

# COLLECTIVE AGREEMENT

BETWEEN

THE MUNICIPALITY OF TRENT LAKES

(hereinafter called the "Employer")



and

THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 1306.1

(hereinafter called the "Union")



APRIL 12, 2021 – MARCH 31, 2024

## ARTICLE 1 – PREAMBLE, DEFINITIONS, INTERPRETATION

### 1.01 Preamble

It is the intent and purpose of this Collective Agreement, which has been negotiated in good faith:

- (1) To establish collective bargaining relations between the Employer and the Union;
- (2) To provide an orderly procedure for the equitable disposition of grievances;
- (3) To establish mutually satisfactory working conditions, hours of work and wages for all Employees subject to the provisions of this Collective Agreement;
- (4) To encourage efficiency in operations; and
- (5) To recognize the rights of the Employer and the functions of the Union.

### 1.02 Definitions

For the purpose of this Collective Agreement, the terms probationary, permanent (full-time and part-time), casual, and temporary employees shall be interpreted to mean:

- (1) Probationary Employee

The term probationary employee refers to an employee who is hired by the Employer as part of the permanent employee complement and who will be designated a permanent employee after satisfactorily completing their probationary period.

- (2) Permanent Employee

The term permanent employee refers to an employee who has satisfactorily completed their probationary period and who is considered part of the permanent Employee complement.

- (3) Permanent Full-time Employee

The term permanent full-time employee refers to an employee who has satisfactorily completed their probationary period and who is regularly scheduled to work more than twenty-four (24) hours a week.

- (4) Permanent Part-Time Employee

The term permanent part-time employee refers to an employee who has satisfactorily completed their probationary period and who is regularly scheduled to work up to and including twenty-four (24) hours a week at a Transfer Station and who is considered part of the permanent Employee complement. It is understood that during the summer season, permanent part-time employees may be regularly scheduled more

than twenty-four (24) hours a week and their status will remain that of a part-time employee.

(5) Casual Employee

The term casual employee refers to an employee who is called in to work at a Transfer Station on an as needed basis. A casual employee is not part of the bargaining unit.

(6) Temporary Employee

a) Temporary employee refers to an employee hired:

- (i) to replace a permanent employee who is absent as a result of sickness, accident, leave of absence;
- (ii) on a seasonal basis;
- (iii) to fill a special project/task of a non-recurring nature; or
- (iv) for such other reasons as agreed to in writing between the Union and the Employer.

a) Temporary employees, as defined in this article, are covered by all of the provisions of this Collective Agreement except the following:

- (i) Seniority (Article 11)
- (ii) Vacation (Article 16)
- (iii) Layoff and Recall (Article 13)
- (iv) Sick Leave (Article 17)
- (v) Employee Benefits (Article 20)
- (vi) Probation (Article 11.03)

b) The discharge of a temporary employee shall not be subject to the just cause standard.

c) Temporary employees shall not be employed for up to six (6) months. The term may be extended for a further period on mutual agreement in writing between the parties.

d) Temporary employees shall be employed for up to six (6) months. The term may be extended for a further period on mutual agreement in writing between the parties.

e) An employee hired as a temporary employee shall be advised at the time of hiring of their temporary status and the estimated duration of their employment.

f) The Employer shall advise the Union of the hiring of temporary employees, the work to be performed and the anticipated duration.



- g) When a temporary employee becomes a member of the permanent staff through a permanent job posting, he will no longer be considered a temporary employee and his seniority shall be effective from the date that he commenced employment with the Employer providing there was no break in employment of more than six (6) weeks.
- h) When a temporary vacancy occurs inside the bargaining unit, the Employer will post the temporary position within ninety (90) calendar days or it will advise the Union that the vacancy will not be filled.

1.03 Interpretation

(1) Gender Use

Throughout this Collective Agreement, it is the intention that gender neutral language is used. In the event that either the feminine or masculine gender is used, it shall be considered to be a reference to both genders and where the singular is used, it may mean the plural if appropriate in the circumstances.

(2) Definition of a "Day"

For the purposes of this Collective Agreement, "day(s)" shall mean working day(s) and shall include Monday to Friday and exclude all paid holidays listed in Article 15 as well as Saturday and Sunday.

(3) Reference to "Spouse"

Wherever the terms spouse, husband or wife is used in this Collective Agreement, the source of the definition shall be the current definition from the Ontario *Human Rights Code*.

## ARTICLE 2 - MANAGEMENT RIGHTS

2.01 The Union agrees that all of the rights, prerogatives, authority that the Employer had prior to signing this Collective Agreement are retained by the Employer except as specifically abridged, delegated, granted or modified by this Collective Agreement and any supplementary collective agreement that may be made in the future. Without limiting the generality of the foregoing, the Union acknowledges that it is the exclusive right and power of the Employer to:

- a) Maintain order, discipline and efficiency;
- b) Hire, retire, assign, direct, promote, demote, classify, transfer, evaluate, layoff, recall, schedule vacations and to discipline or discharge any probationary employee and to discipline or discharge permanent employees for just cause. The discipline or discharge of a probationary employee shall not be subject to the just cause standard;



- c) Determine the nature and kind of business conducted by the Employer; the services to be offered, the scheduling of those services and the location(s) of those services; the kinds and locations of equipment and materials to be used; the methods and techniques of work; the content of jobs; job classifications; the abolishment of job classifications; the scheduling of jobs; the scheduling of employees including the scheduling of shifts and overtime; the number of employees to be employed; the subcontracting of work, the standard of performance (both quality and quantity); the type of work to be performed; and the extension, limitation, curtailment or cessation of operation or any part;
  - d) Establish and enforce rules, policies and/or procedures to be observed by the employees; and
  - e) Determine and exercise all other functions and prerogatives, which shall remain solely with the Employer except as specifically, limited by the express provisions of this Agreement.
- 2.02 The Employer agrees that it will not exercise its management rights in a manner inconsistent with the express provisions of this Collective Agreement.
- 2.03 Failure to exercise any of its management rights at any time shall not be considered an abandonment of such rights by the Employer. Notwithstanding the above, the Employer agrees that the Union may raise an estoppel argument.
- 2.04 The Employer shall provide three (3) days' advance notice to the Union and employees of changes to and/or new policies/rules.

### **ARTICLE 3 - UNION RECOGNITION**

- 3.01 The Employer recognizes the Canadian Union of Public Employees and its Local 1306.1 as the sole and exclusive collective bargaining agent for all Employees employed by the Corporation of the Municipality of Trent Lakes in the County of Peterborough, save and except Supervisors and persons above the rank of Supervisor, office and clerical employees, casual employees, and students.
- 3.02 The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees within this Collective Agreement and agrees not to make any agreement with any employee that conflicts with this Collective Agreement.
- 3.03 The Employer and the Union agree that there shall be no discrimination within the meaning of the Ontario *Human Rights Code* or discrimination, intimidation, restriction or coercion exercised or practiced by either party with respect to membership or non-membership or activity or lack of activity in the Union, subject to the *Labour Relations Act, 1995*.

### **ARTICLE 4 - UNION SECURITY**

- 4.01 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 bargaining unit employees of the Employer shall, as a condition of continued employment, become and remain members in good standing in the Union.

4.02 The Employer shall deduct from every bargaining unit employee, including probationary employees, any dues, initiations or assessments levied in accordance with the Union constitution and/or by-laws, and owing by them to the Union.

4.03 All such deductions shall commence the first (1st.) month of employment provided that the employment date is prior to the fifteenth (15th.) and the Employer shall forward the money so deducted to the Secretary-Treasurer of the Union not later than the fifteenth (15th.) day of the month following, together with the names of the employees added or deleted during that period.

4.04 Indemnification:

The Union agrees to save harmless the Employer from any action, any claim or any other proceeding, including costs, which may arise from the application of this Article.

4.05 Cessation of Dues Deduction:

If an employee is not on the payroll due to a serious illness, an occupational accident or leave of absence without pay, it is not the Employer's responsibility to deduct or in any way to retrieve union dues from the employee for this period. This Article does not apply to union leave or union employment or in cases where the Employer is being reimbursed by a third party.

4.06 T4 - 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.

4.07 Limitation:

The Union agrees that there will be no solicitation for membership, collection of dues, or other union activities on the premises of the Employer, except when permitted by the Employer.

4.08 Change in Dues:

The Union shall provide a minimum of twenty (20) days advance notice in writing to the Employer of any change to the amount of dues to be deducted and remitted.

4.09 The Chairperson of the Unit shall be advised in writing by the Employer within ten (10) working days following a retirement, leave of absence in excess of one (1) month (including WSIB), the appointment of a temporary or probationary employee (including the salary to be paid and the probable length of such employment), and any vacant positions covered under this Collective Agreement.



#### 4.10 Potential Employees:

During the interview process, the Employer will advise potential employees that a union collective agreement is in effect.

#### 4.11 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 immediate Supervisor affected.

#### 4.12 Notification to Union:

##### (a) New Hires

The Union shall be notified of the full name, position and employment status (e.g. full-time, part-time, temporary, seasonal, casual), start date and work location of all employees hired into the bargaining unit prior to their first day of employment.

##### (b) Contact Information

The Employer will provide to the Union a list of all the employees in the bargaining unit. The list will include each person's name, job title/classification, home mailing address, home telephone number (and other available personal telephone numbers, such as cellular numbers), work e-mail, and, if available, personal e-mail. The list will also indicate the employee's work site and employment status (such as full-time, part-time, temporary, seasonal) and if the employee is on a leave of absence and the nature of the leave. The employee contact list will be provided in an electronic spreadsheet to the Union contact designated by the Local Executive on an annual basis on or before December 31.

##### (c) Technical Information

The Employer shall make available to the Union, upon request, the following information with regard to the bargaining unit: positions in the bargaining unit, job descriptions, job classifications and wage rates.

#### 4.13 Union Meetings:

The Employer will permit the use of its premises for the purpose of Union meetings without cost to the Union.

#### 4.14 Work Site Access:

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



4.15 Notification by Union of Committee Members:

Every December, the Union shall notify the Employer in writing of the names of its members of all Committees as well as members of the Union Executive and shall also provide written notification within thirty (30) days of any changes.

4.16 Change in Employee Address

It shall be the responsibility of the employee to keep the Employer informed of their current address and phone number. Any correspondence will be sent the employee's last recorded address.

## **ARTICLE 5 - CORRESPONDENCE**

5.01 Correspondence:

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 and the Secretary of the Union with copies to the Union Chairperson of Local 1306.1 and the CUPE National Representative.

## **ARTICLE 6 - LABOUR MANAGEMENT RELATIONS**

6.01 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.

6.02 Labour Management Committee

There shall be a Labour Management Committee composed of up to three (3) representatives of the Union and up to three (3) 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. This Committee shall have the ability to recommend, but no capacity to affect any changes to the existing Collective Agreement. 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 unless extended by mutual agreement.

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.

### 6.03 Bargaining Committee

A Bargaining Committee shall be appointed by the Union and consist of up to three (3) permanent employees. The Union will advise the Employer as to the Union nominees on the Committee at least seven (7) days before bargaining commences.

Employees on the bargaining committee shall suffer no loss of regularly scheduled straight time pay while at negotiations through to the completion of conciliation.

### 6.04 Joint Health and Safety Committee:

A Joint Health & Safety Committee shall be in place and will consist of at least two (2) certified members from the bargaining unit. This Committee shall use as its guide the Ontario *Occupational Health & Safety Act*. It is understood that the Employer is not required to have more than one Joint Health & Safety Committee.

The Joint Health and Safety Committee member(s) shall be granted reasonable and sufficient time to perform his/her duties.

### 6.05 Representatives/Consultants/Legal Counsel

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing with matters arising from the Collective Agreement or negotiating with the Employer. Similarly, the Employer shall have the right at any time to have the assistance of a consultant/legal counsel when dealing or negotiating with the Union.

## ARTICLE 7 - GRIEVANCE PROCEDURE

### 7.01 Election of Stewards:

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the right of the union to appoint up to four (4) Stewards, provided only one (1) Steward plus the Unit Chair/Designate can assist any employee (who the Steward represents) in preparing and presenting their grievance in accordance with the grievance procedure.

### 7.02 Notification to Employer:

The Union shall notify the Employer in writing of the name of the Stewards before the Employer shall be required to recognize them. This list will be revised as changes occur.

### 7.03 Steward - Permission to Leave Work:

It is understood that the Steward has his regular work to perform and that if it is necessary for him to service a grievance during working hours, he will not leave his work without first obtaining the permission of his immediate Supervisor. In obtaining such permission, the



Steward shall state his destination to his immediate Supervisor and report again to him at the time of his return to work. The Steward must not be absent longer than is reasonably necessary on an issue that must reasonably be dealt with during working hours. In accordance with this understanding, the Steward, when dealing with employees' grievances during his regular hours of work, shall not suffer any loss in pay. The Employer reserves the right to limit such time if it deems the time so taken to be excessive. Time away from the job by Union representatives shall be with pay if during scheduled working hours and if permission has been granted by the Supervisor.

7.04 Preamble:

Differences or disputes arising between the Employer and an employee with regard to the meaning, interpretation or application of this Collective Agreement shall be considered as grievances and shall be dealt with in the manner which follows below.

It is agreed by the parties that grievances should be settled as early as possible in the Grievance Procedure.

7.05 Complaint Stage:

The complaining employee (with a Steward if the employee so desires) shall discuss the complaint verbally and identify if it is a potential grievance with the Department Head to see if it can be explained or adjusted within ten (10) days from when the employee became aware or ought reasonably to have become aware of the occurrence that gave rise to the complaint.

The Department Head shall provide a verbal response within three (3) days.

Failing settlement at this stage and if the employee feels he would like to submit the grievance at Step 1, or if the Union wishes to submit the grievance at Step 1, the following shall apply:

STEP 1:

A written grievance (signed by the Union and the employee, where applicable and possible, dated, specifying the article(s) of the collective agreement alleged to have been breached/misapplied, and remedy sought) must be presented to the Department Head within ten (10) days from the Complaint Stage discussion with the Department Head. Within three (3) days of receipt of the grievance, the Department Head may request further information from the Union in order to respond to the grievance. The Union shall provide the information within five (5) days of the request.

The Department Head shall give his reply in writing to the employee and the Union representative when next scheduled to work and a minimum of five (5) days following the receipt of the written grievance or the receipt of additional information, as the case may be.

Failing a satisfactory settlement, the second step of the Grievance Procedure may be invoked within five (5) days of the Department Head's response at Step 1.



STEP 2:

The grievance shall be submitted to the CAO who will meet with the employee and the Union Representative within ten (10) days following the receipt of the Step 2 referral. The CAO shall render his/her decision in writing to the Employee and the Union Representative when next scheduled to work and a minimum of ten (10) days from the date of the meeting.

- 7.06 No grievance shall be considered where the occurrence giving rise to it occurred more than ten (10) days from when the employee became aware or ought reasonably to have become aware of said occurrence.
- 7.07 Policy Grievance - It is agreed that a grievance arising directly between the Employer and the Union shall be originated under Step 2 and the time limits set out with respect to that Step shall appropriately apply. It is understood, however, that the provisions of this section may not be used with respect to a grievance directly affecting an employee or employees and that the regular Grievance Procedure shall not be thereby bypassed.
- 7.08 Grievances concerning lay-offs or recalls shall be initiated at Step 2 of the Grievance Procedure.
- 7.09 A claim by an employee who has completed his probationary period that he has been unjustly disciplined, suspended or discharged shall be treated as a grievance if a written statement of such grievance is lodged with the Employer at Step 2 within ten (10) days after the discipline, suspension or discharge is effective. Such grievance may be settled by the parties under the Grievance or Arbitration Procedure by:
- a) Confirming the Employer's action in dismissing the employee;
  - b) Reinstating the employee without or with payment to him for such time lost due to discipline, suspension or discharge at his regular rate of pay for his normally scheduled work for such period less any amounts of money earned while gainfully employed; or
  - c) By any other arrangement which may be deemed just and equitable.
- 7.10 The suspension or discharge of a probationary employee shall not be subject to the just cause standard.
- 7.11 Any step of the Grievance Procedure may be waived by mutual agreement in writing between the Employer and the Union.
- 7.12 Mediation:

Either party may notify the other of its desire to proceed to Mediation prior to Arbitration. Mediation and choice of Mediator shall only be through mutual agreement. Within fifteen (15) days of a failed mediation attempt, the Union shall provide notice of its desire to proceed to Arbitration. The Parties shall jointly share the expense of Mediation. The parties agree that information exchanged during the mediation process is privileged and discussions are on a without prejudice basis.

7.13 Witnesses:

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/Arbitration Board to have access to the Employer's premises to view any working conditions which may be relevant to the grievance.

## ARTICLE 8 - ARBITRATION

- 8.01 Should any grievance fail to be resolved after properly following all required steps of the Grievance Procedure outlined in Article 7, either party may notify the other party of its desire to submit the grievance to arbitration within fifteen (15) days, while at the same time appointing a nominee. Within five (5) days thereafter, the other party shall appoint a nominee. Should either party fail to appoint a nominee, the Minister of Labour for the Province of Ontario shall have the power to effect such appointment upon application thereto by the party invoking the Arbitration Procedure. The two nominees so appointed shall attempt to select by agreement a Chairperson of the Arbitration Board. If they are unable to agree upon such a Chairperson within a period of ten (10) days, they shall then request the Minister of Labour for the Province of Ontario to appoint an impartial Chairperson.
- 8.02 No person may be appointed as a Chairperson who has been involved in an attempt to negotiate or settle the grievance unless mutually agreed.
- 8.03 No matter may be submitted to arbitration which has not been properly carried through all required steps of the Grievance Procedure.
- 8.04 The Arbitration Board shall not make any finding or decision inconsistent with the provisions of this Collective Agreement, nor shall it have the power to add to, alter or modify, amend or delete any part of this Collective Agreement, nor to substitute any new provision in lieu therefore no deal with matters not covered by this Collective Agreement.
- 8.05 The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision which shall be final, binding and enforceable upon the parties and upon any employees affected by it, and may not be changed. The decision of the majority is the decision of the Arbitration Board. Where there is no majority decision, the decision of the Chairperson shall govern.
- 8.06 Each of the parties hereto will bear the fees and expenses of the nominee appointed by it and the parties will jointly bear the fees and expenses, if any, of the Chairperson of the Arbitration Board.
- 8.07 Notwithstanding article 8.01, the parties may agree to have any grievance heard by a single arbitrator. In such a case, the relevant parts of article 8 will apply with the necessary changes.



- 8.08 Should the parties disagree as to the meaning of the decision, either party may apply to the Chairperson of the Board of Arbitration to reconvene the Board to clarify the decision.
- 8.09 The time limits fixed in both the Grievance and Arbitration Procedure are mandatory and not simply directory, unless otherwise agreed to in writing between the parties and may only be extended by mutual consent in writing of the parties to this Collective Agreement.

## **ARTICLE 9 – DISCIPLINARY ACTION AND PERSONNEL RECORDS**

- 9.01 An employee who is called to a meeting by Management for the purpose of receiving disciplinary action shall be advised of the purpose of the meeting and shall have the right to request the presence of a Union representative.
- 9.02 The Employer may take disciplinary action against an employee or advise the employee of an investigation which may result in disciplinary action within twenty (20) days from the time that the Chief Administrative Officer became aware of the event giving rise to the discipline or the investigation, as the case may be. With the exception of a verbal warning, the Union and the affected employee shall be advised in writing of disciplinary action.
- 9.03 Notice of Discipline:
- A copy of any written disciplinary action that is placed in the employee's personnel file shall be given to the employee with a copy to the Union. A copy of a disciplinary action that has been placed in the employee's personnel file shall be removed from the file when the employee has completed twenty-two (22) months of active service with a clear disciplinary record from the date of the last occurrence.
- 9.04 An employee has the right to review their personnel file within ten (10) days of requesting it in writing to the Chief Administrative Officer or their designate. Employees reviewing their files shall do so in the presence of the Employer. Upon written direction from the employee, a copy of the employee's personnel file will be provided to the employee and/or the Union in accordance with applicable privacy legislation within ten (10) days of the request.

## **ARTICLE 10 - NO STRIKES OR LOCKOUTS**

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

## **ARTICLE 11 - SENIORITY**

- 11.01 Definition

Seniority is defined as an employee's length of service with the Employer in a bargaining unit position in one seniority group calculated from the date upon which the employee last commenced continuous employment with the Employer subject to article 11.02 below. Seniority will be considered on a seniority group basis.



#### 11.02 Accumulation

- (1) Permanent full-time employees will accumulate seniority on the basis of their continuous service in a bargaining unit position in a seniority group calculated from the date upon which the employee last commenced continuous employment with the Employer. Seniority shall operate on a seniority group basis.
- (2) Permanent part-time employees will accumulate seniority on the basis of one (1) year's seniority for each 1700 hours paid in a bargaining unit position in a seniority group as of the employee's initial date of hire provided the employee has not lost seniority pursuant to article 11.06. Seniority shall operate on a seniority group basis.

#### 11.03 Probationary Period

- (1) Every new full-time and part-time employee shall serve a probationary period. During the probationary period, employees will be entitled to all rights and privileges of this Collective Agreement except benefits or as otherwise noted in this Collective Agreement. Employees who transfer between seniority groups are subject to a trial period but not a new probationary period. For clarity, employees shall only complete one probationary period with the Employer.

- (2) Full-time:

A full-time employee will be considered on probation and will not be subject to the seniority provisions of this Collective Agreement, nor shall his name be placed on the seniority list, until after he has completed a total of sixty-five (65) days actually worked with the Employer, which can be extended by mutual agreement between the Union and the Employer for up to a further thirty (30) days actually worked. Upon completion of such probationary period, the Employee's name shall be placed on the seniority list in accordance with Article 11.04.

- (3) Part-time:

A part-time employee will be considered on probation and will not be subject to the seniority provision of this Collective Agreement, nor shall his name be placed on the seniority list, until after he has completed a total of four hundred and fifty (450) hours actually worked with the Employer, which can be extended by mutual agreement between the Union and the Employer for up to a further two hundred and twenty-five (225) hours actually worked.

#### 11.04 Seniority List:

The Employer shall maintain two separate seniority lists, one covering public works employees and one covering transfer station employees indicating the date upon which each employee's service commenced. For transfer station employees, hours worked will be shown in both year(s) and hours worked. Up-to-date seniority lists shall be sent to the Union and posted on all bulletin boards in January of each year. Any challenges to the

seniority list must be made within thirty (30) days of posting of the seniority list upon expiration of which the seniority list shall be deemed correct for all purposes.

11.05 Identical Seniority Rating:

In the event that two employees have identical seniority, the seniority shall be decided by a coin toss performed by the Chairperson(s) of CUPE 1306.1 and witnessed by a member of Management.

11.06 Loss of Seniority:

An Employee shall lose all seniority and shall be deemed to have quit if he:

- a) resigns and does not rescind the resignation within forty-eight (48) hours;
- b) retires;
- c) is discharged and is not reinstated through the Grievance or Arbitration Procedure;
- d) is laid off for a period of more than eighteen (18) months;
- e) is absent from work without permission for five (5) consecutive scheduled shifts without explanation satisfactory to the Employer in which case the employee shall be deemed to have resigned;
- f) fails to return within five (5) days after being recalled from lay-off by notice sent by registered mail or courier unless an explanation satisfactory to the Employer is given by the employee;
- g) fails to return to work upon conclusion of a leave of absence unless his failure to return to work is for reasonable cause as determined in the sole discretion of the Employer; or
- h) uses a leave of absence for alternative employment without the consent of the Employer.

## ARTICLE 12 – PROMOTIONS AND TRANSFERS

12.01 A vacancy occurs when:

- (a)
  - (1) A new position is created;
  - (2) An employee is permanently transferred, promoted or demoted;
  - (3) An employee is terminated;
  - (4) It is determined by the Employer that an employee who has been absent, due to accident or illness for a twenty-four (24) month period, and is not able to return to their position.
- (b) An employee who is absent from work due to illness or accident, may return to their former position if they have the seniority, ability, skill and qualifications for the position provided the above time has not expired.



- (c) (1), (2), (3), above shall be deemed to be permanent vacancies and (4) shall be a temporary vacancy for the first twenty-four (24) months and a permanent vacancy thereafter.

#### 12.02 Promotion Process

- (1) When a vacancy occurs inside the bargaining unit, the Employer shall notify the employees by posting a notice on union bulletin boards. The Employer shall also post notices in respect to vacancies in positions up to and including Superintendent of Public Works. Nothing shall prevent the Employer from posting externally at the same time as posting internally.
- (2) The Employer shall post the vacancies noted above in paragraph (1) for a period of seven (7) days on union bulletin boards.
- (3) The Employer shall first consider applicants from the seniority grouping from which the position originates before considering applicants from the other seniority grouping. It is understood that the Employer shall not review any external postings until all internal candidates are deemed not qualified.
- (4) The Employer reserves the right to hire persons outside of the bargaining unit in the event that no Employee who applies for the position demonstrates to the satisfaction of the Employer his or her ability and qualifications for the position.
- (5)
  - (a) In evaluating applicants for a vacancy, the Employer shall consider education, experience, ability, knowledge and skill.
  - (b) Where in the judgement of the Employer, which shall not be exercised in an arbitrary, unfair or discriminatory manner, two (2) or more candidates are relatively equal in the factors set out in Article 12.02 (5)(a) above, seniority shall be the determining factor.

#### 12.03 Trial Period:

Where a permanent employee receives a promotion or transfer, the employee shall be given a trial period of thirty (30) days during which performance will be assessed. Conditional on satisfactory performance as determined by the Employer, the employee shall be declared successful in that position. Should the employee not be found to be successful or the employee decides not to stay in the position within the thirty (30) day period, the employee shall return to their former position and status. The thirty (30) day period may be extended for up to a further thirty (30) day period, upon mutual agreement of the employee, the Union and the Employer. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to their former position and status.

#### 12.04 Seniority while Outside Bargaining Unit:

No employee shall be forced to take any position outside of the bargaining unit. An employee may accept a temporary non-union assignment of up to six (6) months in a twelve (12) month period without losing his seniority in the bargaining unit. This time frame may be extended by an additional six (6) months upon mutual agreement between the



parties. Upon return to the bargaining unit, the employee shall be returned to his former position. Any other employee promoted or transferred shall also be returned to their former position and status. Upon return to the bargaining unit, the employee's seniority date will be adjusted by the number of weeks the employee was in the excluded position. For clarity, the employee shall not accumulate seniority while outside the bargaining unit. During this period of leave, the employee will continue to pay union dues based on the rate of pay in the new position.

- 12.05 If an employee is temporarily transferred to a position outside of the bargaining unit for a period not exceeding sixty (60) working days per calendar year, they shall continue to accumulate seniority.
- 12.06 If a part-time employee is transferred to a full-time position or vice versa, the transferring employee's seniority shall not transfer and the transferring employee shall accumulate seniority in accordance with Article 11. If during the trial period the transferring employee does not remain in the new position for whatever reason, he shall be permitted to transfer back to his former position at the seniority he had at the time of the transfer.
- 12.07 An employee who transfers from one seniority group to the other seniority group shall retain their seniority from the original seniority group for a period not to exceed twenty-four (24) months. Seniority shall not transfer from one seniority group to the other.
- 12.08 A permanent employee who received a promotion or transfer shall immediately, upon receipt of responsibilities for the new position, be paid at the appropriate wage for the position.

## **ARTICLE 13 - LAYOFF AND RECALL**

### 13.01 Definition of Layoff:

- (a) Public Works Roads Employees: A layoff refers to a permanent reduction in the workforce.
- (b) Transfer Station Employees: A layoff refers to a permanent reduction in the workforce or a permanent reduction in daily hours of twenty (20) percent of a full shift.

### 13.02 Layoff and Bumping Procedure:

- (1) Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a lay-off, employee(s) will be laid off in the reverse order of their seniority in their seniority grouping.
- (2) The employee who has received notice that he will be laid off/bumped, has the right to either:
  - a) Accept the layoff;
  - b) Opt to retire or resign; or
  - c) Bump any employee with less seniority within the respective seniority

list, providing the employee exercising the right possesses the proven ability, skill and qualifications to perform the work of the less senior employee.

- (3) The employee shall communicate his decision regarding the three options outlined in paragraph (2) to the Employer within three (3) days of receiving the notice of layoff or that he will be bumped.

#### 13.03 Recall:

The obligation to consider recalling a laid off employee into a vacant position only arises after the vacancy has been posted and not filled. In the event of a recall, the employee(s) to be recalled will be recalled in order of their seniority grouping by the most senior being recalled first, providing the employee has the proven ability, skill and qualifications to perform the work to which they are being recalled.

- 13.04 The Employer shall notify employees who are to be laid off due to lack of work five (5) working days before the lay-off is to be effective. Such notice shall be sent by registered mail or personal service to the last known address of the employee(s) on the records of the Employer or shall be hand delivered by the Employer.

- 13.05 If a permanent employee is to be laid off, the benefits outlined in Article 20.03 shall continue until the end of the month of lay-off and for the following three (3) months.

## ARTICLE 14 - HOURS OF WORK AND OVERTIME

- 14.01 The following is intended to define the normal hours of work and overtime and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.

### **(1) Transfer Station Employees:**

- (a) Hours of Work

**Summer Season:** Monday of the Victoria Day weekend to the Sunday of the Thanksgiving weekend

**Winter Season:** Monday of the Thanksgiving weekend to the Sunday of the Victoria Day weekend

### **Transfer Station Call-Ins:**

Employees who are available and willing to work shall be called in and offered additional hours by seniority on a rotational basis beginning with permanent employees then temporary employees. An employee will be bypassed if the call-in results in overtime provisions being triggered. Casual employees may be called in to work hours only after the Employer has first called permanent and then temporary employees.



The Union agrees that no employee shall be deemed permanent full-time as a result of working additional hours.

(b) Overtime:

(i) Overtime Must be Authorized:

All overtime hours worked must be pre-approved or assigned by the Employer.

(ii) Overtime Thresholds:

Recognizing that the daily scheduled hours of work vary between Transfer Station work sites, overtime shall be triggered as follows:

a) Daily Thresholds:

If the maximum established transfer station hours in a day are more than seven and one half (7 ½), the daily overtime threshold is triggered at hours worked in excess of nine (9) hours in a day.

If the maximum established transfer station hours in a day are seven and one half (7 ½) or less, the daily overtime threshold is triggered at hours worked in excess of eight (8) hours in a day.

b) Weekly Thresholds:

Overtime is triggered for all hours worked in excess of forty (40) hours in any week (i.e. Sunday to Saturday).

(iii) Overtime Rate:

Employees shall be compensated at the rate of time and one-half the basic rate of pay for every hour of overtime worked.

**(2) Public Works Roads Employees**

(a) Hours of Work

The standard workweek shall consist of forty (40) hours per week as follows:

Spring/Fall Hours

First Monday in April to the last Friday in May and the first Monday in September to last Sunday in October - Monday to Thursday 7:00 a.m. to 5:00 p.m. with a running lunch.

### Summer Hours

First Monday in June to the last Friday in August - Monday to Thursday 6:30 a.m. to 4:30 p.m. with a running lunch.

### Winter Hours

First Monday in November to the last Sunday in March - Monday to Thursday 7:00 a.m. to 4:00 p.m. with a running lunch, Friday 7:00 a.m. to 11:00 a.m. No exceptions.

Notwithstanding the above, during Summer Hours employees who commence their start time prior to 6:30 a.m. shall end their shift after the equivalent of ten (10) hours of regularly paid time. To calculate the ten (10) hours, every hour worked prior to 6:30 a.m. those hours shall be counted as 1.5 hours of regular time.

Notwithstanding the above, during the Spring/Fall and Winter Hours employees who commence their start time prior to 7:00 a.m. shall end their shift after the equivalent of ten (10) hours of regularly paid time. To calculate the ten (10) hours, every hour worked prior to 7:00 a.m. those hours shall be counted as 1.5 hours of regular time.

### (b) Overtime

- (1) Overtime shall be paid at time plus one half (1.5) for all authorized work in excess of the normally scheduled daily or weekly hours from Monday to Friday.
- (2) All authorized hours worked on Saturday shall be paid at time plus one half (1.5) except that any Employee whose normal hours are scheduled for Saturday and/or Sunday shall be paid at the Employee's regular rate of pay.

Holiday	Pay Rate for Each Hour Worked
Good Friday	1 day at regular rate + 2.0 times regular rate
Victoria Day	1 day at regular rate + 1.5 times regular rate
Easter Monday	1 day at regular rate + 1.5 times regular rate
Canada Day	1 day at regular rate + 1.5 times regular rate
Civic Holiday	1 day at regular rate + 1.5 times regular rate
Labour Day	1 day at regular rate + 1.5 times regular rate
Thanksgiving Day	1 day at regular rate + 1.5 times regular rate
Remembrance Day	1 day at regular rate + 1.5 times regular rate
Family Day	1 day at regular rate + 1.5 times regular rate
Christmas Day	1 day at regular rate + 2.0 times regular rate
Boxing Day	1 day at regular rate + 2.0 times regular rate
New Years' Day	1 day at regular rate + 2.0 times regular rate
Christmas Eve	½ day at regular rate + 1.5 times regular rate
New Years' Eve	½ day at regular rate + 1.5 times regular rate



- (3) All authorized hours worked on Sunday shall be paid at double time (2x) except that any employee whose normal hours are scheduled for Saturday and/or Sunday shall be paid at the employee's regular rate of pay.
- (4) Christmas Day shall be December 25th, Boxing Day shall be December 26th and New Year's Day shall be January 1st. Rates of pay will be that as set out in Article 14.01 (2). Any employee off work on an authorized leave of absence the day before and the day after a public holiday will be entitled to be paid for the public holiday.

14.02 Breaks:

Employees shall be granted breaks depending on the length of their shift as follows:

Length of Shift	Breaks
Four (4) hours	One paid break of 15 minutes
More than 4 hours and less than 6 hours	One paid 30 minute meal break
Between 6 hours and less than 8 hours	One paid 30 minute meal break plus one paid break of 15 minutes
8 hours or more	One paid 30 minute meal break plus two paid breaks of 15 minutes

14.03 Split Shifts:

There shall be no split shifts unless mutually agreed between the parties.

14.04 Except by mutual agreement between the parties, employees will not be required to be laid off during regular hours to equalize any overtime worked.

14.05 No Pyramiding:

There shall be no pyramiding of overtime or duplication of any premiums under this Collective Agreement.

14.06 Assignment of Overtime:

- (1) All overtime hours worked must be pre-approved or assigned by the Employer.
- (2) It is recognized that the Employer may require overtime from time to time due to the nature of the business.
- (3) Where overtime is offered, it shall be offered by seniority in a seniority group and if there are insufficient senior qualified volunteers, the Employer shall have the right to assign the work starting with the most junior employee who is qualified to perform the required work and continuing in inverse order of seniority until sufficient qualified employees have been assigned.

- 14.07 An employee who is called in and required to work outside their regular working hours shall be paid for a minimum of four (4) hours. This section shall not apply to call in before the beginning of a regular work day if working time is less than four (4) hours.
- 14.08 All permanent full-time employees are allowed to bank a maximum of eighty (80) hours as overtime hours to be taken as time off in lieu. It is understood that these hours are replenishable. Employees wishing to bank overtime must notify the Employer of their desire to bank overtime hours in advance. Lieu time shall be taken at a mutually agreeable time.

Any unused banked time or banked time not already approved to be taken will be paid out by separate cheque on the last pay period in November of each year. Employees may request any of their banked time to be paid out upon written request with two (2) weeks' notice.

## ARTICLE 15 – PUBLIC HOLIDAYS

- 15.01 Subject to article 15.03, Employees will be entitled to be off work with pay on the following public holidays:

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

- 15.02 Full-time employees who are not required to work on the above public holidays shall receive holiday pay equal to one (1) normal day's pay. Part-time employees who are not required to work on the above public holidays shall receive holiday pay as calculated under the formula prescribed under the Ontario *Employment Standards Act, 2000*.

Full-time Employees who are required to work on a public holiday shall be paid their regular pay for hours worked plus overtime for hours worked at the overtime rate set out in Article 14. Part-time Employees who are required to work on a public holiday shall be paid their regular pay for hours worked plus time and one-half for hours worked.

- 15.03 In order for an Employee to be paid for a public holiday they must have worked their regularly scheduled shift before and after the public holiday or as required under the *Employment Standards Act, 2000*.
- 15.04 When a public holiday falls within an employee's scheduled vacation and the employee qualifies under Article 15.03 for public holiday pay, the employee shall receive an additional day off with pay at a time to be scheduled by the Employer and the employee.
- 15.05 Where a public holiday falls on a day which is an employee's regular day off, the employee will be entitled to either one (1) day's pay or one (1) day off with pay. Any employee off work on an authorized leave of absence the day before and the day after will be entitled to be paid for the public holiday.



- 15.06 When any of the above public holidays fall on a Saturday or Sunday, the Employer shall designate either the following Monday or the preceding Friday to be observed as the Public Holiday.
- 15.07 When a public holiday falls on a Friday and on which the full-time employees are not scheduled to work pursuant to article 14.01(2)(a), the full-time employees shall be given the preceding Thursday off as the public holiday.
- 15.08 If Christmas Eve and/or New Year's Eve fall on an employee's regular working day, the employee shall receive one-half (1/2) day off with pay (i.e., for the afternoon).
- 15.09 In addition to the public holidays provided for in article 15.01, full-time employees are entitled to one (1) floating holiday to be taken at a time mutually agreed to between the employee and the Employer.

**ARTICLE 16 – VACATION**

16.01 Permanent Part-time Employees

- (a) Vacation time and vacation pay for permanent part-time employees shall be as follows:

Hours Paid	Vacation Time	Vacation Pay
1 – 4160	2 weeks	4%
4,161-14,560	3 weeks	6%
14,561	4 weeks	8%

- (b) Vacation pay for temporary part-time employees shall be at four (4) percent and paid at each pay period.
- (c) Vacation pay shall be paid out to each permanent part-time employee on the first pay period after June 1 and after December 1 in a separate payment with a separate pay statement.
- (d) Upon request, permanent part-time employees shall be allowed unpaid vacation time as per Article 16.01. Vacation time shall be granted upon mutual agreement and shall cause the least interference with the efficient operation of the Employer's business. Vacations shall commence at the beginning of the calendar week (Sunday to Saturday). It is understood that permanent part-time employees are not required to take vacation time away from work. Additional vacation time may be requested under Article 18.05. Employees shall be allowed to ask for vacation time as single days.
- (e) Calculation of Vacation Pay:

For purposes of calculating vacation pay, the term gross pay shall be interpreted to mean the total amount of monies earned by the employee, including regular wages, overtime, statutory holiday pay and premium earnings, and/or any other amount earned by the employee in the service of the Employer but will not include vacation pay paid to the employee. The

appropriate percentage as per Article 16.01 of the total of these payments will be added to each Employee's regular pay as described in Article 16.02 and will be subject to all statutory deductions. The June 1 vacation pay shall be based on the gross pay from the pay period after the payout the previous December. The December 1 vacation pay shall be based on the gross pay from the pay period after the payout in June of the same year.

16.02 Full-time Employees

(a) First Year of Employment

From the day a person becomes an employee in accordance with Article 11.03(2) to December 31st in that year, the employee shall receive one (1) day of paid vacation for each month of completed service to a maximum of ten (10) days. An employee is only entitled to the one (1) day per month if their start date is on or before the 15th of the month. For the purpose of the vacation pay schedule in Article 16.02(b), an employee's first calendar year will commence on January 1st. of the subsequent year.

(b) 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:

Credited Service	Vacation Entitlement
From January 1st of year one (1) to December 31 <sup>st</sup> of year two (2)	2 weeks
From January 1st of year three (3) to December 31st of year seven (7)	3 weeks
From January 1st of year eight (8) to December 31st of year twelve (12)	4 weeks
From January 1st of year thirteen (13) to December 31st of year eighteen (18)	5 weeks
From January 1st of year nineteen (19) to December 31st of year thirty (30)	6 weeks
From January 1st of year thirty-one (31)	7 weeks

(c) A full-time employee will be allowed to carry a maximum of forty (40) hours of one (1) year's vacation over into the next year subject to the approval of the Public Works Superintendent. The carried over week may be taken at any time before December 31st. of the following year. In no case shall the carried over week be taken concurrently with the current year's vacation. Employees are encouraged to use their annual vacation allotment in the current year. Requests for vacation time shall not be unreasonably denied.

(d) Pay for each week shall be paid at the current hourly rate.



- 16.03 An employee terminating employment at any time shall be entitled to payment for outstanding vacation pay, pro-rated according to time worked in the calendar year and the vacation schedule in accordance with Article 16.
- 16.04 If an employee's scheduled vacation is interrupted due to an accident causing injury or a serious illness substantiated by a medical certificate from a qualified medical practitioner, the vacation time shall be changed to sick time and shall be paid from the employee's sick leave entitlement. In such an event, the employee may re-schedule the remainder of the vacation at a time mutually agreeable.

## ARTICLE 17 – SICK LEAVE

### 17.01 Definition of Sick Leave:

Sick leave means the period of time an employee is permitted to be absent from work with or without pay by virtue of being sick or disabled, exposed to contagious disease, or because of an accident for which compensation is not payable pursuant to the *Workplace Safety and Insurance Act*.

### 17.02 Scheduling of Medical and Other Appointments:

Whenever possible, medical and other appointments are to be scheduled outside of working hours.

### 17.03 Reporting of Absences:

Any absence must be reported by the employee to the Employer as soon as practicable but no later than one (1) hour prior to the start of the employee's scheduled shift unless the employee is unable to do so. If requested, an employee must substantiate the reason(s) for any absence.

### 17.04 Medical Certificates

Except as provided herein, an employee may be required to produce a 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.

### 17.05 Recurring periods of sick leave may also require a certificate signed by a qualified practitioner to ensure the absences are bona fide.

### 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 Sick Leave Entitlement:

#### (1) Permanent Part-time Employees

Permanent part-time employees shall be eligible for fifty (50) hours of paid sick time annually (January 1 to December 31). Unused sick leave shall not be carried over into subsequent calendar years nor is it payable at termination of

employment. Employees who are hired during the calendar year shall have their sick leave entitlement hours pro-rated.

(2) Permanent Full-time Employees

Permanent Full-time Employees shall be eligible for seventy (70) hours of paid sick time annually (January 1 to December 31). Unused sick leave shall not be carried over into subsequent calendar years nor is it payable at termination of employment. Employees who are hired during the calendar year shall have their sick leave pro-rated.

17.08 Short/term Sick/accident Benefit (S/T-S-A)

- (1) A short/term sick/accident benefit (S/T-S-A) is available only to all permanent full time employees as defined by Article 1.02 (3). Temporary, casual, contract or part-time employees are not eligible to receive this benefit.
- (2) The short term sick/accident benefit is payable only after the seven (7) days of sick time is depleted. Payment of the S/T – S/A benefit requires the employee to produce a certificate from a qualified medical practitioner on the first (1st) day absent after the seven (7) days have been exhausted.

It is understood that if an employee has previously exhausted some or all of his/her seven (7) days, the Employer shall continue to bridge the employee at 100% salary until the eighth (8th) day of sickness or accident identified in paragraph (3) below

- (3) The S/T - S/A benefit pay wages to an employee for the four (4) month period commencing the eighth (8th) day of sickness or accident up to a total of six hundred and forty (640) hours (16 work weeks) according to the following schedule:

One hundred (100) percent of regular wages during the first (1st) week of S/T – S/A (exclusive of the seven (7) days identified above) to the end of the third (3rd) week.

Seventy-five (75) percent of regular wages from the fourth (4th) week to the end of the sixteenth (16th) work week.

For the purpose of this schedule, a work week is the period commencing at 12:01 a.m. on Sunday and ending 11:59 p.m. on Saturday.

- (4) An Employee on S/T – S/A receiving seventy-five (75%) percent of their regular wages has the option of choosing to top up their wages to one hundred (100%) percent of their regular wages using their vacation and/or banked time.
- (5) In the event an employee suffers a recurrence of the same injury or illness within twelve (12) months of the original injury, the employee shall receive the applicable S/T – S/A benefit as outlined above, that would be paid for a new injury or illness.
- (6) To receive the S/T - S/A benefits, an employee must be unable to perform their regular work because of some sickness or accident. An employee need not be confined at home, however the disability must be severe enough to prevent performance of regular work.



- (7) During the S/T - S/A leaves of more than three (3) regular work days, an employee must be under the continuous care and personal attendance of a qualified medical practitioner. Upon request of the carrier, starting on the fourth (4th) day absent, an employee may be required to file regular certificates signed by a qualified medical practitioner indicating the nature of the sickness/accident and the likely earliest time of the employee's return to work. In addition, the Employer may require an employee to obtain a second opinion from a qualified medical practitioner selected by the Employer.
- (8) As a condition of receiving the S/T - S/A, an employee must assign or pay any amount recovered or recoverable from Workers Safety and Insurance Board and any amount recovered from a private insurance plan equal to the amount of S/T - S/A received. An employee must make every reasonable effort to obtain such funds from the applicable company or agency.

## **ARTICLE 18 – LEAVES OF ABSENCE**

### **18.01 Union Leave:**

Leave of absence for a maximum of ten (10) days without pay and without loss of seniority shall be granted to officers or duly appointed representatives of the Union for Union activities. This leave shall not exceed a total of ten (10) days per calendar year for all members of the bargaining unit. Not more than two (2) employees, one from each seniority group, may be granted Union leave at one time. Advance notice of a minimum of two (2) weeks shall be provided by the Union to the Employer when possible. Such leave shall not negatively affect the operations of the Employer. The request and confirmation shall be in writing. Personal leave under Article 18.05 is not to be used for Union business.

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 Union for all wages and benefits received during such absence.

### **18.02 Employment During Leave of Absence:**

Employees who are on a leave of absence for any reason shall not engage in any gainful employment or secure other income for their services while on such leave without the prior consent of the Employer.

### **18.03 Elections/Referendums:**

Employees shall be granted time off with pay before the closing of polls in any federal, provincial or municipal election or referendum in accordance with applicable legislation.

### **18.04 Jury Duty/Witness:**

The Employer shall grant leave of absence without loss of seniority to an employee who serves as a juror or a 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.

#### 18.05 Personal Leave:

The Employer may, in its discretion, grant leave of absence without pay and without loss of seniority to an employee who requests it for good and sufficient cause. All requests for such leaves of absence shall be in writing to the Chief Administrative Officer and provided as far in advance as practicable and shall specify the length of the absence. The Employer agrees to confirm or deny the request for such leave as soon as practicable. Such leave shall not be unreasonably withheld.

#### 18.06 Bereavement Leave

- (a) Employees shall be granted a paid leave of absence at the time of the death or burial where a death occurs in the employee's immediate family. Immediate family shall be mother, father, spouse, grandparents, brothers, sisters, sons, daughters, mother and father-in-law, brothers and sister-in-law, grandchildren and anyone who is living in loco parentis (in place of a parent) as follows:
  - (i) Part-Time employees' entitlement: up to four (4) consecutive working shifts to be taken within a two (2) week window of the death.
  - (ii) Full-time employees' entitlement: up to five (5) consecutive working days if the employee is regularly scheduled five (5) days a week or up to four (4) consecutive working days if the employee is regularly scheduled four (4) days per week. In other words, in either case, the employee would be entitled to up to forty (40) consecutive hours off.
- (b) Employees shall be granted a paid leave of absence of up to one (1) working shift/day for the death or burial of the employee's aunt, uncle, niece or nephew.
- (c) The Employer will allow an employee to use up to one (1) day of their allotment specified above for interment scheduled at a later date.

#### 18.07 Pregnancy, Parental and Other Statutory Leaves:

Employees shall be granted pregnancy, parental and other statutory leaves of absence in accordance with the provisions of the *Ontario Employment Standards Act, 2000*, as amended or its successor legislation.

### **ARTICLE 19 - PAYMENT OF WAGES AND PREMIUMS**

19.01 The Employer shall pay 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 statement. Pay period shall be a fourteen (14) day period of time commencing at 12:01 a.m. on Sunday and ending 11:59 p.m. on Saturday.

19.02 Mileage rates paid to employees using their own automobiles for the Employer's business shall be paid at the rate as established by Municipal Council from time to time. Notwithstanding the above, the Employer agrees that mileage be paid for attendance at



the annual County of Peterborough Site Attendants' Seminar if employees are required to attend by the Employer.

#### 19.03 Stand-by Pay (On-Call) for Full-time Employees

The Parties agree that the assignment of stand-by is at the sole direction and discretion of the Employer.

An allowance of \$50.00 per weekend (\$25.00 for Saturday and \$25.00 for Sunday) during winter hours, shall be provided for the Foreperson or his designate who are on stand-by and are available to answer emergency calls and perform such duties as may be necessary. The Employer shall supply a cellular phone for the employee who is on stand-by. If called in while on stand-by Article 14.07 shall apply.

In addition, an allowance of \$25.00 each day Monday to Friday, during winter hours, shall be provided for the Foreperson or his designate who are on standby and are available to answer emergency calls and perform such duties as may be necessary. The Employer shall supply a cellular phone for the employee who is on stand-by. If called in while on stand-by Article 14.07 shall apply.

#### 19.04 Lead Hand

The lead hand premium of an additional two (\$2.00) dollars shall be offered by seniority to a qualified employee if any of the below conditions are met:

1. There is a crew of five (5) or more working on a specific task; and
2. The task is not routine road maintenance and/or
3. The task normally takes longer than three (3) hours to complete; or
4. A Foreperson is not exclusively assigned to the task; or
5. A Foreperson is not on site for the majority of the shift.

#### 19.05 Meal Allowance

For full-time employees, the Employer shall provide a meal allowance of up to fifteen (\$15.00) dollars after each full four (4) hours of overtime in a day.

#### 19.06 Pay on Temporary Transfer to Lower Paid Position

When an employee temporarily substitutes or performs the duties of a lower paying position, their regular rate of pay shall not be reduced.

#### 19.07 Pay on Temporary Transfer to a Higher Paid Position

When an employee temporarily substitutes or performs the duties of a higher paying position, they shall receive the higher rate for all hours worked as long as an employee has performed the duties of the position for five (5) consecutive hours.

#### 19.08 Employees bumping to a lower paid position will receive the rate of that position after eight (8) working days.

## ARTICLE 20 - EMPLOYEE BENEFITS

20.01 In addition to the Canada Pension Plan, every employee shall join the Ontario Municipal Employees Retirement System (OMERS) as required by legislation. The Employer and employee shall make contributions in accordance with the provisions of the Plan.

### 20.02 Part-time Employees

- (1) The Employer shall arrange to pay the required premiums for each part-time employee for the following:
  - (a) The Employer's Health Tax;
  - (b) Employee Assistance Program
- (2) Part-time employees shall be paid five (5) percent in lieu of benefits which shall be included in their regular pay. Effective April 1, 2023, part-time employees shall be paid six (6) percent in lieu of benefits which shall be included in the regular pay.
- (3) On the first pay deposit following April 1st of each year, employees will receive a separate lump sum payment of \$1130.00 with no deductions to be used towards the purchase of work clothing, including appropriate safety. It is understood that the expectation is that employees will attend work wearing appropriate safety attire and maintain a professional appearance.

### 20.03 Permanent Full-Time Employees

- (1) The Employer shall arrange to pay the required premiums for each full time permanent Employee, except as provided in Article 20.03(2), for the following:
  - (a) The Employer's Health Tax;
  - (b) Manulife Financial for semi-private hospital care;
  - (c) Manulife Financial Plan Extended Health Benefits Plan plus Deluxe Travel;
  - (d) Chiropractic care annual maximum of five hundred (\$500.00) dollars unlimited per visit. Physiotherapy care annual maximum of five hundred (\$500.00) dollars unlimited per visit. Massage therapy care annual maximum of five hundred (\$500.00) dollars unlimited per visit. Both physiotherapy and massage require appropriate prescription by acceptable practitioner.
  - (e) A dental plan equivalent to the plan known as Manulife Health Plan #9 at the current O.D.A. fee schedule and orthodontic coverage to a \$2,500.00 limit, by a carrier acceptable to the parties to this Collective Agreement;
  - (f) Manulife vision care equal to five hundred (\$500.00) dollars in a twenty-four (24) month period for prescription glasses, contacts and/or toward the cost of laser surgery. Coverage shall include one (1) optometry examination every twenty-four (24) months to a maximum of one hundred and thirty seven (\$137.50) dollars.



- (g) Manulife Life Insurance at fifty (50) thousand dollars and accidental death and dismemberment insurance;
  - (h) A long term disability plan equal to seventy-five (75) percent of normal basic earnings to a maximum of five (5) thousand dollars per month commencing on the one hundred and nineteenth (119th) day of disability.
  - (i) Hearing Aids - Benefits paid at a maximum of five hundred (\$500.00) dollars every two years, for full-time eligible employees.
- (2) The Employer shall continue to provide the said benefits for a period of twenty-four (24) months after an employee leaves the active work force due to illness or accident. At the end of twenty- four (24) 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.
- (3) The Employer shall continue payment for the benefits described in Article 20.03(1) except for a) Employer's Health Tax, g) Group life and AD and D, and h) Long Term Disability from the date of normal retirement for a maximum period of ten (10) years provided that the employee has worked for the Employer for a minimum of ten (10) years.
- Following the ten (10) year period, the employee may request continued coverage, at their own expense. It is the responsibility of the employee to keep the Employer informed of their current address and to submit such a request.
- The Employer's premium assistance may stop or be reduced if any government premium assistance is available, and the employee shall make the necessary application for such assistance.
- 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.
- At no time shall employees' benefits provided for under this Article extend beyond the age of sixty-five (65) years.
- (4) 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 request by the Union, the Employer shall provide to the Union details of the benefits programs contracted for and in effect for employees covered herein. The Employer shall notify the Union in writing of any changes in carrier(s).
- (5) (a) On the first pay deposit following April 1st of each year, employees will receive a separate lump sum payment of \$1230.00 with no deductions to be used towards the purchase of work clothing, including appropriate safety. It is understood that the expectation is that employees will attend work wearing appropriate safety attire and maintain a professional appearance.

- (b) In addition to the above, all employees shall be provided with (1) pair of coveralls during the life of the current collective agreement which shall be laundered by the Employer.
- (c) In addition to the above, the Labourer shall be provided with one (1) set rain gear (jacket and pants) during the life of the current collective agreement.
- (d) In addition to the above, the Mechanic shall be provided with (4) pairs of Coveralls each during the life of the current collective agreement which shall be laundered by the Employer. The Employer shall also cover the costs of cleaning the Mechanic's pants and shirts.

(6) **Driver's Licence**

Where it is a requirement of the position for an employee to hold a DZ or AZ drivers licence, the Employer shall pay the cost for the employee's medical examination and/or testing and any renewal cost for the licence conditional upon the employee submitting a receipt for the medical appointment and the renewal.

(7) **Training Course**

The Employer shall post any training courses and experimental programs for which employees may be selected. The bulletin shall contain the following information:

- (a) Type of course (subject and material covered).
- (b) Time, duration and location of course.
- (c) Minimum qualifications required for the applicant.

If possible, this information shall be posted for a period of one (1) week on bulletin boards at each depot to afford all interested employees an opportunity to apply for such training.

Time spent in such training shall be considered to be time worked. Overtime is not applicable.

Training shall be offered on a seniority basis in the following priority order:

1. For re-certification and/or for legislative requirements;
2. To employees currently holding a permanent work assignment in the activity related to the training and who are not already deemed qualified and trained in the area;
3. To employees not trained in the activity related to the training.

Notwithstanding the above, for the annual Roads School, attendance shall be offered by seniority for the Mahoney Basic Construction and Maintenance Courses. For specialized Roads School courses, attendance shall be as determined by the Employer based on the



Employee's training needs identified in their annual performance evaluation, courses being offered and budget restrictions.

## **ARTICLE 21 - ACCIDENTS AND SAFETY**

- 21.01 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 their sick leave entitlement, unless a doctor or nurse states that the employee is fit for further work on that shift.
- 21.02 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.
- 21.03 The Employer shall supply approved safety helmets for all employees who require them under the *Construction Safety Act*.
- 21.04 The allowance to assist in the purchase of appropriate C.S.A. approved safety footwear for each permanent Employee will be two hundred and fifty dollars (\$250.00) dollars. The Employer will set up a purchase order at a business and the employees will be entitled to one pair of CSA appropriate approved safety footwear each year. It is agreed that if the employee does not utilize the entire \$250.00 through the purchasing order, he may use the remainder to put toward the purchase another pair of C.S.A. approved safety boots if required.

## **ARTICLE 22 - GENERAL**

### 22.01 Union Bulletin Boards:

The Employer will provide a union bulletin board in each worksite. In multi-floor buildings, a union bulletin board will be located on each floor. These boards will be located in areas that are highly visible to employees. The bulletin boards will be used solely for reasonable and appropriate union-related postings by the Union which shall be pre-approved by the Public Works Superintendent. Such approval shall not be unreasonably withheld.

- 22.02 The Employer shall provide all tools and equipment requested by employees in accordance with the Employer's Purchasing Policy which is understood remain the property of the Employer.

- 22.03 Employees shall have proper accommodation to eat their meals while working at any Employer worksite.

- 22.04 Employer Issued Cell Phones

It is agreed that the employee who carries an Employer cell phone may have reasonable access to the cell phone for personal use in accordance with applicable Employer policies. All employees who use an Employer cell phone shall be made aware of the limits of the data plan.

#### 22.05 Personal Cell Phones

The Employer will not contact employees during work hours by way of their personal cell phone unless there is an emergency but will use other forms of communication, i.e. radio.

### **ARTICLE 23 - NEW JOB CLASSIFICATIONS**

23.01 If a new bargaining unit job is established or there is a substantial change to an existing classification, the Employer will set a rate for the new or revised 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 (or sole Arbitrator) in a similar manner as outlined in Article 8.

### **ARTICLE 24 – JOB SECURITY**

24.01 No employee with more than two (2) years seniority shall be laid off as a result of the contracting out of work without the Employer serving the Union with twelve (12) months written notice.

24.02 Except in cases of emergency, or where it is necessary for the purpose of instruction or experimentation, persons not in the bargaining unit shall not perform work normally performed by members of the bargaining unit. Supervisory and management personnel shall not work on jobs normally performed by bargaining unit personnel to such an extent that it will cause the layoff of persons within the bargaining unit except in cases of when regular qualified Employees are not immediately available.

24.03 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:

- (1) seniority rights;
- (2) service credits relating to vacations, benefits and sick leave;
- (3) conditions of their employment and wage rates.

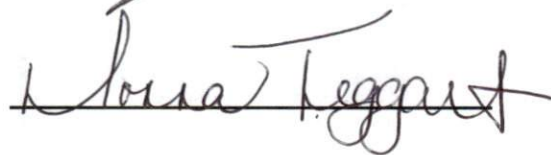


**ARTICLE 25 - TERM OF COLLECTIVE AGREEMENT**

25.01 This Collective Agreement shall be binding and remain in effect from April 1, 2021 to March 31, 2024 and shall continue in force from year to year thereafter unless either party gives notice to the other party of a desire to terminate or amend this Agreement. Such notice shall be given in writing ninety (90) days before the expiry date of this agreement or any subsequent anniversary date in which this agreement remains in force. Within fifteen (15) days of receipt of such notice, or upon a mutually agreeable date, the parties shall enter into negotiations in good faith and make every reasonable effort to negotiate a revised or new Collective Agreement.

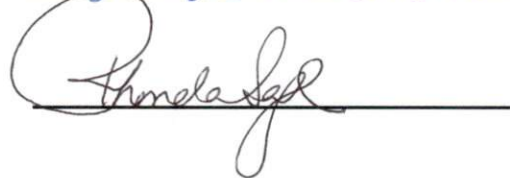
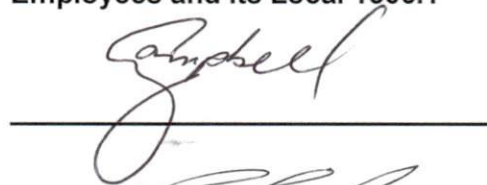
Dated and agreed to this 29<sup>th</sup> day of October, 2021.

**For the Corporation of the  
Municipality of Trent Lakes**



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**For the Canadian Union of Public  
Employees and its Local 1306.1**



**LETTER OF UNDERSTANDING #1**

**RE: SUMMER AND WINTER HOUR CHANGE OVER – TRANSFER STATIONS**

The Ministry of the Environment and Climate Change – Certificate(s) of Approval for the various Waste Transfer Stations, requires that the sites be operated during daylight hours.

In order to comply with the foregoing and in accordance with Article 2.01(c), the Hours of Work as listed in Article 14.01(a) Transfer Station Employees (Permanent Part Time) shall be revised to the following:

**Summer Season:** May 1<sup>st</sup> to September 30<sup>th</sup>

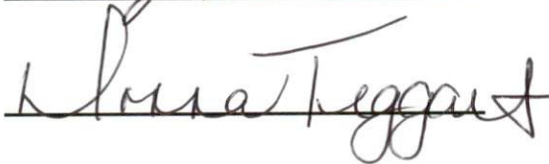
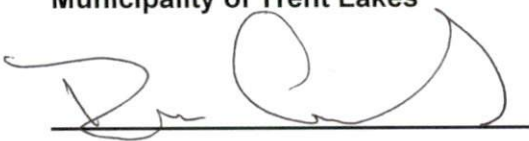
**Winter Season:** October 1<sup>st</sup> to April 30<sup>th</sup> annually

This Agreement constitutes mutual agreement to the Amendment to the Collective Agreement as noted above.

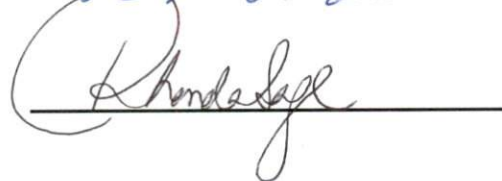
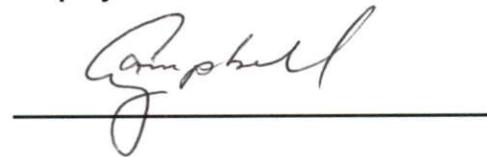
This Letter of Understanding shall automatically terminate on April 30, 2022.

Dated and agreed to this 29<sup>th</sup> day of October, 2021.

**For the Corporation of the  
Municipality of Trent Lakes**



**For the Canadian Union of Public  
Employees and its Local 1306.1**





## SCHEDULE "A"

Classification	April 1/21 1.75%	April 1/22 1.75%	April 1/23 1.75%
Foreperson	33.75	34.34	34.94
Mechanic	33.61	34.20	34.80
HEO	27.80	28.29	28.78
Operator	27.05	27.52	28.00
Labourer	22.91	23.31	23.72
Seasonal Operator	27.05	27.52	28.00
Seasonal Labourer/Flagperson	20.71	21.07	21.44
Transfer Station Attendant	21.88	22.26	22.65
Seasonal Transfer Station Attendant \$2.00/hour less than Transfer Station Attendant	19.88	20.26	20.65

Heavy Equipment Operator (HEO) includes employees working on any of these pieces of equipment: tandem with or without snow plow, sanding equipment, loader, bulldozer, grader, excavator, sweeper, tractor (brush and mower).

Operator includes employees required to operate these pieces of equipment: tandem with or without snow plow, sanding equipment and loader.

Seasonal Operator includes employees who are hired on a seasonal basis who may be required to operate any or all pieces of equipment normally operated by an Operator.