



COLLECTIVE AGREEMENT

Between

THE CORPORATION OF THE TOWNSHIP OF SCUGOG
(hereinafter called the "Township")

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES
and its Local 1785-01
(hereinafter called the "Union")

Expires: March 31, 2019

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ARTICLE 1 - PURPOSE

- 1.01 The purpose of this agreement is to establish and maintain harmonious collective bargaining relations between the Township and its employees in the interest of efficient administration of the Township affairs and to provide for the prompt and equitable disposition of grievances, and to establish and maintain mutually satisfactory working conditions, hours and wages for all employees who are subject to the provisions of this agreement and to promote the well being and security of all employees in the bargaining unit of the Union.

ARTICLE 2 - MANAGEMENT FUNCTIONS

- 2.01 The Union recognizes that it is the function of the Township to:
- 1) Maintain order, discipline and efficiency, and in connection therewith to make, alter and enforce from time to time regulations and practices to be observed by its employees;
 - 2) Operate and manage its business in all aspects in accordance with its responsibilities and the powers and functions conferred upon the Township by statute and/or by-laws of the Township;
 - 3) Direct the working forces, including the right to select, hire, discipline, discharge, transfer, assign to shifts, promote, demote, classify, layoff, recall, suspend and retire employees, and determine location of work;
 - 4) Plan, direct and control the operations of the Township and without restricting the generality of the foregoing, to introduce new methods, facilities and equipment, to determine the number of employees to be employed, the work schedules and the location of all facilities and equipment.
- 2.02 The Township agrees that these functions shall be exercised in a manner consistent with the general purpose and intent of this agreement and no employee shall be disciplined or discharged without just cause.

ARTICLE 3 - RECOGNITION

- 3.01 The Township recognizes the Canadian Union of Public Employees and its Local 1785 as the sole and exclusive bargaining agent for all its employees except students and positions as included in Appendix "D".

ARTICLE 4 - CHECK-OFF OF UNION DUES

- 4.01 All employees as provided for in Article 3 shall be subject to monthly Union dues assessed by the Union on its members according to its constitution. Such dues shall be deducted by the Township each pay period and shall be remitted by the fifteenth day of the following month to the Treasurer of the Union, with a list of the names of employees from whom such deductions have been made. This list will also include the names of all appointments, hirings, layoffs, transfers, recalls and terminations of employment within the bargaining unit. The Township shall be notified in writing at least sixty (60) calendar days prior to any required change in the Union dues assessment.
- 4.02 The Union shall be responsible for keeping the Township informed as to the name and address of the Treasurer.
- 4.03 The Union agrees to indemnify the Township and save it harmless from any grievance, claim or liability arising from or related to the operation of this Article.
- 4.04 The amount of the Union dues deducted shall be shown on each employee's Income Tax (T-4) slip.
- 4.05 A representative of the Union shall be given the opportunity to meet with new employees in the first week of employment for a maximum period of thirty (30) minutes.

ARTICLE 5 - DISCRIMINATION

- 5.01 The parties agree that there shall be no discrimination within the meaning of the *Ontario Human Rights Code* against any employee by the Union or the Employer. The parties further agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or their representatives or members, because of an employee's membership or non-membership in the Union or activity or non-activity in the Union.

ARTICLE 6 - NO STRIKE OR LOCKOUT

- 6.01 In view of the procedures established by this agreement for the settling of disputes and the handling of grievances, the Union agrees that during the life of this agreement, there shall be no strike, picketing, slowdown or stoppage of work either complete or partial, or any interference with the operation of the Township by any employee, and the Township agrees that there shall be no lockout.

ARTICLE 7 - REPRESENTATION

- 7.01 The Township agrees to recognize the following Union representation:
- a) *A Union Bargaining Committee* of not more than four (4) employees, whose function shall be to deal with matters (other than grievances) arising from or pertaining to the collective agreement.
 - b) A Grievance Committee of not more than three (3) representatives and the grievor.
 - c) No individual employee or group of employees shall undertake to represent the Union at meetings with the Township without proper authorization of the Union. In order that this may be carried out, the Union will supply the Township with the names of its officers. Similarly, the Township will, if requested, supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.
- 7.02 The Union shall have the right to appoint Stewards to assist employees in the preparation of grievances, according to the grievance procedure. The number of stewards shall be as set out in Schedule "1" per agreement of the parties, attached to and forming part of this agreement.
- 7.03 It is agreed that members of the Union committees per paragraph 7.01 and the stewards per paragraph 7.02 shall be regular full-time employees.
- 7.04 Employees shall have the right to have the assistance of a representative from the National Office of the Canadian Union of Public Employees, who may on permission of the CAO have access to the Township premises to assist in the settlement of any dispute arising from the provisions of this agreement.
- 7.05 The Union acknowledges that the committee members and stewards must continue to perform their regular duties on behalf of the Township and that such persons shall not leave their duties for Union business without first obtaining the written permission of his/her Immediate Supervisor (or his/her designate), where practical, and such permission shall not be unreasonably withheld. On the completion of the Union business, if time permits, the member or steward shall report back to the Immediate Supervisor or his/her designate or to any job to which the employee was previously directed, and give any reasonable explanation which may be requested with respect to his/her absence. This does not preclude the employee from going to the Department Head.
- 7.06 In accordance with this understanding, such employees will be compensated by the Township to the extent of their straight time pay for such time spent in dealing with matters arising out of this agreement, up to but not including matters arising from any arbitration proceedings or matters before any official third party.
- 7.07 The Union will conduct its business outside regular working hours to the extent possible and the Township reserves the right to withhold payment if the Union members do not conform with the accepted practice in dealing with matters

arising out of this agreement, or abnormal amount of time is consumed in dealing with such matters.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 A grievance shall be defined as where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable or where an allegation is made that this Agreement has been violated. The parties agree that it is of the utmost importance to address and resolve grievances as quickly as possible; hence, the grievance procedure facilitates timely dispute resolution. All grievances shall be submitted and answered in writing and shall state the article(s) and clause(s) in dispute, the nature of the grievance and the remedy sought.

Step No. 1

An employee having a grievance shall present it to the steward in writing. If the Union steward considers the grievance to be justified, they shall jointly take the matter up within seven (7) working days of the event giving rise to the grievance with the Immediate Supervisor, who shall have seven (7) working days in which to render a decision. Failing a satisfactory settlement, the second step of the grievance procedure shall be invoked within seven (7) working days of the receipt of the Immediate Supervisor's decision.

Step No. 2

The grievance shall be submitted to the Department Head or his/her designate, who shall render a decision within seven (7) working days. The grievor may be represented at this step by the Grievance Committee. Failing a satisfactory settlement, the third step of the grievance procedure shall be invoked within seven (7) working days of the Department Head's answer at Step No. 2.

Step No. 3

The grievance shall be submitted to the CAO who will meet with the grievance committee within fifteen (15) working days of the date of request for such meeting. The decision of the CAO shall be given within fifteen (15) working days from the date of such meeting. If the parties at this step are unable to reach a satisfactory settlement, then the matter shall be taken to arbitration within fifteen (15) working days, as defined in the Ontario Labour Relations Act.

8.02 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, Step 1 of this article may be by-passed.

8.03 The "days" referred to in this article are normal working days excluding Saturdays, Sundays and designated holidays.

- 8.04 The arbitration board shall not make any finding or decision inconsistent with the provisions of this agreement, nor shall it have the power to add to, alter or modify, amend or delete any part of this agreement, nor deal with matters not covered by this agreement.
- 8.05 Any grievance not processed in accordance with the time limits contained in this Article shall be deemed to be withdrawn, unless the time limits are waived by mutual consent. A written request for valid reasons by either party for an extension to the time limits in this grievance procedure submitted prior to the time limit at the applicable step of the grievance procedure shall not be unreasonably denied.
- 8.06 Supplementary agreements, if any, shall where so designated, form part of this agreement and are subject to the grievance and arbitration procedure.
- 8.07 Should the parties disagree as to the meaning of the decision either party may apply to the Chairman of the Board of Arbitration to reconvene the Board to clarify the decision.
- 8.08 It is understood that the Township may bring forward at any meeting held with the Union Bargaining Committee any complaint with respect to the conduct of the Union and that if such complaint by the Township is not settled to the mutual satisfaction of the conferring parties, it may be treated as a grievance and referred to arbitration.
- 8.09 Whenever the Township deems it necessary to issue a written warning, suspend or discharge an employee, the Township shall forward a copy of the disciplinary letter to the Secretary of the Union, within seven (7) calendar days thereafter.
- 8.10 When an employee is discharged or suspended, he/she shall be given the reason in the presence of a steward.
- 8.11 An employee who claims he has been unjustly discharged may institute an appeal at Step 2 of the grievance procedure, within seven (7) working days of the effective date of discharge.
- 8.12 Should it be found during the grievance procedure that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in his/her former position, without loss of seniority, and shall be compensated for all time lost in an amount equal to his/her normal earnings during the pay period next proceeding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties.
- 8.13 A record of discipline or any other adverse report shall be removed from an employee's file twenty-four (24) months after issuance providing the employee has been discipline free for that period.

ARTICLE 9 – SENIORITY

- 9.01 Seniority is defined as the length of service with the Township or any previous employer amalgamated with the Township since the most recent date of hire, and shall be a factor in determining promotions, transfers, demotions, layoffs and recalls. Seniority shall operate on a bargaining unit wide basis except as otherwise provided for in this agreement.
- 9.02 An employee shall serve a probationary period of six (6) continuous calendar months of time worked from the date of hire. The probationary service period of an employee may be extended for a further period of three (3) months by the Township after consultation with the Union. The conditions of employment with respect to the probationary employee shall be as set out in Article 28 - Employee Definitions, paragraph 28.02.
- 9.03 An employee who satisfactorily completes the probationary employment shall be placed on the seniority list and will be credited with seniority at a date of up to six (6) months as the case may be.
- 9.04 The Township shall maintain a seniority list showing the date upon which each employee's service commenced. An up to date seniority list shall be sent to the Union and posted on all bulletin boards March 1st of each year.
- 9.05 Seniority shall be lost and employment terminated where an employee:
- i) Voluntarily resigns;
 - ii) is laid off and is not recalled to active employment within eighteen (18) calendar months, or one-half (½) of the employee's seniority at the time of the layoff, whichever is the lesser;
 - iii) fails to confirm his/her intention to return to work within four (4) working days after notice to return to work has been sent to him/her by registered mail to the last address on the Township's records, or fails to return to work within seven (7) working days from the date of such registered notice, unless a reason satisfactory to the Township is provided;
 - iv) is absent from work in excess of three (3) working days without sufficient cause or without notifying his/her immediate supervisor;
 - v) overstays an approved leave of absence and fails to obtain written extension from the Township;
 - vi) is discharged for cause and is not reinstated by the grievance procedure;
 - vii) is on Long Term Disability for a period of more than two (2) years, provided this is not contrary to the Human Rights Code of Canada.
- 9.06 Where an employee is transferred or promoted to a position not subject to the terms of this agreement, he/she shall retain the seniority accrued to the date of the transfer or promotion from the bargaining unit. If the employee is placed back into a position covered by the terms of this agreement, his/her aforementioned seniority shall be credited to him/her.

9.07 Seniority shall have preference on Job Assignment in each Depot.

ARTICLE 10 - LAYOFF & RECALL

- 10.01 In the event of a reduction in the work force, layoff shall commence with the employee with the least amount of total seniority within the bargaining unit, provided the employees who remain are capable of performing the work which is available. No employee shall be denied the opportunity to demonstrate that they are capable of performing the work.
- 10.02 Ability and qualifications being sufficient any employee so laid off shall be permitted to use his/her total seniority to displace the employee with the least seniority in the same job classification.
- 10.03 Ability and qualifications being sufficient, any employee displaced as a result of layoff in paragraph 10.02 above, may use his/her total seniority to displace the employee with the least seniority in a lower job classification.
- 10.04 An employee who elects to use his/her seniority, as in paragraph 10.03 above shall receive the rate of pay for the position which he/she secures.
- 10.05 In the event of recall, positions will be filled in the reverse manner to the layoff providing ability and qualifications are sufficient.
- 10.06 Notice of layoff shall be given to regular employees thirty (30) calendar days in advance of layoff.
- 10.07 No employees shall be hired while regular employees are on lay-off, provided the employees on lay-off are qualified to fill the position.

ARTICLE 11 - BULLETIN BOARDS

- 11.01 The Township will provide bulletin boards in areas mutually agreed upon for the purpose of posting notices regarding meetings and other matters restricted to Union activity. Before posting, such notices must be signed by an officer of the Local Union.

ARTICLE 12 - JOB POSTINGS & PROCEDURES

- 12.01 When a regular vacancy occurs or a new regular position is created which is subject to the provisions of this agreement, the Township shall post the position on Bulletin Boards accessible to employees for a period of five (5) working days so that employees may have the opportunity to make written application for the position. No outside application shall be considered until internal applicants for

the position have been considered. The Secretary of the Union shall receive a copy of all job postings.

- 12.02 Temporary vacancies such as those caused by an employee's absence due to leave of absence, illness, accident, vacations, temporary transfers and temporary jobs caused by peak-load conditions, shall not be posted and it is agreed that any such vacancies may be filled by temporary employees.

Positions arising from temporary vacancies expected to last in excess of thirty (30) calendar days should be offered to qualified employees on the basis of seniority before being filled by temporary employees. Only the original vacancy shall be required to be filled in this manner.

This provision shall not be construed to inhibit the customary use of students in student work programs, but such programs shall not jeopardize the continued employment of employees who are subject to the terms of this agreement.

- 12.03 In cases of promotion and/or staff transfer, appointment shall be made of the senior applicant able to meet the specified requirements of the job.
- 12.04 The name of the successful applicant will be posted on the bulletin boards.
- 12.05 Where practical, the Township agrees to provide training opportunities for vacancies or potential vacancies to allow employees who are interested to learn skills from different work areas within the Township, subject to a trial period of sixty (60) days, which can be extended upon mutual agreement.

ARTICLE 13 - HOURS OF WORK

- 13.01 (a) (i) Outside – Day Shift

The normal hours of work for employees shall be forty (40) hours per week consisting of five (5) shifts of eight (8) hours Monday through Friday inclusive between 7:00 a.m. and 3:30 p.m. with one half (½) hour unpaid lunch in each shift. In addition, any employee starting work before 4:00 a.m. shall receive a thirty (30) minute meal break in addition to their fifteen (15) minute break before their scheduled lunch break.

- (ii) Seasonal/Temporary (Parks)

From the first Monday in June until the last Friday prior to Labour Day, the normal hours of work for Seasonal employees shall be forty (40) hours per week consisting of five (5) shifts of eight (8) hours Saturday through Friday between 7:00 a.m. and 9:00 p.m. with one half (1/2) hour unpaid lunch in each shift. A seasonal/temporary employee scheduled to work on the weekend shall receive two (2) consecutive days off unless otherwise mutually agreed.

Notwithstanding the above, it is understood that for the months of June, July and August, one (1) full-time Parks employee will be offered a three (3) hour morning scheduled overtime shift on Saturday, Sunday and Designated Holidays.

(b) Outside – Night Shift

The normal hours of work for employees between November 15 and April 15 (plus/minus fifteen (15) days dependent upon weather conditions) shall be forty (40) hours per week, consisting of five (5) shifts of eight (8) hours Sunday through Friday inclusive between 10:30 p.m. and 7:00 a.m. with one half (1/2) hour unpaid lunch in each shift. Night Shift employees will not receive a thirty (30) minute meal break in addition to their fifteen (15) minute break before their scheduled lunch break.

Night shift employees will be entitled to shift premium as per Appendix A.

The parties agree each Day Shift and Night Shift job vacancy shall be posted as under Article 12. The parties also agree regular full time Day Shift employees hired prior to April 1, 2011 shall not be transferred to the Night Shift unless agreed to by both parties.

Outside night shift employees shall be eligible for overtime work on Friday and Saturday nights to meet regulatory and compliance issues and to ensure public and employee safety concerns.

(c) Inside

The normal hours of work for employees shall be thirty-five (35) hours per week consisting of five (5) shifts of seven (7) consecutive hours between 8:00 a.m. and 5:00 p.m. exclusive of a one (1) hour unpaid lunch, but the hours of work may be scheduled from time to time to accommodate operational requirements, provided that the alternate scheduling does not exceed one (1) evening shift between 1:00 p.m. and 9:00 p.m. per month, and provided that sufficient notice is given and accommodation is made for employees who may experience hardship as a result of such alternate scheduling.

(d) Scugog Community Recreation Centre and Blackstock Recreation Centre

- (1) The normal hours of work for employees shall be eighty (80) hours in a two (2) week period. No shift shall exceed ten (10) hours per day including a paid lunch.
- (2) Shift schedule shall be posted three (3) weeks in advance and shall not be changed except by mutual consent.
- (3) No employee shall work more than six (6) consecutive days without a day off.
- (4) Days off shall be two (2) consecutive days unless mutually agreed.
- (5) Employees shall receive one (1) weekend off in three (3).

(e) Scugog Shores Museum, Heritage Centre and Recreation Coordinator

- (1) The normal hours of work for employees shall be thirty-five (35) hours per week or seventy (70) hours in a two (2) week period.
- (2) Shift schedule shall be posted two (2) weeks in advance and shall not be changed except by mutual consent.
- (3) No employee shall work more than six (6) consecutive days without a day off.
- (4) Hours of work may be scheduled from time to time to accommodate operational requirements, provided that sufficient notice is given and accommodation is made for employees who may experience hardship as a result of such alternate scheduling.
- (5) Days off shall be two (2) consecutive days unless mutually agreed.
- (6) Employees shall receive one (1) weekend off in three (3).

13.02 All employees shall be permitted a rest period of fifteen (15) minutes in the first half of each shift and in the second half of each shift.

ARTICLE 14 - OVERTIME

- 14.01 All time worked beyond the normal hours of work shall be considered as overtime.
- 14.02 Employees shall not be required to layoff during regular hours to equalize any overtime worked.
- 14.03 Overtime shall be paid at the rate of time and one-half the straight time for all hours worked in excess of normal hours except for designated holidays and Sundays which shall be paid at the rate of double time. Employees shall be allowed to take time off at the appropriate overtime rate if they so desire. The scheduling of time off in lieu of overtime pay shall be subject to the approval of the employee's supervisor. It is understood that employees may be limited to sixty-three (63) hours for individuals working thirty-five (35) hours per week and seventy-two (72) hours for individuals working forty (40) hours per week of time off in lieu of overtime.
- 14.04 Whenever possible, overtime and call back time will be distributed equitably among those employees who normally perform the work. It is understood that when regular employees are available they shall be called prior to temporary or casual. The Employer shall post every two (2) months the overtime worked by each employee for the year to date.
- 14.05 Under no circumstances shall pyramiding of overtime pay and premium be allowed.
- 14.06 Overtime opportunities will be distributed in a fair, equitable and consistent manner. An overtime pin system will be in place with a depot overtime roster posted in the depot. The roster will list the bargaining unit employees in order of seniority (highest to lowest), sorted by classifications (operators and labourers).

Overtime opportunities will be offered in sequential order and will commence at the next person from the last employee that was offered the overtime hours. The Manager will not return to the beginning of the list nor go back to any employee who was not available for overtime until reaching the last employee on the Depot Overtime Roster. After reaching the bottom of the list, the Manager will move to the top and begin again with the most senior employee on the list.

ARTICLE 15 - STANDBY AND CALL BACK

- 15.01 A minimum of three (3) hours pay at one and one-half (1 ½) times the straight time rate will be paid to an employee who is called back to work after having left the premises on completion of his or her regular shift.
- 15.02 Additional or successive call backs commencing and concluding within the three (3) hour period shall be regarded as part of the original call back.
- 15.03 Continuous extension of a call back beyond the three (3) hour period shall be paid for at overtime rate for the actual hours worked, up to the commencement of the employee's regularly scheduled shift, at which point the employee's straight time rate will prevail.
- 15.04 An employee who receives and responds to telephone inquiries after the completion of his shift, will receive one (1) hour's pay at the applicable overtime rate. Additional or successive telephone inquiries commencing and concluding within the one (1) hour period shall be regarded as part of the original telephone inquiry. Should a telephone inquiry last longer than the one (1) hour period, the employee shall be paid the applicable overtime rate for the actual hours worked.

ARTICLE 16 - WORKING CONDITIONS

- 16.01 The parties agree to co-operate to the fullest extent in the prevention of accidents, and with such promotion of safety and health as is deemed necessary. It is recognized that all employees have a prime responsibility to observe safe working methods and conduct.
- 16.02 (a) Protective clothing and equipment including raincoats, shall be provided to employees on agreement between the Union and the Department Head or his/her designate but such clothing and equipment shall remain the property of the Township and shall be clearly marked to show that it is Township property.
- (b) The Employer shall supply the By-Law Officers with uniforms.
- (c) The Employer shall supply the Building Inspectors and Engineering Technician with five logo short sleeved or long sleeved golf shirts yearly.

- (d) The Township will provide one insulated jacket and bib overall to each regular full-time Public Works and Parks outside employee as necessary.
- (e) The Township will provide one insulated jacket to the Building Inspectors, Engineering Technician and Arena Lead Hand and Attendants as necessary.
- (f) Once annually, all regular full-time outside staff in the Public Works and Park Department may order items from a list provided by the Township to a maximum value of one hundred and sixty (\$160.00) as of April 1, 2015; one hundred and seventy (\$170.00) as of April 1, 2016; one hundred and eighty (\$180.00) as of April 1st 2017 and one hundred and ninety (\$190.00) as of April 1, 2018.

NOTE: Employees shall be reimbursed upon presentation of a receipt and visual inspection of appropriate clothing. The current practice, where it exists, of providing clothing to all other employees shall be maintained.

- (g) Shirt colours for each work area shall be as follows:

Works: Blue or Safety Orange
Parks: Red
Arena: Grey, Blue or Black
Building Inspectors: Blue or White

16.03 All employees of the outside unit, Scugog Community Recreation Centre employees, Blackstock Recreation Centre employees, the By-Law Officers and Building Inspectors and the Engineering Technicians must supply and wear C.S.A. approved safety footwear with a green patch (of a type selected by the employee) as may be required by provincial legislation. Upon proof of receipt regular employees will be allotted up to one hundred and eighty dollars (\$180.00) per year for safety footwear.

16.04 Employees will be supplied with required tools and equipment to perform their duties, as determined by the Immediate Supervisor or his/her designate. Such tools shall remain the property of the Township, and shall be properly marked to show Township ownership.

16.05 The Township reserves the right to require employees to undergo medical examinations by a physician designated by the Township and paid for by the Township as considered necessary by the Department Head or his/her designate. In the event that the employee disagrees with the findings of the Township's physician, the employee shall have the subsequent right to present to the Township a medical statement from his/her own physician which shall be accepted by the Township.

16.06 In inclement weather, the Township will, to the extent possible, consistent with efficient operations, schedule work in a manner that will provide employees with maximum protection against the weather.

ARTICLE 17 - LEAVE OF ABSENCE

17.01 The Township may grant leave of absence for personal reasons, of up to three consecutive months, without remuneration and without loss of seniority or occupational classification, to any employee requesting such leave. Such request shall be in writing and each case to be dealt with on its merit. All leaves of absence shall be requested in writing not less than two (2) weeks in advance of required leave, where practical.

17.02 Leave of absence without pay or loss of seniority for attendance at Union conferences, seminars, and conventions will be granted to not more than two (2) employees at any one time for a period not to exceed twenty-five (25) work days cumulative in any one year, and not more than one employee from a section at a time where it would disrupt the operation of a section. The Employer will pay the Employee in the normal course and then bill the Union. The Employer shall bill the Union for all regular wages and statutory and regular deductions for both full and part-time employees.

17.03 An employee may only accumulate seniority during the first three (3) months of a granted leave of absence.

17.04 An employee shall be granted time off for bereavement leave upon approval of the Department Head or his/her designate, without loss of pay according to the schedule below, following the date of death for attendance at, or arranging for the funeral, of:

- i) An employee's spouse, common law spouse, son or daughter, step-child or grandchild - up to eight (8) working days;
- ii) An employee's father, mother, step-parent, father-in-law, mother-in-law, sister or brother - up to five (5) working days;
- iii) An employee's grandmother, grandfather, son-in-law, daughter-in-law, sister-in-law or brother-in-law - up to two (2) working days;
- iv) An additional two (2) days travelling time without pay may be granted by the Department Head or his/her designate to permit the employee to attend a funeral in the family that is to be held at a distant point.
- v) Where tradition dictates or delayed services occur (interment or memorial) the amounts in paragraphs (i), (ii) or (iii) may be used over two (2) separate occasions within six (6) months of the date of loss.

17.05 Upon written request accompanied by a physician's statement submitted by a regular full-time employee with a minimum of thirteen week's service before due date, the Township agrees to grant maternity/paternity leave of absence in accordance with applicable legislation.

- 17.06 The employee is to provide the Township with at least two (2) weeks notice of the date of his/her return from maternity/paternity leave of absence.
- 17.07 Extension of extended health benefits included in Article 21 is available to employees who are on approved leaves of absence, provided the required contribution of one hundred per cent (100%) is paid monthly by the employee in advance of the beginning of every month.
- 17.08 Employees required to act as jurors or crown witnesses shall be granted a leave of absence with pay and without loss of seniority or benefits for this purpose. The Township shall pay the employee his/her full basic wage or salary for the period of such service, provided that the employee shall forfeit to the Township the full amount of compensation received for said services, excluding payment for travelling and meals, and provided the employee presents official proof of both service and payment thereof.
- 17.09 Employees shall be granted one (1) personal day with pay annually to use for dependent illnesses, appointments etc.
- 17.10 When the Township receives a request from the family of a deceased employee or retired employee, up to six (6) employees will be granted up to four (4) hours off with pay to act as pallbearers.

ARTICLE 18 - DESIGNATED HOLIDAYS

- 18.01 (a) Each employee shall be entitled to the following paid holidays:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday	Half day at Christmas Eve
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	Half day at New Year's Eve

and any national or provincial holidays declared by the Federal Government or the Government of Ontario.

- (b) The Employer, subject to Council approval on an annual basis, agrees to a Christmas shutdown for the inside employees within the Municipal Office (181 Perry Street), from Christmas Eve until January 2nd. Employees shall be permitted to take lieu or vacation time in order to keep their pay whole. If employees do not have vacation or lieu time, they shall be permitted, where possible, to make up their time by working additional hours.

- 18.02 To be eligible for holiday pay, an employee must work his/her full scheduled shift immediately preceding and his/her full scheduled shift immediately following the holiday. Payment for the holiday shall be one (1) day's pay at the employee's straight time.
- 18.03 Where absence on either or both of the qualifying working shifts in paragraph 18.02 is either with the written permission of the Department Head or his/her designate or is due to illness attested to by a physician's certificate, payment will be made.
- 18.04 Outside and Inside Employees
When any of the above holidays fall on a Saturday or Sunday, the Friday preceding or the Monday following any holiday shall be designated by the Township as the day of observance of such holiday, and it is agreed that any premium payable for working on a designated holiday shall not apply to such Saturday or Sunday.
- 18.05 Scugog Community Recreation Centre and Blackstock Recreation Centre
The holidays which fall during the operation of the Scugog Community Recreation Centre winter season shall be on the actual day on which they fall, other holidays shall be as in 18.04.
- 18.06 If an employee is scheduled to work on any of the Paid Holidays they shall receive double time for all hours worked plus a day's pay for the Paid Holiday or a day off in lieu of a day's pay.

ARTICLE 19 - VACATIONS WITH PAY

- 19.01 All regular employees will receive vacation with pay in accordance with the following schedule:
- a) Less than one (1) year of service, one (1) day per month of service to a maximum of ten (10) working days;
 - b) one (1) to two (2) years of service, two (2) weeks;
 - c) Two (2) years of service, but less than nine (9) years of service, three (3) weeks;
 - d) Nine (9) years of service, but less than seventeen (17) years of service, four (4) weeks;
 - e) Seventeen (17) years of service but less than twenty-five (25) years of service, five (5) weeks;
 - f) twenty-five (25) years of service or more, six (6) weeks.
- 19.02 All regular employees shall be entitled to vacation with pay in accordance with credited service. Vacations shall be taken in the calendar year based on the employee's vacation entitlement as computed to May 31st of that same calendar year.

An employee shall become entitled to increased vacation entitlement after January 1st in the calendar year in which his/her second, ninth and seventeenth and twenty-fifth anniversary of service falls.

- 19.03 Vacation shall not carry over from year to year except by permission of the CAO or his/her designate, and an employee entitled to annual vacation must take time off and under no circumstances shall be allowed to receive vacation pay and continue working.
- 19.04 If a paid designated holiday falls during an employee's vacation, he/she shall be granted an additional day's vacation at a time mutually agreed to between the employee and the Department Head or his/her designate.
- 19.05 An employee who is on a leave of absence without pay in excess of three (3) calendar months, shall receive a vacation with pay pro-rated to time worked.
- 19.06 All vacations must be arranged with approval of the employee's supervisor.

ARTICLE 20 - SICK LEAVE

- 20.01 Any abuse of these provisions may be considered cause for disciplinary action.
- 20.02 All regular employees shall be covered by a short term and long term disability plan as defined in Appendix "C" attached hereto and forming part of this collective agreement.
- 20.03 Employees absent from work in excess of three (3) consecutive working days due to medical reasons must submit a medical physician's certificate to substantiate the absence within five (5) working days, where practical, and may, at the discretion of the Department Head or his/her designate, on consultation with the Union, be required to produce a physician's statement to substantiate any shorter period of absence due to medical reasons.
- 20.04 Should an employee who is pregnant and was employed thirteen (13) weeks before expected due date be required to take leave due to medical reasons as certified by a medical practitioner, the said employee shall be entitled to use the short term and long term benefit plans as outlined in Appendix "C".
- 20.05 No wage payments shall be made to an employee claiming compensation beyond the limit of his/her credit on sick leave, unless or until an award has been made by the Workers' Safety & Insurance Board.
- 20.06 An additional day off is provided for those employees who have no absences in a given calendar year.
- 20.07 Any employee absent due to medical reasons must phone in to their immediate supervisor prior to the start of the employee's shift.

ARTICLE 21 - BENEFITS

21.01 The parties hereby agree that the Township will provide the following employee benefit program with premiums payable by the Township except as noted to all full-time regular employees:

- a) i Life Insurance - twice annual salary, premium cost to be paid one hundred percent (100%) by the Employer.
 - ii The Employer agrees to obtain costing on paid up policy of two thousand dollars (\$2,000.00) for each employee upon retirement. As soon as possible, when costing is received the parties will meet to decide whether to purchase same on a fifty percent (50%) cost shared.
- b) Major Medical Insurance – no deductible, except prescription drug reimbursement shall be limited by a maximum dispensing fee of ten dollars (\$10.00) per prescription. Employer to pay one hundred percent (100%) of the billed premium. The parties will use generic drugs unless specifically directed by prescribing doctor.
- c) Ontario Health Coverage
- d) Long Term Disability - employer to pay one hundred percent (100%) of the billed premium. Waiting period of seventeen (17) weeks. Seventy-five percent (75%) of salary to a monthly maximum of three thousand dollars (\$3,000.00). Effective January 1, 2009 to a monthly maximum of three thousand five hundred dollars (\$3,500.00).
- e) Dental Plan - basic: no co-insurance including endodontal - premiums to be paid one hundred percent (100%) by the employer.
 - Dental check-ups will be every nine (9) months.
 - Orthodontic services, subject to fifty percent (50%) coinsurance with a lifetime maximum benefit of one thousand five hundred dollars (\$1,500.00) per insured (child).
 - Major restorative (add crowns, caps) with a maximum benefit of one thousand five hundred dollars (\$1,500.00) per year per insured person.
- f) Vision Care - To a maximum of four hundred dollars (\$400.00) every two (2) years for prescription eye care. Employer to pay one hundred percent (100%). This payment may be directed to laser corrective eye surgery.
- g) Massage, chiropractic to a maximum of five hundred dollars (\$500) per insured per year.
- h) Effective January 1, 2012 all paramedicals will no longer have a fifteen dollar (\$15.00) maximum per visit.

21.02 It is understood and agreed that such programs will be subject to the terms and conditions of any governing master policy or statutory requirement.

21.03 Pensions

Normal retirement for all employees shall take place on the last working day of the calendar month in which the employee reaches sixty-five (65) years of age. The Township will maintain all current pension plans as defined by rules and regulations of the Ontario Municipal Employees Retirement System (OMERS). Regular full-time employees must participate in O.M.E.R.S. The Township and employees shall make equal contributions to the basic Ontario Municipal Employees Retirement System.

21.04 Retirement Before Age 65

Employees who retire before age sixty-five (65) and who have achieved the O.M.E.R.S. factor (age plus years of service) of ninety (90) (or a lower factor in effect at the time of retirement) and who take a retirement pension, and employees who retire early under a retirement window offered by O.M.E.R.S. but have not achieved a retirement factor and who take a retirement pension, will be provided with Extended Health (drug plan, semi-private hospital, dental plan and life insurance) up to the age of sixty-five (65). This coverage is to be paid by the Corporation.

The parties agree that effective on the date of ratification, all newly hired employees must have a least ten (10) years of continuous Township of Scugog service at the time of retirement in order to qualify for early retirement benefits.

ARTICLE 22 - JOB CLASSIFICATION

22.01 Where the Township has determined that a new classification is required within the bargaining unit, or where the Township has made extensive changes in the duties of an existing classification and has established the rate for such job, the Township will negotiate the same with the Union.

22.02 In the event that the parties fail to agree on the rate and the Township proceeds to establish a rate, the Union may institute a grievance procedure, provided that any grievance as to rate is filed within seven (7) working days from the date of notification of the rate to the Union.

22.03 If any grievance hereunder proceeds to arbitration, the arbitration board established to rule on the grievance shall be restricted solely to determining the appropriateness of the wage rate as applicable to other related rates within the bargaining unit.

ARTICLE 23 - COPIES OF AGREEMENT

23.01 Copies of the Collective Agreement will be printed in booklet form by the Township. The Township will give a copy of this agreement and a copy of the employee insurance booklet to each employee.

ARTICLE 24 - VEHICLE EXPENSE REIMBURSEMENT

24.01 All employees who are required to use their vehicle to perform duties for the Township shall be reimbursed for occasional mileage and the rate shall be as prescribed by the Canada Revenue Agency mileage guidelines.

ARTICLE 25 - RELIEVING IN OTHER GRADES

25.01 When an employee is detailed to relieve in a position of higher wage classification, he/she shall receive the rate for the position for which he/she is relieving for the full period of the relief.

25.02 When an employee is detailed to relieve in a position of lower wage classification for any period, he/she shall maintain his/her regular rate of pay while so assigned.

ARTICLE 26 - GENERAL

26.01 Non-bargaining unit staff shall not work on any jobs which are normally done by persons within the bargaining unit, except for the purpose of instruction, experimentation, or in emergencies when regular employees are not available, and provided that the act of performing the aforementioned operations, in itself, does not reduce the normal hours of work or pay of any regular employee.

26.02 The Township agrees during the life of the agreement to co-operate with the Union in the identification of training needs and the development of appropriate training programs.

26.03 The Township shall retain the responsibility and the right to determine the methods through which Municipal services are provided. However, in the event that a regular employee with three (3) years service is displaced from his/her job by technological change and/or the contracting out of work, the Township will take one or a combination of the following actions:

- a) relocate the employee in another job in his/her area of competency, if such is available within the Township;

- b) if (a) is not possible, but a position is available for which the employee could be retrained within a period of six (6) months, assume responsibility for the retraining of the employee;
 - c) if none of the foregoing action is attainable and it is necessary to terminate the employment of the employee, provide him/her with six (6) months notice of termination and provide him/her with a separation settlement of one week's salary per year of service;
 - d) should there be any introduction of new equipment due to technological change where advanced training is necessary, the Township will extend such training to the senior employees in the classification involved, provided they are trainable.
- 26.04 There will be no reduction of the full-time staff complement within the bargaining unit during the length of this collective agreement, save and except that it shall be the sole discretion of the Corporation to replace an individual who retires and/or resigns voluntarily, provided that such position is not contracted out.
- 26.05 Return to Work from Worker's Safety & Insurance Board
The Employer agrees that every employee who suffers injury by accident arising out of and in the course of employment (within the meaning of the Worker's Safety & Insurance Board Act) shall be reinstated in the position he/she held on the date of injury or provided with alternate employment of a nature and at earnings comparable to the employee's employment on that date.
- 26.06 The parties recognize and acknowledge that all employees deserve to be treated in a respectful and courteous manner at all times and agree to conduct themselves accordingly.
- 26.07 Where the employer requests that an employee produce a medical certificate as provided for in this Agreement, the employer shall pay the full cost of such certificate provided an official receipt is submitted in a timely manner.
- 26.08 The employer will notify the union on a regular basis, the active/inactive status of all bargaining unit employees.

ARTICLE 27 - WAGE SCHEDULE AND CLASSIFICATION

- 27.01 The occupational classifications and the corresponding wage rates set out in Appendix "A" attached to this agreement, are hereby established as the classifications and wage rates for the employees covered by this agreement.

ARTICLE 28 - EMPLOYEE DEFINITIONS

28.01 Employee

Where used in this agreement, the term "employee" shall mean a person employed in a regular full-time position and who has satisfactorily completed the probation period of employment. The terms "employee" and "regular employee" shall have synonymous meaning.

NOTE: Articles 28.01 and 28.02 shall include all employees of the inside unit including part-time and students and shall be covered as an employee in the rest of the collective agreement.

28.02 Probationary Employee

Probationary employees are those employees hired for regular full-time positions who have not completed their probationary service period in Section 9.02. Such employees shall not be subject to the provisions of this agreement except for:

- Article 2 Management Functions
- Article 4 Check-off of Union Dues
- Article 5 No Discrimination
- Article 13 Hours of Work
- Article 14 Overtime
- Article 15 Call Back
- Article 16 Working Conditions
- Article 18 Designated Holidays
- Article 19 Vacations
- Article 24 Vehicle Expense Reimbursement
- Appendix "A" Salaries & Classifications

and other than these Articles, shall not have recourse to the grievance procedure or arbitration during their employment or upon termination thereof. Absences in excess of ten (10) working days for any reason during probationary service shall be added to the probationary period. Employees retained past the probationary period shall be placed on the seniority list and credited with seniority at a date of up to six (6) months as the case may be prior to the acquiring of such seniority.

28.03 Part-time Employees

(a) Part time employees shall be defined as employees whose normal hours of work are twenty-four (24) per week or less. For the purposes of this agreement, part time employees do not include students as defined in Article 32. Part time employees shall be covered by the terms of this collective agreement except for the following:

- Article 9 Seniority – see below
- Article 10 Layoff & Recall
- Article 13 Hours of work
- Article 14 Overtime (as per below)
- Article 15 Standby and Call-Back
- Article 17.04 Bereavement (as per below)

Article 19 Vacations with pay (Except as outlined below)
Article 20 Sick Leave
Article 21 Benefits
Article 25 Relieving in other Grades
Article 26.03 Technological Change

- (b) Part-time employees shall accrue seniority for the purpose of progression on the wage scale or vacation entitlement on the basis of one thousand seven hundred and fifty (1750) hours worked per credited year of seniority, and shall be placed on a separate seniority list. This part-time service shall be recognized for vacation entitlement as follows:

1,750 paid hours	Two (2) weeks' vacation (at 4% of gross annual earnings)
3,500 paid hours	Three (3) weeks' vacation (at 6% of gross annual earnings)
15,750 paid hours	Four (4) weeks' vacation (at 8% of gross annual earnings)
29,750 paid hours	Five (5) weeks' vacation (at 10% of gross annual earnings)
43,750 paid hours	Six (6) weeks' vacation (at 12% of gross annual earnings)

Note: Part-time employees may take two (2) weeks off for vacation purposes without pay as the % of vacation pay will be added to each pay period.

- (c) Part-time employees shall be paid overtime in accordance with the Employment Standards Act.
- (d) Part-time employees shall be subject to bereavement leave in accordance with the Employment Standards Act.

28.04 Temporary and Seasonal Employees

A Temporary and/or seasonal employee is a person hired for work on projects for not more than seven (7) months unless extended by mutual agreement of the parties. There shall be a five (5) month break in service between temporary assignments. The Township agrees that temporary employees shall not be hired to fill regular positions and shall notify the Union of temporary positions, the estimated term of employment and the nature of the position.

Temporary employees may be terminated or disciplined for just cause.

Such employees shall not be subject to provision of this agreement except for:

Article 2 - Management Functions
Article 4 - Check off of Union Dues
Article 5 - No Discrimination
Article 13 - Hours of Work
Article 14 - Overtime

Article 15 - Call Back
Article 16 - Working Conditions
Article 24 - Vehicle Expense Reimbursement
Appendix "A" - Salaries and Classifications

However, temporary employees may be hired to fill regular positions due to absences created by Worker's Compensation claims, illness, disability, parental or compassionate leaves and may be employed for periods of up to twelve (12) months. This term of temporary employment may be extended with mutual agreement between the Union and the Township.

Temporary/Seasonal employees shall be paid four (4) percent of their earnings on each pay in lieu of vacation.

28.05 Student Employees

Student employees shall be defined as employees who are regularly employed as part-time rink or booth attendants or employed during the school vacation period (April 15 to September 30, and all applicable public school break periods) and are not covered under the terms of this collective agreement.

ARTICLE 29 - LAYOFF AND TERMINATION

29.01 An employee who loses his/her driver's licence and is not able to perform the functions of his/her classification as a result, will be placed on layoff or offered a labourer's position, if available, on the first such incident. An employee who loses his/her driver's licence on a second occasion shall be terminated.

ARTICLE 30 - PROPER ACCOMMODATION

30.01 The Employer will provide a suitable place for employees to have their lunch period away from their desks.

ARTICLE 31 - MEAL ALLOWANCE

31.01 Employees required to work three (3) hours or more of overtime consecutively scheduled after their regular shift shall be paid a meal allowance of \$7.50. This Article shall not apply if meals are provided by the Employer.

ARTICLE 32 - DURATION OF AGREEMENT

32.01 This agreement shall be binding and shall remain in effect from the 1st day of April, 2015 until the 31st day of March, 2019 and from year to year thereafter unless notice of intention to revise or terminate the agreement is given in writing by either party to the other party within the period of not more than ninety (90) days prior to the expiry date of this agreement.

32.02 If notice to revise, terminate or amend this agreement is given by either party, the other party agrees to meet for the purpose of negotiating within twenty (20) days after the giving of such notice, if requested to do so.

Dated at Port Perry, Ontario this 18th day of April 2016.

ON BEHALF OF THE
TOWNSHIP OF PORT PERRY


ON BEHALF OF THE CANADIAN
UNION OF PUBLIC EMPLOYEES
CUPE LOCAL 1785-01

(Sgd.)
Members of the Management
Negotiating Committee


(Sgd.)
Members of the Union Negotiating
Committee




Andrea Short




Fred Collins




Trena DeBruijn



Chris Carr



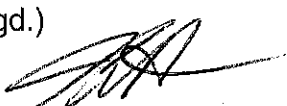
Glen Smith




Chris Goode



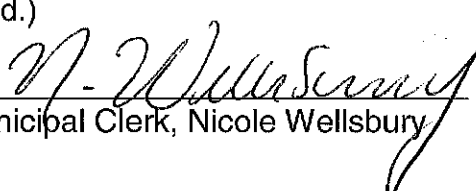
Stephen Solomon

(Sgd.)


Mayor Rowett

(Sgd.)


President Local 1785, Dan McGregor

(Sgd.)


Municipal Clerk, Nicole Wellsbury

(Sgd.)


National CUPE Representative
Michelle Miller

SCHEDULE 1

STEWARDS

The following will be the allotted number of Stewards in each location namely:

Public Works + Parks – three (3)

Municipal Building (Inside) – one (1)

Scugog Community Recreation Centre and Blackstock Recreation Centre – one (1)

APPENDIX "A"

WAGES AND CLASSIFICATIONS

To an agreement between the Corporation of the Township of Scugog and the Canadian Union of Public Employees and its Local 1785-01.

Employees shall be paid by direct deposit bi-weekly on Friday. There will be a one (1) week holdback.

Classification	01-Apr-15 1.00%	01-Jan-16 0.25%	01-Apr-16 1.25%	01-Apr-17 1.25%	01-Apr-18 1.25%
Outside – Public Works					
Lead Hand	30.33	30.41	30.79	31.17	31.56
Operator	28.31	28.38	28.74	29.09	29.46
Labourer	23.45	23.51	23.80	24.10	24.40
Outside - Parks					
Lead Hand	29.68	29.75	30.13	30.50	30.88
Arborist/Horticulturist	28.67	28.74	29.10	29.46	29.83
Certified Park Attendant	27.66	27.73	28.08	28.43	28.78
Park Attendant Non Certified	24.01	24.07	24.37	24.68	24.98
Inside					
Accounting Analyst	33.99	34.07	34.50	34.93	35.37
Payroll/Accounts Payable	28.81	28.88	29.24	29.61	29.98
Clerk Secretary	28.31	28.38	28.74	29.09	29.46
Clerk Cashier	27.39	27.46	27.80	28.15	28.50
Clerk Receptionist	27.39	27.46	27.80	28.15	28.50
Receptionist	23.45	23.51	23.80	24.10	24.40
Building Inspector with CBO	33.99	34.07	34.50	34.93	35.37
Building Inspector	29.34	29.41	29.78	30.15	30.53
Planning Technician	33.99	34.07	34.50	34.93	35.37
By-Law Officer I	33.99	34.07	34.50	34.93	35.37
By-Law Officer II	29.34	29.41	29.78	30.15	30.53
By-Law Officer III	23.45	23.51	23.80	24.10	24.40
Engineering Technician	33.99	34.07	34.50	34.93	35.37
Arenas					
Lead Hand	29.68	29.75	30.13	30.50	30.88
Arena Attendant 2	27.66	27.73	28.08	28.43	28.78
Arena Attendant 1	27.39	27.46	27.80	28.15	28.50
Clerk Secretary	28.31	28.38	28.74	29.09	29.46
Clerk Receptionist	27.39	27.46	27.80	28.15	28.50
Recreation Co-ordinator	33.99	34.07	34.50	34.93	35.37
Museum					
Curator	28.81	28.88	29.24	29.61	29.98

Employees assigned to sanding and ploughing duties shall be paid a premium of fifty cents (\$0.50) per hour. It is understood that this premium shall apply to the grader operator while performing ploughing duties. It is also understood that this premium will apply to parks employees while performing ploughing and sanding duties.

Shift premium will be seventy-five cents (\$.75) per hour for all regular hours of work scheduled after 4:00 p.m.

Start rates shall be two dollars (\$2.00) per hour less than the job rate shown above. Job rates shall be attained upon completion of the probationary period.

Retroactivity will go back to April 1, 2015.

Equipment Classifications

Operator

- single axle trucks with attachments
- wheeled tractors with attachments
- weed sprayer
- self propelled street sweeper
- tractor loader - backhoe
- front end loader - under 1-1/2 yards
- track loaders and dozers
- single axle truck with plough (while ploughing)
- self propelled line marker
- self propelled grader over 125 horsepower
- self propelled backhoe including gradall
- tandem Trucks with attachment

All employees classified as Equipment Operator may be required to train to operate any or all equipment units listed in their respective classification.

APPENDIX "B"

LETTER OF UNDERSTANDING

RE: JOB DESCRIPTIONS

The Employer agrees to draw up job descriptions for any new positions for which the Union is bargaining agent. These descriptions shall be presented and discussed with the Union and shall become the recognized job descriptions unless the Union presents written objection within thirty (30) days. If such objection cannot be resolved the issue may be subject to grievance and arbitration.

APPENDIX "C"

* SEE ARTICLE 20 - SICK LEAVE

Following termination of the Sick Leave Benefit, the Township implemented a new self-insured non-occupational (off the job) Short Term Disability Benefit. Disabilities incurred on the job are covered by Worker's Compensation. Benefits, as outlined herein, would commence on the first day of disability due to accident or sickness and would be payable for up to seventeen (17) weeks.

<u>Length of Service</u>	<u>100% of Salary</u>	<u>75% of Salary</u>
Less than 1 year	1 week	16 weeks
1 year but less than 2 years	2 weeks	15 weeks
2 years but less than 3 years	3 weeks	14 weeks
3 years but less than 4 years	4 weeks	13 weeks
4 years but less than 5 years	5 weeks	12 weeks
5 years but less than 6 years	7 weeks	10 weeks
6 years but less than 7 years	9 weeks	8 weeks
7 years but less than 8 years	11 weeks	6 weeks
8 years but less than 9 years	13 weeks	4 weeks
Over 9 years	17 weeks	0 weeks

Note:

1. Each employee's allotment of one hundred percent (100%) weeks is credited on their length of service, and as such, is automatically reinstated and increased as applicable under the above chart, each year on their employment anniversary date. An employee collecting disability benefits on their anniversary date, due to an illness or accident that commenced prior to this date, would not be entitled to any such reinstatement or benefit improvement until he/she returns to work on a full-time basis.

2. If an employee runs out of one hundred percent (100%) weeks, there will always be up to seventeen (17) weeks of disability coverage at seventy-five percent (75%) of earnings for every unrelated disability due to accident or sickness. A related disability would be considered an unrelated disability if an employee returns to work on a full-time basis for at least twenty (20) working days. As a cost measure, and to prevent potential abuse, the following stipulations would apply to the self-insured disability benefit:
 - a) Proof of Illness
As per Article 20.03.

 - b) Uncertified Absence (absences not substantiated by medical physician's certificate)

More than seven (7) days of accumulated uncertified absence within the calendar year shall be charged as sick leave without pay. Uncertified

absences do not reduce an employee's entitlement under the short-term disability plan.

c) Progress Report Re Illness

In any case of prolonged illness, the employee shall submit such periodic reports on his/her condition, as the Township may require.

d) The Township, upon suspecting abuse, would at its discretion, have the right to have any employee examined by a Township appointed physician. Any dispute between the employee's physician and the Township's physician would be settled by a mutually acceptable independent physician. All group benefits not eligible for waiver of premium provisions, such as O.H.I.P., Semi-Private Hospital, Extended Health Care and Dental Benefits would be discontinued after sixty (60) months of continuous disability on L.T.D.

e) In conjunction with the Short Term Disability Benefit, the Township would implement a new twenty-four (24) hour insured Long Term Disability Benefit. A benefit level of seventy-five percent (75%) of monthly earnings to a non-medical maximum of three thousand five hundred dollars (\$3,500.00) would be payable to the earlier of retirement or age sixty-five (65). Benefits would commence after a waiting period of seventeen (17) weeks, (when Short Term Disability Benefits terminate). The Long Term Disability Benefit would contain a twenty-four (24) month own occupation definition of disability and would be integrated with C.P.P. Benefits on a primary basis. If the disability is work related, benefits would also be integrated with any Workers' Compensation Benefits. This benefit would have no pre-existing conditions limitations.

APPENDIX "D"

Exclusions from the bargaining unit as per Article 3 - Recognition

- Administrative Assistant
- Administrative Assistant to the Chief Administrative Officer
- Administrative Assistant to the Fire Chief
- Administrative Assistant to a Manager
- Assistant Roads Managers
- Chief Administrative Officer
- Chief Building Official
- Clerk
- Commissioners
- Confidential Executive Assistant to the Mayor and Council *
- Deputy Clerk *
- Deputy Fire Chief
- Directors
- Fire Chief
- Fire Prevention Officer
- Firefighters
- Human Resources Advisor
- Human Resources Coordinator *
- Information Technology Co-ordinator
- Manager of Engineering and Development Services
- Manager of Finance / Deputy Treasurer
- Manager of Parks and Facilities Services
- Manager of Recreation and Culture
- Manager of Tax and Revenue
- Operations Manager
- Roads Managers
- Tax Collector
- Treasurer

* **Note:** Possible future job creation

APPENDIX "E"

LABOUR MANAGEMENT COMMITTEE

A Labour Management Committee shall be established consisting of representatives of the Union and representatives of the Employer. The Committee shall enjoy the full support of both parties in the interests of improved service to the public and job security for the employees.

The purpose and function of this Committee shall be to discuss matters of mutual interest and concern, in order to promote and facilitate harmonious relationships and settled conditions between the Corporation and the Union. The Committee shall be composed of the Human Resource Advisor and two designates and the Union President and two designates, selected by the President.

Meetings shall occur on quarterly basis, or more regularly, if required, at a mutually agreeable time and place. Its members shall receive notice and an agenda for a meeting five days in advance of each meeting. The Employer and the Union will each appoint a co-chair who will alternate chairing meetings. In cases of emergency, either party has the right to summon an emergency meeting of the Committee. Minutes of the meeting shall be circulated to all members of the Labour Management Committee. The secretary of the Committee shall rotate according respectively with the Chair. Employees shall not suffer any loss of pay for time spent with this Committee.

MEMORANDUM OF AGREEMENT

BETWEEN

TOWNSHIP OF SCUGOG

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES

AND ITS LOCAL 1785-01

RE: JOB SHARING

This Agreement covers the terms and conditions for the job sharing of positions within the bargaining unit. Should there be a discrepancy between this Agreement and the Collective Agreement, this Agreement takes precedence over the terms and conditions of the Collective Agreement for job sharing employees only.

Job sharing differs from the traditional view of part-time work which is one part-time employee performing the duties of one part-time position. Job sharing is a regular, ongoing arrangement between two employees and their Employer and their Union to share the responsibilities of one full-time position.

The parties agree that job sharing will be introduced on a one-year trial basis. At the end of the one year period, the program will be reviewed and either cancelled or revised if necessary. This Agreement may be terminated with either party giving the other party a minimum of thirty (30) days notice in writing. Should this Agreement be terminated by either party, employees involved in job sharing arrangements shall return to regular full-time positions should vacancies be available or continue in the job sharing arrangement until a full-time vacancy becomes available.

The parties realize that not all employees may be able to participate in the job-sharing program because of job duties, operational needs, etc. As a result, the parties agree that no grievances will be filed on a decision by the Department Head that does not permit participation in a job share arrangement.

When two (2) workers wish to share a job, the following conditions will apply:

- a) Each job sharing arrangement will replace one full-time bargaining unit position. Two (2) employees will equally fill the position. A job sharer who wants to return to full-time employment must apply to a job posting and be the successful applicant as outlined in Article 12.
- b) The decision on how (i.e. temporary, full-time, leave vacant, relieving) to fill the resulting vacant full-time position will be at the discretion of the Head of the Department where the vacancy occurs.
- c) Any job share arrangement must receive the concurrence of both the Department Head and the Union before it is confirmed.


- d) A request for a job sharing arrangement by two (2) regular full-time employees who have completed their probationary periods shall be made in writing to the Department Head with a copy to the employee's Supervisor and the Union.
- e) Seniority and service (except as required by OMERS) will not be prorated during the job sharing period.
- f) When a position is to be shared, the position shared will be that of the lower rated classification should the two (2) employees not be from the same classification. The employee(s) must be qualified to perform the duties of the shared job.
- g) The particular terms of any job shared arrangement, in addition to the terms in this agreement, shall be agreed to in writing by the Department Head, the Union and the two (2) employees who are entering into the job share arrangement prior to the arrangement being confirmed.
- h) Union dues will be paid on the same percentage basis as all other bargaining unit employees during the job share period.
- i) If either of the job sharers terminates the job sharing arrangement by either accepting another full-time position or terminating employment, the job share agreement is deemed to be terminated for both unless (k) applies.
- j) If the conditions described in (i) above take place, the remaining job sharer shall revert to regular full-time employment unless (k) applies.
- k) If the remaining job sharer and Department Head and Union wish to continue the job sharing arrangement, the job sharer will have six (6) months to find a new job sharing partner, from first within the bargaining unit before going outside, suitable to the Department. During the period of the search, the remaining job sharer may be required to work full-time.
- l) Where a Department Head cancels a job-sharing arrangement, the parties will meet to discuss the job availability for the job sharers.
- m) The job sharers will be paid at one-half the annual salary for the position being shared.
- n) Each job sharer will be paid half the daily rate of a regular full-time employee for each designated holiday.
- o) Each job sharer will receive one-half of the vacation entitlement of a regular full-time employee according to their length of service.
- p) Each job sharer will be entitled to one-half the sick leave benefits of a regular full-time employee.

- q) Each job sharer will receive one-half of the vehicle allowance assigned to the position they are job sharing, if applicable.
- r) During periods of extended absence (i.e. maternity leave, lengthy illness) of one of the job sharers, the other job sharer may be required to work for the absent job sharer.
- s) The benefit coverage for a pair of job sharers will not exceed the cost of benefits for one regular full-time employee. If a job sharing employee elects to have benefit coverage, the employee will be responsible to pay fifty (50) percent of the billed premium.
- t) Each employee will participate in the benefits outlined in Article 21. Benefit levels will be determined by point (m) of this document.
- u) Each job sharer is to average a basic workweek of seventeen point five (17.5) hours or twenty (20) hours depending on the basic workweek of a regular full-time employee for the position that is job shared. The work schedules of the job sharers must be approved by their supervisor.
- v) Overtime for job sharers will be considered as authorized hours worked in excess of the normal hours of work as provided for in Article 14 and will be compensated for as prescribed by Article 14 of the Collective Agreement. The job share employee working the authorized overtime shall be compensated for the overtime.
- w) Workers involved in job sharing arrangements will continue to be members of CUPE Local 1785-01.

The Township will not incur any increased costs except those administrative costs directly related to two people on staff sharing a position normally filled by one person, i.e.


- two salary reimbursements instead of one
- two personnel files instead of one
- two performance reviews instead of one
- counseling and dealing with two employees instead of one

For the Township



 Cheryl G. Bracey

For the Union



 Steve O'Leary

LETTER OF UNDERSTANDING

**BETWEEN
THE TOWNSHIP OF SCUGOG
AND
CUPE LOCAL 1785-01**

**RE: SUMMER HOURS FOR OUTSIDE WORKS EMPLOYEES
JUNE, JULY AND AUGUST**

This agreement will be evaluated on an annual basis in April and if working well for both parties will be re-signed or amended where necessary.

Summer Hours (Outside)


The normal hours of work for employees shall be forty (40) hours per week consisting of four (4) shifts of ten (10) hours Monday through Friday.

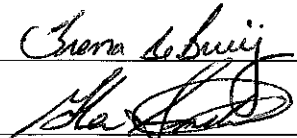
Shop 1 – Monday through Thursday
Shop 2 – Tuesday through Friday

Rotate on monthly basis to other shift.


Employees would be entitled to a half hour (1/2) unpaid lunch on each shift.

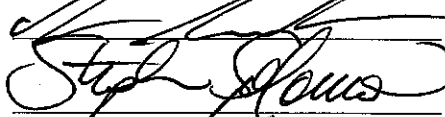
For the Township

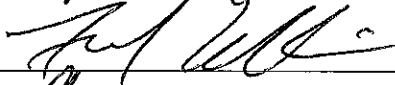


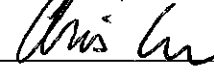



For the Union











MEMORANDUM OF AGREEMENT

OUTSIDE THE COLLECTIVE AGREEMENT

BETWEEN THE PARTIES

THE TOWNSHIP OF SCUGOG (THE EMPLOYER)

AND

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1785-01 (THE UNION)**

RE: TESTING PROTOCOLS:

The following protocols will outline the method of testing for relieving in a position and vacant positions:

1. Candidates will be required to meet the threshold of seventy percent (70%) set for all positions.
2. Prior to the test being given, the hiring manager will provide the Human Resources Officer with a copy of the test and the corresponding answers/score sheet.
3. All testing will be job related and reflect the core competencies of the position.
4. Test questions will be in the form of one or a combination of the following methods:
 - a) Fill in the blanks
 - b) True/False
 - c) Match up
 - d) Multiple Choice
 - e) Definitions
 - f) Work Simulation
5. On a case by case basis, requests for testing accommodation will be taken into consideration.

6. The most senior candidate who meets the threshold will be the successful incumbent. However, if no internal applicant meets the threshold, the position will be posted externally and all external candidates will need to successfully meet the threshold of the test to be given consideration.

For the Township

ASL
Teresa de Bruin
[Signature]

For the Union

[Signature]
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Steve [Signature]
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Chris [Signature]
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