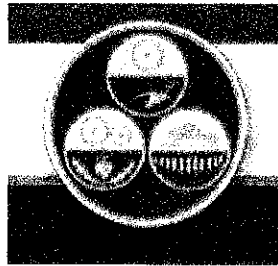


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# Collective Agreement

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Between

The Corporation of  
the Township of  
North Dumfries

and

The Canadian Union  
of Public Employees,  
Local 1656.02,



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January 1, 2017 –  
December 31, 2019

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**ARTICLE 1 – PURPOSE**

- 1.01 The general purpose of this agreement is to establish and maintain collective bargaining relations between the Municipality and its employees, and to provide means for the prompt and equitable disposition of grievances, and to establish and maintain mutually satisfactory working conditions, hours and wages for all employees who are subject to the provisions of this agreement.

**ARTICLE 2 – RECOGNITION**

- 2.01 The Township recognizes the Canadian Union of Public Employees and its Local 1656 as the sole and exclusive bargaining agent for all employees of the Corporation of the Township of North Dumfries in the Public Works (Roads) and Recreation Departments save and except the Director of Public Works (Roads), the Director of Recreation, persons above the rank of Director of Public Works (Roads) and Director of Recreation, their designates and, office staff.
- 2.02 (a) The Township recognizes that supervisory personnel will not perform work normally performed by employees in the bargaining unit in accordance with the established practice.
- (b) Persons whose jobs, paid or unpaid, are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except in cases mutually agreed upon in writing between the parties.
- 2.03 No employee shall be required or permitted to make a written or verbal agreement with the Township or its representative which may conflict with the terms of this Agreement.
- 2.04 The parties recognize the Region of Waterloo's "Ontario Works Business Plan" or its successor or similar plan will not be used to displace or replace work of a full time or part time employees or students or volunteers, if any. The Township agrees that "Ontario Works" clients/placements shall not be placed into any position that is covered in whole or part by Article 2.01.

**ARTICLE 3 – NO DISCRIMINATION**

3.01 The Township and the Union agree that there will be no discrimination, interference, restriction or coercion exercised or practised by the Township or by the Union or by any of their representatives in accordance with the Ontario Human Rights Code, the Occupational Health and Safety Act and the Ontario Labour Relations Act, Accessibility for Ontarians with Disabilities Act, Bill 168 Workplace Violence and Harassment and any other applicable Act or Statute, with respect to any employees by reason of race, colour, age, sex, sexual orientation, marital status, national origin, political or religious affiliation or disability, nor by reason of membership or non-membership, nor by an employee exercising his rights under this agreement or by his lawful activity or non-activity in a trade union.

3.02 Workplace and Sexual Harassment

- (a) Cases of alleged harassment because of position, race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital or family status, and disability or personal harassment will be considered as discrimination and shall be eligible to be processed as grievances under the Grievance Procedure.
- (b) Where the alleged harasser is the person who would deal with the first or any step of a grievance, the grievance shall automatically go forth to the next step.
- (c) An employee shall, at all times, retain their right to lodge a complaint under the Ontario Human Rights Code. In the event the employee lodges a formal complaint under the Ontario Human Rights Code, the grievance procedure shall be completed internally to the satisfaction of both parties, before being addressed by the Ontario Rights Commission.
- (d) The Township agrees that the information and training regarding workplace and sexual harassment is essential and will undertake to work jointly with the Union on all training and information measures. The Township agrees to make all employees aware that violations of this Article may be subject to disciplinary action.

**ARTICLE 4 – CHECK-OFF UNION DUES**

4.01 There shall be a compulsory check-off of Union dues from all persons who become employees of the Township to which this agreement applies. The amount to be deducted shall be such sum as may from time to time be assessed by the Union on its members according to its constitution and By-laws. The Township shall be notified in writing thirty (30) calendar days prior to any required change in deductible assessments.

- 4.02 Such deductions will be made every pay by the Township, and shall be forwarded to the National Secretary-Treasurer, CUPE, 1375 St. Laurent Boulevard, Ottawa, Ontario K1G 0Z7, not later than the 15th day of the month following in respect of which deductions have been made, accompanied by a list of all employees from whose wages the deductions have been made. The list shall indicate total accumulated deductions for all employees and indicate the average weekly wage for the bargaining unit. A copy of the list shall be sent to the Secretary-Treasurer and the Chairperson of CUPE Local 1656. For new employees such deductions shall commence in the first full bi-weekly pay period immediately following the date on which the employee is hired.
- 4.03 The Union shall indemnify and save the Township harmless with respect to all dues so deducted and remitted.
- 4.04 Deductions will not be made from any employee's bi-weekly pay cheque either immediately or retroactively unless the employee received at least eight (8) hours pay in the pay period.
- 4.05 At the same time that Income Tax (T-4) slips are made available, the Township shall print on the T-4 slip the amount of Union dues paid by each Union member in the previous taxation year.

#### **ARTICLE 5 – MEMBERSHIP IN THE UNION**

- 5.01 All employees of the Township as outlined in Article 2, shall be eligible for Union membership on a voluntary basis.
- 5.02 The Township agrees to acquaint new employees with the fact that a Union Agreement is in effect. New employees shall be presented with a copy of this Agreement by the Township.
- 5.03 It is further agreed that the Township will notify the Union Treasurer in writing, once each month, of the names and classifications of all new employees hired the previous month who are subject to this Agreement. A representative of the Union shall be given an opportunity to interview each new employee within regular working hours and without loss of pay for a maximum of fifteen (15) minutes during working hours in the first month of employment, for the purpose of discussing with the new employee the benefits and duties of Union membership and his responsibilities and obligations to the Township and the Union.
- 5.04 The Township shall provide the CUPE Local 1656, every January and July, with a list of bargaining unit employees including their names, addresses and phone numbers. The Union shall indemnify and save the Township harmless with respect to the release of this information.



**ARTICLE 6 – MANAGEMENT RIGHTS**

- 6.01 The Union recognizes the right of the Township to:
- (1) Operate and manage its business in all aspects in accordance with its responsibilities and the rights, powers and functions conferred upon the Municipality by statute and/or By-laws of the Township.
  - (2) Maintain order, discipline and efficiency and, in connection therewith to make, alter, and enforce from time to time rules and regulations, policies and practices to be observed by its employees. The Township recognizes that the foregoing is subject to such procedures, regulations and/or restrictions governing the exercise of these rights as are expressly provided in this Agreement and subject to the right of the employee(s) concerned to lodge a grievance in the manner and extent herein provided.
  - (3) Select, hire, discipline, discharge, transfer, assign to shifts, schedule overtime, promote, demote, classify, lay off, recall, and suspend employees, and select employees for positions excluded from the Bargaining Unit, provided that no employee shall be transferred out of the Bargaining Unit against his/her wishes, and further provided that a claim of discriminatory promotion, demotion, transfer, classification, discipline or suspension, or a claim by an employee that he has been discharged without cause may become the subject of a grievance and be dealt with as herein provided.
  - (4) Direct the working forces, the right to plan, direct and control the operations of the Township, the right to introduce new and improved methods and facilities, the equipment, the amount of supervision of personnel necessary, the number of employees to be employed, the work schedules, the establishment of standards of quality, the extent of the Township's operations and the increase or decrease in employment arising therefrom, the sole and exclusive jurisdiction over all operations, buildings, machinery, equipment and tools. If a decrease in employment as stated herein becomes necessary, the Township will endeavour to transfer the affected employee(s) to another vacant Union position(s) in the Township.

**ARTICLE 7 – NO STRIKES OR LOCKOUT**

- 7.01 The Township and the Union agree to follow procedures as outlined in this Agreement. It is understood and agreed that there will be no strike or lock-out during the lifetime of this agreement, and the definition of "strike" and "lock-out" are those set out in the Ontario Labour Relations Act.

- 7.02 The parties hereto mutually agree that this Agreement is subject to the rules of practise and procedure and regulations of the Labour Relations Act of the Province of Ontario, and as amended from time to time.

#### **ARTICLE 8 – SENIORITY**

- 8.01 (a) Seniority is defined as the length of service in the bargaining unit and shall include service in bargaining unit positions with the Township prior to recognition of the Union. Seniority shall be used in determining preference or priority for promotion provided that the senior employee already possesses the necessary skill and ability to perform the work; in determining preference or priority for transfer, demotion, shift, lay-off, permanent reduction of the workforce, and recall as set out in other provisions of this agreement. Seniority will operate on a bargaining unit wide basis.

- (b) Where the employee has worked as either a part-time employee or a temporary employee and subsequently becomes a temporary or permanent employee with no break in service, their seniority shall be considered as continuous.

Note: Break in Service is defined as seven (7) consecutive calendar days.

- (c) Seniority for new employees will be effective their date of hire upon completion of probation.
- (d) The probationary period can only be extended by mutual agreement in writing between the Township, the Union, and the affected employee.

- 8.02 The Township shall maintain a seniority list showing the date upon which each permanent employee's continuous service with the Township commenced from the employee's starting date. Seniority shall be recorded in the number of hours worked, with one (1) year of seniority being equivalent to 2080 hours of seniority.

An up-to-date copy of this list will be given to the Union in January of each year and a copy posted on all approved bulletin boards. Employees have thirty (30) calendar days, exclusive of vacation or absence due to illness, from the date of posting of the seniority list to inform the Township of any errors, changes or additions to the posted list.

- 8.03 Where more than one employee is hired to start employment on the same day, seniority preference and placement on the seniority list shall be decided by a coin toss. The coin toss shall be conducted as soon as possible after the completion of the employee's probation period. The affected employees and a member of the Union executive shall be present with a Representative of the Township at the coin toss. The results of the coin toss shall be recorded and signed by those in attendance, and a notation shall appear on the seniority list.

8.04 Employees absent from work on sick leave due to illness or accident or authorized leave of absence will continue to accumulate seniority until Clause 8.05 applies.

8.05 Seniority status, once acquired by permanent employees, will be lost and their names removed from the seniority list and their employment terminated for any of the following reasons:

- (a) Voluntary resignation.
- (b) Discharge for cause not reversed through operation of the grievance procedure.
- (c) Continuous non-employment, including lay off, authorized leave of absence, but not including illness, injury or disability, for a period of twenty-four (24) months.
- (d) Failure to signify intention to return to work after recall from lay off within three (3) working days following proper notification by the Township by registered mail sent to the employee at the last address provided by the employee to the Township, and failure to return to work after an additional five (5) working days following such notification. If an employee notifies the Township within said three (3) working days that he is unable to return to work within the prescribed time for a legitimate reason acceptable to the Township, their name will not be struck from the seniority list. Their name, however, may be passed over and the next in line in seniority may be recalled.

These time limitations may be extended in writing for valid reasons such as sickness certified by a Doctor's Certificate, death in the immediate family, accident and other legitimate reasons acceptable to the Municipality.

- (e) Absence from work without an excuse acceptable to the Director for a period of three (3) working days.

8.06 The promotion or transfer of employees to positions outside the bargaining unit is not covered by this Agreement and shall not be subject to the terms of this Agreement, except that such employees will retain their seniority after promotion or transfer for ninety (90) calendar days.

No employee shall be transferred or promoted to any position outside the bargaining unit against the wishes of the employee.

8.07 The seniority dates of employees in area municipalities, boards or commissions which have been or will be assumed by the Township and come within the jurisdiction of this Agreement, will be placed in their rightful chronological position on a combined list of employees forming the total seniority list.

8.08 Layoff and Recall

(a) Layoff shall be defined as a reduction in the workforce or a reduction in the regular hours of work as defined in this Agreement. In the event of a layoff, the last employee hired shall be the first laid off and the last employee laid off shall be the first requested to return provided the senior employee already possesses the necessary skill and ability to perform the work available.

If a specific position(s) is to be laid off, then the employee(s) in the specified position(s) will be laid off and they in turn shall be permitted to bump into any other less senior position in accordance with the criteria established in this clause.

(b) In the event of temporary layoff as defined in the Employment Standards Act, employees to be laid off will receive a three (3) working day period of notice. On the first day of the notice period, all employees must give their intention of the position they wish to bump into, and these plus all resulting bumps must be completed by the end of the third working day.

(c) In the event of a permanent layoff, (defined as not a Temporary layoff under the Employment Standards Act) laid off employees must exercise their bumping rights as soon as possible, but in any event within five (5) working days from the date they are notified of the layoff. Any other employees so bumped must exercise their bumping rights within two (2) working days of their being bumped, and so on, on a two (2) working day maximum basis for each involved employee.

(d) Subject to clause 8.05 (c) or (d), it is understood that employees being recalled from layoff will be able to bump any other less senior employee upon their return, but must already possess the necessary skill and ability to perform the work required. In the event the recalled employee cannot bump any other employee; the recalled employee will automatically be considered on lay off.

(e) In order that the operations of the Union will not become disorganized when layoffs are being made, the Unit Chairperson shall be the last persons laid off during their term of office, as long as full time work is available, for which they already possess the necessary skill and ability

- to perform the work required.
- (f) The Township will give the Union as much advance notice as is reasonably possible, but not less than sixty (60) days, of any layoffs affecting members of the bargaining unit. The Township shall meet with the Union to discuss the impact of any proposed layoffs.
  - (g) Grievances concerning layoffs and recall shall be filed at Step 2 of the Grievance Procedure.

#### **ARTICLE 9 – JOB VACANCIES**

- 9.01 (a) The Township will post for six (6) working days a notice internally, of a vacant position showing the department and type of work, work location; any required knowledge and/or education, ability and skills, hours of work, shift, and wage rate, in order that full-time, part-time or temporary employees may have the opportunity of making written application for such positions.
- (b) No vacancy shall be posted and no new employees shall be hired until those laid off have been given an opportunity of recall. The laid off employee must be qualified and must respond to the recall within five (5) working days.
- (c) No outside advertising shall be placed, applications received, or interviews held for any vacancy within the bargaining unit until the applications of employees in the bargaining unit have been fully processed.
- 9.02 Temporary vacancies, such as those caused by an employee's absence owing to accident, injury, illness, sickness, vacation, leaves of absence and temporary transfer, shall not be posted unless the vacancy exceeds ninety (90) calendar days. Such temporary vacancies may be filled at the discretion of the Township for a period not to exceed forty-five (45) calendar days. A longer time period may be set if mutually acceptable to both parties (between the Township and the Union). If a temporary vacancy still exists at the end of the forty-five (45) calendar day period or the mutually agreed extended period, it shall be posted and filled in accordance with the seniority provisions of this Agreement.
- 9.03 Nothing in this Article shall be construed as restricting the right of the Township to temporarily assign an employee to a job which qualifies for posting hereunder, for a period not exceeding forty-five (45) calendar days, until the posting procedure has been complied with, and arrangements have been made to promote the employee selected to fill the vacancy to be assigned to the job concerned.

- 9.04 (a) In the event the successful applicant proves unsatisfactory to the Township or the employee wishes to return to their former position during the trial period of up to twenty-five (25) working days or longer, where such longer period has been mutually agreed upon in writing, the employee shall be returned to their former position without loss of seniority. Any other employee promoted or transferred as a result of the re-arrangements of jobs, shall be returned to their former position without loss of seniority.
- (b) In the event that employees during the trial period are returned to their former positions, and such positions (or other positions if other employees were moved as a result of the original position change) are filled by new employees, the new employees will either be laid off until a suitable position becomes available, or for thirty (30) calendar days, whichever is the lesser, at which time the newly hired employee will be terminated if no suitable position is available.
- 9.05 The Township agrees to post on all approved bulletin boards the outcome of all job postings within, when possible, the ten (10) working days of the expiration date of the posting. The Township will, within thirty (30) calendar days of a position becoming vacant, notify the Union in writing if the vacancy is not to be filled.
- 9.06 In the event that a new or changed job classification is decided upon by the Township as necessary to its operation then the job description, job title, and rate of pay shall be determined by the Township. The Township shall, within ten (10) working days from the decision of Township Council, notify the Union by registered, certified or hand delivered mail of the action taken, with a copy of the job description. The job shall be posted in accordance with Article 9.01. If no formal protest is lodged in writing to the Township by the Union within thirty-one (31) calendar days of the date of such notice, the new or changed occupational classification shall be deemed to have become a modification of Appendix "A" of this Agreement. In the event that a formal written protest is made by the Union within the thirty-one (31) calendar day time limit, the parties shall arrange for a meeting within thirty-one (31) calendar days of the receipt of the Union's objection for the purpose of endeavouring to resolve any differences. If such differences between the parties are not resolved by this means, then the dispute may be submitted directly to Mediation/Arbitration.
- 9.07 A permanent employee covered by this Agreement who has given good and faithful service to the Township who, through advancing years or temporary disablement due to sickness, workplace injury or long term disability is unable to adequately perform his regular duties, may be given the preference of any light or modified work available at no less than his wage rate and hours that may be jointly agreed upon by the Township and the Union. The Township will make every reasonable effort to provide modified or light duties and act in accordance with the duty to accommodate provisions of the Worker's

- 9.08 Compensation Act and the Human Rights Commission Code.  
An employee may submit to the Chief Administrative Officer or their Director, prior to their taking of vacation, and the Township shall accept, an expression of interest letter for any position that may be posted during the employee's absence on vacation. Such letter shall be considered as an application for such position should a position be posted. Should any documents concerning the position or any discussion with the employee be required, such documents or discussion will await the employee's return from vacation.

#### **ARTICLE 10 – CORRESPONDENCE**

- 10.01 All correspondence between the parties arising out of this Agreement or incidental thereto shall be passed to and from the Chief Administrative Officer of the Township, and the Recording Secretary of the local Union with a copy to the Chairperson, and the Representative, of the Canadian Union of Public Employees, 1120 Victoria Street North, Suite 204, Kitchener, Ontario, N2B 3T2.

#### **ARTICLE 11 – UNION REPRESENTATION**

- 11.01 The Township agrees to recognize the following Representatives of the Union:
- (a) A Chairperson representing the employees of the bargaining unit.
  - (b) A Bargaining Committee of not more than four (4) employees and one member of the Executive of the Union.
  - (c) A Grievance Committee of the Chairperson, the Vice-President or Chief Steward of the Union and the steward.
  - (d) Two (2) Stewards, from among the employees in accordance with Appendix "B" which is attached hereto and forms part of this Agreement. The Union shall provide the Township with a list of such representatives.
  - (e) If a Steward is unavailable due to sickness, change of shift, etc. an alternate steward may be selected by the employee needing assistance, from among the available Stewards or from the officers of the Local Union.
- 11.02 Probationary employees shall not be eligible to serve as Stewards or Union Committee members.

- 11.03 The Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees who, after obtaining permission, shall have access to the Township's premises in order to investigate or assist in negotiations or the settlement of any matter arising out of this Agreement. Permission shall be requested of the Chief Administrative Officer or designate and such permission shall not be unreasonably withheld.
- 11.04 The Union acknowledges that the Stewards and the Committee members from among the employees will be required to efficiently perform their regular duties on behalf of the Township and that such employees will not leave regular duties without first obtaining permission from their immediate supervisor to leave such regular duties. In accordance with this understanding any representative of the Union who is granted time off during his regular work period to adjust a grievance or possible grievance, or conduct a meeting on Union business, shall be paid for such time as his regular rate, not to exceed his regular daily hours of work.
- 11.05 Labour/Management Meetings shall be conducted in order to resolve issues that arise between the parties from time to time. A Union Committee, comprising of not more than two (2) persons at least one (1) of which must be an employee, and the Township may be held as required at times to be mutually arranged, but not normally more often than once a month. The party requesting the meeting shall make a request in writing and shall at the same time advise the other party of the matters it wishes to discuss. It is agreed that such meetings are for the purpose only of discussing matters of mutual interest and for the free exchange of information. It is not the intent of this provision to replace or circumvent the Grievance Procedure contained in this Collective Agreement.

## **ARTICLE 12 – GRIEVANCE PROCEDURE**

- 12.01 A grievance shall be defined as any difference or dispute between the Township and any employee, group of employees or the Union on the interpretation, application or administration of this Agreement.

It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible. Such complaint shall be acted upon in the following manner and sequence:



**STEP 1**

It is agreed that employees have no grievance until they have first had a meeting with their Director, thereby giving their Director an opportunity of adjusting their complaint. Such complaint shall be presented as a written grievance and discussed with Director of Public Works or the Director of Recreation within seven (7) working days after the circumstances giving rise to the complaint have occurred. The Director of Public Works or Director of Recreation will give their decision in writing within three (3) working days following the discussion with the employee(s). Failing settlement, then Step No. 2 may be invoked.

**STEP 2**

Within five (5) working days following the decision of the Director of Public Works or the Director of Recreation under Step No. 1, the Grievance Committee or a member thereof may submit the written grievance to the Chief Administrative Officer, who shall convene a meeting which would include members of the Union Grievance Committee and the Management Grievance Committee, within ten (10) working days from the date on which the grievance is received by the Chief Administrative Officer. The Administrative Officer shall deliver the decision in writing to the Chairperson of the Union Grievance Committee within five (5) working days from the date on which the meeting was held under Step No. 2.

- 12.02 (1) The Union Grievance Committee shall be composed of the local Union Vice-President or designate, Chairperson, the Steward from the appropriate department, and the grievor.
- (2) The Management Grievance Committee shall be composed of the Chief Administrative Officer, the Director of Public Works and the Director of Recreation or their designate.
- 12.03 Any difference arising directly between the Township and the Union involving the interpretation, application or alleged violation of this Agreement may be submitted in writing as a Policy Grievance by either party and dealt with as a grievance commencing at Step 2 of the grievance procedure.

Any grievance by the Township or the Union as provided in this article, shall be commenced within thirty-five (35) days of the date of occurrence. No Union Grievance shall be presented at Step 2 which an employee, or a group of employees, could normally process as an individual employee grievance or a grievance of a group of employees.

- 12.04 Failing settlement under the foregoing procedure of any grievance between the parties, arising from the interpretation, application or alleged violation of this Agreement, including any question as to whether the matter is arbitrable, such grievance may be submitted to arbitration as set forth in Article 14 of this Collective Agreement.
- If no written request for arbitration is received within fifteen (15) working days after the decision under Step 2 is given, it shall be deemed to have been settled and not eligible for arbitration.
- 12.05 It is agreed that grievances and replies to grievances shall be in writing at all stages with a copy to the local Union Secretary, the Chairperson and the Representative of C.U.P.E. as set out in Article 10.
- 12.06 All agreements reached under the grievance procedure between the representatives of the Township and the representative of the Union will be final and binding upon the Township and Union and the employee(s).
- 12.07 No adjustment effected under the grievance procedure or arbitration procedure shall be made retroactive prior to the date of the occurrence which resulted in the grievance being filed. This clause shall not prevent the adjustment of pay caused by clerical errors in computation.
- 12.08 Where no answer is given to the grievor(s) within the time limit specified in the grievance procedure, the grievor(s) shall be entitled to submit the grievance to the next step of the grievance procedure.
- 12.09 "Working day" as used in this Article and the discharge article shall mean a day other than Saturday, Sunday or a specified paid holiday.

### **ARTICLE 13 – DISCIPLINE SUSPENSION AND DISCHARGE**

- 13.01 An employee shall be accompanied by a Union representative at any meetings in which he/she believes disciplinary action may be discussed. Copies of any disciplinary correspondence shall be forwarded to the Recording Secretary of the Union, the Chairperson and the Canadian Union of Public Employees, 1120 Victoria Street North, Suite 204, Kitchener, Ontario, N2B 3T2.
- 13.02 Notice of suspension or discharge shall be forwarded to the employee by registered mail to the last known address on file with the Township, with a copy to the Recording Secretary of the Union, the Chairperson and to the area representative of CUPE as set out in Article 13.01. In cases where an employee is discharged verbally, the above notification will still be sent to the employee and those listed above for verification purposes.

- 13.03 A claim by an employee with seniority that the employee(s) has been unjustly discharged shall be treated as a grievance if a written statement of such grievance is lodged at Step 2 of the grievance procedure within five (5) working days after the employee ceases to work for the Township, and the first step of the grievance procedure will be omitted in such case. Such special grievance may be settled under the grievance and arbitration procedures.

#### **ARTICLE 14 – ARBITRATION**

- 14.01 It is agreed by the parties hereto that any difference of opinion relating to the interpretation, application, administration or alleged violation of this Agreement which cannot be settled after exhausting the grievance procedure shall be settled by arbitration as defined in Section 48, Subsection 2 of the Ontario Labour Relations Act (1995) as amended. It is understood that any question as to whether a matter is arbitrable may also become the subject for arbitration.
- 14.02 No person shall be selected as a member of an arbitration board who:
- (1) Is acting or has been in a period of six (6) months preceding the date of his appointment acted in the capacity of solicitor, legal advisor or counsel of either of the parties.
  - (2) Has any pecuniary interest in the matters referred to the Board.
- 14.03 Each of the parties to this Agreement will bear all the expenses of the arbitrator appointed by it, and the parties will jointly bear the expense, if any, of the Chairman.
- 14.04 The time limits fixed in both grievance and arbitration procedures may be extended only by mutual consent in writing, by the parties in writing to this Agreement.
- 14.05 The decision of the Arbitrator, the Board of Arbitration, or a majority thereof, shall be binding on both parties. The Board of Arbitration shall not have any power to alter, modify, amend or change any of the provisions in this Agreement, or to substitute any new provisions in this Agreement, or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and contents of this Agreement.
- 14.06 It is agreed that a representative of C.U.P.E. may be present at all stages of the grievance and arbitration procedures if requested by either party.

**ARTICLE 15 – SPECIFIED HOLIDAYS**

- 15.01 (a) Each employee who has completed sixty (60) calendar days or more continuous service, is entitled to thirteen (13) paid specified holidays regardless of the day on which the holiday occurs. The holidays to which this will apply are:

New Year's Day	Civic Holiday
Family Day (3 <sup>rd</sup> Mon – Feb.)	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day (Dominion Day)	Boxing Day
One Floater day	

The Floating Holiday shall be taken at a time in the calendar year that is mutually agreed between the employee and the Director and at least one week in advance of the date requested.

- (b) In the event that any national and/or provincial holiday is declared by the respective government during the term of the collective agreement, such holiday will be automatically added to the list of specified holidays set out in this Article.
- 15.02 In order to qualify for payment for specified holidays, an employee must work the scheduled working day immediately prior to and following the holiday except in the following circumstances: Where absence on either or both of the said qualifying working days is with prior written permission or due to illness verified by a Doctor's certificate and providing the employee has worked five (5) or more days in the pay period in which the holiday falls.
- 15.03 An employee who is regularly scheduled to work and does work on a paid holiday shall receive pay for such work at the rate of the time and one half (1 1/2) his regular rate and he shall be given a day off with pay in lieu of each holiday at a time mutually satisfactory to the Township and the employee, but in any event within thirty-five (35) working days of the holiday. Employees who are scheduled to work on a paid holiday shall receive pay for such work at the rate of three (3) times their regular rate for Christmas Day only.
- 15.04 An employee who is absent on a paid holiday for which the employee is scheduled to work shall forfeit the paid lieu day off unless such absence is due to illness certified by a doctor's certificate and provided the employee has worked five (5) or more days in the pay period in which the holiday falls.
- 15.05 In the event of a paid holiday falling within an employee's vacation period, such employee shall be granted an additional day's vacation at a time mutually agreed upon.

15.06 When any of the specified holidays in this Article fall on an employee's scheduled day off, the employee shall receive another day off with pay at a time mutually agreed upon between the employee and the Township, but in any event within ninety (90) calendar days of the holiday, except when a specified holiday such as Canada Day, Christmas Day, Boxing Day or New Year's Day fall on a Saturday and/or Sunday, when agreement as to lieu days will be between the Union and the Township if not covered by law.

15.07 Employees who are not on their regularly scheduled day off but who are scheduled off in recognition of the holiday on the actual day of the specified holiday shall, if called in, receive their regular day's pay for the holiday and in addition shall receive one and one half (1 1/2) times their regular rate for all hours worked subject to the call-in provisions of this Collective Agreement. It is the intent of this clause that an employee will receive one and one half (1 1/2) time for all hours worked when the call-in is on a Saturday or Sunday when either of these days is the actual day of the holiday.

15.08 Christmas Eve, New Year's Eve

The Township agrees that it will continue its practice of allowing employees to receive Christmas Eve and New Year's Eve off work as follows:

For employees in the Roads Department, when weather conditions allow, employees will receive the half day (starting at 11:00 a.m.) off on Christmas Eve and on New Year's Eve.

For employees in the Recreation Department, whenever reasonably possible employees on the day shift will receive the half day (starting at 11:00 a.m.) off on Christmas Eve and New Year's Eve.

Any hours worked after 11:00 a.m. and the end of the shift shall be paid at straight time. Overtime pay of time and one half shall apply after normal work hours or if the employees are called back into work after being permitted to go home.

**ARTICLE 16 – VACATION**

16.01 For the purpose of calculating vacation and eligibility, the fiscal year shall be January 1st of any year to December 31<sup>st</sup>.

16.02 Eligibility for paid vacations shall be determined on January 1st in each year and shall be on the following basis:

To harmonize vacation entitlements with a start date of January 1<sup>st</sup> in each year, there will be the need to transition the allotment of unused vacation time credit earned in the June 1<sup>st</sup> 2016 to May 31<sup>st</sup> 2017 time period with the January 1<sup>st</sup> to December 31<sup>st</sup>, 2017 vacation credits.

Full-Time Permanent employees would be eligible to carry forward vacation time from 2017 into 2018 without losing their credited vacation allowance.

A full-Time Permanent employee shall be eligible to carry two weeks of vacation time into calendar year 2018 with no penalty. This provision shall lapse on December 31, 2018.

<u>Length of Service</u>	<u>Vacation Entitlement</u>
(a) Less than one (1) year of continuous service	One (1) day per calendar month (maximum of ten (10) working days).
(b) Not less than one (1) year of continuous service but less than three (3) years of continuous service.	Two (2) Weeks
(c) Not less than three (3) years of continuous service but less than eight (8) years of continuous service.	Three (3) Weeks
(d) Not less than eight (8) years of continuous service but less than fourteen (14) years of continuous service.	Four (4) Weeks
(e) Not less than fourteen (14) years of continuous service but less than twenty-two (22) years of continuous service.	Five (5) Weeks
(f) Not less than twenty-two (22) years of continuous service	Six (6) Weeks
(g) Upon attaining twenty-three (23) years of continuous service, each employee shall receive one (1) additional day of paid vacation and an additional paid vacation day each year thereafter to a maximum of seven (7) weeks annual paid vacation.	

- 16.03 Not more than two (2) consecutive weeks vacation may be taken at a time, during the months of July, August and September, unless approved by the Director of Public Works or the Director of Recreation.
- 16.04 Vacations will be scheduled at such time of the year as is found most suitable considering both the wishes of the employee and the Township, however, they will be scheduled in such manner as to provide a fair distribution of the number of employees absent at any one time.
- 16.05 Employees with the greater length of service within each Department will have first choice of vacation dates provided that they indicate their preference to the Township before January 1<sup>st</sup> in order that the vacation schedule may be posted by February 1<sup>st</sup>.
- 16.06 On termination an employee shall be paid any vacation credits calculated on the basis of his vacation entitlement.
- 16.07 Employees who have been absent without pay, excluding employees on maternity leave, parental leave, and/or Workers' Compensation claims, for more than twenty (20) working days in the vacation eligibility year of January 1<sup>st</sup> to December 31<sup>st</sup>, shall receive a pro rata reduction on their vacation pay entitlement.
- 16.08 Vacation pay for temporary and part time employees shall be four percent (4%) of earnings.

## **ARTICLE 17 – LEAVES OF ABSENCE**

### **17.01 Union Leave**

- (a) Leave of absence without pay and without loss of seniority shall be granted upon request to the Township to employees elected or appointed to represent the Union at Union conventions, seminars, or other activities as approved by the CUPE local as bonafide union activity, and provided such leave of absence does not interfere with efficient operations. Not more than two (2) employees shall be permitted to be absent at any one time, with the exception of an employee being seconded to a CUPE Ontario or CUPE National position. Such requests shall be in writing from the Secretary of the Local Union or the Chairperson to the Chief Administrative Officer as far in advance as possible and shall contain the names of the appointed employees plus dates of the meeting.
- (b) The Township shall grant leave of absence without loss of pay, benefits, or service credits to members of the Union Negotiating Committee who participate in negotiations.

- (c) The Township shall continue to pay the wages of employees on Union leave of absence and the Union shall reimburse the Township for wages paid to Union representatives or members where such leave is without pay.

17.02 Personal Leave

The Township may grant a leave of absence without pay and without loss of seniority to employees for legitimate personal reasons. A request for such leave shall be made in writing to the Director as far in advance as possible. The Township shall not be obligated to continue employee benefits where such leave of absence is in excess of fifteen (15) calendar days.

17.03 Jury Duty

Permanent employees who are required to serve as jurors or witnesses in any court, shall be granted leave of absence for this purpose. Such leave shall not constitute a break in service for the calculation of seniority or sick leave credits. Upon completion of his jury or witness service such employee shall present to the Department Head a certificate satisfactory to the Township showing the period of such service.

Note: Break in Service is defined as seven (7) consecutive calendar days.

Such employee will be paid the full salary or wage for the period of such jury or witness service provided the employee shall deposit with the Chief Administrative Officer the full amount of compensation received, excluding mileage and travelling expense, and an official receipt therefor.

17.04 Bereavement Leave

A permanent employee who is at regular work shall be entitled to receive a leave of absence in accordance with the schedule, that will conclude on the day of the funeral, for arranging for and attending the funeral, but shall not be paid for those days the employee was not scheduled to work, and the Township shall, if requested by the employee, grant such additional leave of absence as is necessary without payment for such time.

The following schedule of time off applies:

Five (5) consecutive days leave of absence for a spouse, child, mother, father, mother-in-law, father-in-law.

Three (3) consecutive days leave of absence for an immediate family member. The immediate family is to be as follows: sister and brother.

One (1) day off with pay for an employee's brother-in-law, sister-in-law, grandparent, grandchild, aunt or uncle.



**17.05**      Maternity and Adoption Leave

- (a) An employee shall be granted Pregnancy and/or Parental Leave in accordance with the Employment Standards Act. Such employee shall continue to receive all benefits of the collective agreement the employee was entitled to prior to the commencement of the leave. Seniority and vacation entitlement shall continue to accumulate.
- (b) An employee shall give a minimum of four (4) weeks notice prior to his/her return to work from Pregnancy and/or Parental leave. Upon the employee's return the employee will be reinstated to their previous position and shift, at a rate of pay not less than that which the employee was receiving at the commencement of the leave. If such position no longer exists, the employee shall be placed in an equivalent position with no reduction of wages, benefits or rights from those received by the employee at the commencement of the leave.

Where the Collective Agreement is silent, the current legislation applies.

(c) Paternity Leave

An employee shall, upon request, be automatically granted a one (1) day paid leave of absence at the time of the birth of the employee's child.

**17.06**      Education Leave

Subject to the approval of the Director, an employee may attend courses, workshops, seminars and other similar technical meetings which are job related, without loss of pay, benefits, and/or seniority. The Township will pay the required registration fees, travel, mileage and subsistence expenses, upon presentation of required receipts.

**ARTICLE 18 – HOURS OF WORK, SCHEDULES, BREAKS AND REPORTING**  
**STANDARD HOURS:**

- 18.01 The standard hours of work shall be eight (8) hours per day exclusive of any unpaid meal period, forty (40) hours per week. The regular work week shall be Monday through Friday except for rotation or static shift operations, with regular work week periods which shall not exceed eight (8) hours per day exclusive of any unpaid meal periods, or forty (40) hours per week at regular basic rates.

## 18.02 Breaks - Lunch and Rest Periods

A thirty (30) minute paid lunch period shall be granted to all employees and shall be taken on the work site. There will be a ten (10) minute break in the morning and no break in the afternoon. A thirty (30) minute paid lunch period shall be granted to Recreation employees when they are scheduled on the evening shift. The paid break and paid lunch period shall be continuous and uninterrupted.

Rest periods will be taken on the job site where reasonable or at the closest municipal facility at the choice of the employee(s). Wash-up time of not more than ten (10) minutes will be allowed at the termination of shift.

## 18.03 Schedules

Scheduled hours of work shall be posted at least four (4) weeks in advance.

## 18.04 Reporting

- (a) An employee who reports for work at the regular starting time, who has not previously been notified not to report, and who is laid off for any reason - such as inclement weather, equipment failure or material shortage - will receive pay for a minimum of four (4) hours at his regular rate of pay. If the employee is told to report back in the afternoon and is again laid off for any reason, he will receive pay for a minimum of two (2) hours at his regular rate of pay.
- (b) Employees who report late for their shift shall not be deducted any pay for a period of less than five (5) minutes. Pay will be deducted for periods of lateness of five (5) minutes or more to the nearest exact five (5) minutes that is longer.
- (c) Employees who are unable to assume their normal duties on any working day must notify their Director at least one (1) hour prior to the commencement of their scheduled day shift and/or at least four (4) hours prior to commencement of their scheduled evening or night shift.

## 18.05 No Standby Requirement:

No employee shall be required or expected to standby or to make himself/herself available at home to be called in unless "authorized" to do so and paid to standby. In the event that, during the term of the collective agreement, the Township may require employee(s) to standby, the terms, conditions and amount of compensation shall be negotiated and agreed upon prior to the implementation of such standby requirement for employees.

## 18.06 Community Events

Recreation Department employees who work during community events at the Township Facilities or at any other similar Township events may be incorrectly considered by some community groups as being responsible agents for the Township overseeing the sobriety of persons attending such functions.

Such employees are in attendance to perform their specific work duties only and in no way are they responsible for Liquor Licensing Act criteria or for monitoring the amount of alcohol consumption of any persons attending such events. The Township will ensure that any community groups attending such functions are properly informed of the above by reviewing the terms of such contract with community groups who enter into contracts for rental of Township facilities.

## **ARTICLE 19 – PREMIUM PAY**

### 19.01 Overtime Payment

- (a) All authorized hours worked in excess of eight (8) hours per day, forty (40) hours per week or on a specified holiday, shall be considered as overtime and shall be paid for at the rate of time and one half (1 1/2) the basic rate, except where:

Overtime work performed on Saturdays or the employee's first scheduled day off will be paid at time and one half (1 1/2) the basic rate.

Overtime work performed on Sundays or the employee's second scheduled day off will be paid at double (2) the basic rate.

Overtime rates will not apply for the first fifteen (15) minutes following termination of the regular working shift, exclusive of wash-up time.

Work performed on specified holidays will be paid at one and one half (1 1/2) the basic rate, plus a paid lieu day off. In the case of actual time off, such time off shall be at the time jointly agreed upon by the Director and the employee.

The Township will distribute the opportunity of overtime equally among available, qualified employees within each department.

Overtime rotation lists shall be in order of seniority commencing with the most senior employee. Overtime shall be offered to the most senior employee first. The next overtime opportunity shall be offered to the next most senior employee on the list. If an employee accepts, refuses or is unavailable the overtime opportunity will be marked against them and offered to the next employee on the list.

The overtime premium will not apply when a schedule change is requested by the employee and agreed to by the Township.

- (b) Overtime rates will not apply for the first fifteen (15) minutes following termination of the regular working shift. Should overtime exceed fifteen (15) minutes the foregoing payment shall be retroactive to the commencement of the overtime period. Overtime worked that terminates within fifteen (15) minute periods shall be paid to the nearest exact fifteen (15) minutes that is longer.
- (c) Overtime shall not apply on regularly scheduled Saturday and Sunday shifts or when an employee is scheduled to work Saturdays and Sundays to enable them to complete a full work week or when a change of scheduled shifts is arranged between employees, and is approved by the Township, which may necessitate an employee(s) working hours in excess of the normal work week.
- (d) No new shifts will be introduced and no existing shifts will be changed without prior discussion and agreement with the Union. If the Township decides that shift work is necessary for its operation in areas where shift work has not prevailed in the past, then the Township shall give senior employees preference as to their choice of shifts provided that the Township has the right to assign such senior employees to other shifts for training purposes or to provide a sufficient number of experienced employees on each shift.
- (e) Employees may accumulate overtime at the appropriate rate to a maximum of eighty (80) hours paid time off from December 1<sup>st</sup> to November 30<sup>th</sup>. Such time off will be taken as paid time off at a time mutually agreed between the employee and the Director of Public Works or the Director of Recreation. Such lieu time shall be taken by November 30<sup>th</sup> of each year, or the employee will be paid out for any lieu time remaining to his/her credit on December 1<sup>st</sup>. Employees on probation are not permitted to accumulate overtime until such time as their probation period has been completed.

#### 19.02 Shift Premium

Employees working the first (day) shift on a Saturday or Sunday or on the second (evening) shift or any subsequent shift will receive a shift premium for all hours worked while on said shifts.

Shift premiums will be as follows:

- \$1.50 per hour effective January 1<sup>st</sup>, 2017
- \$1.55 per hour effective January 1<sup>st</sup>, 2018
- \$1.60 per hour effective January 1<sup>st</sup>, 2019

19.03 Call-in Premium Pay

If an employee is called in to work after having completed the employees regular shift and having gone home, the employee shall be paid a minimum of three (3) hours pay at the applicable overtime rate.

19.04 Meal Allowance

The schedule for payment of the meal allowance is:

\$14.00 effective January 1<sup>st</sup>, 2017 for the duration of this contract.

Receipts shall not be required.

A meal allowance will be payable to an employee if they work:

(a) Three (3) or more hours continuous in addition to the regular working day:

Or

(b) If an employee is called into work without at least eight (8) hours notice and they work five (5) or more continuous hours. A meal allowance will be paid for each additional five (5) continuous hours of overtime an employee works.

Footnote: this could provide for a maximum of two (2) meal allowances should employees work both the three (3) continuous hour periods immediately preceding or following their regular shift.

In the event that the employee performs work for five (5) hours or more when the employee is called into work on a Saturday, Sunday or Holiday, the employee shall be paid a meal allowance.

19.05 Temporary Assignments

Any permanent employee called upon to perform duties in a higher rated category for not less than two (2) hours shall be paid not less than the basic rate for that category. Should any employee be reclassified to a lower rated job his rate of pay shall not be changed until after ten (10) working days following reclassification.

19.06      Lead Hand

The lead hand is appointed in accordance with the posting procedure and may direct the work force and in this instance may assign work to others in the unit. A lead hand may co-ordinate work or activities of small independent groups and help to train new employees. The lead hand will refer problems of quality and quantity of work to the proper management authority. This position shall be compensated according to the terms and conditions of Appendix "A".

19.07      The Employer shall appoint a Lead Hand to all crews (Roads and Recreation) when a crew (including concession booth employees) is comprised of three (3) or more employees. Employees shall be offered Lead Hand appointment in order of seniority.

19.08

(a)      The Public Works Lead Hand Shall:

- I.      Be a working lead hand, competent as defined by the Occupational Health and Safety Act – proficient in all aspects of the assigned work. "Competent person" means person who,
  - a.      Is qualified because of knowledge, training and experience to organize the work and its performance.
  - b.      Is familiar with this Act and the regulations that apply to work.
  - c.      Has knowledge of any potential or actual danger to health and safety in the workplace and:
  - d.      Be available to operate equipment that they are qualified to operate as well as perform lead hand duties.
- II.     Assign and direct the carrying out of the work to be performed with regard to the quality of the work and the conduct of the crew.
- III.    Ensure that the work is carried out in a safe manner.
- IV.    Advise and monitor the crew to ensure that the work is carried out in accordance with safety regulations and Township policy.
- V.     If required, ensure that time cards and any reports are completed and forwarded to the Director or the appropriate staff person.

- VI. Help to train new employee where the Lead Hand is qualified to conduct such training.
- VII. Shall not discipline, recommend any sanction against any employee or be involved in any evaluation of any employee or act in contravention of any part of the collective agreement. When the Lead Hand observes conduct or behavior of subordinates that contravenes established rules and regulations or where the employee is working or acting in a manner that is unsafe or contrary to good working order and discipline, the Lead Hand shall immediately address the issue.
- VIII. Attend Public Works related information meetings with outside agencies and municipalities in the absence of the Director or Supervisor as required.
- IX. Arrange for the scheduling of Utility and other locates by the respective utilities and attend and record any relevant information for the Township.
- X. Performs such other related duties as assigned by the Director of Public Works or Supervisor.

#### **ARTICLE 20 – ABSENCE FROM WORK**

- 20.01 Employees who are unable to assume their normal duties on any working day must notify their Supervisor at least one (1) hour prior to the commencement of their scheduled day shift and/or at least four (4) hours prior to the commencement of their scheduled evening or night shift.
- 20.02 An employee who is absent by reason of illness and whose absence is in excess of three (3) consecutive working days, may be required to furnish a medical certificate from a duly qualified medical practitioner for each such absence. When the Township requires a medical certificate the Township will pay 50% of the cost of such certificate. This certificate is to be submitted to the Director by the employee prior to commencing his work assignment. Employees must notify their Superintendent or Director at least the day before the start of the employees shift of his intentions to return to work.

20.03 The Township shall have the right at any time to require that an employee who is absent on account of sickness be examined by a medical examiner selected by the Township.

If an employee is not satisfied with the rating following such an examination, the employee will have the right to be examined by their own physician. If the report of the employee's physician is contrary to the first report, the employee will be examined by a third physician satisfactory to both parties. The third physician will be requested to complete the standard medical examination but will not be informed of the reason for such examination.

The results of such examination shall not be disclosed to the Township without consent of the employee, who may wish to use the same in support of a claim for special consideration. If the employee allows the results to be disclosed to the Township, a decision of the majority will be binding. If the employee does not allow the results to be disclosed to the Township, the decision of the physician used by the Township shall be binding. The costs of Township's physician and the third physician will be borne by the Township.

#### **ARTICLE 21 – HEALTH AND SAFETY, WSIB**

21.01 The Township shall observe all reasonable precautions and provide necessary safety devices or appliances that may be required for the protection of its employees and first-aid equipment will be placed at all strategic locations. The employees shall observe all safety precautions and practices.

21.02 A Committee will be established to deal with health and safety matters. It will be composed of two (2) members of Local 1656 as follows: one (1) Public Works (Roads) Department and one (1) Recreation Department and two (2) staff members of the Township of North Dumfries.

21.03 It is understood that the Committee shall deal with matters referred to it by members of the Union and employees of the Township and shall make recommendations from time to time to the Executive of Local 1656 and the Administration Committee of the Township. It is further understood that the Committee shall have no power to grieve a matter covered by the Contract until it is referred to the next Union/Management meeting. In the event that any recommendation from the Committee is unacceptable to either party, the matter will be referred to the next Union/Management meeting.

21.04 Worker's Compensation

(a) An employee receiving WSIB payments shall accumulate seniority and be entitled to all benefits of this Agreement. The Township will continue to pay its share of the employee benefit plans as required by the Workplace Safety and Insurance Act.



- (b) The Township agrees that an employee who is injured while at work shall, upon return to work, be reinstated to the position, shift and rate of pay held at the time of injury provided the employee is capable of performing the majority of the duties of held at the time of injury. The Township will make every reasonable effort to provide modified work in accordance with the Workplace Safety and Insurance Act and the Ontario Human Rights Code and as set out in Article 9.06.
- (c) The Township shall provide the Chairperson with a copy of the Employer Report of Injury or Disease (Form 7) when submitting same to the WSIB.

## **ARTICLE 22 – CLOTHING AND EQUIPMENT**

### 22.01 Protective Safety Equipment

- (a) Protective safety equipment (hard hats, reflective vests, T-shirts with fluorescent X, hearing protection, goggles, respirators, etc.) rain coats, coveralls (to be laundered by the Township) and gloves shall be supplied for all employees when conditions of their jobs require their use.

- (b) Public Works Department:

The following Safety clothing items will be supplied by the Township:

Two (2) pairs of safety coveralls, to be replaced as needed with the approval of the Director of Public Works or designate.

Five (5) Safety shirts with the appropriate safety reflectivity, to be replaced every April 1<sup>st</sup> and October 1<sup>st</sup>.

Safety Vests with the appropriate safety reflectivity as required by each employee.

One (1) spring jacket, with the appropriate safety reflectivity, to be replaced as needed with the approval of the Director of Public Works or designate and upon presentation of the worn jacket.

One (1) winter jacket or insulated coveralls, with the appropriate safety reflectivity, to be replaced as needed with the approval of the Director of Public Works or designate and upon presentation of the worn jacket.

In addition, the Public Works employees will keep their Safety winter jacket and Safety spring jacket in the allocated clothing space provided at the work place at the end of their shift and shall not take such items home.

(c) Recreation Department:

The following Safety clothing items will be supplied by the Township:

Five (5) Safety shirts, with the appropriate safety reflectivity, to be replaced every April 1<sup>st</sup> and October 1<sup>st</sup>.

One (1) Safety sweat shirt with the appropriate safety reflectivity, to be replaced as needed with the approval of the Director of Recreation or designate.

Safety Vests with the appropriate safety reflectivity as required by each employee.

One (1) winter jacket, with the appropriate safety reflectivity, to be replaced as needed with the approval of the Director of Recreation or designate and upon presentation of the worn jacket.

22.02 Clothing and Footwear Allowance:

A clothing allowance as set out below shall be paid to all full-time employees on the first pay in January of each year, with regular payroll. The amount shall be indicated separately from other payroll payments, and separately added to the T4.

For the purpose of clarity, the safety footwear allowance is included in the annual clothing and footwear allowance of \$525.00 per year for the term of this contract.

Coveralls will be supplied by the Township and laundered as required. Recreation employees will be supplied by the Township with coveralls for use when painting ice and other jobs in and around the arena, to be replaced only as needed.

The clothing and footwear allowance shall continue to be a non-taxable allowance.

22.03 During 2017 the Union and the Township will work collaboratively through the Labour – Management Committee to revisit the Clothing Allowance to be provided each year and to the examine/assess alternative delivery models. If a new model can be established, it will be dealt with as a Letter of Understanding for the balance of the term of the Collective Bargaining Agreement.

## **ARTICLE 23 – PENSIONS, SICK LEAVE AND EMPLOYEE BENEFITS**

23.01 The Township will pay one hundred percent (100%) towards the cost of the following benefits which must be read subject to the conditions of the carriers. The Township will, therefore, provide the Union with a copy of the Master Benefits Document annually and any subsequent amendments(s). The employees shall receive a Full Benefits Booklet, provided by the Township's benefit carrier. The Township's responsibility shall be limited solely to the proper payment of premiums, except for hearing aids.

1. Ontario Health Insurance Plan (OHIP).
2. Group Life Insurance Plan
  - Equivalent to two (2) times annual earnings to nearest One Thousand Dollars (\$1,000.00) that is higher.
3. Extended Health Care Plan (Drug, Supplemental Health Care, Out of Province Emergency)

Main coverages are:

- Drugs
- Ambulance
- Private Duty Nurses
- Artificial eyes, limbs - trusses, braces, crutches, etc.
- Rental of iron lung - hospital bed, wheelchair
- Psychologists – maximum \$750.00 per year
- Osteopath/Naturopath/Podiatrist – maximum of \$750.00 per year
- Semi-private room in hospital
- Anaesthetic - Blood Plasma - Oxygen

Physiotherapy - Maximum of \$1750.00 per year

Chiropractor - Maximum of \$1750.00 per year

Massage Therapy - Maximum of \$1,500.00 per year

Vision Care (Eye Glasses) - no deductible, maximum once in every two (2) consecutive calendar years. The maximum allowable amount will be \$575 for the duration of this contract.

The full cost of eye (vision) testing shall be reimbursed every 2 years in addition to the maximums listed above.

Hearing Aids - prescribed - subject to overall deductible, maximum of five hundred dollars (\$500.00) once in every three (3) consecutive calendar years for each insured person. The Township shall pay the additional cost above \$500.00 every three (3) years up to \$750.00 every three (3) years.

The full cost of audiology (hearing) testing shall be reimbursed to a maximum of \$100.00 every 3 years.

One (1) pair of orthopaedic shoes/boots up to a maximum of \$500 annually with a 50% co-payment.

4. A Short-Term Disability Plan that provides for:

- Fifteen (15) sick days per year. And further that in 2017 and 2018 – five (5) days to be paid out at the end of the year if unused at 100% salary.

For clarity, this provision shall cease on December 31, 2018.

- After the exhaustion of the fifteen (15) sick days, or the remaining portion thereof, any period in excess of three (3) days to a maximum of seventeen (17) weeks shall be paid by the Township at the rate of 75% of the employee's base weekly wage.

5. A Long-Term Disability Plan that pays seventy-five percent (75%) of the employee's normal monthly salary if the employee is incapable of performing the duties of their job (two year "own occupation") because of illness, etc. after a seventeen (17) week (one hundred and nineteen (119) calendar days) waiting period or when the employee sick leave credits are exhausted, whichever is the greater.

6. The Township will continue to provide a preventative Dental Plan through a carrier of the Township's choice which is at least equivalent to the plan now in effect at the current O.D.A. schedule as amended from time to time. Add an Orthodontic rider, 70% of the costs to be paid by the insurance carrier and 30% of the costs to be paid by the employee, the costs to the carrier to be a maximum of \$3,000.00 per year for each of employee and dependant.

A Major Restorative rider, 70% of costs to be paid by the insurance carrier and 30% of cost to be paid by the employee, the costs to the carrier to be a maximum of \$3,000.00 per year.

7. The Township may change carriers from time to time provided that benefits will at all times remain at least equivalent to those now in effect and provided the Township gives the Union at least ninety (90) days written advance notice of the proposed change along with the specifications detailing the coverage and conditions of the benefits to be provided by the new carrier. In the event that the Township decides to tender any benefit plan, the Township will advise the Union in advance and provide the Union with a copy of the tender documents. This does not apply to OHIP or to any other plan mandated by law. If the Union disputes that the coverage and conditions of any carrier is not at least equivalent to that required by the collective agreement, the dispute may be the subject of a grievance.

Any change in carrier will require the Township to provide a copy of the benefits master document from the new carrier.

8. Benefits to Retirees:

The Township will pay one hundred per cent (100%) of the premium cost of OHIP, Extended Health Care and Dental coverage for an employee voluntarily electing retirement until the retired employee's 65th birthday, subject to the following conditions.

1. This program will be extended only to employees voluntarily electing retirement before the age of sixty-five (65) and commencing employment within fifteen (15) years of their normal retirement date. This is interpreted to mean that the employee is fifty-five (55) years of age or older for an age sixty-five (65) normal retirement date and is in receipt of a retirement pension from OMERS.
2. The retiring employee must have a minimum of fifteen (15) years continuous employment with the Township at the time of retirement to be eligible for this program.
3. The above benefit coverage terminates in the event of the death of the retired employee where death precedes the employee's sixth-fifth (65th) birthday.
4. The benefits to be extended will be as follows
  - (a) Ontario Health Insurance Plan (OHIP).
  - (b) The Extended Health Care Plan in effect at time of retirement.
  - (c) The Dental Plan in effect at the time of retirement
5. Benefit coverage shall be continued for the spouse and dependents of a deceased employee for twelve (12) months.

### 23.02 Employees' Pension Fund

All permanent full-time employees must participate in the Ontario Municipal Employees Retirement System (OMERS). Temporary employees are not eligible for participation in OMERS. Contributions to the OMERS' Plan are in accordance with the rules and regulations of the Plan as amended from time to time.

### 23.03 Modified Duties:

#### Rehabilitation and Modified Work:

It is the mutual desire of the parties to assist in the rehabilitation of ill or injured employees and to ensure their return to meaningful employment and the resumption of an active role in the workplace.

#### (a) Return to Work and Job Security:

- i) An employee, who because of illness or injury, remains off work due to sick leave or an L.T.D. claim or a W.S.I.B. claim shall retain and continue to accumulate seniority.
- ii) Should an employee be capable of performing the essential duties of their former position, the Township shall return the employee to their former position. Should an employee not be capable of returning to their former, the Township and the Union shall jointly determine the suitable placement of any employees on sick leave, L.T.D. or W.S.I.B. who are capable of returning to work. Failing agreement on suitable placement, the employee shall at all times retain their right to bump a less senior employee in any other classification.

#### (b) Modified Duties:

- i) This clause provides a modified work program to assist in the rehabilitation of employees who have been absent from work due to illness or injury.
- ii) Objectives of the program:
  - to restore an ill or injured employee to their fullest possible occupational and economic capacity.
  - to provide an employee with an effective setting for work accommodation and work rehabilitation following illness or injury.

- to accommodate and/or rehabilitate an ill or injured employee in their original position or job, wherever feasible, or to accommodate the employee in another position or job.

iii) Definitions:

Modified Work:

Altering a work condition or requirements to better match the employee's medical restrictions that they may perform safely without unreasonable risk of injury or re-injury to self or others and to assist in the rehabilitation. The altering of a work condition may include part-time hours.

Suitable Work:

Work that is different from the employee's regular work and that has been specifically designed or designated to accommodate an employee's medical restrictions.

- (c) Any employee who has sustained an occupational or non-occupational illness or injury that prevents them from performing the essential duties of their regular job shall be eligible to participate in this program.
- (d) At the request of either party, the Township and the Union shall jointly determine the design of the modified work or duties based on the medical information for an employee who is off work due to illness or injury. The Township and the Union shall determine the wage rate if not the employee's former wage rate in accordance with the approved medical restrictions of the attending physician.
- (e) Seniority will continue to accumulate while the employee is on modified duties. Employees requiring modified duties or work will have priority for vacancies in the bargaining unit.
- (f) The modified work assignment must be productive and meaningful to both the Township and the employee. The modified work assignment must suit the medical restrictions, education and training/experience of the employee. Medical restrictions will be determined by the employee's attending physician(s).

23.04 Joint Benefits Review Committee

The parties agree to establish a Joint Benefits Review Committee to be effective from the signing date of this Collective Agreement. The terms of reference are set out below.

Purpose:

The purpose of this committee is to facilitate communication between the Employer and CUPE Local 1656 on employee benefits as set out in Article 23 of the Collective Agreement and the Master Benefit Documents as it relates to CUPE Local 1656. In addition, the committee will consider the connection between employee benefits and wellness.

It is understood that the cost sharing arrangements, if any, and the benefits provided, are those set out in the current Collective Agreement and shall not be the subject of discussion. The matters for consideration by this committee shall be only as set out in these terms of reference.

Composition of Committee:

The committee shall be composed of an equal number of representatives from the Employer and Union, with not more than three (3) representatives in total. Each party may be accompanied by a representative to provide technical advice and counsel, provided advance notice is given.

Duties of the Committee:

The duties of the committee shall consist of the following:

1. Review the benefit plan and entitlements covered by Article 23.
2. Review the utilization and costs of the Employee Benefit Plan as it pertains to CUPE Local 1656.
3. Review any contentious claims and recommendations thereon when such problems with the claims have not been resolved through the existing administrative procedures.
4. While reviewing the utilization of the Employee Benefit Plan as it pertains to CUPE Local 1656 during the life of this Collective Agreement, consideration will be given to the wellness of the employees belonging to CUPE Local 1656.

Experience Review:

The committee will meet on an annual basis at a minimum, or as required, to perform the duties of the committee.

Meetings:

All time spent in committee meetings is considered work time. Minutes of the meetings shall be kept by members of the committee on an agreed format and shall be rotated amongst members of the committee. Such minutes shall be approved as accurate by both parties before distribution to the committee.



Privacy:

All information discussed at the Joint Benefits Review Committee is subject to privacy restrictions at law.

**ARTICLE 24 – PRESENT CONDITIONS AND BENEFITS**

24.01 All rights, benefits, privileges and working conditions which employees now enjoy, receive or possess as employees of the Township, shall continue to be enjoyed and possessed insofar as they are consistent with this Agreement be may be modified by mutual agreement between the Township and the Union.

**ARTICLE 25 – JOB SECURITY**

25.01 The Township agrees to notify the Union as far in advance as possible before introducing any new technological or other changes of methods of operations which might affect the employees' rights, conditions of employment, wage rates or workloads.

25.02 Should the Township of North Dumfries merge, amalgamate or combine any of its operations or functions with another municipal employer, the Corporation will contact the Union immediately. The Township will meet with the new municipal employer in order to facilitate retention of seniority rights, salary and wage levels, vacation and premiums for each employee who is transferred to the other municipal employer.

25.03 No full-time position shall be replaced in whole or part by the use of one or more part-time employees. No full-time employee shall be laid off while there are any temporary or part-time employees retained by the Municipality in work in which the employee is qualified to perform.

**ARTICLE 26 – BULLETIN BOARDS & COPIES OF AGREEMENT**

26.01 Bulletin boards shall be provided in all workplaces including: Public Works (Roads) yard, the Ayr Community Centre, Schmidt Park and North Dumfries Community Complex, in locations to be mutually agreed upon. The Union shall have the right to post general notices of Union activities but shall not, however, post notices of a civic or personal nature.

26.02 The Township will provide sufficient copies of this Agreement in an acceptable booklet form with a bound document for all current and new employees.

**ARTICLE 27 – DEFINITIONS OF EMPLOYEES****27.01 Probationary Employees**

A probationary employee is one who has not completed three (3) months of continuous service, but who will be appointed to the permanent staff upon the successful completion of ninety (90) calendar days of continuous service. The discharge of an employee during their probationary period shall not be subject to the grievance or arbitration procedures. A probationary period may be extended to a maximum of an additional ninety (90) calendar days continuous upon mutual acceptance in writing between the Township and the Union.

**27.02 Permanent Full-Time Employees**

A permanent full-time employee is one who has satisfactorily completed their probationary period of employment or who has completed more than six (6) or eight (8) continuous months of service on a Temporary contract.

**27.03 Temporary Full-Time/Seasonal Employee**

- (a) A Temporary full time employee is one who has been hired to work the regular number of hours forty (40) in the department for a specified time period of:
- i. Six (6) months or less to perform work that is strictly seasonal in nature or of short duration;
  - ii. Eight (8) months or less to perform work that is strictly seasonal in nature or of short duration.
  - iii. Or to replace employees who are absent due to illness, injury or leaves of absence under this agreement.
- (b) Any Temporary employee retained for a period of more than eight (8) continuous months shall automatically be posted to the permanent staff and shall commence acquiring seniority, subject to section (c) below. Temporary employees will have recourse to the grievance or arbitration procedures except when their temporary employment is terminated for any reason.
- (c) In the event that a temporary employee is replacing an employee due to illness, injury or leave of absence, the six (6) month or eight (8) month term may be extended with the mutual agreement in writing, in advance by the Union and employee.

#### 27.04 Part-Time Employees

- (a) A part-time employee is one who has been hired to regularly work no more than twenty-four (24) hours per week. (Hours in excess of 24 are subject to discussions and agreement at the Labour Management Committee in 2017).
- (b) A part-time employee's employment with the Township shall be terminated at the completion of their contract. A part-time employee who wishes to seek employment with the Township in the Recreation Department shall be required to make application with the Township and shall be considered as a new employee. While a part-time employee's prior employment may be considered by the Township, it shall not be considered as an assurance or guarantee of employment for a second or subsequent term.
- (c) A part-time employee who is employed for a second or subsequent term of employment shall be paid in accordance with Article 28.02 b).

- 27.05 (a) A summer employee is one who has been hired for a regular work week of forty (40) hours for a maximum period of eighteen (18) consecutive weeks from April to September inclusive. A summer employee shall be a student enrolled in high school or post-secondary education and shall be returning to school in September.
- (b) A summer employee's employment with the Township shall be terminated at the end of their season. While a summer employee's prior employment with the Township may be considered by the Township, it shall not be considered as an assurance or guarantee of employment for a second or subsequent term.
- (c) The wage rate for a summer employee shall be in accordance with applicable provisions of Appendix "A" associated with this job classification.

**ARTICLE 28 – RATES OF PAY AND CLASSIFICATIONS**

28.01 Rates of pay and classifications shall be as set out in Appendix "A". No employee shall be paid more or less than the rates of pay set out in Appendix "A".

Appendix A and B, attached to this agreement, are part of this collective agreement.

28.02 (a) Temporary full-time employees and probationary employees will receive five percent (5%) less than the regular permanent rate of the classification in which they are employed until the completion of three (3) months continuous service or when the probationary period is completed, at which time they will commence receiving the regular permanent rate. This does not apply to summer students and part time employees.

(b) Temporary full-time employees who have worked in excess of three (3) months with the Township on any prior occasion(s) shall receive the regular permanent rate of the classification in which they are employed.

**ARTICLE 29 – PERSONNEL FILE**

29.01 No disciplinary document shall be placed on the employee's file which has not been first shown and a copy given to the employee. An employee or their representative shall have the right of access to, and review of, their personnel file and shall have the right to respond in writing to any document contained therein and such a reply shall become part of the record.

All disciplinary letters and notes in the employee's record shall be removed from the employee's file after eighteen (18) months and shall not be used by the Township in progressive discipline.

**ARTICLE 30 – MILEAGE**

30.01 Any employee who is required to use their own vehicle in the performance of work for the Township or to attend approved courses or functions shall be reimbursed at the rate of 45 cents per kilometre, or such higher rate as the Township may determine from time to time effective the date of Township policy change. Should the pump price of gasoline decline during the course of the collective agreement, then the parties will meet to discuss any needed adjustment.

**ARTICLE 31 – LOSS OF DRIVER’S LICENSE:**

- 31.01 (a) Should an employee have their driver’s license suspended, be prohibited from operating a motor vehicle pursuant to the Criminal Code of Canada and/or lose their driver’s license for any reason, the employee shall report such suspension, prohibition or loss to their supervisor immediately prior to working their next shift and in writing within three (3) working days to the director of planning and administration. The Township will meet with the employee and Union representatives to discuss any required action and will reassign the employee if reasonably possible to work where a license is not an essential part of the job. If required, the Township may assign work to the affected employee that is normally performed by any part time employees in order to attempt to ensure a full week’s work. The affected employee’s work shifts may be affected.
- (b) If there is no work that is reasonably available, the employee may be laid off for the duration of the license suspension or loss of prohibition under the Criminal Code. The employee shall be recalled to his previous position upon the reinstatement of his driving privileges.
- (c) In the event that an employee loses their license or driving privileges due to medical reasons they will be accommodated under the “Duty to Accommodate” requirements of the Human Rights Code (Ontario).
- (d) No employee shall be disciplined for the reason of loss of driver’s license, unless such loss of license or driving privileges occurred with the operation of a Township vehicle or during their work hours.

**ARTICLE 32 – GENERAL****32.01 Performance Appraisals:**

Performance appraisals shall not be used by the Township to adversely affect the employee's wage rate. An employee shall be given at least forth-eight (48) hours notice of any meeting to discuss their work performance. The employee shall be given a copy of any performance appraisal before it is placed on their file. The employee shall be given the opportunity to respond to any comments or appraisal of their work, and such response shall become part of his performance appraisal.

**32.02 Temporary Lead Hand:**

In the absence of the Lead Hand, when an employee is assigned to be a temporary Lead Hand or where an employee is either expected by the Township or required by legislation to assume the responsibility over other employees, the employee who is acting as the Temporary Lead Hand shall be paid the rate of pay of the Lead Hand while performing the assigned duties.

The assignment of the temporary Lead Hand shall be at the discretion of the Supervisor or the Director.

32.03 The cost of tradesperson's licences and propane installation/servicing licences, if required, will be reimbursed by the Township upon submission of the required proof of payment by the tradesperson.

32.04 Training and Development

In addition to the mandatory training as identified in legislation and statutes in the Province of Ontario, such as the Occupational Health and Safety Act, the Township shall pay the cost of any training and development course as approved by the Municipality.

Training and development opportunities will be promoted by the Township and posting of courses, workshops or other similar forums will be identified at key locations in the workplace so as to be available for review and consideration by Full-time Permanent and Temporary Full-time employees within both Recreation and Public Works.

Cross-training and enhanced job knowledge opportunities will be encouraged by the Township. These opportunities will be available on a voluntary basis to all Full-time Permanent and Temporary Full-time employees that express an interest. Where training is provided, work opportunities will be scheduled through the year to ensure that the skills learned by the employee will be utilized to remain current, familiar and valid.

32.05 Cell Phones


In the interest of Employee safety and communicating of emergent work assignments the Township agrees to furnish the permanent and temporary full time employees a cell phone. This device is for use during working hours and must be used in accordance with the Township Corporate Cell Phone Policy and Procedures, as approved by Council.

**ARTICLE 33 – TERM OF AGREEMENT**

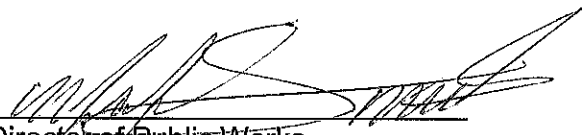
33.01 The Agreement shall become effective as of the 1st day of January, 2017 and shall remain in force until the 31st day of December, 2019 and thereafter it shall be automatically renewed from year to year unless in any year either party gives notice in writing to the other party of its desire to terminate, revise or amend this Agreement, such notice to be given within the period of ninety (90) calendar days before the expiry date of this Agreement.

Signed at Am, Ontario this 5<sup>th</sup> day of Dec, 2016.

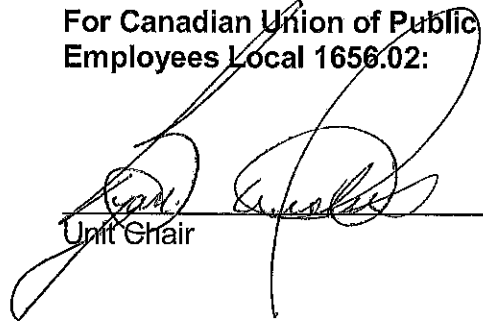
For the Corporation of the Township  
of North Dumfries:

  
\_\_\_\_\_  
Chief Administrative Officer

  
\_\_\_\_\_  
Treasurer/Director of Corporate Services

  
\_\_\_\_\_  
Director of Public Works

For Canadian Union of Public  
Employees Local 1656.02:

  
\_\_\_\_\_  
Unit Chair

\_\_\_\_\_  
Public Works Representative

  
\_\_\_\_\_  
Recreation Representative

  
\_\_\_\_\_  
CUPE Representative

  
\_\_\_\_\_  
President

## APPENDIX "A"

The Schedule of Wages and the job classifications are attached to and form part of this Collective Agreement.

<i>Effective date of Wage Increases →</i>	<b>Jan. 1, 2016</b>	<b>(1.6%) Jan. 1, 2017</b>	<b>(1.6%) Jan. 1, 2018</b>	<b>(1.6%) Jan. 1, 2019</b>
<u>Operator 1:</u> - G or DZ driver's licence - Equipment and vehicles – ½ ton pick-up excluding equipment operated by Operator 2	21.39	21.73	22.08	22.43
<u>Operator 2:</u> - DZ driver's licence - all equipment and vehicles larger than ½ ton pick-up (Single axle/tandem trucks with or without plow, grader, 2.56 yard loader, tanker truck, boom truck, tractor mower, grader)	25.46	25.87	26.28	26.70
<u>Lead Hand – Roads:</u>	27.46	27.87	28.28	28.70
<u>Facility Operator</u>	23.91	24.65	25.26	25.90
<u>Lead Hand – Recreation:</u>	25.91	26.65	27.26	27.90
<b>Summer Students Over 18 years of age 1<sup>st</sup> Year</b>	11.85	TBA Oct. 1, 2017	TBA Oct. 1, 2018	TBA Oct. 1, 2019
<b>Summer Students Over 18 years of age after 1<sup>st</sup> Year</b>	12.15	TBA Oct. 1, 2017	TBA Oct. 1, 2018	TBA Oct. 1, 2019
<b>Summer Students Under 18 years of age 1<sup>st</sup> Year</b>	11.15	TBA Oct. 1, 2017	TBA Oct. 1, 2018	TBA Oct. 1, 2019
<b>Summer Students Under 18 years of age after 1<sup>st</sup> Year</b>	11.45	TBA Oct. 1, 2017	TBA Oct. 1, 2018	TBA Oct. 1, 2019
<b>*Recreation Maintenance (Part Time) and Concession Booth (Part Time) Over 18 years of age 1<sup>st</sup> Year</b>	11.85	TBA Oct. 1, 2017	TBA Oct. 1, 2018	TBA Oct. 1, 2019
<b>*Recreation Maintenance (Part Time) and Concession Booth (Part Time) Over 18 years of age after 1<sup>st</sup> Year</b>	12.15	TBA Oct. 1, 2017	TBA Oct. 1, 2018	TBA Oct. 1, 2019
<b>*Recreation Maintenance (Part Time) and Concession Booth (Part Time) Under 18 years of age 1<sup>st</sup> Year</b>	11.15	TBA Oct. 1, 2017	TBA Oct. 1, 2018	TBA Oct. 1, 2019
<b>*Recreation Maintenance (Part Time) and Concession Booth (Part Time) Under 18 years of age after 1<sup>st</sup> Year</b>	11.45	TBA Oct. 1, 2017	TBA Oct. 1, 2018	TBA Oct. 1, 2019

"Summer Student". Work from April to September inclusive, up to a maximum time period of eighteen (18) weeks with a regular number of hours per week at forty (40) hours. The rate of pay is \$0.45 per hour above the published Provincial minimum wage structure and \$0.75 per hour above for the 2<sup>nd</sup> or subsequent year of service.

\*These are the same rates as the Summer Students are paid.

Students being paid more than the Summer Student rate for work in the Recreation Department at the time of the signing of this contract will not have their rates clawed back. They will be red circled at their current rate.

There is a wage adjustment for Recreation workers for parity with the Operator 2 position. The adjustments each year will be 1.6% plus \$0.33 in 2017; \$0.20 in 2018 and \$0.22 in 2019.



**APPENDIX "B"**

Stewards and the Departments within which they are recognized:

<u>Number of Stewards</u>	<u>Division</u>
1	Public Works
1	Recreation