13 If an employee has been paid vacation pay in excess of the amount earned when their employment ends, the amount of the overpayment shall be deducted from the employee's final pay.

## **ARTICLE 22 – PAID HOLIDAYS**

### **22.01 Paid Holidays**

The Employer recognizes the following as paid holidays:

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

And any other day proclaimed by the Provincial Government.

Where a paid holiday falls on a Saturday or Sunday, and it is not a scheduled working day, the holiday shall be observed on either the preceding workday, or the next scheduled working day as determined by the Employer.

### **22.02 Holiday Qualifications**

In order to be entitled to receive payment for these holidays, the employee must work their scheduled working day immediately preceding or the working day following the holiday unless on an approved leave of absence or absent due to illness.

### **22.03 Paid Holidays During Vacation or Leave**

If a paid holiday falls or is observed during an employee's vacation period or approved leave period, that day shall count as a paid holiday and not as a day of vacation or approved leave.

## **ARTICLE 23 – LEAVES**

### **23.01 Statutory Leaves of Absence**

All employees are eligible for leaves of absence in accordance with, and subject to, the provisions of the Employment Standards Act, 2000, S.O. 2000, c. 41, as amended from time to time.

### **23.02 Adoption, Pregnancy and Parental Leave**

Adoption, pregnancy, and parental leave will be granted in accordance with the Employment Standards Act, 2000, S.O. 2000, c. 41, to a maximum of up to eighteen (18) months of unpaid leave. Adoption, pregnancy, and parental leave

requests will be in writing and will state the last day to be worked and the expected date of return to work.

Employees on adoption, pregnancy and parental leave will continue to accrue seniority and service for service-related benefit entitlements.

When an employee is off work on adoption, pregnancy and parental leave, the Employer will continue to make its share of the premium payments for the benefit plans in which the employee is enrolled prior to the commencement of the leave.

Employees returning from adoption, pregnancy and parental leave will return to their former position.

### 23.03 Bereavement Leave

- a) In the event of the death of an employee's spouse (including same sex or common-law spouse/partner and fiancée) or child, the employee will be entitled to leave of absence without loss of pay for five (5) days.
- b) In the event of the death of an employee's parent, sister, brother, mother-in-law, father-in-law, son-in-law, daughter-in-law, or grandchild, the employee will be entitled to leave of absence without loss of pay for three (3) days.
- c) In the event of the death of an employee's brother-in-law, sister-in-law, or grandparent, the employee will be entitled to leave of absence without loss of pay for two (2) days.
- d) In the event of the death of an employee's aunt, uncle, niece, nephew of their immediate family, or of a fellow employee, or is required to act as a pall bearer, the employee will be entitled to leave of absence without loss of pay for one (1) day.
- e) Additional days without pay may be granted for extenuating circumstances (time of year/travel/etc.) subject to approval of the Employer. Such requests shall not be unreasonably denied.
- f) Additional provisions:
  - i) Immediate family members are defined as the employee's spouse, parents, step-parents, siblings, children, step-children, grandparent, or grandchild.
  - ii) Leave is not paid if it falls on a Paid Holiday.

#### 23.04 Jury Duty and Court Attendance

If an employee is required as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest, the employee will not lose regular pay or seniority because of such attendance, provided that the employee:

- i) Notifies the Employer immediately on the employee's notification that they will be required to attend at court;
- ii) Present proof of service requiring the employee's attendance; and
- iii) Deposits with the Employer the full amount of compensation received, excluding mileage/travel and meal allowance, and an official receipt thereof.

#### 23.05 Unpaid Leave of Absence

Any employee may apply for and receive a leave of absence without pay for personal reasons other than illness. The employee must give at least two (2) weeks notice in advance of the leave. The response of the Employer will be given in writing. Where the request is denied, the reasons for the denial must be stated.

Such leave will not affect any parenting entitlements, sick leave credits, vacation or seniority that has accumulated before the leave.

However, vacation entitlements, sick leave credits and seniority will not accumulate during unpaid leave. Medical, dental, and other insurance coverage under this Agreement will continue if the employee pays the full premium for such coverage. If payment is not received from the employee within thirty (30) days of being notified of the amount the coverage will be terminated.

#### 23.06 Union Leave

Upon notification to the Employer, an employee elected or appointed to represent the Union at Union functions will be allowed a leave of absence with pay and benefits and without loss of seniority. The Union will reimburse the Employer for receipt of such pay.

### **ARTICLE 24 – WAGES AND PREMIUMS**

#### 24.01 Pay Days

The Employer will pay salaries/wages bi-weekly in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each pay, each

employee will be provided with an itemized statement of their salary/wages, overtime, and other supplementary pay and deductions.

#### 24.02 Payroll Errors

Payroll errors (overpayment/underpayment) brought to the attention of the Employer or employee, as applicable, shall be corrected as quickly as reasonably practical.

### **ARTICLE 25 – FEES AND ALLOWANCES**

#### 25.01 Education and Professional Fees

The Employer agrees to pay all wages and costs of any upgrading or courses, including licences and/or certifications that are required to be taken by an employee or are directly related to the employee's current classification. The work schedule may be adjusted to reflect the training or course schedule.

Subject to approval, the Employer agrees to reimburse employees for training/courses taken by an employee which would benefit the Employer but are not directly related to the employee's current classification, to an amount of fifty percent (50%).

Where an employee is required to maintain a licence and/or certification that pertains to their position, the Employer will pay for the fees associated with that licence and/or certification, with the exception of a class G drivers' licence. This will not be interrupted by a temporary reassignment or secondment.

#### 25.02 Mileage Allowance

When employees are required by the Employer to use their own vehicles to participate in training, they will be reimbursed for all distance driven for Employer business purposes in accordance with the Employer's policy. Where a trip begins at home, the distance calculated and charged will be the lesser from home or office to the designated location.

#### 25.03 Equipment and Tools

The Employer will supply all tools and equipment required by employees in the performance of their duties. Replacement will be made by producing the worn or broken tool. Employees will report a lost or stolen tool to the Employer.

#### 25.04 Uniform Allowance

The Employer will supply the following clothing to employees, as required and upon the return of old items if requested:

- i) Coveralls
- ii) Coat
- iii) Jacket
- iv) Vest
- v) Pants
- vi) Shirts
- vii) Sweatshirt
- viii) Gloves

25.05 Safety Boot Allowance

The Employer will provide a boot allowance of up to \$300.00, based on submitted receipt(s), every year to all employees required to wear CSA approved safety footwear.

25.06 Annual Holiday Allowance

The Employer agrees to pay Full-Time Employees an annual holiday allowance of \$100.00 cash, and Part-Time Winter Seasonal Employees an annual holiday allowance of \$75.00 cash, paid out in the first pay period of December each year.

**ARTICLE 26 – HEALTH AND SAFETY**

26.01 Responsibilities

The parties agree to abide by the Occupational Health and Safety Act, R.S.O. 1990, c. 0.1, and its regulations.

26.02 Personal Protective Equipment

An employee who is required by the Employer to wear or use any Personal Protective Equipment shall have the equipment supplied at no cost to the employee. Employees shall be instructed and trained in its care, use and limitations before wearing or using it for the first time. Replacement will be made by producing the worn or broken equipment. Employees will report lost or stolen equipment to the Employer.

**ARTICLE 27 – MERGERS AND AMALGAMATIONS**

27.01 Where the Employer is involved in a merger or amalgamation with any other body, or sale of any part of its operation or restructuring, the Employer shall consult with the Union to deal with issues concerning, but not limited to: service, seniority, benefits, and job security to enable the Employer in their best efforts to address the foregoing on the employee's behalf.


**ARTICLE 28 – TERM OF AGREEMENT**


- 28.01 The term of this Agreement will be from January 1, 2024 to December 31, 2026 and will continue from year to year upon the expiration of that term unless either party gives to the other party notice in writing at least ninety (90) days prior to the expiration date in each year that it desires its termination or amendment.
- 28.02 Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

Signed at           (Electronically)           on this day of           February 1, 2024          .


**FOR THE UNION**

  
Mark Filewood (Feb 1, 2024 14:55 EST)  
\_\_\_\_\_  
Mark Filewood

  
Jeff Wilcox (Feb 4, 2024 18:03 EST)  
\_\_\_\_\_  
Jeff Wilcox

  
Matthew Alloway (Feb 1, 2024 10:33 EST)  
\_\_\_\_\_  
Matt Alloway

**FOR THE EMPLOYER**

  
\_\_\_\_\_  
Lisa Higgs

  
\_\_\_\_\_  
Aaron VanOorspronk

*Michele Lant*  
\_\_\_\_\_  
Michele Lant

*Paul Van Vaerenbergh*  
Paul Van Vaerenbergh (Feb 1, 2024 10:22 EST)  
\_\_\_\_\_  
Paul VanVaerenbergh

**SCHEDULE “A” – CLASSIFICATIONS AND WAGES**

January 1, 2024 - 4.0%

<b>Classification</b>	<b>Step 1 Probationary</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
Public Works Foreman	\$35.13	\$36.72	\$38.32	\$39.92
Public Works Lead Hand	\$31.49	\$32.93	\$34.36	\$35.79
Roads Maintenance Employee	\$27.93	\$29.08	\$30.22	\$31.37
Seasonal Roads Patroller	\$27.04			
Seasonal Roads Maintenance Employee	\$27.93			
Seasonal Roads Maintenance Lead Hand	\$28.83			
Summer Students - Public Works Labourer	\$18.20			
Parks and Facilities Operator	\$26.93	\$28.15	\$29.38	\$30.61
Parks and Facilities Summer Students	\$18.20			

January 1, 2025 - 1.0%

<b>Classification</b>	<b>Step 1 Probationary</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
Public Works Foreman	\$35.48	\$37.09	\$38.70	\$40.32
Public Works Lead Hand	\$31.80	\$33.26	\$34.70	\$36.15
Roads Maintenance Employee	\$28.21	\$29.37	\$30.52	\$31.68
Seasonal Roads Patroller	\$27.31			
Seasonal Roads Maintenance Employee	\$28.21			
Seasonal Roads Maintenance Lead Hand	\$29.12			
Summer Students - Public Works Labourer	\$18.38			
Parks and Facilities Operator	\$27.21	\$28.43	\$29.67	\$30.92
Parks and Facilities Summer Students	\$18.38			



January 1, 2026 - 1.0%

<b>Classification</b>	<b>Step 1 Probationary</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
Public Works Foreman	\$35.83	\$37.46	\$39.09	\$40.72
Public Works Lead Hand	\$32.12	\$33.59	\$35.05	\$36.51
Roads Maintenance Employee	\$28.49	\$29.66	\$30.83	\$32.00
Seasonal Roads Patroller	\$27.58			
Seasonal Roads Maintenance Employee	\$28.49			
Seasonal Roads Maintenance Lead Hand	\$29.41			
Summer Students - Public Works Labourer	\$18.56			
Parks and Facilities Operator	\$27.48	\$28.71	\$29.97	\$31.23
Parks and Facilities Summer Students	\$18.56			

- 1) Full-Time Employees shall progress to the next step in the pay scale upon successful completion of the probationary period outlined in Article 15. Employees shall progress through the steps in the pay scale on an annual basis thereafter.
  
- 2) Employees promoted/reassigned/reclassified to a higher classification shall be placed at the step which provides an increase of no less than one dollar (\$1.00).