



COLLECTIVE AGREEMENT

between

THE CORPORATION OF THE TOWN OF INGERSOLL

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
and its LOCAL 107 LONDON CIVIC EMPLOYEES**

(INGERSOLL PUBLIC WORKS)

July 1st, 2023 - June 30th, 2026

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ARTICLE 1 – UNION RECOGNITION

- 1.01 The Town recognizes the Union as the exclusive bargaining agency for all employees of The Town in its Public Works Department save and except the Public Works Foreman, Manager of Public Works, persons above the rank of Public Works Foreman and office staff.

ARTICLE 2 – UNION SCOPE

- 2.01 The Town and the Union agree that there shall be no discrimination interference, restriction, or coercion exercised or practiced with respect to any employee in the matters of hiring, wage rates, training, up-grading, promotion, transfer, lay-off, recall, discipline, discharge, or in the administration of any of the provisions of this Collective Agreement by reason of any grounds prohibited under the Ontario Human Rights Code, or for any other reason.
- 2.02 The Town agrees that there will be no discrimination, interference, restrictions or coercion exercised or practiced by any of its representatives with respect to any employee because of their membership or non- membership in the Union.
- 2.03 The Town and the Union acknowledge that the Ontario Human Rights Code, the Employment Standards Act, the Ontario Labour Relations Act, and the Occupational Health & Safety Act shall apply to all employees. Any greater right or benefit contained in these Acts shall prevail.
- 2.04 All employees of The Town covered by this Agreement, as a condition of continuing employment, shall remain members in good standing of the Union. All future employees shall, upon acquiring seniority, become and remain members of the Union.
- 2.05 The Union shall notify The Town of the amount of union dues to be deducted monthly and fees or assessments levied by the Union on its members. The Union shall indemnify and save The Town harmless from any and all claims or causes of action made by the employees or otherwise arising out of such deduction and remittance.

The Town shall deduct from all employees who have acquired seniority the dues payable on the first pay day of each calendar month and shall remit the same to the Union prior to the end of such month. The deductions shall be accompanied with a list, provided electronically, of the names of all employees from whose union dues and assessments were deducted, including union dues paid, monthly earnings, employment status, and whether an employee is on a leave.

Once annually, by January 31st in any given year, the Town shall provide electronically to the Union a listing of its employees who are members of the bargaining unit. Such list shall include the employees name, position and date of hire of said member. The list shall also include the home mailing address, personal telephone number, and personal email of the employee as provided to the Town. The list shall also identify the Employee's employment status (whether permanent or casual) and whether the employee is on a leave of absence.

Within twenty (20) working days after the completion of the probationary period, the Town shall also provide electronically, the same information of every new hire within the bargaining unit to the Union.

The Parties recognize that, from time to time, there may be other occasions when it is necessary for the Union to request updated home mailing address, personal telephone number or personal email address of bargaining unit member(s), and may request same from the Town. The Town agrees that it would then provide the Union with the requested information, if the information had previously been provided to the Town by the bargaining unit member.

- 2.06 Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except for the purposes of instruction, experimenting, 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 hours of work or pay of any employee. The parties recognize that during extreme weather conditions, for various reasons, staff shortages may occur that require the Foreperson to assist in winter control operations. In recognition of this provision the Town agrees to provide additional float holiday per year.

ARTICLE 3 – MANAGEMENT RIGHTS

- 3.01 The Union acknowledges that it is the responsibility and function of The Town to hire, promote, demote, transfer, reclassify and suspend employees; and also the right of The Town to discipline or discharge any employee for just cause, provided that a claim by an employee, who has acquired seniority, that the employee has been discharged, suspended or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided. It is understood and agreed that such functions shall not be exercised in a manner inconsistent with the provisions of this Agreement.
- 3.02 The Union further recognizes the right of The Town to manage the affairs of the operation on all respects. The location of its operations, the direction of

the working forces, the methods, processes and means of work used, the schedules of operation, the right to decide on the number of employees needed by The Town at any time, the right to use improved methods, machinery and jurisdiction over all operations, buildings, machinery, tools and employees, are the function and responsibility of The Town. The Town also has the right to make, alter and enforce from time to time reasonable rules and regulations, not inconsistent with the Collective Agreement, to be observed by the employees, but where new rules and regulations are made or altered, The Town shall notify the employees prior to implementing the new or amended policy, and cause same to be duly posted on the bulletin board over the signature of the Chief Administrative Officer. A copy shall be emailed to the Union in accordance with Article 15.01 at the same time that employees are notified.

- 3.03 In applying the responsibilities, rights and authorities, set out in the foregoing sections, The Town agrees that these functions will not be exercised in a manner inconsistent with this Agreement and are subject to the right of the Union and/or the employee concerned to process a grievance in the manner and to the extent provided in this Agreement.

ARTICLE 4 – UNION REPRESENTATIVE

- 4.01 The Town will recognize a Unit chairperson selected by the Union. The Town shall be advised of the name of the Unit Chairperson and shall be notified of any change from time to time in writing. The Unit Chairperson shall be a permanent employee, who has completed the required probationary period, of The Town. The Union may select an alternate Unit Chairperson in the event such additional representation is needed. The Union shall have the right, at any time, to have assistance of a representative of the Canadian Union of Public Employees when dealing or negotiating with The Town.
- 4.02 In the event the parties mutually agree to convene a meeting between them, in connection with a matter arising out of this Agreement, and the Unit Chairperson or alternate or both, are required by The Town or by this Agreement to be present, such Unit Chairperson or alternate may leave work without loss of basic pay to attend such meeting.
- 4.03 The negotiating committee will consist of a maximum of five (5) persons, one of whom shall be a National Representative of C.U.P.E. and at least two (2) employees of the Unit. Unit employees, as appointed to the Negotiating Committee by the Union, may attend such meetings as arranged with the Town representative during regular working hours without loss of basic pay.

- 4.04 It is agreed by the parties that the Local President and/or designate of the Local, and/or a National Representative shall be notified and attend meetings to assist the employee and/or Unit Chairperson in investigations, grievance, and arbitration meetings, that may arise from time to time with The Town. An employee may request the attendance of the Unit Chair, and/or Local President, and/or National Representative at a workplace accommodation meeting. It is further agreed that The Town may have any assistance which may be required from time to time including legal counsel subject to advising the Union in writing.
- 4.05 The Town agrees that the Unit Chairperson shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while investigating disputes and presenting adjustments as provided in this Article. The Union understands and agrees that the Unit Chairperson is employed to perform full-time work for The Town and that they shall not leave work during working hours without permission from the Manager of Public Works.

ARTICLE 5 – GRIEVANCE PROCEDURE

- 5.01 The parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible.
- 5.02 No grievances shall be considered:
- (a) where the circumstances giving rise to it occurred or originated more than ten (10) working days before the filing of the grievance.
- 5.03 Grievances shall be adjusted and settled as follows:

Step No.1

The aggrieved employee shall present their grievance in writing on a form supplied by the Union and approved by the Town to the Foreperson with the assistance of the Unit Chairperson. If a settlement is not reached within seven (7) working days (or any other period of time which may be mutually agreed upon), the grievance may be presented as follows at any time within seven (7) working days thereafter.

Step No.2

The aggrieved employee may present their grievance in writing to the Manager of Public Works with the assistance of the Unit Chairperson. If a settlement is not reached within seven (7) working days (or any other period of time which may be mutually agreed upon), the grievance may be presented as follows at any time within seven (7) working days thereafter.

Step No.3

The aggrieved employee may present their grievance in writing to the Chief Administrative Officer or designate. The employee shall have the assistance of the Unit Chairperson, the Local President, and/or their designate, and the National Representative. The decision of the Chief Administrative Officer or designate shall be given within seven (7) working days after the time the matter is presented.

- 5.04 If the decision of the Chief Administrative Officer or designate is not satisfactory, and if the grievance is one which concerns the interpretation or alleged violation of this Agreement, the grievance may be referred by either party to arbitration as provided in Article 6 below at any time within twenty (20) working days after the decision of the Chief Administrative Officer or designate has been communicated to the aggrieved employee and to the Union.

ARTICLE 6 – ARBITRATION

- 6.01 Both parties to this Agreement agree that any dispute or grievance concerning the interpretation or alleged violation of this Agreement, which has been properly carried through all the steps of the grievance procedure outlined in Article 5 above, and which has not been settled, will be referred to a Board of Arbitration, or where both parties agree to a single Arbitrator, at the request of either of the parties hereto.
- 6.02 The Board of Arbitration will be composed of one person appointed by The Town, one person appointed by the Union and a third person to act as Chairperson chosen by the other two members of the Board.
- 6.03 Within five (5) days of the request of either party for the Board, each party shall notify the other of the name of its appointee.
- 6.04 Should the person chosen by The Town to act on the Board, and the person chosen by the Union, fail to agree on a third person within seven (7) days of the notification mentioned in 6.03 above, the Minister of Labour for the Province of Ontario will be asked to nominate a member of the judiciary of the Province of Ontario to act as Chairperson.
- 6.05 The decision of a Board of Arbitration, or a majority thereof, constituted in the above manner shall be binding on both parties.
- 6.06 The Board of Arbitration shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms or provisions of this Agreement.

- 6.07 Each of the parties to this Agreement will bear the expenses of the Nominee appointed by it; and the parties will jointly bear the expenses, if any, of the Chairperson.
- 6.08 No person shall be selected as Arbitrator who has been directly involved in attempts to negotiate or settle the grievance or the Agreement.
- 6.09 Notwithstanding the foregoing, on agreement between the parties, a single Arbitrator may be substituted for the Arbitration Board set out herein in which case the grievance will be assigned to an Arbitrator mutually agreed upon by the parties.

If the referring party proposes the use of a single Arbitrator, it shall include the written notice of referral the name(s) of the single Arbitrator(s) it proposes to hear the grievance.

Upon receipt of the notice, the recipient shall inform the other party in writing within ten (10) working days whether it is agreeable to the use of a single Arbitrator. If the recipient of the notice is not agreeable to the use of a single Arbitrator, it shall state in its written response the name of its appointee to the Board of Arbitration.

In the event the parties agree to the use of a single Arbitrator, the party who filed the grievance shall, within and not after thirty (30) working days from the date of the parties writing upon the identity of the single Arbitrator, invite the Arbitrator in writing to hear the matter and to schedule a mutually agreeable date(s) for hearing.

If the parties agree to the use of a single Arbitrator, but are unable to agree upon the identity of the single Arbitrator within the thirty (30) working days from the date of the referral to arbitration, either party may thereafter request the Minister to make such appointment as may be necessary in accordance with section 48 of the Labour Relations Act, 1995.

If the parties agree to the use of a single Arbitrator, then the cost of such Arbitrator shall be shared equally by the parties.

ARTICLE 7 – MANAGEMENT GRIEVANCES

- 7.01 It is understood that the Management may at any time request a meeting with the Unit Chairperson, the Local President, and a National Representative of the Union, to be held at a time convenient to both of the parties hereto, to discuss any complaint with respect to the conduct of the Union, its officers or members, in its relationship with The Town or other employees and that, if such complaint by the Management is not settled

to the mutual satisfaction of the conferring parties, it shall be treated as a grievance and may be referred to arbitration for determination in the same way and to the same extent as the grievance of an employee.

ARTICLE 8 – POLICY GRIEVANCE

- 8.01 Any dispute which concerns the interpretation or alleged violation of the Agreement and which involves the interest of the employees as a whole may be taken up by the Union as a policy grievance and processed in accordance with the grievance procedure if a written statement of such grievances is lodged with the Chief Administrative Officer within fourteen (14) days after the circumstances giving rise to the grievance originated. All preliminary steps of the grievance procedure prior to Step No. 2 shall be omitted in such cases. It is further agreed that the Local President, and a representative of the Canadian Union of Public Employees may be present at any step in the grievance procedure with respect to such policy grievance, with notice to the Town.

ARTICLE 9 – DISCHARGE AND DISCIPLINE CASES

- 9.01 In the event of an employee who has attained seniority being discharged from employment and the employee feeling as though Management did not have just cause for the discharge, the case may be taken up as a grievance.
- 9.02 A claim by an employee who has attained seniority that they have been unjustly discharged from their employment shall be treated as a grievance if a written statement of such grievance is lodged with the Chief Administrative Officer within seven (7) working days after the employee is notified of their discharge. All such cases shall be taken up within three (3) working days and disposed of within seven (7) working days of the date the Chief Administrative Officer is notified of the grievance, except where a case is taken to arbitration. All preliminary steps of the grievance procedure prior to Step No.2 shall be omitted in such cases.
- 9.03 Such special grievance may be settled by confirming the management's action in dismissing the employee, or by reinstating the employee in their former position with full compensation for time lost, or by any other arrangement which is just and equitable in the opinion of the conferring parties or the Arbitrator.
- 9.04 Where an Employee has not received a disciplinary notation (to include suspensions) for a period of eighteen (18) months, all disciplinary

notation(s) shall be removed from the employee's file and shall not be used against the employee beyond that period.

ARTICLE 10 – NO STRIKES OR LOCKOUTS

- 10.01 In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the lifetime of this Agreement, there will be no strikes or lockouts either complete or partial and no picketing. Strike and lockout shall be as defined in the Labour Relations Act, R.S.O. 1990, Chapter L.2., as amended.
- 10.02 Should the Union claim that cessation of work constitutes a lockout, it may file a grievance with the Chief Administrative Officer and such grievance may be processed in accordance with the grievance procedure and the arbitration procedure.

ARTICLE 11 – SENIORITY

- 11.01 (a) In all cases of promotion within the Bargaining Unit, provided the employee has the necessary skill, competence and efficiency, seniority shall be the governing factor.

Vacancies or newly created positions shall be posted within twenty (20) working days for a period of not less than ten (10) working days.

- (b) Seniority shall govern on a voluntary basis in regards to lay-offs and vacations. If there are no volunteers for layoff, employees shall be laid off in reverse order of seniority.
- (c) Overtime and equipment operations shall be distributed on an equitable basis.
- 11.02 (a) Any new employee, other than a student employee, shall be considered probationary until such employee has been employed for a period of sixty (60) days worked in a twelve (12) calendar month period beginning at the employees original hiring date, and shall have no seniority rights during that period. After sixty (60) days worked, service, seniority rights shall be established and shall date back sixty (60) days worked from that date. For identical dates of hire, the tie breaker shall be a drawing of names supervised by the Union and Employer representatives, and the employees with the identical hire dates.

- (b) If an employee is retained in employment beyond the probationary period, they shall receive payment for all Statutory Holidays as listed in Article 19.01 falling within the probationary period.

11.03 An employee shall not lose their seniority rights if the employee is absent from work because of sickness, injury, layoff, or leave of absence approved by the Town.

An employee shall only lose seniority in the event the employee:

- (i) is discharged for just cause and is not reinstated;
- (ii) resigns;
- (iii) is absent from work in excess of three (3) working days, without notifying The Town, unless such notice was not reasonably possible
- (iv) fails to return to work within seven (7) calendar days following a lay-off and after receipt of a registered letter to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep The Town informed of their current address;
- (v) is laid off for a period longer than two (2) years.

11.04 A seniority list shall be prepared by the Town and shall be posted on the Bulletin Board in January of each year.

11.05 If an employee covered by this Agreement should be promoted to a supervisory or confidential position not subject to this Agreement, they shall retain the seniority earned to the time of such promotion for a period of sixty (60) worked days, subject to the following limitations:

- (a) While the employee remains in a position outside this Bargaining Unit, such seniority shall have no application whatsoever.
- (b) If the employee is subsequently returned to Bargaining Unit, seniority previously earned shall be restored and additional seniority shall begin to accrue upon their return.
- (c) An employee returned to the Bargaining Unit shall be placed in the position of a regular employee and no permanent employee shall be laid off or displaced as a result of this action.

11.06 "Casual Worker" is a person contracted for circumstances when regular employees are not available. The use of a casual worker shall not result in a reduction the hours of work or pay of any employee covered by this

collective agreement. This employee will be covered under all Articles in the Collective Agreement except seniority, sick leave, benefits and vacation. Vacation pay will be as per the Employment Standards Act. A casual worker will not work more than 60 accumulated days in a 12 month period.

11.07 LAYOFF AND RECALL

- (a) Whenever it becomes necessary to reduce the working force, employees shall be laid off in reverse order of seniority. The Union shall be notified, in writing, of any potential layoffs thirty (30) working days in advance of the notification to the employee(s). The Employer and the Union shall meet within seven (7) working days of the notification. The Employer shall provide the rationale for the layoff, expected duration, and shall discuss and consider any other feasible alternatives. The Employer shall provide written notice of layoff to the employee(s) who are to be laid off, with a copy to the Union, twenty (20) working days prior to the effective date of the layoff, or the notice period in accordance with the *Employment Standards Act*, whichever is greater. If the employee has not had the opportunity to work the twenty (20) working days as provided in this article, or the notice period in accordance with the *Employment Standards Act*, whichever is greater, the employee shall be paid for the days for which work was not made available. Temporary employees, and then probationary employees shall be laid off prior to layoff of a permanent employee. Permanent employees on layoff shall be recalled, in order of seniority, prior to hiring any new employee including temporary employee(s).
- (b) Employees shall be recalled in order of seniority. Employees who are laid off shall be retained on the seniority list for a period of twenty-four (24) months. If, during that period they are recalled to work, they shall signify their intention to do so within five (5) working days (excluding Saturdays, Sundays and paid holidays) of the date of the notice of recall, unless a reasonable explanation is provided. Notice of recall shall be given by the Employer by registered mail to the last address on record with the Town. Notice of recall shall be effective five (5) working days after the notice was sent by registered mail.

ARTICLE 12 – HEALTH & SAFETY

- 12.01 (a) The Town shall continue to make reasonable provisions for the safety and health of its employees during hours of employment. The Union agrees to assist the Town in maintaining proper observation of all safety and health rules. A Joint Health and Safety Committee has been approved for the Town and the Union shall appoint one (1)

member to the committee. The Safety Committee will meet to discuss and adopt Safety and Health measures when requested by either party.

- (b) The Town and Union agree to work under The Occupational Health and Safety Act, as amended and all provisions of the Act.
- 12.02 (a) An employee who is injured during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of the shift at their regular rate of pay without deduction from sick leave, provided that a doctor or nurse states that the employee is unfit for further work on that shift.
- (b) Where an employee is absent as a result of an accident while at work, or illness inherent to occupation, and, as a result is receiving Workers' Compensation as awarded by the Workplace Safety and Insurance Board, they shall receive the difference between their regular pay and the Board's award, such difference not to be deducted from their sick leave credit.
- 12.03 The Town agrees that all vehicles and buildings be equipped with fire extinguishers and adequate first aid kits.
- 12.04 The Town agrees to the training of, and recognition of qualified first aid personnel and to pay the cost of the course including books.
- 12.05 (a) The Town will pay, \$650.00 per year to each employee no later than the first pay period in October, as a clothing allowance. Safety boots as required by the Town must be worn as a condition of employment.
- (b) In the event of an employee is hired after October 1", payment will be pro- rated on the basis of the time remaining to October 1st in the following year.

ARTICLE 13 – POSTING OF NOTICES

- 13.01 If the Union desires to post notices in the plant, such notices shall be first submitted to the Manager of Public Works for approval. A bulletin board will be provided by The Town for notices and no notice shall be posted except on such board.

There will be no distribution or posting by employees of pamphlets, advertising or political matter, cards, notices or any other kind of literature upon The Town's property except as herein provided.

ARTICLE 14 – LEAVE OF ABSENCES

- 14.01 The Town shall grant leave of absence without pay to two (2) employees elected by the Union to attend Union Conventions, seminars, education, training, and/or conferences for a period or periods not exceeding fourteen (14) working days in any calendar year, provided that, in the opinion of the Manager of Public Works, this shall not interfere with the efficient operation of the Department and provided further that such leave shall not be unreasonably withheld.
- 14.02 (a) The Town shall grant a leave of absence without pay to an employee for legitimate personal reasons provided such absence does not interfere with the efficient operation of the department. For the purpose of this paragraph, the fact that an employee's vacation does not coincide with that of their spouse and desire to vacation together shall not be considered "a legitimate personal reason." An employee shall not take employment elsewhere while on leave of absence without the consent of The Town.
- (b) Employees shall be allowed one (1) paid day per calendar year for the purposes of personal and/or family preventative health care, tending to family illness, family emergencies, or bereavement leave not covered under article 14.03.
- 14.03 An employee shall be granted leave of absence, without loss of pay in order to make the necessary arrangements for and to attend the funeral of family members for up to the maximum number of days set forth in the following schedule:
- (a) 5 scheduled working days in the event of death of spouse (including same-sex and common-law), child, father, mother, legal ward or guardian of the employee. This includes step relations.
- (b) 3 scheduled working days for grandparent, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister, brother of the employee. This shall include step relations.
- (c) 1 day in the event of death of uncle, aunt, first cousin, brother-in-law, sister-in-law, niece, and nephew of the employee, except if the funeral is 250 km or more from Ingersoll, then two (2) days may be granted and if the funeral is more than 400 km or more from Ingersoll then three (3) days may be granted.
- (d) 1 day to serve as pallbearer.

- (e) If the funeral is 250 km or more from Ingersoll then one (1) additional day may be granted for family members described in 14.03 (a) and 14.03 (b).

14.04 An employee who is summoned to serve as juror or is required by writ or subpoena to appear in court as a witness during the employees scheduled working days, shall be paid regular pay for the time required to be in court, provided the employee presents to The Town the process which required a presence in court and pays over to The Town the amount received as such juror or witness.

ARTICLE 15 – CORRESPONDENCE

15.01 All correspondence between the parties arising out of this Agreement or incidental thereto, save and except with reference to employee grievances, shall pass to and from the Chief Administrative Officer, or their designate, and the Local President, Unit Chairperson, and the Secretary of the Union.

ARTICLE 16 – WAGES

16.01 The Town and the Union agree that all payments of wages shall be made in accordance with the wage rates set forth in Schedule "A" hereto, which is hereby made a part of this Agreement.

ARTICLE 17 – HOURS OF WORK AND OVERTIME

17.01 The following paragraphs and sections are intended to define normal hours of work and shall not be construed as a guarantee or hours of work per day or per week or of days of work per week.

17.02 (a) Overtime at the rate of time and one-half of the employee's basic rate shall be paid for all hours worked in excess of eight (8) hours per day or forty hours per week, and for the first three hours worked on Saturday. Overtime at the rate of double the employee's basic rate shall be paid for all hours worked in excess of the first three hours worked on Saturday and for all hours worked on Sunday.

(b) Any overtime must be authorized by the Manager of Public Works or Foreperson and appear on the time sheet. No overtime will be allowed for 5 minutes or less, of time worked, nor will an employee lose time if the employee is late 5 minutes or less. If the employee works 6 minutes and less than 15 minutes overtime, they shall be

paid for 15 minutes. If the employee is late by more than 5 minutes, they shall have 15 minutes time deducted from their pay. The above formula will apply for each quarter hour paid.

- (c) Notwithstanding Clauses 17.02(a) and (b), an employee may elect to bank any earned overtime not to exceed a maximum of forty (40) hours at any one time, which is replenishable, in a calendar year. Such banked overtime not used or paid out by October 31st shall be paid out by the second (2nd) pay date in November of the calendar year it was accumulated. An employee may elect to request banked overtime to be paid out at the end of each month with notification submitted with their time sheet. Banked overtime may be used for time off work on the basis of a full day as set out in Clause 17.03 (a) as mutually agreed between the Superintendent and the employee. If an employee leaves the employment of the Town for any reason, such accumulated overtime will be paid out and added to the final pay cheque.
- 17.03 (a) The normal work week for all employees save and except shift employees shall consist of five (5) working days commencing on Monday and ending on Friday. A normal working day shall consist of eight (8) working hours. A day shift will not commence before 7:00 a.m. to noon and 12:30 p.m. to 3:30 p.m. with on half hour unpaid lunch, with the exception of the Street Sweeper who may be required to start before 7:00 a.m. Any variation during hours of work shall be negotiated by the Town and the Union.
- (b) Employees who are called in early, may leave, after eight (8) hours of work with the approval of the Superintendent/Foreperson, and without pay for the remainder of the scheduled work day. The provisions of Clause 17.05 will not be affected.
- 17.04 (a) Employees who are required to be on standby duty shall receive an allowance of \$300.00 per seven (7) day week. This allowance shall in no way affect the overtime provisions of this Agreement. One employee per week will be required for standby, during periods to be determined by the Town with agreeable notification. The Town reserves the right to require two employees per week for standby with agreeable notice and in compliance with Clauses 17.04 (a), (b), and (c).
- (b) If a statutory holiday or holidays occurs in a week that an employee is on standby duty in accordance with Article 17.04(a), then the employee shall receive an additional \$30.00 for each statutory holiday that occurs in that week and paid on the calendar date of such statutory holiday.

- (c) The Town will supply the employee on standby with a cellular phone.
- 17.05 An employee, who is called into work after they have left the Public Works Building, shall be paid at the appropriate overtime rate for all hours worked with a minimum payment of three (3) hours. However, if the employee is called into work prior to the start of their scheduled shift and works until the commencement of their normal shift, the employee shall not be entitled to the minimum allowance but shall be paid at the appropriate overtime rate for all hours worked up to the commencement of their normal shift plus one-half hour.
- 17.06 Overtime and call back time shall be offered on an equitable basis among employees who are willing and qualified to perform the available work. Any employee who refuses or is not available by phone shall be considered to have worked.
- 17.07 One \$17.50 Meal Allowance shall be paid per employee for overtime worked on a weekend, holiday, and when line painting.

When an employee works ten (10) hours or more, they shall be entitled to a meal allowance of \$17.50.

ARTICLE 18 – VACATION WITH PAY

- 18.01 The Town and Union mutually agree that the following interpretation of the Article shall prevail:
- (a) An employee shall not be entitled to receive their vacation in units of less than five (5) consecutive working days unless otherwise mutually agreed upon between the employee and the Town.
 - (b) Vacation entitlement for employees, hired after July 1st, 1996, will be computed from January 1 of each calendar year.
 - (c) On or before the 15th day of March in each year, the Town will circulate a list so that each employee may write in their choice of vacation dates. When preparing the annual vacation schedule, the Town shall, subject to its right to maintain a qualified working force, give the choice of vacation dates to employees with the greatest seniority provided they give notice of such choice not later than the 1st day of April. The vacation schedule shall be completed on or before the 15th day of April in each year, and when completed, copies shall be posted on the bulletin board.

- (d) Vacation periods requested following the posting of the vacation schedule as required must, by Article 18.01 (c), be submitted to the Town no later than seven (7) days prior to the period requested.
- (e) If an employee decides not to take their vacation as recorded on the posted Vacation Schedule, the employee must give the Town fourteen (14) calendar days' notice of their intention to cancel.
- (f) The fourteen (14) days' notice requirement will not apply if the employee or immediate family members are proven sick or there is a death of a family member as set out in Article 14.03 (a) and (b). Such sickness or death must have occurred within seven (7) calendar days prior to the start of the employee's vacation.
- (g) All employees will use their vacation allotment by June 30th of the following year. All employees may carry over a maximum of five (5) vacation days in any year.

18.02 Less than 1 year of service – 1 Working day for each full month of service to a maximum of 10 days

After 1 year of service – 10 working days

After 4 years of service – 15 working days

After 10 years of service – 20 working days

After 15 years of service – 25 working days

After 21 years of service – 30 working days

After 30 years of service – 35 working days

18.03 An employee's vacation period and time off for banked overtime shall be made available at any time throughout the calendar year subject to the right of the Town to maintain an adequate working force, but in no case, will more than three (3) employees be on vacation at any one time. During the months of December through March inclusive, the third employee's vacation time shall be subject to a guarantee of availability of one of the three employees for call-in as required.

ARTICLE 19 – STATUTORY HOLIDAYS

19.01 All employees who have attained seniority under Article 11.02 of this Agreement shall receive payment of their regular rates for the following holidays:

New Year's Day	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	Family Day
Civic Holiday	Day before Christmas
Labour Day	Day before New Years

Agree to add Heritage Day if and when such a day is declared a statutory holiday by the Federal Government.

In addition to the above, each employee of the Public Works Department will receive two (2) floating holidays, but the Town must be notified at least seven (7) days in advance of the day the employee requests to have off.

Such payment for not working shall be based on the employee's regular current hourly rate for a normal work day subject to the following conditions:

- (i) In order to qualify for holiday pay, the employee must work their full scheduled shift immediately preceding and immediately following the holiday concerned, unless absence is due to sickness, vacation or approved leave of absence.
- (ii) If any of the above holidays fall on a Saturday or Sunday, the Town may establish the Monday and/or Tuesday subsequent to the holiday and/or the Friday previous to the holiday as the day to be observed as the holiday, unless otherwise mutually agreed.
- (iii) Where the vacation period taken by an employee under the provisions of the preceding paragraphs includes one or more holidays, then such period shall be increased by one day of each holiday so included with such period.
- (iv) If an employee works on one of the above named paid statutory holidays, they shall receive payment at double time actually worked in addition to receiving their holiday pay.

ARTICLE 20 – GENERAL

20.01 Employees shall be granted a fifteen (15) minute rest period in the morning in addition to the regular scheduled lunch period.

20.02 Employees shall have the right to review their personnel file, upon providing 72 hours, three (3) working days, written notification to the Human Resources Coordinator. Such review shall occur in the presence of the Human Resources Coordinator.

20.03 Class DZ Driver's Licence

Permanent employees shall have the cost of the Class DZ driver's licence reimbursed by the Employer, upon submission of a receipt.

20.04 CLASS D MEDICAL REPORT REIMBURSEMENT

Permanent employees who are required to undergo a Ministry of Transportation medical examination in order to maintain a Class D driver's licence shall have the cost of the required medical report reimbursed by the Employer, upon submission of a receipt.

ARTICLE 21 – SICK LEAVE

21.01 Sick leave means the period of time an employee is absent from work with full pay by virtue of being sick or disabled, exposed to contagious disease or because of an accident for which compensation is not payable under the Workplace Safety & Insurance Act.

21.02 Eighteen (18) days sick leave per year shall be earned by employees who have attained seniority at the rate of one and one-half (1 1/2) days for every month.

21.03 For every month of regular attendance, an employee who has attained seniority, shall be granted a sick leave credit of one and one-half (1 1/2) days per month and the sick leave credits of the employee may accumulate to a maximum of not more than two hundred (200) days at any one time.

21.04 In order to qualify for sick leave benefits, an employee making such claim must have reported their illness during the first day to the Public Works Office of their absence from work and within thirty (30) minutes of the commencement of that working day.

21.05 An employee may be required after three (3) consecutive days illness to produce evidence from a medical practitioner for any illness, certifying that the employee is unable to carry out their duties due to illness.

- 21.06 An employee, who has attained four (4) years seniority on termination of employment for any reason except discharge for reasonable and just cause which is not reversed through the grievance procedure and/or arbitration procedure, shall be entitled to 50% of their accumulative sick leave benefits at their normal daily wage rate.
- 21.07 An employee who is absent because of illness will continue to accumulate seniority for the first fifty-two (52) weeks of such absence. Thereafter, the employee shall retain the seniority they have already acquired but shall not continue to accumulate seniority during their absence. The Town will pay benefits as listed in paragraph 22.01(a) on behalf of an employee who is absent because of illness.
- 21.08 Notwithstanding paragraph 21.03, the accumulated sick leave days to the credit of each employee pursuant to Section 21.03 on September 30, 1983, shall be frozen and will not accumulate beyond the credit as posted by the Town no later than October 31, 1985, except that any employee who has less than 100 days of accumulated sick leave (or the equivalent hours), shall be permitted to accumulate no more than 100 days at any one time.

ARTICLE 22 – HEALTH AND WELLNESS PLAN

- 22.01 During the term of this Agreement, The Town shall pay 100% of the premium costs of the following:
- (a) Ontario Employer Health Tax and/or a premium based Health Insurance Plan
 - (b) Dispensing fee – 100% coverage (no cap)

Chiropractic- maximum \$600 per person per calendar year for licensed chiropractic services. One (1) x-ray per person, per calendar year.

Physiotherapy - 100% No referral required.

Massage Therapy - \$600.00 maximum per person per calendar year. No referral required.
 - (c) Benefit provider E.H.C.
Osteopath, Osteopathic Practitioner, Podiatrist/Chiropodist, Naturopath, Acupuncturist, Speech Therapist - \$400 maximum per specialty, per person, per calendar year. No referral required. For Osteopath, Osteopathic Practitioner, and Podiatrist/Chiropodist, one (1) x-ray per specialty, per person, per calendar year. No cap per visit.

- (d) Benefit provider Dental Plan
 - Current Ontario Dental Association Fee Guide for all Dental Benefits

- (e) Additional Major Coverage:
 - (i) Charges for inlays, onlays and crowns made from stainless steel, porcelain or acrylic and, with respect to back teeth only, cast gold or gold foil.
 - (ii) Charges for re-cementation of crowns and inlays
 - (iii) Charges are reimbursed at 50% and are subject to the \$1,000 per person calendar year maximum, applicable to all Major Dental Services.

- (f) Orthodontic Services:
 - (i) Charges for treatment, services and appliances required in connection with the correction of malocclusions for dependent children who are at least six (6) years of age to a maximum of eighteen (18) years.
 - (ii) Effective January 1, 2013, charges are subject to 50% reimbursement and to a lifetime maximum of \$3,000 per insured child.

Note: All charges are subject to provision of a Treatment Plan for the Orthodontist prior to the start of a course of orthodontic treatment.

- (g) Dentures
Reimbursement for dentures will increase to 100% subject to the \$1,000 per person calendar year maximum applicable to all Major Dental Services.

- (h) Vision care- \$450.00 per person maximum benefit every 12 months and up to a maximum of one optometric examination or one eye refraction per benefit year.

- (i) Hearing Aids - \$400 maximum payable every four years

- (j) Life Insurance and A.D. & D. -250% of annual earnings of employee
 - spouse \$5,000
 - each child \$3,000

(k) The town will pay the difference between regular lenses and safety lenses to all members of the Bargaining Unit upon change in prescription.

(l) The Town will enroll the employees in its Long Term Disability Plan with its benefits provider:

Qualifying period 105 days, benefit period to age 65, the monthly benefit before co-ordination with other income is 75% of regular monthly wages up to a maximum benefit of four thousand dollars (\$4000.00) per month, the benefit is offset by primary Canada Pension Plan and reimbursement from the Workplace Safety & Insurance Board. The Town will pay 100% of the premium costs of the Plan.

(m) Membership to VPCC for each permanent member and their immediate family.

(n) Psychologist, Social Worker, Psychoanalyst, Psychotherapist, Psychiatrist, Marriage and/or Family Therapist, and Clinical Counsellor for a combined maximum of \$400.00 per person, per calendar year. No cap per visit.

22.02 In addition to the Canada Pension Plan, every employee shall join the Ontario Municipal Employees Retirement System. The Town and the employees shall make contributions in accordance with the provisions of the Plan.

22.03 Job Security

The Town agrees to maintain a work force of not less than nine (9) employees for the duration of this contract.

22.04 Retiree Benefits

(i) (a) The Town will pay one hundred percent (100%) of the premium cost of the following benefits to retired employees in receipt of an OMERS Pension up to the age of sixty-five (65). Effective July 1st, 2012 any new employees hired must have a minimum of fifteen (15) years' service with the Town in order to be eligible for this benefit.

- Benefit provider E.H.C.
- Benefit provider Dental Plan
- Physiotherapy – 100%
- Massage Therapy - \$600.00 maximum per person per calendar year.
- Vision Care - \$300.00 per person maximum benefit every 12 months. Maximum of one optometric examination or one eye refraction per benefit year.

- Hearing Aids - \$400.00 maximum payable every four years.
 - Chiropractic Services - maximum \$350.00 per person per calendar year for licensed chiropractic services.
- (b) Benefit coverage outlined in Article 22.04 (a) will cease if the retiree takes other employment providing benefit coverage and such coverage by the Town will not be renewed.
- (c) The retiree must enroll for the benefits at the date of retirement and must continue uninterrupted participation to be eligible.
- (d) The retiree must be domiciled in Ontario.
- (e) The retiree will waive any right to claim against the Town and the carrier in the event their coverage lapses by reason of any acts or omission on the retiree's part in fulfilling any of the terms and conditions of the benefit program.
- (ii) New employees hired after July 1st 2014
The Town will pay 100% of the premium cost of the following benefits to retired employee's in receipt of an OMERS pension (and who are at least 55 years of age), up to the age of sixty-five (65). Effective July 1st, 2014 any new employees hired must have a minimum of twenty (20) years' service with the Town in order to be eligible for this benefit.
- Benefit provider E.H.C.
 - Benefit provider Dental Plan
 - Physiotherapy – 100%
 - Massage Therapy - \$600.00 maximum per person per calendar year.
 - Vision Care - \$400.00 per person maximum benefit every 12 months. Maximum of one optometric examination or one eye refraction per benefit year.
 - Hearing Aids - \$400.00 maximum payable every four years.
 - Chiropractic Services - maximum \$600.00 per person per calendar year for licensed chiropractic services.
- (iii) Employees hired prior to July 1st, 2012, shall continue to receive the same benefits, in accordance with Article 22.01 (excluding k and l), from the date of their retirement to age sixty-five (65) provided they qualify for an early retirement as set out in the Ontario Municipal Employees Retirement System (OMERS). The Town shall pay 100% of the premium cost of such benefits.

ARTICLE 23 – DURATION

23.01 This Agreement shall be effective from July 1, 2023 and shall remain in full force and effect until June 30, 2026, and from year to year thereafter unless notice of intention to terminate or amend this agreement is given by either party not more than ninety (90) days before the termination of the said Agreement.

Dated this 18th day of December 2023.

IN WITNESS WHEREOF each of the parties hereto has caused this Agreement to be signed by its duly authorized representative as of the date and year first above written.

FOR THE EMPLOYER



Brian Petrie, Mayor



Danielle Richard (Dec 19, 2023 16:13 EST)

Danielle Richard, Clerk

FOR THE UNION



Jamie McBride (Dec 19, 2023 10:22 EST)

Jamie McBride, President



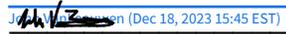
Dave Franco (Dec 19, 2023 10:51 EST)

Dave Franco, 2nd Vice President



Steven Van Ryswyk (Dec 18, 2023 15:27 EST)

Steve VanRyswyk, Unit Chair



John Vanleeuwen (Dec 18, 2023 15:45 EST)

John Vanleeuwen, Bargaining Member



Stephanie Cliff, National Representative

SCHEDULE "A"

Effective July 1st in each year:

<u>Employee Classification</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>
Equipment Operator	30.68	31.60	32.55
Equipment Operator Lead Hand	34.55	35.59	36.66
Probationary	29.76	30.65	31.57
*Student	19.73	20.32	20.93

A Equipment Operator Lead hand may be appointed by the Town to assist the Manager of Public Works, by directing one or more crews, directing the entire operations of the Unit in the Manager of Public Work's absence and by keeping necessary time sheets and operational records as required.

Notwithstanding the above, it is expected the Equipment Operator Lead hand will perform normal unit work assignments and operate equipment.

*Student employee shall be an employee for not more than 100 working days who shall not be entitled to employee benefits contained in Articles 21 and 22.

LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE TOWN OF INGERSOLL

AND

LONDON CIVIC EMPLOYEES

CUPE LOCAL 107, INGERSOLL UNIT

RE: EARLY SHIFT AND SHIFT PREMIUM

The Town and the Union agree to institute an early shift starting no earlier than 4:00 a.m. and ending no later than 12:30 p.m. when operational requirements make it necessary.

The shift will be voluntary; notwithstanding, the Union agrees that at least two (2) people will be available for the shift.

The employees on the early shift will work their normal standby rotation.

These hours will always be scheduled in a minimum of five (5) consecutive day blocks.

The parties may meet and may amend or extend this letter subject to mutual agreement and ratification by the parties.

It is understood that shift premium will be paid at \$3.00 per hour. No shift premium shall be paid on overtime.

Dated this 18th day of December 2023.

FOR THE EMPLOYER



Brian Petrie, Mayor



Danielle Richard, Clerk

FOR THE UNION



Jamie McBride, President



Dave Franco, 2nd Vice President



Steve VanRyswyk, Unit Chair



John Vanleeuwen, Bargaining Member



Stephanie Cliff, National Representative