

CORPORATION OF THE TOWN OF MATTAWA



DATE: MONDAY, NOVEMBER 27<sup>TH</sup>, 2023 PAGE NO. 235 RESOLUTION NO: 23-256

MOVED BY COUNCILLOR DEXTURE SARRAZIN

SECONDED BY DEPUTY MAYOR MATHEW GARDINER

RESOLUTION:

BE IT RESOLVED THAT Council of the Town of Mattawa adopt By-Law Number 23-32 which is a by-law to authorize the signing of the Collective Agreement with CUPE Local 1465-01.

Recorded Vote – Yes  No

Recorded Vote Requested by:

Councillor Dexture Sarrazin

	Yea	Nay
Mayor Bélanger	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Councillor Gardiner	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Councillor Sarrazin	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Councillor Levesque	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Councillor Mick	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Councillor Ross	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Councillor Thibert	<input checked="" type="checkbox"/>	<input type="checkbox"/>

RA Belanger  
MAYOR

Deferred  Tabled  Lost  Carried

Declaration of Pecuniary Interest:

Disclosed his/her/their interest(s), vacated he/her/their seat(s), abstained from discussion and did not vote

**THE CORPORATION OF THE TOWN OF MATTAWA**

**BY-LAW 23-32**

**BEING** a By-law to authorize the signing of the Collective Agreement with CUPE Local 1465-01.

**WHEREAS** The Corporation of the Town of Mattawa appointed a Collective Bargaining Negotiating Committee to meet with representatives of CUPE 1465-01 for the purpose of negotiating a Collective Agreement.

**AND WHEREAS** a Memorandum of Settlement was arrived at by both parties on September 21, 2023.

**AND WHEREAS** Page 207 of Resolution Number 23-217 was adopted October 10, 2023 to approve the Collective Bargaining Negotiation Committee's recommendation of a four-year contract effective January 1, 2023 to December 31, 2026 by Memorandum of Settlement.

**NOW THEREFORE** the Council of the Corporation of the Town of Mattawa enacts as follows:

1. **THAT** the CUPE Local 1465-01 Collective Agreement for the term of January 1, 2023 to December 31, 2026 forms part of this By-law and is known hereto as Appendix "A".
2. **THAT** the Mayor and Clerk are authorized to sign this By-law authorizing the signing of the CUPE Local 1465-01 Collective Agreement for a four-year contract effective January 1, 2023 to December 31, 2026.
3. **THAT** Mayor Belanger, Councillor Sarrazin and the Clerk are authorized to execute the CUPE Local 1465-01 Collective Agreement, Appendix "A" on behalf of the Corporation of the Town of Mattawa.

READ A FIRST and SECOND TIME, this 27<sup>th</sup> day of November, 2023.

READ THIRD TIME and FINALLY PASSED, this 27<sup>th</sup> day of November, 2023.

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Clerk

Appendix 'A'  
to By-law 23-32

## COLLECTIVE AGREEMENT

Between:

**THE CORPORATION OF THE TOWN OF MATTAWA**



- and -

**CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 1465-01**

**CUPE** / Canadian Union  
of Public Employees

**Term: January 1, 2023 to December 31, 2026**

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## COLLECTIVE AGREEMENT

Between:

**The Corporation of the Town of Mattawa**  
(hereinafter referred to as the "Employer")

OF THE FIRST PART,

- and -

**Canadian Union of Public Employees and  
its Local 1465**  
(hereinafter referred to as the "Union")

OF THE SECOND PART.

### **ARTICLE 1 - PREAMBLE**

1.01 **WHEREAS** it is the desire to both parties to this Agreement:

- 1) To maintain and improve the harmonious relations and settle the conditions of employment between the Employer and the employees who are subject to this Agreement.
- 2) To recognize the mutual value of joint discussions and negotiations in matters pertaining to working conditions, employment, services, etc.
- 3) To encourage efficiency of operation.
- 4) To promote the morale, well being and security of all the employees in the bargaining unit of the Union.

1.02 **AND WHEREAS** it is now desirable that methods of bargaining and matters pertaining to the working conditions of the said employees be drawn up in an Agreement.

**NOW THEREFORE**, the parties agree as follows:

### **ARTICLE 2 - MANAGEMENT RIGHTS**

2.01 The Union recognizes that it is the function of the Employer to exercise the regular and customary function of Management and to direct the working forces of the Employer including the kind and location of equipment to be used, the standard of performance, allocation and number of employees, the hiring, promotions, demotions, laying off and transferring of employees.

The question of whether these rights are limited by this Agreement may be decided through the grievance procedure.

- 2.02 It is recognized that the Employer provides service for the safety, health, comfort, and general welfare of the citizens of the Town of Mattawa. Therefore, the employees must be prepared at all hours of the day or night to assist in providing the many services wherever possible except where the employee is not available and provides a reason acceptable to the Employer.
- 2.03 Since the provision of services to the citizens of the Town of Mattawa is the responsibility of the Employer, it is necessary that any difference of opinion of the interpretation of the terms of this Agreement will be settled in an orderly manner.
- 2.04 The Union agrees that there shall be no strikes and the Employer agrees that there shall be no lockouts during the term of this Agreement. The meaning of the words "strike" and "lockout" shall be as defined in the Ontario Labour Relations Act, as amended.

### **ARTICLE 3 - RECOGNITION AND NEGOTIATIONS**

- 3.01 The Employer recognizes the Canadian Union of Public Employees and its Local 1465 as the sole and exclusive collective bargaining agent for all its employees save and except Public Works Supervisor, Process and Compliance Technician (PCT), Recreation Facilities Services Manager, persons above the rank of Director, office staff, students employed during the school vacation periods, students placed in a job-training program established by the employee's school and employed without wages during the normal school year, owner or driver of hired trucks, or persons hired under government subsidized projects for a specific project or term.
- 3.02 Persons whose jobs are not included in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except for purposes of instructions, experimenting, or in emergencies when regular employees are not available and provided that the act of performing the aforementioned operations, in itself, does not reduce the hours of work or pay of any employee.
- 3.03 No employee represented by the Union, herein shall be required, or permitted to make any written or verbal agreement with the Employer or the employee's representatives, which may conflict with the terms of this Collective Agreement.

3.04 **Definition**

Full-time employee – any person normally scheduled to work for more than twenty-four hours (24) per week on a regular basis.

Part-time employee – any person normally scheduled to work for twenty-four hours (24) or less per week on a regular basis.

Temporary employee – any employee hired:

- a) to temporarily fill the position during the absence of a permanent employee wherein such temporary arrangement shall not exceed the term of absence of that permanent employee unless agreed with the Union.

- b) for a non- recurring task, project, or activity not to exceed twelve (12) months, unless agreed with the Union. On promotion to a permanent position, a temporary employee shall be credited their seniority accumulated from the date o hire including in the temporary position.

Casual employee – an employee who is hired and is called in to work as required.

*Note: Casual employees should be treated the same as temporary employees except as follows: Article 9 – Seniority, Article 13 – Job Posting. A Casual employee shall be given credit for regular hours worked since the last date of hire as seniority (2080 hours worked shall be equal to one year).*

#### **ARTICLE 4 - NO DISCRIMINATION**

- 4.01 The Employer and the Union agree that there shall be no discrimination exercised or practiced with respect to any employee in the matter of hiring, assigning wage rate, training, upgrading, promotion, transfer layoff, recall discipline, classification, discharge, or any other prohibited grounds as defined in the Ontario Human Rights Code, nor by reason of the employee’s membership, activity, or inactivity in the Union.
- 4.02 The Employer and the Union jointly affirm that every employee shall be entitled to a respectful workplace. The environment must be free of behaviours such as discrimination, harassment, disruptive workplace conflict and disrespectful behaviour. The principal of fair treatment is a fundamental one and both the Employer and the Union will not condone any improper behaviour on the part of any person which would jeopardize an employee’s dignity and well being or undermine work relationships and productivity. In addition, the parties agree that a respectful workplace includes a safe and healthy workplace.

#### **ARTICLE 5 - UNION SECURITY**

- 5.01 The Employer shall deduct from every employee any bi-weekly dues which would be payable if the employee was a member of the Union whether or not they are a member in accordance with the Union Constitution and/or By-laws.
- 5.02 Deductions shall be made from the payroll period on a bi-weekly basis and shall be forwarded to the secretary-treasurer of the Union not later than the 15th day of the month following, accompanied by a list of the names of all employees from whose wages the deductions have been made. Every 6 months or upon request the employer will provide the union with the addresses of bargaining unit employees.
- 5.03 **Dues receipt**  
  
The amount of union dues deducted during the previous calendar year shall be included on the T4 slip issued annually to each employee.
- 5.04 In consideration of the deducting and forwarding of union dues by the Employer in accordance with the foregoing, the Union agrees to indemnify and save harmless the



Employer against any claim for liability arising out of or resulting from the operations of this Article.

#### **ARTICLE 6 – CORRESPONDENCE**

6.01 All correspondence between the parties, arising out of this Agreement or incidental thereto, shall be deemed effective if mailed or emailed to the CAO unless designated otherwise, Town Hall, Mattawa, (with a copy to the appropriate Department Head) and the secretary of the Union Local or designate and the appropriate departmental steward, whose name and address will be given to the Employer by the Union.

#### **ARTICLE 7 - REPRESENTATION AND INFORMATION**

7.01 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 will supply the Employer with the names of those officers of the Union authorized to speak for the employees in the bargaining unit herein, on behalf of the Union and the manner of their authorization. Similarly, the Employer will supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

7.02 a) A Bargaining Committee of three (3) members shall be appointed by the Employer, as appointees of the Employer, and not more than three (3) members of the Union as appointees of the Union. The Union will advise the Employer of the Union nominee to the Committee.

b) The Employer shall recognize a Grievance committee of two (2) employees, one of whom shall be a chief steward, the other a steward.

7.03 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. Such representatives shall have reasonable access to the Employer's premises in order to investigate and assist in the settlement of a grievance. This of course does not mean access to Employer files. The Employer shall have the right, at any time, to representatives or agents to speak for it, also.

7.04 The Employer shall make available to the Union on request, reasonable information required by the Union related to the employees within the bargaining unit herein, such as job descriptions, positions in the bargaining unit, job classifications and wage rates.

7.05 If it is necessary to have Employer-employee meetings during working hours, the members of the Union Committee will not suffer loss of pay.

#### **7.06 Labour Management Committee**

a) Function of Committee

The Committee shall concern itself with the following general matters:

- i. Considering constructive criticisms of all activities so that better relations shall exist between the Employer and the employees.
- ii. Improving and extending services to the public.
- iii. Promoting safety and sanitary practices.
- iv. Reviewing suggestions from employees, questions of working conditions and Service (but not grievances concerned with service).
- v. Correcting conditions causing grievances and misunderstandings.

b) Meetings of Committee

The Committee shall meet at a mutually agreeable time and place, typically not more often than three (3) times per year, unless both parties agree that further meetings are required. Its members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent meeting with the Employer.

c) Chairperson of the Meeting

An Employer and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.

d) Minutes of Meeting

Minutes of each meeting of the Committee shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting. The Union and the Employer shall each receive two (2) signed copies of the minutes within seven (7) days following the meeting.

The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement.

The Committee shall not supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

## **ARTICLE 8 - PROBATIONARY EMPLOYEES**

- 8.01 a) Newly hired employees shall serve a probationary period of three (3) months from the date of hiring. During the probationary period, employees shall be entitled to all rights and privileges of this Agreement except with respect to discharge. The employment of such employees may be terminated at any time during the probationary period without recourse to the grievance procedure. Upon completion of the probationary period, seniority shall be effective from the latest date of hire with the Employer.

- b) It is agreed and understood that absences in excess of five (5) days during the probationary period shall not be included in the three (3) month probationary period, and an employee's probationary period shall be extended in consideration of such time lost.

8.02 An employee who has completed their three (3) months probationary period may be dismissed but only for just cause and only upon the authority of the Employer. A Department Head may suspend an employee but shall immediately report such action to the Employer. When an employee is disciplined, suspended, or discharged, the steward and the Union shall be advised promptly in writing by the Employer of the reason for such discipline suspension or discharge.

## **ARTICLE 9 - SENIORITY**

9.01 Seniority is defined as the length of service with the Employer calculated from the employee's latest hire date with the Employer. In all cases of promotions, demotions, transfers and recalls, seniority shall be the governing factor provided the senior employee is qualified and competent to do the work. Seniority shall apply on a bargaining-unit-wide basis.

### **9.02 Seniority List**

For full-time employees, the Employer shall maintain a seniority list showing the latest date upon which each employee's service commenced. Where two or more employees commenced work on the same day, preference shall be in accordance with the date of application for employment.

For part-time employees the Employer shall maintain a seniority list showing the number of hours worked from the latest date upon which each employee's service commenced with the Employer. For the purposes of conversion, where a part-time employee becomes a full-time employee, or a full-time employee becomes part-time, 2080 hours worked shall be equal to one year of service.

For temporary employees, the Employer shall maintain a seniority list showing the number of hours worked from the latest date upon which each employee's service commenced with the Employer. For the purposes of conversion, where a temporary employee becomes a full-time employee, 2080 hours worked shall be equal to one year of service.

An up-to-date seniority list containing full and part-time employees shall be sent to the Union and posted on all bulletin boards in January of each year.

*Note: 1) The Parties agree that regular full-time and part-time employees will get preference over temporary employees in the case of layoff, job posting, etc.*

9.03 Protest in regard to seniority standing must be submitted in writing to the CAO unless designated otherwise within thirty (30) days from the date the seniority list is posted. When proof of error is presented by the employee or their representative, such error will be corrected. No change in the most recently obtained seniority status list of an

employee shall be made until the Union has been notified and has been given thirty (30) days to effect a protest, if it desires.

9.04 Subject to the provisions of Clause 9.06 (h), 18.05 or 19.04, an employee shall not lose seniority rights due to absence from work because of illness or injury.

9.05 Should the Employer merge, amalgamate or combine any of its operations or functions with another employer, the Employer agrees to the retention of the seniority rights herein for all employees with the new employer.

9.06 A break in seniority shall be deemed to have occurred if an individual employed by the Employer:

- a) resigns;
- b) is discharged for just cause and not reinstated through the grievance/arbitration procedure;
- c) fails to return to work after the completion of a leave of absence, which may have been granted by the Employer, except where a reasonable excuse is submitted, acceptable to the Employer;
- d) fails to return to work from a lay-off within five (5) days after notification of recall by registered mail to the employee's last recorded address with the Employer. It shall be the employee's responsibility to keep the Employer advised of their current address;
- e) utilizes a leave of absence for purposes other than those for which the leave of absence may have been granted;
- f) is laid off for a period of longer than twenty-four (24) months;
- g) is absent from work without permission for three or more consecutive working days, unless due to an emergency situation, sufficiently explained.
- h) is absent from work for a continuous period of forty-eight (48) months due to illness or injury.

**9.07 Advance Notice of Lay-Off**

In the event of a lay-off of a permanent or long-term nature, the Employer shall:

- a) provide the Union with written notice at the same time it is provided to the employee; and
- b) provide affected employees with written notification in accordance with the Employment Standards Act or pay in lieu thereof.

In the event of temporary lay-off, the Employer shall notify both the Union and

affected employees at least five (5) days prior to the effective date of the lay-off or pay in lieu thereof.

9.08 Grievances concerning lay-offs due to a reduction in the working forces shall be initiated at Step 2 of the grievance procedure.

9.09 **Definition of Lay-Off**

A lay-off shall be defined as a reduction in the workforce or a reduction in the regular hours of work as defined in this Agreement.

9.10 **Role of Seniority in Lay-Offs**

Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a lay-off, employees shall be laid off in the reverse order of their bargaining-unit-wide seniority. An employee about to be laid off may bump any employee with less seniority, providing the employee exercising the right is qualified to perform the work of the less senior employee. The right to bump shall include the right to bump up. It is further understood that the bumping process will provide an adequate orientation period.

9.11 Seniority will be a consideration for work assignments, wherein the Employer will not be unreasonable or arbitrary for such assignments.

9.12 **No New Employees**

New employees shall not be hired until those laid off have been given an opportunity of recall if qualified for the vacant position.

9.13 **Recalls**

Employees shall be recalled in order of seniority, provided the employee being recalled is qualified to perform the work available.

**ARTICLE 10 - GRIEVANCE PROCEDURE**

10.01 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.

10.02 The departments covered by each steward shall be as follows: Public Works Department, Parks and Recreation Department. One steward will be appointed by the Union as chief steward.

10.03 The Union shall notify the Employer in writing of the name of each steward and the Department they represent, and the chief steward before the Employer shall be required to recognize them. The stewards so selected shall constitute the Grievance Committee.

- 10.04 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 Agreement. Therefore, no steward shall leave their work without obtaining the permission of their Supervisor, which decision shall be given within an hour.
- 10.05 A grievance under this Agreement shall be defined as any difference or dispute between the Employer and any employee or the Union.
- 10.06 An employee considered by the Union to be wrongfully or unjustly disciplined, suspended or discharged, shall be entitled to a hearing under the grievance procedure. Step 1 of the grievance procedure shall be omitted in such cases but Notice of Hearing must be communicated within ten (10) working days of the alleged grievance and time is of the essence.
- 10.07 Should it be found, upon investigation, that an employee has been unjustly disciplined, suspended or discharged, such employee shall be immediately reinstated in their former position without loss of seniority and shall be compensated for all time lost in an amount equal to their normal earnings during the pay period next preceding such disciplinary action, suspension or discharge, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of a Board of Arbitration if the matter is referred to such a Board.
- 10.08 An earnest effort shall be made to settle any grievance fairly and promptly in the following manner:
- Step 1: The employee concerned together with their steward shall take up any grievance with their Department Head within ten (10) working days of the employee becoming aware of the alleged violation. The Department Head shall respond within ten (10) working days.
- Step 2: If not settled at Step 1, the Grievance Committee, accompanied by the grievor, may within ten (10) working days of receipt of the reply at Step 1 submit the grievance to the CAO unless designated otherwise. The CAO unless designated otherwise shall respond within ten (10) working days.
- Failing settlement at Step 2, the matter may then be referred to arbitration by either party as hereinafter provided.
- 10.09 No employee or group of employees shall be permitted to take a grievance to Council and/or any member of Council.
- 10.10 Where a dispute involving a question of general application or interpretation occurs, or where three (3) or more employees or the Union has a grievance, Step #1 of this Article may be by-passed.
- 10.11 Replies to grievances shall be in writing at all stages.
- 10.12 At any stage of the grievance or arbitration procedure, the parties may have the

assistance of the employee concerned as witnesses and other witnesses and all reasonable arrangements will be made to permit the conferring parties or the Arbitrator to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

- 10.13 The parties agree that it is their intent to resolve grievances without recourse to arbitration, wherever possible. Therefore, notwithstanding article 11 below, the parties may, upon mutual agreement, engage the services of a mediator in an effort to resolve the grievance and may extend the time limits for the request for arbitration. The parties will share equally the fees and expenses, if any, of the mediator.

#### **ARTICLE 11 - ARBITRATION**

- 11.01 When, after the grievance procedure set out in Article 10 has been exhausted, either party requests that a grievance be submitted to Arbitration, the request shall be made by registered mail or email addressed to the other party of the Agreement, indicating the name of its nominee on an Arbitration Board. Within five (5) days thereafter, the other party shall answer by registered mail or email indicating the name and address of its appointee to the Arbitration Board. The two Arbitrators shall then meet to select an impartial Chairperson.
- 11.02 If the recipient of the notice fails to appoint an Arbitrator as above, or if the two appointees 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.
- 11.03 The Board may determine its own procedure but shall give full opportunity to all parties to present evidence and make representations to it. It shall hear and determine the difference or allegation and try to render a decision within ten (10) days from the time the Chairperson is appointed.
- 11.04 The decision of the majority shall be the decision of the Board. Where there is no majority, the decision of the Chairperson shall be the decision of the Board. The decision of the Board of Arbitration shall be final and binding and enforceable on all parties, but in no event shall the Board of Arbitration effect a decision which is contrary to the terms of this Agreement or to alter, modify, or amend any of its provisions. However, the Board shall have the power to dispose of any discipline, suspension, or discharge grievance by any arrangement, which in its opinion it deems just and equitable.
- 11.05 Each party shall pay:
- 1) the fees and expenses of the Arbitrator it appoints;
  - 2) one half the fees and expenses of the Chairperson.
- 11.06 The time limits fixed in both the grievance and arbitration procedure may be extended by consent of the parties to this Agreement.
- 11.07 Whenever an Arbitration Board is referred to in this Agreement, the parties may mutually agree in writing to substitute a single arbitrator for the Arbitration Board at

the time of referring the matter to arbitration. All other provisions referred to an Arbitration Board shall apply.

## **ARTICLE 12 - LEAVE OF ABSENCE**

12.01 Leave of absence with pay will be granted to the steward of the Union while in consultation with the Employer or its officials on matters pertaining to the Agreement, during working hours.

### **12.02 Bereavement Leave**

a) An employee shall be granted a maximum of five (5) regularly scheduled workdays' leave (intent is to include cremation and spring burial) without loss of salary or wages in the case of the death of a spouse (including common-law and same-sex spouse), child (including stepchild, adoptive child, and foster child), parent, brother, or sister. Proof of death may be requested by the Employer. Additional leave may be granted by the Employer upon request.

b) An employee shall be granted three (3) regularly scheduled workdays' leave (intent is to include cremation and spring burial) without loss of salary or wages in the case of the death of a mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, or grandchild. Proof of death may be requested by the Employer. Additional leave may be granted by the Employer upon request.

c) An employee shall be granted one (1) regularly scheduled workdays' leave (intent is to include cremation and spring burial) without loss of salary or wages in the case of the death of an aunt, uncle, niece, or nephew. Proof of death may be requested by the Employer. Additional leave may be granted by the Employer upon request.

### **12.03 Union Leave**

Leave of absence without pay and without loss of seniority shall be granted, upon request to the Employer, to employees elected or appointed to represent the Union at Union Conventions, conferences or on other Union business.

Employees granted a leave for Union business under this Article shall receive their normal pay for the period of the leave of absence. The Corporation will bill Local 1465-01 for all wages and applicable benefits provided to the employee during the leave of absence. Local 1465-01 shall reimburse the Employer within thirty (30) days following its receipt of the invoice.

### **12.04 Jury Duty**

The Employer shall grant leave of absence without loss of seniority to an employee who serves as a juror or witness under subpoena in any court. 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 to the Employer.



**12.05 General Leave**

The Employer shall grant leave of absence without pay and without loss of seniority to any employee requesting such leave for good and sufficient cause. Such request to be in writing and must be approved by the Employer. Such approval shall not be withheld unjustly.

**12.06 Approved Leave**

Where an employee qualifies for sick leave, bereavement, or any other approved leave during their period of vacation, 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 by mutual agreement between employee and Employer.

**12.07 Family Medical Leave**

An employee may request Family Medical Leave as per the Employment Standards Act.

**ARTICLE 13 - JOB POSTING**

- 13.01 a) New bargaining unit positions and vacancies within the coverage of this Agreement shall be posted on the Employer's bulletin boards for a minimum period of five (5) working days, during which time employees shall have the opportunity to apply for such postings.
- b) Ability to do the job means ability to perform the requirements of the job following a three (3) month trial period. In the event the employee is not able or does not wish to complete the three (3) month trial period or cannot satisfactorily perform the job during the trial period, they shall be returned to their former position and wage rate, without loss of seniority; and any other employee who has been promoted or transferred because of the re-arrangement of positions shall also be returned to their former position and wage rate without loss of seniority.
- c) For purposes of this Article, vacancies shall mean those vacancies anticipated to extend beyond thirty (30) calendar days.
- d) An employee who applies for a posted temporary vacancy and is accepted shall revert to their former position and rate upon completion of the temporary assignment, as shall any other employee who was promoted or transferred by reason of such placement.
- e) Preference shall be given to full-time and part-time employees in the hiring process.

**13.02 Information on Postings**

Such notice shall contain the following information: nature of position, qualifications, required knowledge and education, skills, shift, hours of work, wage or salary rate or

range. Such qualifications may not be established in an arbitrary or discriminatory manner. All job postings shall state: "This position is open to all applicants."

### **13.03 Role of Seniority in Promotions and Transfers**

Both parties recognize:

- 1) the principle of promotion within the bargaining unit;
- 2) that job opportunity should increase in proportion to length of service;

Therefore, in making personnel changes within the bargaining unit, transfers or promotions, appointment shall be made of the applicant with the greatest seniority and having the required qualifications in accordance with Article 13.02.

13.04 The Union shall be notified of all promotions, demotions, hirings, lay-offs, transfers, recalls, resignations, retirements, deaths, or other terminations of employment.

## **ARTICLE 14 - VACATIONS**

14.01 All employees covered by this Agreement will be entitled to the following vacations with pay, which shall be taken as follows:

14.02 After completion of 12 months of employment with the Employer, employees shall be entitled to ten (10) working days annual vacation or if terminating employment prior to the completion of one year of service and before taking the said vacation, vacation pay in lieu thereof of 4% of gross wages.

14.03 After completion of 2 years of employment with the Employer, employees shall be entitled to thirteen (13) working days annual vacation, or if terminating employment prior to the completion of 2 years service and before taking the said vacation, vacation pay in lieu thereof of 5% of gross wages during the second (2nd) year (plus any accrued vacation pay not yet paid for previous years, if any.)

14.04 After completion of 3 years of employment with the Employer, employees shall be entitled to fourteen (14) working days annual vacation, or if terminating employment prior to the completion of 3 years service and before taking the said vacation pay in lieu thereof of 5.4% of gross wages during the third (3rd) year (plus any accrued vacation pay not yet paid for previous year, if any.)

14.05 After completion of 4 years of employment with the Employer, employees shall be entitled to fifteen (15) working days annual vacation or if terminating employment prior to the completion of 4 years of service and before taking the said vacation, vacation pay in lieu thereof of 5.8% of gross wages during the fourth (4th) year (plus any accrued vacation pay not yet paid for previous years, if any.)

14.06 After completion of 5 years of employment with the Employer, employees shall be entitled to seventeen (17) working days annual vacation or if terminating employment prior to the completion of 5 years of service and before taking the said vacation, vacation

pay in lieu thereof of 6.2% of gross wages during the fifth (5th) year (plus any accrued vacation pay not yet paid for previous years, if any.)

- 14.07 After completion of ten (10) years of employment with the Employer, employees shall be entitled to twenty (20) working days annual vacation or if terminating employment prior to the completion of ten (10) years service and before taking the said vacation, vacation pay in lieu thereof of 8% of gross wages during the tenth (10th) year (plus any accrued vacation pay not yet paid for previous years, if any.)
- 14.08 After completion of seventeen (17) years of employment with the Employer, employees shall be entitled to twenty-five (25) working days annual vacation or if terminating employment prior to the completion of seventeen (17) years service and before taking the said vacation, vacation pay in lieu thereof of 10% of gross wages during the seventeenth (17th) year (plus any accrued vacation pay not yet paid for previous years, if any.)
- 14.09 After completion of twenty-five (25) years of employment with the Employer, employees shall be entitled to thirty (30) working days annual vacation or if terminating employment prior to the completion of twenty-five (25) years service and before taking the said vacation, vacation pay in lieu thereof of 12% of gross wages during the twenty-fifth (25th) year (plus any accrued vacation pay not yet paid for previous years, if any.)
- 14.10 All employees shall make application for annual vacation to the Supervisor in charge of the Department in which they are employed at least two (2) weeks in advance of when they wish to begin their annual vacation and where practicable, vacation shall be allowed when requested; however, where it is deemed impractical by the Supervisor, they shall advise such employee and a mutually agreeable time for annual vacation shall be worked out between the Supervisor and the employee involved.
- 14.11 If a paid holiday falls or is observed during an employee's vacation period, they shall be granted an additional day's vacation with pay, for each holiday, in addition to their regular vacation time.

#### **ARTICLE 15 - LIST OF HOLIDAYS**

- 15.01 a) The following holidays are recognized as paid holidays for the Public Works Department:

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

Christmas Eve (1/2 day) for employees scheduled to work.

- b) The following holidays are recognized as paid holidays for the Parks and Recreation Department:

New Year's Day	Good Friday	Easter Sunday
Victoria Day	Canada Day	Civic Holiday

Labour Day                      Thanksgiving Day                      Christmas Day  
 Boxing Day                      Family Day  
 Christmas Eve (1/2 day) for employees scheduled to work

15.02 In the event that the following paid holidays fall on a day set out below, the following schedule of days off with pay shall be observed by all employees:

<u>Holiday</u>	<u>Falling On</u>	<u>Day Off with Pay</u>
New Year's Day	Saturday	Friday preceding
New Year's Day	Sunday	Monday following
Canada Day	Saturday	Friday preceding
Canada Day	Sunday	Monday following
Christmas Day	Saturday	Friday preceding
Christmas Day	Sunday	Monday following
Boxing Day	Saturday	Thursday preceding
Boxing Day	Sunday	Monday following
Boxing Day	Monday	Friday preceding

15.03 Staff may be required, if in fact they are located in the community, to work on any holiday or Saturday and Sunday and shall be subject to call, if required, in emergency situations. The Supervisor of each Department shall appoint the staff required to so work and shall distribute the workload in a fair and just matter.

15.04 Employee shall be required to work the first working day before and the first working day after each statutory holiday to be entitled to the benefits allowed for such holidays except when employees are off on legitimate leave of absence.

15.05 An employee authorized to work on a statutory holiday shall have the option of accepting payment at the rate of time and one-half their regular hourly rate for all hours worked on the holiday or receiving the equivalent time off with pay in lieu.

**15.06 Float Days**

The employer agrees to grant full-time employees two (2) float days off with pay to be taken on a day mutually agreed upon between the Employer and the employees.

**ARTICLE 16 - HOURS OF WORK**

16.01 a) The normal work week for all Public Works employees shall consist of eight-hour days from Monday to Friday inclusive for a total of forty (40) hours per week.

The normal workdays shall not commence before 6:00 a.m. nor finish later than 5:00 p.m., as determined by the Employer. The hours of work shall be either:

- 6:00 a.m. to 10:00 a.m. and from 11:00 a.m. to 3:00 p.m.; or
- 7:00 a.m. to 11:00 a.m. and from 12:00 p.m. to 4:00 p.m.; or
- 8:00 a.m. to 12:00 p.m. and from 1:00 p.m. to 5:00 p.m.

The Employer shall make every reasonable effort to give 24 hours notice due to changes in hours related to inclement weather.

- b) i) The normal work week for Parks, Arena and Recreation employees shall consist of five (5) eight (8) hour days for a total of forty (40) hours per week. Once the hours of work are established, they shall remain the same for the pay period. Posted shifts may only be changed with the mutual consent of both the employee and the supervisor.
- ii) The work schedule shall be posted two (2) weeks ahead. Except in cases of emergency, the Employer shall give an employee a minimum of one (1) week's notice of any shift change.
- iii) All employees shall be entitled to two (2) consecutive days off after working forty (40) regular hours. For purposes of clarity, this clause shall not include overtime occurrences.

16.02 Employees working a shift of eight (8) hours or longer will be provided two (2) fifteen (15) minute rest periods per shift worked. One rest period will be scheduled near the mid-point of the first half of the shift; the second rest period will be scheduled near the mid-point of the second half of the shift. Employees working less than an eight (8) hour shift will receive one fifteen (15) minute rest period scheduled near the mid-point of the shift.

#### **ARTICLE 17 - OVERTIME**

17.01 Overtime shall be paid to an employee at the rate of time and one-half (1 ½ X) their regular hourly rate for all authorized time worked:

- in excess of eight (8);
- in excess of forty (40) hours in a week;
- on the employee's regular scheduled day off;
- on a statutory holiday recognized under this Agreement.

17.02 An employee may select any one of the following methods of payment of overtime:

- a) Payment as outlined in 17.01 above;
- b) Time and one half (1½ X) off in lieu of overtime pay;
- c) Any combination of a) and b) which does not exceed the equivalent of time and one half (1½ X).

An employee shall be allowed to bank up to a total of 40 hours at time and one-half (1½ X).

Scheduling for such time off shall be subject to the agreement of the employee and their immediate supervisor. Such request shall not be unreasonably denied.

- 17.03 Employees shall not be required to lay-off during regular hours to equalize any overtime worked.
- 17.04 Overtime will be distributed as equitably as possible among those employees working in the classification normally performing such work. Overtime will be offered to full-time employees before part-time employees or others are considered.
- 17.05 When employees are called from home for work at other than their regular shift, they shall be entitled to at least two hours at the overtime rate which applies unless it is prior to their shift, in which case the minimum time at the overtime rate shall be one half hour.
- 17.06 a) The Employer may designate an employee to be "on-call" during each seven-day (7) period to provide services outside of regular working hours. Such employee shall be paid the equivalent of five hours (5) at time and one-half (1 ½X) the employee's regular hourly rate for being available during such period. In addition, they shall be paid a minimum of two hours (2) pay at time and one-half (1 ½) for each call-out.
- b) An employee normally working Monday through Friday and who is assigned to monitor the water treatment plant on Saturday and/or Sunday shall receive two (2) hours pay at time and one-half (1 ½) the employee's regular hourly rate for each day they are so assigned.

**ARTICLE 18 - SICK PAY ALLOWANCE/SHORT-TERM DISABILITY PLAN**

**18.01 Sick Days Defined**

An employee is considered sick if the employee is unable to report for work because of illness, injury, medical examination, or medical treatment. An employee must notify the Supervisor by starting time, or the employee will not be entitled to the first day of sick allowance pay, if any. If the employee is sick three (3) days or more, they may be required to provide a doctor's certificate that they were sick, to be entitled to sick pay, if any. If the Employer or the STD carrier requires a medical certificate and if the medical doctor requires payment for same, then the Employer will contribute up to \$50 (with receipt).

- 18.02 For purposes of this Article, it is agreed and understood that an employee must be classified as a full-time employee (clause 3.02) and must have completed one (1) year of continuous full-time employment to qualify for sick leave and STD benefits as described in this Article.

**18.03 Annual Paid Sick Days**

All full-time employees will be entitled up to nine (9) sick days per annum paid at 100%. Such days are prorated upon hire and not earned during unpaid leaves of absence in excess of one (1) month. These days will be allotted effective January 1 of each year. The maximum number of sick leave days per full-time employee is capped at twenty-four (24) days.

**18.04 Record of Sick Leave Credit**

The CAO unless designated otherwise, will provide each full-time employee with his/her sick leave summary in January and July each year.

**18.05 Illness in the Family**

Where no one other than the employee can provide for the need during illness or for appointments of an immediate member of the employee's family an employee shall be entitled after notifying the employee's supervisor to use a maximum of five (5) sick days per illness for this purpose.

**18.06 Short-Term Disability (STD) plan**

Effective July 1, 2018, a short-term disability plan for full-time employees that shall be equal to seventy-five percent (75%) of weekly earnings, as defined by the Plan, to a maximum of twelve hundred (\$1,200.00) dollars per week. The Employer will ensure that the weekly STD maximum will not fall below such 75% of weekly earnings. The Employer shall pay 100% of the premiums for the STD plan. Disability benefits payable from the first day of non-work-related accident and the 4<sup>th</sup> day of non-work-related illness to a maximum of seventeen (17) weeks. For clarity, access to the seventy-five percent (75%) on the first day does not require hospitalization. If an employee is denied STD and chooses to appeal, then, if requested, the employer will cooperate in order to assist the employee with any administrative guidance to resolve such dispute.

**18.07 Confidentiality**

The Employer agrees that unless the Employer receives specific written consent by the employee, at no time shall the Employer have access to health information collected by the STD carrier beyond that needed to facilitate a return to work. For clarity, the nature of the illness, prognosis (not diagnosis), any restrictions identified by the employee's physician or specialist, and/or any medications prescribed which directly affect the employee's ability to work shall be provided to the Employer if required. Any information requested beyond that which is listed above shall be discussed with the Union prior to access.

**18.08 Carry-over Days**

Full-time employees shall be entitled to accumulate up to twenty-four (24) days of unused sick time under Article 18.03 and may choose to use these days at their discretion for either of the following purposes:

1. Payment for qualifying period required to reach STD when annual entitlements are exhausted; and/or
2. Payment to top up wages to 100% while on STD.

The accumulated time for this provision shall have no other value and will not be paid out in cash at any time.

#### **18.09 STD Qualifying Period**

Full-time employees shall have the option to bridge payment for the qualifying days prior to STD by using any of the following once their annual sick day allotment and their carry-over allotment identified in Article 18.08 is exhausted;

- a) Bank time (overtime) pursuant to Article 17.02.
- b) Float holiday pursuant to Article 15.
- c) Paid Vacation days pursuant to Article 14.

Notwithstanding the above, an employee may choose to submit a claim for STD to be paid effective the first day in certain circumstances, including but not limited to, an accident requiring hospitalization or a planned surgical procedure. In these circumstances, no qualifying period shall apply.

#### **18.10 Recurrence of Illness**

If a full-time employee falls ill for the same or related cause within two (2) weeks of return to work after STD, then that illness shall be considered part of the same seventeen (17) week entitlement. Beyond the two (2) weeks, the employee shall be required to complete a new STD claim.

#### **18.11 Pension**

Subject to approval of OMERS, the Employer agrees to continue to contribute its share to the pension plan if the Employee agrees to continue his/her share while on STD. Subject to the approval of OMERS, in such cases of a full-time employee shall be entitled to use pay from vacation, overtime, float holiday, or sick leave credits to be converted to the equivalent monetary amount for such purpose.

18.12 Where an employee has used up all their sick leave credits, STD, and EI disability, and, through illness is unable to perform their regular duties, they shall be placed on leave of absence, during which period they will not receive pay, vacation credits, statutory holiday pay or sick leave credits but such employee shall continue to accumulate seniority. Such leave of absence shall be limited to a period equal to the employee's accumulated seniority at commencement of the leave of absence, or a period of four (4) years, whichever is the lesser. This clause shall be interpreted with reference to the Employment Standards Act and the Human Rights Code of Ontario. If the employee is not able to return to work upon expiration of the leave of absence, their employment may be terminated.

#### **18.13 Change of Plan/Carrier**

The Employer may change the STD plan and/or carrier provided that the new benefits plan is/are equivalent to or better than that described in SSQ Policy #53C80 dated January 1, 2012. In the event that the Employer changes the carrier, the Union shall be provided sixty (60) days notice and the details of the new plan. Prior to any change, each employee shall be provided with a description of the new plan.



## **ARTICLE 19 – EMPLOYEE BENEFITS**

- 19.01 a) All eligible full-time employees shall be enrolled in the Ontario Municipal Employees Retirement System (O.M.E.R.S.).
- b) All other classifications of employees shall be entitled to participate in OMERS according to eligibility requirements in the OMERS regulations.
- c) Active membership in OMERS may continue until the employee retires or the end of the month in which the member reaches age sixty-nine (69) if earlier. At age sixty-nine (69), all contributions to the OMERS plan shall cease and a pension shall be paid to the member as per OMERS regulations.
- d) Employees and the Employer shall make contributions as required by OMERS.
- 19.02 a) The Employer shall pay one hundred (100%) per cent of the cost of the premiums of the following plans for all employees and their dependents:
- 1) Plan for semi-private hospital care;
  - 2) Group Life, Accident, Long Term and Short-Term Disability Benefits and Health Care Plan. The amount of life insurance shall be two times the employee's annual salary.
  - 3) Effective the first of the month following the date of ratification:  
  
Vision Care at \$400 for every 24-month period.
  - 4) Dental plan – no deductions; 100% basic coinsurance; current ODA fees; 12-month recalls; \$2,000 annual maximum.
- b) An employee who chooses to continue working for the Employer beyond age sixty-five (65) shall have their coverage under clause 19.02(a), except for Long Term and Short-Term Disability, continued on the same basis as that of current full-time employees and the Employer shall pay the same premiums as those being paid on behalf of current employees.
- For greater clarity, Long Term and Short-Term Disability coverage will not be provided to an employee who continues to work for the Employer beyond their sixty-fifth (65<sup>th</sup>) birthday.
- 19.03 The Employer shall have the right to determine the insurer of the benefits specified in this Article as long as the coverage remains the same. All refunds, reductions of premiums, or dividends, etc. relating to contributions by the Employer shall become and remain the sole property of the Employer.
- 19.04 a) A full-time employee absent from work due to illness or injury and not in receipt of Workplace Safety and Insurance Board benefits shall have their coverage for the

benefits set out in clause 19.02 hereto continued for a continuous period of six (6) months from the onset of disability.

- b) If upon expiration of the six (6) month period, the employee files a claim for Long Term Disability benefits through the Employer's insurer, and the insurer accepts such claim, their participation in the benefit plans shall be continued for a further period of up to four (4) years, or until such time as the employee returns to work, whichever first occurs.
- c) If an employee continues to qualify for Long Term Disability benefits beyond the four (4) year period described in clause 19.04 (b), and is not terminated under article 18.12, then they may elect to continue their participation in the benefit plans set out in Clause 19.02 by assuming responsibility for the premium costs of such plans. Premium payments shall be paid to the Town no later than the first day of each month. Failure by the employee to remit payment as described may result in immediate termination of benefit coverage.

19.05 An employee receiving temporary or permanent disability benefits from the Workplace Safety and Insurance Board in consideration of an illness or injury sustained while employed by the Employer shall have the right to reclaim the job being performed at the onset of disability, or, if this job is no longer available, a comparable job at a comparable rate of pay. Such employee shall also be entitled to have their participation continued in the Employee Benefits as set out in clause 19.02 hereto. Employees with less than twenty-four months (24) seniority will be limited to the privileges set forth in the clause for a period of twenty-four months (24). All other employees with more than twenty-four months (24) of seniority shall be entitled to the privileges set forth in this clause for a period of forty-eight months (48). If the employee is still not able to return to work, they shall lose all seniority rights conferred under this Agreement and their employment may be terminated.

Notwithstanding the above, the parties acknowledge their mutual obligation not to discriminate against any person with a handicap as defined in the *Ontario Human Rights Code* as amended from time to time.

## **ARTICLE 20 - PAYMENT OF WAGES AND ALLOWANCES**

- 20.01 Pay days shall be every second Friday and on each payday each employee shall be provided with an itemized statement of their wages and deductions.
- 20.02 Should a holiday occur on a pay day, then the preceding day shall be deemed to be pay day for the purpose of this Agreement.
- 20.03 The principle of equal pay for equal work shall apply, regardless of sex.
- 20.04 The Employer shall pay wages in accordance with Schedule "A" attached hereto and forming part of this Agreement.

**20.05 Relieving in Position of Higher Rating**

While the employees relieve in a position of higher rating for one (1) full shift or more, they will receive the rate for the position they are relieving for the full period they are so employed.

- 20.06 a) Each full-time employee will be paid fifty dollars (\$50) monthly for each current Level I Waste Water Treatment, Level I Water Distribution and Level I Waste Water Collection certificates held.
- b) Each full-time employee will be paid seventy dollars (\$70) monthly for current Level II Water Distribution certificate. It is agreed and understood that an employee shall receive payment only for the highest certification held.
- c) If and when the Basic Refrigeration Level I becomes legislation, the Employer will recognize it under this Article.

**ARTICLE 21 - CLOTHING ALLOWANCE**

- 21.01 a) The Employer agrees to continue supplying clothing to full time employees on the following basis: two (2) shirts and two (2) pairs of pants per annum, two (2) sets of coveralls per annum and one (1) pair of safety boots CSA approved. It shall be the responsibility of the Employer to clean and maintain all coveralls issued by the Employer. It is further agreed that the employee shall be responsible for laundering and maintaining other clothing issued by the Employer.
- b) Notwithstanding the foregoing, an employee who is off work on leave of absence, or in receipt of Long and Short-Term Disability or WSIB benefits shall not be eligible to receive the clothing issue described in clause 21.01 a) until their return to work.

**ARTICLE 22 - FIRST AID KITS**

- 22.01 First aid kits will be supplied by the Employer in accordance with the Workplace Safety Insurance Board Rules and kept in places easily accessible to all employees.
- 22.02 A member of the Union in conjunction with the Supervisor will check first aid kits monthly.
- 22.03 Any first aid supplies used or taken from a kit must be reported to the immediate supervisor promptly. All accidents or injuries involving employees must be reported to the immediate supervisor immediately, no matter how minor.

**ARTICLE 23 - SAFETY AND HEALTH**

**23.01 Health & Safety Committee**

- a) A Health & Safety Committee shall be established with equal representation of two (2) members from the Corporation and the Union respectively.

- b) The committee will meet every three (3) months, if required, or more frequently if mutually agreed to, to discuss safety matters of mutual interest.
- c) A designated safety representative from the bargaining unit will be recognized in the corporation. When an unsafe practice is alleged, the safety representative will discuss the findings and actions required with the Chief Administrative Officer or designee. Unresolved items may be appealed to the Joint Health & Safety Committee.
- d) The powers of this Committee shall be outlined in the Occupational Health & Safety Act.

It is understood that the Joint Health & Safety Committee referred to above which provide for joint enquiry into safety practices and inspection of on-site projects by a joint committee does not, in any way derogate from or limit the function of management to take such action as it may decide to take arising out of its responsibility for safety measures and in a manner in keeping with its management responsibilities.

- 23.02 Employees failing to follow safety rules and regulations may be subject to disciplinary action.
- 23.03 Any employee working under the influence of alcohol or other mind-altering substances during working hours shall be subject to disciplinary action.

#### **ARTICLE 24 - SHIFT PREMIUM & WEEKEND PREMIUM**

- 24.01 A shift premium of eighty-five cents (85¢) per hour shall apply to all shifts in which the majority of hours are worked between 1600 and 0800 hours and for which overtime or on-call pay is not applicable. Employees who work day shift on Saturdays and Sundays will be paid an additional eighty-five cents (85¢) per hour weekend premium for all hours where overtime or on-call pay is not applicable. Effective January 1, 2025, the premiums will increase to one dollar (\$1.00).

#### **ARTICLE 25 - GENERAL**

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

#### **ARTICLE 26 - TERM OF AGREEMENT**

- 26.01 This Agreement shall be binding and remain in effect from January 1, 2023, to December 31, 2026, and shall continue from year to year thereafter unless either party gives to the other party notice in writing during the period of between ninety (90) days prior to the 31st day of December in any year that it desires its termination or amendment.
- 26.02 Any changes deemed necessary in this Agreement may be made by mutual agreement between the parties at any time during the existence of this Agreement.

26.03 If notice that amendments or termination as set out in paragraph 26.01 is given by either party, the other party agrees to meet for the purpose of negotiations within twenty-five (25) days of the giving of such notice, if requested to do so.

#### **ARTICLE 27**

27.01 It is agreed by the parties hereto that every covenant, proviso, and agreement shall endure to the benefit of and be binding upon the parties hereto, and their successors and assigns.

#### **ARTICLE 28 – NO LAY-OFF**

28.01 During the term of this Collective Agreement, the Employer agrees that there will be no lay-off of any full-time employee employed prior to December 7, 2004.

#### **ARTICLE 29 – PRESENT CONDITIONS AND BENEFITS**

##### **29.01 Amalgamation, Regionalization and Merger Protection**

In the event the Employer merges or amalgamates with any other body, the employer will attempt to ensure that:

- 1) Employees shall be credited with all seniority rights with the new employer.
- 2) All service credits relating to vacation with pay, sick leave credits and other benefits shall be recognized by the new employer.

#### **ARTICLE 30 – NO CONTRACTING-OUT**

30.01 It is agreed that none of the work assigned to and performed by members of the bargaining unit shall be contracted out to others if such contracting out would result in a lessening of the members of the bargaining unit employed by the municipality.

#### **ARTICLE 31 – DISCIPLINE AND DISCHARGE**

31.01 An employee is entitled to be accompanied by a Union steward when interviewed in the course of a disciplinary issue. The Employer will establish the time and place of such meeting allowing sufficient time for the employee to secure union representation.

#### **ARTICLE 32 – ACCESS TO PERSONNEL FILE**

32.01 Disciplinary letters shall be removed from the employee's personnel file if an employee has been free of discipline for a period of twenty-four months (24).

Upon twenty-four hours (24) written notice from the employee to the immediate supervisor, an employee may review their personnel file in the presence of the Employer. An employee shall have the right to make copies of any material contained in their personnel file.

**ARTICLE 33 – NOTICE**

33.01 The Employer will provide the Union with advanced notice of any substantive plan that will have a direct impact on members of the bargaining unit. The Employer will endeavor to provide such information eight (8) weeks prior to implementation.

IN WITNESS HEREOF the parties hereto have hereunto set their hands and seals this 9<sup>th</sup> day of November, 2023.

FOR THE CORPORATION OF  
THE TOWN OF MATTAWA



\_\_\_\_\_



RABelanger (Nov 13, 2023 12:05 EST)

\_\_\_\_\_



Dexture Sarrazin (Nov 9, 2023 11:16 EST)

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\_\_\_\_\_

FOR CANADIAN UNION OF PUBLIC  
EMPLOYEES & ITS LOCAL 1465, CLC



Sheri Wabie (Nov 10, 2023 20:04 EST)

\_\_\_\_\_



Fraser Bartlett (Nov 9, 2023 12:08 EST)

\_\_\_\_\_



Brandon Neault (Nov 9, 2023 11:55 EST)

\_\_\_\_\_



\_\_\_\_\_

**SCHEDULE "A"**

**WAGE RATES AND CLASSIFICATIONS**

**Rate Per Hour**

**Internal equity: Term: 4-year agreement as follows:**

<b>Bands</b>	<b>Classifications</b>	<b>01-Jan-23 \$0.60</b>	<b>01-Jan-24 \$0.70</b>	<b>01-Jan-25 \$0.75</b>	<b>01-Jan-26 \$0.75</b>
1					
2	Clerk II Caretaker II	\$24.20	\$24.90	\$25.65	\$26.40
3	Labourer Clerk I Caretaker I	\$25.20	\$25.90	\$26.65	\$27.40
4	Equipment Operator Water/Waste Water Operator	\$26.20	\$26.90	\$27.65	\$28.40
5	Sub-Foreman	\$30.77	\$31.47	\$32.22	\$32.97
	Mechanics (When required to work at their trade)	\$30.77	\$31.47	\$32.22	\$32.97
	Mechanics (When not required to work at their trade)	\$28.16	\$28.86	\$29.61	\$30.36
	Cleaner	\$16.08	\$16.78	\$17.53	\$18.28

## SCHEDULE "B"

### PART-TIME EMPLOYEES

Part-time employees shall be entitled to all rights, benefits, and privileges of this Collective Agreement except as hereinafter provided for in Schedule "B".

1) Definition

A part-time employee is an employee who works 24 hours or less per week. A part-time employee may work more than 24 hours per week on a temporary basis to cover absences due to illnesses, vacations, leaves of absences and still retain part-time status. Assignments relative to this type of absence shall be for periods not exceeding six (6) months. Where it is known that such assignments will exceed a continuous period of thirty (30) calendar days, the posting provision of Article 13 shall apply.

2) Probationary Employee

A newly hired part-time employee shall be considered on probation until they have completed 520 hours of work or six (6) months, whichever comes first. Such hours need not be continuous. Upon completion of the probationary period, the part-time employee shall be credited with all hours worked from latest date of hire.

It is agreed and understood that absence in excess of five (5) days during the probationary period shall not be included in the probationary period, and an employee's probationary period shall be extended in consideration of such time lost.

3) Seniority

Seniority is defined as the length of service with the Employer calculated from the employee's date of hire with the Employer.

For part-time employees, the Employer shall maintain a seniority list showing the number of hours worked from the latest date upon which the employee's service commenced for the Employer. For the purposes of conversion, where a part-time employee becomes a full-time employee, or a full-time employee becomes part-time, 2080 hours worked shall be equal to one year of service.

An up-to-date seniority list containing both full-time and part-time employees shall be sent to the Union and posted on all bulletin boards in January of each year.

For the purpose of this calculation, holiday pay paid to the employee under Article 15 of this Agreement shall be considered as hours worked when calculating the employee's seniority.

4) a) Vacation

Part-time employees shall be entitled to vacation pay on the following basis.



After completion of 2080 hours (1 year)	4%
After completion of 4160 hours (2 years)	5%
After completion of 6240 hours (3 years)	5.38%
After completion of 8320 hours (4 years)	5.77%
After completion of 10400 hours (5 years)	6.54%
After completion of 20800 hours (10 years)	7.69%
After completion of 35360 hours (17 years)	9.61%

NOTE: Vacation pay shall be paid on each regular pay

- b) A part-time employee shall be eligible to receive payment for each of the statutory holidays set out in clause 15.01 of this Agreement in accordance with the eligibility provisions of the Employment Standards Act of Ontario.

5) Hours of Work

- a) Part-time employees shall normally be called to work as required. The minimum non-scheduled call-in for a part-time employee shall be four (4) hours.
- b) Where hours of work are required on a regular basis, such hours shall be scheduled as far in advance as possible.
- c) Hours of work shall be distributed on a seniority basis by classification and qualifications amongst part-time employees.
- d) Part-time employees shall only be allowed to work overtime when regular full-time employees are not available.

6) In Lieu Payment

In lieu of Sick Pay Allowance (Article 18) and Employee Benefits as outlined in 19.02, a part-time employee shall receive an additional 80¢ per hour for every hour worked.

Part-time employees shall be entitled to participate in OMERS according to eligibility requirements in the OMERS regulations.

7) Clothing Allowance

Part-time employees shall receive a maximum of \$200 clothing allowance annually, in December of each year. A part-time employee who has not completed 1200 hours as of December 31 shall receive a prorated allowance based on the months of service during the calendar year. The employee shall be required to provide a receipt(s) as proof of purchase.

8) Schedule "A"

All part-time employees shall be classified as per Schedule "A" of the Collective Agreement.

- 9) No full-time position shall be eliminated by reason of duties being assigned to one or more part-time employees.

- 10) A part-time employee shall lose seniority and shall be deemed to have been terminated in the event that the employee does not accept a shift for a period of twelve (12) consecutive months, without providing a reason acceptable to the Employer (i.e., illness, death in the immediate family).

SIGNED ELECTRONICALLY, ON THIS 9<sup>th</sup> DAY OF November, 2023.

FOR THE CORPORATION OF  
THE TOWN OF MATTAWA





RABelanger (Nov 17, 2023 12:05 EST)



Dexture Sarrazin (Nov 9, 2023 11:16 EST)

FOR CANADIAN UNION OF PUBLIC  
EMPLOYEES & ITS LOCAL 1465, CLC



Sheri Wabie (Nov 10, 2023 20:04 EST)



Fraser Bartlett (Nov 9, 2023 12:08 EST)



Brandon Neault (Nov 9, 2023 11:55 EST)



**LETTER OF UNDERSTANDING – 1**

Between:

The Corporation of the Town of Mattawa  
- and -  
Canadian Union of Public Employees and  
Its Local 1465

- a) Each part-time employee shall be classified either as Caretaker II, a Clerk II or a Labourer and paid at the rate set out in Schedule "A" to this Agreement.
- b) Thereafter, part-time employees shall be called to work in order of seniority and by classification, as required, provided the part-time employee eligible to be called is qualified and competent to perform the work available.
- c) If the Employer is unable to fill its requirements through the procedure described in (b) above, consideration may be given to a part-timer working outside the classification, provided such employee is qualified and competent to perform the work available.
- d) It is agreed and understood that this Letter of Understanding shall not supersede the job posting provisions of this Collective Agreement and that bargaining-unit-wide seniority and qualifications shall continue to apply to job postings, pursuant to the provisions of *Article 9*. For the purpose of clarity, it is agreed that the qualifications for the position of Labourer shall be grade 12 (or equivalent), class DZ license, physically fit and enrolled or eligible to enrol in the OIT (Operator in Training) program through the Ontario Environmental Training Consortium (OETC).

This Letter of Understanding shall form an integral part of the Collective Agreement.

SIGNED ELECTRONICALLY, ON THIS 9<sup>th</sup> DAY OF November, 2023.

FOR THE CORPORATION OF  
THE TOWN OF MATTAWA





RABelanger (Nov 13, 2023 12:05 EST)



Dexture Sarrazin (Nov 9, 2023 11:16 EST)

FOR CANADIAN UNION OF PUBLIC  
EMPLOYEES & ITS LOCAL 1465, CLC

  
Sheri Wabie (Nov 10, 2023 20:04 EST)

  
Fraser Bartlett (Nov 9, 2023 12:08 EST)

  
Brandon Neault (Nov 9, 2023 11:55 EST)



**LETTER OF UNDERSTANDING – 2**

Between:

The Corporation of the Town of Mattawa

- and -

Canadian Union of Public Employees and  
Its Local 1465

RE: Landfill Attendant Tasks

It is agreed that the Landfill Attendant duties be assigned in the reverse order of seniority amongst three (3) full-time employees on a rotational basis. With the understanding that the landfill site is primarily open to the public on Saturdays, the normal working hours for the three (3) appointed employees shall include a scheduled Saturday shift of between 3 and 5 hours to carry out the duties of Landfill Attendant paid at regular hourly rates.

The remaining 35 to 37 hours to meet the 40-hour workweek as per Article 16.01(a) of the Collective Agreement shall be scheduled to be worked from Monday to Friday between 6 a.m. to 5 p.m. as per usual.

This Letter of Understanding shall form an integral part of the Collective Agreement.

SIGNED ELECTRONICALLY, ON THIS 9<sup>th</sup> DAY OF November, 2023.

FOR THE CORPORATION OF  
THE TOWN OF MATTAWA



  
RABelanger (Nov 13, 2023 12:05 EST)

  
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Fraser Bartlett (Nov 9, 2023 12:08 EST)

  
Brandon Neault (Nov 9, 2023 11:55 EST)



**LETTER OF UNDERSTANDING – 3**

Between:

The Corporation of the Town of Mattawa

- and -

Canadian Union of Public Employees and  
Its Local 1465

RE: Lead Hand Designation

The designation of Lead Hand will be assigned to the Public Works employee who will exercise leadership and initiative to assist the Public Works Supervisor in delegating work tasks to staff members. They will generally lead the field work of the crew so as to ensure the various routine tasks assigned by the Public Works Supervisor are carried out efficiently and effectively.

The description of undertakings expected of the Lead Hand, along with qualifications is contained in the most current revision of the Public Works Job Descriptions. As of the implementation of this Letter of Understanding, the Classification of Sub-Foreman becomes redundant and remains vacant and will not be employed. The Lead Hand shall receive a rate adjustment added to the normal classification rate.

The rate adjustment shall be implemented as of the date of signing of this Letter of Understanding as follows:

Effective January 1, 2015 ► \$1.00  
Effective January 1, 2024 ► \$1.25

The Employer shall assign the designation of Lead Hand in accordance with Article 9.01 of the Collective Agreement. In the event that the designated Lead Hand is away from work, another person from the Public Works employees' group will be assigned the Lead Hand designation in accordance with Article 9.01 of the Collective Agreement.

Either party may have the option to terminate this "Letter of Understanding" with a two (2) weeks' notice of its intention to do so.

This Letter of Understanding shall form an integral part of the Collective Agreement.

SIGNED ELECTRONICALLY, ON THIS 9<sup>th</sup> DAY OF November, 2023.

FOR THE CORPORATION OF  
THE TOWN OF MATTAWA



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RABelanger (Nov 13, 2023 12:05 EST)

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FOR CANADIAN UNION OF PUBLIC  
EMPLOYEES & ITS LOCAL 1465, CLC



Sheri Wable (Nov 10, 2023 20:04 EST)

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Fraser Bartlett (Nov 9, 2023 12:08 EST)

[Signature]  
Brandon Neault (Nov 9, 2023 11:55 EST)



**LETTER OF UNDERSTANDING – 4**

Between:

The Corporation of the Town of Mattawa

- and -

Canadian Union of Public Employees and  
Its Local 1465

RE: Clerk I and Caretaker I

Given the level of leadership exercised in the regular duties of both the Clerk I and Caretaker I, the Employer shall apply the following premium to the regular rate of pay of Clerk I and Caretaker I for all hours worked:

Effective January 1, 2016 ▶ \$0.80

Effective January 1, 2024 ▶ \$1.00

When an employee is detailed to relieve either the Clerk I or Caretaker I, they shall receive the appropriate rate of pay as well as this premium for all relief hours worked.

This Letter of Understanding shall form an integral part of the Collective Agreement.

SIGNED ELECTRONICALLY, ON THIS 9<sup>th</sup> DAY OF November, 2023.

FOR THE CORPORATION OF  
THE TOWN OF MATTAWA



  
RABelanger (Nov 13, 2023 12:05 EST)

  
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Brandon Neault (Nov 9, 2023 11:55 EST)



**LETTER OF UNDERSTANDING – 5**

Between:

The Corporation of the Town of Mattawa

- and -

Canadian Union of Public Employees and  
Its Local 1465

RE: Flexible Work Hours Opportunities

In consideration of the past practice of adjusting the normal working hours prescribed by Article 16.01(a) of the Collective Agreement to suit a summer hour schedule, this Letter of Understanding expands on this practice in a more formal manner.

That management may grant permission to a Public Works employee to work a certain number of hours outside the normal work day and take the same number of hours off at another time within the normal work day, subject to the following conditions:

- a) that both time periods (time off and extra work time) are within the same pay period.
- b) that the Public Works Supervisor has the discretion to approve the request.
- c) that the work undertaken by the employee outside the normal workday hours is comprised mainly of that person's normal work tasks.
- d) that overtime opportunities for other staff members will not be reduced by this practice, with recognition of minor events incidental to the work being undertaken.

This new element of flexible hours shall not be considered to be a violation of Article 3.03 of the Collective Agreement when requests are made to the Public Works Supervisor and subsequently approved.

**Summer Work Schedule**

The parties may agree through LMC for a modified work schedule at Public Works for summer hours.

Either party may have the option to terminate this "Letter of Understanding" with a two (2) weeks' notice of its intention to do so.

This Letter of Understanding shall form an integral part of the Collective Agreement.

SIGNED ELECTRONICALLY, ON THIS 9<sup>th</sup> DAY OF November, 2023.

FOR THE CORPORATION OF  
THE TOWN OF MATTAWA





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Brandon Neault (Nov 9, 2023 11:55 EST)





**LETTER OF UNDERSTANDING - 6**

Between:

The Corporation of the Town of Mattawa

- and -

Canadian Union of Public Employees and  
Its Local 1465

RE: Training

Effective March 10, 2014, any permanent Public Works employee who is required to take, or who expresses a desire to take Certification training for Water Distribution and Supply and/or Wastewater Collection and Treatment (approved by the Employer at its discretion), shall be eligible for the full payment of all approved expenses including lost time for the first opportunity to become certified for a given level. Should an employee be unsuccessful at their first attempt, they shall have the opportunity to continue to attempt to pass a certification at no cost to the Employer. Once the employee provides the Employer with their examination results, the Employer shall reimburse the employee with the cost of the examination.

Effective March 10, 2014, any permanent Public Works employee who is required to take, or who expresses a desire to take the OIT course and examination (approved by the Employer at its discretion), shall be eligible for the full payment of all approved expenses including lost time for the first opportunity to become certified. Should an employee be unsuccessful at their first attempt, they shall have the opportunity to continue to attempt to pass a certification at no cost to the Employer. Once the employee provides the Employer with their examination results, the Employer shall reimburse the employee with the cost of the examination.

Effective March 10, 2014, Parks and Recreation employees who express an interest in becoming certified as an OIT (approved by the Employer at its discretion, by seniority), shall be eligible for the payment of the cost of the examination. Furthermore, the Employer shall make an OIT Training and Preparation manual available to selected employees, in order to assist them in successfully obtaining their certification.

This Letter of Understanding shall form an integral part of the Collective Agreement.

SIGNED ELECTRONICALLY, ON THIS 9<sup>th</sup> DAY OF November, 2023.

FOR THE CORPORATION OF  
THE TOWN OF MATTAWA



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RABelanger (Nov 13, 2023 12:05 EST)



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**LETTER OF UNDERSTANDING - 7**

Between:

The Corporation of the Town of Mattawa

- and -

Canadian Union of Public Employees and  
Its Local 1465

RE: Qualifications

Should the Employer require new or additional qualifications for a position that currently exists in the Bargaining Unit, current incumbents shall be given eighteen (18) months in which to meet the newly required qualifications. It is understood that the Employer shall facilitate the acquisition of the new requirements through paid training opportunities and paid time to attend courses and examinations. It is understood that the eighteen (18) month period may be shortened, subject to a directive from the Ministry.

Employees who are not able to meet the job requirements within the time periods set out above shall be deemed not qualified to occupy their current position, therefore shall be eligible to exercise their seniority rights.

SIGNED ELECTRONICALLY, ON THIS 9<sup>th</sup> DAY OF November, 2023.

FOR THE CORPORATION OF  
THE TOWN OF MATTAWA





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**LETTER OF UNDERSTANDING – 8**

Between:

The Corporation of the Town of Mattawa

- and -

Canadian Union of Public Employees and  
Its Local 1465

Consistent with the principles that job opportunities should increase with service and of promotion from within the bargaining unit and that job opportunity should increase in proportion with length of service, the Employer agrees to provide staff members with opportunities for personal development and establish a working environment that will encourage them to develop their abilities.

SIGNED ELECTRONICALLY, ON THIS 9<sup>th</sup> DAY OF November, 2023.

FOR THE CORPORATION OF  
THE TOWN OF MATTAWA



  
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