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COLLECTIVE AGREEMENT

Between

THE CORPORATION OF THE TOWNSHIP OF CAVAN MONAGHAN

(hereinafter referred to as the "Employer")

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES

AND ITS LOCAL 1306.8 (PARKS UNIT)

(hereinafter referred to as the "Union")

EXPIRES March 31, 2025

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ARTICLE 1 PREAMBLE

- 1.01 It is the intent and purpose of this Collective Agreement, which has been negotiated in good faith:
- (a) To establish collective bargaining relations between the Employer and the Union with respect to the employees outlined in Article 2.01, defined as the Parks, Recreation and Facilities employees. ("Parks Unit")
 - (b) To provide an orderly procedure for the equitable disposition of grievances.
 - (c) To establish mutually satisfactory working conditions, hours of work and wages for all employees subject to the provisions of this Collective Agreement.
 - (d) To recognize the rights of the Employer and the functions of the Union.

ARTICLE 2 DEFINITION OF EMPLOYEE STATUS

- 2.01 For the purpose of this Collective Agreement, the terms "temporary", "probationary", and "permanent" employees shall be interpreted to mean:

(a) Temporary Employees.

The term temporary employee applies to employees who are hired by the Employer on a seasonal basis for a limited duration. A temporary employee shall not work beyond a total of one hundred and thirty (130) calendar days in any consecutive twelve (12) month period; however, the same temporary employee may be rehired more than once during twelve (12) consecutive months, provided their specific assignment is to a different position within the Employer organization.

(b) Probationary Employees.

The term probationary employee applies to employees who are hired by the Employer as part of the permanent establishment, and will be designated as permanent employees after satisfactorily completing their probationary period.

(c) Permanent Employees.

The term permanent employee applies to either full-time or part-time employees who have satisfactorily completed their probationary period and who are considered as part of the permanent establishment of the Employer. Full-time and part-time employees shall be defined as:

Full-time Permanent Employee.

Means any employee who is engaged for an indefinite period of time and has successfully completed their probationary period, and are considered part of the permanent establishment of the Employer.

Part-time Permanent Employee.

Means any employee who is engaged for an undetermined duration on a regular year round basis and has successfully completed their probationary period, are considered part of the permanent establishment of the Employer.

- 2.02 Any temporary or probationary employee, for any reason not contrary to the law, may be terminated by the Employer and there shall be no recourse against the Employer on the part of the employee, the Grievance Committee of the Union or the Union. For the sake of clarity probationary employees do not have the just cause provisions under this Collective Agreement.
- 2.03 A probationary period means a period of time that covers four hundred (400) hours worked for part-time employees and one hundred and eighty (180) calendar days for full-time employees from the commencement of employment.

ARTICLE 3 MANAGEMENT RIGHTS

- 3.01 The Union recognizes and acknowledges that the management of the Corporation and the direction of the working force are the exclusive function of the Employer and, without restricting the generality of the foregoing; the Union acknowledges that it is the exclusive function of the Employer:
- (a) To maintain order and efficiency.
 - (b) To hire, promote, classify, transfer, suspend and retire Employees and to discipline or to discharge any employee provided that a claim by an employee who has acquired seniority that they have been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided.
 - (c) To make, enforce and alter, from time to time, rules and regulations to be observed by the employees, such rules and regulations to be posted upon all bulletin boards.
 - (d) To determine the nature and kind of operations conducted by the Employer, the kind and locations of depots, equipment, and materials to be used, the control of materials and parts, the methods and techniques of work, the content of jobs, the schedules of work, the number of employees to be employed, the extension, limitation, curtailment or cessation of operations or any part thereof, and to determine and exercise all other functions and prerogatives which shall remain solely with the Employer.
- 3.02 The Union recognizes that at times and for varying reasons, the Employer shall deem it necessary and practical for certain work to be done by persons outside the bargaining unit.

As in the past, the Employer must therefore reserve the right to decide how and by whom any work is to be performed and nothing in this Collective Agreement is to be construed as limiting that right. However, the Employer shall not exercise any of its rights under this section contrary to the intent of this Collective Agreement.

ARTICLE 4 UNION RECOGNITION

4.01 The Employer recognizes the Canadian Union of Public Employees and its Local 1306-2 (Parks Unit) as the sole and exclusive collective bargaining agent for all employees employed of The Township of Cavan Monaghan in the County of Peterborough save and except Treasurer, C.A.O./Clerk, Directors, Supervisors, Office and Clerical Employees, Dog Control Officer, Crossing Guards, Students and those employees for which bargaining rights already exist.

4.02 No Discrimination

The Employer and the Union will continue the practice of no discrimination, interference, restriction or coercion being exercised or practiced with respect to any employee by reason of any of the protected grounds set out in the *Ontario Human Rights Code* or by reason of an employee's membership in or activities on behalf of the Union.

ARTICLE 5 UNION SECURITY

5.01 All bargaining unit employees of the Employer, as a condition of continuing employment, shall become and remain members in good standing of the Union, according to the constitution and bylaws of the Union. All future employees of the Employer shall, as a condition of continued employment, become and remain members in good standing in the Union.

5.02 The Employer shall deduct from every, temporary, probationary, and permanent employee any monthly dues, initiations, or assessments levied in accordance with the Union constitution and/or bylaws, and owing by them to the Union. All such deductions shall commence the first month of employment provided that the employment date is prior to the fifteenth (15th).

5.03 All deductions shall be made from the payroll and shall be forwarded to the Secretary-Treasurer of the Union not later than the 15th day of the following month.

5.04 If an employee is absent from the payroll due to a serious illness, Workers Safety & Insurance accident or leave of absence without pay, it is not the Employer's responsibility to deduct or in any way attempt to retrieve union dues from the employee for this period.

5.05 T-4 Slips

The Employer will provide each employee with a T-4 supplementary slip showing the dues deducted in the previous year for income tax purposes.

5.06 Employee Interview

A new employee will have the opportunity to meet with a representative of the Union in the employ of the Employer for a period of up to fifteen (15) minutes without loss of regular earnings. The purpose of the meeting will be to acquaint the employee with a representative of the Union and with the Collective Agreement. Time away from the job for both the Union representative and the new employee shall be at a time agreed to by the Employer.

ARTICLE 6 CORRESPONDENCE

- 6.01 Except as herein provided, all correspondence between the parties, arising out of this Collective Agreement, or incidental thereto, shall pass to and from the Chief Administrative Officer or designate and the Chairperson of the Unit with copies to the CUPE National Representative.

ARTICLE 7 LABOUR MANAGEMENT RELATIONS

7.01 Representation

No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union. In order that this may be carried out, the Union shall supply the Employer with the names of its officers. Similarly, the Employer shall, if requested, supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

7.02 Labour Management Committee

There shall be a Labour Management Committee composed of two (2) representatives of the Union and two (2) representatives of the Employer. The function of this committee shall be to discuss matters of mutual concern to the parties, but it is understood and agreed that the committee will not discuss grievances. It is also understood that committee discussions shall not give rise to grievance or discipline.

The committee will meet on an as needed basis. Such meeting to be convened within seven (7) working days of the request by either party.

Minutes shall be recorded and a copy sent to each of the members as soon as possible.

Union committee members will be allowed time off with pay to attend such meetings.

7.03 Bargaining Committee

The Bargaining Committee shall be appointed by the Union and consist of not more than two (2) members of the Union. The Union will advise the Employer as to the Union nominees on the Committee at least seven (7) days before bargaining commences. The Employer will pay a maximum of two (2) days of the normal earning for the 2 committee members. For any further days the Employer shall maintain the normal earning of all the employees of the Employer on the Union's bargaining committee through to the completion of conciliation and send an invoice to the Union for payment of all earnings.

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. The Employer shall have the right at any time to have the assistance of legal advisers when dealing or negotiating with the Union.

7.04 Technical Information

The Employer shall make available to the Union, upon request, information requested by the Union as to job descriptions, positions in the bargaining unit, job classifications and wage rates.

7.05 Election of Union Representatives

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the right of the Union to appoint two (2) representatives, whose duties shall be to assist any employee (which the steward represents) in preparing and presenting their grievance in accordance with the grievance procedure.

Names of Union Representatives

The Union shall notify the Employer, in writing, of the names of the Representatives before the Employer shall be required to recognize them.

7.06 Permission to Leave Work

The Union understands and agrees that each Union Representative is employed to perform work for the Employer. A Union Representative will not leave their work during the working hours except to perform their duties under this Collective Agreement. A Union Representative shall not leave their work without obtaining the permission of their supervisor. Such permission shall not be unreasonably withheld. When resuming their regular work, they shall again report to their supervisor. The Employer shall maintain the normal earnings of all the employees of the Employer who are conducting the work of the Union as per above and send an invoice to the Union for payment of all earnings.

ARTICLE 8 GRIEVANCE PROCEDURE

8.01 A grievance under this Collective Agreement shall be defined as a difference or dispute between the Employer and any employee(s) or the Union. The Union and Employer agree that it is the mutual desire of the parties that grievances should be dealt with as quickly as possible.

8.02 Complaint Procedure

If an employee has a complaint, he/she shall discuss it with the Manager of Parks and Facilities. Failing settlement, the complaint may be filed as a grievance.

8.03 Grievances properly arising under this Collective Agreement shall be adjudicated and settled as follows;

Step One

If the Union considers the complaint of the employee justified to be a grievance it shall file a grievance within ten (10) working days of giving rise to the occurrence to the Director or designate. The Chairperson/Steward, the President of the Local Union, the employee(s) concerned and a representative of the National Union, if desired by the Local Union, shall meet as promptly as possible but within five (5) working days with the Director or their designate and such other persons as the Director may desire, to consider the grievance. The Director shall render, in writing to the Union, the decision of the Employer with regard to the grievance within five (5) working days following the meeting. If the decision is not satisfactory to the Union, the grievance shall be presented at Step Two as follows:

Step Two

Within ten (10) working days after the decision is given under Step One, the Union must submit the grievance, in writing, providing all details to the Chief Administrative Officer or designate. The Chairperson/Steward, the President of the Local Union, the employee(s) concerned and a representative of the National Union, if desired by the Local Union, shall meet as promptly as possible, but within ten (10) working days with the Chief Administrative Officer or designate to consider the grievance. The Employer will within ten (10) working days following the meeting provide a written response to the Union.

If the Union is not satisfied with the response of the Employer, it shall within ten (10) working days following receipt of the Employer's response notify the Employer in writing should it want to submit the grievance to arbitration.

- 8.04 Despite the above outlined grievance procedure, a grievance by an employee, other than a probationary employee as outlined in Article 2.02, that they have been discharged without just cause shall be delivered to the Chief Administrative Officer or designate, at Step 2 of the grievance procedure within five (5) full days after the employee is discharged.
- 8.05 Where a dispute involving a question of the application or interpretation of this Collective Agreement occurs, a grievance may be submitted in writing to the Chief Administrative Officer or their designate by a representative of the Union or vice versa. The parties shall meet within ten (10) working days to consider the grievance and failing settlement of the grievance either party may submit it to arbitration within ten (10) days following the meeting.
- 8.06 The Union and Employer agree that the time limits mentioned in the grievance procedure shall only be extended by written agreement between the parties.
- 8.07 Any reference to days in this Article shall exclude Saturdays, Sundays and Statutory Holidays.

ARTICLE 9 ARBITRATION

9.01 Composition of Board of Arbitration

If either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail addressed to the other party to the Collective Agreement indicating the name of its nominee to the Arbitration Board. Within five (5) days thereafter the other party shall answer by registered mail indicating the name and address of its nominee to the Arbitration Board. Such notices shall be sent to the Chief Administrative Officer in the case of the Employer and to the Chairperson of the Unit with a copy to the CUPE National Representative.

9.02 Single Arbitration Process

A single arbitrator process will be used unless either party requests to proceed with a Board of Arbitration as outlined in this Article. In such event, the parties will provide each other with proposed arbitrators within the time limit set out in Article 9.01 above.

9.03 Failure to Appoint

If the recipient of the notice fails to nominate an Arbitrator, or if the two (2) nominees fail to agree upon a chairperson within seven (7) days of appointment, the appointment shall be made by the Minister of Labour, upon the request of either party.

9.04 Board Procedure

The procedures of the Board of Arbitration shall be as determined by the Ontario Labour Relations Act.

9.05 Expense of the Board

Each party shall pay the expenses of the Board as follows:

(a) The fees and expenses of the arbitrator it appoints.

(b) One half the fees and expenses of the Chairperson.

9.06 The Union and Employer agree that the time limits mentioned in the arbitration procedure shall only be extended by written agreement between the parties.

9.07 The Arbitrator shall not have the jurisdiction to alter or change any provision of this Agreement, or substitute any new provision in lieu thereof.

9.08 At any stage of the grievance or arbitration procedure, the parties may have the assistance of the employee(s) concerned as witnesses and any other witnesses and all reasonable arrangements will be made to permit the arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant

9.09 to the grievance.

ARTICLE 10 DISCHARGE AND PERSONNEL RECORDS

10.01 An employee has the right to review their personnel file within five (5) working days of requesting same in writing to the Chief Administrative Officer or designate. Employees reviewing their files shall do so in the presence of the Employer.

10.02 An employee who has been terminated by the Employer may view their file within ten (10) working days of their termination date. Employees reviewing their files shall do so in the presence of the Employer.

10.03 (a) Disciplinary Action

The Employer may take disciplinary action against an employee within twenty (20) working days of the Employer having knowledge of the incident giving rise to the discipline. For discipline of written warning, suspension or discharge, the employee and the Union shall then be promptly notified in writing of the disciplinary action.

(b) An employee who is called to a meeting by Management for the purpose of receiving any written warning, suspension and/or discharge shall be advised of the purpose of the meeting and shall have the right to request the presence of a Union representative. The employee will be responsible for securing their own Union representation.

10.04 The length of duration that any letter of reprimand, suspension or other sanction remains on a personal file will be subject to discussion between the parties during the grievance procedure, If no grievance is filed at no time shall a reprimand, suspension or other sanction remain on an employee's personal file beyond twenty-four (24) months after the date of incident.

ARTICLE 11 NO STRIKES OR LOCKOUTS

11.01 The parties agree that there shall be no strikes or lockouts during the term of this Collective Agreement.

ARTICLE 12 SENIORITY

12.01 Seniority for full-time and part-time employees is defined as the length of service of the employee in the employment of the Employer.

12.02 The Employer shall maintain a seniority list showing the date upon which each employee's service commenced as well as their accumulated service credit hours. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year.

12.03 Every new employee shall serve a probationary period and on completion of the said period, their seniority shall date on the day on which they commenced their permanent employment.

During the probationary period, employees will be entitled to all rights and privileges of this Collective Agreement except as with respect to discharge and additional training as provided herein.

12.04 An employee's seniority right shall cease and their name shall be removed from the seniority list for any of the following reasons:

- (a) If the employee resigns;
- (b) If the employee is discharged for just cause and is not reinstated;
- (c) If the employee is absent from work for three (3) consecutive workdays without authorized leave of absence and without an explanation acceptable to the CAO in which case the employee shall be deemed to have resigned;
- (d) If an employee fails to report for work within five (5) working days following a lay-off after being notified of recall by registered mail at their last known address on the records of the Employer;
- (e) If an employee is laid off for a period longer than twenty four (24) months.

12.05 Temporary employees, as defined in Article 2.01, are not entitled to seniority rights or any of the other rights under the provisions of this Collective Agreement except with respect to:

- 1) Statutory Holidays (article 15.03)
- 2) Overtime
- 3) Bereavement pay
- 4) Mileage
- 5) Jury Pay

12.06 A temporary employee need not serve the probationary period provided if the probationary period as defined in article 2.03 is satisfied.

12.07 Temporary to Permanent Status

Effective May 5, 2016. When a temporary employee is put on permanent staff, their seniority shall be effective from the date that they commenced permanent employment with the Employer providing there was no break in employment of more than six (6) weeks.

SERVICE CREDIT

Full-time employees who were hired initially as full-time employees, shall be credited with all service based on the date the employee was hired.

Part-time employees will accumulate service credit on the basis of one (1) year's service for each nineteen hundred and fifty (1950) hours paid prior to becoming full-time the bargaining unit as of the last date of hire. At no time shall a part-time employee accumulate more than one (1) calendar year of seniority in one (1) calendar year.

Service Credit Transfer from Full-time to Part-time Status

If an employee transfers from full-time to part-time status, the following method shall be used to calculate the employee's service credit from one group to another: one (1) year equals nineteen hundred and fifty (1950) hours paid.

Service Credit Transfer from Part-time to Full-time

If an employee transfers from part-time to full-time, the following method shall be used to calculate the employee's service from one group to another: nineteen hundred and fifty (1950) hours paid equals one (1) year.

Effective May 5, 2016. The parties agree that the hours used for the calculation of service credit transfers shall be retroactive to the first pay period following the execution of the minutes of settlement for the first collective agreement dated August 26th, 2013. For further clarity, no employee will get any service credit transfer for any work performed prior to the first pay period following the minutes of settlement dated August 26th, 2013.

ARTICLE 13 PROMOTIONS, TRANSFERS, LAY-OFFS AND RECALLS

13.01 If the Employer determines that a vacancy occurs inside the bargaining unit the Employer may post the position for both internal and external candidates. For internal candidates, the Employer will notify the employees by posting a notice on the bulletin board for five (5) working days and shall also send notice to the Union. If the Employer does not intend to fill a vacancy, it shall advise the Union of its decision.

In evaluating applicants for a vacancy, the Employer shall consider skill, ability, and qualifications and the availability to work day, afternoon, weekends and evening shifts. Where, in the judgement of the Employer, which shall not be exercised in an arbitrary or unfairly discriminatory manner, the skill, ability and qualifications are relatively equal the most senior candidate shall be awarded the position. The Employer shall not make a decision relating any external candidates until all internal candidates have been deemed not qualified.

13.02 No employee shall be transferred to a position outside of the bargaining unit without their consent. If an employee consents to a transfer to a position outside of the bargaining unit, they shall lose their seniority. If a permanent employee accepts a temporary transfer to a position outside the bargaining unit, they shall retain their seniority acquired at the date leaving the unit, but will not accumulate any further seniority until they return to their full-time position.

- 13.03 When a permanent employee receives a promotion or transfer, there shall be a thirty (30) calendar day trial period during which performance may be assessed. Should the promoted or transferred employee not successfully complete the trial period, they shall have the option of returning to their former position and status. Any other employee promoted or transferred because of the re-arrangement of the positions shall also be returned to their former position and status.
- 13.04 In the event of a lay-off, employees shall be laid off in the reverse order of their seniority provided that no employee shall be permitted to bump another employee unless they have proven qualifications and ability to do the work available.
- 13.05 In the event of a recall, employees shall be recalled in the order of their seniority provided they have the proven ability and qualifications to do the work available.
- 13.06 The Employer shall notify employees who are to be laid off ten (10) days before the lay-off is to be effective. Such notice shall be sent registered mail to the last known address of the employee(s) on the records of the Employer or shall be hand delivered by the Employer.

ARTICLE 14 HOURS OF WORK AND OVERTIME

14.01 **Full-time Employees:**

The normal hours of work and overtime for full time employees shall consist of forty (40) hours per week, which shall include a half (1/2) hour paid lunch. This shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.

14.02 **Part-time Employees**

The following shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.

The workweek for part-time employees shall vary week to week and shall consist of no more than thirty (30) regularly scheduled hours per week.

The Employer agrees that scheduled hours shall be divided as equally as possible among those qualified to perform the work.

A half (1/2) hour lunch shall be paid to only those employees assigned to the facility and unable to leave during their shift.

All shifts shall be a minimum of four (4) hours.

- 14.03 All employees shall be permitted a fifteen (15) minute rest period for every four hour period while at work.

14.04 **Overtime Rates**

- (a) For Full-Time and Part-Time employees, all hours worked in excess of eighty (80) hours in a pay period shall be paid at the rate of time and one-half, provided that there shall be no duplication or pyramiding of overtime pay.

In addition, part-time employees who work in excess of eight (8) hours in a day or their normal hours for that day, if greater than eight (8) hours shall be paid at the

rate of time and one-half. For clarity, if an employee is regularly scheduled to work ten (10) hours in a day, overtime would not occur until after ten (10) hours.

The Employer agrees that for work on Christmas Day, Boxing Day and News Years Day shall receive 2.0 times their regular rate for all hours worked. For work on any other statutory holiday outlined in paragraph 15.01, full-time employees shall be paid 1.5 times their regular rate.

- (b) When a statutory holiday falls on a Saturday the preceding Friday shall be deemed the holiday closure or if the holiday falls on a Sunday the following Monday shall be deemed the holiday closure for the purpose of this section.
- (c) The Employer shall make every effort to distribute overtime and call back opportunities as equitably as possible amongst the staff who are qualified and are available and willing to do the work subject to the operational requirements of the Employer.

14.05 Bank Time

All permanent employees may transfer overtime hours to be taken in lieu at a time mutually agreed to between the Employer and the employee. Overtime hours shall be calculated and transferred at the overtime rates which would apply to those hours worked. The maximum number of calculated straight time hours, which may be transferred, is forty (40) hours. Any unused overtime banked will be paid out on the last pay period in November of each year. Employees wishing to bank overtime must notify the Employer of their desire to bank overtime hours in advance. Banking of overtime will not take place during the month of December.

14.06 Stand-by Pay (On-Call)

A stand-by pay of thirty dollars (\$30.00) per day shall be paid to employees that are required to be on stand-by via cell phone.

14.07 Employees shall not lose regular scheduled hours in order to avoid paying for overtime.

14.08 An employee who is called in and required to work outside their regular working hours shall be paid for a minimum of three (3) hours at the applicable rate. This section shall not apply to call in before the beginning of a regular workday if working time is less than three (3) hours.

ARTICLE 15 HOLIDAYS

15.01 The Employer recognizes the following as paid holidays for Full-time employees:

NEW YEAR'S DAY	LABOUR DAY
GOOD FRIDAY	THANKSGIVING DAY
EASTER MONDAY	VICTORIA DAY
CHRISTMAS DAY	CANADA DAY
CIVIC HOLIDAY	BOXING DAY
REMEMBRANCE DAY	FAMILY DAY

- 15.02 Full-time employees who are not required to work on the above holidays shall receive holiday pay equal to the average one (1) normal day's pay.
- 15.03 Temporary and Part-time employees are paid holiday pay as per Employment Standards Act provisions as it relates to statutory holidays and statutory holiday pay.
- 15.04 Employees who are required to work shall be paid at the overtime rate as described in Article 14.04 b).
- 15.05 In order for a full-time employee to be paid for a statutory holiday they must have worked at least their regularly scheduled workday before and after the holiday.

ARTICLE 16 VACATIONS

16.01 Permanent full-time employees shall receive an annual vacation with pay during the vacation year (January 1 to December 31) based on their credited service in accordance with the following:

One year or more	2 weeks
Three years or more	3 weeks
Five years or more	4 weeks
Fifteen years or more	5 weeks
Twenty years or more	6 weeks
Thirty years or more	7 weeks

Employees shall submit their vacation requests for full week vacations by March 1st of each year. The Employer shall post the approved vacation schedule by April 1st of each year. Full-week vacation requests shall be awarded by seniority. Additional vacation days will require approval from the Employer and shall be granted based on seniority and needs of the Employer.

Progression in the schedule shall occur in the calendar year in which the employee's anniversary date falls.

Permanent Part-time Vacation

Vacation time for part-time employees shall be in accordance to the appropriate schedule listed above. Vacation pay earnings shall be paid on a bi-weekly basis in accordance with the following:

Up to 9,749 hours paid	4%
9,750 to 19,499 hours	6%
19,500 or more	8%

16.02 If a paid holiday falls on or is observed during an employee's vacation period, they shall be granted an additional day's vacation for each holiday, in addition to their regular vacation time.

- 16.03 Pay for each week shall be paid at the current hourly rate and in accordance with the normal pay schedule.

An employee who becomes permanent full-time shall be entitled to vacation in the first year of their employment on a pro-rated basis. An employee terminating employment at any time shall be entitled to payment, which is pro-rated according to time worked in the calendar year and the vacation schedule.

- 16.04 Temporary part-time employees shall receive vacation pay in accordance to the Employment Standards Act for the Province of Ontario.

- 16.05 Probationary full time employees are not entitled to take paid vacation time during their probationary period.

16.06 Sick Leave During Vacation

While on vacation, or if an employee's scheduled vacation is interrupted due to accident or a serious illness, the time period of illness as verified by a doctor's certificate and accepted by the employer, shall be considered sick leave

In such an event, the employee may re-schedule their vacation at a time mutually agreeable to the employee and their supervisor.

- 16.07 Fifty percent of any employee's annual vacation may be carried over into the following year but vacation cannot be accumulated in subsequent years. The Employer may direct an employee to utilize their vacation prior to the end of the calendar year.

ARTICLE 17 SICK LEAVE

- 17.01 The following sick leave plan shall apply to permanent full-time employees only.

- 17.02 Sick leave means the period of time an employee is permitted to be absent from work with pay by virtue of being sick or disabled, exposed to contagious disease, or because of an accident for which compensation is not payable under the Workers Safety and Insurance Board.

- 17.03 Employers shall provide to each permanent employee a maximum of ten (10) days sick leave annually (January 1st to December 31st) with pay. These days may not be accumulated from year to year and shall have no cash value on termination of employment.

New, permanent employees who have worked less than one (1) calendar year (January 1st to December 31st) shall be provided sick days pro-rated to the nearest whole day based on the number of months worked from date of employment to December 31st.

Employees may use up to five (5) sick leave as personal leave in any one (1) calendar year.

Personal days are to be used in the event of a family illness or for any personal/family appointments. Personal days will not be used to augment vacation days.

- 17.04 Absence on account of illness for less than half a day shall be deducted as one-half a day. Absence for more than half a day and less than a full day shall be deducted as a full day.

- 17.05 An employee may be required to produce a medical certificate from a qualified medical practitioner for any illness in excess of three (3) working days, certifying that such employee is unable to carry out their duties due to illness. Failure to produce a certificate, if required, will result in loss of pay for the period in question.
- 17.06 Where the Employer requires an employee to obtain a medical certificate of health or to have a physical, the Employer shall pay all related fees for the required examination and report.
- 17.07 When an employee is given leave of absence without pay for any reason, or is laid off on account of lack of work and returns to work upon expiration of such leave of absence or lay-off, they shall not receive sick leave credit for the period of such absence and any credits at the end of such absence shall be pro-rated considering the time away from work. At no time shall the employee be requested to reimburse for sick time taken.
- 17.08 If an employee is approved for Weekly Income Insurance Program and does not have sufficient days on credit to pay for the necessary qualifying period, the Employer will continue to pay the employee until the Weekly Income Insurance Program qualifying period expires. For sake of clarity any sick days used to bridge shall count towards the employees annual entitlement and will not be refunded.
- 17.09 Employees shall be entitled to accumulate up to five (5) days per calendar year of unused sick time at the end of each calendar year for the sole purpose of creating a maximum ten (10) day reserve of time to be used exclusively for the purpose of bridging the qualifying period for the Weekly Income Insurance Program.
- The accumulated days shall be used only for this purpose and shall not be transferable for any other purpose. In the event that some or all of the time accumulated days are used, the employee shall be entitled to re-commence accumulating unused sick days as per the previous paragraph.
- The accumulated time for this provision shall have no other value and will not be paid out in cash at any time.

ARTICLE 18 BEREAVEMENT LEAVE

- 18.01 Employees shall be permitted time off with pay in the event that a death in their family requires the employee to be absent from work. The following provision shall apply:
- (a) Five (5) working days will be permitted on the death of a spouse /life partner, son or daughter, parent, brother or sister.
 - (b) Three (3) working days will be permitted on the death of a son-in-law, daughter-in-law, grandparents or grandchildren, aunt, uncle, niece or nephew.
 - (c) One (1) working day will be permitted on the death of a current brother-in-law or sister-in-law shall also include the employee's brother or sister spouse/life partner and the employee's spouse/life partner's brother or sister, current mother-in-law or father-in-law, for the day.
 - (d) Despite the above, upon written request, at their sole discretion the Chief Administrative Officer may grant leave of absence without pay to any employee upon special or compassionate grounds.
- 18.02 Where an employee's scheduled vacation is interrupted due to bereavement, the employee shall be entitled to bereavement leave. The portion of the employee's vacation

which is deemed bereavement leave under the above provisions will not be counted against the employee's vacation credits.

ARTICLE 19 LEAVE OF ABSENCE

- 19.01 Leave of absence for a maximum of seven (7) days without pay and without loss of seniority shall be granted to officers or duly appointed representatives of the Union for Union activities. Employees on leave of absence for Union activities will receive their regular pay and benefits for such period of absence and the Employer shall bill the Treasurer of the Local for all wages and benefits received during such absence.
- 19.02 Requests for Union leave shall not be unreasonably refused provided such request is received in writing by the Chief Administrative Officer least five (5) days in advance of such requirement
- 19.03 Employees shall be allowed three (3) consecutive hours off before the closing of polls, in order to vote, in any federal, provincial or municipal election or referendum, in which the employee resides, without deduction from normal daily pay.
- 19.04 The Employer shall grant leave of absence without loss of seniority to an employee who serves as a juror or witness in any court in the Province of Ontario. The Employer shall pay such an employee the difference between their normal earnings and the payment they receive for jury service or court witness, excluding payment for travelling, meals, or other expenses. The employee will present proof of service and the amount of pay received.
- 19.05 At the Employer's discretion it may grant leave of absence without pay and without loss of seniority to any employee who makes a request. The request shall be made in writing to the Chief Administrative Officer and shall specify the length of the absence and such reason for the request.
- 19.06 Pregnancy/Parental and Adoption Leave shall be granted in accordance to the Employment Standards Act for the Province of Ontario.

ARTICLE 20 PAYMENT OF WAGES

- 20.01 The Employer shall pay salaries and wages bi-weekly in accordance with Schedule "A" attached hereto and forming part of this Collective Agreement. Every employee shall be provided with an itemized statement of their wages and deductions with each pay cheque.
- 20.02 When an Employer temporarily schedules an employee to perform the duties of a higher paying position, they shall receive the higher rate only when performing those duties. This higher rate shall not apply in the instance when another employee requests an employee to perform the duties without prior agreement by the Director or the Chief Administrative Officer.
- 20.03 When an Employer temporarily assigns an employee to perform the duties of a lower paying position, they shall receive their usual rate of pay.
- 20.04 Mileage rates are paid to employees using their own automobiles for attendance at training and/or conferences approved by the Employer. Mileage shall be paid at the rate as established by Township Council from time to time. Mileage shall be paid from the normal

place of work to the location and return or as otherwise agreed upon by the Director and the employee.

ARTICLE 21 EMPLOYEE BENEFITS

21.01 In addition to the Canada Pension Plan, every full-time employee shall join the Ontario Municipal Employees Retirement System (OMERS) as provided by the *Act*. Part-time employees may join the plan at their option. The Employer and employee shall make contributions in accordance with the provisions of the Plan.

21.02 The Employer shall arrange to pay the required premiums for each full-time permanent employee, except as provided in Article 21.03, for the following:

- (a) The Employer's Health Tax;
- (b) Manulife semi-private hospital care;
- (c) Manulife Extended Health Benefits Plan \$10.00/single and \$20.00/family deductible; Chiropractor - \$375 maximum per year; Massage - \$375 maximum per year; Physio - \$375 maximum per year; Podiatrist, Naturopath and Osteopath - \$200 maximum per year. Employer agrees that benefit coverage shall also include the cost of smoking cessation prescriptions to a maximum of \$300 lifetime.
- (d) A dental plan equivalent to the plan known as "Manulife Plan #9" at the current O.D.A. fee schedule, by a carrier acceptable to the parties to this Collective Agreement;
- (e) Group Life Insurance at two (2) times annual earnings and accidental death and dismemberment insurance;
- (f) A weekly income disability plan equal to seventy-five (75) percent of weekly earnings to a maximum of one thousand (1000) dollars per week with disability benefits payable from the 15th day of disability due to an accident or sickness to a maximum of seventeen (17) weeks;
- (g) A long term disability plan equal to seventy-five (75) percent of normal basic earnings to a maximum of five thousand (5000) dollars per month commencing on the one hundred and nineteenth (119th) day of disability;
- (h) Vision care equal to three hundred and fifty (350) dollars in a twenty-four (24) month period for prescription glasses or contacts, and/or toward the cost of laser surgery. Coverage for Optometry Exam equal to one hundred and twenty-five (125) dollars in a twenty-four (24) month period;
- (i) Manulife Deluxe Travel Plan.
- (j) Hearing aids – Benefits paid at a maximum of five hundred dollars (\$500.00) coverage every five years.

21.03 The Employer shall continue to provide the said benefits for a period of twelve (12) months after an employee leaves the active work force due to illness or accident. At the end of twelve (12) months, the employee may request the Employer to continue the group benefits provided the employee reimburses the Employer for the cost of the premiums.

If no request is made by the employee to continue coverage through the Employer's Plan, the benefit package will be discontinued.

- 21.04 The Employer shall continue 100% premium payment benefits listed in Article 21.02 (except the following Employer's Health Tax, Group Life Insurance, Weekly Indemnity Disability Plan, and Long Term Disability): from the date of normal retirement up to age sixty-five (65) provided that the employee has worked for the Employer for a minimum of twenty (20) years:

Normal retirement for the purpose of this article shall mean on or after age fifty-five (55), to age sixty-five (65), and as defined by Ontario Municipal Employees Retirement System.

After age sixty-five (65) and until age seventy (70), the Employer will provide a self-administered program for dental and vision care being \$500.00 per year for dental benefits and \$300 every two (2) years for prescription eye wear.

21.05 Change of Carrier

It is understood that the Employer may at any time substitute another carrier for the benefits outlined in this Article provided that there is no reduction in the benefits provided. Upon a request by the Union, the Employer shall provide to the Union, full specifications of the benefits programs contracted for and in effect for employees covered herein. The Employer shall notify the Local Union in writing of any changes in carriers.

- 21.06 An employee who is injured during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of the shift at their regular rate of pay without deduction from sick leave, unless a doctor or nurse states that the employee is fit for further work on that shift. In the circumstance above, transportation to the nearest physician or hospital for employees requiring medical care as a result of such injury shall be at the expense of the Employer.

ARTICLE 22 SAFETY CLOTHING AND UNIFORMS

- 22.01 The Employer shall supply approved safety helmets and reflective vest for all employees who require them under the Occupational Health and Safety Act.

22.02 Boot Allowance

The allowance to assist in the purchase of appropriate C.S.A. approved safety footwear for each permanent employee will be up to two hundred and twenty-five dollars (\$225.00) annually and employees will be paid this allowance once per year following submission of a bona fide receipt.

22.03 Uniforms

The Employer shall continue its present practice of supplying employees with uniforms. Uniforms shall be replaced as required. Employees requesting such replacement shall present the worn out garment(s) to their Manager.

Full-time employees shall be entitled to twenty-two (22) points per year to purchase uniforms. Part-time employees shall be entitled to fifteen (15) points per year to purchase uniforms. This list is exclusive of additional safety wear provided by the Employer. The employee must wear their uniform at work as outlined in the chart below and their uniform must be the outer layer of clothing.

The point allocation shall be as follows:

1 Point Each: Safety Shirt/Long Sleeve Shirt
2 Points Each: Work Pants, Safety Sweatshirt, Hoodie
3 Points Each: Coolwork Pant, Safety Bomber Jacket (shell)
4 Points Each: Insulated Safety Winter Jacket

ARTICLE 23 GENERAL

23.01 The Employer shall provide Bulletin Boards which shall be placed so that all employees shall have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees. The Chief Administrative Officer or designate shall approve all notices and shall signify their approval by initialling them. Such approval shall not be unreasonably withheld.

23.02 Driver's Licence

All employees shall provide the Employer with a copy of their current and up-to-date driver's license and shall immediately inform the Employer of any charges or convictions that may affect their driving status or legal ability to operate motor vehicle. All employees must have, upon request, but not exceeding on an annual basis, a successful police check and a vulnerable sector screening. All costs shall be incurred by the Employer.

23.03 Certification, Membership Training and Upgrading

The Employer will pay the cost of maintaining the ORFA membership as part of the CIT re-certification for qualified full-time employees. In addition, all costs associated with any further training or upgrading which the Employer deems to be beneficial to the Parks and Facilities Operations shall be paid by the Employer. The employee shall reimburse the Employer for any and all courses which are not successfully completed.

23.04 Accident and Safety

- a) An employee who is injured during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of the shift at their regular rate of pay without deduction from sick leave, unless a doctor or nurse states that the employee is fit for further work on that shift.
- b) Transportation to the nearest physician or hospital for employees requiring medical care as a result of an accident shall be at the expense of the Employer.
- c) The Employer shall supply approved safety helmets, including but not limited to personal hockey helmets, for all employees who require them. It is mandatory for employees to wear these hockey helmets at all times while on the ice surface. When not in use these helmets must remain in the staff room and shall not be used for the employee's personal use.

d) Joint Health and Safety Committee

A Joint Health & Safety Committee shall be in place and will consist of equal representatives of both the Employer and the Union. This Committee shall use as its guide the Occupational Health & Safety Act for the Province of Ontario. The

Union agrees to appoint its representative and advise the employer the name of the individuals

ARTICLE 24 JOB SECURITY

- 24.01 If the Employer or Council recommends sub-contracting out of bargaining unit work, the Employer agrees to meet with the Union in advance of implementation and discuss and provide a verbal rationale for sub-contracting out this work. The Employer further agrees to discuss with the Union any possible alternatives. For the purpose of clarity the agreement to discuss does not fetter the Employer's ability to sub-contract out the work whatsoever. The Employer shall provide to the Union any public report discussing such decision.
- 24.02 In the event that the Employer seeks or is compelled to merge or amalgamate with another Employer, the Employer will attempt to secure the following conditions for all employees falling within the bargaining unit:
- (a) seniority rights
 - (b) service credits relating to vacations, benefits and sick leave;
 - (c) conditions of their employment and wage rates

ARTICLE 25 INTERPRETATION

- 25.01 Wherever the singular or masculine is used in this agreement, it shall be considered as if the plural or feminine has been used where the context of the party or parties hereto so require.

ARTICLE 26 NEW JOB CLASSIFICATIONS

- 26.01 If a new job is established, the Employer will set a rate for the job and immediately notify the Union. If this rate is acceptable to the Union it becomes the rate for the job. If the rate is not acceptable to the Union, the Union will advise the Employer concerned, and negotiations will then take place between the parties in an effort to establish a rate, which is mutually satisfactory. If these negotiations fail to produce a satisfactory rate, the Union shall have the right to have a rate fixed by a Board of Arbitration in a similar manner as outlined in the grievance procedure with respect to arbitration.

ARTICLE 27 TERM OF THE COLLECTIVE AGREEMENT

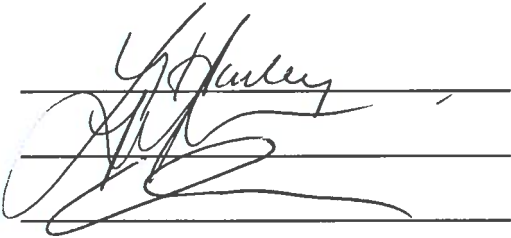
- 27.01 This Collective Agreement shall be binding and remain in effect from April 1 2022 to March 31, 2025.
- 27.02 In the event either party desiring to propose changes or amendments to this Collective Agreement shall, within the period of ninety (90) days prior to the termination date, give notice in writing to the other party of the changes or amendments proposed. Within fifteen (15) working days of receipt of such notice by one party, that party is required to enter into negotiations for a renewal or revision of the Collective Agreement, and both parties shall

Collective Agreement between CUPE Local 1306.8 (Parks Unit) and
The Corporation of the Township of Cavan Monaghan

thereupon enter into such negotiations in good faith and make every reasonable effort to negotiate a revised or new Collective Agreement.

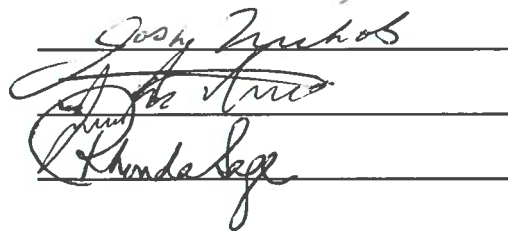
Dated and agreed to this 15 day of November 2022.

For the Corporation of the Township
Of Cavan Monaghan



Handwritten signature on three horizontal lines.

For the Canadian Union of Public
Employees and its Local 1306.2-8 (Parks)



Handwritten signature on three horizontal lines.

SCHEDULE “A” (Hourly Rates)

Classifications	April 1, 2021	April 1, 2022	April 1, 2023	April 1, 2024
Operator (part-time)	\$23.95			
Operator (full-time)	\$24.75	\$25.18	\$25.62	\$26.07
Attendant (Level 1) with valid G License	n/a	\$17.30	\$17.60	\$17.91
Attendant (Level 2) per ESA min wage	\$14.68 \$15.00	\$15.58	\$15.85	\$16.13

Notes;

Part-time Operators are increased to match the hourly rate as per Full-time Operators.

The employer increased Attendants to \$15.00/hour on January 1, 2022 as per ESA during the term of the previous collective agreement. The parties agreed to increase the Attendant wage to \$15.58/hour as of April 1, 2022 which is inclusive of the 1.75% increase in year one (2022).

Probation employees will be the greater of seventy-five (75) percent of the regular rate of pay or minimum wage as per the ESA. After completion of the probation period, the employee shall be paid at 100% of the regular rate of pay.

LETTER OF AGREEMENT

Between

THE TOWNSHIP OF CAVAN MONAGHAN

- and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES

AND ITS LOCAL 1306.2-8 (Parks Unit)

RE: SCHEDULE FOR HOURS OF WORK

- 1) The Employer and Union agree that for the term of this agreement the following will be the regularly scheduled shifts.
- 2) The schedule for full-time employees' will be based on the following:

Applicable Hours when the Ice is installed at the Cavan Monaghan Community Centre (CMCC):

On a three week rotation as follows;

	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday
Operator 1	4pm-12am	OFF	OFF	4pm-12am	4pm-12am	4pm-12am	4pm-12am
Operator 2	OFF	OFF	OFF	7am-5pm	7am-5pm	7am-5pm	7am-5pm
Operator 3	OFF	6am-4pm	6am-4pm	7am-5pm	7am-5pm	OFF	OFF

APPLICABLE HOURS WHEN THE ICE IS REMOVED AT THE CMCC:

Monday to Friday

7:00 a.m. to 3:00 p.m.

Depending on the needs of the employer, the above schedules maybe altered upon providing the employee 6 weeks' notice of any alteration.

- 3) Prior to Ice going into the facility, the Employer agrees to meet with the employees to discuss the schedule. The Employer will make best efforts to provide two (2) weeks' notice to part-time employees when providing their schedule.
- 4) The parties agree that this letter shall form a part of the Collective Agreement and shall remain in force until its expiry.