

**CORPORATION OF  
THE TOWNSHIP OF BONNECHERE VALLEY**

**BY-LAW NO. 2012-070**

**A BYLAW CONCERNING THE COLLECTIVE AGREEMENT WITH THE  
CANADIAN UNION OF PUBLIC EMPLOYEES (C.U.P.E)  
LOCAL 4524**

**WHEREAS** the Corporation of the Township of Bonnechere Valley deems it advisable to ratify by by-law the Collective Agreement with the Canadian Union of Public Employee (C.U.P.E) Local 4524

**NOW THEREFORE** the Council of the Corporation of the Township of Bonnechere Valley enacts as follows:

1. All provisions as outlined in Schedule "A" attached, and forming the Collective Agreement between the Corporation of the Township of Bonnechere Valley and C.U.P.E Local 4524, shall form the basis of wage rates and working conditions for the period of January 1, 2012 through to and including December 31, 2016
2. All amendments shall be presented to Council in the form of a replacement by-law.
3. In conjunction with the provisions of the Chief Administrative Officer's By-Law, 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, 2012.

READ A FIRST AND SECOND TIME THIS THE 16<sup>TH</sup> DAY OF OCTOBER, 2012.

READ A THIRD TIME AND PASSED THIS THE 16<sup>TH</sup> DAY OF OCTOBER, 2012.

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Mayor Jennifer Murphy

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CAO Bryan Martin

**COLLECTIVE AGREEMENT**

between

**THE CORPORATION OF THE TOWNSHIP  
OF BONNECHERE VALLEY**

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
and its LOCAL 4524**

***CUPE-SCFP***

**January 1, 2012 to December 31, 2016**

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

### **1X/1 ARTICLE 1 — COVERAGE AND PURPOSE OF AGREEMENT**

The Employer recognizes the Canadian Union of Public Employees and its Local 4524 as the sole and exclusive Collective Bargaining Agent for all Roads Department employees and all Waste Site employees of the Corporation of the Township of Bonnechere Valley in the Township of Bonnechere Valley, save and except supervisors and persons above the rank of supervisor.

- 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 the many services.

- 2.02** The Union recognizes that the Employer has all the regular and customary rights of Management except insofar as such rights are modified or limited by this Collective Agreement. The questions as to whether one of these rights is modified or limited by this Agreement may be decided through the Grievance and Arbitration Procedure. Without limiting the generality of the foregoing, the regular and customary rights of Management shall include the right:

- (a) to hire, discharge, direct, transfer, classify, promote, demote, suspend, discipline, 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.
- (c) The Employer shall exercise their rights in a fair and reasonable manner.

### **2.03 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.

#### **2.04 Harassment**

The Corporation of the Township of Bonnechere Valley is committed to providing a respectful working environment in which all individuals are treated with respect and dignity. All employees have the right to freedom from harassment in the workplace. The harassment of any employee constitutes serious misconduct and will be subject to disciplinary measures.

Harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known as unwelcome. Harassment can be either psychological or physical or it can be a combination of both. It is any behaviour, whether deliberate or negligent, which denies individuals their dignity and respect, is offensive, embarrassing or humiliating to the individual and adversely affects the working environment.

There shall be no retaliation against anyone who makes a complaint in good faith or cooperates in the investigation of a complaint of harassment.

#### **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 Negotiations**

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

#### **2.09 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:

- (1) job descriptions
- (ii) number of positions in bargaining unit
- (iii) names of bargaining unit members

- (iv) home addresses of bargaining unit members
- (v) list of employer officers and addresses for correspondence

## **2.10 Bargaining Committee**

The Employer acknowledges the right of the Union to establish a bargaining committee to represent the Union for the purpose of bargaining a renewal Collective Agreement, or for the purpose of engaging in discussions which may become necessary with respect to the amendment of this Agreement by consent of both parties. This committee will consist of not more than two (2) members of the bargaining unit designated by the Union. The Bargaining Committee may be assisted by a representative of the Union who is not an employee of the Township

## **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 shall be in writing 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(s) must first have brought the issue/complaint to his/her immediate supervisor. The employee, who may be accompanied by a Union representative, shall take the matter up verbally with the Works Superintendent within seven (7) working days of the date upon which the employee(s) first became aware, or should have become aware of the facts giving rise to the complaint. Failing satisfactory resolve, within three (3) working days, then, the formal process shall commence at Step 1.

### **Step 1**

Failing satisfactory settlement being reached in the complaint stage, the employee(s) concerned, shall within seven (7) calendar days submit the grievance to the Chief Administrative Officer/Clerk. The Chief Administrative Officer/Clerk or their designate shall meet with the employee(s) and their Union representative within ten (10) calendar days of the receipt of the grievance and shall render a decision in writing within ten (10) calendar days after the meeting.

### **Step 2**

Failing settlement at Step 1, the matter may be referred to Arbitration within thirty (30) working days after the final decision is given at Step 1.

## **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, Steps 1 and 2 of the Grievance Procedure may be by-passed by mutual agreement of both parties.

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

The time limits fixed in both the Grievance and Arbitration Procedure may be extended within reason by consent of both parties.

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

Grievance concerning layoffs and recalls shall be initiated at Step 2 of the grievance procedure.

**3.05** It is agreed by both parties to submit any such difference to Arbitration, as defined in the *Ontario Labour Relations Act* as amended from time to time.

**3.06** It is agreed by both parties that each party shall be responsible for all costs involved by their own nominee to the Arbitration Board and that they shall share equally, all costs and fees charged by the Chairman of the Board.

### **3.07 Names of Stewards**

The Employer agrees to recognize two (2) stewards from within the bargaining unit. The Union shall notify the Employer in writing of the names of each steward before the Employer shall be required to recognize him.

### **Permission to Leave Work**

The Union acknowledges that stewards, members of the committees and Union officers have regular duties to perform on behalf of the Employer and will not absent themselves from their regular duties unreasonably in order to deal with the grievances of employees or with other Union business. Any absence must first be approved by the Employer or his representative. Such approval will not be unreasonably withheld.

### **3.08 Discipline and Discharge**

An employee who has completed his probationary period may be dismissed, but only for just cause. When an employee is discharged or suspended, he shall be given the reason in the presence of his steward. Such employee and the Union shall be advised promptly in writing by the employer of the reason for such discharge or suspension.

### **May Omit Grievance Steps**

An employee considered by the Union to be wrongfully or unjustly discharged or suspended, shall be entitled to a hearing starting under Step 1 of the grievance procedure.

### **Clearing of File**

No offense shall be used against an employee after twenty-four (24) months for suspensions, 18 months for written warnings and 12 months of verbal warning of its commission, provided that no similar offense was committed within this period.

## **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 Bylaws 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 deduction from the last pay of each month, and remitted monthly to the National Secretary-Treasurer of the Union. The Employer shall deduct from every employee any dues, initiations or assessments, levied in accordance with the Union Constitution and/or Bylaws and owing to the National Secretary-Treasurer of the Union at 1375 St Laurent Blvd., Ottawa, Ontario, K1G 0ZT, not later than the fifteenth (15<sup>th</sup>) day of the month following, together with the names of the employees, regular hours and overtime hours worked, 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.

### **4.02 Correspondence**

All correspondence between the parties, save and except grievance handling, 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.

(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 18 - Employee Benefit Plans

## **ARTICLE 6 — SENIORITY AND JOB POSTINGS**

### **6.01 Seniority Defined**

Seniority is defined as the length of continuous service with the Employer, and shall be credited back to an employee's original date of hire including with their predecessor Employer before the merger. Seniority shall be used in determining preference or priority for promotions, transfers, demotions, layoffs and recall, providing the senior person has the ability to perform the work involved. Seniority shall operate on a bargaining-unit-wide basis.

Part-time seniority and seniority for temporary and seasonal employees shall accumulate on the basis of one (1) year's seniority for each 1840 hours worked.

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 posted in the workplace.

### **6.02 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, save and except with respect to Article 2.04. 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.

**6.03**

I) 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.

II) 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 a reasonable excuse for his absence;
- (c) Is laid off for a continuous period of more than twenty-four months;
- (d) Fails to answer a recall as provided in Article 17 without a valid reason satisfactory to the corporation of the Township of Bonnechere Valley.
- (e) Is discharged for just cause 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.

**6.04**

**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 thereof.

**6.05**

Both parties recognize:

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

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

it is understood that there will be no requirement for the employer to post the lead hand assignment. It is further understood that no employee will be required to accept lead hand duties if they choose not to.

**ARTICLE 7 — SICK LEAVE PROVISIONS**

**7.01 Sick Leave 1 Short term Disability 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.

**7.02 Sick Leave / Short Term Disability Benefits**

After three months of service, all full time employees will be eligible to participate in the sick leave/ short term disability plan in accordance with the Township of Bonnechere Valley's policy of January 1, 2001. The short-term disability plan shall provide the following coverage for employees.

<b>Length of Service</b>	<b>100% of Salary</b>	<b>67% of Salary</b>
3 months but less than one year	1 week of sick leave	16 weeks of sick leave
1 year but less than 2 years of service	2 weeks of sick leave	15 weeks of sick leave
2 years but less than 3 years of service	3 weeks of sick leave	14 weeks of sick leave
3 years but less than 4 years of service	4 weeks of sick leave	13 weeks of sick leave
4 years but less than 5 years of service	5 weeks of sick leave	12 weeks of sick leave
5 years but less than 6 years of service	7 weeks of sick leave	10 weeks of sick leave
6 years but less than 7 years of service	9 weeks of sick leave	8 weeks of sick leave
7 years but less than 8 years of service	11 weeks of sick leave	6 weeks of sick leave
8 years but less than 9 years of service	13 weeks of sick leave	4 weeks of sick leave
Over 9 years of service	17 weeks of sick leave	0 weeks of sick leave

**ARTICLE 8 – ANNUAL VACATION AND STATUTORY HOLIDAYS**

**8.01** (a) All permanent employees who have completed the following years of service on July 1st of any year will be allowed the following paid vacation:

With more than one (1)  
year's service

Ten (10) working days

Beginning of three (3) year's service	Fifteen (15) working days
Beginning of eight (8) year's service	Twenty (20) working days
Beginning of seventeen (17) year's service	Twenty-five (25) working days

- (b) 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).
- (c) Vacation requests will be submitted to the Administrative Office by March 31<sup>4</sup>. Approved Vacation will be based on seniority. The Employer shall post a list of approved requests by April 30<sup>th</sup>. All vacation requests received after March 31<sup>5</sup> will be reviewed for approval based on date of receipt of request.

**8.02**

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

New Years Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving
Easter Monday	Day Christmas
Victoria Day	Day Boxing Day
Canada 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 in their first year of employment and one (1) additional day after the completion of one (1) year of service. 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.

**8.03**

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

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

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

**8.04 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.

**8.05** 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.

**8.06** 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.

**8.07 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 in which the employee receives payment for, he/she shall be allowed an additional vacation day with pay at a mutually agreed upon time between the employer and the employee.

**8.08 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.

**8.09 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.

**8.10 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.

**8.11 Notification to Employees**

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

**ARTICLE 9 - TOOLS, EQUIPMENT AND WORK CLOTHING**

**9.01** Council will provide all tools and equipment necessary to carry out work of the Corporation, including rubber coats, safety rubber boots, chainsaw safety boots, two (2) safety T-shirts, rubberized work gloves and two (2) pair of 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 Works

Superintendent, and equipment is to be kept in good repair. Employees will be provided with coveralls as required. Gloves, safety T-shirts and coveralls will be replaced at the discretion of the Works Superintendent.

### **9.02 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.

### **9.03 Safety Footwear Allowance**

Full time and Part time Employees who are required by nature of their job to wear safety footwear on a regular daily basis shall be provided the following annual allowance:

Full-Time - \$200.00 per annum for safety boots  
Part-Time - \$100.00 per annum

## **ARTICLE 10 – PROPER ACCOMMODATIONS**

- 10.01** (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 11 – HEALTH AND SAFETY**

- 11.01** The parties agree to abide by the *Ontario Health and Safety Act*, as amended, and its Regulations. The parties agree that Local 4524 will always be represented on the Joint Health and Safety committee by one (1) certified member from the Roads Department.
- 11.02** First Aid Kits shall be supplied by the Employer to each mobile unit of employees and in other appropriate locations of the Employer.

## **ARTICLE 12 — LEAVE OF ABSENCE**

### **12.01 Bereavement Leave**

An employee shall be granted up to three (3) days off without loss of pay when death occurs in his immediate family. Immediate family to mean father, mother, sister, brother, husband, wife, same sex partner, common-law relationship, son, daughter, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparents, grandchildren or other relative living with him. An employee shall be granted one (1) day off without loss of pay to attend the funeral of an aunt or uncle, grandparent-in-law or when acting as a pall-bearer.

**12.02 Maternity/Adoption/Parental Leave**

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

**12.03 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.

The Employer will continue payment of benefit premiums, provided the employee provides the cost of such premiums to the Employer at the commencement of such leave or makes other acceptable arrangements.

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

**12.05** Leave of absence without pay or loss of seniority may be granted to an employee(s) to attend functions of the Union. Such permission shall not unreasonably be denied. For administrative purposes, the Employer shall continue to pay the employee's salary and benefits and the Union shall then compensate the Employer for the salary and benefits paid during the period of leave.

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

**ARTICLE 13 – HOURS OF WORK**

**13.01** The normal workday shall be worked between the hours of 7:30 am. and 4:00 p.m. Nothing in the foregoing will prevent the Employer from continuing the existing practice of calling employees into work outside these hours where the need arises.

**13.02** Nothing in the foregoing is a guarantee of hours of work. It is understood that part-time, temporary and seasonal employees may not work the standard workweek.

**13.03 Overtime Defined**

(a) All hours in excess of forty (40) hours per week shall be paid at the rate of time and one-half (1½). 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.

(b) Instead of cash payment for overtime, an employee may choose to receive time off equal to the appropriate overtime rate and a time mutually agreeable to the supervisor and the employee. An employee cannot at any time accumulate more than fifty-three and one third (53.33) hours x 1.5 regular time, (equal to 80 hours time in lieu). The employee shall confirm with the

Employer if he wants to bank overtime. An employee may bank overtime of up to eighty (80) hours which shall be used before November 30<sup>th</sup> of the same year. Any hours not used will be paid out on December 1<sup>st</sup> at the wage rate it was earned.

- (c) An employee who is called back to work outside his regular working hours shall be paid a minimum of three (3) hours at time and one half.
- (d) Overtime will be offered in order of seniority, on an equitable basis. Any available work opportunity offered and declined will be counted for the purpose of determining equitable distribution.

**ARTICLE 14 - SHIFT WORK**

**14.01** In the event of shift work, employees shall be scheduled in a fair and equitable manner.

**ARTICLE 15 - WAGE RATES AND CLASSIFICATIONS**

**15.01** Wage Rates  
The following wage rates shall apply:

<b>CLASSIFICATION</b>						
<b>Equipment Operator</b>	<b>Expiry</b>	<b>1-Jul-12</b>	<b>1-Jul-13</b>	<b>1-Jul-14</b>	<b>1-Jul-15</b>	<b>1-Jan-16</b>
		<b>3.00%</b>	<b>3.00%</b>	<b>3.00%</b>	<b>3.00%</b>	<b>4.00%</b>
Start	\$17.71	\$18.24	\$18.79	\$19.35	\$19.93	\$20.73
After 1 Year	\$18.22	\$18.77	\$19.33	\$19.91	\$20.51	\$21.33
After 2 Years	\$18.76	\$19.32	\$19.90	\$20.50	\$21.11	\$21.96
<b>Labourer</b>	<b>Expiry</b>	<b>1-Jul-12</b>	<b>1-Jul-13</b>	<b>1-Jul-14</b>	<b>1-Jul-15</b>	<b>1-Jul-16</b>
Start	\$15.98	\$15.98	\$15.98	\$15.98	\$15.98	\$15.98
After 1 Year	\$16.44	\$16.44	\$16.44	\$16.44	\$16.44	\$16.44
After 2 Years	\$16.92	\$16.92	\$16.92	\$16.92	\$16.92	\$16.92
<b>Grader Operator</b>	<b>Expiry</b>	<b>1-Jul-12</b>	<b>1-Jul-13</b>	<b>1-Jul-14</b>	<b>1-Jul-15</b>	<b>1-Jul-16</b>
Start	\$18.82	\$18.82	\$18.82	\$18.82	\$18.82	\$18.82
After 1 Year	\$19.36	\$19.36	\$19.36	\$19.36	\$19.36	\$19.36
After 2 Years	\$19.92	\$19.92	\$19.92	\$19.92	\$19.92	\$19.92
<b>Sanitation Driver</b>	<b>Expiry</b>	<b>1-Jul-12</b>	<b>1-Jul-13</b>	<b>1-Jul-14</b>	<b>1-Jul-15</b>	<b>1-Jul-16</b>
		<b>2.00%</b>	<b>2.00%</b>	<b>2.00%</b>	<b>2.00%</b>	<b>2.00%</b>
Start	\$15.29	\$15.60	\$15.91	\$16.23	\$16.55	\$16.88
After 1 Year	\$15.76	\$16.08	\$16.40	\$16.72	\$17.06	\$17.40
After 2 Years	\$16.23	\$16.55	\$16.89	\$17.22	\$17.57	\$17.92



<b>CLASSIFICATION</b>						
<b>Sanitation Assistant</b>	<b>Expiry</b>	<b>1-Jul-12</b>	<b>1-Jul-13</b>	<b>1-Jul-14</b>	<b>1-Jul-15</b>	<b>1-Jul-16</b>
		<b>2.00%</b>	<b>2.00%</b>	<b>2.00%</b>	<b>2.00%</b>	<b>2.00%</b>
Start	\$14.00	\$14.28	\$14.57	\$14.86	\$15.15	\$15.46
After 1 Year	\$14.27	\$14.56	\$14.85	\$15.14	\$15.45	\$15.76
After 2 Years	\$14.55	\$14.84	\$15.14	\$15.44	\$15.75	\$16.06
<b>Waste Site Attendant</b>	<b>Expiry</b>	<b>1-Jul-12</b>	<b>1-Jul-13</b>	<b>1-Jul-14</b>	<b>1-Jul-15</b>	<b>1-Jul-16</b>
		<b>2.00%</b>	<b>2.00%</b>	<b>2.00%</b>	<b>2.00%</b>	<b>2.00%</b>
Start	\$13.72	\$13.99	\$14.27	\$14.56	\$14.85	\$15.15
After 1 Year	\$14.00	\$14.28	\$14.57	\$14.86	\$15.15	\$15.46
After 2 Years	\$14.27	\$14.56	\$14.85	\$15.14	\$15.45	\$15.76
<b>Temporary/Seasonal Labourer</b>	<b>Expiry</b>	<b>1-Jul-12</b>	<b>1-Jul-13</b>	<b>1-Jul-14</b>	<b>1-Jul-15</b>	<b>1-Jul-16</b>
70% of Labourer Rate	\$11.84	\$11.84	\$11.84	\$11.84	\$11.84	\$11.84

Note: In lieu of benefits, part-time employees shall be paid an allowance of one-percent (1%). This percentage has been incorporated into the rates as outlined above.

- a) Newly hired employees will start on the wage grid at the "Start Rate" and progress in accordance with their years of service.
- b) The Union agrees to the implementation of a Direct Deposit pay system.
- c) Employees required to work the scheduled evening shift shall be paid \$0.45 per hour in addition to their normal wage rate.

**15.02** The Employer shall pay wages on a bi-weekly basis, in accordance with Article 15.01.

**15.03 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.

**15.04 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.

**15.05** Employees assigned to do "skilled trades" responsibilities will be paid at the Grader/Operator Rate consistent with article 15.03

## **ARTICLE 16 — JOB CLASSIFICATIONS**

### **16.01 Transfer 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.

### **16M 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.

### **16.03 No Elimination of Present Classifications**

Existing classifications from Article 15.01 shall not be eliminated without prior written agreement with the Union.

## **ARTICLE 17 — LAYOFFS AND RECALLS**

### **17.01 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*.

**17.02** Both parties recognize that job security for employees shall be increased in proportion to length of service. Seniority within a classification shall be based on seniority within the bargaining unit. Therefore, in the event of a layoff, employees in each classification shall be laid off in the reverse order of their seniority. An employee designated to be laid off may bump an employee with less seniority, provided that he is capable of performing the work of the less senior employee.

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

**17.04** Recall shall be by registered mail to the address last filed with the Corporation by the employee.

**17.05** If within seven (7) days after the date of notice or recall, an employee shall fail to notify the Corporation of their intentions to return to work or within five (5) days

after he/she has stated their intention not to return to work, his/her employment and seniority shall terminate at once without notice or other act on the part of the Corporation.

17.06 An employee who has been separated from employment by layoff shall be listed according to seniority for a period of time equal to their seniority at the date of the layoff, but not to exceed twenty-four (24) months after the date on which he/she was laid off. If not recalled to work during the said period their name shall then be removed from the list and the Union shall be so notified.

17.08 No new employees shall be hired until those laid off have been given an opportunity of recall, provided the employee being recalled is qualified to perform the work available.

17.08 In the event of a proposed layoff, the Employer will provide the Union with twelve (12) weeks written notice of the proposed layoff and schedule a special meeting with the labour management committee within ten (10) working days of such notice to discuss alternatives to the proposed layoff. Any agreement between the Employer and the Union resulting from such special meeting shall take precedence over the terms of layoff in this Article.

Employees shall receive notice of layoff consistent with the ESA or a minimum of two weeks' notice.

## **ARTICLE 18 EMPLOYEE BENEFIT PLANS**

### **18.01 Pension**

In addition to the Canadian Pension Plan, every full time employee shall join the Ontario Municipal Employees' Retirement System. The Employer shall notify each part time 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.

### **18.02 Life Insurance**

The Employer shall pay eighty percent (80%) of the premiums for Basic Group Life Insurance coverage of 1.5 times the employees annual salary, plus an additional 1.5 times annual salary in Accidental Death or Dismemberment benefits.

### **18.03 Dental Insurance**

A Dental Plan equivalent to schedule "A" attached shall be provided. The premiums will be shared twenty percent (20%) by the employee and eighty percent (80%) by the employer.

### **18.04 Extended Health Care**

An Extended Health Care Plan equivalent to schedule "A" attached shall be provided. The premiums will be shared twenty percent (20%) by the employee and eighty percent (80%) by the employer.

**18.05 Vision Care**

Employees and eligible dependents may be reimbursed for prescription eyewear to a maximum of \$200 every twenty-four (24) months. As of July 1, 2014 this maximum will increase to \$250 every twenty-four (24) months.

**18.06 Long Term Disability**

The employer shall provide a Long Term Disability Plan with benefits as are provided in the Township Human Resources Policies and Procedures Manual January 2009. The premium costs shall be shared 80% by the Employer and 20% by the Employee.

**18.07 Lead Hand Premium**

A Lead Hand premium at \$1.00 per hour is established for the Roads Departments. This premium will be paid to individuals who are assigned to Lead Hand responsibilities.

**ARTICLE 19 — GENERAL**

**19.01 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. Such viewing shall be scheduled by management and 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.

**19.02 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.

**19.03 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,

**19.04** The Employer will pay 100% of the cost of the medical examination required for acquiring an AZ license.

**ARTICLE 20 — SENIORITY AND BENEFIT WHILE ON WSIB**

**20.01** 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 provided employee pays their portion.

**20.02** An employee who is injured during working hours and is required to leave for treatment or is sent home for such injury, shall receive payment for the remainder of the shift at his regular rate of pay provided that a doctor or nurse states that the employee is unfit for further work on that shift.

**ARTICLE 21 — TERM OF AGREEMENT**

**21.01** **Duration**

This Agreement shall be binding and remain in effect from January 1, 2012, to December 31, 2016, 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, 2016, that it desires termination or amendments.

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

**21.03** 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 \_\_\_\_\_ ONTARIO, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2012.**

**SIGNED ON BEHALF OF THE  
CORPORATION OF THE TOWNSHIP  
TOWNSHIP OF BONNECHERE VALLEY**

**SIGNED ON BEHALF OF THE  
CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL 4524**

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