



COLLECTIVE AGREEMENT

between

**THE CORPORATION OF THE TOWN OF BANCROFT
hereinafter called the "Employer" of the FIRST PART**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND IT'S LOCAL 1306.6
hereinafter called the "Union" of the SECOND PART**

Effective January 1, 2022 to December 31, 2024

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ARTICLE 1 - PREAMBLE

- 1.01 It is the desire of both parties to this Collective Agreement:
- a) to maintain and improve the harmonious relations and settle conditions of employment between the Employer and the Union;
 - b) to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.;
 - c) to encourage efficiency in operation;
 - d) to promote the morale, well-being and security of all the employees in the bargaining unit of the Union;
- 1.02 It is now desirable that methods of bargaining and all matters pertaining to working conditions of the employees be drawn up in a Collective Agreement the parties hereby agree as follows.

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.01 The Union recognizes and acknowledges that the management and direction of the working force are fixed exclusively in the Employer and, without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:
- (a) maintain order and efficiency.
 - (b) hire, promote, demote, classify, transfer, suspend employees and to discipline or discharge any employee, provided that a claim by an employee who has acquired seniority, that has been disciplined or discharged without just cause may be the subject matter of a grievance as provided in this Agreement.
 - (c) make, enforce and alter from time to time, rules and regulations to be observed by the employees.
 - (d) determine the nature and kind of business conducted by the Employer, the kinds and locations of facilities, equipment, and materials to be used, 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.

- 2.02 The Employer agrees that these managerial functions shall be executed in a manner consistent with the general purpose and intent of this Agreement and subject to the right of an employee to lodge a grievance as set forth herein.

ARTICLE 3 - RECOGNITION AND NEGOTIATIONS

3.01 **Bargaining Unit:**

The Employer recognizes the Canadian Union of Public Employees and its Local 1306.6 as the sole and exclusive collective bargaining agent for all of its employees save and except Supervisors, and persons above the rank of Supervisor, Manager, Deputy Treasurer, Deputy Clerk, Town General Manager, Treasurer, Fire Chief, Deputy Fire Chief, Manager of Public Works, Clerk, Chief Building Officer and students employed during the school vacation period.

The Employer hereby consents and agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between the parties to this Collective Agreement, looking towards a peaceful and amicable settlement of any differences that may arise between them.

Clarity Note:

The parties agree that the work of the Building and Bylaw Enforcement Officer is not currently being performed. If at any time an employee of the Employer performs this work the position shall be included within the bargaining unit and the terms and conditions of these employees will be subject to negotiations between the parties.

3.02 **Work in the Bargaining Unit:**

Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except for purposes of instruction, experimenting, or in emergencies when regular employees are not available, and provided that the act of performing the aforementioned operation, in itself, does not reduce the hours of work or pay of any employee.



It is agreed that a Manager may perform some of the duties of the Lead Hand employees insofar as supervising the Casual Labourers but only in the situation whereby the Lead Hand employees are not at work.

Notwithstanding the foregoing, a Supervisor or Manager, under exceptional circumstances, may perform any work in the bargaining unit. Exceptional circumstances shall not include the avoidance of the obligation of payment of overtime to employees in the bargaining unit.

3.03 Job Security:

No employee shall be laid off, by reason of his/her work being contracting out or by their work being performed by non-Union personnel or as a result of technological change. In addition, no casual labourers shall be employed if any permanent employees are on layoff.

3.04 Record - Disciplinary Action:

The record of the suspension, disciplinary action, letter or reprimand or adverse report of an employee shall not be used against them at any time after twenty-four (24) months following such suspension or disciplinary action, letters of reprimand or adverse report.

3.05 No Other Agreements:

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.

3.06 Definition of Days:

Except as provided herein, the definition of 'days' shall mean working days that being any day Monday to Friday inclusive and excepting Saturday, Sunday and Holidays listed in Article 12.

ARTICLE 4 - NO DISCRIMINATION

4.01 Employer Shall not Discriminate:

The Employer agrees that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, up-grading, promotion, transfer, layoff, recall, discipline, discharge or



otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, sex or marital status, nor by reason of his/her membership or activity in the Union.

ARTICLE 5 - UNION SECURITY & CHECK-OFF UNION DUES

5.01 Check-off:

The Employer shall deduct from every permanent employee within the bargaining unit on completion of the probationary period, any monthly dues, in accordance with the Union Constitution and/or By-Laws and owing by them to the Union.

5.02 Deductions:

Deductions shall be made from the payroll period at the end of each month and shall be forwarded to the Secretary-Treasurer of the Union, not later than the 15th of the month following, accompanied by a list of the names and addresses of all employees from whose wages the deductions have been made.

5.03 Union to Indemnify the Employer:

The Union agrees to indemnify and to save the Employer harmless for any and all claims which may be made against the Employer by an employee or employees arising out of any amounts deducted from their pay as provided in Article 5.01 preceding.

5.04 All new permanent employees within the bargaining unit shall, as a condition of employment, have the option of becoming members of the Union.

ARTICLE 6 – LABOUR MANAGEMENT RELATIONS

6.01 Correspondence:

All correspondence between the parties arising out of this Collective Agreement or incidental thereto shall pass to and from the C.A.O./Clerk for the Employer and the Chairperson of the Union, CUPE Local 1306.6

6.02 a) 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, in writing the Employer with the names of its officers. Similarly, the Employer shall supply, in



writing the Union with a list of its Management Team or other personnel with whom the Union may be required to transact business.

b) **Union Business:**

Where permission has been granted to representatives of the Union to leave their employment temporarily in order to carry on negotiations with the Employer, or with respect to a grievance, they shall suffer no loss of pay for the time so spent.

c) **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 Chairperson of the Union shall notify the Employer of the two (2) Union representatives in writing when a change of representation occurs. Either party may require additional representation if a particular issue warrants.

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 which have been filed at step 1 or above of the grievance procedure. It is also understood that committee discussions shall not give rise to grievance or discipline.

The committee will meet on an as needed basis. Meeting requests shall be made in writing in accordance with Article 6.01. If a meeting is requested it shall be convened within seven (7) working days of the request by either party.

Minutes shall be recorded and a Chairperson and Recording Secretary shall be designated alternating between the Union and the Employer in each meeting and an approved copy shall be posted on the applicable bulletin boards within seven (7) working days of final approval. It is the intent of the Committee to post the approved minutes as soon as reasonably possible.

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

d) **Joint Health and Safety Committee:**

A Joint Health & Safety Committee shall be in place and will consist of 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.

e) **Union Negotiating Committee:**

The Chairperson of the Union as well as one (1) representative from the "inside" employees and one (1) representative from the "outside" employees shall constitute the Union Negotiating Committee. The Union will advise the Employer as to the Union representatives on the committee at least seven (7) days before bargaining commences.

6.03 **Representatives of Union:**

The Union shall have the right at any time to have the assistance of their National Staff Representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer as well as the President of the Local.

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 or elect a steward whose duties shall be to assist any employee, whom the steward represents, in preparing and in presenting their grievance in accordance with the grievance procedure.

7.02 **Name of Steward:**

The Union shall notify the Employer in accordance with Article 6.01 of the names of the stewards in writing before the Employer shall be required to recognize him/her.

7.03 **Grievance Committee:**

The Steward so selected shall constitute the Grievance Committee so long as they remain an employee or until their successor is chosen.

7.04 **Permission to Leave Work:**

The Employer agrees that Stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while investigating disputes and presenting adjustments as provided in the Article. The Union understands and agrees that each Steward is employed to perform full time work for the Employer and that they will not leave their work during working hours



except to perform their duties under this Collective Agreement. Therefore, no steward shall leave their work without the permission of their CAO/Clerk or designate, which permission shall be given within a reasonable time.

7.05 **Definition of Grievance:**

A grievance under this Collective Agreement shall be defined as any difference or dispute between the Employer and any employee or the Union arising out of this Collective Agreement.

Any grievance filed by an individual employee shall be sanctioned by the Union on the applicable grievance form.

7.06 **Settling of Grievance:**

An earnest effort shall be made to settle any grievance fairly and promptly in the following manner:

Step 1:

An employee having a grievance, along with their steward, shall first submit the grievance in writing to their immediate Supervisor or Manager, or Director, as the case may be, within five (5) working days from the occurrence of the grievance. The Supervisor / Manager / Director, as the case may be, shall reply to the grievance, in writing, within five (5) working days after receiving the grievance.

Step 2:

If the Supervisor's or Manager's or Director's, as the case may be, reply to the grievance is not satisfactory, the grievance, in writing, may then be submitted to the C.A.O. through the Clerk's office within two (2) working days from the Supervisor/Manager/Director's reply being received. The C.A.O. or Clerk or their designate shall reply to the grievance in writing within three (3) working days of its presentation to the C.A.O. or Clerk or their designate.

Step 3:

Failing a satisfactory settlement at this stage, the grievance may be presented for arbitration in accordance with Article 8 of this Collective Agreement. Either Party may notify the other of its desire to proceed to Grievance Mediation prior to Arbitration. Attendance at Grievance Mediation and choice of Mediator shall only be through mutual agreement. Within fifteen (15) working 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.



- 7.07 Once a grievance has been filed in writing, further exchange of communications through electronic means is permissible and acceptable.

ARTICLE 8 - ARBITRATION

8.01 Single Arbitration Process:

A single arbitrator process will be used unless either party request to proceed with a Board of Arbitration as outlined in Article 8.02.

8.02 Composition of Board of Arbitration:

If either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail or personal service addressed to the other party to the Collective Agreement indicating the name of its nominee to the Arbitration Board. Within five (5) working 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 C.A.O./Clerk in the case of the Employer and to the Chairperson of the Union.

8.03 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) working days of appointment, the appointment shall be made by the Minister of Labour, upon the request of either party.

8.04 Board Procedure:

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

8.05 Board Authority:

The Arbitrator or the Board of Arbitration shall not have jurisdiction to amend, alter, modify, or add to, any of the provisions of this Collective Agreement, nor to substitute any new provision in lieu thereof, nor to give any decision inconsistent with the terms and provision of this Collective Agreement.



8.06 **Expenses of the Board:**

Each party shall pay:

- a) The fees and expenses of the arbitrator it appoints.
- b) One half (1/2) the fees and expenses of the Chairperson.

8.07 **Amending the Time Limits:**

The time limits fixed in both the grievance and arbitration procedure may be extended by the consent in writing of the parties to this Collective Agreement.

8.08 **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(s) to have access to the Employer's premises to view any working conditions which may be relevant to the grievance.

8.09 Any meetings with the Employer by the steward(s) and the Chairperson of the Union during the grievance or arbitration procedure shall be without loss of regularly scheduled straight time pay.

8.10 **Cause for Discharge:**

The parties agree that the employees form a relatively small work force and perform an essential service in keeping the streets and other public areas of the Town safe for the public and for this reason the Employer cannot tolerate persistent failure or inability to perform the necessary work, absence from work, lateness or insubordination. If an employee is found to be incapacitated, absent or late or fails to carry out instructions without reasonable excuse of which the Employer may, in the first instance warn the employee verbally, in the second instance warn the employee in writing, and on the third or following instance may discharge the employee.

8.11 The Employer shall notify an employee in writing of any expression of dissatisfaction concerning the employee's work within ten (10) working days of the event of the complaint, with copies to the Recording Secretary of the Union and the National Representative of CUPE. This notice shall include particulars of the work performance which led to such dissatisfaction.



ARTICLE 9 - SENIORITY

9.01 Seniority Defined:

Seniority is defined as the length of service since hiring in the bargaining unit and shall be considered in determining preference or priority for leaves of absence, promotions, transfers, demotions, layoffs and recall on a bargaining unit wide basis but shall govern only when employees are equally qualified, otherwise qualifications shall govern.

9.02 Seniority List:

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

9.03 Probationary Employees:

Newly hired employees for permanent positions shall be considered on a probationary basis for a period of three (3) months from the date of hiring. During the probationary period, employees shall be entitled to all rights and privileges of the Collective Agreement, except with respect to discharge. The employment of such employees may be terminated at any time during the probationary period, unless the Union proves discrimination, as noted in Article 4, as the basis of termination. After completion of the probationary period seniority shall be effective from the original date of employment. Days worked need not be consecutive for purposes of calculating the period of probation. The probationary period may be extended by mutual agreement between the Union and the Employer.

9.04 Loss of Seniority:

Except as provided in Article 9.06, an employee shall continue to accumulate seniority rights if they are absent from work because of sickness, accident, lay-off, paid leaves of absence approved by the Employer and/or any statutory leave provided for under the *Employment Standards Act*.

9.05 An employee shall lose seniority and his/her employment shall be deemed terminated for the following reasons:

- (a) voluntarily quits his/her employment with the Employer and does not rescind their resignation within forty-eight (48) hours;



- (b) is discharged and is not reinstated through the grievance procedure or through mediation/arbitration;
- (c) fails to report for work when recalled from lay off within five (5) working days following notice to report by the Employer sent by registered mail to his/her last known address.

9.06 **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 their seniority in the bargaining unit. This time frame may be extended by an additional six (6) months upon mutual agreement between the Parties. It is agreed that any and all vacancies resulting from the initial vacancy shall be posted and filled as per Article 18. Upon return to the bargaining unit, the employee shall be returned to his/her former position.

In addition, any other job position changes to any other bargaining unit member shall also revert back to their original positions. Upon return to the bargaining unit, the employee's seniority date will be adjusted by the number of weeks the employee is in the excluded position.

During this period of leave, the employee will continue to pay union dues based on the rate of pay in the new position.

ARTICLE 10 - LAYOFFS AND RECALLS

- 10.01 Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a lay-off, employees will be laid off in the reverse order of their seniority. An employee about to be laid off may bump any employee with less seniority, providing the employee exercising the right possesses the appropriate qualifications and abilities to perform the work of the less senior employee.
- 10.02 In the event of a proposed layoff or the elimination of a position within the bargaining unit the Employer shall:
 - a) provide the Union with no less than thirty (30) working days notice of the proposed lay-off or elimination of position; and
 - b) provide to the affected employee(s), if any no less than the thirty (30) working days written notice of lay-off, or pay in lieu thereof.
- 10.03 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.

- 10.04 In the event an employee is laid off they shall continue to receive the benefits in Article 16 for the month in which they are laid off and the following one (1) month.

The employee may, at their own expense, elect to continue these benefits for a further nine (9) consecutive months provided that the premiums are paid in advance, or by post-dated cheques, to maintain coverage.

- 10.05 Notice of any layoff or recall shall be sent by registered mail or personal service to the last known address of the employee(s) on the records of the Employer.

ARTICLE 11 - HOURS OF WORK AND OVERTIME

- 11.01 **Hours:**

Office and Clerical Staff:

The work week shall be thirty-five (35) hours per week seven (7) hours per day, Monday to Friday, 8:30 a.m. to 4:30 p.m. with a one (1) hour unpaid lunch break.

An employee may, with the approval of the Employer, be entitled to amend the hours of work outlined above by up to one (1) hour.

Landfill Attendant/Public Works Labourer:

The workweek shall consist of eight (8) hours per day, Thursday, Friday, Saturday, Sunday and Monday. One-half (1/2) hour outside of the aforesaid eight hours shall be allowed for lunch on Thursday, Friday and Monday. The normal starting time shall be 7:00 a.m. and the quitting time 3:30 pm on Thursday, Friday and Monday. The normal starting time shall be 8:00 am and the quitting time 4:00 pm on Saturday and Sunday.

Recognizing that the Landfill Attendant/Labourer may be unable to leave the site on Saturday and Sunday, he/she shall be paid for all hours worked which would include a running lunch.

Landfill Operations

In order to perform the necessary functions at the Landfill, the Employer agrees that all Operators shall be trained to perform all functions related to the Landfill. Operators who wish to work at the Landfill shall indicate this to the Manager of Public Works in writing. If not enough Operators indicate their willingness to work at the Landfill, the Manager of Public Works shall assign said work on an equitable basis. It is understood



that all hours worked at the Landfill by the Public Works Operators shall be within their normal hours of work as indicated below.

Employees Performing Recycling/Waste Collection:

The workweek shall consist of eight (8) hours per day, Monday to Friday. One-half (1/2) hour outside of the aforesaid eight hours shall be allowed for lunch. The normal starting time shall be 7:00 a.m. and the quitting time 3:30 p.m. It is agreed that it is the requirement of both the employee and the Employer to abide by the hourly requirements as stipulated in the *Ontario Highway Traffic Act*.

Outside Employees:

Winter Schedule (first pay period on or after November 1st annually to pay period on or before May 1st annually):

The workweek shall consist of eight (8) hours per day, Monday to Friday. One-half (1/2) hour outside of the aforesaid eight hours shall be allowed for lunch. The normal starting time shall be 6:00 a.m. and the quitting time 2:30 p.m. It is agreed that it is the requirement of both the employee and the Employer to abide by the hourly requirements as stipulated in the *Ontario Highway Traffic Act*.

Summer Schedule (next pay period after May 1st to pay period before November 1st annually):

The workweek shall consist of four (4) ten (10) hour days split as Monday to Thursday, and Tuesday to Friday with a set schedule. One-half (1/2) unpaid hour outside of the aforesaid ten (10) hours shall be allowed for lunch. The normal starting time shall be 6:00 a.m. and the quitting time 4:30 p.m. It is agreed that it is the requirement of both the employee and the Employer to abide by the hourly requirements as stipulated in the *Ontario Highway Traffic Act*.

It is agreed that deductions from the vacation or sick bank for days during the Summer Hours shall be based on actual time lost on the day(s) in question.

It is agreed that pay for holidays as listed under Article 12.01 which fall during the summer hours shall be based on an eight (8) hour day. When a holiday falls during the work week the hours of work for the remainder of that week for all employees working the summer schedule shall be 8 hours per day. The hours of work shall be 7:00 a.m. to 3:30 p.m. with one half (1/2) unpaid hour allowed for lunch.



Summer Schedule - Building and Facilities/Parks and Recreation

Summer Schedule (next pay period after May 1st to pay period before November 1st annually):

The workweek shall consist of nine (9) hours per day, Monday to Thursday and four (4) hours per day Friday. During Monday through and including Thursday, one-half (1/2) hour outside of the aforesaid nine (9) hours shall be allowed for lunch. The normal starting time shall be 6:00 a.m. and the quitting time 3:30 p.m. Monday through Thursday inclusive and the normal starting time shall be 6:00 a.m. and the quitting time shall be 10:00 a.m. on Friday. It is agreed that it is the requirement of both the employee and the Employer to abide by the hourly requirements as stipulated in the *Ontario Highway Traffic Act*.

It is agreed that deductions from the vacation or sick bank for days during the Summer Hours shall be based on actual time lost on the day(s) in question.

It is agreed that pay for holidays as listed under Article 12.01 which fall during the summer hours shall be based on an eight (8) hour day. When a holiday falls during the work week the hours of work for the remainder of that week for all employees working the summer schedule shall be 8 hours per day. The hours of work shall be 7:00 a.m. to 3:30 p.m. with one half (1/2) unpaid hour allowed for lunch.

11.02 The Employer shall be entitled to amend the regular hours of work outlined above for all employees, excluding office & clerical staff, those employees performing garbage pick-up and Landfill Attendant/Public Works Labourer, based on the following:

- a) The Employer may adjust the start time as outlined above by one (1) hour with the employee working an eight (8) hour day.
- b) The Employer may adjust the start time by two (2) hours with the employee working an eight (8) hour day and receiving one (1) of the eight (8) hours at an additional time, of time and one-half (1 ½).

Flex Time:

When an employee is asked to work hours outside of the normal working hours described above to support Municipal Council Meetings and/or Committee Meetings and/or Special Events, the Employer agrees, upon request of the



employee, to consider an employee's request for flex time. Flex time shall include, but not be limited to, changing weekly hours so that the employee works more than seven (7) hours in one day and less than seven (7) hours on another day within the same pay period. It is agreed that the working of flex time hours shall not result in any overtime payment owed to the employee.

11.03 **Break Period:**

All employees shall be permitted one fifteen (15) minute paid rest period, approximately midway, both in the first and second half of a shift on the job site.

Break Periods on Overtime:

All employees shall be permitted one fifteen (15) minute paid rest period when they work three (3) hours of overtime and when an employee works six (6) or more hours they shall receive a thirty (30) minute paid rest period, at the end of the overtime worked.

11.04 **Overtime Rates:**

Except as provided below, overtime rate of time and one-half (1 1/2) will be paid for work performed over the normal schedule hours of work identified in Article 11.01.

Except for the Landfill Attendant/Public Works Labourer, double (2) time shall be paid for overtime work performed on Sundays. For all employees work performed on Statutory Holidays as listed in Article 12.01 the employee will receive pay at the rate of time and one-half the employee's regular rate of pay plus either an additional day's pay at the employee's regular rate of pay or an additional day off as mutually agreed upon by the Employer and employee.

For all hours worked in excess of fifty-five (55) hours in a work week shall be paid at double (2) time.

Employees shall be allowed to bank up to eighty (80) hours annually of overtime to be taken, in lieu of overtime, at a time mutually agreed to between the Employer and the employee or paid out to the employee at the last pay period of November. Banked hours shall be paid out at the rate in place when the hours were accumulated.

Overtime hours worked after November 30th can start to be banked for the following year. Payment of any hours banked during December would be paid out at the rate in which it was earned.



11.05 **Sharing of Overtime:**

Overtime and call-back time shall be divided equally among all unionized employees who are willing and qualified to perform the work that is available. The Employer shall make available to the employees a listing of all overtime and its distribution quarterly.

11.06 **Minimum Call-Back Time:**

An employee who is called in and required to work overtime, including holidays listed in Article 12.01 of this Collective Agreement, shall be paid for a minimum of three (3) hours at overtime rates, and shall be paid from the time they arrive at their workplace.

11.07 Except as provided in Article 11.02, employees' regular scheduled hours of work shall not be altered in order to avoid paying overtime.

11.08 **Re: Custodian**

The Employer recognizes the Custodian position as a member of the CUPE Bargaining Unit and they will receive all the benefits coverage as per the collective agreement (i.e. health, vision and dental) and any across-the-board wage adjustments received by the bargaining unit.

ARTICLE 12 - HOLIDAYS

12.01 **List of Holidays:**

The Employer recognizes the following as paid holidays:

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

If one (1) other National or Provincial Holiday is proclaimed by the Lieutenant Governor then the Employer may substitute it for one (1) of the above holidays. The last half (½) shift prior to Christmas Day and the last half (½) shift prior to New Year's Day. An employee who works on any of the above-mentioned paid holidays, shall be paid for their time in accordance with Article 11.04.

12.02 **Holidays Falling on Weekend:**

When any of the above noted holidays fall on a Saturday or Sunday and are not proclaimed as being observed on some other day, the employees shall be entitled to that day off



on a Monday or a Friday to be set by the Employer within the following thirty (30) day period.

12.03 **Holiday During Vacation:**

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

ARTICLE 13 - VACATIONS

13.01 An employee, in their first year of hire, shall receive vacation time prorated to the amount of time paid within the vacation entitlement year with a full year's entitlement being ten (10) days.

Vacation with pay will be granted based on the full-time employee's continuous service date as follows:

- I. Two (2) weeks pro-rated for less than one (1) year of continuous service.
- II. Two (2) weeks after one (1) year of continuous service.
- III. Three (3) weeks after three (3) years of continuous service.
- IV. Four (4) weeks after eight (8) years of continuous service.
- V. Five (5) weeks after fourteen (14) years of continuous service.
- VI. Six (6) weeks after twenty (20) years of continuous service
- VII. An additional 1.5 days' vacation for each year following twenty-two (22) years.

13.02 In the event an employee takes their vacation prior to their qualifying date and terminates his/her employment, the Employer shall be entitled to recover any overpayment of vacation pay from severance allowance.

13.03 Except as provided below, employees shall take their vacation at any time during the year in which it is earned. A vacation schedule shall be posted as soon as possible after the start of a calendar year on which employees may indicate their vacation preference. For the months of January, February, March and April vacation requests must be submitted by November 15th of the prior year and will be finalized by the Employer on or before November 30th. For the remaining months of the year vacation requests must be submitted by March 15th of that current year and will be finalized by the Employer on or before March 31st. Any change thereafter shall be by mutual



agreement between the Employer and the employee affected. In the event there is a conflict on vacation dates, then seniority shall prevail.

Employees who submit their requests for vacation after November 15th or March 15th for the respective time periods referenced above shall be allowed vacation on a first come, first serve basis with preference being given to an employee who requests full weeks off instead of individual days.

An employee failing to indicate their vacation preference shall be allotted vacation time at the discretion of the Employer but not to interfere with the vacation schedule.

An employee shall be allowed to carryover up to five (5) days of vacation into the next calendar year. Requests for carry over to be made on or before November 15th. In exceptional circumstances, the employee may be allowed to amend their carryover request after November 15th.

During the months of July and August an employee shall only be entitled to take up to two (2) weeks in vacation at any one time.

13.04 Approved Leave of Absence During Vacation:

Where an employee qualified for sick leave or bereavement during the period of vacation of the employee, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, all of which shall be by mutual agreement between the Employer and the employee and subject to the requirement to maintain an efficient operation within the particular department.

ARTICLE 14 - LEAVE OF ABSENCE

14.01 Union Conventions:

Leave of absence without pay and without loss of seniority shall be granted, upon request to the Employer to two (2) for employees elected or appointed to represent the Union at Union conventions, workshops, educationals or seminars. Such time shall not exceed a total of twenty (20) days in any calendar year. There shall be no leave of absence for Union business without the Employer's approval.

The Employer shall continue to pay the employee during the above leave and shall bill the Union for the costs of time spent on said leave.



14.02 **Bereavement Leave:**

An employee shall be granted a maximum of:

five (5) consecutive calendar days leave in the case of death of a spouse (including common-law), son, daughter, common-law and step relationships, mother or father;

three (3) consecutive calendar days leave in case of the death of a brother, sister, son-in-law, or daughter-in-law, mother-in-law or father-in-law or grandparent;

one (1) day leave in the case of the death of an niece, nephew, cousin, aunt or uncle.

It is agreed that the quantum of calendar days above reflects the total for each family member allowable.

These days shall be granted with pay.

Where burial occurs outside of Ontario, the bereavement leave shall also include the employee's reasonable travelling time, not exceeding seven (7) working days, but the employee shall not be paid during such allowable travelling time beyond the basic days leave with pay.

Notwithstanding the foregoing, under extenuating circumstances an employee may apply to the C.A.O./Clerk for unpaid leave consequent upon the death of a close friend and/or relative not included above and unpaid leave under such circumstances shall not be unreasonably withheld.

In cases where burial involves an internment an employee shall be entitled to use one (1) of the paid days listed above for the day of the internment.

14.03 **Jury or Crown Witness Duty:**

Employees required to act as jurors or crown witnesses shall be granted a leave of absence with pay and without loss of seniority or benefits for this purpose. The Employer shall pay the employee his/her full basic wage or salary for the period of such service provided that the employee shall turn over to the Employer the full amount of compensation received for said service, excluding payment for travelling and meals, and provided the employee presents to the Employer proof of service and the amount of payment received.

14.04 **General Leave:**

The Employer shall grant leave of absence without pay and without loss of seniority to an employee requesting such



leave for good and sufficient cause, such request to be in writing and approved by the Employer. Such approval shall not be withheld without good reason.

14.05 **Pregnancy Leave:**

- (a) Pregnancy Leave will be granted in accordance with the provisions of the *Employment Standards Act, 2000* and other related statutes, except where amended in this Article. The Employer will continue to pay its portion of the benefit plan premiums (if applicable) and pension contributions if the employee elects to continue her portion of any such applicable costs.

The period of an employees leave pursuant to Leave of Absence provisions in the *Employment Standards Act, 2000*, shall be included in calculating an employee's seniority.

- (b) The employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return.
- (c) The employee shall reconfirm her intention to return to work on the date originally approved by the Employer in subsection (b) above by written notification received by the Employer at least two (2) weeks in advance thereof. The employee shall be reinstated to her former position, unless the position has been discontinued in which case, she shall be given a comparable job.

14.06 **Parental/Adoption Leave**

- (a) An employee who becomes a parent of a child is eligible to take parental leave in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision.
- (b) A "parent" includes a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own.
- (c) An employee who is on pregnancy leave as provided for above, is eligible to be granted a parental leave in accordance with the *Employment Standards Act*. An employee who is eligible for a parental leave who is the natural father or adoptive father may extend the parental leave in accordance with the *Employment Standards Act*. The employee shall give written notice at least two (2) weeks in advance of the commencement of such leave and the expected date of return.



- (d) The employee shall reconfirm their intention to return to work on the date originally approved by the Employer in subsection (c) above by written notification received by the Employer at least two (2) weeks in advance thereof. The employee shall be reinstated to her former position, unless the position has been discontinued in which case, she shall be given a comparable job. The Employer will continue to pay its portion of the benefit plan premiums (if applicable) and pension contributions if the employee elects to continue her portion of any such applicable costs.
- (e) The *Employment Standards Act* includes provisions dealing with complications of pregnancy and other special circumstances, and with the notice required to change the beginning or ending date of a leave. The parties agree to comply with these provisions.

14.07 **Emergency Leave:**

Emergency and Family Leave to be in accordance with the relevant provisions of the *Employment Standards Act* as well as any other applicable leave of absence provisions established within the ESA.

ARTICLE 15 - WAGES AND CLASSIFICATIONS

15.01 **Pay Days:**

The Employer shall pay salaries and wages every second (2nd) Thursday by direct deposit no later than 4:00 p.m. in accordance with Schedule "A" attached hereto and forming part of this Collective Agreement. It is understood that for overtime hours incurred between Friday noon and Monday at 9:00 am, the Employer will make all reasonable efforts to ensure that those overtime hours be paid on the following pay period Thursday. If the overtime hours cannot be paid on the following pay period Thursday, those hours may be paid on the next regularly scheduled pay date.

On each payday employees shall be provided with an itemized statement of their wages and deductions.

15.02 **Rate for Acting Supervisor:**

Providing an employee has been assigned by his/her Supervisor/Manager/Director to the position of Acting Supervisor, in the absence of the Supervisor, they shall be paid not less than ten (10) percent above the highest rates classification under their supervision for all the



time working in that capacity providing the time worked is great than five (5) days.

15.03 **Standby Pay:**

Employees requested to standby (be available for call-out and carry cell phone or device which allows the Employer/Answering Service to contact) shall receive \$55.00 per day for each of Saturday and Sunday and \$25.00 per day, Monday to Friday, inclusive.

It is understood that for Winter Maintenance, if the Employer requires an employee to be available for call-out and to carry cell phone or device which allows the Employer to contact, the employee shall receive \$45.00 per day for each of Saturday and Sunday and \$25.00 per day, Monday to Friday, inclusive.

15.04 An employee, other than as outlined below, requiring a license or permit falling under a federal, provincial or municipal stipulation shall be responsible for any regular renewal fee(s) required in order to maintain the license or permit.

Mechanic:

The Employer agrees to reimburse a Mechanic once per year the renewal fees to a maximum of three hundred (\$300.00) dollars for any required license or permit falling under a federal, provincial or municipal stipulation upon receipt of payment.

Tools and Equipment:

The Employer shall provide all approved tools and equipment required by employees in the performance of their duties. Employees are responsible for the proper use and reasonable security of tools and equipment provided for their use. Tools and equipment are to be kept at the Employer's premises and available for inspection at all times. Worn or broken tools are to be returned to the Employer for replacement.

Equipment Operator:

The Employer shall reimburse costs associated with an Equipment Operator maintaining his/her certification and/or licenses, provided it is a job requirement as determined by the Employer upon receipt of payment.



ARTICLE 16 – BENEFIT PLANS

16.01 **Pension:**

It shall be a condition of employment that all new permanent employees as defined in this Collective Agreement shall be covered by the Ontario Municipal Employees Retirement System Basic Pension Plan with conditions and cost sharing as required by the system. It is agreed that the pension hereunder shall be integrated with the Canada Pension Plan.

16.02 **Hospital and Medical Insurance:**

The Employer shall provide that each employee be covered by the Ontario Health Insurance Plan and Manulife Financial - Semi-Private coverage, all of which premiums shall be paid one hundred (100%) percent by the Employer.

16.03 **Group Life Insurance:**

The Employer shall provide Group Life Insurance coverage of two (2) times normal yearly salary for each employee.

16.04 **Long Term Disability:**

The Employer shall provide that each employee is covered by a long term disability plan, commonly referred to and included in the "Hastings County-Wide Group Benefit Program", which plan is administered by Mosey and Mosey, with the Employer paying one hundred (100%) percent. It is agreed that the Town's sole obligation is to contribute one hundred per cent (100%) of the cost of the billed premiums for the Benefit Program listed above.

16.05 **Medical Benefit:**

The Employer shall provide the equivalent of Manulife Financial Extended Health Care benefits, ten (10) dollars/twenty (20) dollars deductible, including prescription glasses 01/01/2018 three hundred and seventy-five (375) dollars, 01/01/2019 four hundred (400) dollars, 01/01/2020 four hundred and twenty-five (425) dollars and 01/01/2021 four hundred and fifty (450) dollars insured every twenty-four (24) months and, coverage for vision testing every twenty-four (24) months, together with Manulife Financial Dental Plan #9, based on current ODA fee schedule. All of the foregoing shall be consistent with The Hastings County-Wide Employee Group Benefit Plan.

Orthodontic Coverage:

The Employer shall provide orthodontic coverage with the



Employer paying one hundred (100) percent of the premiums. Coverage will provide for a lifetime maximum of four thousand (4000) dollars to be paid on a fifty/fifty basis by the Employer and the employee for individuals of age eighteen (18) or less.

16.06 **Retiree Benefits:**

The Employer shall continue to provide the benefits outlined in Article 16.05 minus the Life Insurance for employees who retire for the earlier of a period of ten (10) years or to age sixty-fifth (65) birthday provided that the employee has been employed for the Employer for a minimum of sixteen (16) years.

The Employer shall pay one hundred (100%) percent of the cost of the premiums for the benefits being provided except for dental. For the Dental Plan, the Employer shall pay 40% of the cost of the premiums and the employee shall pay 60% of the costs. It is agreed that the employee can opt out of dental care and once he/she opts out, they are not able to opt back in. In addition, any improvements made to Article 16.07 in the future will be applied.

The employee shall keep the Employer informed of their current address.

16.07 **Paramedical Benefits:**

To help minimize the use of sick leave and enhance employee health and fitness, the Employer agrees to pay the premiums for paramedical services for eligible full time employees:

Physiotherapist to a maximum of four hundred dollars (\$400.00) as of January 1, 2019 and four hundred and twenty-five (\$425.00) as of January 1, 2021 per calendar year.

Chiropractor to a maximum four hundred dollars (\$400.00) as of January 1, 2019 and four hundred and twenty-five (\$425.00) as of January 1, 2021 per calendar year.

Massage Therapist to a maximum of four hundred dollars (\$400.00) as of January 1, 2019 and four hundred and twenty-five (\$425.00) as of January 1, 2021 per calendar year, single coverage only, for full time eligible employees, with prior authorization from a physician.

Hearing Aids Benefits paid for employee only at a maximum of five hundred dollars (\$500.00) every five years.

Hearing tests to be paid once every two (2) years for employees only with appropriate medical prescription.



The Parties agree that the Employer may opt to self-insure this entitlement and pay the employee the amount upon proof of receipt.

Such benefits are payable only after the annual maximum allowance under the provincial health plan has been paid.

16.08 The Employer shall continue to provide to an employee who is absent on Sick Leave or Long Term Disability the benefits outlined in Article 16 with the Employer paying one hundred (100%) percent of the premiums.

16.09 **Change of Benefit/Carrier:**

The benefits outlined in Article 16 shall not be reduced from the current level. The Employer may change carriers but no change in carrier shall result in a decrease in any or all of the benefits individually or grouped currently received by the employees.

ARTICLE 17 - SICK LEAVE

17.01 **Sick Leave Defined:**

- a) Sick leave means the period of time an employee is permitted to be absent from work with full 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 Insurance Board. In addition, sick leave is also defined as the period of time an employee is permitted to be absent from work with full pay because he/she is responsible for the care of a family member for the purposes of preventative health care, including dental and/or for illness of a family member.
- b) For the purpose of the above language, an employee must retain in their bank at least one day per month, or twelve (12) days per year for personal illness, or personal maternity/parental leave, or care of a gravely ill family member in order to use any of the accumulated days for other than personal reasons. Only sick leave earned in excess of these amounts, or above 75 days total accumulation shall be used for other than personal illness, or personal maternity/parental leave, or care of a gravely ill family member.

17.02 **Amount of Sick Leave:**

Sick Leave shall be accumulated by employees on the basis of one and one-half (1½) days for each month of service to a maximum accumulation of one hundred (100) working days.

Sick Leave shall not accumulate while an employee is on Long Term Disability. It is understood that the



eligibility period for Long Term Disability is one hundred and twenty (120) calendar days.

17.03 **Deductions from Sick Leave:**

A deduction shall be made from accumulated sick leave of all normal working days or parts thereof (exclusive of all days) absent for sick leave as defined in Article 17.01.

17.04 **Proof of Illness:**

In the event that the employee claims to be entitled to more than three (3) days absence due to illness the Employer shall be entitled to a certificate from a qualified medical practitioner with respect to all days of absence beyond the three (3) days. All costs of any and all certificates required by the Employer shall be paid for by the Employer.

Employees, whose record of attendance is indicative of abuse of sick leave days, will be notified in writing that a certificate from a duly recognized medical practitioner will be required for each future absence in order to substantiate illness and payment of wages for such absent time.

Should the employee fail to comply without reasonable explanation, wages will not be paid.

The Employer shall review the employee's record of attendance every six (6) months to determine if they continue to be required to produce a certificate on each and every absence.

All costs of any and all certificates required by the Employer shall be paid for by the Employer.

17.05 **Sick Leave Records:**

The Employer will keep a record of all unused sick leave. Immediately after the close of each calendar year, such employee shall review the records of the Employer and verify that the accumulated sick leave is correct. Any employee is to be advised, on application, of the amount of sick leave accrued to his/her credit.

The Employer will keep a record of any deficit of sick leave that is owed to the Employer. Immediately after the close of each calendar year, such employee shall review the records of the Employer and verify that the

accumulated deficit is correct. Any employee is to be advised, on application, of the amount of sick leave accrued to his/her credit.



17.06 **No Accrual of Sick Leave on Termination:**

The parties agree that benefits hereunder are paid only in the event of actual sickness and no benefits are payable on termination of employment or otherwise by reason only of accumulated sick time.

17.07 If an employee with sick leave credits in their sick leave bank is prevented from working for the Employer on account of an occupational illness or accident that is recognized by the Workers' Safety Insurance Board as compensable within the meaning of the *Workers' Safety Insurance Act*, the Employer, on application from the employee will supplement the award made by the Workers' Safety Insurance Board for loss of wages to the employee by such amount that the award of the Workers' Safety Insurance Board for loss of wages, together with the supplementation of the Employer, will equal one hundred (100) percent of the employees earnings. The amount required to supplement the award will be deducted from the employee's sick leave credit.

The above provision will not be used to top-up an employee's pension from the Workers' Safety Insurance Board.

If the employee exhausts his/her sick leave credits and/or does not have enough sick leave credits in their bank to "top up", the Employer agrees to continue to pay the above "top up" and the employee, upon return to work, pays back through their sick leave bank.

17.08 **Immunization:**

The Employer shall pay the cost of immunizing employees against contagious disease likely to be contacted at work.

ARTICLE 18 - JOB POSTINGS

18.01 When a vacancy occurs or a new position is created inside the bargaining unit the Employer shall notify the Union in writing and post notice of the position on all applicable bulletin boards for a minimum of one (1) week in order that all members will know about the position and be able to make written application therefore. When a vacancy occurs or a new position is created outside the bargaining unit the Employer shall post the position on the applicable bulletin boards.

When the Employer decides not to fill the position, written notice will be provided to the Union no more than thirty (30) days after the vacancy occurs.



18.02 **Information in Postings:**

Such notice shall contain the following information:

nature of position; qualifications; required knowledge and education; skills; shift; wage or salary rate or range.

18.03 **Recognition of Seniority:**

Both parties recognize:

- a) The principle of promotion within the service of the Employer;
- b) That job opportunity should increase in proportion to length of service.

18.04 **Method of Making Appointments:**

In making staff changes, transfers or promotions, within the bargaining unit, appointment shall be made of the applicant with the best qualifications and when qualifications are equal then according to seniority. Appointments if made from within the bargaining unit shall be made within five (5) calendar weeks of posting. If none of the present employees apply or qualify within one (1) calendar week of posting, the Employer may advertise for outside applicants.

18.05 **Priority in Filling Vacancies:**

When filling a vacancy required to be posted pursuant to this Article, the Employer shall consider applicants in the following order:

Permanent full time and regular part time employees in CUPE 1306.6;
Temporary employees in CUPE 1306.6; and
Any other applicants.

ARTICLE 19 – TEMPORARY OPPORTUNITIES

19.01 **Definitions**

For the purposes of this Collective Agreement:

"temporary opportunity" means an opportunity for a permanent employee or a temporary employee to backfill an employee who is away from work and/or who has transferred into a non-Union Position, and/or to perform a temporary job of a non-recurring nature (i.e. special project) for a term of twelve (12) months or less, or a longer term if agreed between the Parties to the Collective Agreement.



19.02 **Posting**

All temporary opportunities which are expected to exceed three (3) months in duration shall be posted as per Article 18 of the Collective Agreement. If the duration is expected to be less than three (3) months, the Employer shall offer the position to existing permanent employees by seniority who are qualified. If no existing permanent employee accepts the offer, the Employer shall hire a temporary employee.

If a permanent employee successfully posts into a temporary opportunity and/or is appointed, said employee shall maintain all rights to the Collective Agreement.

19.03 **Temporary Employee Entitlements**

- (a) A temporary employee shall be covered by all of the provisions of this Collective Agreement, excepting the following:
Article 9 (probationary period);
Article 9 (seniority);
Article 10 (layoff and recall);
Article 13 (vacation);
Article 16 (benefits); and
Article 17 (sick leave).

- (b) **Termination of Temporary Employee**

The employment of a temporary employee may be terminated by the Employer, for any reason not contrary to law, and there shall be no recourse to the grievance or arbitration provision of this Collective Agreement.

19.04 **Payment of Temporary Employees**

Temporary employees who are backfilling an employee who is away from work shall be paid:

- (a) for the first three (3) months, 25 cents below the rate for the job, and
- (b) thereafter the job rate for the job

For temporary employees who are hired to perform a temporary job of a non-recurring nature, the Parties shall meet to discuss an appropriate rate of pay.

19.05 **Seniority for Temporary Employee to Permanent Employee**

If a temporary employee becomes a permanent employee, without a break, as a result of a posting under Article 18 the following will apply:

- (a) The employee's seniority will be effective from the first



day of work from the last date of hire in the bargaining unit, and

- (b) The probationary period referred to in Article 9 shall be reduced by fifty-percent (50%) of the time worked if the employee stays in the same job.

ARTICLE 20 – MISCELLANEOUS

20.01 a) Each employee who has completed the probationary period will be reimbursed up to three hundred and fifty (350) dollars per year excluding Office & Clerical employees, in the month of April to assist with the cost of safety boots based on the presentation and approval of valid receipts.

The Employer shall issue one (1) hard hat to each employee on hiring and as required by the *Occupational Health & Safety Act*.

The Employer shall also issue on an annual basis in the month of April:

five (5) t-shirts
five (5) pants

The Employer shall also issue on an as-needed replacement basis:

one (1) summer jacket two (2) coveralls
one (1) pair bib coveralls one (1) winter parka
five (5) pullover sweaters
one (1) pair of insulated bib coveralls

The above clothing shall be worn at work only and shall be the only clothing worn at work. The employee shall clean and maintain their clothing at their own cost. Replacement clothing shall be at the discretion of the Employer.

The Employer will provide any necessary gloves.

- b) When the Water Utility Billing Clerk's duties include physically reading the utility meters, the Employer will reimburse the Water Utility Billing Clerk up to three hundred and fifty (350) dollars per year in the month of April in lieu of providing Employer issued clothing. Payment of the apparel allowance shall be reimbursed upon receipt of payment.

Clothing purchased will be in a fashion acceptable to the Employer.



20.02 **Long Service Pay:**

In recognition of the principle that a long service employee is of increased value to the Employer through acquired knowledge and experience, the Employer agrees to long service pay in accordance with the following table:

after ten (10) years of service	-	seventy-five (75) dollars that year
after eleven (11) years of service	-	ninety (90) dollars that year
between twelve (12) and twenty five(25) years of service	-	one hundred and five(105) dollars and an additional fifteen (15) dollars per annum for every additional year up to twenty-five (25)
after twenty-five (25)years of service	-	two hundred fifty(250) dollars per annum

And that Long Service Pay shall be due on November 30th of each year and further that on severance of employment with the Employer the Long Service Pay entitlement due to the long service employee in the year in which the severance occurred shall be calculated on a pro-rate basis from the 30th day of November next preceding to the date of their departure. When an employee retires or dies, the employee or their estate shall receive the full amount of the long service pay for that year. The Parties acknowledge that the Canadian Revenue Agency (CRA) currently identifies this Long Service Pay as a taxable benefit and, as a result, will deduct tax at the appropriate rate from the gross amount listed above. The Employer agrees to reimburse the employee for any tax deduction removed as a result of the CRA requirements so that the amounts above are net for each employee.

20.03 **Bulletin Board:**

The Employer shall provide bulletin boards in the workplace which shall be placed so that all employees will 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 Local will provide the Employer with a list of the locations in the workplace of where the bulletin boards are located so that the Employer can post notices of vacancies or new positions as per clause 18.01.



Union Bulletin Boards are located at:

1. Municipal Office
8 Hastings Heritage Way
On main floor outside offices
2. Public Works Building 60 Monck St.
Outside the admin office
3. Building Facilities
60 Monck St.
In the front office
4. Bancroft Fire Hall
33 Chemaushgon Road
upstairs in the kitchen
5. Dungannon Landfill
164 Pinnacle Road
Behind the desk of Attendant

20.04 **ESA:**

The parties agree that any changes to the ESA (as amended from time to time) or other applicable legislation, regulation or statute (as amended from time to time) which affects the term of this collective agreement, superior provisions shall apply. For clarity, any changes to the ESA shall apply immediately upon its effective date if superior to the language existing in the Collective Agreement.

ARTICLE 21 - NO STRIKES OR LOCK-OUTS

21.01 There shall be no strike or lock-out as defined in the **Ontario Labour Relations Act** so long as this Collective Agreement continues to operate.

ARTICLE 22 – CASUAL EMPLOYEES

22.01 It is understood that casual labourers do not receive the benefits of this Collective Agreement except as to wages, however, should a casual labourer, who has undertaken work periodically, become a permanent employee, pursuant to Article 18 - Job Postings, then it is agreed that the provisions of Article 9.03 shall prevail.

22.02 Casual Labourers shall be used as Labourers and shall not be permitted to operate equipment rated above a one (1) ton pick-up truck. Casual Labourers shall be permitted to operate parks equipment such as lawn tractors, lawn mowers, etc.

22.03 A Casual/Labourer shall not be employed for more than three (3) continuous months and no more than a total of



six (6) months in a year.

22.04 Casual Labourers employed for more than three (3) months shall pay union dues in accordance with Article 5.02.

ARTICLE 23- DURATION OF COLLECTIVE AGREEMENT

23.01 This Collective Agreement shall be binding and remain in effect until December 31st, 2024 and will continue in force from year to year thereafter unless written notice shall have been given by one party to the other within ninety (90) days prior to the termination date, or the anniversary date of any subsequent annual extension, that it is desired to terminate or amend the Collective Agreement.

Executed by the duly authorized representatives of the parties this 25 day of May, 2022, in Bancroft, Ontario.

Corporation of the Town
Of Bancroft

Andrea Kauffelt
Amel
Pat
MJ

Canadian Union of Public
Employees & It's Local 1306.6

Chantal
Christina
Ray
W. O.



***NEW** LETTER OF UNDERSTANDING**
RE COMPRESSED WORK WEEK (inside workers only)

BETWEEN:

THE CORPORATION OF THE TOWN OF BANCROFT
(Hereinafter referred to as the "Employer" of the FIRST PART)

-and-

CANADIAN UNION OF PUBLIC EMPLOYEES
AND IT'S LOCAL 1306.6
(Hereinafter called the "Union" of the SECOND PART)

The Town of Bancroft and Union recognize the concept of the compressed work week. It is further understood that the compressed work week conditions will only apply to those employees, inside workers only, who are participating in the compressed work week agreement.

COMPRESSED WORK WEEK GUIDELINES

1. Upon the appropriate Management approval, an employee has the option of working a compressed work week or their regular hours of work.
2. The compressed work week shall consist of working the normal weekly hours (35 or 40) in less than 5 working days.
3. The actual working time and lieu time arrangements for the compressed work week must be approved by the Department Head.
4. Employees choosing to work a compressed work week shall not lose any pay, benefits or paid holidays. Accordingly, during weeks in which a paid holiday falls, they shall revert to the regular hours of work and not the hours established by the compressed work week.
5. Sick days and vacation days are paid in accordance with the normal Town policies for payment and employees do not earn credits towards their compressed work week schedule while on sick leave or vacation.
6. All hours to be credited toward the Compressed Work Week except the one half (1/2) hour at lunch time must be worked before or after the employees scheduled start and end times, or at such other times as approved by the Department Head.
7. An employee who has chosen to work the Compressed Work Week



may revert to their regular hours of work provided at least two (2) weeks' written notice is given to their Department Head.

8. The employer may cancel without compensation or other allowance an employee's Compressed Work Week or the Compressed Work Week for a Department with two (2) weeks' notice.

COMPRESSED WORK WEEK ARRANGEMENT

1. This Compressed Work Week arrangement is made in accordance with Article 11 - Hours of Work and Overtime.
2. Unless specified in this Arrangement all Articles of the Collective Agreement apply.
3. Where the parties agree, an employee has the option of working a compressed work week or their regular scheduled hours of work as set out in Article 11.
4. The Compressed Work Week schedule shall result in each employee working their normal weekly hours (35 or 40) in less than the normal week (5 days).
5. Each employee's Compressed Work Week schedule (showing both hours/days worked and days off) must be approved by the Department Head.
6. Authorized periods of work in excess of the regular working periods specified in the Compressed Work Week schedule or on scheduled day(s) off will be compensated for in accordance with Article 11.04 (Overtime Rates) of the Collective Agreement.
7. Employees who participate in a Compressed Work Week arrangement shall not lose any pay or benefits. Accordingly, during weeks in which a paid holiday falls, employees shall revert to the regular hours of work set out in Article 11.
8. Sick days and vacation days are paid in accordance with the normal Town policies for payment and employees do not earn credits towards their Compressed Work Week schedule while on sick leave or vacation. Should an employee be absent for a shift, with the approval of their Supervisor, they will be allowed to make up the accumulator factor for that missed shift in order to take a pre-scheduled condensed day.
9. Leaves taken under Article 14.02 (Bereavement) shall not be prorated.
10. Employees who choose to participate in a Compressed Work Week arrangement may revert to their regular hours of work with at least two (2) weeks written notice to their Department Head.



11. The Employer may cancel without compensation or other allowance an employee's Compressed Work Week arrangement or the Compressed Work Week arrangement for a department with two (2) weeks written notice.

The Union may cancel without compensation or other allowance this Compressed Work Week Agreement upon two (2) weeks written notice.

Executed by the duly authorized representatives of the parties this 25 day of May, 2022, in Bancroft, Ontario.

Corporation of the Town
Of Bancroft

Andrea Kaulfeldt
Emergy
Pat
MDA

Canadian Union of Public
Employees & it's Local 1306.6

Amel Sage
Arpina Ghatia
B
W. Gao



LETTER OF UNDERSTANDING

between

THE CORPORATION OF THE TOWN OF BANCROFT

and

CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS' LOCAL 1306.6

RE: Attendance at Annual Roads Training Courses

The Parties agree, on an annual basis, to meet to discuss selection of employees to attend annual Roads Training Courses.

The Employer agrees to post a notice identifying how many employees may be selected to attend the course for five (5) working days. All interested employees must submit their name in writing to the Manager of Public Works or designate within those five (5) days. Once all names are in, the Union and the Employer shall meet to discuss the criteria upon which the Employer shall use to make its determination on who shall participate in Roads Training Courses. The Employer agrees that seniority shall be a factor in their decision but that seniority shall not be the only factor taken into consideration.

Executed by the duly authorized representatives of the parties this 25 day of May, 2022, in Bancroft, Ontario.

Corporation of the Town
Of Bancroft

Canadian Union of Public
Employees & it's Local 1306.6

Andrea Kauffeldt
Emergy
Smith
MDG

Chondalope
Christine Hillier
W. Hillier



LETTER OF UNDERSTANDING

BETWEEN:

**THE CORPORATION OF THE TOWN OF BANCROFT
(Hereinafter referred to as the "Employer" of the
FIRST PART)**

--and--

**CANADIAN UNION OF PUBLIC
EMPLOYEES AND IT'S LOCAL
1306.6
(Hereinafter called the "Union" of the SECOND PART)**

RE: NEW PAYROLL SYSTEM

Based on our conversations at the bargaining table, the Employer endeavors to provide an up-to-date payroll system. If not implemented by the end of the term of the Collective Agreement, the Employer shall then provide to each employee on a monthly basis the following: their accrued sick time, vacation time and banked overtime.

In the meantime, the Employer agrees to provide this information on a quarterly basis.

Executed by the duly authorized representatives of the parties this 25 day of May, 2022, in Bancroft, Ontario.

Corporation of the Town
Of Bancroft

Canadian Union of Public
Employees & it's Local 1306.6

Andrea Kaulfeldt
[Signature]
[Signature]
[Signature]

[Signature]
Christina J. [Signature]
[Signature]
[Signature]



LETTER OF UNDERSTANDING

between

THE CORPORATION OF THE TOWN OF BANCROFT

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS' LOCAL 1306.6**

RE: Vacation Scheduling

The Parties agree to meet in Labour Management to discuss the vacation scheduling for employees who wish to participate in the annual hunting season. These discussions shall include, but not be limited to, raising the number of allowable employees off at any time during the annual hunting season. It is agreed that the use of a pager or electronic call-in system shall be discussed as a way to facilitate allowing employees off during that time. The Parties agree that there shall be no remuneration under for Stand-By pay under Article 15.03. Unless agreed otherwise and ratified by the Union membership, all other provisions of Article 13.08 shall prevail.

Executed by the duly authorized representatives of the parties this 25 day of May, 2022, in Bancroft, Ontario.

Corporation of the Town
Of Bancroft

Andrea Kauffeldt
[Signature]
[Signature]
[Signature]

Canadian Union of Public
Employees & it's Local 1306.6

[Signature]
Christina Hatten
[Signature]
[Signature]



SCHEDULE "A"

Town of Bancroft Rate Increases:				
	Current	2%	2%	2%
	Jan 1/21	Jan 1/22	Jan 1/23	Jan 1/24
Lead Hand Parks	\$ 28.10	\$ 28.66	\$ 29.23	\$ 29.81
Lead Hand Roads	\$ 28.10	\$ 28.66	\$ 29.23	\$ 29.81
Mechanic	\$ 28.10	\$ 28.66	\$ 29.23	\$ 29.81
Casual Labourer	ESA	ESA	ESA	ESA
Building & Facilities Labourer	\$ 19.62	\$ 20.01	\$ 20.41	\$ 20.82
Landfill Attendant/Public Works Labourer	\$ 19.62	\$ 20.01	\$ 20.41	\$ 20.82
Operator/Public Works	\$ 25.14	\$ 25.64	\$ 26.15	\$ 26.67
Office Clerk	\$ 25.14	\$ 25.64	\$ 26.15	\$ 26.67
Receptionist	\$ 25.14	\$ 25.64	\$ 26.15	\$ 26.67
Planning Coordinator	\$ 25.14	\$ 25.64	\$ 26.15	\$ 26.67
Utility AP & Accounting Clerk	\$ 25.14	\$ 25.64	\$ 26.15	\$ 26.67

Note:

1. Permanent Employees relieving in a higher paid classification shall receive the higher rate for all hours worked in that classification.
2. Employees relieving in a lower rated position shall not have their rate reduced.
3. Probationary rates will be ten (10) cents per hour less than the maximum in any classification.