

SOURCE	Union		
EFF.	96	04	01
TERM.	98	12	31
NO. OF EMPLOYEES	4		
NOMBRE D'EMPLOYÉS	FN.		

# AGREEMENT

B E T W E E N :

THE CORPORATION OF THE TOWN OF LEAMINGTON

- and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL NO. 528 (C.L.C.)

PUBLIC WORKS UNIT

Term of Agreement: \* April 1, 1996  
to  
December 31, 1998

JAN 28 1997

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**AGREEMENT**

**BETWEEN**

**THE CORPORATION OF THE TOWN OF LEAMINGTON**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL NO. 528 (C.L.C.)**

**"PUBLIC WORKS UNIT"**

This Agreement made in duplicate BETWEEN the Corporation of the Town of Leamington, herein referred to as the "CORPORATION" a party of the first part and

The Canadian Union of Public Employees and its Local Union No. 528, in the Town of Leamington, Province of Ontario, party of the second part, herein called the "UNION".

**WHEREAS** the Union has submitted to the Council of the Corporation certain recommendations respecting employment and working conditions for employees of the Corporation who perform services for the Corporation.

**AND WHEREAS** the said Council **has** agreed to accept such recommendations and has by By-Law No. 4321-96 authorized the execution of **this** Agreement.

**THEREFORE** this Agreement witnesseth in consideration of the promises and mutual covenants herein contained, the Parties have **agreed** as follows:

ARTICLE 1 - RECOGNITION

1.01 The Corporation recognizes Local Union No. 528 Canadian Union of Public Employees as the sole bargaining agent for all employees of the Corporation employed in its Public Works, save and except members of the staffs of the Chief Administrative Officer, the Treasurer, the Tax Collector, the Municipal Engineer, the Clerk, the Director of Recreation, the Chief Building Official, members of the Police and Fire Departments, the Superintendent in charge of employees engaged on streets and Public Works.

1.02 The Corporation shall discuss with the Union, through its accredited representatives, all matters and grievances which may arise between them during the life of this Agreement and arising hereout.

1.03 The Superintendent shall not perform work normally performed by the employees employed within the bargaining unit described in Article 1 of this Agreement, except for the purposes of instruction or training, except in cases of emergency, except to replace absent employees and except in situations mutually agreed upon by the Corporation and the Union.

1.04 There shall be no agreement, written or verbal, between the Corporation and any employee employed within the bargaining unit described in Article 1 of this Agreement which conflicts with the express provisions of this Agreement.

1.05 LABOUR - MANAGEMENT COMMITTEE

(a) The Labour - Management Committee shall be established consisting of a maximum of two (2) representatives of the Union and a maximum of two (2) representatives of the Corporation. The Labour - Management Committee shall concern itself with matters of the following general nature.

- (i) Considering constructive criticisms so that proper relations may exist between the Corporation and the employees employed within the bargaining unit described in Article 1 of this Agreement;
- (ii) Increasing operational efficiency by promoting co-operation between the Corporation **and** its employees;
- (iii) Improving service to the public;

- (iv) Promoting education and training of the employees employed within the bargaining unit described in Article 1 of this Agreement;
  - (v) Health and safety matters.
- (b) The Labour - Management Committee shall meet at the written request of either party at a time and place mutually satisfactory to both parties, provided however that in no event shall such meetings occur more frequently than once **every** month. The meetings shall be alternately chaired by a representative of the Union and the Corporation.
- (c) It is further mutually agreed and understood that the **Labour** - Management Committee does not in any way form part of the grievance or arbitration procedure set forth in this Agreement and that no matter which is the subject matter of a grievance or arbitration shall in any event be the subject of discussion at any meeting of **this** Committee.

R      2 - STRIKES AND      IS

2.01      It is further agreed there shall be no cessation of work through strikes or lockouts while this Agreement is in force.

**ARTICLE 3 - UNION DUES**

3.01 The Corporation will deduct Union Dues, as set from time to time by the Local Union under its Constitution, from the pay of each employee of the Corporation, save those exempted from membership hereunder, when so authorized by such employee in writing, on a form acceptable to the Corporation. Such deductions shall be made monthly on the employees first pay day each calendar month, and the amounts so deducted shall be transmitted to the Financial Secretary of the Local before the 10<sup>th</sup> day of the following calendar month.

**ARTICLE 4 - UNION SECURITY**

4.01 All current employees employed within the bargaining unit described in Article 1 of this Agreement shall, as a condition of employment, remain members of the Union. All new employees hired within the bargaining unit described in Article 1 of this Agreement shall, as a condition of employment, become members of the Union within thirty (30) working days of employment. The Union expressly agrees that no employee employed within the bargaining unit described in Article 1 of this Agreement shall be denied membership in the Union except for non-payment of Union Dues.

**ARTICLE 5 - MANAGEMENT'S RIGHTS**

5.01 The Union recognizes the right of the Corporation to hire, direct, assign *work*, classify, transfer, promote, demote, lay off **and** the right to discipline, suspend or discharge for just cause, any employee subject to the provisions of this Agreement, and subject to the right of the employee concerned to lodge a grievance in the manner and to the extent herein provided.

5.02 The Union further recognizes the right of the Corporation to operate and manage its operations in all respects in accordance with its obligations, and to make and alter from time to time rules and regulations to be observed by the employees, which **rules** and regulations shall not be **inconsistent with the** provisions **of** this Agreement. **Any** alteration to existing rules and regulations and **any** new **rules** and regulations will be discussed with the Union and then posted on the bulletin boards for a period of not less than seven (7) calendar days prior to their implementation.

5.03 The Corporation agrees not to discriminate against, coerce, restrain or restrict any employees as a result of exercising their rights under this Agreement.



ARTICLE 6 - SENIORITY, LAYOFF AND RECALL

6.01 The Corporation further covenants and agrees to make a list of all employees of the said Corporation and keep such list in the office of the Corporation, for inspection at any reasonable time by an elected officer of the Union, also a copy of **said** list to be made up in a manner readily showing the seniority based on length of service, of all employees concerned. Only permanent (seniority) employees shall be listed on the seniority list. The Corporation shall update and post the seniority list as required to ensure it shows the current status of each employee in the bargaining unit.

6.02 An employee shall be considered a probationary employee until he has worked for a total of sixty-five (65) actual days, consecutive or intermittent, within any period of twelve (12) consecutive months. An employee who has completed the said probationary period and who continues to be employed by the Corporation shall be considered a permanent (seniority) employee and shall **be** placed on **the** seniority list dating from the first day of their employment. Articles 7 and 8 of this Agreement are not applicable **to** probationary employees **and**, further, Articles 7 and 8 shall not be available to the Union on behalf of probationary employees with respect to discharge, suspension, discipline or any matter regarding seniority.

6.03 If it is necessary to reduce the staff of the said Department, employees with the least seniority will be laid off first and when required shall be hired in reverse order. Only employees who have attained seniority shall be eligible to be recalled in order of seniority.

6.04 Seniority shall be based upon the length of service of each employee of the Department, and an application shall at all times be subject to the capability of the employee in relation to the position or circumstances involved.

6.05 When the Corporation is engaging more employees for any particular Department, the person last laid off from the Corporation's services, shall, if qualified, be engaged.

6.06 The successful applicant shall be given a trial period of two (2) months, during which time the employee will receive the necessary on-the-job training for the position. The Corporation shall not curtail the trial period without just cause, before it has run its full course. Conditional on satisfactory service, the employee shall be declared permanent after the period of two (2) months exclusive of vacation or approved leaves. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable or unwilling to continue to perform the duties of the new job classification, the employee shall be returned to

the employee's former position and hourly rate, without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to the employee's former position and hourly rate, without loss of seniority.

6.07 In the event an employee requests a demotion through physical or other reasons, he shall, if at all possible, if the request is granted by the Corporation, which request will not be arbitrarily denied, return to the position he formerly held.

6.08 The exchange or transfer of any employee from one department of the Corporation to another department of the Corporation will be permitted without loss of seniority. No exchange or transfer of employees will be permitted which will cause loss of employment to any permanent employee and all exchanges and transfers shall be subject to the approval of the Corporation.

6.09 The retirement age for all employees shall be sixty-five (65) years of age, as set out in the Pension Plan.

6.10 An employee shall lose his seniority and his employment shall be terminated when the employee:

- (a) quits, resigns or retires;

- (b) fails to report for work for two (2) consecutive working days without notifying the Corporation and without supplying a reason satisfactory to the Corporation for such failure;
- (c) is laid off and not recalled for a period of twenty-four (24) months;
- (d) the employee has been laid off and fails to return to work within five (5) working days after recall by the Corporation;
- (e) the employee is discharged and not reinstated pursuant to the provisions of the grievance and arbitration procedures herein contained;
- (f) the employee overstays a leave of absence granted by the Corporation without notifying the Corporation and without supplying a reason satisfactory to the Corporation for such failure;
- (g) the employee engages in gainful employment while on leave of absence from the Corporation; or
- (h) the employee leaves work without obtaining a leave of absence, unless the employee supplies a reason satisfactory to the Corporation for not obtaining a leave of absence.

6.11 The Corporation reserves the right to hire employees on a casual basis. Such employees shall be regarded as casual labour and are not covered by this Agreement nor shall they in any way benefit from the terms and conditions as set forth in this Agreement. In particular, without limiting the generality of the foregoing, Articles 7 and 8 of this Agreement are not applicable to casual employees and, further, Articles 7 and 8 shall not be available to the Union on behalf of casual employees. Casual employees are to be differentiated from probationary employees who are directly hired to a particular classification and who do benefit from the terms and conditions herein set forth to the extent expressly specified herein. Casual employees shall not be employed beyond a period of one hundred and eighty (180) days, consecutive or intermittent, in any one (1) calendar year.

6.12 Casual employees are those hired to work during a period when additional work requires casual forces or in the event of an emergency, or to relieve regular employees because of sickness or injury or to work during vacation periods.

6.13 In the event that a casual employee is hired as a probationary employee and there is no interruption between his employment as a casual employee and his employment as a probationary employee such employee will, if he attains seniority as herein provided, have, as his seniority date,

the last date he commenced to work for the Corporation as a casual employee.

**6.14** In the event of layoff of the employees employed by the Corporation within the bargaining unit described in Article 1 of this Agreement, notwithstanding the other provisions of this Agreement, a seniority employee shall have the right to request to be laid off instead of an employee with less seniority, provided that:

- (a) he makes such request, in writing, to his immediate supervisor or his designate before the date on which the layoff is to take effect;
- (b) the employees being retained have the ability and qualifications to perform the **job** and the requirements and efficiency of operations of the Corporation are satisfied; and
- (c) if the request is granted, the employee shall remain on layoff for the whole duration of the layoff and until recalled in accordance with the provisions of this Agreement.

6.15 (a) When vacancies occur or new positions are created as per Schedule A of this Agreement, and the vacant position/new position is a position which is to be performed by an employee for a minimum of six months per year, the Corporation will post notice of the vacancy/new position for a period of

five (5) working days in a place where all employees may view the posting in order to allow seniority employees to apply.

- (b) The Corporation will consider the following factors in determining which, if any, of the applicants is to be awarded the position:
  1. The requirements of the posted position and qualifications.
  2. Seniority.
- (c) If no applications are received from seniority employees or if none of the applicants is awarded the posted vacancy, the Corporation may then fill the vacancy in such a manner as it determines.
- (d) The Corporation may fill the posted vacancy in such a manner as it determines for up to fifteen (15) working days until the vacancy is filled in accordance with Sub-Article 6.16 (c).

**ARTICLE 7 - REQUESTS AND COMPLAINTS**

- 7.01 (a) It is the policy of the Corporation to allow employees reasonable opportunity to present to supervisors any request or complaint which they may have concerning any aspect of their working conditions.

- (b) It is recognized, however, by the Corporation and the Union that not every such request or complaint constitutes a grievance (as defined in Item 8.01 hereof) entitled to be handled under the Grievance Procedure hereinafter provided.
- (c) Any employee having such a request or complaint is entitled to present it to his supervisor for consideration. Within four (4) calendar days of receipt of the employee's request or complaint the supervisor will inform the employee of his disposition of the request or complaint.

7.02 The provisions of this article do not apply to probationary employees nor shall the provisions of this article be available to the Union on behalf of probationary employees with respect to discharge, suspension, discipline or any matter regarding seniority.

7.03 The provisions of this article do not apply to casual employees nor shall the provisions of this article be available to the Union on behalf of casual employees.

**ARTICLE 8 - GRIEVANCE PROCEDURE AND ARBITRATION**

8.01 For the purpose of this Agreement, a dispute, claim or complaint which involves the interpretation or



application of this Agreement shall be considered to be a fit matter for Grievance Procedure and shall be dealt with promptly and as specified below. A dispute, claim or complaint which involves the interpretation or application of this Agreement and involves all employees in the bargaining unit shall be considered a policy grievance and shall be dealt with promptly **and** as specified below.

8.02 All grievances shall be presented to the Superintendent or his Designate immediately concerned. All grievances must be presented in writing on the prescribed form within seven (7) calendar days of the occurrence or when the employee has become aware or should reasonably have become aware of the occurrence which has given rise to the grievance and all notices regarding the processing of grievances shall be provided in writing. The time limits set out for the grievances shall be observed strictly by the parties except in the case of mutual agreement to alter the time limits.

8.03 **STEP 1**

Within four (4) calendar days of receipt of the grievance, the Superintendent or his Designate will discuss the matter with the aggrieved employee and Union representative. Within five (5) calendar days of such discussion, the Superintendent or his Designate shall render a decision in writing. If the decision is not satisfactory to the employee concerned, such employee may, within four

(4) calendar days of receipt of the decision, notify the Municipal Engineer or his Designate that he wishes to discuss the grievance with him. Within four (4) calendar days of receipt of the notice, the Municipal Engineer or his Designate will discuss the matter with the Union. Failing settlement, within five (5) calendar days of the discussion, the Union will be allowed five (5) calendar days to proceed to Step 2.

8.04        **STEP 2**

Within four (4) calendar days of receipt of notice of desire to proceed to Step 2, the Chief Administrative Officer will discuss the matter with the Union. Failing settlement, within ten (10) calendar days of the discussion, the Union will be allowed ten (10) calendar days in which to notify the Chief Administrative Officer that it will submit the matter to arbitration. Such notice shall be in writing and shall contain the name of the Union's appointee to an Arbitration Board. The Corporation shall, within ten (10) calendar days following receipt of such notice, inform the Union of the name of its appointee to the Arbitration Board. The two (2) appointees so appointed shall, within twenty (20) calendar days of the appointment of the second of them, appoint a third person who shall be the Chairman. If the Corporation fails to appoint an appointee, or if the two appointees fail to agree upon a Chairman within the time prescribed, the appointment shall be made by the Minister of

Labour for Ontario upon the request of either party. The Arbitration Board shall hear and determine the matter and shall issue a decision and the decision is final and binding upon the parties and upon any employee affected by it. The decision of a majority is the decision of the Arbitration Board but, if there is no majority, the decision of the Chairman governs.

8.05 No Board of Arbitration shall have the power to alter or change any of the provisions of this Agreement or to substitute any new provision for any existing provision, or to provide a decision which is inconsistent with any term or provision of this Agreement.

8.06 Each party to this Agreement will bear the expenses and fee of the appointee and the parties will share equally the expenses and fee of the Chairman.

8.07 **DISCHARGE, SUSPENSION OR DISCIPLINE**

(a) Whenever a written work infraction is issued or whenever a recommendation or initiation of a discharge, suspension or discipline of any employee a copy of the work infraction report shall be delivered to the employee and the Union Steward within seven (7) working days from the date of the occurrence given rise to the infraction. **The** report shall contain particulars of the infraction.

Provided however that where an employee is not at work and it is not possible to deliver the infraction personally to him, such infraction report shall be sent to the employee by registered mail and a copy shall be delivered to the Union Steward. In all cases of discharge, suspension or discipline the grievance procedure shall commence at Step 2 of the grievance procedure.

- (b) Written warning notice shall be removed from an employee's file provided the employee has had no similar warning notice for a period of twenty-four (24) months.
- (c) Disciplinary or suspension notice shall be removed from an employee's file provided that the employee has no disciplinary or suspension notice for a period of two (2) years. This Sub-article will be applicable to those disciplinary or suspension notices which occur after September 1<sup>st</sup>, 1996.
- (d) An employee shall be allowed to examine his personnel file once in each Agreement year at a reasonable time upon reasonable notice.

**8.08** The provisions of this Article do not apply to probationary employees nor shall the provisions of this Article be available to the Union on behalf of probationary employees with respect to discharge, suspension, discipline or any matter regarding seniority.

8.09 The provisions of this Article do not apply to casual employees nor shall the provisions of this Article be available to the Union on behalf of casual employees.

ARTICLE 9 - VACATION WITH PAY

9.01 Vacation time available to employees covered under this Agreement will be as follows:

Vacation shall be granted in the calendar year next following the calendar year in which it was earned. Each employee shall be entitled to vacation with pay on the following basis:  
For less than twelve (12) months service, vacation with pay will be granted in accordance with the following table:

<u>Commencement of Employment on or before</u>	<u>Vacation in Working Days</u>
January 31st	2 weeks
February 28th	1 week, 4 days
March 31st	1 week, 3 days
April 30th	1 week, 2 days
May 31st	1 week, 1 day
July 31st	1 week
August 31st	4 days
September 30th	3 days
October 31st	2 days
November 30th	1 day

9.02 The Corporation agrees to provide vacation with pay for long service employees as follows:

Upon completion of five (5) calendar years of service - three (3) weeks vacation;

Upon completion of nine (9) calendar years of service - four (4) weeks vacation;

Upon completion of seventeen (17) calendar years of service - five (5) weeks vacation;

Upon completion of twenty-five (25) calendar years of service - six (6) weeks vacation.

- 9.03
- (a) In the event an employee does not use his total vacation in any one year, the remaining portion may be used up in the following year. Such unused portion shall not exceed one (1) week and may only be taken if the approval of the Corporation is given. The employee shall give the Corporation reasonable notice of the vacation time being requested.
  - (b) All unused vacation carried over into the following year, shall be paid at a rate equivalent to the employee's regular straight time hourly rate as at December 31st of the preceding year in which the carry over vacation is taken.

9.04 For the purposes of this Agreement, calendar year shall mean a full year January 1 to December 31.

9.05 Vacation(s) is to be taken in a period(s) of not less than one (1) week at a time. The Union agrees that vacation(s) will be taken so that in no way will the Department be unable to perform its normal work through lack of qualified help. The Corporation agrees to allow exceptions to this clause in case(s) of emergency or when requested far enough in advance to allow proper scheduling of work.

9.06 In the event of a holiday falling during the vacation period such holiday shall be taken as an extension of vacation.

9.07 In the event an employee is absent from the work place for an entire calendar month, the employee's vacation entitlement shall be reduced by one-twelfth (1/12) for each calendar month, consecutive or intermittent, the employee is absent. Approved absence on vacation, Union business and parental leave shall be considered as days worked for the purpose of this Sub-Article.

9.08 Each employee shall submit a written request for scheduling of their vacation on or before February 28<sup>th</sup> of each year. The Corporation shall post vacation schedules prior to March 15<sup>th</sup> of each year. Vacation requests shall be granted on a seniority basis subject to such requests being submitted to the Superintendent or his Designate prior to February 28<sup>th</sup> in each year. Vacation requests submitted

after February 28<sup>th</sup> shall be granted in favour of the employee first submitting the vacation request.

**ARTICLE 10 - LEAVE OF ABSENCE**

10.01 **When a member or members of** the Union have been elected or appointed to represent the Union at a convention or conference (not to exceed two [2] days at any one time) they shall be allowed leave of absence when applied for, for a reasonable time, without pay. A reasonable leave of absence may be granted any employee without remuneration, but any employee taking employment for wages or salary during his leave of absence will forfeit his standing on the seniority list, unless permission has been given him on mutual agreement between the employee, the Corporation and the Union. Any service, however, that an employee may be called upon to render in a representative manner, on behalf of his fellow civic employees, shall not be considered as covered by the word "**employment**" as used herein, and upon his return to service such employee shall be entitled to his former position on the seniority list. Employees request of leave of absence on Union business shall be given preference.

10.02 Notwithstanding the foregoing, the following provisions shall apply with respect to negotiations, grievances **and** arbitration hearings, respectively:



- (a) When a member or members of the Union (not to exceed two [2] at any one time) have been elected or appointed to represent the Union in negotiation meetings with the Corporation they shall be allowed leave of absence when applied for, with pay, for time so spent during regular working hours. Such member or members shall not be paid by the Corporation for time spent in any negotiation meetings with the Corporation held after conciliation.
- (b) A Union Steward shall be granted a reasonable amount of time off his regular duties, with pay, to deal with grievances as provided in Step 1 and Step 2 of Sub-article 8.03 of this Agreement, provided such Steward shall first obtain the permission of the Superintendent or his Designate.
- (c) The Union Steward who is required to attend an arbitration hearing shall be granted time off his regular duties, to the extent necessary, without pay, provided such Steward shall give the Superintendent or his Designate not less than seven (7) calendar days notice regarding the time he will be off, unless **unable** to do so due to circumstances beyond his control, in which

event, he shall give **as** much notice as possible.

- (d) **Any** employee who is required to attend an arbitration hearing as a grievor or as a witness shall be granted time **off** his regular duties, to the extent necessary, without pay, provided such employee shall give the Superintendent or his Designate not less than seven (7) calendar days notice regarding the time he will be off, unless unable to do so due to circumstances beyond his control, in which event, he shall give as much notice as possible.

10.03 Any employee, when going to be absent from duty, either through illness or **any** other cause save and except approved leave of absence, shall notify his Superintendent or his Designate before starting time, so that arrangements can be made to fill the vacancy for such absence of the regular employee. The employee shall also notify the Superintendent or his Designate when he is able to return to duty. **Any** employee who fails to notify his Superintendent or his Designate shall be considered absent without pay.

10.04 In the event of serious illness of an employee's parent, wife, husband, brother, sister, child, mother-in-law, father-in-law, grandparents or grandchildren, the

employee shall be granted a leave of absence with pay; provided, however, that such leave or leaves of absence shall not exceed five (5) days in total in any calendar year. For the purpose of this Sub-Article, a parent shall be defined to include foster parent, step-parent or other person who had been a legal guardian. Child shall be defined to include foster child, step-child or other child for whom the employee is a legal guardian.

10.05            In order for a request for a personal leave of absence to be considered, an employee shall submit the request for personal leave of absence, in writing, to the Superintendent or his Designate no less than forty-eight (48) hours prior to the leave of absence, unless a shorter duration is agreed upon by the employee and the employee's Superintendent or his Designate.

10.06            An employee who is granted a personal leave of absence without pay in excess of fifty percent (50%) of the scheduled working days in a month, consecutive or intermittent, and who wishes to continue to be enrolled in the plans described in Sub-articles 18.01, 18.02, 18.05, 18.06, 18.07 of this Agreement, may do so, subject to all requirements of the plans, provided the employee pays to the Corporation, the amount of the premium payment. This privilege shall not be granted beyond a period of six (6) months, consecutive or intermittent, in any one (1) calendar year.

ARTICLE 11 - JURY DUTY

11.01 The employer shall grant leave of absence without loss of seniority benefits to an employee who serves as a juror or witness in any Court. The employer shall pay such an employee the difference between his normal earnings and the payment he receives for jury service or Court witness, excluding payment for traveling, meals, or other expenses.

The employee will present proof of service and the amount of pay received. The time spent by an employee required to serve as a Court witness in any matter arising out of his employment shall be considered as time worked at the appropriate rate of pay.

ARTICLE 12 - SAFETY

12.01 The Corporation shall observe all reasonable precautions for the safety of its employees and shall supply such safety equipment as is necessary. All employees shall co-operate with the Corporation in the prevention of accidents and shall from time to time make recommendations to the Corporation as to the prevention of accidents. Safety boots are to be worn at all times during working hours. If an employee reports to work without aforementioned safety boots, he will be sent home for one-half (1/2) day without pay.

12.02 Safety shoes must be purchased by the employees for work. The safety shoe truck will make visits as required to the Town Garage so that employees may purchase shoes when required.

12.03 In the event an employee is eligible to return to the work place to perform modified duties, the employee shall be paid for all hours worked at the applicable rate of pay, subject to an amount equivalent to ten percent (10%) of the applicable rate of pay being deducted from the employee's sick leave credits. In the event an employee exhausts all sick leave credits, the employee shall be paid ninety percent (90%) of the applicable rate of pay for all hours worked and for such time that the employee remains on modified duties.

The Corporation will request the employee attend his physician with a list of modified duties the Corporation has available to the employee, and the physician will advise the Corporation of the appropriate modified duties the employee could perform.

**ARTICLE 1 - HOURS OF WORK OVERTIME AND WORKING CONDITIONS**

13.01 The following working conditions shall be operative during the term of this Agreement:

- (a) Except as herein provided, the normal work week shall consist of five (5) days per week, Monday through Friday, inclusive.

- (b) The normal **work week** for all employees of the Public Works shall consist of five (5) consecutive eight (**8**) hour **days** commencing on Monday **and** ending on Friday.
- (c) A normal work day for employees of the Public Works shall consist of eight (8) hours from 7:00 a.m. to 3:30 p.m., exclusive of a thirty (30) minute lunch period subject to the provisions of Sub-Articles 13.01 (e) and 13.01 (f). The Corporation shall have the right to alter the normal work day for employees of the Public Works to eight (**8**) hours from 7:30 a.m. to 4:00 p.m., with a lunch period from noon to 12:30 p.m., provided the Corporation gives two (2) weeks notice to the Union.
- (d) Employees will not leave the job site **earlier** than the approximate time required to get them back to the Public Works garage by the commencement time of the lunch period.
- (e) Except as hereinafter stated, all employees shall be paid overtime as follows:  
Overtime at the rate of time and one-half (1 1/2) shall be paid to employees of the Public Works, for all work performed in excess of the regular work hours during the period

between normal quitting time to midnight, Monday to Friday, inclusive.

- (f) Overtime at the rate of double time shall be paid for all work performed from 12:00 midnight to normal starting time, Monday to Friday, inclusive, and during the twenty-four (24) hour period of Saturday, Sunday and paid Holidays.
- (g) Employees called out to work outside of normal work hours shall be paid for all hours worked at the applicable rate of pay, subject to a minimum payment in an amount equal to four (4) hours of pay calculated at the employee's regular straight time rate of **pay**. In the event an employee is called out to work within two (2) hours of completing a previous call out, the employee shall be paid the applicable rate of pay for all hours worked and the employee shall not be eligible for the minimum payment of four (4) hours. Such work shall be assigned to employees according to seniority on a rotating basis.
- (h) In lieu of payment for overtime, an employee may choose to receive time off, at the applicable rate of pay, (subject to a maximum of sixty (60) hours) to be taken off in a

calendar year, at a time mutually **agreed** upon by the employee and the employee's Superintendent or his Designate. All unused time off in lieu of overtime payment carried over into the following year, shall be paid at a rate equivalent to the employee's applicable rate as at December 31<sup>st</sup> of the preceding year in which the carry over time off in lieu of payment is taken. All carry over time off in lieu of payment shall be taken prior to March 31<sup>st</sup> of the year following the year in which the overtime was worked. The sixty (**60**) hour maximum may be exceeded provided authorization has **been** granted by the employee's Superintendent or his Designate.

13.02 In the event that an employee who has worked his normal eight (**8**) hour work day is required to work without stoppage beyond his normal working quitting time for a period of two (2) or more consecutive hours shall be paid a meal allowance of six dollars and forty cents (**\$6.40**).

13.03 All employees shall be allowed ten (10) minutes at quitting time for changing of clothes and cleaning up.

13.04 The Corporation further agrees to post on the bulletin boards a copy of all orders, regulations or



instructions affecting the working conditions of the employees of the said Corporation and to forward a copy to the Secretary of the Union.

13.05 Any employee who, without permission., absents himself from his work for any other reason than sickness or other unavoidable cause, shall have a deduction made from the amount he would otherwise have earned had he not been absent.

13.06 All planned overtime shall be distributed as evenly as possible among those employees qualified to perform the work. The Corporation shall not act in an arbitrary or discriminatory manner when assigning overtime. Regular, part-time or casual employees may finalize a **job** at the applicable rate of pay for up to one (1) hour on a voluntary basis until other employees are assigned.

When no full-time employees are available to perform planned overtime, the Corporation may assign the planned overtime to part-time or casual employees.

13.07 Notwithstanding any provision contained in this Agreement, when an employee is absent due to illness or injury, the Corporation shall have the right to require proof of such illness or injury in a form satisfactory to the Corporation.

ARTICLE 14 - PAID HOLIDAYS

14.01 All employees shall be given the following holidays with normal rate of pay:

- |                          |                  |
|--------------------------|------------------|
| New Years Day            | Good Friday      |
| Easter Monday            | Victoria Day     |
| Dominion Day             | Civic Holiday    |
| Labour Day               | Thanksgiving Day |
| Christmas Day            | Remembrance Day  |
| Boxing Day               | Floater          |
| 1/2 day before Christmas |                  |
| 1/2 day before New Years |                  |

In order to qualify for paid holiday pay (with the exception of the floater), employees must work their regular shift on the working day immediately prior to the paid holiday and on the working day immediately following the paid holiday, unless the reason for absence is layoff or illness or injury verified by a medical certificate or authorized leave of absence or vacation; provided that the absence, except vacation, commenced within thirty (30) calendar days before the paid holiday. Should any of the recognized holidays listed above be publicly **observed** on a day other than the traditional calendar date, then such observed day will be considered the holiday for purposes of time off work and pay allowance. Should any of the recognized holidays fall on a Saturday, the previous Friday shall be considered the holiday, or if on a Sunday, **the**

Monday immediately following shall be considered the holiday for purposes of time off work and pay allowance. Commencing January 1<sup>st</sup>, 1997, should any of the recognized holidays fall on a Saturday or a Sunday, the Monday immediately following the Saturday or Sunday shall be considered the holiday for the purposes of time off work and pay allowance.

- 14.02 (a) An employee shall be entitled to a floater, if in the previous calendar year, the employee did not have a compensable lost time accident in accordance with the Workers' Compensation Act.
- (b) A floater shall be granted at a time mutually agreed upon by the employee and the employee's Superintendent or his Designate.

ARTICLE 15 - BEREAVEMENT LEAVE

- 15.01 (a) An employee shall be granted up to three (3) days leave of absence with pay at the employees regular straight time hourly rate of pay, up to and including the day of the funeral in the case of the death of a parent, wife, husband, brother, sister, child, step-child, brother-in-law, sister-in-law, mother-in-law, father-in-law, grandparent, grandchild. For the purpose of this Sub-Article, a parent shall be defined to include foster parent, step-parent or other person who had been a

legal guardian. Child shall be defined to include foster child, step-child or other child for whom the employee is a legal guardian.

- (b) An employee shall be granted an additional two (2) days leave **of** absence with pay **for** children, step-children and spouse in accordance with Sub-Article 15.01 (a).

15.02 One-half (1/2) day shall be granted without loss of wages to attend a funeral as a pallbearer, provided such employee has the approval of the Superintendent or his Designate. Provided however that leaves to attend a funeral as a pallbearer shall not exceed two (2) in any calendar year.

15.03 A minimum of one (1) day bereavement leave, with pay, may be granted to an employee to attend the funeral of a relative, with the approval of the employee's Superintendent **or** his designate.

#### **ARTICLE 16 - UNIFORMS AND SAFETY BOOTS**

16.01 The Corporation will supply seven (7) shirts and five (5) pairs of pants or coveralls to each employee. All clothing is to be kept in a clean and presentable fashion by the employee. *The* uniforms herein to **be** provided, shall not be cumulative, and after each employee has been fully supplied with uniforms, any subsequent provision shall be

made on the basis of necessity as determined by the Superintendent or his Designate.

16.02 The Corporation will pay a maximum of one hundred and ten dollars (\$110.00) annually to each employee for the purchase of safety boots. Payment will be made by the Corporation on being supplied with proof, satisfactory to the Corporation, of purchase of safety boots and purchase price paid.

16.03 The Corporation shall supply each employee a winter jacket or winter coveralls which shall be worn at the work place. It shall be at the discretion of the Superintendent or his Designate to determine whether an employee is issued a winter jacket or winter coveralls. At the discretion of the Superintendent or his Designate, winter jackets/coveralls may be replaced on a as needed basis. Winter jackets/coveralls shall be cleaned by the employee.

**ARTICLE 17 - SICK LEAVE**

17.01 (a) Each employee defined as permanent under Sub-article 6.02 shall be entitled to sick leave with pay as herein provided. Sick leave shall be earned by employees on the basis of one and one-quarter (1 1/4) days for every month during **which** the employee works not

less than fifty percent (50%) of the scheduled working days in that month. Absence on vacation shall be considered as days worked for the purpose of this clause. An employee shall be entitled to accumulate all unused sick leave for future use.

- (b) Sick leave pay shall not be paid to any employee while in receipt of Long Term Disability (LTD) and/or Workers' Compensation Benefits (WCB).

17.02 To be entitled to sick leave, an employee shall, unless it is not possible to do so due to circumstances beyond the control of the employee, provide notification to his Superintendent of his Designate before 8:00 a.m. on the day of his absence due to illness, and complete the sick leave form furnished to him and obtain a certificate from a duly qualified physician verifying such illness if such leave is in excess of three (3) days.

17.03 A record of unused sick leave for each of such employees for each year of his employment shall be kept.

17.04 It is agreed that whenever an employee shall recover from a third party any amount claimed for loss of wages or sick leave, he shall repay to the Corporation forthwith the amount of all monies paid to him by the Corporation either by way of sick leave or advances of

salary or wages in respect of the period for which such amount is recovered from the third party as aforesaid, provided that the amount to be repaid to the Corporation shall not exceed the amount recovered as aforesaid, and upon such repayment to the Corporation, the equivalent amount of any sick leave credit which may have been deducted shall be restored to such employee.

17.05 Doctor or Dentist appointments are to be made whenever possible outside of normal working hours. In any event, up to one (1) day shall be granted for appointments exceeding 25 miles and up to one-half (1/2) day granted for under the 25 mile limit. Such leave to be deducted from sick leave credits. Those employees who do not have sick leave credits, shall attend Doctor or Dentist appointments without pay.

17.06 The Corporation shall post quarterly a list showing the employees in the bargaining unit who have sick leave credits to their standing and the respective amount of such sick leave credits.

**ARTICLE 18 - HEALTH AND WELFARE**

18.01 The Corporation shall pay the premium for life Insurance benefits as follows:

For each employee:	1 1/2 x salary
For the spouse of each employee	\$5,000.00
For each dependent child under 21 years of age	\$2,000.00
For retirees	\$3,000.00
For retirees spouse	\$1,500.00

18.02 The Corporation shall continue to pay the premiums for the long term disability plan currently in force. This plan, subject to and in accordance with the terms and provisions thereof, provides for monthly indemnity in the amount of sixty-six and two-thirds percent (66 2/3%) of the employees regular monthly earnings subject to a maximum of two thousand dollars (\$2,000.00) per month.

18.03 The Corporation shall continue the pension plan now in force.

18.04 A representative shall be appointed from the Union membership to sit in on all meetings of the Pensions Committee whenever employees covered by this Agreement are affected.

18.05 The Corporation shall pay 100% of the total premium of the Employer Health Tax or any replacement to that and for the Extended Health Care Plan for all employees. Effective October 1<sup>st</sup>, 1996, the Extended Health Care Plan will be amended as follows:



- a) \$2.00 deductible for prescription drug<sup>0</sup>
- b) over the counter drugs to be discontinued
- c) private hospitalization to be terminated.

18.06 The Corporation shall continue the Dental Plan currently in place. Effective October 1<sup>st</sup>, 1996, the Dental Plan will be amended as follows:

- a) dental recall exams and fluoride treatment every nine months.

18.07 The Corporation shall continue to pay the premiums for the vision care plan presently in force. This plan, subject to and in accordance with the terms and provisions thereof, provides for vision care on the basis of one hundred and twenty dollars (\$120.00) every twenty-four (24) months (effective October 1<sup>st</sup>, 1996 one hundred and fifty dollars (\$150.00) **every** twenty-four (24) months).

18.08 (a) The Corporation will continue to pay the premiums, pursuant to Sub-Articles 18.01, 18.02, 18.03, 18.05, 18.06 and 18.07 hereof, for eligible employees who are laid off or who are unable to work due to illness or off the job injury for the month in which the layoff, illness or off the job injury commences and for the three (3) calendar months immediately following the month in which the layoff, illness or **off** the job injury

commenced, provided they continue to satisfy the requirements for enrollment in the plans.

- (b) The Corporation will continue to pay the premiums, pursuant to Sub-Articles 18.01, 18.02, 18.03, 18.05, 18.06 and 18.07 hereof, subject to and in accordance with the terms and provisions of the plans, for eligible employees who are injured on the job and who are eligible to receive Workers' Compensation for a time equivalent to the amount of the employee's full-time credited service with the Corporation (subject to and accordance with Section 5(a) of the Workers' Compensation Act as amended from time to time) or until the employee attains the age of sixty-five (65) years.

18.09 An employee who is laid off or who is unable to work due to illness or injury beyond the period of time prescribed in Sub-article 18.08 above and who wishes to continue to be enrolled in the plans referred to in Sub-articles 18.01, 18.02, 18.03, 18.05, 18.06 and 18.07 hereof, may do so, subject to all requirements of the plans, provided the employee continues to be an employee of the Corporation and continues to satisfy the requirements for enrollment in the plans and provided the employee pays to the Corporation, in advance of the premium due date, the amount of the premium payment. This privilege will terminate on the expiry of twenty-three (23) calendar months

immediately following the month in which the layoff, illness or injury commenced.

18.10 The Corporation will continue to pay the premiums, until normal retirement age, for employees who retire with an early pension based on the OMERS 90 Factor, subject to and in accordance with the terms and provisions of the plans for benefits as follows:

Retiree life insurance	\$3,000.00
Life insurance for retiree spouse	\$1,500.00
Prescription drug plan.	

18.11 In the case of the death of an employee, the Corporation will continue to pay the premiums for the Extended Health Insurance and the Dental Insurance for the employee's spouse and eligible dependent children until the earlier of the date twenty-four (24) months after the date the employee died or remarriage of spouse, subject to and in accordance with the provisions of the plans.

18.12 **The** Corporation shall observe all reasonable precautions for the safety equipment as is necessary. All employees shall cooperate with the Corporation in the prevention of accidents, and shall from time to time, make recommendations to the Corporation as to the prevention of accidents and shall observe the Occupational Health and Safety Act for the Province of Ontario.

ARTICLE 19 - LONG SERVICE PAY

19.01 On December 1st of each year, the Corporation shall pay each employee covered by this Agreement a long service pay as follows:

Five years service	\$ 60.00
Ten years service	\$100.00
Fifteen years service	\$140.00
Twenty years service	\$150.00

19.02 In the event an employee is absent due to illness or injury for a period in excess of twelve (12) consecutive months, long service pay shall only accrue during the first twelve (12) calendar months of the absence.

19.03 Notwithstanding the foregoing, the provisions of Sub-Article 19.01 and 19.02 shall not apply to any employee who is hired on or after the 1st day of January, 1992.

ARTICLE 20 - WAGES

20.01 Wages shall be paid biweekly on every second Friday for the work period ending on the preceding Saturday, or as may otherwise be agreed upon, according to Schedule "A" attached to and forming part of this Agreement.

20.02 Effective the complete pay period following ratification of this Agreement by the Union, an employee of the Public Works when appointed by the Superintendent or his

Designate as a Crew Chief shall be paid sixty-five cents (\$.65) per hour over and above his regular straight time hourly rate of pay for time so occupied. An employee of the Public Works when appointed by the Superintendent or his Designate to act as Supervisor over all employees shall be paid a premium of ten percent (10%) of his regular straight time hourly rate of pay for time so occupied. An employee of the Public Works appointed as Crew Chief or Supervisor shall be advised by the Superintendent or **his** Designate as to the starting time and expiry of such appointment.

20.03 It is agreed that in the event an employee of the Public Works performs the duties of a higher paid classification, the employee shall receive the higher rate of pay for all hours worked in such higher paid classification.

**ARTICLE 21 - JOB SECURITY AND PICKET LINES**

21.01 No permanent employee shall be laid off as a result of any work or service being sub-contracted.

21.02 In the event that any employees of the Corporation engage in a strike and maintain picket lines, the employees covered by this Agreement shall have the right to refuse to cross such picket lines.

ARTICLE 22 - TECHNOLOGICAL CHANGE

22.01 The Corporation shall give the Union a minimum of sixty (60) days advance notice, whenever possible, of any decision to introduce any major changes in plant or equipment which may have an adverse affect on manpower requirements. If requested, within thirty (30) days of such notice, the Corporation agrees to discuss such changes with the Union.

- (a) In the event the Corporation introduces new equipment which requires new or greater skills that are presently possessed by an affected employee, the employee shall be given the opportunity, where practical, to be upgraded through approved study courses or training. The Corporation shall pay the cost of approved courses or training except that the employee shall not be paid for hours spent in staff training after normal working hours which may be required.
- (b) **Any** employee who is displaced from their classification through technological change and who continues to work, shall be "**red** circled" until the group rate reaches the "**red** circled" rate. Employees who obtain a job in a higher group through technological change shall receive the rate applicable to the new group rate.

ARTICLE 23 - DURATION OF AGREEMENT

23.01 This Agreement shall be and remain in effect from the 1st day of April, 1996 to and including the 31st day of December, 1998 and thereafter in each succeeding year, subject to change and amendments to the said Agreement.

23.02 Any requests by either party for a change or amendment shall be made in writing to the other party and such other party shall, within thirty (30) days, notify the party requesting the change or amendment of its decision with respect to the request.

DATED at Leamington, Ontario, this 9<sup>th</sup> day of OCTOBER, 1996.

THE CORPORATION OF THE  
TOWN OF LEAMINGTON

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk/Solicitor

BRIAN L. SWEET

THE CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL NO. 528

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Representative

# SCHEDULE "A"

## PUBLIC WORKS

### CLASSIFICATIONS AND HOURLY RATES

GROUP 1	1996	1997	1998	
	April 1	January 1	Jan 1	Jul 1
Starting Rate	\$13.45	\$13.72	\$13.86	\$14.00
After 65 Actual Days Worked as a Member of the Bargaining Unit	\$13.98	\$14.26	\$14.41	\$14.56
After 130 Actual Days Worked as a Member of the Bargaining Unit	\$15.22	\$15.53	\$15.69	\$15.85

GROUP I INCLUDES: Parking Meter Person  
Cold Patch  
Sign Person  
Labourer  
Painter  
Rough Carpenter  
Cemetery Labourer  
Wood Chipper  
Jack Hammer Operator



## SCHEDULE "A" (con't)

### PUBLIC WORKS

#### CLASSIFICATIONS AND HOURLY RATES

GROUP 11	1996	1997	1998	
	April 1	January 1	Jan 1	Jul 1
Starting Rate	\$13.95	\$14.23	\$14.38	\$14.53
After 65 Actual Days Worked as a Member of the Bargaining Unit	\$14.49	\$14.78	\$14.93	\$15.08
After 130 Actual Days Worked as a Member of the Bargaining Unit	\$15.72	\$16.04	\$16.20	\$16.37

GROUP 11 INCLUDES: Truck Driver (over 16,000 G.V.W.)  
 Sewer Machine Operator  
 Mower Operator (tractor operated)  
 Front End Loader Operator  
 Spray Painter  
 Finish Carpenter  
 Tile Layer  
 Cement Finisher  
 Sweeper Operator  
 Grader Operator  
 Payloader Operator  
 Welder Mechanic  
 Back-Hoe Operator  
 Vacu-Sweep Operator  
 Weed Control  
 Stumper  
 Refuse Collector

## MEMORANDUM OF UNDERSTANDING

It is mutually agreed between the Corporation of the Town of Leamington and the Canadian Union of Public Employees and its Local 528 that:

1. Effective April 1<sup>st</sup> to October 1<sup>st</sup> of each year, a work day for employees can be altered to commence as early as at 4:00 a.m. Monday to Friday at a pay rate equivalent to the regular straight time rate of pay for the assigned **job** classification and provided that notification is given to the employee one (1) weeks prior to the change in work hours. The work day shall consist of eight (**8**) consecutive hours exclusive of a thirty (30) minute lunch period, All hours worked in excess of eight (**8**) hours shall be paid at the applicable rate of pay.

It is further understood, that the following list of tasks will be those tasks performed by employees requested to change their regular hours of work:

- e line painting
- e sweeping
- e erection of signs/banners/promotional material
- e weed spraying
- e parking control
- asphaltting
- ♦ parking maintenance.

It is further understood, that the aforementioned list can be amended from time to time with the agreement of both parties.

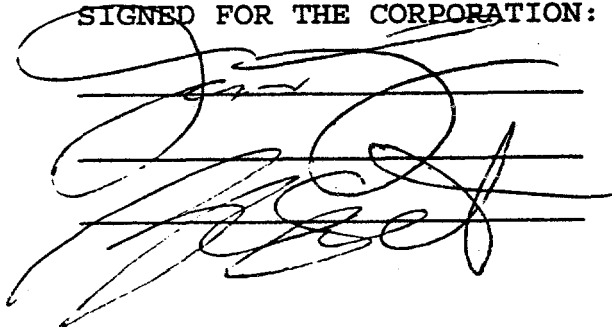
2. In the event of a merger or an amalgamation between the Corporation and any other body during the term of this Agreement, then prior to such merger or amalgamation becoming final, the Corporation agrees to meet with the Union to discuss the following issues:

- a) seniority rights with the new employer
- b) all service credits relating to vacation with pay, sick leave credits, pensionable service, and other benefits
- c) all work and services to be performed by CUPE members with the new employer
- d) conditions of employment and wage rates with the new employer
- e) employment security
- f) preference in location of employment in the amalgamated municipality.

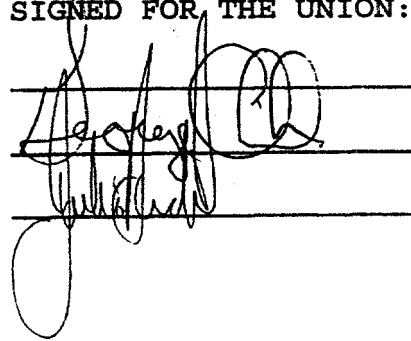
NOTE: Both parties recognize that this Agreement is subject to the Labour Relations Act.

AGREED to this 9<sup>th</sup> day of OCTOBER, 1996.

SIGNED FOR THE CORPORATION:

A large, stylized handwritten signature in black ink, written over three horizontal lines. The signature is highly cursive and difficult to decipher.

SIGNED FOR THE UNION:

A handwritten signature in black ink, written over three horizontal lines. The signature is cursive and includes a large, circular flourish on the right side.