

TOWNSHIP OF  
**CAVAN MONAGHAN**

**CUPE·SCFP**  
On the front line • Au cœur de l'action

## **COLLECTIVE AGREEMENT**

**Between**

**THE TOWNSHIP OF CAVAN MONAGHAN**  
(hereinafter referred to as the "Employer")

**and**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 1306.02 (PUBLIC WORKS)**  
(hereinafter referred to as the "Union")

**EXPIRES March 31<sup>st</sup> 2028**

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## **ARTICLE 1 - PREAMBLE**

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

- 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 recognize the rights of the Employer and the functions of the Union.

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

- 1) Temporary Employees. The term temporary employee applies to employees who are hired by the Employer for a specific job for a limited duration. A temporary employee shall not work beyond a total of one hundred and thirty (130) calendar days in any consecutive twelve (12) month period on a specific assignment; however, the same temporary employee may be rehired more than once during twelve (12) consecutive months, provided each assignment is to a different position within the Employer organization.
- 2) Probationary Employees. The term probationary employee applies to employees who are hired by the Employer as part of the permanent establishment, and will be designated as permanent employees after satisfactorily completing their probationary period.
- 3) Permanent Employees. The term permanent employee applies to either full-time or part-time employees who have satisfactorily completed their probationary period and who are considered as part of the permanent establishment of the Employer. Full-time and part-time employees shall be defined as:

Full-time Employee. Means any employee who is engaged for an indefinite period of time and has successfully completed their probationary period, and are considered part of the permanent establishment of the Employer and regularly scheduled to work forty (40) hours per week.

Part-time Employee. Means any employee who is engaged for an undetermined duration on a regular year round basis and has successfully completed their probationary period, are considered part of the permanent establishment of the Employer and are regularly scheduled to work not more than twenty-six (26) hours per week.

- 4) Temporary or probationary employment, for any reason not contrary to the law, may be terminated by the Employer and there shall be no recourse thereto on the part of the employee, the Grievance Committee of the Union or the Union.

- 5) **Student Employees.** The term student employee applies to employees who are hired by the Employer during the summer vacation period, which is defined as being May 1<sup>st</sup> to October 15<sup>th</sup>, Christmas Break and/or March Break. Such employee's shall pay union dues in accordance to Article 4 – Union Security and shall not be entitled to any other rights or provisions of this Collective Agreement. Notwithstanding the above, students may be re-hired on an annual basis, and, the Employer agrees that they will be re-hired based on length of service, with those with longer service being re-hired first, provided they have the proven ability and qualifications to do the work available. The terms and conditions of employment for these employees shall be in accordance with the Employment Standards Act.
- 1.03 A probationary period means a period of time that covers four hundred (400) hours for part-time employees and one hundred and eighty (180) calendar days for full-time employees from the commencement of employment.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

- 2.01 The Union recognizes and acknowledges that the management of the Corporation and the direction of the working force are the exclusive function of the Employer and, without restricting the generality of the foregoing; the Union acknowledges that it is the exclusive function of the Employer:
- a) To maintain order and efficiency.
  - b) To hire, promote, classify, transfer, suspend and retire Employees and to discipline or to discharge any employee provided that a claim by an employee who has acquired seniority that they have been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided.
  - c) To make, enforce and alter, from time to time, rules and regulations to be observed by the employees, such rules and regulations to be posted upon all bulletin boards.
  - d) To determine the nature and kind of operations conducted by the Employer, the kind and locations of depots, equipment, and materials to be used, the control of materials and parts, the methods and techniques of work, the content of jobs, the schedules of work, the number of employees to be employed, the extension, limitation, curtailment or cessation of operations or any part thereof, and to determine and exercise all other functions and prerogatives which shall remain solely with the Employer.
- 2.02 The Union recognizes that at times and for varying reasons, the Employer shall deem it necessary and practical for certain work to be done by persons outside the bargaining unit.
- As in the past, the Employer must therefore reserve the right to decide how and by whom any work is to be performed and nothing in this Collective Agreement is to be construed as limiting that right. However, the Employer shall not exercise any of its rights under this section contrary to the intent of this Collective Agreement.

## **ARTICLE 3 - UNION RECOGNITION**

3.01 The Employer recognizes the Canadian Union of Public Employees and its Local 1306-2 as the sole and exclusive collective bargaining agent for all employees engaged in the public works department of The Township of Cavan Monaghan save and except Supervisor and above the rank of Supervisor, Office and Clerical Staff, Crossing Guard and Students employed during the summer vacation period, which is defined as being May 1st to October 15th, Christmas Break and/or March Break.

### **3.02 No Discrimination**

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

## **ARTICLE 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 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 temporary, probationary, student (hired under Article 1.02 (5) only) and permanent employee any monthly dues, initiations, or assessments levied in accordance with the Union constitution and/or bylaws, and owing by them to the Union. All such deductions shall commence the first month of employment provided that the employment date is prior to the fifteenth (15th).

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

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

### **4.05 T-4 Slips**

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

**4.06 Employee Interview**

A new employee will have the opportunity to meet with a representative of the Union in the employ of the Employer for a period of up to fifteen (15) minutes without loss of regular earnings. The purpose of the meeting will be to acquaint the employee with a representative of the Union and with the Collective Agreement.

Time away from the job for both the Union representative and the new employee shall be at a time agreed to by the Employer.

**ARTICLE 5 - CORRESPONDENCE**

5.01 Except as herein provided, all correspondence between the parties, arising out of this Collective Agreement, or incidental thereto, shall pass to and from the C.A.O. and the Chairperson of the Unit with copies to the CUPE National Representative.

**ARTICLE 6 - LABOUR MANAGEMENT RELATIONS**

**6.01 Representation**

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

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

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

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

**6.03 Bargaining Committee**

A Bargaining Committee shall be appointed by the Union and consist of not more than three (3) members of the Union. The Union will advise the Employer as to the Union nominees on the Committee at least seven (7) days before bargaining commences.

The Employer shall maintain the normal earnings of all the employees of the Employer on the Union's bargaining committee through to the completion of conciliation.

**6.04 Representation**

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

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

**6.05 Technical Information**

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

## **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 stewards, whose duties shall be to assist any employee (which the steward represents) in preparing and presenting their grievance in accordance with the grievance procedure.

**7.02 Names of Stewards**

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

**7.03 Permission to Leave Work**

The Union understands and agrees that each Union Representative is employed to perform work for the Employer. A Union Representative will not leave their work during the working hours except to perform their duties under this Collective Agreement. A Union Representative shall not leave their work without obtaining the permission of their supervisor. Such permission shall not be unreasonably withheld. When resuming their regular work, they shall again report to their supervisor.

Time away from the job by a Union Representative shall be with pay if during normal working hours and if such time has been granted.

**7.04 Definition of Grievance**

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

**7.05 Time Limit**

Despite the below outlined grievance procedure, a grievance by an employee, other than a probationary employee as outlined in Article 1.02 2), that they have been discharged without just cause shall be delivered to the Chief Administrative Officer or designate, at Step 2 of the grievance procedure within two full days after the employee is discharged.

**7.06 Complaint Procedure**

If an employee has a complaint he/she may discuss it with the Director of Public Works. Failing settlement, the complaint may be proceed through the grievance procedure as set out below.

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

**Step One**

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

**Step Two**

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

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

**7.08 Policy Grievance**

Where a dispute involving a question of the application or interpretation of this Collective Agreement occurs, a grievance may be submitted in writing to the C.A.O. or their designate by a representative of the Union or vice versa. The parties shall meet within seven (7) working days to consider the grievance and failing settlement of the grievance either party may submit it to arbitration within ten (10) working days following the meeting.

7.09 Any reference to days in this Article shall mean working days, Saturdays, Sundays and Statutory Holidays are not working days.

## **ARTICLE 8 - ARBITRATION**

### **8.01 Composition of Board of Arbitration**

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

### **8.02 Single Arbitration Process**

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

In such event, the parties will provide each other with proposed arbitrators within the time limit set out in Article 8.01 above.

### **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) 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 Expenses of the Board**

Each party shall pay:

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

### **8.06 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.

### **8.07 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.

## **ARTICLE 9 - DISCHARGE AND PERSONNEL RECORDS**

- 9.01 An employee has the right to review their personnel file within five (5) working days of requesting same in writing to the C.A.O. or their designate. An employee who has been terminated by the Employer may view their file within ten (10) working days of their termination date. Employees reviewing their files shall do so in the presence of the Employer.
- 9.02 The length of duration that any letter of reprimand, suspension or other sanction remains on a personnel file will be subject to discussions between the parties during the grievance procedure. If no grievance is filed at no time shall a reprimand, suspension or other sanction remain on an employees personnel file beyond eighteen (18) months after the date of the incident.
- 9.03 a) **Disciplinary Action:**  
The Employer may take disciplinary action against an employee within twenty (20) working days of the Employer having knowledge of the incident giving rise to the discipline. The employee and the Union shall then be promptly notified in writing of the disciplinary action.
- b) An employee who is called to a meeting by Management for the purpose of receiving written disciplinary action a disciplinary suspension or discharge shall be advised of the purpose of the meeting and shall have the right to request the presence of a Union representative. The employee will be responsible for securing their own Union representation. Any and all discipline provided to the employee shall be deemed null and void unless a Union representative is present unless the employee waives in writing their Union representation.
- c) The Employer shall notify an employee in writing of any expression of dissatisfaction concerning his/her work within twenty (20) working days of the event of the complaint, with copies to the Union. This notice shall include particulars of the work performance, which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become part of his/her record for use against him/her in regards to discharge, discipline, promotion, demotion, or other related matters. This Article shall be applicable to any complaint or accusation, which may be detrimental to an employee's advancement or standing with the Employer whether or not it relates to his/her work. The employee's reply to such complaint, accusation or expression of dissatisfaction shall become part of his/her record.

## **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 Seniority for full-time employees is defined as the length of service of the employee in the employment of the Employer.

Seniority for part-time employees is defined as the length of service of the employee in the employment of the Employer based on hours paid exclusive of overtime.

11.02 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 bulletin boards in January of each year.

11.03 Every new employee shall serve a probationary period and on completion of the said period, their seniority shall date on the day on which they commenced their permanent employment. During the probationary period, employees will be entitled to all rights and privileges of this Collective Agreement except as with respect to discharge and as provided herein.

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

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

11.05 Temporary employees, as defined in Article 1.02, are not entitled to seniority rights or any of the other rights under the provisions of this Collective Agreement except with respect to:

- |                         |             |
|-------------------------|-------------|
| 1) Statutory holidays * | 4) Mileage  |
| 2) Overtime             | 5) Jury Pay |
| 3) Bereavement Pay      |             |

\* A temporary employee who works twenty (20) hours or more within the last fourteen (14) days prior to the holidays listed in 14.01 and those in the Letter of Agreement RE: Christmas Shutdown and who are not required to work on said holidays shall receive holiday pay equal to one (1) normal day's pay. A temporary employee who works less than twenty (20) hours as per above shall receive pay for the holidays referenced above as per the Employment Standards Act (ESA).

- 11.06 When a temporary employee is put on permanent staff, their seniority shall be effective from the date that they commenced permanent employment with the Employer providing there was no break in employment of more than six (6) weeks. A temporary employee need not serve a probationary period if they have been employed by the Employer for the previous twelve (12) month period.

## **ARTICLE 12 - PROMOTIONS, TRANSFERS, LAY-OFFS AND RECALLS**

- 12.01 A vacancy occurs when;

- a) A new full-time position is created
- b) 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 as approved by the Employer and is not able to return to their position.

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.

Article 12.01 b) shall be a temporary vacancy for the first twenty-four (24) month, and a permanent vacancy thereafter. All other vacancies shall be considered to be temporary vacancies

- 12.02 When a vacancy occurs inside the bargaining unit the Employer shall notify the employees by posting a notice on the bulletin board.

When the Employer does not intend to fill the vacancy, it shall advise the Union of its decision.

- 12.03 The Employer reserves the right to hire persons outside of the bargaining unit in the event that:

- 1) No employee applies for the position within six (6) working days of the posting;
- 2) No employee who applies for the position demonstrates to the satisfaction of the Employer their ability and qualifications for the position within ten (10) days of the posting, or within such further time as the Employer may allow.

- 12.04 When considering employee applications for promotions or transfers to higher paying jobs, or to jobs of equal rating, the applicant will be considered, using the following criteria:

- 1) Seniority;
- 2) Ability and qualifications for the job;
- 3) Disciplinary record.

- 12.05 No employee shall be transferred to a position outside of the bargaining unit without their consent. If an employee is transferred to a position outside of the bargaining unit, they shall retain their seniority acquired at the date of leaving the unit, but will not accumulate any further seniority. If such an employee returns to the bargaining unit, such return shall not result in the lay-off or bumping of any employee holding greater seniority.

- 12.06 Any employee returning to the bargaining unit shall be assigned as a labourer unless there is posted vacancy and no one from the bargaining unit had applied.
- 12.07 When a permanent employee receives a promotion or transfer, there shall be a thirty (30) day trial period during which performance may be assessed. Should the promoted or transferred employee not successfully complete the trial period, they shall have the option of returning to their former position and status. Any other employee promoted or transferred because of the re-arrangement of the positions shall also be returned to their former position and status.
- 12.08 In the event of a lay-off, employees shall be laid off in the reverse order of their seniority provided that no employee shall be permitted to bump another employee unless they have proven qualifications and ability to do the work available.
- 12.09 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.
- 12.10 The Employer shall notify employees who are to be laid off due to lack of work ten (10) working days before the lay-off is to be effective. Such notice shall be sent by registered mail to the last known address of the employee(s) on the records of the Employer or shall be hand delivered by the Employer.
- 12.11 When a temporary vacancy occurs inside the bargaining unit due to accident or illness, 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.

## **ARTICLE 13 - HOURS OF WORK AND OVERTIME**

- 13.01 The following paragraphs are intended to define the normal hours of work and overtime for employees and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week. All provisions to this Collective Agreement and all agreements made regarding hours of work shall not violate any of the provisions of the Employment Standards Act.

### **Roads Employees**

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

#### **Summer Hours - April 15th to October 15th**

Monday to Thursday – 6:00 a.m. to 4:30 p.m. with a half hour unpaid lunch

(Not more than two persons off during a scheduled week)

#### **Winter Hours - October 16th to April 14th**

Monday to Friday inclusive - 7:00 a.m. to 3:30 p.m. with one-half (1/2) hour unpaid lunch break.

It is agreed that during the winter hours, if an employee is called in to work prior to their normal start time, all hours worked during such time shall be at the appropriate overtime rate. The Employer may direct an employee to cease work after a total of eight (8) hours has been worked and will not be paid over the eight (8) hours.

The hours of work for part-time Employees shall be as determined by the Employer.  
**Transfer Station Employees**

**Hours of Operation**

The hours of work for part-time employees employed in the Transfer Station shall be assigned hours as determined by the Employer.

Monday 9:00 a.m. to 5:00 p.m.  
Friday 9:00 a.m. to 5:00 p.m.  
Saturday 9:00 a.m. to 5:00 p.m.

Transfer station employees employed on their regularly scheduled Saturday shift shall not receive the overtime rate as outlined in Article 13.03 (d).

No less than two (2) employees shall be scheduled to work at the Transfer Station at any one time.

Notwithstanding the above, in the event that an employee calls in the morning of his/her shift stating that he/she is unable to attend work, the Employer may open the Transfer Station with only one (1) staff on site. The Employer shall contact all Transfer Station employees who are currently available to work to come in and fill the shift. The Employer shall call in Part-time Labourers at either straight time or overtime. In the event that no Part-time Labourer agrees to accept the call in shift, the Employer shall call in any other employee who is a member of this bargaining unit and ask that they fill the shift. If the Employer is unable to secure a second employee, the employee on shift shall be provided with a paid lunch.

13.02 All employees shall be permitted a fifteen (15) minute rest period in the morning and in the afternoon.

**13.03 Overtime Rates**

a) All hours worked in excess of the schedule of hours as referred to in Article 13.01 and/or eighty (80) hours in a pay period shall be paid at the rate of time and one-half, provided that there shall be no duplication or pyramiding of overtime pay.

b) Employees who work on the following paid holidays, as described in Article 14.01, shall receive pay as follows: Rate for Each Hour

<u>Holiday</u>	<u>Pay</u>	<u>Worked At</u>
Good Friday	1 day at regular rate + 1.5 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	
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 Year's Day	1 day at regular rate + 2.0 times regular rate	
Family Day	1 day at regular rate + 2.0 times regular rate	

- c) 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 13.03.

Except where a public holiday falls on a Monday, which is an employee's regular day off, the employee will be entitled to either one (1) days pay or one (1) day off with pay. Any employee off work on a bona fide leave of absence the day before and the day after a public holiday will be entitled to be paid for the public holiday.

Except in cases of emergency, employees who are scheduled to work on Christmas Eve Day or New Year's Eve Day shall be entitled to one-half (1/2) day off without loss of pay. All hours worked in excess of eight (8) hours on Christmas Eve Day or New Year's Eve Day will be paid at 1.5 times the regular rate. It shall be the exclusive right of the Employer to determine what constitutes an emergency.

- d) Employees who work on the following days shall receive pay as follows:

Saturday - 1.5 times regular rate for hours worked;

Sunday - 2 times regular rate for hours worked.

- e) The Employer shall make every effort to distribute overtime and call back opportunities as equitably as possible amongst the staff who are qualified and are available and willing to do the work subject to the operational requirements of the Employer.

13.04 Employees shall not be required to lay-off during regular hours to equalize any overtime worked.

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

13.06 All permanent employees may transfer overtime hours to be taken in lieu at a time mutually agreed to between the Employer and the employee. Overtime hours shall be calculated and transferred at the overtime rates, which would apply to those hours worked. The maximum number of calculated straight time hours, which may be transferred, is eighty (80) hours. Any unused overtime banked will be paid out on the last pay period in November of each year. Employees wishing to bank overtime must notify the Employer of their desire to bank overtime hours in advance. Banking of overtime will not take place during the month of December.

13.07 **Stand-by Pay (On-Call)**

A stand-by pay shall be paid to employees that are required on a rotating basis to be on stand-by by the Director of Public Works for any stand-by period. The daily stand-by amount, to be available, and to carry a phone, and be provided with a Township vehicle will be in addition to the regular hourly pay and will be at

the rate of pay of \$30.00 per day or \$210.00 per week. The rate of pay if called in shall be in accordance with 13.05 and 18.02.

- 13.08 Where the Employer wishes to use qualified part-time employees to work on a call-in basis in the Roads Department, the Employer will offer such work to the most senior part-time employee who is readily available to perform the work. It is understood that all hours worked as call-in in this instance are not to be used to entitle a part-time employee to full-time status.

## **ARTICLE 14 - HOLIDAYS**

- 14.01 The Employer recognizes the following as paid holidays:

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

- 14.02 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 following Monday or preceding Friday shall be deemed holidays for the purpose of this Collective Agreement.

- 14.03 Full-time employees who are not required to work on the above holidays and/or any of the holidays referred to in the Letter of Agreement RE: Christmas Shutdown shall receive holiday pay equal to one (1) normal day's pay.

Part-time employees who work twenty (20) hours or more within the last fourteen (14) days prior to the holidays listed in 14.01 and those in the Letter of Agreement RE: Christmas Shutdown who are not required to work on said holidays shall receive holiday pay equal to one (1) normal day's pay. A part-time employee who works less than twenty (20) hours as per above shall receive pay for the holidays referenced above as per the Employment Standards Act (ESA).

Employees who are required to work shall be paid at the overtime rate as described in Article 13.03.

Notwithstanding the above, all part-time employees who are scheduled to work the Christmas Eve Day and/or New Years Eve shall receive their regular day's pay even in the event the Director of Public Works agrees that the transfer station may close earlier than is scheduled on that day.

- 14.04 In order for an employee to be paid for a statutory holiday they must have worked their regularly scheduled workday before and after the holiday.

## ARTICLE 15 - VACATIONS

15.01 Permanent full-time employees shall receive an annual vacation with pay during the vacation year (January 1 to December 31) based on their service which would include all authorized leaves of absence, in accordance with the following:

One year or more	3 weeks
Five years or more	4 weeks
Twelve years or more	5 weeks
Twenty years or more	6 weeks
Twenty-eight years or more	7 weeks

Employees shall submit their vacation requests by March 1st of each year. The Employer shall post the approved vacation schedule by April 1st of each year. Full-week vacation requests shall be awarded by seniority.

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

### Part-time Vacation

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

Up to Five years	4%
Five years or more	6%
Ten years or more	8%

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

15.03 Pay for each week shall be paid at the current hourly rate and in accordance with the normal pay schedule. Employees may, upon giving at least ten (10) days' notice, receive any cheques, which would fall during the period of their vacation. The cheques will be issued on the last office day prior to the commencement of their vacation.

15.04 An employee who becomes permanent, shall be entitled to vacation in the first year of their employment on a pro-rated basis. An employee terminating employment at any time shall be entitled to payment, which is pro-rated according to time worked in the calendar year and the vacation schedule. (Article 15.01)

### 15.05 Sick Leave During Vacation

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

In such an event, the employee may re-schedule their vacation at a time mutually

agreeable to the employee and their supervisor.

**15.06 Bereavement During Vacation**

Where an employee's scheduled vacation is interrupted due to bereavement, the employee shall be entitled to bereavement leave in accordance with Article 17.02.

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

**15.07 Vacation Roll-over**

Fifty percent (50%) of any employee's annual vacation may be carried over into the following year but vacation cannot be accumulated in subsequent years. The Employer may direct an employee to utilize their vacation prior to the end of the calendar year.

**ARTICLE 16 - SICK LEAVE**

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

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

16.03 Employers shall provide to each permanent employee a maximum of eighty (80) hours sick/personal leave annually (January 1st to December 31st) with pay. These days may not be accumulated from year to year and shall have no cash value on termination of employment.

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

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

16.04 A deduction shall be made from the sick/personal leave credits as defined in Article 16.01. Absence on account of illness/personal time shall be deducted in hours.

- 16.05 An employee will be required to produce a certificate from a qualified medical practitioner for any illness in excess of three (3) consecutive 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. 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.
- 16.06 When an employee is given leave of absence without pay for any reason, or is laid off on account of lack of work and returns to work upon expiration of such leave of absence or lay-off, they shall not receive sick leave credit for the period of such absence, but shall retain their credit, if any, existing at the time of such leave or lay-off.
- 16.07 If an employee is approved for Weekly Income Insurance Program and does not have sufficient days on credit to pay for the necessary qualifying period, the Employer will continue to pay the employee until the Weekly Income Insurance Program qualifying period expires.
- 16.08 Employees shall be entitled to accumulate up to five (5) days per calendar year of unused sick time at the end of each calendar year for the sole purpose of creating a maximum ten (10) day reserve of time to be used exclusively for the purpose of bridging the qualifying period for the Weekly Income Insurance Program.
- The accumulated days shall be used only for this purpose and shall not be transferable for any other purpose. In the event that some or all of the time accumulated days are used, the employee shall be entitled to re-commence accumulating unused sick days as per the previous paragraph.
- The accumulated time for this provision shall have no other value and will not be paid out in cash at any time.

## **ARTICLE 17 - LEAVE OF ABSENCE**

- 17.01 Leave of absence for a maximum of seven (7) days without pay and without loss of seniority shall be granted to officers or duly appointed representatives of the Union for Union activities.
- Employees on leave of absence for Union activities will receive their regular pay and benefits for such period of absence and the Employer shall bill the Treasurer of the Local for all wages and benefits received during such absence.
- Requests for Union leave shall not be unreasonably refused provided such request is received in writing by the Superintendent of Public Works at least five (5) working days in advance of such requirement.

## **17.02 Bereavement Leave**

a) A part-time employee shall be granted a maximum of:

Three (3) days leave in the case of a death of a spouse including common-law and life partner, son or daughter, parent, brother or sister including spouse/life partners son or daughter, parent, brother or sister.

b) A full-time employee shall be granted a maximum of:

Five (5) days leave in the case of the death of a spouse including common-law spouse and life partner, son or daughter, parent, brother or sister including spouse/life partners son or daughter, parent, brother or sister.

Three (3) days leave in case of the death of a son-in-law, daughter-in-law, aunt, uncle, niece, nephew, cousin or grandchildren, including spouse/life partners aunt, uncle, niece, nephew, cousin or grandchildren.

Leave for the day of the funeral in the case of the death of a father-in-law, mother-in-law, grandparents, a fellow member of the Local 1306.02 (Public Works) of the Canadian Union of Public Employees, or a spouse of a brother or sister, provided the funeral falls on a normal working day.

These days shall be granted with pay.

Where an employee's scheduled vacation is interrupted due to bereavement, the employee shall be entitled to bereavement leave. The portion of the employee's vacation which is deemed bereavement leave under the above provisions will not be counted against employee's vacation credits.

- 17.03 Employees shall be allowed four (4) consecutive hours off before the closing of polls, in order to vote, in any federal, provincial or municipal election or referendum, in which the employee resides, without deduction from normal daily pay.
- 17.04 The Employer shall grant leave of absence without loss of seniority to an employee who serves as a juror or witness in any court in the Province of Ontario. The Employer shall pay such an employee the difference between their normal earnings and the payment they receive for jury service or court witness, excluding payment for travelling, meals, or other expenses. The employee will present proof of service and the amount of pay received.
- 17.05 The Employer may grant leave of absence without pay and without loss of seniority to any employee who requests it for good and sufficient cause. The request shall be made in writing to the Director of Public Works and shall specify the length of the absence. Such leave shall not be unreasonably withheld.
- 17.06 Pregnancy/Parental and Adoption Leave shall be granted in accordance to the Employment Standards Act for the Province of Ontario.

## **ARTICLE 18 - PAYMENT OF WAGES**

- 18.01 The Employer shall pay salaries and wages bi-weekly in accordance with Schedule "A" attached hereto and forming part of this Collective Agreement. Every employee shall be provided with an itemized statement of their wages and deductions with each pay cheque.
- 18.02 When an Employer temporarily assigns an employee to perform the duties of a higher paying position, they shall receive the higher rate.
- 18.03 When an Employer temporarily assigns an employee to perform the duties of a lower paying position, they shall receive their usual rate of pay.
- 18.04 Mileage rates paid to employees using their own automobiles for the Employer's business shall be paid at the rate as established by Township Council from time to time. Mileage shall be paid from the normal place of work to the job and return or as otherwise agreed upon by the Superintendent of Public Works and the employee.

## **ARTICLE 19 - EMPLOYEE BENEFITS**

- 19.01 In addition to the Canada Pension Plan, every full-time employee shall join the Ontario Municipal Employees Retirement System (OMERS) as provided by the Act. Part-time employees may join the plan at their option. The Employer and employee shall make contributions in accordance with the provisions of the Plan.
- 19.02 The Employer shall arrange to pay the required premiums for each full-time permanent employee, except as provided in Article 19.03, for the following:
- 1) The Employer's Health Tax;
  - 2) Manulife semi-private hospital care;
  - 3) Manulife Extended Health Benefits Plan \$10.00/single and \$20.00/family deductible; Chiropractor - \$500 maximum per year; Massage - \$500 maximum per year; Physio - \$500 maximum per year; Podiatrist, Naturopath and Osteopath - \$400 maximum per year. Employer agrees that benefit coverage shall also include the cost of smoking cessation prescriptions to a maximum of \$500 lifetime.
  - 4) A dental plan equivalent to the plan known as "Manulife Plan #9" at the current O.D.A. fee schedule, by a carrier acceptable to the parties to this Collective Agreement;
  - 5) Group Life Insurance at two (2) times annual earnings and accidental death and dismemberment insurance;
  - 6) A weekly income disability plan equal to seventy-five (75) percent of weekly earnings to a maximum of one thousand (\$1000) dollars per week with

disability benefits payable from the 15th day of disability due to an accident or sickness to a maximum of seventeen (17) weeks;

- 7) A long term disability plan equal to seventy-five (75) percent of normal basic earnings to a maximum of five thousand (\$5,000) dollars per month commencing on the one hundred and nineteenth (119th) day of disability;
- 8) Vision care equal to six hundred (\$600) dollars in a twenty-four (24) month period for prescription glasses or contacts, and/or toward the cost of laser surgery. Coverage for Optometry Exam equal to one hundred and fifty (\$150) dollars in a twenty-four (24) month period;
- 9) Manulife Deluxe Travel Plan.
- 10) Hearing aids – Benefits paid at a maximum of five hundred dollars (\$500.00) coverage every five years.

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

19.04 The Employer shall continue 100% premium payment benefits listed in Article 19.02 (except the following Employer's Health Tax, Group Life Insurance, Weekly Indemnity Disability Plan, and Long Term Disability): from the date of normal retirement up to age sixty-five (65) provided that the employee has worked for the Employer for a minimum of twenty (20) years:

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

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

#### 19.05 **Change of Carrier**

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

## **ARTICLE 20 - ACCIDENTS AND SAFETY**

- 20.01 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 sick leave, unless a doctor or nurse states that the employee is fit for further work on that shift.
- 20.02 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.
- 20.03 The Employer shall supply approved safety helmets for all employees who require them under the Construction Safety Act.
- 20.04 The allowance to assist in the purchase of appropriate C.S.A. approved safety footwear for each permanent employee will be up to three hundred and twenty-five (\$325) dollars annually and employees will be paid this allowance once per year following submission of a bona fide receipt.
- 20.05 The Employer shall continue its present practice of supplying employees with uniforms. Uniforms shall be replaced as required. Employees requesting such replacement shall present the worn out garment(s) to the Director of Public Works. Full-time employees shall be entitled to twenty-two (22) points per year to purchase uniforms. Part-time employees shall be entitled to eleven (11) points per year to purchase uniforms. Employees who are regularly scheduled to work one (1) shift per week shall be entitled to five (5) points per year. This list is exclusive of additional safety wear provided by the Employer. The employee must wear their uniform at work and their uniform must be the outer layer of clothing. The point allocation shall be as follows:

1 Point Each: Safety Shirt
2 Points Each: Work Pants, Coveralls
3 Points Each: Safety Coverall, Jacket (shell)
4 Points Each: Insulated Safety Jacket, Spring Jacket

## **ARTICLE 21 - GENERAL**

- 21.01 The Employer shall provide Bulletin Boards which shall be placed so that all employees shall have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees. The Director of Public Works shall approve all notices and shall signify their approval by initialling them. Such approval shall not be unreasonably withheld.
- 21.02 The Employer shall provide all tools and equipment required by employees in the performance of their duties.

**21.03 Driver's Licence**

Where it is a requirement of the position that an employee holds a drivers licence, the Employer shall pay the cost for the employee's medical examination conditional upon the employee submitting a receipt from the doctor.

In addition, the Employer shall pay the license fee renewal for the employee's AZ license.

All employees shall provide the Employer with a copy of their current and up-to-date driver's license and shall immediately inform the Employer of any charges or convictions that may affect their driving status or legal ability to operate motor vehicle.

**21.04 Mechanic's Licence**

Where it is a requirement of the position that an employee holds a Mechanic's Licence 310T and/or 310S, the Employer will pay the cost of maintaining the licence fee(s).

In the event an employee who is applying for a licence renewal is required to take a test and the employee fails the test, subsequent tests will be at the expense of the employee.

**21.05** When the employee is called in to work in advance of their normal shift and agrees to work beyond the end of their normal shift and this overtime exceeds four (4) hours in total, he/she shall be provided a meal, or, in lieu of a meal, reimbursement for a meal with appropriate receipts to a maximum of ten (\$10) dollars per day for each occurrence.

**21.06 Criminal Background Check**

Employees shall be required, upon request by the Employer, on an annual basis, to sign a waiver indicating whether they have been found guilty of any criminal offence within the previous year.

**ARTICLE 22 - JOB SECURITY**

**22.01** In order to provide job security for the members of the bargaining unit, the Employer agrees that no employee shall be laid off as a result of the sub-contracting out of any work.

**22.02** No permanent full-time position within the bargaining unit shall be declared redundant nor shall any permanent positions within the bargaining unit be laid off by reason of their duties being assigned to one or more part-time employees.

**22.03** 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. It shall be the exclusive right of management to determine what constitutes an emergency.

**22.04** In the event that the Employer seeks or is compelled to merge or amalgamate with another Employer, the Employer will attempt to secure the following conditions for

all employees falling within the bargaining unit:

- (a) seniority rights;
- (b) service credits relating to vacations, benefits and sick leave;
- (c) conditions of their employment and wage rates.

## **ARTICLE 23 - INTERPRETATION**

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

### **23.02 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.

This bulletin shall be posted for a period of one (1) week on bulletin boards in all departments to offer 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.

## **ARTICLE 24 - NEW JOB CLASSIFICATIONS**

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

## ARTICLE 25 - TERM OF THE COLLECTIVE AGREEMENT


25.01 This Collective Agreement shall be binding and remain in effect from April 1st, 2025 to March 31st, 2028

25.02 Either party desiring to propose changes or amendments to this Collective Agreement shall, within the period of ninety (90) days prior to the termination date, give notice in writing to the other party of the changes or amendments proposed. Within fifteen (15) working days of receipt of such notice by one party, that party is required to enter into negotiations for a renewal or revision of the Collective Agreement, and both parties shall thereupon enter into such negotiations in good faith and make every reasonable effort to negotiate a revised or new Collective Agreement.


Dated in Millbrook, Ontario this 23 day of June 2025.

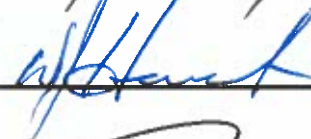
FOR THE CORPORATION  
OF THE TOWNSHIP OF  
CAVAN MONAGHAN

FOR THE CANADIAN UNION  
OF PUBLIC EMPLOYEES AND  
ITS LOCAL 1306.02

  
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## SCHEDULE "A" (Hourly Rates)

<b>Position</b>	<b>April 1, 2024</b>	<b>April 1, 2025 4.00%</b>	<b>April 1, 2026 3.00%</b>	<b>April 1, 2027 3.00%</b>
Working Roads Foreperson	\$32.72	\$34.04	\$35.06	\$36.11
Equipment Operator	\$28.24	\$29.37	\$30.25	\$31.16
Mechanic Operator	\$31.31	\$32.56	\$33.54	\$34.55
Transfer Station Foreperson	\$28.24	\$29.37	\$30.25	\$31.16
Part-time Labourer	\$23.48	\$24.42	\$25.15	\$25.91
Student	\$16.13	\$16.77	\$17.28	\$17.80

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