



**THE TOWNSHIP OF  
WAINFLEET**

**AND**

**THE CANADIAN UNION OF  
PUBLIC EMPLOYEES  
LOCAL 1287-17**

**COLLECTIVE AGREEMENT**

**January 1, 2023 – December 31, 2026**

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## **ARTICLE 1 – SCOPE & PURPOSE**

1.01 The purpose of this Agreement is:

- a) to provide orderly collective bargaining relations between the Employer and those employees covered by this Agreement with the Union;
- b) to secure prompt and fair disposition of grievances;
- c) to eliminate interruption of work and to promote, to the fullest extent possible, efficient and economical operation of the Employer's business; and
- d) to maintain fair wages, hours and working conditions for the said employees, as set out in this Agreement.

## **ARTICLE 2 – RECOGNITION**

- 2.01 The Employer recognizes the Canadian Union of Public Employees, Local 1287 as the sole and exclusive bargaining agent of all employees of the Corporation of the Township of Wainfleet employed in the positions identified in Schedule A of this agreement.
- 2.02 Unless the parties specifically agree otherwise in writing, this Agreement does not cover individuals working in any capacity who are employed pursuant to a contract or grant with the federal or provincial government or any other Public or Private Agency, nor does it cover students, persons working on a Provincial work fare program, persons working part-time, contract employees (otherwise known as temporary employees), or any person covered by a subsisting collective agreement.
- 2.03 The Employer agrees to abide by the requirements of the *Employment Standards Act, 2000*, as amended from time to time or successor legislation and all other applicable statutes as it relates to persons covered by this Agreement.
- 2.04 No employee covered by this Agreement shall be required or permitted to make any written or verbal agreement with the Employer that conflicts with the terms of this Agreement.
- 2.05 On commencing employment or within a reasonable time thereafter, the employee's immediate supervisor or the employer's human resources representative shall introduce the employee to the Unit Vice-President and/or a union steward, and a Health and Safety Representative. The Union shall provide the employee with a copy of the Collective Agreement.

## **ARTICLE 3 – DEFINITIONS**

- 3.01 A permanent full-time employee is one who has successfully completed the probationary period and is regularly scheduled for thirty-five (35) hours per week or greater including

probationary employees.

- 3.02 A part-time employee is one whose hours in each pay period average no more than twenty-four (24) hours per week.
- 3.03 A contract employee is one who is hired to work for a specified time period in a temporary job posting due to maternity/parental leave, absence due to illness or injury, leave of absence, or for special projects of fixed duration.
- 3.04 Operations Department shall include Roads, Bridges, Municipal Drain Equipment Operator, Arena, Parks, Cemeteries, and Municipal Building Maintenance.

#### **ARTICLE 4 – MANAGEMENT RIGHTS**

- 4.01 The Union recognizes the right of the Employer to operate and manage its business in all respects in accordance with its management rights, provided that such rights are exercised in a manner consistent with the provisions of this Agreement.
- 4.02 Without limiting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:
  - (a) Maintain order, discipline and efficiency, by establishing and enforcing reasonable rules and regulations which will not be inconsistent with the terms of this Agreement. The Union shall be provided with a copy of the rules in advance of their implementation;
  - (b) Hire, transfer, recall, promote, demote, classify, assign duties, discharge, suspend or otherwise discipline employees for just cause, provided that a claim of discriminatory transfer, assignment of duties, promotion, or classification may be the subject of a grievance and dealt with as hereinafter provided;
  - (c) Establish and administer tests for the purposes of assisting the Employer in determining employee qualifications, when hired, promoted or determination of suitability prior to the expiry of a probationary period;
  - (d) Evaluate employee performance as part of an ongoing performance appraisal program;
  - (e) Determine the location of operations, and their expansion or their curtailment, subcontracting of work, the schedules of operations, the number of shifts, change, combine or abolish job classifications;
  - (f) Determine the qualifications of any bargaining unit employee to perform any particular job;
  - (g) Determine equipment or tools used and to introduce new or improved methods of

providing service which may include but not limited to combining services with other municipalities or Public/Private partnerships; and

- (h) Determine financial policies, including general accounting procedures;
- (i) Operate equipment and/or carry out departmental functions normally performed by members of the Union:
  - (i) to demonstrate methods or procedure to be used for a particular job,
  - (ii) to maintain an efficient department operation at such times as Union members are engaged in other operations,
  - (iii) during emergency situations or to address employee or public health and safety risks, or
  - (iv) as a contract employee hired for a specified time period as contemplated by Article 3.03.
- (j) Assure that Township equipment is not operated by outside contractors with the exception of employees of other municipalities in emergency situations.

#### **ARTICLE 5 – DISCRIMINATION**

- 5.01 Employees have the right to equal treatment with respect to employment without discrimination or harassment because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status or disability, or any other prohibited ground of discrimination in the Human Rights Code, as amended, nor by reason of their membership or activity in the Union.
- 5.02 The Employer agrees to have in place policies and procedures regarding workplace violence and harassment (including sexual harassment).

#### **ARTICLE 6 – NO STRIKE OR LOCKOUT**

- 6.01 Neither the Union nor any employee shall take part in or call, or encourage any strike against the Employer, nor shall the Employer engage in any lockout of employees, during the term of this agreement or while it continues in operation. The word “strike” and the word “lockout” shall have the meanings ascribed to them by the *Labour Relations Act, 1995*.

#### **ARTICLE 7 – UNION SECURITY**

- 7.01 The Employer shall deduct from every employee’s pay the amount of any regular dues,

initiation fees or assessments that are uniformly levied in accordance with the Union's constitution or by-laws. Upon request, the Union will provide the Employer with a copy of the relevant portions of the Union's constitution and relevant by-laws authorizing any such deductions, and changes thereto, and will provide the Employer with at least sixty (60) days notice of any such changes as they may occur.

- 7.02 The Employer shall remit to the Union the value of all dues and initiation fees so deducted, no later than the fifteenth (15<sup>th</sup>) day of each month following the month in which the deductions were made and, at the same time, will provide the Union with a list of employees from whom deductions were made and the amount of said deductions.
- 7.03 The Employer will endeavor to make the deductions contemplated by Article 7.01 only after any other deductions or withholdings that may be required by law are made, to the extent the Employer is made aware of same.
- 7.04 The Union shall indemnify and save the Employer harmless from any and all possible claims which may be made against the Employer, or any employee of the Employer, by reason of making deductions or failing to make deductions from pay provided for by this Article.
- 7.05 The Employer agrees to include the annual total of dues deducted on each employee's T-4 slip.

### **ARTICLE 8 – GRIEVANCE PROCEDURE**

- 8.01 A grievance is defined as a difference between the parties relating to the interpretation, application, or administration of this Agreement, including any question as to whether a matter is arbitrable. It is the mutual desire of the parties hereto that complaints and grievances shall be adjusted as quickly as possible.
- 8.02 It is generally understood that an employee having a complaint shall first give his/her immediate non-union supervisor an opportunity of adjusting the condition causing the complaint before lodging a formal grievance. The employee may, at their discretion, have the assistance of a Steward when taking up a complaint with his/her immediate non-union supervisor.
- 8.03 A grievance shall be settled in the following manner and in accordance with the time limits set out herein, which may be extended by mutual consent of the parties in writing.

Step One: Failing a resolution pursuant to Article 8.02, the grievance, which in the case of an individual grievance must be signed by the grievor(s) involved, must be submitted to the employer's Human Resources Department, in writing within five (5) working days from the occurrence giving rise to the grievance. The Manager of Human Resources or designate shall give their answer, in writing, to the Steward within five (5) working days after the grievance is received.

**Step Two:** If the Manager of Human Resources or designate fails to give his/her answer to the grievance within the time limits set forth in Step One, or if the answer is unsatisfactory, the Steward may, within five (5) working days, submit the grievance in writing to the CAO. The CAO will convene a meeting with the involved employee(s), the Manager of Human Resources (or designate) and the employee's Union Steward within five (5) working days of receipt of this Step Two grievance, or as soon as possible thereafter, for the purpose of discussing same. The CAO will then deliver his/her decision in writing within ten (10) working days of the meeting.

**Step Three:** If the CAO or designate fails to give his/her answer to the grievance within the time limits set forth in Step Two, or if the answer is unsatisfactory, the Steward may, within five (5) working days, submit the grievance in writing to Township Council. The CAO will convene a meeting involving him/herself, Township Council, the Manager of Human Resources (or designate), the involved employee(s) and a Union Steward within ten (10) working days of receipt of this Step Three grievance, or as soon as possible thereafter. Township Council will then deliver its decision in writing within ten (10) working days of the meeting.

- 8.04 A grievance over the dismissal or suspension of an employee may be taken up at Step Two of the grievance procedure, omitting Step One, but in any event may not be initiated longer than three (3) working days after the events giving rise to the grievance have occurred.
- 8.05 A grievance of a general nature or dispute over an alleged violation of the Agreement may be initiated by the Union or the Employer at Step Two of the grievance procedure, omitting Step One, but in any event no later than five (5) working days after the Union or Employer became aware or ought to have become aware of the events giving rise to the grievance.
- 8.06 The Parties acknowledges the right of a Union Steward to assist the employee in presenting his/her grievance to the representative of the Employer.
- 8.07 At any time during the grievance procedure, or in the event that the outcome of the grievance procedure is not satisfactory to one or both parties, the parties may mutually agree to the use of an outside mediator prior to arbitration under Article 9. The costs of the mediation will be jointly shared by the parties.
- 8.08 All official communication as outlined above shall be copied to the Manager of Human Resources or Designate and the Recording Secretary of CUPE Local 1287.
- 8.09 It is understood that the Steward may request the assistance of CUPE Local 1287 President or designate at grievance meetings contemplated by this Agreement.

### **ARTICLE 9 – ARBITRATION**

- 9.01 Failing settlement at Step Three of the grievance procedure, the grievance may be referred to arbitration by either party. If arbitration is to be invoked, a written request to the other

party shall be made within five (5) working days after the grievance has been dealt with at Step Three.

- 9.02 When either party requests that a grievance be submitted to arbitration, the request shall be in writing addressed to the other party to the Agreement and shall contain the name of the nominee to the arbitration board of the party requesting arbitration. The recipient of the notice shall, within ten (10) days thereafter, notify the other party in writing of the name of its nominee to the arbitration board. The two nominees shall endeavor within ten (10) days to agree upon a third member to chair the board of arbitration and it is understood that if the two nominees fail to agree upon a chair, the chair shall be appointed by the Office of Arbitration of the Ministry of Labour for the Province of Ontario.
- 9.03 Each of the parties shall pay the expense of their own nominee and one-half ( $1/2$ ) of the fees and expenses, if any, of the chair.
- 9.04 No person may act as an arbitrator who has been directly involved in attempts to negotiate or settle the grievance, unless agreed upon by the parties.
- 9.05 The decision of the majority of the board of arbitration shall be final and binding to both parties of this Agreement. Where no majority of the board exists, the decision of the chair of the board of arbitration shall be final and binding.
- 9.06 The arbitration board shall not be authorized to make any decision inconsistent with the provisions of this Agreement nor to alter, modify, add or to amend any part of this Agreement.
- 9.07 The foregoing arbitration procedure shall not preclude:
- (a) either party to the Agreement from exercising its rights under the *Labour Relations Act, 1995* to request a single arbitrator; or
  - (b) the Employer and the Union from agreeing to have a single arbitrator preside as the board of arbitration.
- 9.08 No matter may be submitted to arbitration which has not been properly carried through all previous steps of the grievance procedure. In making this determination it is agreed that any time limits referred to in this Agreement within which any procedure is required to be taken or notice is required to be given shall be calculated exclusive of Saturdays, Sundays, and statutory holidays. All time limits within this Agreement are mandatory.

#### **ARTICLE 10 – SENIORITY**

- 10.01 A new employee hired to work forty (40) hours per week shall be considered a probationary employee for the first nine hundred and sixty (960) hours worked from the date of hire.

- 10.02 A new employee hired to work thirty-five (35) hours per week shall be considered a probationary employee for the first eight hundred and forty (840) hours worked from the date of hire.
- 10.03 A probationary employee shall be considered as being employed on a trial basis and may be disciplined or dismissed by the Employer in its sole discretion. A probationary employee shall not have access to the grievance procedure
- 10.04 Upon completion of the probationary period, an employee's name will be placed on the seniority list with seniority effective from their most recent hire date. The Employee Seniority List will be updated and posted on May 15th and November 15th of each year. A copy shall be delivered to the Union.
- 10.05 Seniority shall be the total length of service of an employee dating from his/her first day of employment with the Employer.
- 10.06 An employee who transfers or is re-hired to a position outside the bargaining unit shall be deemed to have forfeited any further claim to seniority in the bargaining unit after a period of six (6) months outside the bargaining unit. The Employer shall be free to fill a vacancy immediately if it sees fit and no grievance may be filed under this section. In the event that the employee returns to the bargaining unit at a subsequent date, they shall retain their bargaining unit seniority without any accumulation from the time they worked outside the bargaining unit.
- 10.07 An employee with established seniority who is unable to perform his/her regular assigned duties with the Employer because of disabling sickness or injury that is certified by a licensed doctor approved by the Employer and is receiving disability benefits as provided under the provisions of this contract or Workers Compensation shall continue to accumulate seniority.
- 10.08 Upon the return to work the employee will return to his/her former position if the position is still available and if he/she is capable of performing the work; otherwise, he/she will be offered, in accordance with his/her seniority, other available work which he/she is capable of performing, in accordance with this Article.
- 10.09 All vacancies in the bargaining unit shall be posted for a period of five (5) working days on the Employer's notice board. Employees shall be entitled within the posting period to apply in writing to fill such vacancies. Employees who apply must be capable of successfully performing the work in the new classification within a period of twenty (20) working days.
- 10.10 Competition among two or more employees shall be determined on the basis of:
- (a) skill, ability, qualifications; and,
  - (b) seniority

In the event that the factors in (a) are equal, factor (b) will be determinative.

- 10.11 The successful applicant in a job posting shall be returned to his/her former job if found not to be satisfactory (at the discretion of the Employer) or by employee request within the twenty (20) working day period described in Article 10.09.
- 10.12 An employee shall lose all seniority and his/her employment shall be deemed to be terminated if he/she:
- a. resigns or retires;
  - b. is discharged for just cause and is not reinstated pursuant to the grievance or arbitration procedures as provided in this Agreement;
  - c. is absent from work for more than twenty-four (24) months by reason of illness or other physical disability in accordance with the terms of the long-term disability contract;
  - d. is absent from work without a reasonable excuse for more than three (3) consecutive days for which he/she is scheduled to work; is absent from work for more than twenty-four (24) months by reason of layoff, fails to report to work for seven (7) days after a layoff or leave of absence in accordance with the provisions of Article 10.10 (b) and Article 18 of this Agreement; or
  - e. accepts other employment or becomes self-employed while on a leave of absence of any kind.

#### **ARTICLE 11 – LAYOFF**

- 11.01 In respect of notice of layoff the Employer agrees to abide by the requirements of the Employment Standards Act, 2000, as amended from time to time or successor legislation and all other applicable statutes as it relates to persons covered by this agreement.
- 11.02 If a reduction in workforce is necessary, part-time and contract employees in the affected classifications shall be laid off first followed by probationary employees.
- 11.03 If a further reduction is necessary, employees with the least seniority in the affected classifications shall be laid off next.
- 11.04 When an employee is laid off in a classification, he/she may displace an employee with lesser seniority in any classification that the employee being laid off is qualified for. The sole judge of qualifications for a particular position shall be the Employer.
- 11.05 It is understood that in the event of a layoff an employee who displaces another employee due to the application of the foregoing Articles must be willing to do the work and be capable of successfully performing the work of the new job classification within a period of twenty (20) working days.

- 11.06 An employee, other than a probationary employee, who is laid off shall have recall rights for a period of twenty-four (24) months for the date of layoff.
- 11.07 The Employer shall recall laid off employees by seniority. Recall shall be made by Registered Mail to the employee's last address on record with the Employer. It shall be the employee's responsibility to supply the Employer with his/her correct and current address and any changes that occur. The Employer's obligation to recall under this clause shall be fulfilled if:
- (a) the employee in writing refuses recall;
  - (b) the employee fails to respond to his/her recall within seven (7) working days from the date of the mailing of the recall letter;  
or
  - (c) the employee's recall letter is returned because he/she failed to file a correct address with the Employer.

## **ARTICLE 12 – HOURS OF WORK AND OVERTIME**

- 12.01 Full-time clerical employees in the Public Works Office and Municipal Office are expected to work seventy (70) hours over a two-week period. The regular daily shift shall be seven (7) hours, with an additional one-hour unpaid meal break, and shall occur between the hours of 7:00 a.m. and 5:00 p.m. Monday through Friday, as determined by the Employer from time to time, or as otherwise agreed by the Employer and Employee. Employees shall be entitled to a fifteen (15) minute rest period during each half of their normal daily shift.
- i. A compressed work week shall be available to clerical employees in the municipal office commencing with the pay period that includes Victoria Day and ending with the final pay period of September. Flex or compressed or work from home arrangements may be authorized upon mutual agreement between the employees and the appropriate Department Head/Designate.
  - ii. Decisions to approve requests for a flex, compressed or work from home arrangement will be made by the Employer, and will take into consideration the nature of the work, the duties of the Employee, organization/departmental performance.
  - iii. Employees who are on probation will not be eligible to work from a home office until they have successfully completed their probationary period unless otherwise specified.
  - iv. The Employer shall provide those Employees working from home with the technological equipment that would normally be provided for said Employee while working at the Employer's office. The equipment will be serviced by the Employer, remain as the property of the Employer, and be returned to the Employer when the employee's work-from-home-office agreement terminates.

- v. A flex, compressed or work from home arrangement is a voluntary agreement between the Employer and the Employee and is subject to review.
  - vi. Where the Employer or Employee seeks to cancel a flex, compressed or work from home arrangement, the manager or employee shall provide as much notice as is practical.
- 12.02 (a) Subject to Article 12.03, permanent fulltime employees in Public Works, Drainage, Recreation and Cemetery are expected to work eighty (80) hours over a two-week period. The regular daily shift shall be eight (8) hours, with a twenty (20) minute paid meal break at the job site, and shall occur between the hours of 7:00 a.m. and 5:00 p.m. Monday through Friday, as determined by the Employer from time to time, or as otherwise agreed by the Employer and Employee (excluding on-call work). Employees shall be entitled to a fifteen-minute rest period during each half of their normal daily shift. The Employer shall post a shift schedule on a monthly basis in the workplace to allow for scheduling of operations and any variation to the schedule will be made by agreement between all parties affected. Flex or compressed time will be authorized from time-to-time upon mutual agreement between the employees and the appropriate Department Head/designate.
- (b) It is agreed and understood that employees assigned to perform winter control activities shall be expected to work shifts on an as-needed basis during the winter season, contingent upon weather conditions, forecasted weather conditions and/or emergency events recognizing that they shall be prepared on very short notice to fulfill the shift schedule. Following notification to affected employees, the final decision to implement an alternate shift schedule shall be at the discretion of the Department Head/designate.
- (c) Arena Operations – applies to those employees who are assigned to perform arena maintenance activities by their Department Head/Designate.

At all times of the year, the regular daily shift for employees assigned to perform Arena Operations shall be eight (8) hours, with a twenty (20) minute paid meal break at the job site. During the Summer Season, the regular daily shift for Arena Operations and Recreation employees shall occur between the hours of 7:00 a.m. and 8:00 p.m. Monday through Friday, as determined by the Employer from time to time, or as otherwise agreed by the Employer and Employee. At all other times of the year, the regular daily shift for Arena Operations shall be determined by the Employer subject to Arena rentals.

- 12.03 It is agreed that hours worked used to determine if an employee has qualified for overtime pay shall include regular hours, paid holidays, vacation, sick time, lieu time taken and bereavement leave.
- 12.04 It is agreed and understood that when an employee works a shift that exceeds the normal shift as set out in Articles 12.01 and/or 12.02 that additional hours worked will be treated as overtime and paid in accordance with the provisions of Article 12.

- 12.05 (a) All overtime must be approved in advance by a Department Head/Designate before it is worked. Payment is made at one and one half (1 ½) times the employee's regular rate of pay for all hours worked in excess of the employee's regularly scheduled workday.
- (b) Should an employee be called into work overtime, the employee shall receive a minimum call-in time of three (3) hours at time and one-half of the regular hourly rate.
- (c) Notwithstanding the provisions of subsection (b) should an employee be called into work on December 25<sup>th</sup>, the employee shall receive a minimum call-in time of three (3) hours at two times the regular hourly rate.
- (d) Should an employee be required to work more than three (3) hours overtime immediately following their regular scheduled shift they will be provided a meal allowance of (\$15.00) fifteen dollars.

12.06 Time off in lieu of overtime may be granted as follows:

- (a) Time off in lieu will be granted equal to the rate of overtime (i.e. 8 hours of overtime = 12 hours time off in lieu).
- (b) Time off in lieu will not exceed 96 hours per year (after which overtime will be paid).
- (c) Time off in lieu not used by December 31<sup>st</sup> will be paid out at the appropriate rate on the first pay of the subsequent calendar year.

Time off in lieu shall be taken at mutually agreeable times. Requests to utilize lieu time may be denied by the Department Head/designate based on operational considerations. Employees shall endeavour to provide a minimum of one (1) weeks' notice of their desire to utilize lieu time whenever possible.

12.07

- a. The Union acknowledges management's right to provide service to the municipality in the most cost-effective, efficient and safe manner as possible.
- b. The Union acknowledges management's right to assign overtime to Lead Hands in their specific divisions where deemed necessary and to assign overtime to those employees with specific skills under conditions or circumstances considered extraordinary.

12.08 The Employer does not guarantee the above standard or other hours of work, but before any change is made in the regular stopping and starting times or new and different shifts are established, there will be prior notice to and discussion with the Union.

12.09 The Employer shall endeavor to provide individual employees with a minimum of forty-eight (48) hours' notice of a change to their regular or scheduled hours.

12.10 When overtime is required, it shall be offered as equitably as possible.

- (i) The first employee to be called in shall be permanent full-time employees who are usually engaged in the work. They shall be called in order of those with the fewest overtime hours to those with the most overtime hours and are capable of performing the required work.
  - (ii) The next to be called in are permanent full-time employees who are qualified, capable, and willing to perform the work. They shall be called in the same order as in (i) or as the employee's shift schedule permits in accordance with hours of work legislation.
  - (iii) If additional employees are still required, the next to be called in are contract or part-time employees who are qualified, capable, and willing to perform the work. They shall be called in the same order as in (i).
  - (iv) If no qualified or capable employees accept the opportunity, then the Employer shall determine how the work will be performed. This may include assigning the work to persons outside the bargaining unit.
- (a) If the Employer calls an employee on the primary number and the employee takes the call or responds within the five (5) minute time period and declines the assignment, it shall be considered as overtime worked for the purposes of overtime distribution.
  - (b) If the Employer calls an employee on the primary number and the employee is not available to take the call/page or is beyond the five (5) minute time period it shall be also considered overtime for the purposes of overtime distribution.
  - (c) Unless the employee has notified his or her Department Head/Designate that they are otherwise available (in writing), an employee who is on vacation or other approved leave, including sick leave, is considered to be unavailable for the purposes of distribution. In these situations, it is not considered overtime worked for the purposes of overtime distribution.
  - (d) In the event the Employer cannot arrange to have the required number of employees to complete the necessary job task(s), the Employer shall contact those employees on vacation or approved leave. If the Employer is still unable to arrange to have the required number of employees complete the necessary work, the Employer shall be entitled to assign the work to persons outside the bargaining unit.
  - (e) The Union acknowledges management's right to equalize overtime as reasonable as possible over the period of a calendar year.

12.11 An employee is expected to be available for overtime, if and as required, subject to the following. The employee will provide to the Employer one primary number for the

purpose of distributing overtime opportunities. The employee will be expected to call

back the Employer within 5 (five) minutes of a call to determine availability for overtime opportunities. Should the Employer not receive a return call within the five (5) minute time period, the Employer shall contact the next eligible employee(s) on the call-out list.

12.12 A list of overtime worked and/or credited in accordance with items (a), (b) & (c) will be posted. The Employer will endeavor to post this list biweekly but at a minimum will post not less than every four (4) weeks.

12.13 A probationary employee shall be deemed to have overtime hours equivalent to the average number of overtime hours worked by an employee in the same classification.

### **ARTICLE 13 – PAID HOLIDAYS**

13.01 Employees covered by this contract shall be granted the following holidays with pay at his or her normal hourly or salaried wage rate:

New Year's Day	Family Day	Good Friday
Easter Monday	Canada Day	Victoria Day
Civic Holiday	Labour Day	
Thanksgiving Day	Remembrance Day	December 24 <sup>th</sup>
Christmas Day	Boxing Day	December 31 <sup>st</sup>

Providing the employee works the regular shift prior to, and after the holiday, unless excused by his/her Department Head/Designate.

13.02 Should an employee work a paid holiday described in this article the employee shall receive, in addition to his/her holiday pay, time and one-half for each hour worked, unless the paid holiday is observed on a Sunday, in which case they shall receive double their wage rate for all hours worked on the paid holiday.

13.03 Should a paid holiday described in this article fall on a Saturday or Sunday, and the department is closed, the Monday following shall be observed unless there is a mutual agreement of the parties in writing to observe another day. If the department is open, the holiday shall be observed on the Saturday or Sunday.

13.04 Employees who are on layoff, strike, lockout or absent because of a leave are not entitled to any pay for a holiday that may occur during such absence.

13.05 Holiday pay shall be determined on the basis of the employee's normal hourly rate times his/her regular daily hours of work.

13.06 When a Holiday falls on an Employee's day off, the Holiday will be scheduled at a mutually agreeable time within thirty (30) days.

**ARTICLE 14 – PAID VACATIONS**

14.01 (a) Permanent full-time employees on the active payroll shall be granted vacation pay in each calendar year on the following basis:

<b><u>Years of Service by December 31<sup>st</sup></u></b>	<b><u>Vacation Pay as a % of Earnings</u></b>	<b><u>Paid Vacation Allotment in Terms of Time</u></b>
Less than 1 year	4% prorated	2 weeks prorated
1 year but less than 3	4%	2 weeks
3 years but less than 8	6%	3 weeks
8 years but less than 15	8%	4 weeks
15 years but less than 25	10%	5 weeks
25 years but less than 27 years	12%	6 weeks
27 years and more	12%	6 weeks
	+	Plus one (1) day for each additional year of service to a maximum of five (5) additional days

(b) Notwithstanding the provisions of subsection (a), an employee absent in the vacation year shall have their vacation pay calculated at the appropriate percentage of his actual earnings in the year.

(c) An employee absent without pay due to illness or injury, pregnancy/parental leave or any other statutory leave, shall continue to accrue 50% of their normal allotment of paid vacation, at their full rate of pay to a maximum of 2 weeks per 12 months absence.

An employee absent without pay for any other reason shall not accrue vacation during their absence.

(d) Following December 31<sup>st</sup> vacation entitlement shall be reconciled to Gross Annual Earnings multiplied by vacation entitlement under 14.01(a). The Employer will pay outstanding vacation entitlement to employees prior to February 15<sup>th</sup>.

14.02 The vacation year shall be January 1 to December 31. Employees shall be credited with their vacation entitlement on January 1st of each year in accordance with the schedule.

14.03 Lists calling for vacation preferences shall be posted by March 1st and these lists shall be taken down March 15th. Employees shall indicate their preference for a minimum of two-thirds (2/3) of their annual vacation entitlement. The approved list shall be posted on April 1st.

- 14.04 Vacation times shall be mutually agreed between the employee and the employer and granted on the basis of seniority. An employee may not take more than two (2) weeks consecutive vacation at any one time without approval of the Employer. Requests made after March 15<sup>th</sup> shall be assigned on a first come, first served basis, and such vacation request will be confirmed or denied within two (2) weeks of application.
- 14.05 Up to two weeks of an employee's annual vacation may be accumulated for use in the following vacation year if prior approval has been obtained from the Employer. Employees will be compensated for deferred vacation entitlements at the hourly rate in effect in the year the deferment was granted.
- Any remaining unused vacation shall be paid out prior to February 15<sup>th</sup>.
- 14.06 If an employee's vacation is interrupted due to illness or accident requiring hospitalization, the period of hospitalization will be considered sick leave upon submission of satisfactory medical documentation and the vacation credits will be restored.
- 14.07 Any unearned vacation taken prior to leaving the employment of the Employer shall be deducted from the last pay cheque of the employee.

#### **ARTICLE 15 – PREGNANCY AND PARENTAL LEAVE**

- 15.01 Pregnancy and parental leaves will be granted in accordance with the provisions of the *Employment Standards Act, 2000*, as amended from time to time or successor legislation and all other applicable statutes as it relates to persons covered by this agreement.

#### **ARTICLE 16 – BEREAVEMENT LEAVE**

- 16.01 Bereavement will be granted by the Employer to all permanent full-time employees covered by this Agreement on the following basis:
- (a) in the event of the death of an employee's spouse, parent, step-parent, guardian, brother, sister or child, five (5) days leave of absence without loss of pay will be granted.
  - (b) in the event of the death of an employee's father-in-law, mother-in-law, son-in-law, daughter-in-law, grandchild, grandparent, three (3) days leave of absence without loss of pay will be granted.
  - (c) in the event of the death of an employee's sister-in-law, brother-in-law, aunt, uncle, niece, or nephew one (1) day leave of absence without loss of pay will be granted.
  - (d) it is understood that a bereaved employee may request and be granted additional time off, without pay, for the purpose of travel and other matters related to the estate of the deceased.

- (e) Upon request, an employee will provide the Employer with proof, reasonable in the circumstance, of their entitlement to bereavement leave.
- (f) An employee may be granted four (4) hours paid leave and up to four (4) hours unpaid leave to attend a funeral as a pallbearer.

16.02 An employee shall not be deprived of public holiday pay that he/she would otherwise be entitled to as a result of bereavement leave.

### **ARTICLE 17 – JURY DUTY**

17.01 An employee who is called upon to serve as a juror or as a witness upon subpoena in a legal proceeding (except in a legal proceeding commenced by the employee against the Employer, including a grievance arbitration in which the employee is a grievor) shall be granted a leave of absence for such purposes with continued accrual of seniority during the period of leave. During the period of leave, the employee will be paid their regular salary or wages, provided they make application to their Department Head/Designate and deposit with the Employer the full amount of compensation received for such service excluding traveling and meal expenses. The employee will, upon request, present proof of service and the amount of pay received.

### **ARTICLE 18 – LEAVES OF ABSENCE**

18.01 Leave of Absence Without Pay: The Employer may grant an employee a leave of absence without pay for good cause and for a reasonable period of time at its sole discretion. Such leaves will not be granted until earned vacation time and banked time has been taken.

Application for a leave of absence without pay shall be submitted in writing at least four (4) weeks in advance of the requested start date unless circumstances make it impossible to do so, in which case the request must be submitted as soon as possible before the leave is required. Requests shall be made in writing and submitted to the Department Head. The application must clearly specify the reason for the leave. Replies shall be in writing and include a brief explanation of the reason if the request was denied.

18.02 Union leave: A leave of absence without pay and without loss of seniority will be granted to not more than two (2) employees, elected and/or selected to attend union conventions or conferences for an aggregate of not more than fifteen (15) days in any calendar year, as long as any request for such leave is received by the Employer at least two (2) weeks in advance of the commencement of the leave. The Employer will continue to pay the employee's salary and benefits and invoice the Union for the same.

18.03 DZ Licence: Outside workers shall be granted one-half ( $\frac{1}{2}$ ) day of paid leave for the purpose of obtaining and/or maintaining a Class DZ licence when required. Paid leave shall not extend to repeat attempts after an initial unsuccessful attempt. Proof of successful completion shall be provided for insertion in the employee's personnel file.

- 18.04 Election leave: The Employer will comply with the *Canada Elections Act, Ontario Election Act* and the *Municipal Elections Act, 1996*, as applicable, with respect to ensuring that employees have at least three (3) consecutive hours away from work, without loss of pay, in which to cast their vote. Any time away from work, if necessary, shall be at the Employer's convenience.
- 18.05 An employee shall be granted one (1) day of paid leave to attend their Canadian citizenship ceremony.
- 18.06 When it is necessary to write an examination following completion of a course of study approved through the Corporation's Tuition Reimbursement Policy, time off without loss of pay or seniority will be granted, sufficient to write such an examination.
- 18.07 When leave of absence is required to write an examination following completion of a course of study not previously approved through the Tuition Reimbursement Policy, the employee concerned may apply in writing to their non-union Supervisor. Such leave of absence with or without pay and without loss of seniority may be granted at the discretion of the Corporation.
- 18.08 (a) In the event an employee is on an approved leave of absence, and receiving compensation that does not equal their normal earnings, the employee may use available earned vacation, time off in lieu, and/or sick leave credits in order to achieve their normal earnings.
- (b) It is understood that the provisions of 18.08(a) shall not apply to those workers on a maternity/parental leave or an approved leave without pay.

#### **ARTICLE 19 – SICK LEAVE**

- 19.01 (a) A full-time employee will receive eight (8) sick days per year. The eight (8) days will be non-cumulative and will not be paid out if not used.
- (b) Notwithstanding the provisions of subsection (a) an employee may carry over from one year to the next unused sick days for use in the subsequent year. No employee shall have more than fifteen (15) sick days at any time.
- 19.02 Employees will be granted 20 hours per calendar year to utilize to attend medical and dental appointments. In the event an employee exceeds 20 hours in a calendar year, subsequent appointments will be treated as sick time, or in the absence of remaining sick time treated as vacation or lieu time, or in the absence of remaining sick time and vacation or lieu time, treated as time off without pay.

In the event of appointments under this section, the Employee shall notify the Department Head/Designate at least one (1) week in advance of such appointment. In the case of emergency appointments, the employee shall endeavour to notify the Department Head/Designate as soon as possible prior to the appointment.

It is management's preference that employees endeavor to secure medical and dental appointments before or within the first hour of, or within the last hour of, or after their scheduled shift, such that human resource planning disruption is minimized.

- 19.03 Where an employee's medically documented health circumstance is such that the employee requires sick time allowance beyond the eight (8) days per year allocated under this contract, the Corporation and the Union shall refer to the responsibilities imparted on both parties consistent with Article 5.01 of the Collective Agreement. This understanding also applies to an employee who due to reasons beyond their control (e.g. travel distance to a specialist's office), cannot schedule related medical appointments at the start or end of the work day. In either situation, each case will be reviewed on its own merits.
- 19.04 Upon proof of payment, the employer will reimburse an employee for medical documentation it requests from the employee's health care provider in order to determine and employee's prognosis, functional abilities, fitness for work, suitability for temporary transitional work, restrictions and or accommodation needs, provided the employee completes and signs the employer's treatment memorandum report form if one is requested. Alternatively, the employer may arrange to pay the health care provider directly.

The employer will not pay nor reimburse an employee for medical documentation required by the employers group benefits provider or WSIB.

**ARTICLE 20 – HEALTH BENEFITS & PENSION FUND**

- 20.01 For the duration of this agreement the Employer agrees to provide every permanent fulltime employee with at least three (3) months of continuous service the benefit summarized in the Table One below:

TABLE ONE

1	Group Life Plan	1 <sup>1</sup> / <sub>2</sub> times salary to a maximum benefit of \$150,000.
2	Accidental Death & Dismemberment	As per policy
3	Short-Term Disability	75% to a maximum benefit of \$1,200.00 weekly for 17 weeks
4	Long-Term Disability	66 <sup>2</sup> / <sub>3</sub> % of monthly earnings to maximum of \$6,000
5	Major Medical	As per policy – deductible \$25.00
6	Dental Care	As per policy – with ODA rates to be current year with nine (9) month recall for dental checkups and cleaning – save and except that the plan will allow six (6) months recall for children

7	Vision Care	\$400 every two years. Vision care benefit may be used for corrective lenses and/or corrective surgery, including laser eye surgery
8	Eye Exams	\$95.00 every two years to cover the cost of eye exams.
9	Orthodontics	50% to a \$2,000.00 lifetime maximum, up to the age of 18
10	Professional Services	Physiotherapist, Psychologist, Chiropractor, Osteopath, Podiatrist/Chiropodist, Naturopath, Registered Massage Therapist or Speech Therapist up to a maximum of \$500 per practitioner per calendar year
11	Audio	Standard hearing aids, repairs, or replacement parts up to a maximum of \$1000 every three years.
12	Travel	\$1,000,000 per covered person per calendar year for Travel Assistance and Emergency Medical Services such hospital, medical/surgical, emergency transportation, private nurse, diagnostic tests, prescriptions, medical appliances, meals, and accommodation, travel home, return of deceased. Subject to maximums, exclusions, and prior consultation with provider.

The Union recognizes that certain benefits are not available to employees over the age of 70 and Provincial benefits may apply to such employees rather than Township benefits. Such benefits shall be reinstated if they become available from Township benefit providers. In lieu of these benefits an amount equal to the premium paid on behalf of the employee will be paid to the employee as part of their payroll until such time as the employee ceases to be employed by the Township.

20.02 That the present Pension Plan (OMERS) now in force for employees is to be continued, and each employee covered under the provisions of this agreement is required to become a member of the Pension Plan.

20.03 The Corporation agrees to provide to employees who retire with an OMERS pension and a minimum of 10 years of service with the Township the following benefits until they reach the age of 65 years.

(a) Life insurance to age 65 at the rate the employee was entitled to on the date of retirement and the employee shall have the right to convert his/her term policy at age 65 but the Township will not pay any premium past the age of 65.

- (b) The Corporation will provide major medical and vision care (excluding dental care) to age 65 on the understanding that the person so retired shall be bound by the terms of the policy as negotiated from time-to-time with the Union.

20.04 Should the employer elect to change benefit carriers, the level of benefits must be comparable to current benefit levels.

### **ARTICLE 21 – BULLETIN BOARDS**

21.01 The Employer will provide a bulletin board in an appropriate area in the workplace for the use of the Union for the posting of official notices and information bulletins relating to appointments, meetings, elections, conventions of the Union, and Union social and recreational affairs. Personal postings are not permitted, nor is material that is disparaging, defamatory, discriminatory or harassing of the Employer or any of its employees.

### **ARTICLE 22 – HEALTH & SAFETY**

22.01 The Union and the Employer agree to cooperate in the promotion of safe working habits and conditions. The Union and the Employer agree to continue providing a Joint Health & Safety Committee pursuant to the *Occupational Health & Safety Act*.

22.02 The Employer will comply with the Occupational Health and Safety Act with regard to notifying the Union of workplace injuries and illnesses.

22.03 In the event an employee is required to leave the workplace for medical treatment or is sent home by the Employer as a result of experiencing a workplace injury or accident during their shift, the employee shall receive payment for the remainder of the shift at their regular rate of pay without deduction from sick leave unless a doctor, nurse, or other certified first responder states that the employee is fit for further work on that shift.

22.04 In the event an employee is required to seek medical treatment as a result of a workplace injury or accident during work hours, and is unable to transport themselves, transportation will either be provided by the Corporation or the Employer will reimburse the cost of said transportation (with the cost being calculated on the basis of transportation to/from the closest hospital or physician and either the workplace or the employee's home, as applicable).

#### **Uniforms and Protective Wear**

22.05 (a) All employees party to this agreement shall be required to wear C.S.A. approved hardhats and safety shoes while performing their duties with the exception that hardhats and safety shoes shall not be required for full-time employees performing clerical duties on a regular basis.

- (b) The Corporation shall pay to each outside employee each year \$300.00 for CSA approved safety footwear and each inside employee \$300.00 for health care

benefits. The Corporation shall issue benefit amounts prior to March 31<sup>st</sup> each year.

- (c) The Employer shall supply for each outside employee, on an as needed basis, hardhats, work gloves (those required for specific tasks or special projects in order to protect from the hazards of that task or project), necessary raingear, and C.S.A. approved rubber boots and chainsaw pants.
- (d) Each year, the employer will provide outside employees with an allowance of \$325.00 on the first pay period of April. New, unworn items purchased with the allowance may be brought into the employer for branding at no charge to the employee.

Inside employees will receive a \$100 allowance which allows them to select \$100 worth of Township branded work apparel from the corporate catalogue.

- (e) All employees shall be required to wear proper eye protection when performing duties, which may create a hazard or danger to eyes. The Corporation will supply the appropriate eye protection.

### **ARTICLE 23 – UNION REPRESENTATION**

23.01 The Employer agrees to recognize:

- (a) A Bargaining Committee of two (2) employees, and the President of C.U.P.E Local 1287 or their representative for the purpose of negotiating the renewal or amendment of the Collective Agreement;
- (b) A Grievance Committee consisting of one (1) of two (2) employees appointed by C.U.P.E. to act as Union Stewards, and the President of C.U.P.E Local 1287 or their representative, for the purpose of discussing grievances pursuant to this Collective Agreement.
- (c) A Labour Management Committee of not less than two (2) employees, and the President of C.U.P.E Local 1287 or their representative for the purpose of participating in Labour Management meetings with the Employer.
- (d) The Union shall have the right at any time to have a National representative of the Canadian Union of Public Employees attend meetings with the Employer.

23.02 The Union shall notify the Employer in writing of the name of its President and Vice President promptly following election, along with the names of its Union Stewards and Bargaining, Grievance and Labour Management Committee members.

23.03 Labour Management meetings between the Employer and C.U.P.E's Labour Management Committee shall be held at times mutually agreeable to both parties. A statement outlining

the matters for discussion will be submitted by each party not less than two (2) working days prior to the time of the scheduled meeting, except in cases of emergency.

- 23.04 Union representatives employed by the Corporation have regular duties to perform on behalf of the Employer. No such employee will absent themselves from their regular duties in order to deal with grievances or other Union business, nor will they leave their regular duties without receiving permission from their immediate non-union Supervisor or, where not possible, from another member of management or Human Resources. Such permission to leave will not be unreasonably withheld.
- 23.05 The Employer will compensate Union representatives, employed by the Employer, at their regular rate of pay for the following union work:
- (a) Grievance Committee members for time spent attending grievance meetings with the Employer contemplated by this Agreement up to and including Step 2 of the Grievance Procedure;
  - (b) Members of the Union's Labour Management Committee for time spent attending Labour Management meetings with the Employer contemplated by this Agreement; and
  - (c) With the exception of arbitration hearings and collective bargaining, which is addressed in Article 23.06 below, a maximum of two (2) Union representatives for time spent attending any other meetings with the Employer contemplated by this Agreement.
- 23.06 The Employer will continue to pay employees that are members of the Union's Bargaining Committee their regular rate of pay for all Bargaining Committee meetings and those with the Employer. However, the Employer will invoice the Union for all associated costs and the Union will be responsible for reimbursing the Employer within thirty (30) days of receipt.
- 23.07 The Union will not engage in Union activity during working hours except as provided herein, nor will it hold meetings at any time on the premises of the Employer without first receiving its permission.

#### **ARTICLE 24 – CORPORATION REPRESENTATION**

- 24.01 The Corporation agrees to furnish the Union with a list of names of Department Head/Designate personnel with whom the Union may have transactions in the administration of this Agreement and will keep this list up to date.

#### **ARTICLE 25 – DISCIPLINE AND DISCHARGE**

- 25.01 If an Employee is required to attend a disciplinary meeting with the Employer, the Employee shall be advised that they have the right to require the presence of a Union

Steward at such meeting. The Employer shall, within two (2) business days of taking such disciplinary action, notify the employee in writing of the discipline imposed, with a copy to the Union.

- 25.02 A claim by any permanent full-time employee (excluding probationary employees) that they have been disciplined or discharged without just cause may be the subject of a grievance between the parties in accordance with Article 8 of the collective agreement.
- 25.03 Except for any discipline related to workplace discrimination, violence, bullying or harassment (which includes sexual harassment), a disciplinary notation shall be deemed removed from an employee's record after a period of eighteen (18) months has passed from the date the discipline was imposed, provided that no other disciplinary action has been taken against the employee during that period.

### **ARTICLE 26 – JOB DESCRIPTIONS**

- 26.01 The Employer will provide a copy of all job descriptions and classifications to the Union.

### **ARTICLE 27 – WAGES**

- 27.01 The Employer agrees to pay wages in accordance with Schedule "A" attached hereto which forms part of this Agreement. The said wages shall be paid every second week by direct deposit by 4:30 p.m. on Friday except where Friday is a holiday in which case payday will be the workingday preceding such holiday.
- 27.02 The positions of Grader Operator, Excavator Operator, Mechanic/Machine Operator, Recreation Coordinator and Cemetery Lead Hand, shall be paid the full wage rate even when performing in another capacity.
- 27.03 The starting wage rate for a probationary employee shall be 90% of the agreement rate in effect. After 480 hours worked (for 40 hour per week employees) or 420 hours worked (for 35 hours per week employees), the wage rate shall increase to 95% of the agreement rate in effect. After 960 hours worked (for 40 hour per week employees) or 840 hours worked (for 35 hours per week employees), the full agreement wage shall apply.

Any hours worked for the employer in the same capacity doing bargaining unit work shall be included in the probation period.

- 27.04 Shift Premium: Employees in the Operations Department required to work the afternoon or night shift shall be paid a premium of one dollar and twenty-five cents (\$1.25) for each hour worked on a shift starting between 3:00 p.m. and 4:00 a.m.

Shift premiums shall be paid as straight rate per hour for all such hours worked in Section 12.02 (a) but shall not be included when calculating premium pay for over-time hours

worked or for pay on holidays with pay, or for other special benefits in this Agreement, but shall be included in “earnings” for the calculations of pay for vacations.

27.05 Transfers: An employee who is temporarily transferred or performs the principal duties of a higher paid position for more than one (1) hour shall then receive the rate for the job which is consistent with the employee’s service with the Corporation. When an employee is assigned to a position paying a lower rate, their rate shall not be reduced, provided that such assignment is not classed as a demotion.

27.06 The Corporation shall pay fees for any employee who is required by the Corporation to be a member of an association or other organization.

27.07 When requested by the Corporation and authorized by the immediate supervisor to use their personal automobile for Corporation business, employees who do so will be reimbursed at the rate established annually by the Canada Revenue Agency.

All mileage shall be approved by the non-union supervisor designated and submitted to the Finance Department for payment each month.

27.08 In the event that an employee is required by the Employer to be On-Call, the employee will be compensated:

- i. \$40.00 per day Monday to Friday
- ii. \$60.00 per day Saturday to Sunday

27.09 Every employee shall be required to complete a daily timesheet and for this purpose will be allowed five (5) minutes per day to complete the task.

## **ARTICLE 28 – CONTRACTING OUT**

28.01 In the event the Employer decides to contract out any of the work normally performed by bargaining unit members and which will result in the layoff of permanent employees, the Employer will provide the Union with a minimum of one hundred and fifty (150) days advanced notice and will invite the Union to meet to discuss the anticipated impact on bargaining unit members.

## **ARTICLE 29 - AMALGAMATION**

29.01 Should the Township of Wainfleet merge, amalgamate or combine any of its operations or functions with another municipal employer, the Employer will use its best efforts, to the extent that it is within the control of the Employer, to arrange, where practical, for the retention of seniority rights, salary and wage levels, for each employee of the Township of Wainfleet who thus becomes an employee of such other Municipal Employer.

### **ARTICLE 30 – NOTICES**

- 30.01 It shall be the duty of employees to notify the Corporation promptly of any change in their address. If an employee should fail to do this, the Corporation will not be responsible for failure of a notice to reach such employee.
- 30.02 Notice to a party to this agreement shall be addressed to:
- (a) In the case of the Employer:  
  
Township of Wainfleet  
P.O. Box 40  
Wainfleet, Ontario L0S 1V0
  - (b) In the case of the Union:  
  
CUPE Local 1287  
133 Front Street North  
Thorold, Ontario L2V 0A3
  - (c) With a copy to:  
  
Canadian Union of Public Employees  
110A Hanover Drive, Suite 101  
St. Catharines, Ontario L2W 1A4

### **ARTICLE 31 – GENERAL**

- 31.01 The Union and the Employer desire that every employee be familiar with the provisions of this Agreement and their rights and duties under it. For this reason, the Employer shall provide copies of this Agreement to the Union within thirty (30) days of any renewed collective agreement being prepared and finalized by the parties.
- 31.02 The Employer and the Union agree to comply with the provisions of the *Workplace Safety and Insurance Act*
- 31.03 Throughout this agreement, the singular shall include the plural and the plural singular, unless the context requires a contrary construction.
- 31.04 Upon request, an employee shall have access to his/her personnel file, in the presence of his/her Department Head/Designate, for the purposes of reviewing any performance appraisals or formal discipline contained therein. The information to be viewed shall be limited to the following:

- (a) Application Form;
- (b) Evaluations;
- (c) Incident Reports;
- (d) Medical File; and
- (e) Written Warnings (Written Warnings will be deleted from the file 18 months after insertion date if there are no further incidents subject to discipline in the 18-month time frame.)

31.05 Should an employee be requested by his Department Head/Designate to use his/her personal tools on the job, they will be replaced at a value agreed upon by the Employee and the Corporation if broken or stolen.

31.06 In the event that the Corporation should introduce new methods or machines which require new or greater skills than are possessed by an affected employee under the present methods of operation, training or study courses during work hours will be arranged where practicable. The Corporation shall reimburse each employee who successfully concludes any such required training of study course, for the cost of tuition, tax and books, all subject to approval, before enrollment, by the Corporation.

**ARTICLE 32 – TERM**

32.01 The term of this Agreement shall be for four (4) calendar years from January 1, 2023, to December 31, 2026. Following the completion of this term, the Agreement shall remain binding for a period of one (1) year unless either party gives to the other notice of the intention to terminate or amend the Agreement. Such notice will be given at least fifteen (15) days but not more than one-hundred and twenty (120) days prior to the expiry of this Agreement.

SIGNED electronically this 18<sup>th</sup> day of August 2023.

Signed on Behalf of the Corporation

Signed on Behalf of the Union

William Kolasa   
William Kolasa (Aug 24, 2023 14:07 EDT)

Phillip Leggett   
Phillip Leggett (Aug 21, 2023 20:50 EDT)

Brian Grant   
Brian Grant (Aug 29, 2023 09:01 EDT)

Bill Kilpatrick   
Bill Kilpatrick (Aug 21, 2023 20:17 EDT)

Lee Gudgeon 

Maurice Gauthier   
Maurice Gauthier (Sep 1, 2023 13:04 EDT)

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\_\_\_\_\_  
\_\_\_\_\_

Amanda Wells   
\_\_\_\_\_  
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**SCHEDULE "A"**

**WAGE GRID - 2023-2026**

POSITION TITLE	YEAR				
	2022	2023	2024	2025	2026
		3.25%	2.5%	2%	2%
MECHANIC/MACHINE OPERATOR	36.40	37.58	38.52	39.29	40.08
RECREATION COORDINATOR	36.40	37.58	38.52	39.29	40.08
CEMETERY LEAD HAND	32.87	33.94	34.79	35.48	36.19
TEMPORARY LEAD HAND	32.87	33.94	34.79	35.48	36.19
ROADS LEAD HAND	32.87	33.94	34.79	35.48	36.19
EXCAVATOR OPERATOR	30.45	31.44	32.23	32.87	33.53
GRADER OPERATOR	30.45	31.44	32.23	32.87	33.53
PATROLLER/MACHINE OPERATOR	29.23	30.18	30.93	31.55	32.18
MACHINE OPERATOR- CEMETERY	29.23	30.18	30.93	31.55	32.18
MACHINE OPERATOR	29.23	30.18	30.93	31.55	32.18
RECREATION FACILITIES OPERATOR	29.23	30.18	30.93	31.55	32.18
ADMIN-FINANCE/TAX CLERK	31.31	32.33	33.14	33.80	34.47
PLANNING TECHNICIAN	30.15	31.13	31.91	32.55	33.20
FINANCE CLERK	28.11	29.02	29.75	30.34	30.95
ADMIN - COMMUNITY & DEVELOPMENT SERVICES	28.11	29.02	29.75	30.34	30.95
ADMIN - PUBLIC WORKS	28.11	29.02	29.75	30.34	30.95

## Memorandum of Understanding

Between

Corporation of the Township of Wainfleet

and

CUPE 1287-17

### MOU Re: Machine Operator — Winter Control — Seasonal

WITHOUT PREJUDICE

#### **Background**

The parties entered into a Memorandum of Understanding dated November 1, 2018 to facilitate the addition of the position of *Machine Operator – Winter Control – Seasonal* to the municipal staff complement in the Operations Department. It is the desire of the parties to continue the understanding.

#### **Purpose**

The hourly rate will be 90% of the Machine Operator rate adjusted annually *as per* the Agreement.

#### **Definitions and Agreement Amendments**

##### **(I) Winter Seasonal:**

- (a) *Winter Seasonal Employee* is an employee hired in Operations for the purpose of winter control. A *Winter Seasonal Employee* shall not continue beyond a period of six (6) continuous months. Such employee shall be scheduled Monday to Friday, 12:00 am to 8:00 am, up to forty (40) hours per week.
- (b) *Winter Seasonal Employee* shall be considered part of the regular complement for the purpose of hours of work and the distribution of overtime as stated in Article 12 – Overtime.
- (c) *Winter Seasonal Employee* will NOT have the right to grieve with respect to discharge or layoff nor shall such employee have bumping rights. *Winter Seasonal Employee* shall pay Union dues and shall NOT attain seniority as a full-time employee, except as set-out in paragraph (d).
- (d) If the *Winter Seasonal Employee* is continued in employment as a permanent employee within six (6) months of the most recent termination date, the time served continuously in their most recent seasonal employment shall be counted as part of their seniority.

- (e) *Winter Seasonal Employee* shall not be entitled to participation in any other permanent employee benefits except to the extent required by Law.

**Reporting**

This MOU shall be attached to the Agreement and be considered a part of that Agreement.

**Funding**

This position shall be funded as per the direction of Council.

**Duration**

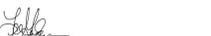
This MOU is at-will and may be modified by mutual consent of authorized officials from Corporation of the Township of Wainfleet and CUPE 1287-16. This MOU shall become effective upon signature by the authorized officials from the Township and the Union and will remain in effect until modified or terminated by any one of the partners by mutual consent. In the absence of mutual agreement by the authorized officials from the Township and the Union to alter this MOU, the position of *Machine Operator – Winter Control - Seasonal* may be incorporated into a subsequent Collective Agreement based on the principles of the MOU.

SIGNED electronically this 18<sup>th</sup> day of August 2023.

**Signed on Behalf of the Corporation**

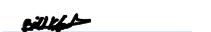
William Kolasa   
William Kolasa (Aug 24, 2023 14:07 EDT)

Brian Grant   
Brian Grant (Aug 29, 2023 09:01 EDT)

Lee Gudgeon   
Lee Gudgeon (Aug 29, 2023 09:01 EDT)

**Signed on Behalf of the Union**

Phillip Leggett   
Phillip Leggett (Aug 21, 2023 20:50 EDT)

Bill Kilpatrick   
Bill Kilpatrick (Aug 21, 2023 20:17 EDT)

Maurice Gauthier   
Maurice Gauthier (Sep 1, 2023 13:04 EDT)

Amanda Wells   
Amanda Wells (Aug 21, 2023 20:17 EDT)

**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**CORPORATION OF THE TOWNSHIP OF WAINFLEET**  
**AND**  
**CUPE LOCAL 1287-17**

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**LOU Re: Hours of Work - Outside Workers 10-hour shift schedule – Trial**

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The Parties agree to meet within ninety (90) days of ratification inclusive of all Operations employees to discuss and determine the feasibility of implementing a ten (10) hour summertime shift schedule. Among the issues to be considered are:

- Application of seniority;
- Scheduling/rescheduling of vacation;
- Acknowledgement that a “day” would be ten hours for the purposes of vacation, sick time, lieu time and other paid leave;
- Need for operators to be available;
- Supervision;
- Fixed Monday to Thursday or Tuesday to Friday schedules;
- Exclusion of Operations Administrative Assistant (inside).

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**BETWEEN**  
**CORPORATION OF THE TOWNSHIP OF WAINFLEET**  
**AND**  
**CUPE LOCAL 1287-17**

---

**LOU Re: Joint Job Evaluation Plan / Pay Equity**

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1. Within six (6) months of the ratification of the collective a, the employer with the Union's agreement will explore options for engaging a third party to assist.
2. The parties agree to make their best efforts to meet within twelve (12) months of the ratification of the Collective Agreement to discuss and develop a process of joint job evaluation as it relates to positions covered by the Collective Agreement.
3. The parties agree that within twelve (12) months of the meeting described in section 1, each shall make their best efforts to complete the following:
  - a) Establish a Joint Job Evaluation Committee
  - b) Negotiate and implement a Joint Job Evaluation Plan
  - c) Negotiate and implement a Joint Job Evaluation Manual of Procedures
  - d) Negotiate and implement a Rating Methodology
  - e) Negotiate and implement Job Evaluation Procedures
  - f) Negotiate and implementation date for any adjustments
  - g) Implement and adjustments

- h) If necessary, negotiate a revised Wage Grid to serve as Schedule A to the Collective Agreement
4. If either party fails to meet their obligations herein, the outstanding matter(s) may be subject to the grievance procedure set out in the collective agreement.

SIGNED electronically this 18<sup>th</sup> day of August 2023.

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