

**CORPORATION OF THE TOWNSHIP OF WHITEWATER REGION**

**BYLAW 11 - 05 - 490**

---

**A BY-LAW CONCERNING THE COLLECTIVE AGREEMENT WITH  
THE CANADIAN UNION OF PUBLIC EMPLOYEES (C.U.P.E.)  
LOCAL 4353, PUBLIC WORKS, WHITEWATER REGION**

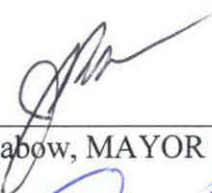
---


WHEREAS the Corporation of the Township of Whitewater Region deems it advisable to ratify by by-law the Collective Agreement with the Canadian Union of Public Employees (C.U.P.E.) Local 4353, Public Works, Whitewater Region, Cobden, Ontario;

THEREFORE the Council of the Corporation of the Township of Whitewater Region enacts as follows:

1. All provisions as outlined in Schedule "A" attached, and forming the Collective Agreement between the Corporation of the Township of Whitewater Region and C.U.P.E. Local 4353, Public Works, Whitewater Region, shall form the basis of wage rates and working conditions for the period of January 1, 2011 through to and including December 31, 2014.
2. All amendments shall be presented to Council in the form of a replacement by-law.
3. The C.A.O. shall be responsible for the administration of this by-law and will be accountable to the Council for its enforcement.
4. This by-law shall not be interpreted to contradict or violate any statute or regulation of the Province of Ontario.
5. This by-law shall come into force and be effective on January 1, 2011.

READ a first, second and third time passed this 18<sup>th</sup> day of May, 2011.

  
\_\_\_\_\_  
Jim Labow, MAYOR

  
\_\_\_\_\_  
Dean Sauriol, CAO

**COLLECTIVE AGREEMENT**

**between**

**THE CORPORATION OF THE TOWNSHIP  
OF WHITEWATER REGION**

**and**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
and its LOCAL 4353**



**January 1, 2011 to December 31, 2014**

INDEX

<u>ARTICLE</u>		<u>PAGE #</u>
1	- COVERAGE AND PURPOSE OF AGREEMENT	1
2	- EMPLOYMENT AND EMPLOYEE RESPONSIBILITIES AND MANAGEMENT RIGHTS	1
3	- GRIEVANCE AND ARBITRATION PROCEDURE	2
4	- UNION RECOGNITION AND DEDUCTION OF UNION DUES	4
5	- STATUS OF EMPLOYEES	5
6	- SENIORITY AND JOB POSTING	5
7	- LEAVE OF ABSENCE	7
8	- SICK LEAVE PROVISIONS	7
9	- ANNUAL VACATION AND STATUTORY HOLIDAYS	9
10	- INCLEMENT WEATHER	12
11	- TOOLS, EQUIPMENT AND WORK CLOTHING	12
12	- FIRST AID KITS	13
13	- COMPASSIONATE LEAVE	13
14	- HOURS OF WORK	14
15	- SHIFT WORK	15
16	- WAGE RATES & CLASSIFICATIONS	16
17	- SENIORITY/PROMOTIONS AND STAFF CHANGES	16
18	- LAYOFFS AND RECALLS	17
19	- EMPLOYEE BENEFIT PLANS	18
20	- GENERAL	18
21	- SENIORITY AND BENEFIT WHILE ON WSIB	19
22	- TERM OF AGREEMENT	20
	SCHEDULE 'A' - WAGE RATES	21

## **ARTICLE 1 - COVERAGE AND PURPOSE OF AGREEMENT**

- 1.01** The Employer recognizes the Canadian Union of Public Employees and its Local 4353 as the sole and exclusive Collective Bargaining Agent for all employees of the Public Works Department of the Corporation of the Township of Whitewater Region, save and except Water/Sewer Department, Public Works Manager, persons above the rank of Public Works Manager, 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 - EMPLOYMENT 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 these 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, layoff, 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.
- 2.04** **Parties Shall Not Discriminate**
- The parties agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, up-grading, promotion, transfer, layoff, recall, discipline, classification, discharge or otherwise by reason of age, race, creed, colour, national origin, religion, political affiliation or handicap, nor by reason of his/her membership or activity in the Union.
- The parties agree to abide by the Ontario Human Rights Code and its regulations.
- 2.05** **Representation**

The Employer shall not bargain with or enter into any agreement with an employee or group of employees in the bargaining unit, without proper authorization of the Union. In representing an employee or group of employees, an elected or appointed representation of the Union shall be spokesperson.

**2.06 Function of Bargaining Committee**

All matters described in the Collective Agreement dealing with wages, benefits and other appropriate matters, may be the subject of negotiations between the parties at the appropriate time for negotiations for renewal of the Collective Agreement.

**2.07 Meeting of Bargaining Committee**

In the event that either party wishes to call a bargaining meeting, the meeting shall be held at a time and place fixed by mutual agreement. However, such meeting must be held not later than thirty (30) calendar days after the request has been given unless the parties mutually agree to a later date.

**2.08 Bargaining Relations Technical Information**

For the purpose of bargaining and/or upon ten (10) days' request by the Union, the Employer will provide the following information:

- (i) job descriptions
- (ii) number of positions in bargaining unit
- (iii) insurance policies

**2.09 Negotiations**

Time spent in Union negotiations and scheduled face to face meetings, up to but not including arbitration, would be without loss of seniority, pay, and benefits.

**ARTICLE 3 - GRIEVANCE AND ARBITRATION PROCEDURE**

**3.01** A grievance shall be defined as the difference between the parties arising out of the interpretation, application or administration of this Agreement. Replies in writing stating reasons shall be provided at all stages.

**3.02** Complaints and grievances shall be dealt with in the following manner and sequence. Prior to formally initiating a written grievance, it is understood that the employee must first have brought the issue/complaint to his/her immediate supervisor. Failing satisfactory resolve, the formal process shall then commence at Step 1.

**Step 1**

The employee, accompanied by a member of the Grievance Committee, shall take the matter up verbally with the Public Works Manager 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 Chief Administrative Officer/Clerk or designate. At this step and all subsequent steps, the Grievance and Decision must be in writing. The decision of the Chief Administrative Officer/Clerk or designate shall be given within five (5) working days.

### **Step 3**

Failing settlement at Step #2, either party may refer the grievance to arbitration within fifteen (15) working days after the final decision is given at Step #2.

### **3.03 Policy Grievance**

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

### **3.04 Amending of Time Limits**

The time limits fixed on 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 of the Grievance Procedure).

### **Grievance and Layoff and Recalls**

Grievance concerning layoffs and recalls shall be initiated at Step 3 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 as amended from time to time.

## **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. Such money deducted as monthly dues shall be deducted from each pay, and remitted monthly to the National Secretary-Treasurer of the Union at 1375 St. Laurent Blvd., Ottawa, ON K1G 0Z7, not later than the fifteenth (15<sup>th</sup>) day of the month following, together with the names of the employees, with additions and/or deletions during the period. The Income Tax (T-4) shall include the amount of Union dues paid by each employee in the preceding calendar year.

The Employer recognizes the Union as the sole bargaining agent for all employees of the Corporation of the Township of Whitewater Region, covered by this Agreement.

**4.02**

**Correspondence**

All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Chief Administrative Officer/Clerk and the Secretary of the Union and/or designate and the National Servicing Representative.

**4.03**

There shall be a joint Labour/Management Committee consisting of not more than two (2) members of the Union and not more than two (2) management representatives. The Committee shall meet at least quarterly at a mutually agreeable time and place. Notice of agenda shall be given at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay, benefits and/or privileges for time spent with this committee or any other committee. An Employer and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings. Minutes of each meeting of the committee shall be prepared by the Employer and signed by the joint chairpersons as promptly as possible after the close of the meeting. The Union. The CUPE Representative and the Employer shall each receive a copy of the signed minutes.

The committee does not have the authority 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 authority to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

**4.04**

**Representatives of Canadian Union**

The Union shall have the right to have the assistance of representatives of the Canadian Union of Public Employees and any other advisors involving business of the bargaining unit and/or negotiating with the Employer.

Such representative(s)/advisor(s) shall have access to the Employer's premises in order to investigate and assist in the settlement of a grievance.

## 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.

Casual employees are those who work on an as-needed basis and may not be pre-scheduled to work.

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

Article 8 - Sick Leave Provisions  
Article 9 - Vacation Provisions  
Article 10 - Inclement Weather  
Article 11 - 11.02 - Safety Boots  
Article 14 - 14.01 - Hours of Work  
Article 19 - Employee Benefits Plan

**(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.

### **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 fifteen (15) 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 separate from employment by layoff shall be listed according to seniority for a period of time equal to his seniority at the date of the layoff, but not to exceed twenty-four (24) months 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 terminated at any time during the probationary period, for just cause, without recourse to the Grievance Procedure. 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 or as prescribed in legislation.
- 6.09** Where a new job is established, or where existing job duties are changed such that an employee is incorrectly classified, the appropriate classification, wage rates, and progressions shall be negotiated and the applicable conditions of this Agreement shall apply. If no agreement is reached, the matter may be submitted to arbitration. In this case the grievance steps shall be omitted. If a wage increase

and/or other rights, privileges and benefits result, the same shall be retroactive to the date that the job was changed, or the new job created.

## **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 may be granted, subject to operational requirements, to an employee to attend functions of the Union. Such requests will not be unreasonably denied. A maximum of fifteen (15) days leave per annum shall be granted. An Employee shall receive the pay and benefits provided for in this Agreement while on unpaid leave of absence for Union functions. However, the Union shall reimburse the Employer for all actual cost during the period of absence. Management will provide invoices on a monthly basis and the Union will pay the invoices within thirty (30) days of the date of the invoice.
- 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.
- 7.04** The Employer may grant a leave of absence without pay to any Employee requesting such leave. The Employee must provide at least thirty (30) days written notice, wherever possible, to the Employer advising of the leave start and end date together with the reason for such leave.

## **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 (1½) 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 8.01.

**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. If the Employer requests such certificate(s) then the Employer shall pay the cost of such.

**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 layoff.

**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 eighteen (18) 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 assigns all Workers' Compensation Board advances during the period of benefits, to the Employer.

**8.08 Sick Leave Payout**

Effective for all full-time employees, an employee having accrued sick leave to his/her credit shall, on severance or retirement, receive a salary grant in lieu thereof equal to fifty percent (50%) of such credit at the rate of pay effective immediately prior to severance, to a maximum of six (6) months pay. In the event of death, such salary grant shall be paid to the Estate or designated Beneficiary.

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 (30) consecutive days unless dictated either through this Collective Agreement or legislation.

**ARTICLE 9 - ANNUAL VACATION AND STATUTORY HOLIDAYS**

9.01

- (a) All permanent employees who have completed the following years of service on January 1<sup>st</sup> of any year will be allowed the following paid vacation:
  - (i) During the first year of Employment, full-time Employees will be credited with vacation leave at the rate of .83 days for each calendar month worked up to December 31<sup>st</sup>.
  - (ii) Beginning January 1<sup>st</sup> of the vacation year during which the Employee will complete one (1) full year of employment, he/she will be credited with (10) working days of vacation leave.
  - (iii) Beginning January 1<sup>st</sup> of the vacation year during which the Employee will complete three (3) years of employment, he/she will be credited with fifteen (15) working days of vacation leave.
  - (iv) Beginning January 1<sup>st</sup> of the vacation year during which the Employee will complete ten (10) years of employment, he/she will be credited with twenty (20) working days of vacation leave.
  - (v) Beginning January 1<sup>st</sup> of the vacation year during which the Employee will complete twenty (20) years of employment, he/she will be credited with twenty-five (25) working days of vacation leave.

Vacation shall not accrue after any continuous unpaid leave which exceeds thirty (30) consecutive days unless dictated either through this Collective Agreement or legislation(s).

- (b) Vacation requests will be submitted to the Administrative Office by March 31<sup>st</sup>. The Employer shall post a list of approved requests by April 30<sup>th</sup>. All vacation requests received after March 31<sup>st</sup> will be reviewed for approval based on date of receipt of request.
- (c) An Employee may elect to carry over not more than ten (10) days of their earned vacation to the ensuing year.

9.02

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

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

In addition to the holidays listed above, each employee shall be allowed one (1) additional holiday to be known as a Floating Holiday. The date and time for taking the Floating Holiday shall be mutually agreed upon by the Employer and employee. A Floating Holiday cannot be carried from one calendar year to the next.

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 (1½) 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 (1½) 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 holiday 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.

9.07

An employee shall be entitled to carry over up to two (2) weeks' vacation to the

following year. The amount to be at the employee's request.

**9.08 Compensation for Holidays Falling Within Vacation Schedule**

If a paid holiday falls or is observed during an employee's vacation period, or any other leave for which the employee receives payment, he/she shall be allowed an additional vacation day with pay at a time designated by the employee.

**9.09 Vacation Pay on Termination**

An employee who leaves full-time employment with earned vacation to his/her credit shall be paid the unused portion of his/her vacation credits. An employee who has used vacation leave credits not yet earned will be required to reimburse the Employer for the unearned portion of vacation leave.

**9.10 Unbroken Vacation Period**

An employee shall receive an unbroken period of vacation for two (2) weeks unless mutually agreed upon between the employee and the Employer.

**9.11 Approved Leave of Absence During Vacation**

Where the employee qualifies for sick leave, bereavement, or any other approved leave during his/her 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.

**9.12 Vacation Schedule**

Employees shall assist with the preparation of vacation schedules by advising their supervisor of preferable dates for annual vacations prior to April 1<sup>st</sup> of each year.

**9.13 Notification to Employees**

The Employer shall notify all employees of the amount of their holidays, vacation and time in lieu of overtime on June 1<sup>st</sup> and September 1<sup>st</sup> of each year.

**ARTICLE 10 - INCLEMENT WEATHER**

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

**10.02** In inclement weather, when outside/inside 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 **Public Works Manager**.

## 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 Public Works Manager, and equipment is to be kept in good repair.

**11.02** The employer will contribute the sum of one hundred and seventy-five dollars (\$175) effective December 2011 and two hundred dollars (\$200) effective December 2013 for or toward the cost of purchasing safety boots for all employees who have completed their probationary period. 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.

In addition, the Corporation will purchase and supply;

(a) Regular full-time Employees in the Public Works Department will have the following clothing provided by the Employer and laundered by the Employee:

- One (1) bib overall (summer weight)
- One (1) jacket (winter weight)
- Two (2) t-shirts

(b) Replacement Guidelines (regular employees in the Works Department)

<b>Description</b>	<b>Replacement Guideline</b>
Safety Jacket (winter)	After two (2) years if required
Bibbed Safety Overalls (summer)	After two (2) years if required
Safety T-shirts	Two (2) per year

(c) All Employees to whom clothing is issued are required to wear this clothing when performing municipal work. Employees reporting to work not wearing this clothing issued shall be required to return home and report back wearing the clothing issued and shall not be paid for the time required to change. Township issued clothing and/or uniforms in whole or in part shall not be worn while off duty except when reporting to, or returning from work.

(d) Clothing provided by the Employer may include an identification determined by the Employer. Where applicable, the Employee shall be responsible for laundering and maintaining the clothing in good repair, appearance and cleanliness. All clothing shall remain the property of the Corporation and shall be returned upon demand. Wearing apparel which is abnormally worn prior to the replacement guideline shall only be replaced at the discretion of the Supervisor and the Corporation. The issuer shall be provided with the worn out items prior to replacement.

The Employer shall determine colour, specifications and suppliers.

**11.04 Mileage**

All employees who use their personal vehicles to perform pre-approved Township business are entitled to mileage allowance consistent with the Township Employment Bylaw.

**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 and belongings during working hours.

**ARTICLE 13 - COMPASSIONATE LEAVE**

**13.01** An employee shall be granted up to five (5) days off without loss of pay when death occurs in his/her immediate family. Immediate family to mean spouse, same sex partner, common-law relationship and children. An employee shall be granted up to three (3) days off without loss of pay for the death of a father, mother, sister, brother, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparents, grandchildren or other relatives living with him/her. An employee shall be granted one (1) day without loss of pay to attend the funeral of an aunt or uncle. One (1) day leave is granted without loss of pay to attend a funeral as a pallbearer.

**13.02 Maternity/Adoption/Parental Leave**

Leave of absence shall be granted in accordance with the Employment Standards Act of Ontario.

**13.03 Seniority Status During Maternity/Adoption/Parental Leave**

While on maternity, adoption/parental leave, an employee shall accumulate seniority and shall be entitled to full benefits, rights and privileges under this Collective Agreement.



## 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 Friday.
- 14.02** All hours in excess of forty (40) hours per week shall be paid at the rate of time and one-half (1½). 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 (1½) for hours worked with a minimum of three (3) hours.

**14.05 Overtime Defined**

- (a) (i) Overtime work shall be on a voluntary basis and will be offered on the basis of seniority.
- (ii) It is agreed by the Parties that the following practice regarding overtime call outs shall take place between November 1<sup>st</sup> through April 30<sup>th</sup> of each year;

All overtime call outs will be according to assigned patrol yard based on the current seniority list as per Article 6.07 of the Collective Agreement. This agreement will not be subject to the grievance process.

- (iii) The Parties agree to the following;

When a project begins during regular hours the Employee may request to remain up to three (3) hours at the applicable overtime rate of pay.

It is understood such employees may refuse if they wish to do so.

Any additional overtime after three (3) hours will be as defined in Article 14.05 of the Collective Agreement.

It is understood Certified Water Workers if working on Water Distribution or Waste Water Collection will be exempt from this agreement.

- (b) Time worked beyond eight (8) hours in a day or on a scheduled day off, shall be considered overtime and paid at time and one-half (1½) the regular rate of pay.
- (c) Instead of cash payment for overtime, an employee may choose to receive time off equal to the appropriate overtime rate and at a time mutually agreeable to the supervisor and the employee. An employee cannot at any time accumulate more than fifty-three and a half (53.5) hours x 1.5 regular time, (equal to 80 hours time in lieu). Any overtime worked beyond such fifty-three and a half (53.5) x 1.5

hours shall be paid. The employee shall confirm with the Employer if/she wants to bank or receive payment on his/her overtime.

- (d) For seasonal/term/casual employees (a) and (b) apply.
- (e) For students, (a), (b), and (c) applies after 44 hours per week.

**14.06 Premium Pay Certified Water Worker**

The Parties agree to pay a premium of two dollars (\$2.00) per hour for a minimum of three (3) hours when a Certified Worker is performing the following: when the employee is conducting water type functions, and when the employee is conducting/attending their mandatory training.

**14.07 Meal Allowance**

An employee required to work more than eleven (11) consecutive hours will receive a fifteen dollar (\$15.00) meal allowance.

**Management Identified Emergency** – where public works employees are called in for a Saturday or Sunday emergency and they work in excess of five (5) continuous hours, if the Employer does not provides a meal, a meal allowance will be provided to each employee. This clause will not apply to snowplowing/snow removal.

**ARTICLE 15 - SHIFT WORK**

- 15.01** In the event of shift work, employees shall be scheduled in a fair and equitable manner.
- 15.02** Employees shall not be required to take layoff during regular scheduled hours to equalize any overtime worked, without mutual consent.
- 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.  
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**

**WAGE RATES – see Schedule ‘A’**

- 16.01** The Employer shall pay wages on a bi-weekly basis, in accordance with Schedule ‘A’
- 16.02** **Pay on Temporary Transfer, Higher Rated Job**

When an employee is assigned to relieve in or perform the principle duties of a position for a worker with a higher pay level, the employee shall receive the rate of pay of the new job for all hours worked.

The employee shall be deemed to be covered by this Collective Agreement during the period of temporary transfer outside the bargaining unit.

**16.03 Pay on Transfer, Lower Rated Job**

When an employee is temporarily assigned to a position paying a lower rate, his/her rate shall not be reduced.

**ARTICLE 17 - SENIORITY/PROMOTIONS AND STAFF CHANGES**

**17.01**

1. Seniority shall accumulate under the following circumstances:
  - (a) When the employee is on the active payroll of the Employer.
  - (b) When the employee is off the payroll due to an accident and when the employee is receiving compensation under the Workers' Safety and Insurance Act, and when the employee has not accepted employment with another Employer.
  - (c) When the employee is on any leave of absence authorized by the Employer and/or a member of CUPE National and/or Provincial for a 2 years period, or under provisions of legislation.
2. An employee shall lose seniority and his employment when the employee:
  - (a) Voluntarily resigns in writing;
  - (b) Is absent from work without authorization for a period in excess of three (3) working days, unless he provides, in writing, a reason acceptable to the Employer;
  - (c) Is off the payroll for a continuous period for more than twenty-four (24) months as a result of layoff (as per 6.06);
  - (d) Fails to report to work within five (5) working days after having being notified by registered mail of a recall to work following a layoff;
  - (e) Is discharged and not reinstated through the grievance/arbitration procedure;
  - (f) Fails to return to work upon termination of authorized leave of absence without a valid reason acceptable to the Employer.

**17.02 Transfers and Seniority Outside Bargaining Unit**

No employee shall be transferred to a position outside of the bargaining unit without his/her consent. In the event an employee covered by this Agreement is transferred to a position outside the scope of this Agreement and later returns (within one year) to a position within the scope of this Agreement, he/she shall retain the seniority which he/she held at the time of leaving the bargaining unit.

**17.03 Changes in Classifications**

The Employer shall prepare a new job description whenever a job is created or whenever the duties of a job change. When the duties of any job are changed or increased, or where the Union and/or the Employer feels a job is unfairly or incorrectly classified, or when a new job is created and/or established, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the reclassification and/or rate of pay for the job in question, such dispute shall be submitted to grievance and arbitration for determination. The new rate shall become retroactive to the time the new position was first filled by the employee or the date of change of job duties.

**17.04 No Elimination of Present Classifications**

Existing classifications from Schedule "A" shall not be eliminated without prior written agreement with the Union.

**ARTICLE 18 - LAYOFFS AND RECALLS**

**18.01 Definition of Layoff**

FT A layoff shall be defined as a reduction in the workforce and/or a reduction in the wage rate and/or hours of work.

PT Consistent with the *Employment Standards Act*.

**ARTICLE 19 - EMPLOYEE BENEFIT PLANS**

**19.01** In addition to the Canadian Pension Plan, every Employee shall join the Ontario Municipal Employees' Retirement System. The Employer shall notify each Employee in writing when they become eligible to join/enter OMERS. The Employer and the Employee shall make contributions in accordance with the provisions of the Plan.

**19.02 Employer Contribution to Life Insurance**

The Employer shall pay 100% of the premiums for Basic Group Life Insurance coverage of 2 times the employees annual salary, plus an additional 2 times annual salary in Accidental Death or Dismemberment benefits.

**19.03 Employer Contribution to Dental Plan**

A Dental Plan equivalent to Blue Cross Dental Plan No. 9 will be provided (Current O.D.A. Fee Schedule). The premiums will be shared twenty percent (20%) by the employee and eighty percent (80%) by the employer.

Major Restorative Services - 50/50 co-insurance to a maximum of two thousand dollars (\$2,000) annually per insured.

**19.04 Employer Contribution to Medical Plan**

The Employer shall contribute seventy-five percent (75%) to a plan for all full-time employees and their dependants.

**19.05 Vision**

The maximum coverage in any 24 month period shall be two hundred dollars (\$200). Coverage is for full-time employees only.

**19.06 Early Retirement**

The Employer shall contribute 75% of premiums for an Early Retirement Benefit Plan (EHC and Dental only) up to age 65 if they qualify in accordance with OMERS Guidelines. The Plan includes a \$25,000 cap for claims.

**ARTICLE 20 - GENERAL**

**20.01 Access to File**

An employee shall have the right, accompanied by an Employer representative, to view the contents of his/her personnel file and to make and request a copy of material contained therein if not previously provided. Such viewing shall take place during normal working hours. Any disagreement as to the accuracy of information contained in the file may be subject to the grievance procedure and the eventual resolution thereof shall become part of the employee's record.

**20.02 Cleaning of File**

Any letter of reprimand, suspension or any other sanction will be removed from the record of an employee twenty-four (24) months following the receipt of such letter, suspension or other sanction provided that such employee's record has been discipline free for one year.

**20.03 Printing of Collective Agreement**

The Employer and the Union agree to equally share the cost of printing the Collective Agreement enabling each employee to have a copy with four (4) copies to the National Servicing Representative and sufficient copies for the Employer

and their representatives.

**20.04 Meeting Room**

The Employer agrees to provide the Union with the use of a meeting room, sufficient in size, on the Corporation's premises, to be used after normal business hours for the purpose of keeping its membership informed. The choice of the location for the meeting room shall be the Union's. The provision of the meeting room will be at no cost to the Union and will be limited to a maximum of ten (10) occasions during a calendar year. Use of a meeting room beyond the ten (10) occasions provided for shall be in accordance with the Corporation's "Rooms Policy" as amended from time to time.

**ARTICLE 21 - SENIORITY AND BENEFIT WHILE ON WSIB**

**21.01** All employees shall be covered by the Workers' Safety and Insurance Board (WSIB) Act.

An employee receiving payment for a compensable injury under WSIB shall accumulate seniority and shall be entitled to all benefits, rights and privileges under this Collective Agreement. While on WSIB, the Employer shall continue to pay the employer's share of all premiums for employee benefit plans, including the pension plan.

**ARTICLE 22 - TERM OF AGREEMENT**

**22.01 Duration**

This Agreement shall be binding and remain in effect from January 1, 2011, to December 31, 2014, 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, 2014, that it desires termination or amendments.

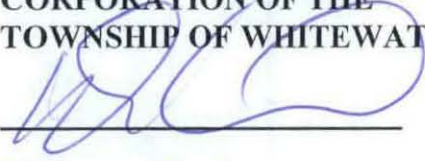
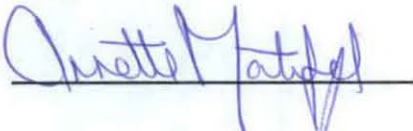
**22.02** Any changes deemed necessary in this Agreement may be made by mutual agreement in writing at any time during the existence of this Agreement.

22.03

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.

DATED AT Edmonton, ONTARIO, THIS 31 DAY OF MAY 2011.

SIGNED ON BEHALF OF THE  
CORPORATION OF THE  
TOWNSHIP OF WHITEWATER

  
\_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SIGNED ON BEHALF OF THE  
CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL 4353

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_

hf/cope491  
May 19, 2011

## SCHEDULE 'A' – WAGE RATES

The following wage rates shall apply:

	Temporary Seasonal Part-time Probationary	Full-time
<b>January 1, 2011 (2.5%)</b>		
Grader Operator	\$18.19	\$19.54
Truck Driver/Machine Operator	\$18.01	\$19.35
Labourer	\$11.97	
Mechanic		\$24.34
<b>January 1, 2012 (3%)</b>		
Grader Operator	\$18.74	\$20.12
Truck Driver/Machine Operator	\$18.55	\$19.93
Labourer	\$12.33	
Mechanic		\$25.07
<b>January 1, 2013 (3%)</b>		
Grader Operator	\$19.30	\$20.73
Truck Driver/Machine Operator	\$19.11	\$20.53
Labourer	\$12.70	
Mechanic		\$25.83
<b>January 1, 2014 (3%)</b>		
Grader Operator	\$19.88	\$21.35
Truck Driver/Machine Operator	\$19.68	\$21.15
Labourer	\$13.08	
Mechanic		\$26.60

Lead hand rate applied on a pre-approved basis in recognition of an employee taking on additional responsibilities will be paid an additional one dollar and twenty-five cents (\$1.25) per hour effective January 1<sup>st</sup>, 2011 and one dollar and fifty cents (\$1.50) per hour effective January 1<sup>st</sup>, 2013.

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 the general minimum wage rate.