

CORPORATION OF THE TOWN OF AMHERSTBURG

BY-LAW 2007-42

**Being a Bylaw to authorize the execution of an agreement with
I.B.E.W. Local 636 representing the inside and outside
Employees of the said Town of Amherstburg**

WHEREAS a Memorandum of Agreement has been reached between the Town of Amherstburg and the I.B.E.W. Local 636 representing the inside and outside employees of the Town of Amherstburg for the year 2007, 2008, 2009 and 2010 and;

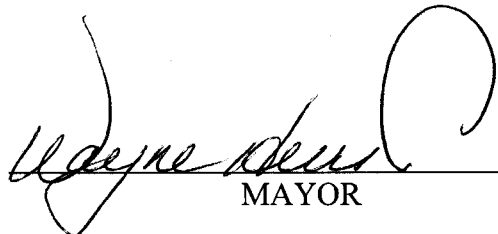
WHEREAS IBEW Local 636 have had a meeting with the membership and ratified the Memorandum of Agreement on May 8, 2007 and;


WHEREAS contract documents will be prepared incorporating the terms of the Memorandum of Agreement

**NOW THEREFORE THE COUNCIL OF THE CORPORATION OF
THE TOWN OF AMHERSTBURG HEREBY ENACTS AS FOLLOWS:**

1. The Mayor and Clerk are hereby authorized and instructed, to execute the originals and copies of the said agreements and to affix the corporate seal thereto.
2. This By-law shall come into force and take effect on the date of final passage thereof.

Read a first, second and third and final time this 14th day of May, 2007.


MAYOR


CLERK

Certified to be a true copy of
By-Law No. 2007-42 passed on
May 14, 2007.

Clerk

Collective Agreement

between

The Corporation of the Town of Amherstburg

(hereinafter referred to as "the Employer")

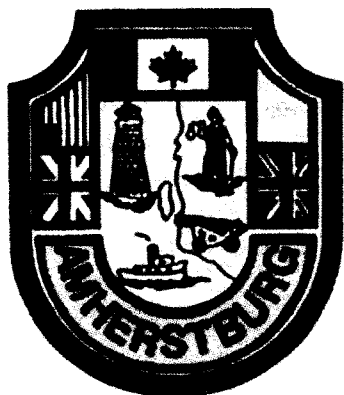
and

Local Union 636 of the International Brotherhood of

Electrical Workers

(hereinafter referred to as "the Union")

January 1, 2007 to December 31, 2010



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This Agreement is made in Duplicate

This 25th Day of July, 2007

between

The Corporation of the Town of Amherstburg

(hereinafter referred to as "the Employer" and/or "the Corporation")

-the Parties of the First Part

and

Local Union 636 of the International Brotherhood of Electrical Workers

(hereinafter referred to as "the Union" and/or "the Employees")

-the Parties of the Second Part

Whereas, the Employees have submitted to the Employer certain recommendations respecting their employment and;

Whereas, the Employer has agreed to accept the said recommendations and has authorized its Executive Officers to enter into this Agreement with the Employees on its behalf;

Now this, Agreement witnessed that in consideration of the premises and covenants of the Parties hereby hereinafter expressed, the Parties agree as follows:

Article 1 - Union Recognition

- 1.01 The Employer recognizes Local Union 636 of the International Brotherhood of Electrical Workers (IBEW) as the sole Bargaining Agent for all employees who are members of the bargaining unit with the Corporation of the Town of Amherstburg save and except: Superintendents, persons above the rank of Superintendent, Deputy Treasurer, Facilitator, Tourism and Special Events, GIS Analyst/IT Backup, Deputy CBO/Plans Examiner, Public Works Office Manager, Executive Assistant to the CAO, seasonal employees at the Marina, persons employed for not more than twenty-four (24) hours per week at the Arena, students employed during the school vacation period and students on a cooperative work program. The union is further recognized as the sole Bargaining Agent for any new classification, which may be established or created within the Bargaining Unit during the life of this Agreement.
- 1.02 The Employer shall provide the Union with advance notice in writing of all new classifications and/or jobs to be created during the term of this Agreement. The wages, hours of work and conditions of employment for said classifications shall be negotiated with the Union and mutually agreed upon prior to their establishment (and inclusion in the Agreement) and before any employee is awarded the new job. Where an agreement on the wages, hours of work and /or conditions of employment is not reached, the grievance procedure as set out hereafter in this Agreement may be utilized to resolve the issues in dispute.
- 1.03 All references to employees in this Agreement shall include both males and females, and wherever the male gender alone is used, it shall be construed to include both male and female employees.
- 1.04 This Agreement shall be binding upon the successors of the Parties hereto, in so far as it is within the power of the Parties hereto respectively to bind such successors, in event that the Corporation is privatized, amalgamated, united, or otherwise joined with one or more municipalities or corporations.

Article 2 - Management Rights

- 2.01 The Union recognizes that the Employer has, and shall retain the exclusive right to manage and direct its' operations in all matters; providing the exercise of such rights is not inconsistent with the terms and conditions of this Collective Agreement.
- 2.02 The Employer has, and shall retain the right to make and amend such rules and regulations as it shall from time to time deem necessary for the safe, efficient and continuous operation of the Corporation – provided that such rules and regulations are not inconsistent with the terms and conditions of this Collective Agreement.
- 2.03 It is recognized that, under normal circumstances, the duties and responsibilities of the Administrative staff are of a supervisory nature. Their principal responsibility is to plan, assign, direct and oversee the work. Accordingly, those persons in classifications outside of the Bargaining Unit shall not perform any of the work within the jurisdiction of the Bargaining Unit except in cases of emergency (after every reasonable effort has been made to contact and/or enlist those who normally perform the work), or for the purpose of instructing and/or training new employees. For the purpose of this clause, an emergency will be defined as: a sudden, unexpected occasion, event and/or combination of forces which demands immediate action or demands immediate attention due to a real and imminent threat of danger to life or public property.

Article 3 - No Strikes/ No Lockouts

3.01 During the term of this Agreement, the Employer agrees that there shall be no lockouts and the Union agrees that there shall be no strikes.

Article 4 - Union Security and Check off

- 4.01 The Employer agrees to employ (in the classifications governed by the terms of this Agreement), only members of the Union in good standing, or those commencing employment who will apply for membership in the Union upon attainment of status as a Regular Employee (as defined herein).
- 4.02 The Employer agrees to deduct each week from the wages of all employees in the Bargaining Unit, Union dues as directed by the Union. The Employer shall forward the deductions to the Union, together with an alphabetical listing of names showing the amount deducted from each employee -not later than the fifth day of the following month. The Union shall notify the Employer of any changes in the amount to be deducted. The Employer also agrees to deduct and remit an amount equivalent to the Union initiation fee from each new employee upon the successful completion of their probationary period. Union dues will be included on the employee's T-4 slip (for income tax purposes). In consideration of this dues deducting and forwarding service, the Union agrees to indemnify and hold the Employer harmless against any claim and/or liability arising out of / or resulting from, the collection and forwarding of these dues.

Article 5 - Employment

- 5.01 The Employer shall notify the Union in writing, defining the particulars of employment of any new Bargaining Unit employee commencing employment within seven (7) calendar days of such employee being hired. The Union shall likewise be notified in writing when such employee has completed their probationary period.
- 5.02 The Employer shall employ (in the classifications within the Bargaining Unit), only members of the Union in good standing or those commencing employment who will apply for membership in the Union at the end of their probationary period -which shall not exceed ninety (90) calendar days. The probationary period may be extended only upon written mutual agreement between the Parties hereto.
- 5.03 All employees recognized within the scope of this Agreement shall maintain membership in good standing within the Union as a condition of continued employment.
- 5.04 As part of the Employer's orientation program, a representative of the Union will be offered an opportunity to meet with any new employee. The meeting will be convened during normal working hours and limited to one-half (½) hour.
- 5.05 The Employer shall define the duties in the classifications within the Bargaining Unit by maintaining written job descriptions that are reviewed and updated on an annual basis or when the operation of the Corporation necessitates a change.

All employees will participate in an annual performance evaluation process as defined by management with the mutual consent of the Union.

Performance management is non-disciplinary in nature and is used to assist with the personal and professional development of employees.

Article 6- Employee Categories

- 6.01 Probationary Employee** -any employee hired into a continuing position with the Employer shall be considered probationary during their first ninety (90) calendar days. During this period of probation, the employee shall not be considered as having regular employment status and, as such, will not be afforded the rights, privileges and/or entitlements defined by this Agreement -except with respect to accessing the grievance and arbitration procedure in the event of discipline and/or discharge. Upon successful completion of the probationary period, these employees shall be recognized as Regular Employees and the seniority of said employee will date back to the day on which employment first began. Any employee working continuously for a period in excess of ninety (90) calendar days shall be required to make application for membership in the Union.
- 6.02 Regular Employees** -a Regular Employee as referred to, and recognized under the terms of this Agreement, is a permanent employee not classified as probationary, temporary, casual or excluded under the Recognition clause of this Agreement. These employees shall be hired into the classifications governed by this Agreement and entitled to the wages, benefits, rights and privileges defined herein. The assignment of temporary, casual and/or seasonal employees into Bargaining Unit positions shall in no way adversely affect the regular earnings, hours of work and/or any other condition of employment of the Regular Employees; nor shall such employees impede the promotional opportunities of any Regular Employee(s).
- 6.03 Temporary / Casual Employees** -the Union recognizes the right and obligation of the Employer to fill short-term vacancies, which may be created as a result of illness, injury maternity/parental leave, extended vacations and/ or leaves of absence. The sole purpose for temporary/casual employment is to ensure the continued efficient operation of the Corporation. Accordingly, the Temporary/Casual employee is one who is hired for a limited (and well defined) period during the absence of a Regular Employee. The term of employment for Temporary/ Casual employees shall be limited to the duration of the regular employee's temporary absence. In the case of maternity/parental leave; this term will be extended to nine (9) months. Further exceptions will be discussed between the Parties and subject to written mutual agreement. Persons so employed shall have no seniority, nor shall they be afforded any other rights or benefits prescribed by this Agreement. These employees shall not be considered probationary nor will they be required to become members of the Union. Their employment will terminate immediately upon the return to work of the Regular Employee, or at any time prior at the discretion of the Employer. If deemed practical by the employer, Regular Employees shall be offered an opportunity to work overtime only if the absence of regular full time employees is for a period of two weeks or less, prior to Temporary/ Casual employees being hired.
- 6.04 Students** -the Employer may hire students -during vacation periods and/or on cooperative work programs -however, the term of their employment shall not exceed ninety (90) working days in any calendar year (unless otherwise agreed in writing between the Parties).
- 6.05 (a)** Notwithstanding the foregoing, the Employer may employ casual help at the Arena in addition to the permanent full time staff; but such employees shall not be hired in the aggregate of more than ninety (90) days in any twelve (12) consecutive month period, without written agreement to extend such limitations between the Union and the Employer.
- 6.05 (b)** The Employer may hire students at the Arena; but the term of their employment shall not exceed ninety (90) working days in any calendar year.

6.06 The use of casual help and/or students shall not directly or indirectly cause a full time employee to be discharged, temporarily or permanently laid off, transferred to a lower paying classification, or have their hours of work or rate of pay reduced.

6.07 **Seasonal Employees** - are those employees hired for peak period of work, between May 1st and July 31st or between December 1st and March 1st. They shall have a probation period of their first season as per either of the dates above, and shall be paid sixty-five percent (65%) of an Equipment Operator rate as per Schedule "A".

Seasonal Employees' seniority shall be prorated according to the number of full or partial months worked per year divided by twelve.

Seasonal Employees shall be on probation for the length of their first season. Seasonal Employees recalled for a second season shall no longer be on probation and shall be placed on the seniority list and credited with seniority from the day they originally commenced work.

For seasonal employees being recalled after their first season and thereafter:

- i) Notice of lay-off shall be contained in their letter of recall.
- ii) At the end of a season, Seasonal Employees shall not be permitted to bump.

Seasonal Employees shall be recalled, in order of seniority, into the seasonal position they held the previous year.

- a) If there are seasonal employees on the recall list after all the positions in their classification have been filled, and
- b) There are vacancies in other seasonal classifications after recall to those positions has been completed, then
- c) The employer shall offer those positions to the seasonal employees remaining on the recall list, in order of seniority, provided they have the required qualifications to perform the work, prior to hiring a new seasonal employee from outside the bargaining unit. Such seasonal employees shall have the option of being recalled or remain on the list, subject to the provisions of loss of seniority under this collective agreement until their previous classification becomes available.

Seasonal employees shall be paid vacation pay on a percentage basis based on their years of service as per vacation under this collective agreement at the end of the season for which they were employed.

Seasonal employees shall not be entitled to benefits as provided for in this Collective Agreement, but are entitled to safety equipment such as hard hats, safety vests, glasses and gloves.

Seasonal employees will be eligible to apply for external job postings and will be granted an interview only where they have the sufficient ability and qualifications to perform the work available.

Seasonal employees are not eligible for overtime in accordance with Letter of Understanding A.

Article 7 - Seniority

7.01 Seniority shall be defined as the length of continuous service with the Employer as a member of the Union within Bargaining Unit covered by this Agreement.

7.02 Seniority shall prevail in making promotions, demotions, transfers, awarding job postings, lay-offs and recall following lay-off; provided that qualifications and ability of the employee(s) are satisfactory.

- 7.03 (a) Any person employed outside the Bargaining Unit, who is subsequently transferred into the Bargaining Unit shall be recognized as a new employee. As such, said employee will not be given credit for past service with the Employer nor considered to hold seniority rights within the Bargaining Unit for the purposes of lay-off and recall, promotions, job postings and/or transfers.
- 7.03 (b) Any employee who chooses to leave the Bargaining Unit for a period exceeding six (6) calendar months, may be returned to the Bargaining Unit but will lose his or her seniority in the Bargaining Unit for the purposes of lay off, recall, job postings, promotions and/or transfers. If the employee chooses to return to the Bargaining Unit within the six (6) month period, he or she will retain their attained seniority as at the original date of transfer provided they have secured a withdrawal card from the Union.
- 7.04 Accumulated service credit shall be defined as the length of continuous employment by an employee dating back to the most recent date the employee entered the employ of the Employer. Such time shall be recognized for any person employed outside the Bargaining unit, who is subsequently transferred into the Bargaining Unit for the purpose of vacation and pension entitlement only.
- 7.05 Any employee who is injured during the performance of their duties for the Employer shall, upon recovery, be entitled to return to their former position without a loss of any seniority rights -provided that they are able to satisfy the requisite qualifications of their former position.
- 7.06 Any employee within the Bargaining Unit will lose their seniority and cease to be an employee only if he/she:
- i) Resigns voluntarily
 - ii) Retires
 - iii) Is discharged for just cause and the discharge is not reversed through the grievance procedure;
 - iv) Fails to return to work within the terms of the recall clause.
- 7.07 When an employee has been laid off and has returned to work under the provisions of the Recall clause in this Agreement, their seniority shall be determined in accordance with this Article but shall not include any time on lay-off.
- 7.08 Whenever an employee is transferred from one classification to another (within the Bargaining Unit) their seniority shall not be affected.
- 7.09 (a) Employees transferring from one Bargaining Unit represented by Local Union 636 of the IBEW to another Bargaining Unit represented by Local 636 of the IBEW (within the Town of Amherstburg) - as a result of a job opportunity posting -shall retain their seniority in the Bargaining Unit they posted out of, but shall no longer accrue seniority in that Unit. On the date that the employee commences employment in the other Unit, the employee will begin to accumulate seniority in that Unit.
- 7.09 (b) Any employee who transfers between Units, as defined herein, shall suffer no loss of any contractual benefits or entitlements to which they would otherwise have been entitled as of the date of the transfer. Accordingly, whenever an employee is afforded a job opportunity in another Bargaining Unit, the Parties shall meet and enter into an Agreement with respect to what contractual benefits shall transfer with the employee. Any dispute with respect to what contractual benefits and/or entitlements are transferred shall be resolved through the grievance and arbitration procedures defined by this Agreement.

Article 8 – No Discrimination/No Harassment

- 8.01 The Employer agrees that they will not in any manner object to any employee being, or becoming a member of the Union, and will not in any manner interfere with nor discriminate against any Employee because of his membership or proposed membership in the Union. The Employees will not, in any manner interfere with nor attempt to limit, the right of Employers, or the rights of any duly authorized officer acting for the Employers.
- 8.02 (a) The Employer agrees that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any Employee in the matter of hiring, wage rates, training, promotion, transfer, lay-off, recall, discipline, classification, discharge or otherwise by reason of race, ancestry, place of origin, color, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status or handicap, nor by reason of his or her membership or activity in the Union, or the exercise of his or her rights under this agreement.
- 8.02 (b) Both the employer and the Union recognize their respective responsibilities under the Ontario Human Rights Code and any other similar statutory requirement. Both parties hereby, reaffirm their commitment not to discriminate in any manner relating to employment on the basis of race, ancestry, place of origin, color, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status or handicap.
- 8.03 (a) The Union and the Employer agree that no employee shall be subject to sexual harassment and agree to take such actions as necessary to assure that this purpose is achieved. Accordingly, the employer agrees to post a statement of this commitment to this principle at all work locations.
- 8.03 (b) The Employer will not tolerate sexual harassment of employees and will take action to provide remedies once such harassment is discovered. Sexual harassment is as defined by the Ontario Human Rights Code.

Article 9 -Representation

- 9.01 The Employer shall provide the Union with a list of who will deal with the Union's Labor Relations Committee. The Union shall provide the employer with a list of the members of the Labor Relations Committee, which may include a representative from the International Office of the I.B.E. W. or the Business Representative, or both.
- 9.02 Conferences between management personnel and the Labor Relations Committee shall be called when agreed upon. Matters to be discussed at any such conference shall be listed on the agenda to be supplied to the party requesting the conference to the other party at least one (1) working day prior to the date for which the conference is requested, unless otherwise arranged by the parties.
- 9.03 Conferences between the Employer and the Union (including negotiations - up to conciliation) will be convened during normal working hours and those in attendance will not suffer any loss of remuneration as a result of their participation in such proceedings. The Union Negotiating Committee shall not exceed four (4) members exclusive of the Business Representative unless otherwise mutually agreed.

Article 10 - Contracting Out

- 10.01 The Employer shall retain the right to enlist the services of contractors, provided that the contracting out of work that can be performed by employees in the Bargaining Unit does not directly or indirectly cause any Employee covered by the terms of this Agreement to be discharged, indefinitely and/or temporarily laid off, transferred to a lower paying classification or have their regular hours of work or wages reduced.

10.02 Prior to the contracting out of any work normally performed by the members of the Bargaining Unit, a meeting will be convened between the Union and the Employer to discuss options and alternatives to ensure that such work remain within the jurisdiction of the Bargaining Unit.

Article 11 - Technological Change

11.01 Technological change shall mean "the introduction of equipment or material of a different nature or kind from that previously used by the employer, together with a change in the manner in which the employer carries on its operations that is directly related to the introduction of that equipment or material."

11.02 Where new or different skills are required than are already possessed by the affected employees as a result of a technological change, such employees shall, at the expense of the employer, be given a reasonable period of time, without reduction of hours of work or rates of pay, during which they may acquire the necessary skills required.

11.03 An employee who becomes redundant or is displaced from his job as a result of technological change shall have an opportunity to fill any vacancy for which he has seniority and which he is able to perform, and if there is no vacancy, shall have the right to displace employees with less seniority provided he is able to perform the job of the employee to be so displaced.

11.04 No member of the bargaining unit shall be dismissed, indefinitely and/or temporarily laid off, transferred or have their normal hours of work or rate of pay reduced due to technological changes in procedures.

Article 12 -Lay-off & Recall

12.01 (a) The Corporation will provide the Union with written notification of any proposed layoff and/or classification elimination no less than one hundred twenty (120) days prior to effective date of such layoff.

12.01 (b) The Corporation will provide the employee(s) affected with written notification of any proposed layoff and/or classification elimination no less than one hundred twenty (120) days prior to effective date of such layoff (or payment in lieu thereof). The employee(s) shall be advised of the Corporations intentions in person.

12.02 Any employee laid off on account of business conditions shall be given preference for re- employment when business conditions justify, if such employee is available, subject to seniority rights. The employee must exercise his option of return to work within one (1) week of recall, notice of which has been sent by registered mail, or delivered to the last address reported by the employee to the Employer.

12.03 Bargaining unit seniority (as defined by this Agreement) will be the determining factor in lay-offs and recalls following lay-offs.

12.04 In the event that a reduction of staff does occur, it is expressly understood that probationary and/or temporary employees, students, contractors or any other persons who are not full time permanent employees of the Employer shall be released before any Bargaining Unit employee is laid off.

Article 13 – Job Posting

13.01 Any opening which occurs within the Bargaining Unit shall be posted on the bulletin board for three (3) working days. Each posting shall give a complete description of the job posted and to whom the posting applications shall be given. If it is anticipated that a job posting will be made available during an employee's scheduled vacation period, the employee will be afforded an Opportunity to submit an application for said vacancy prior to the commencement of their vacation indicating their willingness and desire to be considered for the job.

The employer shall notify the Business Representative and the Unit Executive in writing five working days prior to posting of a job opening. It is further understood that the notification shall apply for the initial job opening only. Applications shall be accepted only from employees within the Bargaining Unit who have completed their probationary period.

- 13.02 (a)** In determining the successful candidate for a job posting within the Bargaining Unit, seniority will be the governing factor providing the employee has sufficient ability and qualifications to perform the work available.
- 13.02 (b)** Consideration may be given for previous training and experience in the work of the vacancy posted.
- 13.03 (a)** In the event that there are no interested applicants from within the Bargaining Unit where the vacancy has occurred, the job will then be offered to members of the other Bargaining Unit represented by Local 636 as a "job opportunity posting". Only after all Union members have been afforded such opportunities will external applicants be considered for any vacant position within the Bargaining Unit.
- 13.03 (b)** Employees transferring from one Bargaining Unit represented by Local Union 636 to another Bargaining Unit represented by Local 636, as a result of a "job opportunity posting" shall retain their seniority in the Bargaining Unit they posted out of but shall no longer accrue seniority in that Unit. On the date that the employee commences employment in the new Unit, they will begin to accumulate seniority in the Bargaining Unit where the vacancy was filled. Any Employee(s) who transfer between Bargaining Units shall suffer no loss of contractual benefits or entitlements in effect as of the date of transfer. Accordingly, when an employee is offered a position in another Unit, the Parties shall meet to define what contractual benefits and/or entitlements shall transfer with the employee. Any dispute with respect to these entitlements shall be resolved through the grievance and arbitration procedure defined by this Agreement.
- 13.04** The senior applicant from the bargaining unit for a job posting shall be allowed a training and qualifying period of not more than thirty (30) calendar days for determination of whether or not he can meet the job requirements, which period may be extended by the employer. If the employer decides the applicant lacks the sufficient ability to perform the work of the new job classification, the applicant will be transferred back to his former job classification.
- 13.05** The Parties agree that the classifications of: Building Department Clerk, Planning Department Clerk, Receptionist/Clerk each contain one (1) incumbent and; and Public Works Clerk (2) incumbents and Accounting Clerk (3) incumbents and Tax Clerk two (2) incumbents and; that, if and when a vacancy should occur in any such classification(s), or Management deems it necessary and advisable to expand the number of positions in any such classification, such vacancy shall be posted and the procedures defined herein shall apply.
- 13.06** Management Personnel shall notify the Union in writing of the names of the applicants and the accepted employee, if any, before the appointment is awarded.
- 13.07** A lead hand shall be assigned to the classification of a Supervisory position for which the lead hand is qualified and shall be paid the hourly rate of fifty cents (\$0.50) per hour for the duration of the absence of the Supervisor for three days or more or sooner if deemed necessary by the Manager of Public Services.

Article 14 - Promotion

- 14.01** Promotion will be given to all employees in accordance with seniority and efficiency subject to the best interest of the employer's business. "Promotion" shall mean advancement to a higher job classification.
- 14.02** In the event of the promotion, no employee will be discriminated against by reason of being, or having been a member or officer of the Union.

Article 15- Temporary Transfer

- 15.01** Any employee who is transferred to a higher paid classification shall be paid the rate of the higher classification while in such classification for any and all time worked in said classification.
- 15.02** In the event of an employee being temporarily assigned work in a lower paid classification he shall continue to be paid the higher rate of his regular classification.

Article 16- Disciplinary Action, Suspension & Discharge

- 16.01** When an employee is directed to appear before Management personnel for reprimand, disciplinary action, suspension and/or discharge, the Union Steward will be notified at least one (1) working day prior to the appearance of the reason, and be invited to attend. If a representative of the Union is not present, any action taken will not be considered a matter of record. A memorandum of such proceeding shall be submitted to the Union's Business Representative in writing within three (3) days of the meeting.
- 16.02** When reprimanding an employee for a current incident, the Employer shall not take into account any prior infractions providing the employee has a clear record for two (2) years immediately preceding the current incident. If the employee's record is not clear for the said two (2) years, the Employer may go back up to five (5) years previous to the current incident.
- 16.03** When an employee is suspended, an interview will be arranged immediately with the employee and the Shop Steward. The Business Representative of the Union will be notified in writing within three (3) working days of the date of the suspension as to the duration and causes. Any suspended employee shall have the right to the grievance procedure and if exonerated shall be reimbursed for lost time, wages and benefits to which he would otherwise be entitled under this Collective Agreement.
- 16.04** No employee covered by this Agreement shall be disciplined or discharged except for just cause.
- 16.05** Letters of Reprimand -Any Employee having two (2) years of work without written reprimands being placed on his/her record will have those records removed from his/her personnel file. Letters pertaining to ability and attendance will not be considered to be letters of reprimand and will remain indefinitely in the personnel file. In the case of written reprimand in the Employee's file, a copy of said reprimand must be given to the Employee and the Union without undue delay.
- 16.06** Refusal to Cross Picket Lines -It shall not be just cause for discipline and/or discharge if any employee refuses to go through a legally authorized picket line of any Union and/or Labor Organization.

Article 17 - Grievance and Arbitration Procedure

- 17.01** For the purpose of this agreement a grievance is defined as a dispute, claim or complaint involving the interpretation or application of the provisions of this agreement. No grievance shall be considered where the circumstances giving rise to it occurred or originated more than five (5) full working days before the filing of the grievance.

- (i) Where a grievance arises as a result of a discharge, the Union may present such grievance on behalf of the employee at Step 3 of the grievance procedure.
- (ii) An employee shall have the right to be accompanied by a representative of the Union at any and all times during the grievance procedure.
- (iii) The time limits defined herein may be extended upon (written) mutual agreement between the Parties.
- (iv) Grievances arising under this agreement shall be adjusted and settled as follows:

STEP 1 - The aggrieved employee shall present his/her grievance orally to his/her immediate Supervisor and a sincere effort shall be made to resolve the complaint. If a settlement satisfactory to the employee concerned is not reached within two (2) working days after the grievance has been presented by him/her, the said employee then may present his/her grievance as follows at any time within two (2) working days thereafter.

STEP 2 - The aggrieved employee then may submit his/her grievance in writing to the Department Head and may have the assistance of a representative of the Union. The written grievance shall specify the matter complained of, the parts of the agreement alleged to be violated and, in the event of a satisfactory settlement not being reached. The Department Head shall deal with the grievance and give their answer (in writing) to the Union within two (2) working days after the day upon which they received the grievance.

STEP 3 - If the decision of the Department Head is not satisfactory to Union, the matter may be referred in writing to the C.A.O. within four (4) working days. The C.A.O shall, within four (4) working days following the day upon which they received the grievance, meet with the Union in an effort to satisfactorily resolve the issues in dispute. They shall give their written response to the grievance within four (4) working days thereafter. In the event the grievance involves the CAO, Step 3 as outlined above shall be referred to the Mayor.

STEP 4 - Arbitration Procedure

Failing settlement at Step 3 the Union may within ten (10) working days after receipt of the Town's response at Step 3, notify Management of its intention to submit the grievance to Arbitration.

In the event Arbitration is to be invoked, the request must be made in writing to the other party within twenty (20) working days or such further period as is mutually agreed upon by the town and the Union. At this time both parties will attempt to come to agreement on selecting a sole Arbitrator.

In the event the parties are unable to agree on a sole Arbitrator within five (5) working days, the Minister of Labour for Ontario shall be asked to appoint an Arbitrator.

The Arbitrator shall meet as soon as possible with both parties to hear evidence and receive representations.

- No person may be appointed as an Arbitrator who has been party in an attempt to negotiate or settle the grievance unless both parties agree.
- The award of the Arbitrator shall be confined to determining the issues set out in the grievance.

- The findings of the Arbitrator as to the facts and as to the interpretations of violation or non-violation of the provisions of the Agreement shall be conclusive and binding upon all parties concerned, but in no case shall the Arbitrator but authorized to alter, modify or amend any part of this Agreement. The decision of the Arbitrator shall be binding upon the parties.
- The town and the Union shall respectively pay the expenses of the Arbitrator and shall be borne equally by the town and the Union.
- In cases of suspension, discharge or discipline grievances, they may be settled by confirming the Company's decision in discharging or suspending the employee or by reinstating him without loss of seniority and reimbursing him in full or by any other arrangement which is just and equitable in the opinion of the sole Arbitrator.
- Notwithstanding the above provisions of this Article, it is recognized that either party to this Agreement may request the Minister of Labour for Ontario to refer to a single Arbitrator, to be appointed by the Minister, as provided in Section 49 of the Labour Relations Act of Ontario or as amended. In the case of a single Arbitrator, the contents of this Article shall read accordingly.

17.02 Notwithstanding the foregoing provisions of the Article, the Parties hereto may, in substitution for the above procedures, agree in writing to appoint one (1) arbitrator satisfactory to both Parties. In such a case, this sole arbitrator shall have the same jurisdiction, power and authority as has been given to the Arbitration Board by the foregoing terms.

17.03 Either party may file a Policy and/or Group Grievance by issuing notice to the other party (in writing)- within five (5) working days of learning of the occurrence giving rise to said grievance - outlining the cause and redress sought. Any such grievance will be filed directly with the C.A.O. and settled within five (5) working days thereafter. Should satisfactory settlement not be made, the dissatisfied party may seek resolution through Arbitration. Union Policy Grievances may not be substituted for individual grievances.

Article 18- Hours of Work

18.01 (a) Outside Staff - The regular work week shall be forty (40) hours consisting of eight (8) hours daily from 7:00 to 12:00 noon and from 12:30 p.m. to 3:30 p.m. inclusive of travel time, Monday through Friday inclusive .

18.01 (b) (i) For the purpose of grass cutting and other appropriate duties the hours of work between May 1st and July 31st shall be 7:00 a.m. – 3:30 p.m., and 1:00 p.m. to 9:30 p.m. with a one-half (1/2) hour unpaid lunch.

(ii) For the purpose of winter control and other appropriate duties the hours of work between December 1st and March 15th shall be 3:30 p.m. to 11:00 p.m. with a one-half (1/2) hour unpaid lunch.

(iii) Shifts as outlined in (i) and (ii) above shall have two (2) staff on at all times.

Shifts are intended to provide a high level of customer service to residents, maximum utilization of labour and equipment and therefore will be utilized for activities such as, but not limited to grass

cutting, snow removal and road work.

Work periods in excess of eight (8) hours will be payable as overtime.

Scheduled hours of work shall be established by the Corporation and shall be scheduled as required based on operational needs. Schedules will be created based on skill and qualifications, however, employee preferences will be sought and in cases of an inability to staff shifts, seniority will be used to schedule shifts. Shifts shall be scheduled for a two (2) week period in duration. Such schedules will be posted at least two (2) weeks in advance prior to commencement.

18.01 (c) All Outside Staff & Arena Staff employees shall be granted ten (10) minutes clean-up time immediately before lunch and quitting time.

18.02 (a) Office Staff – The regular work week shall be thirty-seven and one half hours (37 ½) consisting of seven and one half (7 ½) hours, Monday to Friday (which will include a one-half (1/2) hour unpaid lunch period.). The Corporation shall have the right to schedule the work day between the hours of 7:30 a.m. and 5:30 p.m.

18.02 (b) Public Works Clerks - The regular work week shall be thirty-seven and one half hours (37 ½) consisting of seven and one half (7 ½) hours, Monday to Friday (which will include a one-half (1/2) hour unpaid lunch period.). The Corporation shall have the right to schedule the work day between the hours of 7:00 a.m. and 5:00 p.m.

18.03 Arena Staff

The normal work week for employees shall be eight (8) hours per day, inclusive of a one-half (1/2) hour paid lunch period. The regular workweek shall consist of five (5) working days, which days shall be consecutive for employees assigned to the day shift.

(a) Full-time employees in the Arena Department shall be scheduled a minimum of one (1) weekend off in every 3 week period. For the purpose of this Agreement, a weekend will be defined as Saturday and Sunday inclusive.

(b) The working shift schedule shall be prepared by the Arena Manager and posted on a monthly basis throughout the year. Such schedule shall be posted at least one (1) month prior to its commencement and under no circumstances shall split shifts be scheduled. All employees will rotate through the shift cycle. Subject to the written approval of the Arena Manager, employees in the Department may exchange scheduled shifts but such exchange shall not result in the Employer being required to pay overtime to either employee. Any changes to the posted schedule shall only be made upon mutual agreement between the employee(s) and the Employer.

(c) Hours of work by Arena employees on their first scheduled day off in a week shall be paid at time and one-half (1 ½) the employee's regular straight time hourly rate of pay. Hours worked by Arena employees on their second scheduled day off in a week shall be paid at the rate of two (2) times the employee's regular straight time hourly rate of pay.

18.04 The normal workweek for employees may be subject to change, only by mutual agreement in writing between the Employer and the Union.

18.05 Rest Periods

(a) All employees [except as otherwise noted in Article 18.05 (b)] shall have a fifteen (15) minute break in both mid-morning and mid-afternoon for the purpose of having coffee or other non-

alcoholic refreshment, inclusive of travel time. Upon mutual agreement between Management and the employee(s), such break(s) may be taken with the employees' lunch period.

- (b) **Arena Staff** - In order to promote and continue the harmonious labor relations atmosphere presently enjoyed, rest periods need not be strictly defined within the body of the Contract. Instead, it was concluded that the long standing past practice, which has afforded the employees an opportunity to take breaks (without impeding the efficient operations of the Arena), would better serve in the mutual best interest of the Parties. Accordingly, the rest periods will continue to be granted to all employees covered by the Collective Agreement in a manner consistent with past practice. It is understood and agreed that the Union and the Employer will cooperate in making every reasonable effort to ensure neither Parties' interests are compromised as a result of such action.

Article 19 - Overtime

- 19.00 (a) **Outside, Office Staff** - Employees shall be paid one and one-half times (1½ x's) the standard hourly rate for all hours worked in excess of their regular workday Monday to quitting time Friday; and two times (2 x's) their standard hourly rates for all hours worked from quitting time Friday until the commencement of their normally scheduled shift Monday, as well as, all hours worked on Holidays.
- 19.00 (b) Overtime and extra work within a Department, at any tasks ordinarily performed by employees covered by this Agreement, will be assigned and distributed equally among those within the Bargaining Unit capable of performing such tasks in said Department.
- 19.01 (i) **Outside, Arena & Office Staff**- An employee who is called out at a time which is not continuous to the normal hours of employment shall be paid a minimum of four (4) hours at standard hourly rates, provided the employee reports for work in response to such call within thirty (30) minutes of being called.
- (ii) Pay on call-out overtime shall commence at the time of the call to the employee and continue to the time the employee is dismissed.
- (iii) When an employee is scheduled to work planned overtime and such work is cancelled, the employee shall be paid four (4) hours pay at regular rates unless the employee is notified of the cancellation at least one (1) hour prior to the scheduled commencement of such work.
- 19.02 Regular Employees who work overtime may select to accumulate (in each calendar year) all overtime hours worked to be taken as "time off in lieu", to a maximum of forty (40) hours in any calendar year at the rate equivalent to the prevailing overtime rate to provide the employee with regular working hours off with pay for each hour banked subject to the following conditions:
- (a) The scheduling of all hours so taken shall be at a time mutually agreed between the employee and Management.
- (b) Any hours so banked will be paid out at the employee's request. However, lieu time not used by December 31st of each year shall be paid out at the rate in effect at the time of banking.
- 19.03 An employee who is called out at a time which is not continuous to the normal hours of employment shall be paid a minimum of four (4) hours at normal hourly rates.
- 19.04 A shift premium will be paid to employees whose shift has its majority of hours after 4:00 p.m. (Mondays to Thursdays as per Schedule "B").
- 19.05 Employees who work any hours from Friday at 4:00 p.m. until Sunday at midnight of any week shall be paid a weekend premium as per Schedule "B".

- 19.06 During overtime work the Employer shall provide a meal allowance of fifteen dollars (\$15.00) as noted herein to any employee who has completed of two (2) hours either at the beginning or the end of their regularly scheduled shift and then again thereafter every four (4) hours.
- 19.07 Employees who are requested to work overtime but who refuse, shall be charged with the hours worked. A list of the employees' total overtime hours worked shall be posted weekly. The overtime policy will be incorporated into the Collective Agreement as a Letter of Understanding.
- 19.08 **Arena Employees / Standby** -Arena employees are required, during certain times of the year, to report to the arena throughout the day and night to perform maintenance inspections on the equipment and facilities. During these periods, employees who perform such duties shall receive a daily standby allowance equal to four (4) hours at their regular hourly rate and, in addition, be paid for any time worked -at the prevailing overtime rate.

Article 20- Sick Leave and Disability Benefits

- 20.01 All employees shall be entitled to leave from employment while disabled from performing the duties of employment because of personal illness or accident, subject to the limitation of this article. It is understood that the sick leave credits are for the personal illness of the employee only.
- 20.02 Employees shall be entitled to sick leave credits of one and one half (1½) days per month worked, which credits may be accumulated. However, no payment shall be made for accumulated credits on termination of employment.
- 20.03 Any employee deemed as being temporarily disabled from performing the duties of his or her employment as a result of personal injury and/or illness, shall be entitled to payment under WSIB, the weekly and/or long term group insurance plans defined by this Agreement. Subject to the provisions of Articles 21 and 23, the employer agrees to make up the difference between WSIB and/ or any Group Disability Insurance coverage payments and the employee's net (take home) pay for any employee while absent due to such illness and/or injury using the individuals accumulated sick leave credits and/ or outstanding vacation time.
- 20.04 (a) An employee absent because of personal illness or accident, shall cause his or her immediate superior or be notified, in the case of office and non-shift personnel, not later than one-half (½) hour after the commencement of his or her working day and in the case of shift personnel, not later than one (1) hour prior to the commencement of his or her shift.
- 20.04 (b) (i) In all cases, where an employee is absent due to personal illness or accident for more than three (3) consecutive working days, the employee shall furnish a report completed and signed by a duly qualified medical practitioner, confirming that the employee was disabled.
- (ii) In all cases, where an employee is absent due to personal illness or accident, upon immediate request, the employee shall furnish a report completed and signed by a duly qualified medical practitioner, confirming that the employee was disabled. Such a report shall be paid for by the employer.
- 20.05 Employees shall arrange for eye examinations, medical and dental appointments -whenever possible - outside of normal working hours. If this is not possible, the employee shall schedule appointments at such a time so as to cause the least interruption in the daily work routine. If so scheduled, the full period of absence will be charged against their accumulated sick leave credits.

20.06 The Employer shall provide protection to its employees from loss of income while so disabled, as limited by this article.

Article 21- Workers Compensation

21.01 The Employer hereby agrees that there shall be no reduction in any employment benefit due to hours absent as a result of sickness and/or injury which has arisen out of, or in the course of, employment; this includes- but is not limited to -seniority, pension credits, vacation entitlements, and healthcare benefits.

21.02 Any employee certified by the Workplace Safety and Insurance Board as being disabled from performing the duties of his or her employment as a result of personal injury arising out of or in the course of his or her employment, and to be entitled to Worker' s Compensation as a result thereof, shall be entitled to payment by the employer, without charge or deduction from sick leave credits accumulated, on his or her regular pay days to the full amount of his or her regular pay at the date of such payment, for days missed while so disabled less any indemnity from Worker' s Compensation, under the group policy aforesaid, the Canada Pension Plan, or any other source relating to his or her employment for a period of six (6) months from date of such disability. In the event of disability continuing longer than six (6) months, the employer agrees to make up the difference between any Worker's Compensation payments and the employee's net (take home) pay using the individuals accumulated sick leave credits.

21.03 In the event that there is a legislated waiting period enacted which must be served prior to the employee becoming eligible to receive benefits from the Workplace Safety and Insurance Board (WSIB), it is expressly understood that the employee will continue to be paid by the employer (with any such being deducted from the accumulated sick leave credits of the employee). As a result, they shall not receive less than their normal gross weekly earnings (less any normal deductions) from the date of the accident and/or onset of illness.

Article 22- Group Health Insurance Plans

22.01 During the life of this Agreement, the Employer agrees to pay one hundred percent (100%) of the premium costs for the group health benefits listed herein. In so doing, coverage will be provided for: all employees, their spouses and/or eligible dependents (including overage dependents as defined by Green Shield); employees receiving disability benefits (including, but not limited to STD, L TD, OMERS Disability, and/or CPP Disability); retirees, their spouse and/or their eligible dependents and; in the event of the death of an active employee or retiree - their surviving spouse and/or eligible dependents. The Plan will include the following;

- a) The Employer Health Tax
- b) Green Shield Supplementary Plan for Semi Private Hospital Care
- c) Green Shield Apoth-O-Care Drug Plan #3 (Product Selection)- with prescription copayment of one dollar (\$1.00)
- d) Green Shield Dental Plan 14- including Orthodontic coverage to a maximum of two thousand dollars (\$2,000.00) and Bridges and Crowns to a maximum of one thousand dollars (\$1,000.00) lifetime at fifty percent (50%)(Town pays half and employee pays half for each procedure).
- e) Green Shield Vision Care Plan 7- providing two hundred and fifty dollars (\$250.00) every twenty four (24) months or two hundred and fifty dollars (\$250.00)every twenty four (24) months towards the cost of laser eye surgery.

f) Green Shield Audio Plan H 1- including Hearing Aids

g) Green Shield Extended Health Services Plan - including Out of Province Travel Assistance (Plan QK for active employees and Plan QJ for retirees); Private Nursing Care (with an annual cap for private duty nursing care of fifteen thousand dollars (\$15,000.00); Chiropractic therapy and; Homeopathic Treatment Programs; Massage therapy one hundred and fifty dollars per year (\$150.00/year) [being thirty dollars per visit (\$30.00/visit) for five visits with a registered massage therapist]; Orthotics four hundred dollars (\$400.00) every thirty-six (36) months.

22.02 Retirees, for the purpose of this clause, shall be defined as former full-time employees who had at least ten (10) years of full time service with the Employer who are eligible for a pension under the OMERS Plan; who are eligible for coverage under the group health insurance plans and; who have resigned their employment:

i) at age sixty-five (65) or after

ii) before age sixty-five (65) but on a pension from OMERS

iii) by reason of long term disability, covered under the LTD Plan (outlined in this Agreement) and/or the OMERS Disability Plan

22.03 Benefits on Lay-off: The employer agrees to pay one hundred percent (100%) of the premium costs to provide benefit coverage as defined hereafter for all laid off employees. The Corporation will continue to provide benefits (in accordance with the terms and provisions of this Agreement) for all laid off employees at a rate of one (1) month for every year of service until the affected employee gains other permanent employment or for a period not to exceed one (1) year following the effective day of the lay-off (whichever is less). In order to qualify for such entitlement, an employee must have at least five (5) years service with the Corporation.

Article 23- Pension and Insurance

23.01 The employer and the employees shall participate in the Ontario Municipal Employees Retirement System (OMERS) Basic Plan and the Canada Pension on an integrated basis.

23.02 The employer shall enroll all employees in an OMERS Type I -100% Supplementary Pension Benefit Plan to provide supplementary pension benefits for credited service with the Municipality.

23.03 The employer shall pay the full premium cost to provide life insurance coverage for all employees under a group policy. The policy will provide coverage equal to one and one-half times (1½ x's) the employee's basic annual earnings [to the next highest one thousand dollars (\$1,000.00)], with triple indemnity in the event of accidental death.

23.04 The employer agrees to bear all of its administrative costs in the implementation of a voluntary payroll deduction plan for the employees.

23.05 The Employer agrees to continue to pay the employees their regular net (take home) pay while absent from work due to illness or accident during any waiting period for disability benefits.

23.06 The employer shall pay the premiums on a policy of group insurance providing weekly indemnity to all employees, disabled from performing the duties of their own employment because of, and during the first two (2) years after, the onset of personal illness or after a personal accident, and thereafter from performing the duties of any employment, in an amount which, together with Canada Pension Plan

payments receivable (excluding children's benefits), Worker's Compensation payments receivable and any other indemnity receivable referred to in the policy, would equal seventy-five percent (75%) of the weekly base pay at the commencement of disability of the affected employee, to a maximum of three thousand five hundred dollars (\$3,500.00) per month, with entitlement to such weekly indemnity payments to commence on the fifteenth (15th) day on continuous disability and to continue until, in the first two (2) years, the employee can return to and perform all of the duties of the regular occupation of such employee, and thereafter until the termination of disability or rehabilitation as provided in the policy, or the death or sixty-fifth (65th) birthday of the affected employee, which ever shall first occur .

- 23.07 a)** Any employee deemed as being temporarily disabled from performing the duties of his or her employment as a result of personal injury and/or illness, shall be entitled to payment under the weekly and/or long term group insurance plans defined by this Agreement. The employer agrees to make up the difference between any Group Disability Insurance coverage payments and the employee's net (take home) pay for any employee while absent due to such illness and/or injury using the individuals accumulated sick leave credits.
- 23.07 b)** In the case of extended absences, proof of acceptance of a claim by the group insurer aforesaid, and continuing payment of indemnity under the group policy shall constitute prima facie, but not conclusive proof of disability caused by personal illness or accident.
- 23.07 c)** Any misrepresentation of fact by an employee to the employer or the Insurer under the group policy aforesaid may be sufficient grounds for disciplinary action -subject to challenge through the grievance and arbitration procedures defined herein.

Article 24- Vacations & Service Pay

- 24.01 (a)** All employees shall be entitled to vacation with pay annually as follows: -
After one (1) year continuous employment --two (2) weeks
In and after the Third (3rd) calendar year --three (3) weeks
In and after the Eighth (8th) calendar year --four (4) weeks
In and after the Fourteenth (14th) calendar year --five (5) weeks
In and after the Twenty second (22) calendar year --six (6) weeks
- 24.01 (b)** Employees shall submit vacation requests by February 23rd in each calendar year and all vacation shall be determined by March 23rd in any year and the choice of vacation period shall be according to seniority. Should an employee's vacation be cancelled or postponed, the employer agrees to provide full reimbursement for any deposits, cancellation fees or other such expenses incurred by the employee for such action.
- 24.03 (a)** All vacations shall be taken during the calendar year after which they were earned except vacations unused because of sickness or accident. Vacations unused because of sickness or accident shall be taken in the year of return to work or, if impractical to schedule, in the following year or paid at the prevailing rate at the end of the qualifying year .If the sick or injured employee should retire (either voluntarily or pursuant to Article 20), or should die, the vacation entitlement of such employee shall be paid, at the regular pay rate applicable to such employee at the time of retirement or death, to such employee or the estate of such employee.
- 24.03 (b)** Once an employee's vacation has been requested and subsequently approved by the Employer, it shall not be cancelled, postponed, or interrupted by the Employer except in the event of a Municipal emergency. Should an employee's vacation be cancelled or postponed, the employer agrees to

provide full reimbursement for any deposits, cancellation fees or other such expenses incurred by the employee for such action.

24.03 (c) Vacation Pay - if requested in writing at least two (2) weeks in advance -shall be paid to all employees prior to their vacation with all normal deductions reflected on any such advance.

24.04 Service Pay will be paid annually to all current employees (as of December 31, 2000) in the following manner:

In the sixteenth (16th) calendar year – twenty-five dollars (\$25.00) plus five dollars (\$5.00) per year for each year of service to be paid on the first day on December. An employee retiring shall be paid Service Pay for the year, in which he retires. In the event of an employee's death, Service Pay - if unpaid for the year of his death -shall be paid to his estate.

Article 25 -Paid Holidays

25.01 Days to be recognized as statutory holidays with pay, during the year shall be one (1) full day prior to New Year's Day, New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Day, Labour Day, Thanksgiving Day, Remembrance Day, One Full Day prior to Christmas Day, Christmas Day, Boxing Day or the day which may be proclaimed as the effective legal holiday for the days previously set forth and any other day which be proclaimed as a holiday by the Governor General, Lieutenant Governor in Council and/ or the Mayor .

25.02 (a) When a Paid Holiday falls on the weekend and no other day is proclaimed as said Holiday, the employees shall be granted the Friday preceding such Holiday or the Monday following such Holiday off with pay at the option of the employer.

25.02 (b) This does not apply to employees who absent themselves without leave on the working day immediately before or after said holiday, or to the employees who are absent with leave either the working day before or after said holiday, when that leave has been granted for a period longer than one (1) day.

25.03 When a legal holiday falls within an employee's vacation period such holiday shall not be counted as a vacation day, but shall be allowed to the employee at a time mutually satisfactory to the employee and the employer.

25.04 The Town of Amherstburg Municipal Offices will be closed between Christmas Eve and New Years day inclusive. It is understood and agreed that to facilitate such a shutdown, Employees will be required to schedule either vacation time and/or time off banked in lieu of overtime on those days not recognized as Paid Holidays during this period. It is further agreed that, in the event of an emergency [as defined in Article 2.03(a)] arising during what would otherwise have been the normal working hours of the employees covered by the terms of this Agreement, said Employees - if required to report to work -shall be paid at one and one-half times (1½ x's) their regular hourly rate for those hours worked during their otherwise normal shift and at the applicable overtime rate for all hours worked thereafter in addition to their pay for the scheduled time off.

Article 26 -Bereavement Leave

26.01 Four (4) regular working days off with pay shall be granted (for the purpose of attending the funeral) in the event of the death of the immediate family which would include: mother, father, sister, brother, spouse, common-in-law spouse, child.

Three (3) days, mother-in law, father-in-law, sister-in-law, brother-in-law, son -in law, daughter-in-law, step-mother, step-father, step-sister, step-brother, step-children and their spouses, grandchild, grandparents, grandparents-in- law, step-grandparents, step- grandchildren.

26.02 In the event of the death of any other relative or of a member of the staff, time off with pay may be granted (for the purpose of attending the funeral) not to exceed one (1) day, except by special permission of management personnel.

26.03 In the event that the death occurs during an employee's vacation or on a Paid Holiday (as defined by this Collective Agreement), they will be entitled to an extension of their vacation (or another day off with pay in the case of a Paid Holiday) equal to the time off for bereavement leave which they otherwise would have been granted had the death not occurred.

Article 27 --Maternity/Parental Leave

27.01 Leave of absence without pay shall be granted due to pregnancy pursuant to the provisions of the Employment Standards Act, and during such leave of absence, seniority shall accrue for the purpose of vacation entitlement and priority in the event of lay-off as specified under the Employment Standards Act. When the leave of absence has expired, the Employee shall be entitled to resume his/her former job at the same rate of pay, and with the same benefits previously enjoyed.

Article 28- Other Leaves of Absence

28.01 Jury Duty and Crown Witness -An employee who is absent from work due to jury duty, or testifying as a Crown witness shall continue to receive his or her regular wages providing the employee gives notice of serving and submits proof of having served on jury duty or as a witness. The pay received by the employee for serving on jury duty or as a crown witness shall be remitted to the employer less actual expenses.

28.02 Personal Time Off -An employee may use up to three (3) days per calendar year of accumulated sick leave for personal business under the following conditions: -

- 1) The days are not taken on consecutive workdays or in conjunction with vacation or holidays, except in the case of emergency;
- 2) At least ten (10) days of unused accumulated sick leave will remain;
- 3) It will not cause undue inconvenience to the employer;
- 4) The request is made promptly at the time the need is determined and, except in case of an emergency, no later than four (4) hours prior to quitting time of the work day preceding the requested day off.

Article 29 -Equipment and Accident Prevention

29.01 Outside & Arena Staff - The employer shall supply, without expense to the employee, rubber boots, rubber coats, rubber pants, hooded jackets, hard hats, gloves, coverall and necessary tools where required and while engaged in the duties for the Town. The employee agrees to promptly report any defects in equipment to his foreman or department head. The employee also agrees to take every precaution for the prevention of accidents.

29.02 Outside & Arena Staff: The employer shall contract with a supplier or suppliers to supply:

- (1) Three (3) pairs of work pants, three (3) work shirts and one (1) spring jacket annually on presentation of the worn former issue;

- (2) Either insulated coveralls or overalls and winter parka where necessary for those normally performing outside duties, and thermal boots and liners to be replaced upon presentation for the former issue;
- (3) The employer shall have replacements supplied for any of the articles named in 29.02 (1) or 29.02 (2) if damaged in work so as to be no longer being usable.
- (4) It is understood that the employer shall provide any clothing entitled in accordance with this Article to the employees covered by this agreement no later than April 1st of each calendar year.

29.03 Outside & Arena Staff: The employer shall provide a maximum annual allowance of two hundred and fifty dollars (\$250.00) annually (upon submission of receipts) for the purchase of safety footwear subject to the limitation that such safety footwear will be replaced upon presentation of the former issue.

Article 30 -Municipal Health & Safety Program

- 30.01** The Town of Amherstburg is vitally interested and committed to the protection from accidental loss to its employees and property, and on January 9, 1995, the council for the said Town of Amherstburg did unanimously adopt a "Resolution" approving a Municipal Health & Safety Program Policy & Procedures Manual. Such action, in accordance with the Occupational Health & Safety Act, has established a Health & Safety Committee who will be required to meet on a regular basis in accordance with the Act and more specifically as set out in "Addendum 1 of the Town ' s Health & Safety Policy & Procedures Manual."
- 30.02 (a)** Each employee will report any defect in tools or safety equipment to his/her immediate Supervisor. It is agreed that a minimum of two (2) hours with pay each month will be allowed, as best arranged by the Supervisor or his/her delegate for training in First Aid, resuscitation and accident prevention methods. It shall be the duty of the Supervisor, or any employee so designated, to see that this is practiced, accident prevention methods discussed, inspection of tools and recommendations made, by him/her and returned to the department head on a form to be provided.
- 30.02 (b)** The Corporation and the employees shall use as a guide for safety, the Occupational Health and Safety Act of Ontario.
- 30.02 (c)** The Corporation acknowledges that it shall act in compliance with the terms and provisions defined in the Occupational Health and Safety Act.

Article 31 -Pay Days

- 31.01** Wages shall be paid weekly with direct deposit being mandatory and pay periods shall be deemed to commence on Sunday of each week and payments shall be made on each Thursday, following the close of each pay period. Pay stubs shall include hours worked and hours of overtime worked. As of January 1, 2001 all new employees will be required to enroll in direct deposit
- 31.02** When an employee is requested to use his personal vehicle for the business of the employer, he shall be paid the sum of fifty cents (\$0.50) per kilometer or as per town policy whichever is the greater for the use of such vehicle.

Article 32 -Duration of Agreement

- 32.01** This Agreement shall become effective on January 1st, 2007 - and remain in full force and effect until December 31st, 2010- and thereafter, from year to year, unless within a period of not more than ninety (90) days and not less than thirty (30) days prior to the expiration date in any year, either party gives notice in writing to the other party of its' desire to bargain on amendment or revisions to the Agreement.

32.02 This Agreement shall be binding upon the successors of the parties hereto, insofar as it is within the power of the parties hereto, respectively to bind any successors, in the event that the Town is amalgamated, merged, consolidated, united or otherwise joined with one or more municipalities, subject to applicable statutory restrictions or limitations as defined by the Labour Relations Act or other relevant legislation.

32.03 During the discussion or negotiation of any proposed renewal, change, amendment or revision of this Collective Agreement, (either in whole or in part), the Agreement in the form in which it may be at the commencement of such negotiations shall remain in full force and effect until mutually acceptable terms of settlement have been agreed upon between the Parties or until the Conciliation process available from time to time under the Labour Relations Act (or any successor legislation) has been exhausted.

Article 33 -Wages

33.01 Schedule "A" hereto annexed, sets out the job classifications and wage rates for office, outside and Arena workers to be in effect during the life of this Agreement. The Parties hereby confirm the adoption of this schedule and that for all purposes it shall be deemed to be part of this Agreement.

33.02 Schedule "B" -Shift Premiums

Effective Dates	01/01/07	01/01/08	01/01/09	01/01/10
Shift Premium	\$ 1.05	\$ 1.05	\$ 1.05	\$1.05
Weekend Premium	\$ 1.10	\$ 1.10	\$ 1.10	\$1.10

Shift premiums shall not be combined with overtime pay.

33.03 Special provision is hereby made, separate and apart from the other provisions in this Agreement as follows:

(a) On or about April 15, 1991 Mr. Ross Sinasac accepted a transfer from the Amherstburg Sewage Treatment Plant to the Amherstburg Public Works Department. Upon his transfer, it was acknowledged that he would retain (and continue to accrue) seniority with the Employer (from his original date of hire) but only for the purpose of: vacation entitlement, service pay, retirement (ie: pension credits), sick leave and disability benefits. However, it is hereby understood and agreed that: for the purposes of vacation scheduling (and/or preference), job posting, promotion, demotion, transfer, layoff, recall or re- employment, the employee's seniority shall be recognized in accordance with the list attached hereafter to this Agreement.

(b) For the purpose of Pay Equity, the classifications of Utility Mechanic, Backhoe Operator and Labourer will remain as a phantom comparators- if required to satisfy the provisions of the Act.

33.04 The "On-Call" System is a method of ensuring residents and other authorities are able to contact Public Works Supervisors of emergency situations pertaining to the Towns Infrastructure. At present this responsibility lies with Public Works Department management and additional delegated Union employees as determined by the Manager of Public Services. For after hours calls the present system has superintendents responsible for their area of expertise, but in the event the superintendent is not available, the Lead Hand or appointed Temporary Crew Leader takes the calls. If both the Superintendent and the appointed union staff are not available, the Lead Hand or appointed union staff are not available, the calls are then made to the Manager of Public Services. Superintendents do not receive additional compensation for "On Call" issues. Union Staff receive one hour at their normal hourly rate for filling the calls. If actual site attendance is required, the existing overtime provisions prevail.

Presently 1 hour of payment to the union employees for carrying a cell phone for the after hours "On Call" duty is not embodied in the Collective Agreement.

Presently, overtime hours are not pensionable earnings.

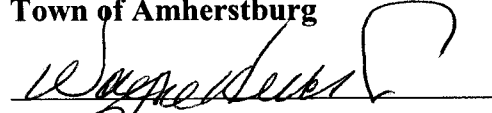
Article 34 -General

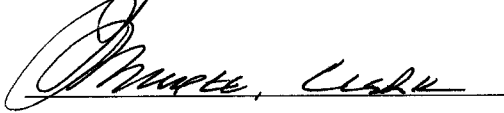
- 34.01 Copies of Agreement:** The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and his or her rights and obligations under it. For this reason, the employer shall print (at their own expense) and distribute sufficient copies of the Agreement to all employees within a reasonable time following ratification.
- 34.02 Training:** A policy will be established to outline the obligations and guidelines to be followed to ensure that all employees are afforded an opportunity to maintain or enhance their skills and education.
- 34.03 Bulletin Boards:** Bulletin boards shall be furnished (at all work locations) by the Corporation for the Union's use, for the purpose of posting notices to Union members. The Union agrees that it shall confine such posted notices to information concerning Corporation-Union relations and matters of concern to Union members. The Union further agrees it shall not post any notices that are derogatory or inflammatory in nature. Postings on bulletin boards shall be done by the Chief Union Stewards or their designated representatives.
- 34.04 License and Professional Fees** -The employer shall pay the license and professional fees (together with all associated costs and/or membership fees) which must be maintained or renewed as a condition of employment for all employees covered by this Agreement -this includes, but is not limited to, Automotive Technician (Mechanic) licensing, Refrigeration Certification, difference between the cost of G and Class DZ drivers license, Pesticide Applicator license, Water Distribution and/or Wastewater Certification etc.
- 34.05** The Employer will provide, through coverage held and paid for by the Corporation, insurance against loss and/or damage to the personal tools of the mechanic while on or in Municipal property or being used on the job.
- 34.06 Personnel Files** -Employee Access -By appointment, employees may -during normal business hours - review the contents of their personnel file in the presence of a representative of the Corporation. Any employee may put into his or her personnel file, a letter of rebuttal of any documented action taken against said employee. Whenever any incident - whether favourable or unfavourable - occurs and a record of such is made by the employer, the employee will be furnished with a copy of said correspondence in order that they may have an opportunity to correct the record (if necessary). If this provision is not complied with, no such incident will be considered a matter of record and therefore will not be used against an employee in any manner.

In witness whereof, the parties hereto have hereunto set their respective seats, duly witnessed by their respective authorized signing officers in that behalf.

Dated this 25th day of July, 2007 at the Town of Amherstburg.

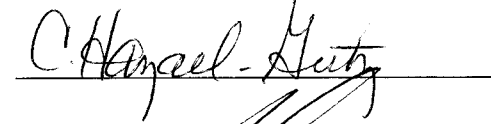
For the Corporation of the
Town of Amherstburg





For the Union









LETTER OF UNDERSTANDING "A"

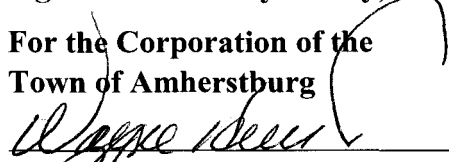
For the purpose of fair, consistent and equitable overtime distribution among those persons normally performing the work, the parties hereto agree to the following:

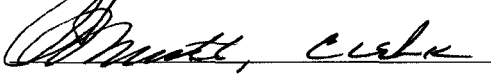
1. Whenever overtime opportunities arise in the Public Works Department, such work will be assigned to qualified employees in the classifications of Equipment Operator.
2. The opportunity for overtime shall be distributed on a rotational basis using a "total hours concept" in each calendar year based on an established overtime list.
- 2.1 The list will be started afresh with zero hours charged to each employee on January 1st of each calendar year. Persons eligible for overtime shall be placed on the list according to their seniority.
3. At the beginning of each new cycle, overtime will be offered to the eligible employees based on seniority. Thereafter, overtime will be offered first to the employee(s) with the lowest number of accumulated hours.
4. New employees shall not be assigned to the overtime list until they have successfully completed their probationary period.
5. Employees added to the overtime list will be charged with the average number of hours on the list at that time.
6. Each person will be charged for overtime worked or refused, or if they are unavailable for work, for the maximum number of hours worked by another employee on the list who worked on the same job. "Unavailable" means that the person has been asked to work and cannot or; the first attempt to reach them by telephone is unsuccessful or; it is known that they are ill, on vacation, attending training courses at the request of the employer, on bereavement leave or, not available for any other reason. If an individual is ill on the date that "planned" overtime is being scheduled, they will be considered unavailable to work the scheduled overtime.
7. Employees absent from work due to illness or vacation shall not be eligible to work any applicable overtime until they have returned to work on their next regularly scheduled work day.
8. Employees performing modified duties shall not be charged for overtime hours they are not able to work as a result of their restrictions.
9. Employee returning from an absence of illness or disability longer than two (2) weeks in duration, shall be charged the average number of overtime hours that had been worked throughout their absence.

It is hereby understood and agreed that these terms and conditions may be altered but only upon written mutual consent between the parties.


Signed this 25th day of July, 2007 at Amherstburg, Ontario.

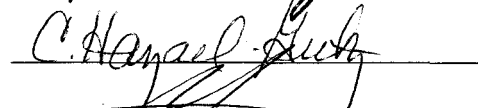
For the Corporation of the
Town of Amherstburg

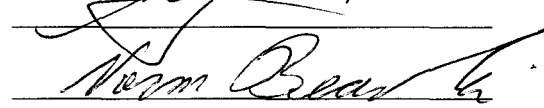




For the Union







Schedule "A" -Classifications & Wage Rates

Includes all employees in the classifications of:

- Accounting Clerk
- Tax Clerk
- Administration Clerk
- Receptionist/Clerk
- Building Department Clerk
- Planning Department Clerk
- Public Works Clerk
- Equipment Operator
- Arena Attendant

	<u>01/01/07</u> (2.0%)	<u>01/01/08</u> (2.5%)	<u>01/01/09</u> (2.5%)	<u>01/01/10</u> (2.5%)
5 years or more	\$25.42	\$26.06	\$26.71	\$27.38
1 to 4 years	\$23.61	\$24.20	\$24.81	\$25.43
1 st year	\$23.00	\$23.58	\$24.17	\$24.77
Class A Mechanic	\$28.40	\$29.11	\$29.84	\$30.59

A premium shall be paid at the following rates for the holders of the following licences:

- a) Refrigeration Class B \$0.50 per hour
- b) Wastewater Collection Licence (WC-1) \$0.75 per hour
- c) Water Distribution Class 1 Licence (WD-1) \$0.75 per hour
- d) Water Distribution Class 2 Licence (WD-2) \$1.50 per hour
- e) Water Meter Installer Licence (WMI) \$0.50 per hour

It is understood that the premium shall be paid for the full day inclusive of overtime when the employee carries out the work for which the licence is required for any day or portion thereof. There shall be no pyramiding of these premiums. The employee will be paid the higher of the premiums in the event that the employee performs work one or more of the areas requiring a licence in the same day.

* As the changeover date designated for the establishment of the new Town of Amherstburg; all employees of the former Town of Amherstburg, Anderdon Township, Malden Township and Amherstburg, Malden & Anderdon Arena Board, will be reclassified and/or "levelled up" in accordance with the classifications and wages outlined in this schedule -effective January 1, 1998 (including full seniority recognition -for wage purposes only -for Charles Squire and Ross Sinasac).

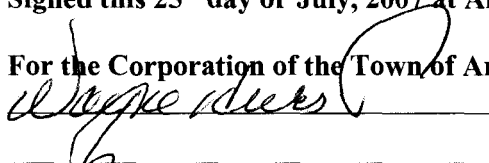
**LETTER OF UNDERSTANDING "B"
LEAD HAND POSITION**

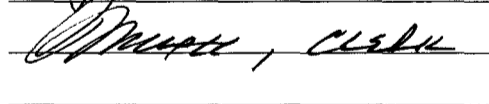
1. Four Lead Hand positions will be identified in each of the following areas
 - a) Parks and Forestry:
 - b) Water and Sewers
 - c) Building Maintenance
 - d) Roads
- 1.1 One (1) Lead Hand position will be identified at the Arena.
2. The principal responsibilities of the Lead Hand is to assist the Superintendents in their absence which shall include but not be limited to
 - a) planning of daily activities
 - b) assignment of duties
 - c) direction and general guidance on site and
 - d) overseeing the work.
3. The Lead Hand position will be posted internally for which qualifications, certification and related experience will be the governing factors; where these are deemed equal, seniority shall prevail.
4. Any employee who is awarded to a Lead Hand position shall be paid a premium of \$2.00 per hour higher than their regular wage for any and all time worked in said position.
5. The Lead Hand positions within the Public Works Department shall be reviewed yearly by the Manager of Public Services.
 - 5.1 A person in the Lead Hand position at the Public Works Department may be relieved of such duties if so determined by the Manager of Public Services.
 - 5.2 The Lead Hand position at the Arena shall be reviewed yearly by the Manager of Recreation Services.
 - 5.3 A person in the Lead Hand position at the Arena may be relieved of such duties if so determined by the Manager of Recreation Services.
6. The person in the position of Lead Hand may at any time decide to terminate his position of Lead Hand.
7. The Lead Hand position will receive direction from a Supervisor as designated by the Manager of Public Services and as well may receive direction from time to time from the Manager of Public Services.
 - 7.1 The Lead Hand position at the Arena will receive direction from the Manager of Recreation Services.
8. Nothing in this Letter of Understanding shall be interpreted as creating separate sub-departments.

It is hereby understood and agreed that these terms and conditions may be altered but only upon written mutual consent between the parties.


Signed this 25th day of July, 2007 at Amherstburg, Ontario.

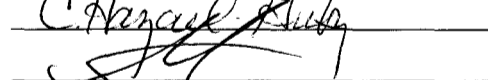
For the Corporation of the Town of Amherstburg






For the Union







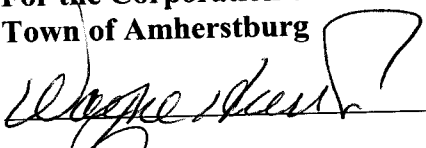
**LETTER OF UNDERSTANDING "C"
TEMPORARY CREW LEADER POSITION**

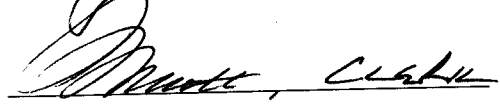
1. Under certain conditions the employer may deem it necessary to establish the position of Temporary Crew Leader. This position shall be for the sole purpose of providing direction and instructions to a work crew for a limited time. The term of the assignment shall not exceed ten (10) consecutive working days unless otherwise agreed.
2. Any employee who is transferred to a temporary crew leader position shall be paid a premium of \$1.25 per hour higher than their regular wage. It is further understood if an employee is assigned as a crew leader for any day or portion thereof, their wages for the entire day shall be paid as crew leader inclusive of overtime

It is hereby understood and agreed that these terms and conditions may be altered but only upon written mutual consent between the parties.

Signed this 25th day of July, 2007 at Amherstburg, Ontario.

**For the Corporation of the
Town of Amherstburg**





For the Union

