

# **Collective Agreement**

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**between**

**Ontario Public Service Employees Union  
on behalf of its Local 123**

**and**

**The Corporation of the Township of St. Clair**

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**DURATION: October 1, 2015 – September 30, 2018**



Sector 13  
1-123-10098-20180930-13

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## **Article 1 - Purpose**

- 1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and its employees and to establish and maintain satisfactory working conditions, hours of work, and wages and to provide procedures for the prompt and equitable disposition of grievances for all employees who are subject to the provisions of this Agreement.

## **Article 2 - Recognition**

- 2.01 The Employer recognizes the Union as the sole bargaining agent of all employees of the Corporation of the Township of St. Clair, save and except supervisors, persons above the rank of supervisor, Secretary to the Chief Administrative Officer, Payroll Clerk, Volunteer Firefighters, Crossing Guards, persons regularly employed for not more than sixteen (16) hours per week and students employed during the school vacation period and after school hours.
- 2.02 Employees shall have the right to the assistance of an OPSEU Staff Representative whenever necessary. The Union agrees that the exercise of this right shall not interfere with the Employer's operation.

### 2.03 **Definitions**

#### **Employee**

"Employee" means an employee of the Corporation included in the Bargaining Unit.

#### **Student**

"Student" means a person enrolled in a secondary or post-secondary educational institution and employed outside his/her instructional hours of that institution on a full-time or part-time basis.

#### **Full-Time Employees**

A "full-time employee" shall mean an employee who is normally scheduled to work for thirty-five (35) or forty (40) hours per week year round and who has served the required probationary period.

#### **Regular Part-Time Employees**

A "regular part-time employee" shall mean an employee who is normally scheduled to work more than sixteen (16) hours per week but less than thirty-five (35) or forty (40) hours per week year round as per their respective department hours.

**Casual Employees**

A Casual employee is defined as a bargaining unit member that is not scheduled and is available for backfill when needed. It is further understood that no casual employee will be used until the regular part-time employees have been utilized.

**Seasonal Employee**

Seasonal employee shall mean an employee hired by reason of special or known seasonal work where such work periods recur annually and are a duration of less than twelve (12) months. A seasonal employee is not a full-time or regular part-time employee as is defined in the contract.

**Temporary Vacancies**

Temporary Vacancies are defined as positions with a definite term of twelve (12) months or less or permanent positions temporarily vacated by an incumbent for a period of twelve (12) months or less. These twelve (12) month periods can be extended by mutual agreement of the parties. (See Article 13.01(b) (i))

**Probationary Employee**

Probationary employee is an employee hired by the Employer on a probationary period of six (6) months which under exceptional circumstances, with mutual agreement of the employer and union may be extended for an additional three (3) months. (See Section 12.04)

**Spouse**

Spouse shall be defined pursuant to the *Family Law Reform Act*.

**Gender Neutral**

Whenever the male pronoun is used in this Agreement it shall be deemed to include the female pronoun and vice versa; whenever the singular is used it shall be deemed to include the plural and vice versa.

**Day**

"Day" means a working day exclusive of Saturdays, Sundays and Statutory Holidays.

**Job Share**

Job Sharing is defined as an arrangement whereby two (2) employees share the hours of work of what would otherwise be one full-time position.

### **Article 3 – No Discrimination**

3.01 The Employer agrees that there will be no intimidation, harassment, bullying, discrimination, interference, restraint or coercion exercised or practised by the Employer or the Union or its representatives.

Bullying/Psychological harassment refers to any vexatious behaviour that is known or ought reasonably to be known to be unwelcome and that:

- Takes the form of repeated conduct which could reasonably be regarded as intending to intimidate, offend, degrade or humiliate; and/or
- Affects an employee's dignity, or psychological or physical integrity; and/or
- Results in a harmful work environment.

Examples of bullying/psychological harassment include, but are not limited to. The following:

- Berating/belittling an individual;
- Repeated unwarranted criticism;
- Undermining or deliberately impeding a person's work;
- Spreading malicious rumours or gossip that is not true;
- Physical gestures intended to intimidate, offend, degrade, or humiliate an individual.

3.02 The Employer, employees and the Union agree to conduct their affairs in accordance with the *Ontario Human Rights Code* and agree that there shall be no discrimination, restraint, intimidation, bullying harassment or coercion practised or permitted by the Employer or the Union or any of their representatives against any employee because of sex, sexual orientation, age, marital status, family status, handicap, race, colour, creed, criminal record, national or ethnic origin, ancestry, citizenship or political opinion.

3.03 The Employer shall make every reasonable effort to accommodate the needs of employees in accordance with *Ontario Human Rights Code* or other applicable legislation.

### **Article 4 - Management Rights**

4.01 The Union recognizes and agrees that, except as and to the extent specifically modified by the express terms of this Agreement, all rights and prerogatives which the Employer had prior to the execution of this Agreement are retained by the Employer and remain exclusively and

without limitation within the rights of the Employer and its management. The Employer agrees to carry out its rights and responsibilities in accordance with the terms of the agreement.

Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- (a) maintain order and discipline and to manage its affairs and facilities in all respects in as efficient and economic manner as it sees fit, and to:
- (b) hire, transfer, classify, assign, appoint, promote, demote, lay off, recall, suspend, discharge, or otherwise discipline employees provided that if any non-probationary employee has been discharged or disciplined without just cause, a grievance may be filed in accordance with the grievance procedure. Probationary employees may be disciplined or discharged for failure to meet the requirement of the position or for just cause.
- (c) make and enforce reasonable rules and regulations as the Employer considers necessary or advisable for the efficient and orderly conduct of its business and require employees to observe such reasonable rules and regulations.
- (d) Manage the Corporation, and without restricting the generality of the foregoing, to determine, modify, discontinue or add occupational classifications, job procedures, processes or operations, to establish improvement and facilities, to change schedules and/or hours of work, to institute rotating shifts, to determine any necessary tests or examinations to be given and methods of training, to determine programs, to determine complement, organization and the number, location and classification of employees required from time-to-time, to determine the number, location and use of facilities, to determine services to be performed and assignment of work and method of doing work, and to determine the extension, limitation, curtailment, cessation of operations in whole or in part and all other responsibilities not specifically modified by express provision of this Agreement.
- (e) Require medical examination requested by its chosen medical doctor in accordance with its policies and subject to the conditions set out.
- (f) Any medical examination requested by the Employer shall be promptly complied with by all employees provided, however, that the Employer shall pay for all such examinations.

## **Article 5 - Dues Deduction**

- 5.01 The Employer shall deduct from each pay of each employee starting from the first day of employment in the bargaining unit, an amount equivalent to such union dues as may be designated by the Union from time to time. In addition, the Employer shall deduct union dues from any retroactive wage payments. The Employer agrees that it will remit the total amount of such deductions to the Director of Financial Administration of the Union, 100 Lesmill Road, North York, Ontario, not later than the fifteenth (15<sup>th</sup>) day of each month following the month that deductions were made. The remittance shall be accompanied by a list of names and social insurance numbers of those employees for whom deductions have been made. The list shall clearly indicate changes in employment status for promotion, demotion, termination and leaves of absence greater than four (4) continuous weeks.
- 5.02 The Employer agrees to give each person in the bargaining unit a T-4 slip for income tax purposes showing the amount of dues deducted and shall give it to each person in the bargaining unit on time for inclusion in their income tax return.
- 5.03 The Union will advise the Employer in writing of the amount of its regular dues. The amounts specified shall continue to be deducted until thirty (30) days written notice of any change in dues.
- 5.04 The Union agrees to save the Employer harmless and to indemnify the Employer with respect to any claim made against the Employer by any employee or group of employees arising out of the deduction of union dues as herein provided.

## **Article 6 - Union Representation**

- 6.01 The Employer agrees to recognize a total of eight (8) Union Stewards, from of the following departments, two (2) from the Civic Centre, one (1) from the Mooretown Operations Centre, one (1) from the Roads and Water Operations Centre, two (2) from the Mooretown Sports Complex, one (1) from the golf course and one (1) from the two campgrounds and passive day use parks elected or appointed from among the employees in the bargaining unit. It is understood that at any meeting with the employer, an employee is entitled to be represented by one of the designated stewards.

- 6.02 The duty of the stewards shall be to represent employees and to process grievances or complaints as outlined in the grievance procedure of this Agreement.
- 6.03 The Union will inform the Employer, in writing, of the names of the stewards and of any subsequent changes and the Employer will not be required to recognize such stewards until notification from the Union has been received.
- 6.04 The Union acknowledges that the stewards have regular duties to perform on behalf of the Employer. Such persons shall not leave their regular duties without receiving permission from their supervisor. Such permission shall not be withheld unreasonably.
- 6.05 (a) Meetings involving grievances or complaints shall be at times and places agreed to between the Union and the Employer.
- (b) A grievor, or an employee whose participation is necessary at a meeting arranged between the Employer and the Union who attends such a meeting during his normal working hours shall be paid at his regular earnings for the period of time to attend the meeting. This section will also apply to the Union Steward who is authorized to represent the grievor.
- 6.06 When a disciplinary meeting is to be convened, an employee is entitled to be represented by a Union Steward of their choice and will be notified in writing by the Employer.
- 6.07 **Negotiating Committee**
- (a) The employer agrees to recognize the negotiating committee comprised of a Union Staff person plus five (5) representatives who shall be elected from amongst the employees in the bargaining unit for the purpose of negotiating the Agreement or its renewal. The negotiating committee shall be comprised of one (1) Unit Steward, and one (1) representative from each of the following departments: Public Works, Parks and Recreation, Administrative, and Seasonal. Leave of absence will be granted to negotiating team members who participated in direct negotiations without loss of wages and benefits. The Employer and the Union shall equally share the expense of salary for time spent in negotiations. Every effort shall be made to schedule negotiations on regular work days. Where negotiations fall on scheduled time off, committee members will receive compensation in the form of banked lieu time at straight pay to be taken at a mutually agreed upon time.

- (b) The Employer shall also release negotiating team members from duty prior to the commencement of negotiations for preparation time subject to the reasonable operational needs of the Employer. Union shall absorb wage costs for such employees and reimburse the employer on invoice. For the purpose of further clarification, if the preparation time is scheduled on an employees scheduled day off, the employer will adjust the employees schedule to ensure that it is a scheduled work day and invoice the union for associated costs.

6.08

**Employer/Employee Relations Committee**

- (a) It is agreed that a Joint Committee will be established and shall consist of one (1) Unit Steward, two (2) elected or appointed members, and the assistance of the Staff Representative on behalf of the Union plus Employer representatives. The wages of any Committee employees will be paid for by the employer.
- (b) The purpose of the Employer/Employee Relations Committee is to discuss items of concern to management or employees. The committee shall not have the power to alter, amend or modify the specific terms of the Agreement. The Employer/Employee Committee is not intended to diminish either management or Union rights.
- (c) The committee shall meet at least quarterly, or more frequently at the request of either party to discuss matters of concern at a mutually agreed time and place. Each party shall notify the other party of the proposed agenda items one (1) week in advance of the meeting. The chairperson of the committee shall be selected by the Employer for the first meeting during the term of this Collective Agreement and thereafter shall alternate between a Union member and an Employer member. Minutes will be a shared responsibility, vetted by both the parties, and posted on all bulletin boards within thirty (30) days of the meeting occurring.

6.09

**Copies of the Agreement**

The Union shall provide a copy of the agreement to all bargaining unit employees at its cost and the employer will pay for the cost of the copies to be posted on all bulletin boards and for sufficient copies for the employers' distribution.

6.10

A new bargaining unit employee will have the opportunity to meet with a Steward of the Union in the employ of the Employer for a period of up to 15 minutes during the employee's orientation period without loss of regular earnings for either the new employee or the Steward of the Union. The

employee will be given a copy of the collective agreement. Such a meeting will be arranged during the regular working hours of both employees.

6.11

**Bulletin Board**

- (a) The Employer will provide bulletin board space in each work location for the Union for the purpose of posting notices directly relating to the employees of the Employer provided all such notices are submitted to the CAO or his designate first and receive his approval for posting before they are actually posted. Such approval shall not be unreasonably withheld.
- (b) The employer agrees to grant reasonable use of the Employer's email system for the purpose of communication between the Regional Staff Representative, Union Stewards and Union Committee Members. The employer's email system is not to be used for communication between bargaining unit members for union business, without the consent of the employer.

**Article 7 - Occupational Health and Safety**

7.01

The Employer agrees to establish and maintain one joint Health and Safety Committee in accordance with the provisions of the *Occupational Health and Safety Act RSO, 1990*. The Committee shall be comprised of at least four (4) representatives from the Union, one from each department, Mooretown Sports Complex, Mooretown Operations Centre, Civic Centre, and Wilkesport Operations Centre, and four (4) representatives from the Employer. Time off shall be granted in accordance with the *Occupational Health and Safety Act RSO, 1990*.

7.02

The Employer shall make reasonable provisions for the safety and health of its employees during the hours of their employment. It is agreed that both the Employer and the Union shall co-operate to the fullest extent possible in the prevention of accidents and in the reasonable promotion of safety and health of all employees.

7.03

The Employer will supply a copy of the Workers Safety and Insurance Board Form #7 to the Union Co-chair of the Joint Health and Safety Committee at the time the report is sent to the Workers Safety and Insurance Board (W.S.I.B.) as outlined in the instructions and reporting obligations as prescribed in W.S.I.B. Employers Report on Injury/Disease Form #7.

7.04

(a) **Community Services Clothing**

Maintenance Operators:

2 pairs of coveralls  
2 tee shirts  
1 jacket with removable liner  
2 sweat shirts  
1 hat  
2 smocks available for use  
Clothing replaced as required

Boot allowance – Full time employees requiring safety footwear shall be reimbursed up to \$200 per calendar year upon presentation of a receipt of purchase. Such receipts shall be copied and returned to the employee. The copy of the receipt shall be placed in the employee file for future reference.

Program Staff:

Tank top and shorts  
Hat  
2 sweat shirts  
2 tee shirts  
Clothing replaced as required  
Bathing Suit

Museum Staff

The employer will pay the cost of the material for Museum staff costumes and special event clothing and allow employees to make the costumes while at work on the employer's premises subject to the pre-approval of the Department Head as to the amount of time required.

(b) **Engineering/Public Works Outside Workers Clothing**

Five (5) tee shirts  
Combination of coveralls and jackets not to exceed five (5) items  
Two (2) long sleeved shirts  
One (1) hat

(c) Boot allowance – Full time employees requiring safety footwear shall be reimbursed up to \$200 per calendar year upon presentation of a receipt of purchase. Such receipts shall be copied and returned to the employee. The copy of the receipt shall be placed in the employee file for future reference.

(d) Note: All clothing provided will have the appropriate Township identification and safety markings and must be worn while employee at work. Clothing will be replaced when required.

(e) **Golf Course, Campgrounds and Passive Day Use Parks**

3 tee shirts

1 pair of uninsulated summer coveralls

1 hat

Where the employer requires a Seasonal employee to wear safety footwear, the employer shall reimburse the employee up to one hundred fifty dollars (\$150) upon the presentation of a receipt. Such receipts shall be copied and returned to the employee. The copy of the receipt shall be placed in the employee file for future reference.

7.05 The Employer agrees to provide ear plugs or earmuffs and other miscellaneous equipment as required and as outlined in the OHSA for its employees including seasonal employees at no cost to the employee.

7.06 Approved eye protection shall be supplied to all employees including seasonal employees, who are required to wear eye protection during the performance of their duties.

7.07 All employees who are required to wear eye protection and who normally wear glasses shall be entitled to one (1) pair of prescription safety glasses with transitionally tinted lenses in a two (2) year period. Prescription safety lenses will be repaired or replaced as required.

7.08 The employer will make available sufficient appropriate safety and protective clothing for use by part-time and casual works department employees for their use while at work.

7.09 (a) The Employer will pay the additional cost of renewal of an "AZ or DZ" license over and above the cost of a "G" license. The employer further agrees to pay the cost of the medical if required and is not covered by O.H.I.P.

(b) All maintenance operators and mechanics (position) grandfathered as of January 1, 2003 will have a Class B Refrigeration Certificate in good standing. The Township of St. Clair will pay one hundred percent (100%) the cost of yearly renewal of the certification of employees grandfathered as of January 1, 2003. An employee hired after January 1, 2003, who as a condition of employment, is required to have a Class "B" refrigeration certification, shall be paid 100% of the cost of the yearly renewal of the certification.

All maintenance operators that have C.I.T. certification will continue to be paid for any time, inclusive of travel, for any recertification and any associated costs.

- (c) The Employer will pay one hundred percent (100%) of the cost of the license and renewal fees for any employee required by the Employer to maintain water or wastewater certification. The Employer will pay the cost of the examination fee. The Employer will also pay the cost of one (1) retest if a passing grade is not achieved on the initial examination.
- (d) The Employer shall pay the employees one hundred percent (100%) of the cost of membership fees in the O.A.C.E.T.T. for the performance of the job.

7.10 The Employer shall also compensate employees for any reasonable loss of regular wages incurred to obtain the above-noted job requirements.

#### **Article 8 - No Strike or Lock-Outs**

8.01 There shall be no strikes or lock-outs for the term of this agreement as provided in the *Ontario Labour Relations Act*.

In accordance with the *Ontario Labour Relations Act* a strike shall be defined as a cessation of work, a refusal to work or to continue to work by employees in combination or in concert or in accordance with a common understanding, or a slow-down or other concerted activity on the part of employees designed to restrict or limit output and a lock-out shall be defined as including the closing of a place of employment, a suspension of work or a refusal by an employer to continue to employ a number of employees, with a view to compel or induce the employees, or to aid another employer to compel or induce that employer's employees, to refrain from exercising any rights or privileges under the Act or to agree to provisions or changes in provisions respecting terms or conditions of employment or the rights, privileges or duties of the employer, and employer's organization, the trade union, or the employees.

The Union further agrees that it will not involve any employee of the Employer during his normal hours of work or the Employer itself in any dispute which may arise between any other employer and employers of any such other employer. However, bargaining unit employees may participate in Union activities affecting another employer or other bargaining unit if done so on the employees own time.

## **Article 9 - Grievance Procedure**

- 9.01 It is the desire of the Employer to have a harmonious working relationship with all employees. All employees are encouraged to bring forward any complaints or recommendations dealing with safety, health standards, proper working conditions and fair management practices, without fear of reprisal.
- 9.02 Any dispute involving the application, interpretation, administration, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, may be made the subject of a grievance and an earnest effort shall be made to settle such a grievance as quickly as possible. The following grievance procedure shall be adhered to:
- 9.03 **Discussion Step**  
It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until she/he has first given his Supervisor or Co-ordinator the opportunity of adjusting his complaint. Such complaint shall be discussed verbally with his Supervisor or Co-ordinator within five (5) days of becoming aware of the potential grievance. If the complaint is not settled within five (5) days, it shall be taken up as a written grievance within two (2) days of the response in the following manner and sequence:
- 9.04 **Step 1**  
The employee may file a grievance in writing with his Co-ordinator or designee. The written grievance, signed by the employee, shall contain a summary of the issues in dispute, the Articles in this Agreement upon which the grievor is relying, and the remedy requested by the grievor. The remedy requested by the grievor and the party referring the grievance to Arbitration shall be restricted to the issues contained in the grievance. The Co-ordinator will deal with the matter and render a decision in writing within three (3) days of the grievance being received.
- 9.05 **Step 2**  
If the grievance is not resolved at Step 1, the grievor may submit the grievance in writing to the Department Head or his designate. It is encouraged that a meeting with the grievor and his representative be held at a mutually agreeable time to discuss the grievance. The Department Head will deal with the matter and render a decision in writing within three (3) days of receipt of the written grievance. Where the Supervisor or Co-ordinator and the Department Head are one and the same, Step 2 shall be considered the initial written step in the grievance procedure.

9.06

**Step 3**

If the grievance is not resolved at Step 2, the grievor may submit the grievance in writing to the Chief Administrative Officer or his designate. It is encouraged that a meeting with the grievor and his representative be held at a mutually agreeable time within ten (10) days of receipt of the request. The Chief Administrative Officer or his designate shall deliver his decision in writing within ten (10) days of receipt of the grievance and/or the meeting.

9.07

**Dismissal Grievance**

A claim by an employee who has been discharged, that he has been unjustly discharged from employment, shall be treated as a grievance and shall be lodged in writing at Step 3 within five (5) days after the employee ceases to work for the Employer.

9.08

**Group Grievances**

Where a group of employees has the same grievance, it may be submitted at Step 2 of the grievance procedure. Such grievance, containing a list of the employees covered by the grievance, must be submitted in writing within ten (10) days after the incident giving rise to the grievance.

9.09

**Policy and/or Union Grievances**

Should the grievance, complaint or dispute as to the interpretation, application or administration of the provisions of this Agreement be between the Union and the Employer, the grievance procedure as provided above may be exercised except that it shall commence at Step 3 of the grievance procedure. Such grievance could be initiated by either the Employer or the Union.

9.10

Time limits referred to in the grievance procedure may be extended by mutual agreement if specified in writing or electronic communication.

9.11

In this Article days shall include all days exclusive of Saturday, Sunday and designated holidays.

9.12

The employee has the right to be accompanied and represented by a Steward and/or Staff Representative of O.P.S.E.U. at all stages of the grievance procedure.

9.13

In all stages of the grievance procedure where no answer has been given within the time limits specified, the employee concerned, the Union and the Employer shall be entitled to submit the grievance to the next stage of the grievance procedure.

## **Article 10 - Arbitration**

- 10.01 (a) After the grievance procedure as set out in Article 9 has been exhausted, and before an Arbitrator or Board of Arbitration is contacted under this Article, either party may seek the services of a Grievance Mediation Officer to assist in resolving the parties differences. It is agreed that the services of a Grievance Mediation Officer will only be retained on the written consent of both parties. In the event a Grievance Mediation Officer is appointed, a referral to Arbitration shall be delayed until after the Grievance Mediation Officer has conducted a meeting of the parties.
- (b) The party referring the grievance to mediation shall give written notice to the other party not later than ten (10) days after the response from Step 3 that it intends to refer the matter to mediation, giving the name and address of the proposed mediator.
- (c) Within ten (10) days after receiving such notice, the other party shall respond by agreeing to the mediator or proposing an alternative(s) Mediator(s).
- (d) Failing agreement within fifteen (15) days or such time as may be agreed by the parties, an appointment may be made by the Office of Mediation at the request of either party. The mediator shall be bound by all clauses in Article 10 in the same manner as an Arbitrator/Arbitration Board.
- (e) The parties shall jointly share the expense of the Grievance Mediation Officer.

10.02 When either party hereto requests that a grievance relating to the interpretation, application or administration of this Agreement including a question as to whether a matter is arbitrable, or when an allegation is made that this Agreement has been violated the grievance may be submitted to arbitration. Such request shall be made in writing by mail and/or fax or electronic communication within fifteen (15) days of receipt of the last disposition, addressed to the other party and, at the same time nominating a nominee. Within fifteen (15) days thereafter the Union or the Employer, as the case may be, shall nominate its nominee. The two nominees shall attempt to select by agreement a Chairman of the Arbitration Board. If they are unable to agree upon such a Chairman within a period of fifteen (15) days, they shall then request the Office of Arbitration of the Ministry of Labour of the Province of Ontario to appoint a Chairman.

- 10.03 If the parties unanimously agree, the matter may be referred to a sole arbitrator. The parties shall attempt within fifteen (15) days of the matter being submitted to arbitration to agree upon a sole arbitrator. If the parties are unable to agree upon such a sole arbitrator, they shall then request the Office of Arbitration of the Ministry of Labour of the Province of Ontario to appoint a sole arbitrator.
- 10.04 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 10.05 Each party will bear the expense of the arbitrator appointed by it and will jointly bear the expenses and remuneration of Chairman of the Arbitration Board in equal proportions.
- 10.06 No matter may be submitted to arbitration which has not been properly carried through all previous required stages of the grievance procedure.
- 10.07 The Arbitrators or the Arbitration Board shall not be authorized to alter, modify or amend any part of this Agreement, to make any decision inconsistent therewith nor to deal with any grievance outside its specific jurisdiction.
- 10.08 The decision of the majority of the Board will be final and binding upon the parties and the employees affected by it, but if there is not majority, the decision of the Chairman will be final and binding on all concerned.
- 10.09 Employees who are summonsed or subpoenaed and whose attendance is required at Arbitration hearings shall receive permission to be absent from work with pay.
- 10.10 The single Arbitrator, or the Board of Arbitration as the case may be, shall determine its own procedure but shall give full opportunity to all parties to present evidence and make representations.
- 10.11 Time limits referred to in the article may be extended by mutual agreement if specified in writing and/or fax or electronic communication.
- 10.12 In this Article, days shall include all days exclusive of Saturday, Sunday and designated holidays.
- 10.13 The employee has the right to be accompanied and represented by a Steward and/or Staff Representative of O.P.S.E.U. at all stages of the arbitration procedure.

## **Article 11 - Personnel File**

11.01 An employee shall have access to his personnel file and shall be entitled to view the entire contents upon reasonable notice, subject to the availability of all parties and shall have the right to respond in writing to any document contained therein. Such reply shall become part of the permanent record. The employee will indicate viewing each report in the file by dating and initialing. With written permission of the employee, a Union representative or steward shall also have the right of access to an employee's personnel file, in the presence of the employee. The employee shall have the right to obtain copies of the material in the file.

### 11.02 **Performance Appraisals**

- (a) Performance Appraisals are to be completed for all regular full time and regular part time employees annually on their anniversary date.
- (b) Employees shall have the opportunity to respond in writing to a Performance Appraisal and have their response included on the Personnel File together with the Performance Appraisal.
- (c) The Employer will not rely on or refer to adverse comments on a Performance Appraisal if subsequent appraisals do not show a continuation of the problem twenty-four (24) months after the occurrence of the original problem.
- (d) A copy of each performance appraisal shall be given to an employee and a copy shall be placed on his or her file.
- (e) An employee who objects to his or her Performance Appraisal may elect to attach a statement to the document setting out the details of and reasons for those objections and or file a grievance.

### 11.03 **Disciplinary Action**

The Employer shall provide an employee with written reasons for any disciplinary action, and with a copy of any adverse report. Any reply by the employee shall become part of the employee's record.

Any letter of reprimand, suspension or other sanction shall be removed from the record of an employee eighteen (18) months following receipt of such letter, suspension or other sanction.

## Article 12 - Seniority

- 12.01 (a) Full-time seniority will be based on length of service with the Township of Moore, the Township of Sombra and the Township of St. Clair. One year of full-time seniority shall equal one thousand eight hundred twenty (1820) hours if the employee works a thirty-five (35) hour work week or two thousand eighty (2080) hours if an employee works a forty (40) hour work week.
- (b) (i) Continuous part-time, temporary and casual hours shall mean continuous hours worked as a regular part-time, temporary and casual employee.
- (ii) If a part-time employee accepts a full-time position with the Township of St. Clair, continuous part-time, temporary, casual, job share *and seasonal hours* worked with the Township of Moore, the Township of Sombra and the Township of St. Clair will be divided by the regular full time hours worked per annum to adjust the date of commencing full-time employment for seniority purposes.
- (c) An employee moving to a position outside the bargaining unit shall have 12 months to return to the bargaining unit with no loss of seniority credits. There shall be no accrual of bargaining unit seniority during the twelve months. An excluded employee who returns to the bargaining unit after 12 months from outside the bargaining unit shall return to the bargaining unit as a new hire with no bargaining unit seniority. An excluded employee returning to the bargaining unit shall not displace a member of the bargaining unit.
- 12.02 Seniority lists for all employees will be posted annually in January on the Union bulletin boards in each work location and a copy shall be supplied to the Union. The employer will maintain separate seniority lists for each of the following:
- (a) full-time  
(b) regular part-time, temporary and casual  
(c) seasonal
- 12.03 Where an employee moves from full-time status to part-time status or vice-versa, he shall retain the accumulated seniority hours attained at the date of transfer and accumulate future seniority in accordance with the new status.

12.04

**Probationary Employee**

All new employees *except seasonal employees* shall be hired on a probationary period of six (6) months which under exceptional circumstances, with the mutual agreement of the employer and union, may be extended for an additional three (3) months. The Employer is encouraged to undertake a performance review at three (3) months and a performance appraisal prior to the expiry of the six (6) month period. Employees not successfully completing the probationary period for failure to meet the requirements of the position, which shall include the employees' skill, competence, ability, experience, education and training and/or combination of equivalent education and experience shall not have access to the dismissal grievance process.

On successful completion of the probationary period an employee shall be placed on the seniority list and his seniority shall date back to the date of hire. Employees acquiring seniority in the same day shall be listed on the seniority ranking list as per the date and time of the signing of the offer of employment confirmation letter or confirmed offer of employment by electronic communication.

On completion of two (2) consecutive seasons of work a seasonal employee shall be placed on a separate seniority list and his seniority shall date back to the date of hire. Employees acquiring seniority on the same day shall be listed on the seniority ranking list as per the date and time of the signing of the offer of employment confirmation letter or confirming offer of employment by electronic communication. For seasonal employees, seniority shall be accumulated on the basis of hours worked and those hours shall be accumulated from year to year.

12.05

**Accumulation of Seniority**

Seniority shall continue to accumulate when:

- (a) An employee on pregnancy, parental or adoption leave will accumulate seniority for the duration of such leave.
- (b) An employee on authorized sick leave or disability leave.
- (c) An employee on W.S.I.B. will accumulate seniority for the duration of the leave if injured in the employment of the Employer.
- (d) An employee is on any paid leave, and for the first thirty (30) days of any unpaid leave. An employee returning from an extended unpaid leave of absence shall be credited with the amount of seniority he had when he left.

12.06

**Loss of Seniority and Termination of Employment**

Seniority rights will cease for any of the following reasons:

- (a) If an employee voluntarily resigns or retires.
- (b) If an employee is discharged and the decision is not reversed through the grievance procedure.
- (c) If the employee is absent from work for five (5) days, unless reasons satisfactory to the Employer for such absence are supplied.
- (d) If the employee has been laid off and fails to return within fifteen (15) days after he has been notified by Registered Mail to his last known address, unless reasons satisfactory to the Employer are supplied. It shall be the employee's responsibility to keep the Township informed of his current address.
- (e) If the employee is laid off for a period in excess of eighteen (18) months.
- (f) An employee's seniority will not be terminated because of illness or disability, provided the employee notifies his Department Head within three (3) days.

**Article 13 - Posting and Filling Of Vacancies**

13.01

(a) **Posting of Permanent Vacancies**

Vacancies for all bargaining unit positions shall be posted on bulletin boards in all work areas frequented by bargaining unit employees for a period of not less than ten (10) days. The employer may advertise simultaneously with the internal posting for external applicants. However, the employer shall not consider applications from anyone outside the bargaining unit, until such time as it is determined that no bargaining unit applicant has the required skill, competence, ability, experience, education, training and/or a combination of equivalent education and experience for the position.

(b) **Posting of Temporary Vacancies**

- (i) Temporary vacancies in the bargaining unit are defined as positions with a definite term of twelve (12) months or less or permanent positions temporarily vacated by an incumbent

for a period of twelve (12) months or less. These twelve (12) month periods can be extended by mutual agreement of the parties. Such mutual agreement shall not be unreasonably withheld by either party.

- (ii) Temporary vacancies of greater than three (3) months duration shall be posted for competition in accordance with Article 13.01(a).
- (iii) Upon completion of a temporary assignment an employee shall return to his former position, and a contract employee shall be terminated.
- (iv) If a permanent position has been filled, by a bargaining unit applicant, on a temporary basis and the position becomes vacant upon the conclusion of the temporary assignment, because the incumbent is not returning, the Employer shall, with mutual agreement of the employer and the employee filling the temporary vacancy, and the union, confirm the employee permanently in the position. If a permanent position has been filled by an external applicant, on a temporary basis, and the position becomes vacant upon the conclusion of the temporary assignment, because the incumbent is not returning, the employer shall post the permanent position in accordance with Article 13.01(a).
- (v) It is understood that an employee who has been accepted as the successful candidate for a temporary position will forego their right to apply for any subsequent temporary vacancy during the term of their current temporary assignment.

(c) **Conversion of Regular Part-Time to Full-Time**

Where the same work has been performed by a Regular Part-Time employee at full time hours or hours approaching full-time for a period of at least eighteen (18) consecutive months, except where the Regular Part-Time employee is replacing a Full Time employee on a Leave of Absence authorized by the Employer, the Employer shall consider whether the position should be made full time and advised the Union in writing if the employer determines that the position should not be full time along with the reasons supporting this decision. If after the review the position is determined to be a Full-Time position, the newly created position will be posted in accordance with Article 13.01(a).

13.02

The postings for all positions within the bargaining unit shall be placed on all bulletin boards and a copy provided to the Union at the same time. The posting shall contain:

- (a) the job title and job description;
- (b) the location of the position;
- (c) the reporting line and supervisory structure;
- (d) the hours of work and rate of pay for the job, including salary grid;
- (e) the qualifications and experience necessary to perform the job;
- (f) a brief description of the nature of the job;
- (g) the deadline date for application and the location or person to whom applications shall be made.

13.03

- (a) The Employer will determine the successful candidate to a job posting by considering the skill, competence, ability, experience, education and training and/or combination of equivalent education and experience for the position. In determining which employee is successful within the bargaining unit and where the skill, competence, ability, experience, education and training and/or combination of equivalent education and experience are relatively equal, the employee with the greatest seniority will receive the job/position. The Employer shall not consider applications from anyone outside the bargaining unit, until such time as it is determined that no bargaining unit applicant has the required skill, competence, ability, experience, education and training and/or combination of equivalent education and experience for the position.
- (b) The name of the successful candidate for any position will be posted on the Union bulletin boards.
- (c) A new Employee hired to a position for which he has the qualifications in accordance with the job description for the position, shall be paid at least the entry level wage for that position.
- (d) An Employee who is promoted shall receive the rate of pay in the salary grid of the new classification, which is next higher to his present rate of pay.
- (e) An Employee who makes a voluntary downward move shall receive the rate of pay in the lower classification at the same position on the grid.
- (f) An Employee appointed to a new position in accordance with Article 13.03 (c), (d) or (e), shall move to the next step on the grid after successfully completing six (6) months in the new position.

On the anniversary of the hire date to the new position the Employee shall move to the next step on the grid, and continue to move annually up the grid to Job Rate.

13.04 An employee who is invited to attend an interview with the Employer shall be granted time off with no loss of pay and with no loss of benefits.

13.05 The successful candidate, who is an employee, will be given an opportunity of fulfilling the duties of the new position during a familiarization period which may not exceed six (6) months. During this period the Employee can ascertain whether the work of the position is suitable to him/her and the Employer can determine if the Employee is capable of performing the work of the position. The Employer shall confirm the employee in the position on or before the expiry of the six (6) months or if an Employee fails to meet the requirement for the position or if the Employee deems the position not suitable at any time during the six (6) month period, he will return to his former position. During familiarization period the employee shall not be permitted to apply for any other bargaining unit position.

13.06 (a) **Temporary Upgrading**  
Any employee assuming a position requested by the employer, for one consecutive day or more, in a higher classification shall be compensated for any hours at the higher rate of pay or two dollars \$2.00 per hour, whichever is the greater.

(b) **Lead Hand Public Works**  
Staff performing the duty of Lead Hand Public Works will be compensated a premium of \$5.25 per hour over and above their current applicable hourly rate.

Staff performing the duty of Lead Hand OIC Public Works will be compensated a premium of \$5.25 over and above their current applicable hourly rate.

#### **Article 14 - Job/Staff Training**

14.01 (a) **During Normal Working Hours:**

(i) Attendance at staff training courses, seminars and workshops outside of the township during normal working hours shall have budget approval and attendance (inclusive of reasonable travel time at their regular rate of pay), shall be approved by the Department Head prior to registration.

- (ii) Employees attending staff training courses, seminars and workshops outside of the township, during normal working hours (inclusive of reasonable travel time at their regular rate of pay), as approved by Department Head shall be granted, in addition to their pay based on a normal working day:
- Actual Tuition Fees and Necessary Supplies as approved by Department Head;
  - Reasonable meal allowance reimbursable on receipt;
  - The actual cost of a standard hotel/motel room, if the training course or seminar is held outside the County of Lambton and the Department Head has determined that overnight accommodation is necessary. In order to obtain reimbursement, a receipt is required;
  - The actual train or plane fare for the employee or mileage as per approved Employer policy for the minimum necessary distance traveled calculated from either the normal place of work or permanent residence;
  - Sundry expenses such as taxi and parking. In addition, a maximum of twenty dollars (\$20.00) for personal telephone calls with receipts shall be paid, provided the duration of the training course or seminar exceeds two (2) days.
- (iii) The staff member must provide proof that they attended the course and if a test/exam is required to be written, the staff member must write the test/exam and must provide the Corporation with a copy of the results of the text/exam.

(b) **Evening, Correspondence or Similar Courses**

- (i) Staff members interested in taking evening, correspondence or similar courses, will be granted a refund of one hundred percent (100%) of the tuition fees and related course material and if necessary, provided with a leave of absence with pay during working hours to write an examination provided that:
- The course is directly related to the present job or future job potential within the Employer;
  - The employee has submitted a detailed outline of the course to the Department Head and has received his approval prior to the commencement of the course.

- The employee has provided proof of completion of the course in the form of a final transcript of marks or proof of 90% attendance in courses where there is no formal examination. Employer may reimburse if attendance is less than 90% for unusual circumstances.
- (ii) An employee may have tuition fees and related course materials, excluding expenses paid in advance, after receiving the approval of the Department Head. If the course is not successfully completed the employee will reimburse the Employer for all fees and material.
- (iii) Mileage as per approved Employer's policy for the minimum necessary distance traveled calculated from either the normal place of work or permanent residence.
- (iv) Copies of Course Completion Certificates shall be filed in the employee's personnel file.

#### **Article 15 - New/Substantially Changed Classifications**

- 15.01 (a) When a new classification that is covered by the terms of this collective agreement is established by the Employer or when the Employer makes a substantial change in the job content of an existing classification, the Employer shall determine the rate of pay for such new or substantially changed classification using the Pay Equity Job Evaluation System agreed to by the parties and notify the Union of the same. If the Union challenges the evaluation and rate of pay assigned, it shall have the right to request a meeting with the Employer to endeavour to negotiate a mutually satisfactory rate using the Pay Equity Job Evaluation System. Such request will be made within ten (10) days after the receipt of notice from the employer of such new classification and rate of pay. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate of pay was given by the Employer.
- (b) An employee, who believes that his job has been substantially changed by the Employer, shall submit a written request to the Employer and the Union for a review of his position. The parties agree to meet bi-annually, or more frequently as required, to review the Pay Equity Job Evaluation System and any submitted requests. Any change mutually agreed to resulting from such meeting shall be retroactive to the date the request for review was submitted in writing the Employer and the Union.

- (c) If the parties are unable to agree on a matter arising from 15.01(a) or (b), either party may refer the subject matter to the Pay Equity Commission for resolution, in accordance with the Pay Equity Legislation.
- (d) In the case of a dispute concerning a newly created or substantially changed job class that cannot be addressed by the *Pay Equity Act*, the dispute concerning the evaluation of the new job and the new rate of pay may be submitted to arbitration as provided in the Agreement within fifteen (15) days of the meeting with the Employer held in accordance with Article 15.01(a). The decision of the Board of Arbitration (or Arbitrator as the case may be) shall be based on the relationship established by comparison with the job evaluation results and the rates for other classification in the bargaining unit having regard to the requirements of such classification and the Pay Equity Job Evaluation System.

#### **Article 16 – Layoff and Recall**

- 16.01 The Employer has the right to determine the actual number of Employees required in each classification from time to time.
- 16.02 Should the Employer, after reviewing all options, determine that a reduction in the bargaining unit is necessary, in the application of the layoff and recall provisions of the agreement the Employees' skill, competence, ability, experience, education and training and/or combination of equivalent education and experience shall be the factors in determining whether an Employee is qualified to perform the job available in case of layoff and recall. If the Employees' skill, competence, ability, experience, education and training and/or combination of equivalent education and experience are relatively equal for the job in question, seniority shall govern.
- 16.03 The Employer agrees that it will advise the Union prior to the implementation of any lay-off. The Employer/Employee Relations Committee may request a meeting with the Employer to discuss the pending lay-off.
- 16.04 Subject to Article 16.02, temporary and casual Employees, within the bargaining unit, shall be laid off ahead of full-time and regular part-time Employees.

16.05

Two types of layoffs are recognized;

- (a) A temporary layoff, with the Employee being so informed at the time of layoff. If an Employee is temporarily laid off, and the layoff equals or exceeds thirty-five (35) consecutive weeks, the Employee may elect to no longer to be temporarily laid off, but terminated or retain recall rights for up to one (1) year from the commencement of the temporary layoff. If the Employee elects to retain recall rights, termination pay shall be held in trust by the Employer, until the recall rights have been exhausted. If the Employee has not been given notice of termination in accordance with the *Employment Standards Act*, the Employee is entitled to termination pay calculated from the date of commencing the temporary layoff.
- (b) A permanent layoff, with no indication of recall and notice, or pay in lieu of notice shall be given in accordance with Provincial Statutes.
- (c) Should an Employee be laid off, and the layoff equals or exceeds thirty-five (35) consecutive weeks, the Employee shall be deemed no longer to be laid off, but terminated, subject to Article 16.06 (a). Should an Employee not have been given notice of termination, in accordance with the *Employment Standards Act*, the Employee is entitled to termination pay in lieu of notice as per the *Employment Standards Act*.

16.06

**Notice**

- (a) When possible, the Employer will give ten (10) days' notice of a temporary layoff to the Employee(s) concerned.
- (b) In the event of a permanent layoff the Employer shall provide notice or pay in lieu of notice to the affected Employee(s) in accordance with the Provincial Statutes.

16.07

**Layoff and Bumping**

- (a) Bumping, related to layoffs, is permitted across departmental lines, provided the senior Employee has the skill, competence, ability, experience, education and training and/or combination of equivalent education and experience to meet the normal requirements of the position as determined by the Department Head in conjunction with the Chief Administrative Officer.
- (b) In the event of a layoff, an Employee scheduled to be laid off shall have the option of accepting the layoff, or shall have the right to

displace an Employee in the Bargaining Unit, subject to the following provisions:

- (i) A full-time Employee may bump an Employee who has less seniority, provided the Employees has the skill, competence, ability, experience, education and training and/or combination of equivalent education and experience.
  - (ii) A part-time Employee may bump a part-time Employee or seasonal employee who has the least seniority and has the skill, competence, ability, experience, education and training and/or combination of equivalent education and experience.
  - (iii) An Employee who "bumps" into another position will receive remuneration equal to the applicable job rate and will retain his former grid placement.
- (c) Seasonal employees shall not have bumping rights for positions held by full-time or regular part-time employees. Seasonal employees shall be laid off by reverse order of seniority within the job(s) at the affected work location(s), the work locations having been identified separately as: Golf Course and Campgrounds/Day Use Passive Parks.

16.08

**Benefits Continuation**

- (a) Eligible Employees on a temporary layoff, will be eligible for Fringe Benefits to a maximum of thirty-five (35) weeks from the date of commencing layoff, provided the Employee has not accepted full time employment elsewhere or has not become self-employed, such as makes the Employee ineligible for Employment Insurance. If an Employee is terminated after a temporary period of layoff equal to or exceeding thirty-five (35) weeks, the Employee will be eligible for Fringe Benefits to the end of the month after the month of commencing permanent lay-off (termination).
- (b) Eligible Employees may, provided the Employee has not accepted full time employment elsewhere or has not become self-employed, such as makes the Employee ineligible for Employment Insurance continue to pay the full premium cost of a benefit or benefits for the recall period up to forty-two (42) weeks. Payment can be made through the Payroll office of the Employer provided that the Employee informs the Employer of their intent to do so at the time of the layoff, and arranges with the Employer the appropriate payment schedule.

16.09

**Severance/Termination Pay**

An Employee who has been given a notice of layoff and has subsequently been laid off or otherwise terminated shall be entitled to severance pay in accordance with Provincial Legislation.

16.10

**Contracting Out**

No employee outside of the Bargaining Unit shall do the work of Employees within the Bargaining Unit except for purposes of instruction or in emergency situations. No person in the Bargaining Unit will be laid off by reason of any person outside the Bargaining Unit performing any work that is normally performed by Employees in the Bargaining Unit. There shall be no contracting out of bargaining unit work beyond the current practice of the Employer.

- (a) The Employer and the Union acknowledges the municipality at the present time has volunteers completing work on the museum properties and on certain ball diamonds. Further, the Employer and the Union acknowledges that the Brigden ball diamond has maintenance at the diamond and field completed by a private contractor.
- (b) The Employer and the Union acknowledges that certain Employees are volunteer fire personnel for the Employer, and when required, may be excused from their assigned duties to serve as a volunteer fire personnel. It is acknowledged by the Employer such personnel will not suffer loss of pay to the end of their regular shift.

16.11

**Job Share**

**A Definitions**

- 1. Job Sharing is defined as an arrangement whereby two (2) employees share the hours of work of what would otherwise be one full-time position.
- 2. The employees involved in job sharing arrangement (hereinafter referred to as job sharing participants) will be classified as regular part-time employees but the position being job shared will remain full-time. Seniority and service will be prorated for all purposes including, but not limited to, all seniority and service related benefits during any job share period.
- 3. The "parties" to any discussions about the creation of any job sharing arrangements are the Employer and the Union.

## B Introduction

1. A job sharing arrangement may be proposed as follows:
  - (a) The Employer or the Union may propose a job sharing arrangement if a full time position becomes vacant and the Employer and the Union believes that a job sharing arrangement would be advantageous.
  - (b) A full-time employee(s) may propose a job sharing arrangement if the full-time employee(s) wishes to job share his/her (their) full-time position(s). If such a full-time employee's proposal is approved by the parties and posted, but there is not qualified applicant, then the requesting full-time employee shall retain the full-time position.
  - (c) More than one full-time or part-time employee may propose that any vacant full-time position be considered for a job sharing arrangement. If approved by the parties, the job sharing position will be posted under the terms of the Collective Agreement.
  - (d) No job sharing will be implemented without mutual agreement of parties.
2. To be considered by the parties any job sharing proposal must relate to the sharing of a full-time position by two (2) employees per position.
3. It is understood that if two (2) full-time employees are going to share one (1) full-time position, the full-time position of the least senior of the two (2) employees shall be posted under the terms of the Collective Agreement.
4. The individual job sharing participants shall have the status of and share the entitlements of a full-time employee on a prorated basis.

## C Discontinuance of Job Sharing

A job share arrangement may be discontinued as follows:

1. If one of the job sharing participants leave the arrangement, the remaining job sharing participant, if he/she was a former full-time employee at the creation of the arrangement, shall be given the option of returning to full-time status:

- (a) If the full-time off is declined, the vacant portion of the job sharing position shall be posted as a job sharing vacancy under the Collective Agreement.
  - (b) If the job sharing vacancy is still not filled, the remaining job sharing participant shall be returned to full-time status.
2. If one of the job sharing participants leaves the arrangement, and the remaining job sharer was a former part-time employee, the vacant job sharing position will be posted. If not filled via job posting, the job sharing arrangement will be terminated and the full-time position posted as a full-time vacancy. The remaining job sharing participant shall revert to his/her former part-time status and shall be eligible to compete for the full-time position in accordance with the Collective Agreement.
3. Each job arrangement shall be written in the form of a Letter of Understanding, shall be a fixed term, as determined by the parties, and subject to review at least sixty (60) days before renewal. On notice of at least thirty (30) days to the parties and to the participants, any one of the parties or participants may cancel the job sharing arrangement.
4. In the event of a transfer of all or part of the Employer's services to another service provider, job sharing participants shall have the right to immediately terminate the arrangement and return to their former positions and status.

#### D Terms and Conditions

1. Union dues will be paid on the same percentage basis as all other bargaining unit employees during the job sharing period.
2. Benefit levels will be related to the gross income of the job sharing employees (i.e. A.D. &D., OMERS, life insurance, L.T.D.) All fringe benefits will continue to be made available to employees who job share subject to insurance eligibility rules. However, the Employer will only be required to contribute or pay premiums or provide benefits consistent with the collective agreement as if there was one employee in the full-time position rather than two. Premium payments required of employees because of job sharing will be made by payroll deductions. Written authorization from such employees for the payroll deduction of premium payments

must be provided to the Employer as a condition prior to their participation in the fringe benefit program.

3. Hours and days of work and specifics of job duties will be as established by the Supervisor from time to time.
4. The Employer will not be liable to make any payment in excess of what is required for a full-time employee performing all of the work of a full-time position simply because two employees are sharing the single job. Payments will be shared, not duplicated.
5. Overtime for job sharing employees will be considered as authorized hours worked in excess of the normal work week for the full-time position. Overtime compensation will be shared by the job sharing employees in the same proportion as the overtime is worked by them, and in no event will be greater than if the position was occupied by one full-time employee.
6. Job sharing participants will remain eligible to apply for temporary full-time or part-time vacancies as they arise.

16.12

**Recall**

- (a) Employees who are laid off shall be placed on a recall list for up to one (1) year in accordance with Article 16.06 (a), and shall retain, but not accrue seniority.
- (b) The Employer shall recall Employees in order of seniority to vacant bargaining unit positions for which he has the skill, competence, ability, experience, education and training and/or combination of equivalent education and experience, for a period of one year. Notice of recall shall be sent by registered mail to the last known address of the Employee, who shall respond to the recall notice within seven (7) days.
- (c) An Employee who is recalled and reinstated to a position with a lower rate of pay than the position which was occupied at the time of the layoff shall be given the first opportunity to return to their former position.
- (d) An Employee who is recalled to a position shall be granted a familiarization period in accordance with Article 13.05.

- (e) No new Employee shall be hired until those laid off and placed on the recall list have had the opportunity to be recalled.
- (f) An Employee who is recalled will receive remuneration equal to the applicable job rate and will retain his former grid placement.

16.13

**Recall for Seasonal Employees**

Seasonal employees who have completed their probationary period and have complete two (2) consecutive seasons of work shall only be offered employment in the same position in the following season on the basis of seniority. If the same position is no longer available, the employee shall be offered other seasonal positions, if available, so long as the employee has the skill, competence, ability, experience, education and training and/or combination of equivalent education and experience for the position.

When recalling a seasonal employee, the employer shall notify the employee(s) by registered mail and the employee shall accept or decline the position within seven (7) days of receipt of the offer of employment.

Seasonal workers are responsible for keeping the employer notified as to any changes of address or telephone number to maintain the accuracy of the employer's employee files.

**Article 17 - Technological Change**

- 17.01 Where the Employer decides to implement new work methods or equipment that will have a significant impact on employees, the Employer agrees to notify the Union. Either party may request a meeting of the Employer/Employee Relations Committee to discuss the impact of the implementation on employees.

**Article 18 - Leaves of Absence**

18.01

**Union Leave**

- (a) The Employer shall grant leave of absence without pay to attend Union functions provided that this leave does not unduly interfere with the operations of the Employer. Such leave will not be unreasonably withheld. In requesting such leave-of-absence for an Employee, the Union must give at least thirty (30) days' notice in writing to the Employer. During such leave-of-absence, the Employee shall retain and accrue seniority and vacation entitlements. The Employer shall maintain the Employees benefit

coverage and bill the Union for the Employer's portion of the benefit premiums.

- (b) In addition to the time off granted in 18.01 (a), and where an employee has been elected as Local President, the Employer recognizes that additional time off during regular working hours may be necessary for the purpose of assisting members of the Local and the administration of Local business. The Local will advise the Employer promptly of such elected officer, identifying the term of office. The Employer shall grant time off with no loss of wages, benefits or credits, for Local business, of not more than four (4) hours bi-weekly, to be scheduled at a mutually agreeable time. It is understood that such time off granted shall not hinder or interfere with the regular performance of the employee's duties or responsibilities. The Employer shall invoice the Local Union for all pay and benefits during such leaves, and the Local Union shall reimburse the Employer.
- (c) Leave for Executive Board Members: Full-Time Position  
When an Employee is elected or appointed to a full-time position with OPSEU, the Employer shall grant a leave of absence without pay and with continuation of health and welfare benefit coverage paid by OPSEU for the duration of such leave. The Union shall give thirty (30) days' notice in writing to the Employer. At the end of the assignment, the Employee shall, with thirty (30) days written notice to the Employer be returned to the position held immediately prior to the commencement of the leave or to a comparable position with no decrease in pay should the original position be eliminated. For the duration of the leave, the employee's seniority and vacation entitlement shall be retained but not accrued.
- (d) Upon receipt of thirty (30) days written notice to the Employer, leave of absence with no loss of salary and with no loss of credits shall be granted to an Employee elected as an Executive Board Member of the Union. During such leave the employee's health and welfare benefit coverage shall be maintained by the Employer and the Union will reimburse the Employer for the salary and benefits paid to the Employee. An Employee on such leave shall retain and accrue seniority and vacation entitlements.

## 18.02

### Personal Leave

- (a) The Employer shall grant a total of ten (10) days Emergency Leave of Absence without pay in accordance with the Provincial Statutes.

- (b) In exceptional circumstances, the Chief Administrative Officer may grant a paid personal leave to a maximum of five (5) days.

18.03

**Extended Leave of Absence**

The Employer may, subject to operational feasibility, grant an extended leave of absence up to nine (9) months without pay. The request for a leave of absence shall be in writing at least thirty (30) days in advance. An Employee on such Leave of Absence shall retain their seniority but shall not accrue seniority or vacation during the Leave of Absence. Subject to the terms of the benefit plans, an Employee shall be allowed to continue enrolment in all Employee benefit plans at the Employee's own expense while on unpaid leave of absence. Such payment can be made through the Payroll office of the Employer provided that the employee informs the Employer of his intent to do so at the commencement of the leave and arranges with the Employer the appropriate payment schedule.

18.04

**Bereavement Leave**

- (a) An employee shall be granted five (5) days leave of absence without loss of salary, wages or benefits in the case of a death of a parent, spouse, child, brother or sister.
- (b) An employee shall be granted three (3) days leave-of-absence without loss of salary, wages or benefits in the case of a death of a grandparent, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law and sister-in-law.
- (c) An employee shall be granted one (1) day leave-of-absence without loss of salary, wages or benefits in the case of a death of an aunt or uncle, niece or nephew to attend the funeral.
- (d) An employee shall not be denied bereavement leave, for a spouse, child, parent, brother or sister, in the event that the death occurs while on paid vacation. Vacation will normally be extended by the number of days of entitlement.

18.05

**Jury Duty or Court Witness Pay**

An employee called for jury duty or subpoenaed, as crown witness in a court shall receive his regular rate of pay for each hour absent from regular scheduled working hours. The employee shall furnish the Employer with a certificate of service signed by the court together with a cheque of any fees received, excluding mileage.

18.06 **Family Medical Leave**

- (a) An employee shall be entitled to an unpaid leave of absence of up to eight (8) weeks to provide care or support to a family member in accordance with the *Employment Standards Act*.
- (b) An employee who wishes to take a leave of absence under this section shall advise the employer in writing.

18.07 The provisions of Articles 18.01, 18.02, 18.03, 18.04, 18.05 and 18.06 shall be extended to seasonal employees.

**Article 19 - Pregnancy and Parental Leave**

19.01 **Pregnancy Leave**

- (a) Pregnancy Leave shall be granted in accordance with the *Employment Standards Act*, except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.
- (b) An employee who is pregnant is entitled to unpaid pregnancy leave of up to seventeen (17) weeks. The employee may choose to take less time or, in special cases, the leave may be longer.
- (c) A birth mother can take both pregnancy leave and parental leave for a total of 52 weeks off work.
- (d) Pregnancy leave can be taken at any time during the seventeen (17) weeks before the baby is born. The leave starts at a time determined by the employee. Pregnancy leave must be taken all at the same time.
- (e) The employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. At such time she shall also furnish the Employer with the certificate of a legally qualified medical practitioner stating the expected birth date.
- (f) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (c) above by written notification received by the Employer at least two (2) weeks in advance thereof.

- (g) Credits for service and seniority shall, while an employee is on pregnancy leave, be on the basis of what the employee's normal regular hours of work would have been.
- (h) Vacation entitlement shall continue to accrue during pregnancy/parental leave. An employee may take earned vacation in conjunction with her leave, on arrangement with her Supervisory Department Head.
- (i) The Employer shall make the employer's contributions for all benefit plans, including pension, currently enrolled in, provided the employee pays the employee's contributions.
- (j) The employee shall make monthly payments to cover his portion of the amount due to cover the employee's contributions for all benefit plans, including OMERS pension, in which the employee is currently enrolled in. If an employee decides not to return to work, any payments owing will be deducted from the employee's accumulated vacation pay.
- (k) If the employee decides not to participate in the Employer's benefit plans, including OMERS pension, currently enrolled in, the employee must advise the Employer, in writing, prior to commencing the pregnancy/parental leave.
- (l) The employee shall contact the Finance Department prior to the pregnancy/parental leave regarding Canada Savings Bond contributions, if applicable.
- (m) Subject to any changes to the employee's status which would have occurred had she not been on pregnancy leave, the employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay.
- (n) A Record of Employment shall be given to the employee by the Finance Department when the leave commences so that Unemployment Insurance Benefits can be applied for by the employee.
- (o) An employee who takes Pregnancy or Parental Leave shall not terminate his or her employment before the leave expires or when it expires without giving the Employer at least four (4) weeks written notice of termination.

**Parental Leave**

- (a) Parental leaves, including Adoption Leave, will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision. The service requirement for eligibility for parental leave shall be thirteen (13) weeks of continuous service.
- (b) Parental leave enables parents up to 35 weeks of unpaid leave from work if pregnancy leave was taken (37 weeks if pregnancy leave was not taken). This leave must start no later than 52 weeks after the baby is born or the child first comes into their custody, care or control. Both parents are entitled to this leave. Parental leave is not part of pregnancy leave and must be taken all at once.
- (c) An employee, who qualifies for parental leave, other than an adoptive parent, shall give written notification of at least two (2) weeks in advance of the date of the commencement of such leave and the expected date of return.
- (d) Parental leave enables parents up to 35 weeks of unpaid leave from work if pregnancy leave was taken (37 weeks if pregnancy leave was not taken). This leave must start no later than 52 weeks after the baby is born or the child first comes into their custody, care or control. Both parents are entitled to this leave. Parental leave is not part of pregnancy leave and must be taken all at once.
- (e) For the purposes of this Article, parent shall be defined to include a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own.
- (f) An employee who is an adoptive parent shall advise the Employer as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.

An employee who is an adoptive parent may extend the parental leave for such greater time as may be required by the

adoption agency concerned to a maximum total of one (1) year.

An employee shall reconfirm his or her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Employer at least two (2) week in advance thereof.

- (g) Credits for service and seniority shall, while an employee is on pregnancy leave, be on the basis of what the employee's normal regular hours of work would have been.
- (h) Vacation entitlement shall continue to accrue during pregnancy/parental leave. An employee may take earned vacation in conjunction with his leave, on arrangement with his Supervisory Department Head.
- (i) The Employer shall make the employer's contributions for all benefit plans, including pension, currently enrolled in, provided the employee pays the employee's contributions.
- (j) The employee shall make monthly payments to cover his portion of the amount due to cover the employee's contributions for all benefit plans, including OMERS pension, in which the employee is currently enrolled in. If an employee decides not to return to work, any payments owing will be deducted from the employee's accumulated vacation pay.
- (k) If the employee decides not to participate in the Employer's benefit plans, including OMERS pension, currently enrolled in, the employee must advise the Employer, in writing, prior to commencing the pregnancy/parental leave.
- (l) The employee shall contact the Finance Department prior to the pregnancy/parental leave regarding Canada Savings Bond contributions, if applicable.
- (m) Subject to any changes to the employee's status which would have occurred had she not been on pregnancy leave, the employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay.
- (n) A Record of Employment shall be given to the employee by the Finance Department when the leave commences to that Unemployment Insurance Benefits can be applied for by the employee.

- (o) An employee who takes Pregnancy or Parental Leave shall not terminate his or her employment before the leave expires or when it expires without giving the Employer at least four (4) weeks written notice of termination.

19.03 The provisions of Articles 19.01 and 19.02 shall be extended to seasonal employees.

## **Article 20 – On Call**

- 20.01 Public Works Operations Staff, will be “On Call” after regular working hours on a continuous rotating weekly basis commencing Thursday at 4:30 p.m. and ending the following Thursday at 7:30 a.m.
- 20.02 If a Statutory holiday falls on a Thursday the shift will change either the day before or after by mutual agreement of the affected Employees.
- 20.03
- (a) Employees may trade “On Call” shifts with a fellow employee.
  - (b) Employees may also give up their “On Call” shift to a fellow employee.
  - (c) Employees shall be exempt from “On Call” subject to the operational requirements of the employer so long as there are sufficient employees willing to perform the “On Call” duties. Employees wishing to be exempt shall submit their request in writing and shall remain exempt until subject to the operational requirements of the employer a subsequent written request is submitted to the Employer requesting to be reinstated to the “On Call” list. Requests for such exemptions from “On Call” shall be granted on the basis of seniority.
- 20.04 Any changes arranged in accordance with Article 20.03, must be communicated to, approved by, and confirmed in writing with the Crew Leader, on duty for the affected shift forty-eight (48) hours in advance of the shift change.
- 20.05 The employee “On Call” must carry a pager at all times he is “On Call” and initiate a suitable response within thirty (30) minutes from the time of the page.
- 20.06 The employee “On Call” will be provided with a vehicle to take home during his “On Call” shift. This vehicle is not to be used for personal use.

- 20.07 The employee "On Call" will be required to respond to all after hour's calls and page ins. He will be responsible for all calls of a minor nature, such as leaky water meters, emergency service shut offs, sanitary lateral blockages, road sign repairs, etc. If the call out is of a serious nature and requires additional Employees or equipment, the employee "On Call" shall notify the Crew Leader on duty.
- 20.08 If an employee is sick during the time he is scheduled to be "On Call", the next employee "in line" must take the "On Call" duty and will be paid accordingly.
- 20.09 The employee "On Call" will be required to keep a log of all calls received and the action taken.
- 20.10 The rate of pay for "On Call" duty shall be as follows:
- (a) Monday to Friday equivalent to one (1) hour's pay
  - (b) Saturdays and Sundays equivalent to one and one half (1½) hour's pay
  - (c) Statutory Holidays equivalent to two (2) hour's pay
- at the applicable rate for the employee participating.
- 20.11 Time required for completion of call outs shall be paid at the applicable overtime rate in accordance with Article 21.08 Overtime. The minimum pay shall be four (4) hours pay, at the regular rate of pay. All calls received within two (2) hours of an initial call, requiring a response, do not receive an additional minimum payment.
- 20.12 Calls, which can be resolved by use of telephone, are not eligible for "call out" pay.
- 20.13 **Call In**
- (a) Public Works Operational Centres and Community, Culture and Recreational staff shall be responsible for maintaining a seniority list for their respective departments for "Call In" purposes. Employees shall be called in order of seniority on a continuous rotating basis. In special circumstances, Employees may be skipped to reach the next available person with the required qualifications to complete the specialized work. On the next "Call In", the Employee/s skipped will retain their position on the list and the person selected for the specialized work will be skipped and rotation will continue. The Employee "On Call" is also skipped for the week they are "On Call", but retains their position on the list for future rotation.

- (b) For the purpose of division of call in, the Water and Roads work groups will be split. Offers for after hours call in unique to their respective work groups (i.e. snowplowing) will be offered in order of seniority on a continuous rotating basis, followed by seniority on a continuous rotating basis of the alternate work group.
- (c) All Full Time and Regular Part Time Employees shall be paid at the applicable overtime rate in accordance with Article 21.07 Overtime. The minimum pay shall be four (4) hours pay, at the regular rate of pay.

20.14

**Call In – Seasonal**

Where a seasonal employee is called back to work after having worked forty (40) hours in a week, the minimum pay shall be four (4) hours pay, at the regular rate of pay.

The Employer shall be responsible for maintaining a seniority list for the respective departments for "Call-in" purposes. Employees shall be called in order of seniority on a continuous rotating basis. In special circumstances, Employees may be skipped to reach the next available person with the required qualifications to complete the specialized/specific work. On the next "Call-in", the Employee/s skipped will retain their position on the list and the person selected for the specialized/specific work will be skipped and rotation will continue to the next available person with the required qualifications to complete the work.

**Article 21 - Hours of Work**

21.01

**Civic Centre**

- (a) Subject to Management rights the normal work week for Full Time Office and Technical Employees of the Civic Centre in all departments shall consist of five (5) days, Monday to Friday, seven (7) hours per day, thirty-five (35) hours per week.
- (b) Subject to operational feasibility all Full Time Employees shall be allowed to work an extra half-hour per day so as to have every third Friday off with pay.
- (c) All employees shall be entitled to two (2) paid fifteen-minute breaks and one (1) thirty minute unpaid meal break during each working day. Workday breaks may be combined for use on a daily basis and may not be accumulated.

- (d) All employees are permitted limited flex hours, where operationally feasible, with the approval of their Department Head. All employees are required to be in attendance during the core hours between 9:00 am and 4:00 pm.

21.02

**Public Works – Operations Staff**

- (a) Subject to Management right the normal work week for Full Time Water/Wastewater Operations Employees shall consist of five (5) days, Monday to Friday, eight (8) hours per day, forty (40) hours per week.
- (b) Subject to management right the normal work week for Full Time Roads Operations Employees shall consist of five (5) days, Monday to Friday, eight (8) hours per day, forty (40) hours per week. Recognizing the employers need for coverage for inclement weather in the Roads work group, the employer will post the winter schedule one (1) month prior to becoming effective.
- (c) Subject to operational feasibility all Full Time Employees shall be allowed to work an extra half-hour per day so as to have every third Friday off with pay.
- (d) All employees shall be entitled to two (2) fifteen-minute paid breaks and one (1) thirty minute unpaid meal break during each working day.

21.03

**Department of Recreation and Community Services – Office Staff**

- (a) Subject to Management rights the normal work week for Full Time Office Employees of Recreation and Community Services shall consist of five (5) days, Monday to Friday, seven (7) hours per day, thirty-five (35) hours per week.
- (b) Subject to operational feasibility all Full Time Employees shall be allowed to work an extra half-hour per day so as to have every third Friday off with pay.
- (c) All employees shall be entitled to two (2) fifteen-minute paid breaks and one (1) thirty minute unpaid meal break during each working day. Workday breaks may be combined for use on a daily basis and may not be accumulated.
- (d) All employees are permitted limited flex hours, where operationally feasible, with the approval of their Department Head. All

Employees are required to be in attendance during the core hours between 9:00 am and 4:00 pm.

21.04

**Department of Recreation and Community Services – Operations  
Staff and Community Program Assistant**

- (a) (i) Subject to Management rights the normal work week for Full Time Operations Staff shall consist of eight (8) hours per day, forty (40) hours per week. Shift work is required for all positions and will be scheduled.
- (a) (ii) Subject to Management rights, the normal work week for the Full Time Community Program Assistant shall consist of forty (40) hours per week.
- (b) (i) The Employer shall post Operation Staff shift schedules twice a year, a summer schedule and a winter schedule. Schedules shall be posted two months prior to becoming effective, approximately on the first of April and the first of September.
- (b) (ii) Hours for the Community Program Assistant will be scheduled to meet Program requirements.
- (c) All employees shall be entitled to two (2) fifteen-minute paid breaks and one (1) thirty minute unpaid meal break during each working shift.
- (d) Emergency shift coverage will be backfilled with part-time employees when available (e.g. part-time staff who have not worked or been scheduled forty (40) hours in the week). When overtime coverage is required it shall be offered to Full-time employees, then to Part-time employees, in order of seniority on a rotating basis.

21.05

**Department of Recreation and Community Services –Museum**

- (a) Subject to Management rights, the normal work week for Full Time Museum staff shall consist of thirty-five (35) hours per week.
- (b) Hours for the Museum staff will be scheduled to meet Program requirements.
- (c) All employees shall be entitled to two (2) fifteen-minute paid breaks and one (1) thirty minute unpaid meal break during each working day. Workday breaks may be combined for use on a daily basis and may not be accumulated.

21.06

**Department of Recreation and Community Services – Seasonal**

Subject to Management rights, the normal work week for seasonal employees shall consist of up to forty (40) hours per week. Shift work may be required for positions and will be scheduled. Schedules will be posted at least one week prior to the commencement of the schedule. If an employee's work schedule is changed, the employee shall be given forty-eight (48) hours' notice of the change. All seasonal employees shall receive a minimum of four (4) hours pay for any scheduled shift that has been cancelled due to inclement weather.

21.07

**Overtime**

- (a) It is understood and agreed that due to the nature of its operations the employer may require employees to work overtime. Three types of overtime are recognized:
- (i) Extension Overtime – work performed outside of the normal work period in order to complete a specific job begun during that period. Time shall be counted from normal quitting time until the employee is released, minus time allowed for meal breaks as required by the *Employment Standards Act*. Extension overtime shall be offered to the employees performing the specific job during the normal work period. Employees shall retain their position on the call in seniority list provided the extension overtime does not exceed four (4) hours.
  - (ii) Scheduled Overtime – work performed outside of normal scheduled hours for which notification has been given a minimum of nine (9) hours in advance. Time shall be counted from the time the employee arrives at the workplace until he/she is released, or if the overtime is prior to and contiguous with normally scheduled hours, the time at which the normal scheduled shift begins, minus time allowed for meal breaks as required by the *Employment Standards Act*. In the case of failure to provide nine (9) hours' notice, the overtime shall be deemed to be emergency call-in overtime. Scheduled overtime shall be offered to employees as per the terms of Article 20.13.
  - (iii) Emergency Call-in Overtime – work performed outside of normal scheduled hours for which there has been no pre-arrangement. Time shall be counted from the time the employee arrives at the workplace until he/she is released, or if the overtime is prior to and contiguous with normally scheduled hours, the time at which the normal scheduled

shift begins, minus time allowed for meal breaks as required by the *Employment Standards Act*. Call-in overtime shall be offered to employees as per terms of Article 20.13.

(b) Overtime shall be calculated to the nearest one half (½) hour.

(c) **Remuneration**

(i) **Scheduled Work Day**

One and one half times the employee's basic rate for all authorized overtime.

(ii) **Scheduled Day Off**

One and one half times the employee's basic rate for all authorized overtime. Employees required to work on a scheduled day off may, at their option, schedule another day off or be paid for the day in addition to overtime hours worked. For the purpose of this clause, a scheduled day off includes only the following: approved vacation, or banked overtime and Happy Fridays.

(iii) **Saturdays, Sundays and Statutory Holidays**

Two times the employee's basic rate for all authorized overtime.

(d) **Banked Overtime**

Employees shall be permitted to bank overtime at the applicable overtime rate. Banked overtime shall not exceed forty-eight (48) hours at any given time. Employees wishing to use banked overtime as time off shall submit the request in writing to the Department Head for approval.

(e) **Seasonal Overtime**

Where a seasonal employee works in excess of forty (40) hours in any week, the employee shall receive pay for those hours at one and one-half (1-1/2 x) the regular hourly rate of pay for the position.

(f) **Operations Rest Periods**

When an employee is called in on overtime and does not have eight (8) hours off before his/her next shift starts, any time under one hour of regular time that has to be used shall be unpaid and any time over an hour shall be compensated by the Employer at the regular hourly rate of pay as a paid rest period, provided the employee reports for their regular shift (after the rest period) and works till the end of what would be their next regular shift.

**Article 22 – Wages**

22.01 General wage increase of \$0.40 on all steps of the pay grid effective and retroactive to October 1, 2015, in each year of the contract.

**Article 23 - Shift Premium and Weekend Premiums**

23.01 Effective upon ratification of this contract Shift Premiums and Weekend Premiums shall increase as follows:

- (a) All employees (except Seasonal) who are regularly scheduled to work shifts shall receive shift premium of one dollar and five cents (\$1.05) for all hours worked outside normal working hours Monday to Friday
- (b) All employees (except Seasonal) shall receive shift premium of one dollar and fifteen cents (\$1.15) per hour for all hours worked between 6:00 am to close on Saturday and Sunday.
- (c) Seasonal employees who are scheduled to work shifts shall receive shift premium of one dollar and five cents (\$1.05) for all hours worked past 4:30 pm, Monday to Friday.
- (d) Seasonal employees who are scheduled to work shifts shall receive shift premium of one dollar and fifteen cents (\$1.15) per hour for all hours worked past 4:30 pm on Saturdays and Sundays.
- (e) Shift premium shall not be paid for the Standby Shift defined in Article 20.

**Article 24 - Paid Holidays**

24.01 (a) The Employer will pay to all full-time employees, except those on leave-of-absence (other than covered by the *ESA, Employment Standards Act*), lay-off, or any other form of temporary separation of employment, the regular rate of pay for paid holidays as designated below:

- |                 |                  |
|-----------------|------------------|
| New Year's Day  | Family Day       |
| Good Friday     | Victoria Day     |
| Canada Day      | Civic Holiday    |
| Labour Day      | Thanksgiving Day |
| Remembrance Day | Christmas Day    |
| Boxing Day      |                  |

and any other holiday proclaimed by the Federal, Provincial or Municipal Governments.

- (b) Easter Monday may be taken as a floating holiday. A Floating Holiday is to be taken at a time mutually agreed upon. Such agreement shall not be unreasonably withheld. No employee required to work these days, during the normal working hours, shall be paid overtime.
- (c) All employees are entitled to a half day December 24<sup>th</sup> and a half day December 31<sup>st</sup> if these dates fall on an Employees normal working day, and if operationally feasible. No employee required to work these days, during the normal working hours, shall be paid overtime. However, they will be permitted to take the equivalent of time off with pay at a mutually agreed upon time. Where the ½ day before Christmas Day or New Year's Day falls on a non-working day, the employee shall receive a half floater to be taken at a mutually agreed upon time.
- (d) If the employee terminates his/her employment the employee shall only receive entitlements to paid holidays if he/she qualifies under Article 24.03. Easter Monday shall be the qualifying date.

24.02 If any of the above holidays fall or are observed during an employee's vacation or on a scheduled day off, the employee shall receive equivalent time off with pay at a mutually agreed upon time.

24.03 All full time employees shall qualify for holidays, including floating holidays, without loss of regular pay on the following conditions:

- (a) the employee must have worked at least twelve (12) days of the twenty-eight (28) calendar days immediately preceding the holiday;
- (b) the employee must work his full regularly scheduled workdays immediately preceding and following the holiday unless:
  - (i) absent on vacation;
  - (ii) absent on either of those days and such absence is authorized by the Employer or a medical certificate issued by a qualified physician is presented to the Employer

24.04 Regular Part Time and Seasonal Employees will be entitled to the Civic Holiday, in accordance to 24.03, and Public Holidays in accordance with the *Employment Standards Act*.

24.05 Casual and seasonal employees will be entitled to Public Holidays in accordance with the *Employment Standards Act*.

**Article 25 - Vacations**

- 25.01 (a) All Full-Time Employees shall receive annual paid vacations based upon their length of continuous service with the Employer including their continuous service with the predecessor employers, the Township of Moore and the Township of Sombra as measured from their anniversary date of employment.
- (b) When an employee, including seasonal employees is hired as a Full Time Employee, one hundred percent (100%) of previous continuous part-time, temporary, casual employment, seasonal employment and previous job share hours will be used, to adjust the date of commencing full time employment for vacation entitlement.
- (c) Full time employees on an extended Leave of Absence and employees in job share positions, will have their paid vacation entitlement pro-rated to the hours worked during the year vis a vis the full time hours for their respective department.
- (d) Full time employees on Personal Leave, Parental, Maternity, Family Leave, or Short Term Disability shall retain and continue to accrue paid vacation for the duration of the leave.
- (e) Employees on WSIB shall continue to accrue paid vacation for a period of 17 weeks, after which they shall retain but not continue to accrue vacation, subject to the provisions of the *Ontario Human Rights Code*.
- (f) Full time employees on Long Term Disability shall retain but not continue to accrue vacation while on Long Term Disability, subject to the provisions of the *Ontario Human Rights Code*.

25.02 **Vacation Entitlement**

- (a) Employees who have completed one (1) year service but less than three (3) years' service with the Employer, including service with the predecessor employer, shall receive seventy (70) hours of vacation if regular work week is 35 hours, and eighty (80) hours of vacation if regular work week is 40 hours, with vacation pay at their rate of remuneration at the time they take their vacation.

- (b) Employees who have completed three (3) years' service but less than nine (9) years of service with the Employer, including service with the predecessor employer, shall receive one hundred and five (105) hours of vacation if regular work week is 35 hours, and one hundred and twenty (120) hours of vacation if regular work week is 40 hours, with vacation pay at their rate of remuneration at the time they take their vacation.
- (c) Employees who have completed nine (9) years' service but less than sixteen (16) years' service with the Employer, including service with the predecessor employer, shall receive one hundred and forty (140) hours of vacation if regular work week is 35 hours, and one hundred and sixty (160) hours of vacation if regular work week is 40 hours, with vacation pay at their rate of remuneration at the time they take their vacation.
- (d) Employees who have completed sixteen (16) years' service but less than twenty-five (25) years of service with the Employer, including service with the predecessor employer, shall receive one hundred and seventy-five (175) hours of vacation if regular work week is 35 hours, and two hundred (200) hours of vacation if regular work week is 40 hours, with vacation pay at their rate of remuneration at the time they take their vacation.
- (e) Employees who have completed twenty-five (25) years' service or more years' of service with the Employer, including service with the predecessor employer, shall receive two hundred and ten (210) hours of vacation if regular work week is 35 hours, and two hundred and forty (240) hours of vacation if regular work week is 40 hours, thirty (30) days' vacation annually, with vacation pay at their rate of remuneration at the time they take their vacation.
- (f) Employees shall be entitled to receive two percent (2%) for each five (5) days of vacation entitlement on all overtime pay worked in accordance with pay rates in effect on January 1<sup>st</sup> of the vacation year to be paid out on the last pay in December on a separate cheque.

25.03

An employee will be allowed to carry forward to a succeeding year, calculated from the anniversary date of employment, an accumulated maximum of forty (40) hours or thirty-five (35) hours respectively for those employees normally working 40 or 35 hours per week, subject to operational feasibility. Employees will be paid out for all unused vacation time in excess of 40 hours or 35 hours that may be carried to a succeeding year. Employees are encouraged to take vacation in the year in which they are due.

25.04 The time of vacation for each employee each year will be mutually arranged between the employee and the Employer, taking into account adequate coverage in each classification and in each department. Every effort will be made for employees to take vacations in one hundred and five (105) hour blocks if regular work week is 35 hours, and one hundred and twenty (120) hour blocks if regular work week is 40 hours where eligible and so requested. Vacation requests shall be approved by the respective Department Head and in the event of conflict of requested vacation times, requests will be granted based on seniority on a rotating basis.

25.05 An employee who becomes sick immediately prior to going on vacation and is thus prevented from taking vacation, shall have his vacation rescheduled as mutually agreed upon with the Department Head, provided the employee provides satisfactory evidence to the Chief Administrative Officer of such illness.

If during the employee's vacation he becomes incapacitated and is confined to bed under the care of a medical doctor, the duration of such confinement shall be considered as sick time and any unused vacation will be rescheduled, provided the employee provides satisfactory evidence to the Chief Administrative Officer of such illness and confinement. The Employee is responsible for notifying the Chief Administrative Officer of such incapacitation when it occurs.

25.06 **Vacation Pay on Leaving the Employ of the Township**  
Employees leaving the employ of the township before the anniversary date of their employment shall receive a payout of all vacation credits earned, including the two percent (2%) as per 25.02(f), but not yet taken calculated at the employee's regular hourly straight time rate of pay at the time of the payout in accordance with the *Employment Standards Act*.

25.07 No employee shall be required to work during his scheduled vacation period. However, should an employee agree to work when requested during their scheduled vacation, they shall be paid overtime in accordance with Article 21.08 and the employee may reschedule their vacation to another date.

25.08 In the event of the death of an employee, any unused and accrued vacation entitlement shall be paid to his beneficiary/estate.

25.09. **Vacation – Regular Part-Time, Casual and Seasonal Employees**

- (a) Regular part-time employees who have completed less than five (5) years' service, casual and seasonal employees shall be paid vacation pay in accordance with the *Employment Standards Act*.
- (b) Regular part-time employees who work in a department that has a forty (40) hour work week, shall be paid an additional two percent (2%) vacation pay after they have worked ten thousand and four hundred (10,400) hours. Regular part-time employees who work in a department that has a thirty-five (35) hour work week, shall be paid an additional two percent (2%) vacation pay after they have worked nine thousand and one hundred (9,100) hours.

**Article 26 - Sick Leave**

- 26.01 (a) Employees will receive Short Term Disability benefits based on the following schedule, from the first day of absence due to disability from accident or sickness, and will be paid up to seventeen (17) weeks at the following rates:
- 1<sup>st</sup> week (5 days) - 100% of salary;
  - thereafter up to seventeen (17) weeks – 75% of salary.
- (b) There is no waiting period for the first nine (9) days of disability in any calendar year. No benefit payable for the first day of any subsequent absence if all nine (9) days have been used during the calendar year. For new regular full-time and regular part-time hires the number of sick days will be pro-rated based on hours and date of hire. Employees may use up to 2 days' credits (14 hours or 16 hours as per normal schedule) for the purpose of attending medical appointments that cannot be scheduled outside of normal working hours. It is understood that employees must attempt to schedule appointments outside of normal working hours whenever possible.
- 26.02 The employees' benefits will be continued while an employee is on Short Term Disability.
- 26.03 (a) A medical certificate from the employee's doctor will be required from an employee who is returning to work from sick leave or disability leave, after an absence of more than three (3) working days.

- (i) The Employer may require the employee to obtain a medical certificate from a doctor retained independently by the Township.
  - (ii) Where the Employer requires a medical certificate as per 26.03 (a)(i) the Employer shall discuss the requirement with the Union prior to making such a determination.
- (b) The employee will be responsible for the cost of the medical certificate unless a medical certificate is required from a doctor retained independently by the Employer. Should the Employer require a medical certificate from a Doctor retained independently by the Employer, the Employer shall pay for the cost of the certificate.
  - (c) Where the Employer suspects abuse, the Employer may request a medical certificate after one (1) day of absence. Where the Employer requests a medical certificate, under this clause, the Employee will be responsible for the costs of the medical certificate.
- 26.04 (a) After the Short Term Disability Plan ceases at the end of seventeen (17) weeks, an employee may be eligible for the Long Term Disability benefit at seventy percent (70%) of salary to age sixty-five (65) provided he is unable to fulfil all the duties of his own occupation for the first twenty-four (24) months, and thereafter any occupation he is suited for by training or education.
- (b) If requested, the employee may be required to provide a medical certificate annually. In addition, the Employer may require the employee to obtain a medical certificate from a doctor retained independently by the Employer. The employee will be responsible for the cost of the medical certificate, unless a medical certificate is required from a doctor retained independently by the Township.
- 26.05 For sick leave benefits available while on vacation refer to Article 25.
- 26.06 When a Full Time Employee is off due to illness (short-term disability, long-term disability or workers' safety and insurance) the employee will contact the supervisor to arrange for "topping up" the sick leave or Workers Safety and Insurance Board entitlement from available holiday/overtime credits in accordance with the Employer's "Topping Up" policy.
- 26.07 Any medical certificate required as a provision of this contract will be reimbursed up to twenty dollars (\$20.00)

## **Article 27 - Benefits**

27.01 (a) Benefits are listed in a master contract. A booklet will be issued to each participating employee. The employer has the flexibility to change the carrier. If there is a misunderstanding, the terms of the master contract will prevail.

(b) As a condition of employment and except where exempted by reason of coverage by a spousal or partner insurance plan, all Full Time Employees shall upon completion of the probationary period for all benefits except short term disability, and for short term disability after three months, enrol in the following group insurance programs under the conditions provided in the Master Contracts between the Employer and the Insurance Carriers:

The said plans will become effective the last day of the month following the signing of the contract.

- (i) Short Term Disability Plan will be self-insured by the Employer.
- (ii) Extended Health Care Plan with Drug and Semi-Private Hospital Coverage.
- (iii) Group Life Insurance Plan (with A.D.& D. rider) with a benefit rate of 2x annual salary.
- (iv) Dental Plan: Basic and Preventative 50% Co-insurance for Major services \$2,000 maximum; O.D.A. current fee schedule. The increased cost of the premiums for an enhanced dental plan to provide for composite fillings for all teeth shall be shared on a 50/50 basis by the employer and the employee.
- (v) Vision Plan with \$500.00 per person benefit rate per 24 months. Benefit coverage for vision examination increased from \$50.00 to \$100.00.
- (vi) Long Term Disability Insurance Plan with a qualifying period of 120 days and a benefit rate of 70% of regular straight time earnings.

(c) The Employer shall continue to pay one hundred percent (100%) of the premiums in effect on the date of signing of this Agreement for all of the above welfare benefits with the exception of the OMERS plan which requires matching employee contributions and the enhanced dental plan referred to in Article 27.01(b)(iv).

(d) All of the above group insurances shall be written on the basis of no deductible, no co-insurance and no premium cost share except as

indicated under 27.01(b)(iv). The group life policy shall have a spousal and dependents option which any eligible employee may pay for by way of payroll deductions.

- (e) The Union recognizes that any E.I. premium reduction accruing to the Employer by reason of the existence of these insurances shall remain with the Employer exclusively.
- (f) The Employer agrees to consider the OPSEU Joint Benefit Trust by obtaining a quote from the Trust the next time the Employer tenders/prices the cost of the existing Benefit Plans.

27.02 Regular part time employees in lieu of benefits as provided for in Article 27 will receive an additional twelve percent (12%) of their base hourly wage (no vacation pay will be paid on the payment in lieu of benefits).

27.03 **Extended Health Care Benefits – Retirees**  
The Employer shall pay one hundred percent (100%) of the premiums to provide Extended Health Care, Vision Care, Dental Care and reduced Life Insurance to age 65; and 50% of the premiums from the age of 65 to 70 years.

27.04 **Health Care Benefits For Employees Over 65**  
For Employees over the age of 65 who are still working, the Employer will pay one hundred percent (100%) of the premiums to provide Extended Health Care, Vision Care, Dental Care and reduced Life Insurance, up to age 70.

27.05 Seasonal employees shall not be entitled to any benefits as detailed in Section 27 of the current contract.

### **Article 28 - Pension**

28.01 All full time employees (with the exception of former employees of Sombra Township) shall be enrolled in the OMERS Pension Plan if they meet the necessary qualifications of the Plan.

Regular part-time and seasonal employees may enrol if they meet the necessary qualifications.

28.02 The Employer and the employee shall each contribute at the applicable rate as prescribed by OMERS.

28.03 Former employees of Sombra Township shall have the option of continuing to participate in the Group R.R.S.P. or may have the option of joining the OMERS Plan, if acceptable to OMERS. Employer contribution

to RRSP for former Sombra employees to correspond to applicable rate as set by OMERS of earnings up to the Year's Maximum Pensionable Earnings (YMPE) or a minimum of 6% of employee's gross earnings.

28.04 **Normal Retirement**

The normal retirement date for an employee of the Employer is the last day of the month in which the employee reaches the age of sixty-five (65).

28.05 **Early Retirement**

Early retirement is when employment ceases with the Employer, the employee is within ten (10) years of Normal Retirement.

**Article 29 - Workers' Safety and Insurance Board**

29.01 All employees employed by the Employer including *seasonal employees* shall be covered by the Worker's Safety and Insurance Board.

Where an employee is absent by reason of an injury or an industrial disease for which a claim is made under the *Workers' Safety and Insurance Board Act*, his salary shall continue to be paid at the applicable Short Term Disability or Long Term Disability rate. At the end of the period of absence due to injury or industrial disease, a reconciliation will determine the amounts of any monies owed to or by either the employee or the employer.

29.02 Where an employee receives an award under the *Workers' Safety and Insurance Board Act*, the Employer agrees to maintain premium coverage for insured benefits as provided in the Collective Agreement and shall maintain participation in the pension plan. The employee shall continue to accumulate vacation credits and seniority during the period covered by the award.

29.03 Employees shall, at the employee's option, be entitled to "top-up" WSIB entitlements with accumulated vacation and over-time credits in accordance with the Employer's "Topping Up" policy.

**Article 30 - Expenses**

30.01 **Mileage**

Municipal employees including seasonal employees who are required to operate their personal vehicle on Employer's business will be reimbursed at the current rate per kilometre as per approved Employer's Policy.

30.02

**Meal Allowance**

- (a) All employees, including seasonal employees required to work overtime are entitled to meal allowances on the following basis:
  - (i) **Extension Overtime**  
When an employee is required to work beyond their regular shift they shall be entitled to one meal allowance after overtime in excess of two (2) hours and one meal allowance for every four (4) hours thereafter until they are released.
  - (ii) **Scheduled Overtime**  
When overtime has been scheduled at least nine (9) hours in advance, an employee shall be entitled to one meal allowance after overtime in excess of ten (10) hours and every four (4) hours thereafter until they are released.
  - (iii) **Emergency Call-in Overtime**  
When an employee is called in for emergency overtime they shall be entitled to one meal allowance every four (4) hours until they are released.
- (b) Meal allowances require the approval of the Department Head or his authorized designate.
- (c) The meal allowance shall be \$10.00 for breakfast; \$12.00 for lunch; and \$14.00 for an evening meal.

30.03

**Miscellaneous Expenses**

An employee shall be reimbursed for any reasonable out-of-pocket expenses incurred in the service of the Employer.

**Article 31 - General**

31.01

**Employees Assistance Plan**

The Employer shall continue to provide to all employees an EAP.

31.02

**Computer Purchase**

The Employer agrees to employee's purchasing used and new computer equipment through the payroll deduction plan by a signed agreement between the employee and the Employer. This policy is limited to expenditures of two hundred and fifty dollars (\$250.00) or more.

- 31.03     **Hepatitis "B" Shots**  
The Employer shall arrange for Hepatitis "B" shots for all employees who are at risk, at the Employer's expense.
- 31.04     **Staff Recreation Club**  
The Employer shall approve an Employees' Recreation Club available to all employees and Council Members, organized by the same employees. The Employer will match contribution of the members of this Club to a maximum of one dollar fifty cents (\$1.50) per week. The financial records are to be reviewed annually by the Director of Finance.
- 31.05     **Nepotism Policy**
- (a)     For the efficient administration of the Employer, and for no other reason, no employee shall work under the direct or indirect supervision of another employee who is a member of his or her immediate family.
  - (b)     Direct supervision exists when an employee reports to a supervisor with no intervening levels of supervision.
  - (c)     Indirect supervision for purposes of this policy exists when an employee reports to a supervisor through one level of supervision.
  - (d)     Immediate family means a parent, child, spouse (legal or common-law), brother, sister, mother-in-law, father-in-law, son-in-law, or daughter-in-law.
- 31.06     The provisions of Articles 31.01 to 31.05 inclusive be extended to seasonal employees.
- 31.07     The effective date for enhanced vacation entitlement as provided for in Article 25.02(e) and 25.09(b) shall be the date of the signing of this contract.
- 31.08     **Duration of Agreement**  
The term of this Collective Agreement shall be from October 1, 2015 to September 30, 2018.

Signed at Markham Ontario this 19<sup>th</sup> day of April 2016.

**For the Ontario Public Service  
Employees Union**

**For the Corporation of the  
Township of St. Clair:**

Darius Wade

Jpl Rody

Tom Lane

JFR

Sharon

Bill

Bob

Lawrence Foley

[Signature]

Wan

## Schedule "A" – Wages

SCHEDULE A - HOURLY RATES October 1, 2015 to September 30, 2016						
Band	Job Title	Entry	Step 2	Step 3	Step 4	Job Rate
8	Drainage Superintendent	\$31.13	\$33.05	\$34.98	\$36.91	\$38.83
7	Asset Management/Maintenance Tech	\$28.32	\$30.08	\$31.82	\$33.57	\$35.31
6	Engineering Assistant Engineering Technician Senior Tax Clerk Stn. Engineer/Electrician - Facilities/Parks Tax Collector Drainage Technician	\$26.01	\$27.61	\$29.23	\$30.81	\$32.42
5	Operations Water Community Program Assistant	\$22.70	\$24.10	\$25.49	\$26.88	\$28.27
4	Operations Works Operations/Community Culture/Recreation Administrative Assistant - Water First Cook Clerical Water/Works Curator - Sombra Musuem Drainage Clerk	\$20.29	\$21.53	\$22.78	\$24.02	\$25.26
3	Administrative Assistant Clerks Administrative Assistant Recreation Accounts Payable Clerk Customer Service Representative Horticulture Technician Asst. to Golf Course Super (lead hand) Accounting Clerk Food Services Lead Hand (Golf) Maintenance Serviceman (general maintenance) Campground Lead Hand Operation Staff PT - Community Service Assistant to General Manager - Golf Program Staff Musuem Clerk PT Finance Clerical Works Food Services Lead hand (Concessions)	\$18.47	\$19.61	\$20.74	\$21.87	\$23.01
2	Secretary Fire PT Clerical PT Works Maintenance Seasonal (Parks & Campground) Pro Shop Attendant Second Cook Maintenance Seasonal (Golf Course)	\$14.25	\$15.12	\$16.00	\$16.87	\$17.72
1	Front Desk Receptionist Janitor	\$11.45	\$12.14	\$12.83	\$13.52	\$14.21

**SCHEDULE A - HOURLY RATES October 1, 2016 to September 30, 2017**

<b>Band</b>	<b>Job Title</b>	<b>Entry</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Job rate</b>
8	Drainage Superintendent	\$31.53	\$33.45	\$35.38	\$37.31	\$39.23
7	Asset Management/Maintenance Tech	\$28.72	\$30.48	\$32.22	\$33.97	\$35.71
6	Engineering Assistant Engineering Technician Senior Tax Clerk Stn. Engineer/Electrician - Facilities/Parks Tax Collector Drainage Technician	\$26.41	\$28.01	\$29.63	\$31.21	\$32.82
5	Operations Water Community Program Assistant	\$23.10	\$24.50	\$25.89	\$27.28	\$28.67
4	Operations Works Operations/Community Culture/Recreation Administrative Assistant - Water First Cook Clerical Water/Works Curator - Sombra Musuem Drainage Clerk	\$20.69	\$21.93	\$23.18	\$24.42	\$25.66
3	Administrative Assistant Clerks Administrative Assistant Recreation Accounts Payable Clerk Customer Service Representative Horticulture Technician Asst. to Golf Course Super (lead hand) Accounting Clerk Food Services Lead Hand (Golf) Maintenance Serviceman (general maintenance) Campground Lead Hand Operation Staff PT - Community Service Assistant to General Manager - Golf Program Staff Musuem Clerk PT Finance Clerical Works Food Services Lead hand (Concessions)	\$18.87	\$20.01	\$21.14	\$22.27	\$23.41
2	Secretary Fire PT Clerical PT Works Maintenance Seasonal (Parks & Campground) Pro Shop Attendant Second Cook Maintenance Seasonal (Golf Course)	\$14.65	\$15.52	\$16.40	\$17.27	\$18.12
1	Front Desk Receptionist Janitor	\$11.85	\$12.54	\$13.23	\$13.92	\$14.61

**SCHEDULE A - HOURLY RATES October 1, 2017 to September 30, 2018**

<b>Band</b>	<b>Job Title</b>	<b>Entry</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Job rate</b>
8	Drainage Superintendent	\$31.93	\$33.85	\$35.78	\$37.71	\$39.63
7	Asset Management/Maintenance Tech	\$29.12	\$30.88	\$32.62	\$34.37	\$36.11
6	Engineering Assistant Engineering Technician Senior Tax Clerk Stn. Engineer/Electrician - Facilities/Parks Tax Collector Drainage Technician	\$26.81	\$28.41	\$30.03	\$31.61	\$33.22
5	Operations Water Community Program Assistant	\$23.50	\$24.90	\$26.29	\$27.68	\$29.07
4	Operations Works Operations/Community Culture/Recreation Administrative Assistant - Water First Cook Clerical Water/Works Curator - Sombra Musuem Drainage Clerk	\$21.09	\$22.33	\$23.58	\$24.82	\$26.06
3	Administrative Assistant Clerks Administrative Assistant Recreation Accounts Payable Clerk Customer Service Representative Horticulture Technician Asst. to Golf Course Super (lead hand) Accounting Clerk Food Services Lead Hand (Golf) Maintenance Serviceman (general maintenance) Campground Lead Hand Operation Staff PT - Community Service Assistant to General Manager - Golf Program Staff Musuem Clerk PT Finance Clerical Works Food Services Lead hand (Concessions)	\$19.27	\$20.41	\$21.54	\$22.67	\$23.81
2	Secretary Fire PT Clerical PT Works Maintenance Seasonal (Parks & Campground) Pro Shop Attendant Second Cook Maintenance Seasonal (Golf Course)	\$15.05	\$15.92	\$16.80	\$17.67	\$18.52
1	Front Desk Receptionist Janitor	\$12.25	\$12.94	\$13.63	\$14.32	\$15.01

**Memorandum of Understanding**

Between:

**The Corporation of the Township of St. Clair  
and  
The Ontario Public Service Employees Union**

Whereas the two parties have agreed that the employees of the former Township of Sombra, who have chosen not to participate in the Ontario Municipal Employees Retirement System, shall participate in a Group Registered Retirement Savings Plan. The provisions of this group R.R.S.P. plan shall be as follows:

1. Former employees of Sombra Township shall have the option of continuing to participate in the Group R.R.S.P. or may have the option of joining the OMERS Plan, if acceptable to OMERS. Employer contribution to RRSP for former Sombra employees to correspond to applicable rate as set by OMERS of earnings up to the Year's Maximum Pensionable Earnings (YMPE) or a minimum of 6% of employee's gross earnings.
2. There are no involuntary employee contributions.
3. Funds are in the employees names and are completely portable and fully vested.
4. Funds are accumulated in the plan and the employee has numerous options upon retirement, e.g.: cash withdrawal, annuity purchase with life time guarantees etc. Annuity also does not necessarily have to be purchased through current carrier but they will provide estate planning services and counseling.
5. Employer pays all overhead and administration charges.
6. Interest rates of funds can be guaranteed by the current carrier at the employees' individual option.
7. Early retirement options are completely open to the employee.
8. The Employer reserves the right to discontinue R.R.S.P. contributions for any employee who uses the R.R.S.P. funds for the purposes other than retirement income purposes. The Employer feels the plan was designed to provide income security for employees at retirement and not cash for short term needs for consumer spending.

Signed at Mooretown this 19<sup>th</sup> day of April 2016.

**For the Ontario Public Service  
Employees Union**

*Dwaine Wade*  
*Tom Lane*  
*Shirley*  
*[Signature]*  
*[Signature]*  
*[Signature]*

**For the Corporation of the  
Township of St. Clair:**

*John Roday*  
*[Signature]*