

ORIGINAL

Collective Agreement

between

Ontario Public Service Employees Union
on behalf of its Local 123

and

The Corporation of the Township of St. Clair

DURATION: October 1, 2009 – September 30, 2012



Sector 13
1-123-558-20120930-13

C.A. # 2099

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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.
- 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.

Temporary Vacancies

Temporary Vacancies are defined as position 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))

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.
- 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.
- 3.04 The parties agree to define bullying in a letter of understanding. See attached

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:

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.

behalf of the Union plus two employer representatives. The wages of the Unit Steward 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 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.
- (d) Employees serving on the Employee-Employer Relations Committee shall not lose regular earnings for time spent attending meetings of the Committee.

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

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 - \$150/year to be paid within the first month of each year

(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 returning seasonal employee to wear safety footwear, the employer shall reimburse the employee \$100.00 dollars upon the presentation of a purchase receipt.

7.05 The Employer agrees to provide ear plugs or earmuffs and other miscellaneous equipment as required and as outlined in the OSHA 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

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

- 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.

- 10.10 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.

- b) regular part-time, contract 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.

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

- (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 lateral move shall be placed on a pay grid one step below his current placement for a six (6) month familiarization period.
- (f) An Employee who makes a voluntary downward move shall receive the rate of pay in the lower classification, one step below his existing placement in the former position for a six (6) month familiarization period.
- (g) An Employee appointed to a new position in accordance with Article 13.03 (c), (d), (e) or (f) 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.

13.06 **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.

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.

Committee may request a meeting with the Employer to discuss the pending lay-off.

- 16.04 Subject to Article 16.02, contract 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.

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.

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

- (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 gird 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

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, or a child.
- (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 brother or sister, grandparent, grandchild, mother-in-law, father-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, brother-in-law or sister-in-law, 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

- (i) 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.
- (ii) An employee who wishes to take a leave of absence under this section shall advise the employer in writing.

- 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.

19.02 **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

- 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.

- 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:
- i) Monday to Friday equivalent to one (1) hours pay
 - ii) Saturdays and Sundays equivalent to one and one half (1½) hours pay
 - iii) Statutory Holidays equivalent to two (2) hours 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. snow plowing) 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 21.08 Overtime. The minimum pay shall be four (4) hours pay, at the regular rate of pay.

- (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.

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 two (2) 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.

- 22.02 Wages for 2010 shall increase throughout the bargaining unit by a factor of two percent (2%) effective October 1, 2010.
- 22.03 Wages for 2011 shall increase throughout the bargaining unit by a factor of two percent (2%) effective October 1, 2011.
- 22.04 During the year 2006, all job classes transferred from the St. Clair Parkway will be evaluated in accordance with the Township of St. Clair pay equity evaluation system and pay equity adjustments will be made to the positions as may be required by Pay Equity Act retroactive to the date of hire with the Township of St. Clair.

The Employer agrees to make Pay Equity adjustments to all male job classes as may be identified in the Pay Equity Maintenance negotiations currently underway but not yet completed.

Article 23 - Shift Premium And Weekend Premiums

- 23.01 Effective upon ratification of this contract Shift Premiums and Weekend Premiums will be instituted as below:
- (a) All employees who are regularly scheduled to work shifts shall receive shift premium of eighty-five cents (85¢) per hour for all hours worked outside normal working hours Monday to Friday.
 - (b) An employee shall receive shift premium of ninety-five cents (95¢) per hour for all hours worked between 6:00 a.m. to close on Saturday and Sunday.
 - (c) Shift premium shall not be considered a part of an employee's basic hourly rate.
 - (d) Shift premiums shall (not) be paid on overtime hours.
 - (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:

- (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 Effective upon ratification Regular Part Time 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, delete: (seventy-five percent (75%) add: one hundred percent (100%) of previous continuous part-time, contract, 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.

- 25.03 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

- (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.

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
Effective date of signing the Employer shall pay those that have retired within five (5) years, one hundred percent (100%) of the premiums to provide Extended Health Care, reduced Life Insurance, Vision Care, and Dental Care to the age of 65 and fifty percent (50%) of the premium from the age of 65 to 70 years. The premium cost share for any retiree who has retired five (5) years or more prior to the date of the signing of this contract will be the rate established by the previous past experience.

27.04 Health Care Benefits For Employees Over 65
Employees over the age of 65 who are still working will be entitled to receive 50% of the premiums for reduced life insurance, health care, vision care and dental care.

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 Years 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).

(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 \$8.00 maximum per meal for breakfast, \$12.00 maximum per meal for an evening meal and \$10.00 maximum per meal for lunch on Saturdays, Sundays and Statutory Holidays only.

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.

Schedule "A" – Wages

SCHEDULE A - HOURLY RATES		Oct. 1, 2009 to Sept. 30, 2010				
Band		Entry	Step 2	Step 3	Step 4	Job Rate
8	Drainage Superintendent	27.84	29.58	31.32	33.07	34.81
7	Asset Management / Maintenance Tech	25.30	26.88	28.46	30.04	31.62
6	Engineering Assistant	23.19	24.65	26.11	27.54	29.00
	Engineering Technician	23.19	24.65	26.11	27.54	29.00
	Senior Tax Clerk	23.19	24.65	26.11	27.54	29.00
	Tax Collector	23.19	24.65	26.11	27.54	29.00
	Stn. Engineer/Electrician - Facilities/Parks	23.19	24.65	26.11	27.54	29.00
5	Operations Water	20.20	21.46	22.73	23.99	25.25
	Community Program Assistant	20.20	21.46	22.73	23.99	25.25
4	Operations Works	18.02	19.14	20.27	21.39	22.52
	Operations/Community Culture/Recreation	18.02	19.14	20.27	21.39	22.52
	Administrative Assistant - Water	18.02	19.14	20.27	21.39	22.52
	First Cook	18.02	19.14	20.27	21.39	22.52
3	Administrative Assistant Clerks	16.37	17.40	18.42	19.45	20.48
	Administrative Assistant Recreation	16.37	17.40	18.42	19.45	20.48
	Account Payable Clerk	16.37	17.40	18.42	19.45	20.48
	Clerical Works	16.37	17.40	18.42	19.45	20.48
	Drainage Clerk	16.37	17.40	18.42	19.45	20.48
	Customer Service Representative	16.37	17.40	18.42	19.45	20.48
	Horticulture Technician	16.37	17.40	18.42	19.45	20.48
	Assistant to Golf Course Superintendent	16.37	17.40	18.42	19.45	20.48
	Accounting Clerk	16.37	17.40	18.42	19.45	20.48
	Food Services Lead Hand	16.37	17.40	18.42	19.45	20.48
	Maintenance Serviceman (General Maint)	16.37	17.40	18.42	19.45	20.48
2	Program Staff Museum	12.55	13.33	14.13	14.91	15.69
	Operation Staff PT - Community Service	12.55	13.33	14.13	14.91	15.69
	Secretary Fire PT	12.55	13.33	14.13	14.91	15.69
	Clerical PT Works	12.55	13.33	14.13	14.91	15.69
	Clerk PT Works	12.55	13.33	14.13	14.91	15.69
	Maintenance Seasonal (Parks & Campgrd)	12.55	13.33	14.13	14.91	15.69
	Pro Shop Attendant	12.55	13.33	14.13	14.91	15.69
	Second Cook	12.55	13.33	14.13	14.91	15.69
	Maintenance Seasonal (Golf Course)	12.55	13.33	14.13	14.91	15.69
1	Front Desk Receptionist	10.00	10.63	11.25	11.88	12.50
	Janitor	10.00	10.63	11.25	11.88	12.50

SCHEDULE A - HOURLY RATES		Oct. 1, 2011 to Sept. 30, 2012				
Band		Entry	Step 2	Step 3	Step 4	Job Rate
8	Drainage Superintendent	28.96	30.77	32.58	34.40	36.21
7	Asset Management / Maintenance Tech	26.32	27.96	29.61	31.25	32.90
6	Engineering Assistant	24.13	25.65	27.16	28.66	30.17
	Engineering Technician	24.13	25.65	27.16	28.66	30.17
	Senior Tax Clerk	24.13	25.65	27.16	28.66	30.17
	Tax Collector	24.13	25.65	27.16	28.66	30.17
	Stn. Engineer/Electrician - Facilities/Parks	24.13	25.65	27.16	28.66	30.17
5	Operations Water	21.02	22.33	23.65	24.96	26.27
	Community Program Assistant	21.02	22.33	23.65	24.96	26.27
4	Operations Works	18.74	19.91	21.09	22.26	23.43
	Operations/Community Culture/Recreation	18.74	19.91	21.09	22.26	23.43
	Administrative Assistant - Water	18.74	19.91	21.09	22.26	23.43
	First Cook	18.74	19.91	21.09	22.26	23.43
3	Administrative Assistant Clerks	17.04	18.10	19.16	20.24	21.30
	Administrative Assistant Recreation	17.04	18.10	19.16	20.24	21.30
	Account Payable Clerk	17.04	18.10	19.16	20.24	21.30
	Clerical Works	17.04	18.10	19.16	20.24	21.30
	Drainage Clerk	17.04	18.10	19.16	20.24	21.30
	Customer Service Representative	17.04	18.10	19.16	20.24	21.30
	Horticulture Technician	17.04	18.10	19.16	20.24	21.30
	Assistant to Golf Course Superintendent	17.04	18.10	19.16	20.24	21.30
	Accounting Clerk	17.04	18.10	19.16	20.24	21.30
	Food Services Lead Hand	17.04	18.10	19.16	20.24	21.30
	Maintenance Serviceman (General Maint)	17.04	18.10	19.16	20.24	21.30
2	Program Staff Museum	13.05	13.87	14.70	15.51	16.32
	Operation Staff PT - Community Service	13.05	13.87	14.70	15.51	16.32
	Secretary Fire PT	13.05	13.87	14.70	15.51	16.32
	Clerical PT Works	13.05	13.87	14.70	15.51	16.32
	Clerk PT Works	13.05	13.87	14.70	15.51	16.32
	Maintenance Seasonal (Parks & Campgrd)	13.05	13.87	14.70	15.51	16.32
	Pro Shop Attendant	13.05	13.87	14.70	15.51	16.32
	Second Cook	13.05	13.87	14.70	15.51	16.32
	Maintenance Seasonal (Golf Course)	13.05	13.87	14.70	15.51	16.32
1	Front Desk Receptionist	10.41	11.06	11.71	12.36	13.01
	Janitor	10.41	11.06	11.71	12.36	13.01

Memorandum of Understanding

Between:

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

The parties agree to include the following definition of Bullying/Psychological Harassment in the Employer's Employment Harassment Policy:

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

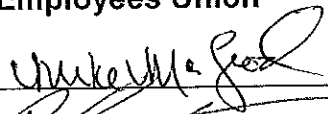
- Takes the form of repeated conduct which could reasonably be regarded as intending to intimidate, offend, degrade or humiliate; and/or
- Affects an employee's dignity, or psychological or physical integrity; and/or
- Results in a harmful work environment

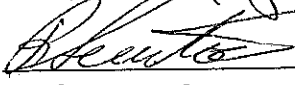
Examples of bullying/psychological harassment include, but are not limited to. The following:


- 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.

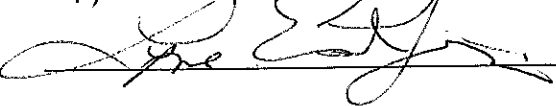
Signed at Mooretown this 14th day of December 2009.

**For the Ontario Public Service
Employees Union**









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

