

THE CORPORATION OF THE TOWNSHIP OF WESTMEATH

BY-LAW 94-05

A By-Law to enter into an agreement with Local 1202-01 of the Canadian Union of Public Employees regarding terms of employment and remuneration of some Township Employees.

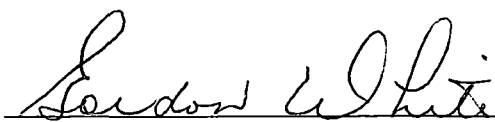
WHEREAS:

1. A Municipality has authority under the Municipal Act R.S.O. 1990, C M.45, Section 45, 47, 48, 49, 50 to pass by-laws regarding municipal employees.
2. The Council of the Corporation of the Township of Westmeath considers it expedient to enter into a 2 year agreement with certain of its employees.

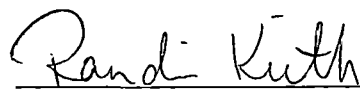
NOW THEREFORE the Council of the Corporation of the Township of Westmeath enacts as follows:-

1. The Reeve and Clerk be authorized to sign the Collective Agreement between the Corporation of the Township of Westmeath and the Canadian Union of Public Employees Local 1202-01 described as Schedule "A" attached to and forming part of this By-Law.

PASSED and ENACTED this 5th day of January 1994.



Reeve



Clerk

COLLECTIVE AGREEMENT

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF WESTMEATH

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1202-01

JANUARY 1, 1993 - DECEMBER 31, 1994

THIS AGREEMENT MADE AND ENTERED INTO

THIS 5th DAY OF January, 19 94

BETWEEN:

The Corporation of the Township of Westmeath
(hereinafter called the "Corporation")

OF THE FIRST PART;

AND:

The Canadian Union of Public Employees and Its Local 1202-01
(hereinafter called the "Union")

OF THE SECOND PART.

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ARTICLE 1 - COVERAGE AND PURPOSE OF AGREEMENT

- 1.01 The Employer recognizes the Canadian Union of Public Employees and its Local 1202-01 as the sole and exclusive Collective Bargaining Agent for all employees of the Public Works Department of the Corporation of the Township of Westmeath, save and except Road Superintendent, persons above the rank of Road Superintendent, office, clerical and technical staff.
- 1.02 The purpose of this Agreement is to maintain a harmonious relationship between the Council and its employees and to provide an amicable method of settling any difference or grievance which might possibly occur.

ARTICLE 2 - EMPLOYER AND EMPLOYEE RESPONSIBILITIES AND MANAGEMENT RIGHTS

- 2.01 It is recognized that the Council provides services for the safety, health, comfort and general welfare of the Citizens. Therefore, the employees must be prepared at all hours of the day or night to assist in providing the many services.
- 2.02 The Union recognizes that the Employer has all the regular and customary rights of Management except insofar as such rights are modified or limited by this Collective Agreement. The questions as to whether one of these rights is modified or limited by this Agreement may be decided through the Grievance and Arbitration Procedure. Without limiting the generality of the foregoing, the regular and customary rights of Management shall include the right:
- (a) to hire, discharge, direct, transfer, classify, promote, demote, suspend, discipline, lay off, recall and to increase or decrease the working force.
 - (b) to maintain order, discipline and efficiency and to establish, revise and enforce rules and regulations to be observed by the employees.
- 2.03 It is agreed by both parties that each party shall be responsible for all costs involved by their own nominee to the Arbitration Board and that they shall share equally, all costs and fees charged by the Chairman of the Board.

3.01 A grievance shall be defined as the difference between the parties arising out of the interpretation, application or administration of this Agreement.

3.02 Complaints and grievances shall be dealt with in the following manner and sequence:

3.02 **Step 1**

The employee, accompanied by a member of the Grievance Committee, shall take the matter up verbally with the Roads Superintendent within fifteen (15) working days after the circumstances giving rise to the complaint first occurred. Failing settlement within three (3) working days, then,

Step 2

The employee, accompanied by the Steward, and an Officer of the Union, shall take the matter up with the Clerk-Treasurer. At this step and all subsequent steps, the Grievance and Decision must be in writing. The decision of the Clerk-Treasurer shall be given within three (3) working days.

Step 3

Failing satisfactory settlement at Step #2, the employee, accompanied by the Grievance Committee, may take the matter up with Council within fifteen (15) working days of the response in Step #2. An Officer or Representative of the Union may be present. Council shall render a decision within 10 days of the meeting.

Step 4

Failing settlement at Step #3, the matter may be referred to Arbitration within fifteen (15) working days after the final decision is given at Step #3.

3.03 **Policy Grievance**

Where a dispute involving a question of general application of interpretation occurs, or where a group of employees of the Union has a grievance, Steps 1 and 2 of the Grievance Procedure may be by-passed by mutual agreement of both Parties.

3.04 Amending of Time Limits

The time limits fixed in both the Grievance and Arbitration Procedure may be extended within reason by consent of both Parties (with reason to mean plus or minus a maximum time of five (5) to ten (10) days in Steps 1 and 4 of the Grievance Procedure).

3.05 It is agreed by both parties to submit any such difference to Arbitration, as defined in Section 45 or 46 of the Ontario Labour Relations Act.

ARTICLE 4 - UNION RECOGNITION AND DEDUCTION OF UNION DUES

4.01 All employees of the Employer, as a condition of continued employment, shall become and remain members in good standing of the Union according to the Constitution and By-Laws of the Union. All future employees shall, as a condition of continued employment, become and remain members in good standing in the Union within thirty (30) days of employment. Such money deducted as monthly dues shall be deducted from the last pay of each month, and remitted monthly to the Secretary-Treasurer of the Union.

ARTICLE 5 - STATUS OF EMPLOYEES

5.01 Employees who have been employed for a period of six (6) consecutive months or more in a position within the full-time complement are deemed to be permanent employees.

5.02 (a) Temporary or seasonal employees are those with less than six (6) consecutive months service, and who are likely to be laid off before they complete six (6) consecutive months service.

A part-time employee shall be defined as one who regularly works less than twenty-seven (27) hours per week.

(b) Temporary, seasonal or part-time employees are entitled to all conditions set forth herein except:

- Article 8 - Sick Leave Provisions
- Vacation Provisions of Article 9
- Article 10 - Inclement Weather
- Clause 11.02 of Article 11 - Safety Boots
- Clause 14.01 of Article 14 - Hours of Work
- Article 17 - Employee Benefit Plans

- (c) No casual employee shall operate equipment if a regular employee possessing the qualifications, is available.

ARTICLE 6 - SENIORITY AND JOB POSTING

6.01 **Posting and Filling of Positions**

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

6.02 **Both Parties Recognize**

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

Therefore, in making staff changes, transfers or promotions, appointment should be made of the applicant with the required qualifications and having the greatest seniority. Appointments from within the bargaining unit shall be made within twenty (20) days of posting.

6.03 An employee shall lose all seniority, should he voluntarily quit the employment of the Corporation, or should he be dismissed for just cause, which is not reversed by the Grievance Procedure or should he fail to respond to recall.

6.04 Recall shall be by registered mail to the address last filed with the Corporation by the Employee.

6.05 If within seven (7) days after the date of notice or recall, an employee shall fail to notify the Corporation of his intentions to return to work or within five (5) days after he has stated his intention to return to work, his employment and seniority shall terminate at once without notice or other act on the part of the Corporation.

6.06 An employee who has been separated from employment by lay-off shall be listed according to seniority for a period of time equal to his seniority at the date of the lay-off, but not to exceed one (1) year after the date on which he was laid off. If not recalled to work during the said period his name shall then be removed from the list and the Union shall be so notified.

6.07 Seniority is defined as the length of service with the Employer and shall operate on a bargaining-unit-wide basis. 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. An initial list, mutually agreed to by the Parties, shall be attached and form part of the agreement. Part-time seniority shall accumulate on the basis of one (1) year's seniority for each 2080 hours worked.

6.08 **Probation of Newly Hired Employees**

Newly hired employees shall be on a probationary basis for a period of ninety (90) working days 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

6.08 terminated at any time during the probationary period, for just cause, without recourse to the Grievance Procedure.

6.09 Seniority shall accrue to an employee who is actually at work for the Employer or on paid leave. Except as otherwise provided, seniority shall not accrue to an employee who is on unpaid leave in excess of thirty (30) days. After any continuous period of 12 months in which an employee does not accrue seniority, all seniority rights shall be lost and the employee shall be deemed terminated.

ARTICLE 7 - LEAVE OF ABSENCE

7.01 Leave of absence will be granted to all employees for the purpose of voting, in accordance with the Dominion and Provincial Election Acts.

7.02 Leave of absence without pay or loss of seniority shall be granted to an employee to attend functions of the Union. Not more than one (1) employee shall be allowed leave at one time. A maximum of fifteen (15) days leave per annum shall be granted.

7.03 The Employer shall pay an employee who is required to serve as Juror the difference between his normal earnings and the payment he receives for Jury service. The employee will present proof of service and the amount of pay received.

ARTICLE 8 - SICK LEAVE PROVISIONS

8.01 **Sick Leave Defined**

Sick leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick or disabled, exposed to a contagious disease, or because of an accident for which compensation is not payable under the Workers' Compensation Act.

8.02 **Amount of Sick Leave**

Sick leave shall be earned by employees on the basis of one and one-half (1 1/2) days for every month of service. An employee shall be entitled to an accrual of all the unused portion of sick leave for his future benefits.

8.03 **Deductions From Sick Leave**

A deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays) absent for sick leave as defined in 9.02.

8.04 **Proof of Illness**

An employee may be required to produce a certificate from a qualified medical practitioner for any illness in excess of three (3) working days, certifying that such employee is unable to carry out his duties due to illness.

8.05 **Sick Leave During Leave of Absence**

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, etc., he shall not receive sick leave credit for the period of such absence, but shall retain his cumulative credit, if any, existing at the time of such leave or lay-off.

8.06 **Extension of Sick Leave**

Where an employee has been employed for more than one (1) year, Council may allow his sick leave absence for not more than sixty (60) days at any one time in excess of his accumulated sick leave credit as recorded in the register, provided that such excess allowance shall be chargeable to and deducted in the register against future sick leave credits to which the employee may become entitled.

8.07 **Supplementation of Workers' Compensation**

When an employee is absent due to a work related accident and qualifies for Workers' Compensation benefits, he shall receive from the Employer the difference between the Workers' Compensation Board maximum and his normal gross salary. However, the Employer's contribution to supplement the difference between the Workers' Compensation Board maximum and the normal gross salary shall cease in the event of a disability award. While in receipt of the Workers' Compensation Board benefit under this clause, the employee may elect to continue his normal gross pay and benefits, provided that he assign all Workers' Compensation Board advances during the period of benefits, to the Employer.

8.08 **Severance Allowance**

On severance after five (5) years of service, an employee having sick leave to his credit shall receive a salary grant in lieu thereof, equal to fifty percent (50%) of the value of the credits or fraction thereof, but the amount shall not exceed six (6) months' pay at the rate of pay effective immediately prior to severance or termination.

8.09 **Sick Leave Records**

A record of all unused sick leave will be kept by the Employer. Immediately after the close of each calendar year, each employee may review the records of the Employer and verify that his accumulated sick leave is correct.

Vacation shall not accrue after any continuous unpaid leave which exceeds thirty consecutive days.

9.01 Effective January 1st, 1986 all permanent employees who have completed the following years of service on July 1st of any year will be allowed the following paid vacation:

With more than one (1) year's service - Ten (10) working days

With more than three (3) years' service - Fifteen (15) working days

With more than ten (10) years' service - Twenty (20) working days

With more than twenty (20) years' service - Twenty-five (25) working days

9.02 The following Statutory Holidays are recognized as time off with pay for all permanent employees:

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

and any other day proclaimed as a holiday by the Federal, Provincial or Municipal Government, providing the employee reports to work the day previous and the day after the holiday in question, except if on vacation or sick leave.

9.03 The vacation period shall be the months of July and August. Vacations may be taken other than in the vacation period when mutually agreed.

9.04 **Pay for Regularly Scheduled Work on a Holiday**

An employee who is not scheduled to work on the above holidays shall receive holiday pay equal to one day's pay. An employee who is scheduled to work shall:

- (a) be paid at the rate of one and one-half (1 1/2) times plus another day off with pay, in lieu of holiday pay, at a time mutually agreed between the two (2) parties, or
- (b) be paid at the rate of one and one-half (1 1/2) times his regular rate of pay in addition to the holiday pay.

9.05 Compensation for Holidays on Saturday or Sunday

When any of the above noted holidays fall on a Saturday or Sunday and is not declared or proclaimed as being observed on some other day, the following Monday shall be deemed to be the holiday for the purpose of this Agreement.

9.06 An employee shall not be entitled to any observed holiday which occurs after an employee has been on unpaid leave for a period of thirty consecutive days.

ARTICLE 10 - INCLEMENT WEATHER

10.01 When available, inside work shall be provided for all permanent employees if, in the opinion of the Works Engineer or Superintendent, it is not reasonable to work outside during wet, stormy and extremely cold weather.

10.02 In inclement weather, when outside work is not available, a permanent employee reporting for work on time will be paid two (2) hours, and one (1) hour for each additional hour or fraction thereof that he is ordered to remain at the place of work by the Superintendent.

ARTICLE 11 - TOOLS, EQUIPMENT AND WORK CLOTHING

11.01 Council will provide all tools and equipment necessary to carry out work of the Corporation, including rubber coats, safety rubber boots and rubberized work gloves for those engaged in work where such clothing is necessary and such clothing must not be used for other than outside purposes and at the discretion of the Engineer, and equipment is to be kept in good repair.

11.02 The Council will contribute the sum of up to \$75.00 (based on actual cost supported by receipt) for or toward the cost of purchasing safety boots. Such payment applies to full-time employees, once per year.

11.03 Council agrees to supply two (2) work coveralls to be used by employees when working under machinery or handling chemicals.

ARTICLE 12 - FIRST AID KITS

12.01 First Aid Kits shall be supplied by the Employer to each mobile unit of employees and in other appropriate locations of the Employer.

12.02 Proper Accommodations

- (a) Neat and clean accommodation as pursuant to the Ontario Industrial Safety Act, 1971, shall be provided for employees to have their meals and change their clothes.
- (b) Appropriate storage space shall be provided for employees to store their clothing or belongings during working hours.

ARTICLE 13 - COMPASSIONATE LEAVE

13.01 An employee shall be granted up to three (3) days off without loss of pay when death occurs in his immediate family. Immediate family to mean father, mother, sister, brother, wife, son, daughter, father-in-law, mother-in-law, brother-in-law, sister-in-law, grand- parents, or other relative living with him. An employee shall be granted one (1) day off without loss of pay to attend the funeral of an aunt or uncle. Where the burial occurs outside the area, such leave shall also include reasonable travelling time, not to exceed seven (7) days.

ARTICLE 14 - HOURS OF WORK

- 14.01 The regular work week shall be five (5) days, forty (40) hours per week, consisting of eight (8) hour days from Monday to Thursday and eight (8) hours on Friday.
- 14.02 All hours in excess of forty (40) hours per week shall be paid at the rate of time and one-half (1 1/2). The normal work day shall be worked between the hours of 7:00 a.m. and 3:30 p.m.
- 14.03 Employees required to work on Sundays shall be paid double time.
- 14.04 Employees called out after regular working hours shall receive time and one-half (1 1/2) for hours worked with a minimum of three (3) hours.

ARTICLE 15 - SHIFT WORK

15.01 Subject to the required qualifications of each classification, preference in hours of work shall be on a seniority basis, with the most senior employee being given preference. Whenever sufficient number of employees cannot be scheduled as operations warrant, the most junior employee will be appointed to the shift work.

- 15.02 Employees shall not be required to lay-off during regular hours to equalize any overtime worked.
- 15.03 Employees assigned to shift work outside the regular hours of work shall be given three (3) working days notice prior to commencement of the shift work, if at all possible.
- 15.04 Employees assigned to shift work shall be paid a shift premium of thirty cents (\$.30) per hour for all hours worked during each shift.

ARTICLE 16 - WAGE RATES AND CLASSIFICATIONS

16.01 Wage Rates

The following wage rates shall apply:

	Temporary	Seasonal	
	Part Time		
	<u>Probationary</u>	<u>Full Time</u>	<u>*Mechanic</u>
 <u>January 1, 1993</u>			
Grader Operator	13.06	14.06	14.26
Truck Driver/Machine Operator	12.92	13.92	14.12
Labourer	11.39	12.39	12.59
 <u>January 1, 1994</u>			
Grader Operator	13.26	14.26	14.46
Truck Driver/Machine Operator	13.12	14.12	14.32
Labourer	11.59	12.59	12.79

* An Employee who holds a valid and current class "A" Mechanic License and who has been designated to use the qualification shall be paid the premium rate.

- 16.02 The Employer shall pay wages on a bi-weekly basis, in accordance with Article 16.01.

17.01 The Corporation shall pay seventy-five percent (75%) of the premiums for the following plans:

1. Ontario Health Insurance Plan (O.H.I.P.)
2. Blue Cross Extended Health Care Plan or Equivalent (including semi-private hospital room coverage)
3. Group Life Insurance with \$35,000 basic coverage plus a \$35,000 Accidental Death and Dismemberment feature.

ARTICLE 18 - TERM OF AGREEMENT

18.01 **Duration**

This Agreement shall be binding and remain in effect from January 1, 1993 to December 31, 1994 and shall continue from year to year thereafter unless either party gives to the other party notice in writing within ninety (90) days prior to December 31, 1994, that it desires termination or amendments.

18.02 Any changes deemed necessary in this Agreement may be made by mutual agreement in writing at any time during the existence of this Agreement.

18.03 Either party desiring to propose changes or amendments to this Agreement shall, within ninety (90) days prior to the termination date, give notice in writing to the other party. Within ten (10) working days of the receipt of such notice, a date shall be established for the exchange of proposals and except as otherwise agreed, negotiations shall commence within thirty (30) days of such notice.

18.04 All employees who have passed their sixty-fifth (65) birthday are exempt from the life and health benefits contained in this Collective Working Agreement.

DATED AT WESTMEATH TOWNSHIP, ONTARIO

THIS 5th DAY OF January, 19 94

SIGNED ON BEHALF OF THE CORPORATION OF THE
TOWNSHIP OF WESTMEATH

London White Reeve

Randi Keith, Clerk

SIGNED ON BEHALF OF THE CANADIAN UNION OF
PUBLIC EMPLOYEES AND ITS LOCAL 1202

Edgar Wright

Bruce J Smith

[Signature]

LETTER OF UNDERSTANDING

BETWEEN

The Corporation of the Township of Westmeath

AND

The Canadian Union of Public Employees, Local 1202-01

It is agreed by the parties that a student or a grant employee may be hired for a period not to exceed twenty-six (26) weeks at a rate of pay not less than 60% of the full time labourer rate.

Dated at Westmeath, Ontario this 5th day of January, 1994.

For the Employer

Gordon A. White Reeve

Randi Keith Clerk

For the Union

Edgar Wright

Bruce Smith
