



**COBOURG**

**COLLECTIVE AGREEMENT**

Between

**THE MUNICIPAL CORPORATION OF THE TOWN OF COBOURG**  
("The Corporation")

-And-

**THE CANADIAN UNION OF PUBLIC EMPLOYEES,**  
**INSIDE AND OUTSIDE WORKERS**

**LOCAL 25**  
("The Union")

Expiring: December 31, 2021

CUPE COLLECTIVE AGREEMENT 2020-2021

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**ARTICLE 1 – GENERAL PURPOSE**

- 1.01 The general purpose of this Collective Agreement is to establish and maintain orderly collective bargaining relationships between the Corporation and its employees. It is the desire of both parties to this agreement to co-operate and maintain harmonious relationships between them and to provide an orderly and amicable method of resolving any differences which may arise between them concerning the interpretation or application of the terms of this agreement or general working conditions.
- 1.02 It is understood and agreed that persons employed pursuant to the provisions of a federal or provincial government subsidized program shall not do work regularly performed by bargaining unit members so as to cause the lay-off or loss of employment or loss of working hours on the part of such members.
- 1.03 Wherever applicable in this collective agreement, the singular number shall include the plural.
- 1.04 The Corporation recognizes the right of the Union to have the assistance of a National Representative of the Canadian Union of Public Employees for the purposes of processing grievances as provided for herein, negotiating renewals or amendments to this agreement and for the purposes of consultation between the parties.

**ARTICLE 2 – RECOGNITION AND PURPOSE OF AGREEMENT**

- 2.01 (a) The Corporation recognizes the Union as the sole collective bargaining agent for all employees of the Roads and Sewers Department including Water Pollution Control Plant Operators, save and except Foreperson, persons above the rank of Foreperson, students employed pursuant to the provisions of a federal or provincial government subsidized program and students who regularly work less than 35 hours per week.

- (b) The Corporation recognizes the Union as the sole collective bargaining agent for all employees of the Corporation of the Town of Cobourg below the rank of Foreperson employed in the Municipal Clerk's, the Engineering, the Building and Planning and the Finance Departments save and except the Administrative Assistant- Clerk's, the Administrative Assistant – Finance, the Executive Secretary, students employed pursuant to the provisions of a federal or provincial government subsidized program and, students who regularly work less than 35 hours per week. Should there be no agreement between the parties as to the inclusion or exclusion of any new positions created by the Corporation, then either party may make application to the Ministry of Labour pursuant to Section 106 of The Ontario Labour Relations Act for a determination and the parties agree to be bound by such determination.
- (c) The Corporation recognizes the Union as the bargaining agent of all service or maintenance employees of the Cobourg Parks and Recreation Department, save and except Foreperson, persons above the rank of Foreperson, persons regularly employed for not more than 24 hours per week and, students who regularly work less than 35 hours per week.
- (d) It is understood that wherever applicable in this Collective Agreement, Parks and Recreation Department shall mean Parks, Arena/CCC, Legion Fields, Marina and Concert Hall. It is understood that wherever applicable in this Collective Agreement Arena Attendants shall mean employees of the CCC and Arena. This shall apply to all employees that were hired as full-time employees on or after April 1, 2011.
- (e) The Corporation of the Town of Cobourg recognizes the Union as the sole collective bargaining agent for all employees in the Community Development Department below the rank of Events Coordinator, save and except persons employed pursuant to the provisions of a federal or provincial government subsidized program and students who regularly work

less than 35 hours per week.

**ARTICLE 3 – CORPORATIONS AND EMPLOYEES’ RESPONSIBILITIES**

- 3.01 It is recognized that the Corporation provides and maintains services for the recreation, safety, health, comfort and general welfare of the citizens of the Town of Cobourg and visitors to the Town, and that employees must be prepared at all hours of the day or night to assist in providing such services and amenities subject to the terms of this agreement.
- 3.02 The Employer, the Union and the employees agree that there shall be no discrimination or harassment contrary to the Ontario Human Rights Code because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, same-sex partnership status, family status or disability.

**ARTICLE 4 – MANAGEMENT RIGHTS**

- 4.01 All rights and prerogatives of Management are retained by the Corporation and remain exclusively and without limitation within the rights of the Corporation. Without limiting the generality of the foregoing, the Corporation's rights shall include:
- (a) The right to maintain order, discipline and efficiency, and in connection therewith, to make, alter and enforce from time to time, rules and regulations, policies and practices, to be observed by its employees; the right to discipline and discharge employees for just cause provided that a claim of discipline or discharge without just cause may be the subject matter of a grievance and dealt with as hereinafter provided.
  - (b) The right to select, hire, transfer, assign to shifts, promote, demote, classify, lay-off, recall, suspend, and retire employees; to select employees for positions excluded from the bargaining unit.
  - (c) The right to determine the location and extent of the operations and their

commencement, expansion, curtailment, or discontinuance, the direction of the working forces, the services to be furnished; the subcontracting of work; the schedules of work; the number of shifts; the methods, processes and means of performing work; job content and qualifications; quality and quantity standards; the qualifications of employees; the use of improved methods, machinery and equipment; overtime; the number of employees needed by the Corporation at any time; the number of hours to be worked; starting and quitting times; are solely and exclusively the right of the Corporation, subject only to the express provisions of this Collective Agreement.

#### **ARTICLE 5 – GRIEVANCE PROCEDURE**

5.01 Complaints and grievances shall be dealt with in the following manner: All grievances must be in writing and recorded within seven (7) days of the alleged grievance. Decisions will be given in writing.

##### **Step No. 1**

The employee, accompanied by a Steward, shall take the matter up with his/her immediate non-union Supervisor; failing settlement within three (3) working days, the employee may immediately proceed to Step No. 2.

##### **Step No. 2**

The employee, accompanied by a steward and Chief Steward, may take the matter up with the respective Department Head; failing settlement within three (3) working days, the employee may immediately proceed to Step No. 3.

##### **Step No. 3**

The employee, accompanied by the Chief Steward and/or a full-time representative of the Union, may take the grievance up with the Corporation's committee responsible for grievances at which time any or all

of the people concerned may be present.

Step No. 4

Any grievance not settled through the above procedure may be referred to a board of arbitration in accordance with the provisions of the Labour Relations Act for the Province of Ontario, as amended.

5.02 All times mentioned in this article may be extended or shortened if both parties mutually agree thereto. The "days" referred to in this article are normal working days excluding Saturdays, Sundays and holidays.

5.03 Should a regular employee be suspended or discharged, a letter stating a reason for such action shall be given to such employee and the President of the Local Union. This notification shall be given within seven (7) days of such action. Should a grievance be filed in such a case, it shall be lodged at Step No. 3 of the grievance procedure within seven (7) days of receipt of the notification provided for herein.

5.04 Where a dispute involving a question of general application or interpretation occurs, or where a group of employees of the Union has a grievance, Step No. 1, and by mutual consent, Step No. 2 of this article may be bypassed.

5.05 The employee shall have the right to review his/her personnel file. The employee shall arrange a suitable time with the Human Resources Department and their direct Supervisor that will allow a reasonable length of time for the review to be completed during regular business hours. An employee shall have the right to obtain a copy of any material contained in his/her personnel file and shall also have the right to append to any document in his/her personnel file.

Any notice of discipline shall be removed from an employee's file, provided the employee has had no similar warning notice for a period of eighteen (18) months.



**ARTICLE 6 – ARBITRATION**

- 6.01 (a) It is understood that either the Union or the Employer may proceed to arbitration on disputes relating to the interpretation, application or alleged violation of the terms of this Collective Agreement and/or as dictated by other legislation.
- (b) Prior to proceeding to arbitration, the parties may mutually agree to use a Grievance Mediation Officer to settle outstanding grievances.
- 6.02 The party desiring arbitration shall within 30 calendar days after the grievance has been disposed of according to the provisions of Article 5.01, Step No. 3, proceed by writing to the other party requesting such arbitration and such request shall set out the specific issues to be arbitrated and the provisions of this Collective Agreement which apply and contain the nomination of an arbitrator for the requesting party. The other party shall, within 15 calendar days of receipt of such request, nominate an arbitrator and advise the requesting party in writing thereof.
- 6.03 The two (2) nominees so named shall immediately hold a conference for the purpose of selecting a Chairperson for the Board of Arbitration. Should they fail to so select a Chairperson within seven (7) days from the commencement of such conference held for such purpose, they shall request the Minister of Labour for the Province of Ontario to appoint an impartial Chairperson.
- 6.04 No person shall be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 6.05 The parties hereto will bear the expense equally of the Chairperson of the Board of Arbitration and each party will bear the expense of the nominee appointed by it.
- 6.06 Except by mutual agreement, no matter may be submitted to arbitration which has not been properly carried through all previous steps of the

grievance procedure.

- 6.07 The decision of the majority of the Board of Arbitration or failing such majority, the decision of the Chairperson thereof, shall be final and binding upon the parties hereto.
- 6.08 The arbitration board shall not be authorized to make any finding or decision inconsistent with the provisions of this Collective Agreement, nor shall it have the power to add to, alter, modify, amend or contract from any part of this Collective Agreement, nor to deal with any matters not covered by this Collective Agreement.
- 6.09 All times mentioned in this article may be extended or shortened if both parties mutually agree thereto. The "days" referred to in this article are normal working days excluding Saturdays, Sundays and holidays.
- 6.10 Either party may request that the grievance be heard by a mutually agreed upon sole arbitrator instead of a Board of Arbitration. If a decision on a sole arbitrator cannot be mutually agreed upon a Board of Arbitration shall be implemented.

#### **ARTICLE 7 – UNION RECOGNITION**

- 7.01 All employees eligible to be in the bargaining unit shall become and remain members of the Union in good standing as a condition of employment, and all new employees shall become members within 60 days of their employment.
- 7.02 The Corporation will deduct from the wages of each employee who is eligible to be a member of the Union, a sum equal to the current monthly union dues and remit the amounts so deducted to the Secretary-Treasurer of the Union, not later than the 15<sup>th</sup> day of the month following, accompanied by a list of all employees from whose wages the deductions were made along with the amount of union dues deducted from each employee. The

Employer agrees when issuing T-4 slips to record the amount of union dues deducted during that taxation year on such T-4. Tax receipts for dues paid will not be issued by the Union.

7.03 No employee shall be required to make a written or verbal agreement with the Corporation or its representative which may conflict with the terms of this Collective Agreement.

### **ARTICLE 8 – STRIKES AND LOCKOUTS**

8.01 The Union will not cause, authorize, sanction, nor permit its members to cause or take part in any sit-down, stay-in or slowdown in any department, or any strike or stoppage of any of the Corporation's operations, or of any curtailment of work, restriction or interference or any picketing of the Corporation's premises during the term of this agreement.

### **ARTICLE 9 – UNION COMMITTEES AND STEWARDS**

The Corporation acknowledges the right of the Union to appoint or otherwise select committees and Stewards from among regular employees of the Corporation. The Union shall advise the Corporation of the personnel serving on these committees and also the names of the Stewards in writing and keep the list updated. The negotiating committee shall consist of the President of the Local Union and:

- One (1) from Roads & Sewers Group
- One (1) from WPC Group
- One (1) from Parks Group
- One (1) from Arenas/CCC Group
- One (1) from Inside Workers Group in pay grades 0 through 6
- One (1) from Inside Workers Group in pay grades 7 through 9

Costs incurred for the second Inside Worker representative shall be billed and paid for by the Union.

9.01 (a) In order to maintain adequate staffing levels in all departments, not more than one (1) employee in a department shall sit on the same Union committee at the same time with the exception of the President's automatic seat on the negotiating committee.

(b) With the exception of the negotiation committee, all Union members will be limited to sit on two (2) Union committees/positions at the same time. When a conflict with 9.01 (a) may occur, Article 9.01 (a) will take precedent.

9.02 The Union acknowledges that Stewards, members of the committees and Union Officers have regular duties to perform on behalf of the Corporation. With the exception of emergency circumstances and scheduled meetings with Management, in general, Union business shall be conducted during non-working hours. Should the need arise to discuss or engage in Union matters during work hours approval of the immediate Supervisor must be received a week in advance. The Union Secretary shall advise the Manager, Human Resources when Union business is scheduled to be conducted during work hours. Union members shall not leave their regular duties without receiving permission from their Foreperson or immediate supervisor, and such permission shall not be unreasonably withheld. Union members who are required to attend scheduled meetings with Management shall notify their immediate Supervisor at least 48 hours prior to the absence.

9.03 It is clearly understood that Stewards and other Union officials shall not absent themselves from their regular duties unreasonably in order to deal with the grievances of employees or with other Union business and that in accordance with this understanding, the Corporation shall not make any pay deduction from such employee for the time spent in handling grievances and attending meetings of grievances and other committees and that this

does not apply to the time spent on such matters outside regular working hours.

- 9.04 Requests for CUPE employee information including but not limited to employment status, hours of work and other employment related information shall be requested through the Human Resources Department.

**ARTICLE 10 – SENIORITY**

10.01 (a) When referring to length of service for 35 hour per week positions the following definition shall apply for all classifications:

- Four (4) months equals 607 regular hours
- Six (6) months equals 910 regular hours
- One (1) year and/or annual equals 1820 regular hours

(b) When referring to length of service for 40 hour per week positions the following definition shall apply for all classifications:

- Four (4) months equals 693 regular hours
- Six (6) months equals 1040 regular hours
- One (1) year and/or annual equals 2080-regular hours

(c) When referring to “regular hours” for regular full-time employees and regular part-time employees who work more than 24 regular hours per week, regular hours shall include paid statutory holiday hours, paid vacation hours, paid short term disability hours and hours used as time off in lieu of banked overtime.

(d) When referring to “regular hours” for regular part-time employees who work 24 hours per week or less and for casual and student employees, regular hours shall include all hours worked excluding overtime.

- (e) When referring to “regular basis” it shall be recognized as referring to four (4) weeks in any seven (7) week period.
- (f) All persons hired in accordance with Article 10.02 (a), (b) and (c) shall be on probation for a period of four (4) consecutive months. This time period may be expanded by mutual agreement between Management, the affected employee and the Union. Upon successful completion of the probationary period, the service date shall be the employee’s date of hire. The seniority date of any employee so affected will be recognized as the first day contributing union dues.

10.02 (a) A regular full-time employee is one who has been hired for an indefinite term of more than six (6) months to work the normal hours referred to in Article 14 herein, and who has successfully completed the probationary period referred to in Article 10.01.

(b) A regular part-time employee is one who has been hired for an indefinite term of more than six (6) months and who works 24 regular hours per week or less on a regular basis; and who has successfully completed the probationary period; and whose employment relationship is governed by the provisions of Article 2.01 herein; or who has qualified as such under the provisions of Article 10.02 (f), herein. No benefits coverage or entitlement is payable on behalf of regular part-time employees who work on a regular basis for 24 regular hours per week or less.

(c) Regular part-time employees who work more than 24 regular hours per week in accordance with 10.02 (b) shall receive vacation entitlements as provided for in Article 12, statutory holiday entitlement as provided for in Article 13 and the benefit plans coverage as provided for in Article 35, herein. In order to remain eligible for the benefits a regular part-time employee must work more than 24 hours per week on a regular basis.

(d) A probationary employee is one who has not yet completed the probation

period referred to in Article 10.01 (f).

- (e) A casual employee is one who has been hired for a specific term or task of less than six (6) months duration, it being understood that such an employee may be assigned to work full-time weekly hours or less than full-time weekly hours, or a combination of same.

A casual employee may be extended for a period longer than six (6) months but no longer than eight (8) months upon mutual agreement in the Parks Department and the Marina and Trailer Park Department. No requests shall be unreasonably denied.

The Employer agrees to notify the Union in writing at the time of hiring of the approximate duration of the casual employment and the specific task to be performed. No benefits coverage or entitlement is payable on behalf of casual employees. All casual employees employed by the Corporation shall be eligible to apply for internally posted positions provided they are actively employed at the time the notice is posted.

- (f) In the case where a casual employee has continuously worked in the same position for more than six (6) months, in a period of eight (8) consecutive months, the position shall be posted as a regular part-time or regular full-time position in accordance with Article 11.01 (a).
- (g) A casual employee who is successful in obtaining regular full-time or regular part-time employment immediately upon the conclusion of the casual position shall receive a vacation allowance in accordance with the terms of this agreement retroactive to the commencement of such period but will not be entitled to any paid holidays or benefit and disability income benefit plan coverage for absences which occur during that period. Such employee's participation in the OMERS pension plan shall commence from the point in time at which such employee becomes a regular full-time employee. Participation by regular part-time employees in OMERS shall be governed

by OMERS regulations for enrolment of other than continuous full-time employees (OTCFT). The service date of a casual employee retained past the period, as aforesaid, shall be date of hire. The seniority date shall be recognized as the first day contributing dues as a casual worker. Said seniority shall be pro-rated.

- (h) A student employee is one who regularly works 35 hours per week or more for the period April 15th and September 15th in all departments except the Marina where the period shall be April 15th to October 15th. No benefits coverage or entitlement is payable on behalf of student employees.
- (i) Seniority is defined as an employee's length of service within the bargaining unit. The waiting period of 59 days shall not be considered for seniority purposes.
- (j) Casual and student employees are excluded from accruing seniority, benefit and vacation entitlements. Statutory holiday entitlement shall be as per the Employment Standards Act.

10.03 In the event of a work shortage which causes the layoff of employees and for the purposes of recalling those to work who have been laid off, seniority shall govern. Employees shall be laid off in reverse order of seniority and shall be recalled by seniority with the understanding that the employee is fully able and qualified to perform the duties of the position as determined by Management.

It is understood that student and/or casual employees shall be the first to be laid off and the last to be recalled. For the purposes of layoff, regular part-time employees will have their seniority date calculated on the basis of 2,080 hours worked (in the Roads and Sewers Department, Water Pollution Control Plant, Parks and Recreation Department, and Building Maintenance Department) or one thousand eight hundred and twenty (1,820) hours worked (in the Municipal Clerks Office, Engineering, Building, Planning, and



Finance Departments) equals one year of seniority.

10.04 In case of layoff bumping is only permitted if the employee possesses all licenses and position requirements at the time of the bump.

10.05 Transfers and Seniority outside the Bargaining Unit

(a) No regular employee shall be transferred to a position outside the bargaining unit without his/her consent.

(b) If a regular employee is transferred to a position outside of the bargaining unit for a temporary assignment with a pre-determined return date he/she shall retain his/her seniority accumulated up to the date of leaving the Unit and shall continue to pay union dues calculated based on the rate of pay he/she is receiving while outside the bargaining unit.

(c) If a regular employee is transferred to a position outside of the bargaining unit he/she shall retain his/her seniority accumulated up to the date of the leaving the Unit, but will not accumulate any further seniority. If the employee returns to the bargaining unit the employee shall pay union dues retro-active to their transfer date to remain in good standing with the bargaining unit.

If a regular employee returns to the bargaining unit, he/she shall be placed in his/her previous job held. Such return shall not result in the layoff or bumping of an employee holding greater seniority.

10.06 The Employer shall maintain a seniority list showing the current classification and each regular employee's service date and seniority date. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in November of each year. Should there be a dispute arising out of the publication of the lists as aforesaid, such complaint must be made in accordance with the provisions of Article 5 herein. If no challenge is made to the lists as aforesaid within the time limits prescribed by Article 5 herein,

then the list as posted shall be deemed to be accurate and correct for all purposes from and after the date thereof. Where two (2) or more employees have the same seniority date, the order of seniority of such employees shall be determined by cutting cards, high card wins, aces are low. Should a part-time employee become a full-time, such employee's accumulated seniority within the full-time bargaining unit shall be determined by converting his/her part-time hours worked into days of service and adjusting his/her seniority date in accordance therewith. As between part-time employees, such seniority shall be determined on the basis of total hours worked.

- 10.07 In the event employment is temporarily interrupted, seniority shall cease on the last day of work and resume on the first day the employee returns to work. For the purpose of seniority only, this clause shall be read in keeping with the Human Rights Code of Ontario and employees who are disabled as defined by the Code shall continue to accumulate seniority when unable to work due to their disability.

#### **ARTICLE 11 – JOB POSTING**

- 11.01 (a) All vacant or newly created positions of a higher grade than student or casual shall be posted at a location accessible to all employees for a period of five (5) working days, during which time present employees will have an opportunity to apply for the position. The five (5) day posting period shall commence from the date of the last department posting the notice. The job posting will outline the general requirements of the posted job, shift hours and wage rate scale.
- (b) All job postings will be forwarded to the Recording Secretary, or President, in the Secretary's absence at least one (1) day prior to it being posted.
- 11.02 For the purposes of bargaining unit job competitions, the following factors shall be considered:

(a) seniority;

(b) skill, ability and qualifications of the employee to perform the job.

It is agreed that in circumstances where, as between two (2) or more employees the factors set forth in clause (b) above are relatively equal, then seniority as herein defined shall be the determining factor.

The Corporation's Hiring Practices – Anti Nepotism Policy shall take precedence when an applicant has a family member, including common law relationships, employed in the direct work area or department.

11.03 The successful applicant shall be allowed a trial period of up to 30 working days, during which time the Corporation will determine if the employee can satisfactorily perform the job and meets the qualifications. This time period may be expanded by mutual agreement between Management, the affected employee and the Union. This expanded period would also allow for specific job related training if such training is mutually agreed by Management, the affected employee and the Union. Within this period, the employee may voluntarily return, or be returned by the Corporation to the position formerly occupied without loss of seniority. The vacancy resulting from the posting may be filled on a temporary basis until the trial period is completed.

## **ARTICLE 12 – VACATIONS**

12.01 (a) Vacations with pay will be granted to regular employees by the Corporation in accordance with the following:

(a) After successful completion of the probationary period, newly hired employees shall be granted a one-time entitlement of eight (8) days. All days must be used prior to the employee's first (1<sup>st</sup>) anniversary date. Any unused days will be lost;

(b) After one (1) year of continuous service, two (2) weeks;

- (c) After three (3) years of continuous service, three (3) weeks;
- (d) After eight (8) years of continuous service, four (4) weeks;
- (e) After fifteen (15) years of continuous service, five (5) weeks;
- (f) After twenty-four (24) years of continuous service, six (6) weeks.

(g) After thirty (30) years of continuous service, one (1) additional day for each year of service over thirty (30) years

- (b) Vacation entitlement for regular part-time employees as outlined in Article 12.01 shall be prorated based on the total hours paid, excluding overtime, in the previous payroll year.
- (c) All changes to Article 12.01 (a) and (b) made through the negotiation process shall become effective on the employee's next anniversary date.
- (d) "Day/s" and "week/s" for vacation entitlements shall be calculated based on regular hours of work. Arena Attendants entitlement shall be based on a 40 hour week.

12.02 For the purpose of this clause only, continuous service shall be calculated as follows:

(a) Regular full-time employees – date of employment

(b) All other employees qualifying for benefits as set out in 10.02 (c) – date of entitlement.

12.03 The vacation pay will be the appropriate number of weeks as set out in Section 12.01 above, times the employee's current hourly earnings times the number of hours in the employee's regular work schedule not to exceed the maximum number of hours per week which the employee may be required to work before an overtime premium becomes payable or two percent (2%) per week of the employee's earnings during the twelve (12)

months preceding January 1st whichever is the greater. Effective January 1, 2012 calculation of the previous year's annual earnings shall be as defined in the Employment Standards Act, 2000 as amended and will be paid on the last regular pay of May.

- 12.04 The Corporation reserves the right to allocate vacation dates to employees throughout the Corporation and the number of weeks of vacation that may be taken consecutively. However, a list will be circulated among employees prior to February 15th on which they shall state and return their preference for vacation weeks by March 1st. If there is a conflict in requests in any vacation week preference will be given to the employee with the greatest amount of seniority. Vacation schedules will be finalized and posted in each department no later than March 15th. Once the final vacation schedule has been posted all requests for changed weeks and/or requests for individual vacation days shall be considered on a first come, first serve basis regardless of seniority. Requests for vacation in full weeks shall be approved before requests for individual days and shall be approved based on seniority.

Employees from the finance department may request to amend their vacation requests once tax due dates have been set in April each year.

- 12.05 No more than the following number of employees are allowed to be on vacation at the same time unless approved by the Manager:

(a) Roads and Sewers: providing, that in the opinion of the Manager of Public Works or designate, the remaining employees are qualified and available to carry out the work that has to be done:

- four (4) during the months of July and August
- three (3) during the months of May, October and November
- two (2) during the months of April, June and September

- one (1) during the months of December to March inclusive

(b) W.P.C.P Operators:

- Four (4) employees

(c) Parks:

- One (1) employee during the period starting Victoria Day weekend and ending Labour Day.

(d) Arenas (Memorial/Jack Heenan):

- One (1) Arena Operator only while ice is in the arenas from September 1st to March 15<sup>th</sup>.
- Two (2) Operators from March 15th to September 1st.

(e) CCC Arena Staff:

- One (1) Operator on each shift shall be on vacation at any given time.

(f) Finance:

- Zero (0) employees during the period starting three (3) days before and ending one (1) day after tax due dates.

Depending on present circumstances and at the discretion of the Manager, additional employees may be granted vacation during these periods. Granting of this would not set a precedent.

12.06 The vacation year shall be the employee's anniversary date and the employee may carry over a maximum of one (1) week to the following vacation year upon receiving permission, in advance, to do so from the Corporation.

12.07 If a paid holiday which is subject to the provisions of Section 13.01 of Article 13 occurs during an employee's vacation, it will not be counted as part of his/her vacation and the employee will receive an extra day's vacation or an extra half-day vacation with pay, whichever is applicable.

12.08 When in any vacation year an employee's service is terminated before he/she qualifies for his/her full year's vacation, the employee shall receive their vacation allowance for the time served during that vacation year on a pro rata basis.

12.09 Employees requesting vacation days after the approved schedule has been posted on March 15th, shall submit each request, in writing, to their Supervisor or designate a minimum of three (3) days prior to the date(s) requested. The Supervisor or designate shall advise the employee, in writing, within 24 hours of receipt of the request, whether their request is approved or denied.

It is understood that from time to time last minute requests for vacation do arise. The supervisor will make every attempt to grant last minute requests, on a first come first serve basis, provided that no burden is placed on the department to complete scheduled work assignments or interfere with other schedules.

12.10 Vacation credits shall not be earned during the following periods of absence:

(a) Long Term Disability (LTD)

(b) Personal leave of absence exceeding 10 consecutive days, excluding all statutory leaves provided under the Employment Standards Act and Pregnancy and Parental Leave (Article 29)

(c) Personal leave of absence exceeding 10 consecutive days excluding all statutory leaves provided under the Employment

Standards Act for a period of three (3) months and further extension upon approval from the CAO

In the vacation year immediately following the employee's return to work from such absences the employee's vacation entitlement shall be reduced to reflect the absence. The employee will not accumulate continuous service or seniority during either of these absences.

12.11 Where an employee's scheduled vacation is interrupted due to serious illness, which either commenced prior to or during the scheduled vacation period, the period of such illness shall be considered sick leave.

Serious illness is defined as an illness which requires the employee to receive on-going medical care and/or treatments resulting in either hospitalization or the employee being confined to their residence for bed rest after hospitalization.

12.12 (a) The Employer reserves the right to provide new employees a vacation entitlement that is outside the vacation entitlement schedule – 12.01 (a) up to three (3) weeks based on the employees knowledge, skills and experience.

(b) Vacation entitlements that are outside the vacation entitlement schedule do not constitute recognition of service; therefore eligible employees must accumulate the required years of service to be eligible for progression through the vacation schedule.

(c) Vacation entitlements under 12.12 (a) will be effective upon the successful completion of the required probationary period.

(d) The Employer will notify the Union President or the Recording Secretary in the absence of the Union President, when an additional vacation entitlement has been provided to a new employee.



**ARTICLE 13 – STATUTORY HOLIDAYS**

13.01 (a) Outside Workers Only - The Corporation will recognize the following holidays for outside workers and all CCC inside workers:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day*
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday (James Cockburn Day)	

*\* Remembrance Day shall be recognized as a float day for all bargaining unit employees with the exception of the employees in the Arenas Department*

The last half of the shift immediately preceding New Year's Day and Christmas Day. The last half of the shift shall mean the last four (4) hours of the shift.

(b) Inside Workers Only - The Corporation will recognize the following holidays for inside workers:

New Year's Day	Civic Holiday (James Cockburn Day)
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday (float day)	Remembrance Day (float day)
Victoria Day	Christmas Day
Canada Day	Boxing Day

At the discretion of the Manager statutory holidays for inside workers working in the Roads and Sewers and WPCP departments will be altered to coincide with outside worker statutory holidays as listed in Article 13.01 (a).

- (c) Float days are allocated annually each calendar year. Remembrance Day for outside workers and Easter Monday and Remembrance Day for inside workers may be taken anytime between January 1st and December 31st of that year.

Float days must be booked off in accordance with the Collective Agreement provisions for vacation days as set out in Article 12.04. Requests for float days made after the posting of the vacation schedule on March 15th shall be treated in the same manner as late vacation requests. Once the final vacation schedule has been posted all additional requests for floating stats shall be considered on a first come, first serve basis regardless of seniority.

Any employee who is scheduled to be off on a float day as shown on the vacation schedule posted on March 15th and who is called in to work by the Supervisor on said dates shall be paid at two (2) times their regular hourly rate.

Any employee who is scheduled to be off on a float day as shown on the vacation schedule posted March 15th, reports as absent due to illness the day proceeding and/or on the float day, said float day will then be considered to have been taken as a statutory holiday, not a sick day.

- (d) The Corporation will recognize any other day proclaimed by the federal, provincial, or municipal government.
- (e) All banked statutory holidays will be used prior to December 31st of the same year. With the permission of the Manager, any statutory holiday not used by December 31st may be carried forward to the following year and become part of the employee's vacation credits.

- 13.02 The Employer agrees that regular part-time are to receive the same paid holidays as full-time, but pay for the day is to be pro-rated as per the E.S.A. – total earnings in the four (4) week period immediately preceding the holiday, divided by 20, times the hourly rate.
- 13.03 For the purposes of Sections 13.01 (a) and 13.01 (b) when one of the above-listed holidays (not including the half-days) falls on a Saturday, the preceding Friday will be observed as the holiday and, when it falls on a Sunday, the following Monday will be observed as the holiday, except in cases of emergency when employees may be called to work at the prevailing overtime rates. This is subject to any government declaration regarding when a particular holiday will be observed. The half-day holiday preceding Christmas Day and New Year's Day provided for in Section 13.01 (a) will be observed on the last half shift that would otherwise have been worked before the day observed as a holiday.
- 13.04 For the purposes of Sections 13.01 (a) and 13.01 (b) where, by civic proclamation, some other day is set aside to be observed instead of any of the above holidays, the Corporation may consider such other day as the holiday.
- 13.05 An employee is eligible for the above payment provided both of the following conditions are met:
- (a) The employee is classified as a regular employee;
  - (b) The employee works his/her regular authorized shift upon the working day next preceding such holiday, or half the authorized regularly scheduled number of hours he/she would otherwise have worked for a full shift on the same working day in the case of a half-day holiday, and also his/her regular authorized shift upon the first working day succeeding such holiday. This condition shall not prevent payment of holiday pay to an employee who has worked for

the Corporation at any time within 14 calendar days prior to the holiday and who is absent either or both such work days due to verified personal illness.

13.06 Part-time, casual and student employees who work on public holidays as defined by the Employment Standards Act including Civic Holiday (James Cockburn Day) shall receive time and one-half (1 ½) for all hours worked.

(a) The Employer agrees that casual and student employees are to receive holiday pay for public holidays as defined by the Employment Standards Act, including Civic Holiday (James Cockburn Day) but pay for the day is to be pro-rated as per the E.S.A.

#### **ARTICLE 14 – HOURS OF WORK**

14.01 (a) Following are the normal working hours for all employees of the Roads and Sewers Department:

(a) The period from Monday closest to April 1 to the first Friday in November: 6:30 am to 5:00 pm Monday to Thursday with a lunch break of one-half (½) hour for a total of 40 hours per week. It is understood that the overtime premium will not apply until the daily 10 hours have been worked. During this period the hours of work for the scheduled “on-call” employee shall be 7:00 a.m. to 4:30 p.m. Monday to Thursday with a lunch break of one-half (½) hour; and 7:00 a.m. to 11:00 a.m. Friday for a total of 40 hours per week. It is understood that the overtime premium will not apply until the daily nine (9) hours have been worked.

(b) The period excluding that referred to in 14.01 (a): 7:00 a.m. to 4:00 p.m. Monday to Thursday with a lunch break of one-half (½) hour and 7:00 am to 1:00 pm on Friday with two (2) fifteen (15) minute meal breaks for a total of 40 hours per week.

- (b) For casual and student employees it is understood that nothing herein shall constitute a guarantee of the hours of work per day or week.
- (c) This schedule may be expanded if the need arises to include a shift from 12:00 midnight to 8:00 am. Before such a shift is scheduled, representatives of Management and the Union will meet to discuss implementation.
- (d) Engineering Technicians
  - (a) The Period from Monday closest to April 1 to the first Friday in November: 7:00am to 4:30pm Monday to Thursday with a lunch break of one half hour (½) and Friday 7:00am to 11am for a total of 40 hours per week.
  - (b) The Period excluding that referred to in 14.01 (d): 7:00am to 4:00pm Monday to Thursday with a lunch break of one half hour (½) and Friday from 7:00am to 1:00pm with two 15 minute meal breaks for a total of 40 hours per week.

(e) Excess Hours

In accordance with the Employment Standards Act, 2000 (ESA), the Union gives consent for full-time employees to exceed the regular hours of work per day and/or per week, subject to the maximum total as provided for under the Highway Traffic Act, and subject to the overtime provisions contained in Article 17 - Overtime of the Collective Agreement.

Notwithstanding the ESA, the above will remain in effect only for the term of the current Collective Agreement.

The parties agree that compliance with the ESA rules relating to hours free from work and eating periods shall be maintained.

Notwithstanding the above, employees operating with Certified Vehicle Operators Registration (CVOR) shall be governed in accordance with the

Highway Traffic Act. The Corporation will not schedule more than the maximum allowable hours and each employee has an obligation to adhere to the maximum hour limits permissible under legislation.

For the purpose of overtime calculation, the current provisions of the core language regarding maximum hours or any prevailing MOU on hours of work/overtime and working conditions (outside employees) shall apply.

Furthermore, the Union agrees to sign any Municipal application to the Ministry of Labour for hours of work up to 75 hours per week.

(f) Public Works Inspector

The Public Works Inspector shall work on a flex hours basis Monday to Friday, 52 weeks per year to a maximum of 2080 regular hours annually. Flex hours shall be approved in advance by the Supervisor in consultation with the Inspector. Payment of wages shall be fixed at 80 regular hours bi-weekly, 26 pays per year. Any hours remaining in the flex bank shall be paid as set out in Article 17.01 (g).

14.02 (a) Following are the normal working hours for all employees of the Water Pollution Control Plants:

(a) The period from the Monday Closest to April 1 to the First Friday in November: 7:00 a.m. to 4:30 p.m. Monday to Thursday with a lunch break of one-half ( $\frac{1}{2}$ ) hour; and 7:00 a.m. to 11:00 a.m. Friday for a total of forty (40) hours per week. It is understood that the overtime premium will not apply until the daily nine (9) hours have been worked.

(b) The Period Excluding that Referred to in 14.02 (a) (a): 7:00 a.m. to 3:30 p.m. Monday to Friday with a lunch break of one-half ( $\frac{1}{2}$ ) hour for a total of 40 hours per week.

(c) The weekend shift starts at 7:00 am unless agreed upon by the parties. Any request to modify the weekend shift shall be provided in writing to Management prior to Thursday at 12:00 noon in order to meet weekend operational requirements.

(d) Due to job requirements there may be times when working hours for the Environmental Technician may be adjusted by mutual consent between the Manager and the employee.

(b) No employee shall be required to take time off from their regular shift in lieu of other days worked.

(c) Except in cases of emergency, unless notified 24 hours in advance of a shift change, an employee will be paid at time and one-half (1 ½) for the first four (4) hours worked on the changed shift.

(d) For casual and student employees it is understood that nothing herein shall constitute a guarantee of the hours of work per day or week.

14.03 Following are the normal working hours for all Victoria Hall Employees and GIS Coordinator (This excludes Building Maintenance Staff whose hours are outlined in 14.06)

(a) Monday through Friday inclusive, 35 hours per week, seven (7) hours per day, including a one (1) hour unpaid lunch break between the hours of 11:00 am and 2:00 pm. Schedule shall be 8:30 – 4:30 pm.

(a) Exceptions, for extenuating circumstances, to 14.03 (a) shall be at the discretion of the Department Manager.

(b) Subject to the operational requirements of the department an employee may be permitted to work summer hours. On an employee by employee basis summer hours will be administered as follows:

(a) Work a maximum extra half (½) hour per day during the approved lunch break.

(a) Exceptions, for extenuating circumstances, to 14.03(b) (a) shall be at the discretion of the Department Manager.

(b) Employees shall use;

(a) Not less than 3 banked summer hours after their regularly scheduled lunch or;

(b) Banked summer hours for full or consecutive days off.

(c) Requests shall be submitted on the "Request for Summer Hours Form" to the Department Manager for approval on a first come first served basis.

(d) Requests that are submitted simultaneously shall be subject to approval based on seniority.

(e) Requests to use banked summer hours shall be made after April 15th.

(f) Banked summer hours will be administered through payroll. The number of banked summer hours accumulated during the current pay period will be shown on the employees deposit verification.

Managers shall meet with staff and forward their departmental request to their Director on or before April 1st. The Director will review and advise Managers of his/her decision and staff will be notified no later than April 15th.

Summer hours for regular full-time employees will commence on Victoria Day and continue until Thanksgiving Day. Dependent on sufficient staffing levels and approval of the Supervisor, employees with sufficient hours worked will leave a minimum of three (3) hours early in an afternoon or take a full day off. If staffing levels do not allow for an employee to be off on their scheduled afternoon or day(s) off, by mutual agreement between the



Supervisor and the employee, alternate arrangements will be made. Any summer hours not taken by November 15th will be lost and a payment of unused banked summer hours shall not be made. Employees are encouraged to use their banked summer hours before the first week in November since it is not guaranteed that all requests in will be granted.

Time off must not be greater than the accumulated extra time worked (e.g. if during the two (2) week period, an employee has a sick day, paid holiday or a vacation day then the time would be reduced by one-half ( $\frac{1}{2}$ ) hour for each day absent).

- (c) For casual and student employees it is understood that nothing herein shall constitute a guarantee of the hours of work per day or week.

14.04 Following are the normal working hours for all Office Workers Working in Departments Outside of Victoria Hall (except Community Development Department):

- (a) Monday through Friday inclusive, 35 hours per week, seven (7) hours per day, including a one (1) hour unpaid lunch break between the hours of 11:00 am and 2:00 pm. Schedule shall be as determined by the Supervisor between 7:00 am and 5:00 pm.
- (b) Summer hours may be altered to coincide with the schedule observed in that department. Employees work an extra one-half ( $\frac{1}{2}$ ) hour per day and leave every other Friday five (5) hours early. This is dependent on sufficient staffing levels and approval of the Supervisor. If staffing levels do not allow for an employee to be off on their scheduled Friday, by mutual agreement between the Supervisor and the employee, alternate arrangements may be made. Time off must be no greater than the accumulated extra time worked (eg. if during the two (2) week period, an employee has a sick day, paid holiday or a vacation day then the time off would be reduced by one-half ( $\frac{1}{2}$ ) hour for each day absent.

- (c) For casual and student employees it is understood that nothing herein shall constitute a guarantee of the hours of work per day or week.

14.05 Following are the normal working hours for all employees of Community Development Department:

- (a) During the period commencing the day after Thanksgiving Day through to the start of the Victoria Day weekend hours of work will be 9:00 am to 5:00 pm, Monday through Friday inclusive, 35 hours per week, seven (7) hours per day, including a one (1) hour unpaid lunch break between the hours of 11:00 am and 2:00 pm.
- (b) During the period commencing Saturday on the Victoria Day weekend through to Thanksgiving Day inclusive, schedules will be altered to accommodate the tourist season as follows: Regular hours of work will be 9:00 am to 5:00 pm, Monday through Saturday or Monday through Sunday, 35 hours per week, seven (7) hours per day, five (5) days per week, including a one (1) hour unpaid lunch break between the hours of 11:00 am and 2:00 pm.
- (c) The Manager will provide one (1) weeks' notice of any change of shift.
- (d) Summer hours for regular full-time employees will commence two (2) weeks prior to Victoria Day and continue until Thanksgiving Day. Employees work an extra one-half ( $\frac{1}{2}$ ) hour per day. At the discretion of the Manager this one-half ( $\frac{1}{2}$ ) hour will be worked either prior to the start of their shift, during their lunch period, or at the end of their shift. Dependent on sufficient staffing levels and approval of the Supervisor employees with sufficient hours worked will leave every other Friday five (5) hours early. If staffing levels do not allow for an employee to be off on their scheduled Friday, by mutual agreement between the Supervisor and the employee, alternate arrangements will be made. Time off must be no greater than the accumulated extra time worked (e.g. if during the two (2) week period, an

employee has a sick day, paid holiday or a vacation day then the time off would be reduced by one-half ( $\frac{1}{2}$ ) hour for each day absent).

- (e) For casual and student employees it is understood that nothing herein shall constitute a guarantee of the hours of work per day or week.
- (f) When necessary casual and student employees may be hired to work trade shows and festivals in place of, or in addition to, full-time employees.

14.06 Following are the normal working hours for all Victoria Hall Maintenance Staff Employees:

- (a) Day Shift 7:00 a.m. to 4:00p.m. or 8:00 a.m. to 5:00 p.m. as determined by the Supervisor (with a one (1) hour unpaid lunch break) Monday through Friday inclusive, 40 hours per week, eight (8) hours per day. Lunch hours shall be staggered.
- (b) Afternoon Shift 3:30 p.m. to 11:30 p.m. (with a one-half ( $\frac{1}{2}$ ) hour paid meal break taken on the premises) Monday through Friday inclusive, 40 hours per week, eight (8) hours per day.
- (c) Beginning the first Monday in May and ending the first Monday in October the "Afternoon shift" will be replaced with an early morning shift from 6:00 am to 2:00 pm with a one-half ( $\frac{1}{2}$ ) hour paid meal break taken on the premises Monday through Friday inclusive, 40 hours per week, eight (8) hours per day.
- (b) Summer hours for regular full-time employees will commence on Victoria Day and continue until Thanksgiving Day. Employees work an extra one-half ( $\frac{1}{2}$ ) hour per day. At the discretion of the Manager this one-half ( $\frac{1}{2}$ ) hour will be worked either prior to the start of their shift, during their lunch period, or at the end of their shift. Dependent on sufficient staffing levels and approval of the Supervisor employees with sufficient hours worked will leave every other Friday five (5) hours early. If staffing levels do not allow

for an employee to be off on their scheduled Friday, by mutual agreement between the Supervisor and the employee, alternate arrangements will be made. Time off must be no greater than the accumulated extra time worked (e.g. if during the two (2) week period, an employee has a sick day, paid holiday or a vacation day then the time off would be reduced by one-half (½) hour for each day absent).

- (c) For casual and student employees it is understood that nothing herein shall constitute a guarantee of the hours of work per day or week.

14.07 Following are the normal working hours for all employees of the Parks Department:

- (a) The normal standard work week shall average 40 hours.
- (b) The normal working hours shall be four (4) nine (9) hour shifts and one (1) four (4) hour shift in accordance with operational requirements.
- (c) The normal shift will provide for eight (8) days off in a four (4) week period, with a schedule to be developed and mutually agreed upon between Supervisor and staff.
- (d) For casual and student employees, it is understood that nothing herein shall constitute a guarantee of the hours of work per day or week.

14.08 Following are the normal working hours for all employees of the Arenas:

- (a) Memorial: The normal standard work day for the attendants shall be twelve (12) hours Fri. Sat. Sun. Mon. Tues. and 10 hours Wed. Thurs. The normal standard of 80 hours work in a two (2) week pay period for both the CCC and Memorial Arena's shall be set forth in "A" attached hereto.

- (a) Requests to change individual shift start and end times, based on operational requirements, may be made upon mutual agreement between the Facilities Manager and the employee.
  - (b) The two (2) week period shall coincide with the current pay period. It is understood that the overtime premium will not apply until the daily 10 and 12 hours have been worked.
  - (c) It is understood and agreed that weekly hours are to be averaged over the existing two (2) week pay period before liability for weekly overtime is applicable and that the Union agrees to save harmless and indemnify the Corporation against any or all claims for weekly overtime which may be made by reason of the adoption of the shift schedule.
  - (d) It is understood that Life Insurance, LTD, and vacation entitlement shall be based on a 40 hour work week.
- (b) Hours of work for the “float” shift shall be 40 hours a week. Hours shall be Monday through Sunday 8:00am-4:00pm. Requests to change individual shift start and end times, based on operational requirements, may be made upon mutual agreement between the Facilities Manager and the employee.
- (a) The normal shift will provide for eight (8) days off in a four (4) week period, with a schedule to be developed and mutually agreed upon between Supervisor and staff.
  - (b) It is mutually understood that hours can be flexed based on programs or events.
- (c) For casual and student employees it is understood that nothing herein shall constitute a guarantee of the hours of work per day or

week.

14.09 Following are the normal working hours for all Arena Attendants at the Cobourg Community Centre:

- (a) The normal standard work day shall be 12 hours and the normal standard work week shall average 42 hours over a two (2) week period. The two (2) week period shall coincide with the current pay period.
- (b) The normal shift schedule for the period upon start-up of both ice surfaces to the point at which one of the two (2) ice surfaces is no longer available for rental, shall be 4:00 pm to 4:00 am and 6:00 am to 6:00 pm. Requests to change individual shift start and end times, based on operational requirements, may be made upon mutual agreement between the Facilities Manager and the employee. It is understood and agreed that weekly hours are to be averaged over the existing two (2) week pay period before liability for weekly overtime is applicable and that the Union agrees to save harmless and indemnify the Corporation against any or all claims for weekly overtime which may be made by reason of the adoption of the shift schedule.
- (c) During the period between when the ice is no longer available for rental in one of the two (2) ice surfaces to the point of start up for both ice surfaces at the Cobourg Community Centre shall be based on operational requirements for an average of 42 hours per week over a two (2) week period. The two (2) week period shall coincide with the current pay period. It is understood that the overtime premium will not apply until the daily 12 hours have been worked.
- (d) It is understood that Life Insurance, LTD, and vacation entitlement shall be based on a 40 hour work week.

- (e) For casual and student employees it is understood that nothing herein shall constitute a guarantee of the hours of work per day or week.
- (f) Hours of work for the "float" shift shall be 40 hours a week. Hours shall be scheduled Monday through Sunday from 8:00 am to 4:30 pm with a scheduled unpaid one half ( $\frac{1}{2}$ ) hour for lunch. Requests to change individual shift start and end times, based on operational requirements, may be made upon mutual agreement between the Facilities Manager and the employee.

14.10 Following are the normal working hours for all Reception staff at the Cobourg Community Centre:

- (a) The normal standard work day shall be 10 hours and the normal standard work week shall average 35 hours over a two (2) week period. The two (2) week period shall coincide with the current pay period.
- (b) The normal shift schedule shall be 10:00 am to 8:00 pm. Requests to change individual shift start and end times, based on operational requirements, may be made upon mutual agreement between the Facilities Manager and the employee. It is understood and agreed that weekly hours are to be averaged over the existing two (2) week pay period before liability for weekly overtime is applicable and that the Union agrees to save harmless and indemnify the Corporation against any or all claims for weekly overtime which may be made by reason of the adoption of the shift schedule.
- (c) It is understood that the overtime premium will not apply until the daily 10 hours have been worked.
- (d) For casual and student employees it is understood that nothing herein shall constitute a guarantee of the hours of work per day or

week.

- 14.11 It is recognized that attendance at training courses may not follow normal scheduled hours. However, each day of training will be considered as one regular shift.

**ARTICLE 15 – STANDBY HOURS**

- 15.01 It is agreed that, due to the nature of the Employer's business, provision should be made for emergency service. Emergency service means any work which is normally performed by hourly-rated employees.
- 15.02 (a) For the Roads and Sewers Department, two (2) employees shall be on standby from 7:00 a.m. Saturday to 7:00 a.m. Monday and on statutory holidays from December 1st to March 31st, if required by the Corporation. At other times of the year and on statutory holidays outside this period, one (1) employee shall be on standby, if required by the Corporation. Where two (2) employees are on standby, both employees will be called-in on each call.
- (b) One (1) employee shall be on weekly standby for off-shifts hours from the completion of the regular shift on Thursday to the following Thursday at 7:00 am.
- (c) (a) General Utility Workers in the Roads and Sewers Department are limited to "giving" away only one (1) stand-by period per employee between April 1, and November 30th each year. Such stand-by shall be given away in order to ensure appropriate coverage requirements.
- (b) Any giveaway of a stand-by assignment must receive prior approval by the Supervisor.
- (c) One (1) stand-by period equals seven (7) days.
- (d) Giveaways must be provided in one (1) day increments at a time, or the entire seven (7) day period.



15.03 (a) For the Water Pollution Control Department, there shall be one (1) operator on standby from 3:30 p.m. Thursday until 7:00 a.m. the following Thursday during the winter working schedule as outlined in Article 14.02 (a)( b). There shall be one (1) operator on standby from 4:30 p.m. Thursday until 7:00 a.m. the following Thursday during the summer working schedule as outlined in Article 14.02 (a) (a). When a statutory holiday falls on a Thursday, the stand-by shift will commence at 7:00 am.

(b) In addition, the employee on standby will be available to work an overtime shift of three (3) hours minimum per day on Saturday, Sunday and statutory holidays as required.

(c) When an operator on call does not hold a Class 4 license and a separate Overall Responsible Operator (ORO) is assigned, the ORO will also receive on call pay at the premium as set out in Schedule "B".

15.04 A rotating stand-by schedule shall be arranged for the Custodial staff and Supervisor of Public Buildings.

15.05 A stand-by schedule shall be established for the Victoria Hall Concert Hall for days when events are booked on weekends. The standby rotation shall be on an equal basis between the Concert Hall Facilitators and the House Manager. Said schedule shall be established in January for the current year and be reviewed on a quarterly basis. If the need arises, the schedule may be expanded to include events scheduled on week days.

15.06 Employees who are on weekend standby in accordance with the provisions of Articles 15.02, 15.03, 15.04 and 15.05 herein, shall be paid as follows:

Weekend

Two and one-half (2½) hours of straight time per day.

Weekly

One and one-half (1½) hours of straight time per day. If an employee on weekly standby is also scheduled for weekend standby, such payment shall be in addition to the payment for weekend standby time.

Statutory Holiday

Three and one-half (3½) hours of straight time (instead of 1½ hours) per day for any weekly standby day designated as a statutory holiday in Article 13.01.

Should an employee be unable to fulfil their scheduled standby assignment(s) due to WSIB or sick leave lasting for a continuous period greater than one (1) month, said employee will not be required to make up the missed standby at a later date.

15.07 The Corporation shall supply a cell phone for employees when they are on standby duty. It is the responsibility of each employee on standby to:

- (a) obtain the cell phone from the Employer before going on standby duty.
- (b) to check that the cell phone is operational.
- (c) to keep the cell phone within call distance and service range while on standby duty.

A standby employee must acknowledge and respond within five (5) minutes of the cell phone contact. If no response is acknowledged within this timeframe, the employee will be considered unavailable and the next employee will be called. The employee shall also lose his/her stand-by pay for that day.

Upon completion of standby duty the cell phone is to be returned immediately.

- 15.08 Employees, who are placed on standby duty on a rotating basis, are liable to accept standby assignments according to a schedule prepared by the Supervisor each October 15th for the following year. If possible, the Corporation shall notify affected employees one (1) month in advance of any revisions to the standby assignment schedule made by the Corporation. Should an employee so assigned to standby duty be unable to work by reason of illness on the day immediately prior to the standby assignment, the employee is deemed to be ineligible for the standby assignment. When an employee is absent due to bereavement leave, or other emergency, the employee will be deemed to be ineligible for the standby assignment unless he notifies his/her Supervisor 24 hours in advance that he will be available to complete his/her standby assignment. In the event an employee is not available for a standby assignment, he/she shall lose his/her standby pay and the Employer shall be entitled to ask other employees to accept the assignment. If an employee is missing in the standby list because they are on LTD, their missed stand-by should be rotated through the call list.
- (a) If there are employees on the standby list who have missed standby assignments, then the Employer may first make the assignment to any such employee for the equivalent number of hours missed at the normal standby rate.
- (b) If no one on the list has missed a standby assignment, then the Employer shall, beginning with the next person on the list, determine the first employee who is willing and available to accept the assignment who shall receive two (2) times the standby rate for the assignment. If no one is willing and available to take the standby assignment, the Employer shall be entitled to appoint an employee to undertake such duty. If the person so appointed has not missed any previous standby assignments in the previous 12 months, or having done so, has made up such missed assignments, he shall receive two (2) times the standby rate for such extra standby assignment. If the person so appointed has missed a previous standby

assignment and has not made up the same, he shall receive the normal standby rate.

- (c) Employees who have been placed on modified duties or modified hours by a physician may be deemed ineligible for standby and call in assignments during the period specified in the physician's letter or on the Corporation's Treatment Memorandum and Functional Abilities Report (TMFAR).

15.09 Employees who choose a period of vacation which includes an assigned standby period are required to find a replacement for such standby period and to advise the Supervisor of the name of such person two (2) weeks prior to the departure on vacation and to obtain the Supervisor's consent to such arrangement, which consent shall not be unreasonably withheld.

15.10 An employee may make arrangements with another employee to exchange assigned standby time as long as the employees affected advises the Employer of such arrangements and provided that such exchanges do not result in the Employer being obliged to pay double standby rates, subject to the arrangement being approved by the employee's Supervisor. If mutually agreeable between two (2) employees and approved by the Manager, employees may exchange standby in either single day, days, weeks or weekends. An employee shall only exchange their standby for another standby in the same season (exchange a winter standby for a winter standby).

An employee may exchange their standby for another standby in a different season for exceptional circumstances.

15.11 The Employer agrees not to assign employees to standby duty on consecutive weekends, subject only to the provisions of Articles 15.07 and 15.08 herein. Assignment to weekly standby duty shall be on a rotating basis, the selection being made in accordance with the process set forth in Articles 15.07, 15.08 and 15.09 herein.

**ARTICLE 16 – CALL OUT TIME**

- 16.01 (a) When an employee is called out for emergency service, he/she shall receive no less than three (3) hours pay at overtime rates except that more than one (1) call within three (3) hours of any such call shall be continuous.
- (b) In the case of employees who are in receipt of standby pay it is understood that there shall be no forfeiture of standby pay in the event, unless the employee missed a call.
- (c) Call out pay commences upon arrival at the workplace.
- 16.02 Employees on standby are liable for all calls during the period of standby.
- 16.03 An employee called out for emergency service shall, upon reporting for work, remain at work until assigned the task for which the call out was made and until the work is completed.
- 16.04 (a) When an employee has been on duty and/or driving for 11 hours with a one (1) hour break in one (1) day and has not had the opportunity to rest for the designated minimum period of eight (8) consecutive off duty hours, that employee will be bypassed for further call ins until the rest period has been completed. This article shall apply to snow operations only. The hours in this clause are subject to change as per Highway Traffic – O. Reg. 555/06.
- (b) During a lengthy or reoccurring snow storm it may become necessary for an on call General Utility Worker(s) to be sent home for a mandatory rest period after having reached the maximum driving and/or on duty hours.
- On call General Utility Worker(s) will not be recalled until the mandatory off duty rest period as outlined in O. Reg. 555/06, s.6(1), s.6(2), s.6(3) of the Highway Traffic Act has been completed. This Article may require amendment from time to time to comply with any legislated changes to O. Reg. 555/06, s.6.(1), s.6(2), s.6(3) of the Highway Traffic Act.
- (c) When an employee is within three (3) hours or less of reaching his/her

maximum on duty / driving time (13 hours driving/14 hours on duty) and receives another call out after being sent home prior to the call coming in the employee can return for the call out if the call out will be less than the three (3) hour minimum call out. In situations where the work is projected to be longer than the three (3) hour minimum call, the employee will not be called in until he/she has completed the mandatory rest period as outlined in O. Reg. 555/06, s.6(1), s.6(2), s.6(3) of the Highway Traffic Act.

- (d) Should the employee reach his/her maximum excess hours as described in Article 14.01 (e) during a call out the employee shall be replaced by the next available employee as per Article 15.
  - (e) Relief General Utility Workers will be called from the on call list to fill in during these rest periods. The relief workers will be replaced by the regular on call General Utility Worker(s) upon completion of their rest period.
- 16.05 Call ins shall be in accordance with the provisions set out in Article 15.
- 16.06 (a) When responding to a call-in an employee must report within 30 minutes of acknowledging the call.
- (b) Active employees whose place of residence on January 19, 2009 would make a 30 minute response impossible, are exempt as long as they reside at said residence.
- 16.07 In the event an employee has been assigned a task to complete which may result in working two (2) hours or less past the end of his/her shift, it is understood that the employee will complete the task assigned and be paid at the premium rate for the hours worked after the end of the regular shift. This type of assignment will not be considered a call-in and does not require on call personnel to be called. No remuneration will be paid to on call personnel in lieu of a call-in.
- 16.08 It is understood and agreed that an employee who is absent from work due

to vacation or using banked overtime is not obliged to accept a call in but may volunteer to do so if he/she wishes.

**ARTICLE 17 – OVERTIME**

In this article, the term “in excess of” shall mean that the hours referred to must be worked before overtime rates apply.

**17.01 Roads and Sewers Department:**

- (a) All hours worked in excess of the normal daily hours as shown in Article 14, Section 14.01 (a) and (b), Monday through Friday, shall be paid at one and one-half (1 ½) times the employee's regular hourly rate of pay. In addition, any hours worked in excess of fourteen (14) consecutive hours will be paid at the rate of two (2) times.
- (b) The first eight (8) consecutive hours worked on a Saturday shall be paid at one and one-half (1 ½) times the employee's regular hourly rate of pay. Time worked after the first eight (8) consecutive hours on a Saturday shall be paid at two (2) times the employee's regular hourly rate of pay.
- (c) All hours worked on Sundays and paid holidays, shall be paid at two (2) times the employee's regular hourly rate of pay.
- (d) During the time period from the completion of the regular shift on Thursday to the following Thursday at 7:00 a.m., if emergency or overtime work is required to be done, then the employee scheduled for weekly standby shall be the first to be called out or requested to perform such work. Should additional employees be required, then the employee as outlined on the employee's standby list shall be the first eligible employee or employees to be called out or requested to perform such work. When the Corporation deems it necessary, additional employees may be called out or requested to perform such work according to the next-in-line on the standby or call out list.

- (e) Any employee required to work 16 hours within a 24 hour period shall be allowed a leave of absence with pay for the next day except in the case of a shift changeover.
- (f) Overtime at the rate of time and one half (1 ½) shall be paid to part-time, casual and student employees for all hours worked:
  - (a) in excess of eight (8) hours per day when the hours worked are an extension of their regular shift.
  - (b) for extra shifts provided the employee has worked 40 regular hours in the seven (7) day period recognized as his/her regular work week.
- (g) All hours remaining in the Public Works Inspector's flex bank after 2080 regular hours have been paid, shall be paid at time and one-half the employee's regular hourly rate. At the discretion of the Manager, the Public Works Inspector is permitted to receive time off in lieu of payment. Said pay or lieu time must be reconciled by March 31st of the following year.
- (h) Any employee required by the Supervisor to stay a minimum of 15 minutes past regular working hours shall be paid a minimum of one-half (½) hour. Overtime beyond that point shall be calculated in quarter hour increments.

17.02 Water Pollution Control Plant Operators:

- (a) (a) Time and one-half (1 ½) for time worked in excess of scheduled daily hours as outlined in Article 14.02.
  - (b) During irregular hour work weeks as described in Article 14.02 (a) (d), time and one-half (1½) shall be paid for time worked in excess of the scheduled 40 hour work week or for work in excess of the scheduled daily hours if less than 24 hours' notice is provided to the employee.
- (b) All hours worked on Sundays and paid holidays, shall be paid at two (2)



times the employee's regular hourly rate of pay.

- (c) Any employee required to work 16 within a 24 hour period shall be allowed a leave of absence with pay for the next day except in the case of a shift changeover.
- (d) Overtime at the rate of time and one half (1 ½) shall be paid to part-time, casual and student employees for all hours worked:
  - (a) in excess of eight (8) hours per day when the hours worked are an extension of their regular shift.
  - (b) for extra shifts provided the employee has worked forty (40) regular hours in the seven (7) day period recognized as his/her regular work week.

17.03 Arena/CCC Employees:

- (a) Time and one-half (1 ½) for time worked in excess of scheduled daily hours in accordance with Article 14.08, 14.09, 14.10.
- (b) The first eight (8) hours worked on an employee's first and second off shift shall be paid at one and one-half (1 ½) times the employee's regular hourly rate of pay. All hours worked after the first eight (8) hours on the employee's first and second off shift shall be paid at two (2) times the employee's regular hourly rate of pay.
  - (a) In the event that the same employee has to work his/her first and second day off, than the second day will be paid at two (2) times regular rate of pay.
- (c) All hours worked on paid holidays shall be paid at two (2) times the employee's regular hourly rate of pay. It is the option of the employee to take two (2) days' vacation in lieu of payment.

- (d) Any employee required to work 16 within a 24 hour period shall be allowed a leave of absence with pay for the next day except in the case of a shift changeover.
- (e) Overtime at the rate of time and one half (1 ½) shall be paid to part-time, casual and student employees for all hours worked:
  - (a) in excess of eight (8) hours per day when the hours worked are an extension of their regular shift.
  - (b) for extra shifts provided the employee has worked 40 regular hours in the seven (7) day period recognized as his/her regular work week.

17.04 Parks Employees:

- (a) Time and one-half (1 ½) for time worked in excess of scheduled daily hours in accordance with Article 14.07.
- (b) The first eight (8) hours worked on an employee's first off shift shall be paid at one and one-half (1 ½) times the employee's regular hourly rate of pay. All hours worked after the first eight (8) hours on the employee's second off shift or Sunday shall be paid at two (2) times the employee's regular hourly rate of pay.
- (c) All hours worked on paid holidays shall be paid at two (2) times the employee's regular hourly rate of pay.
- (d) Any employee required to work 16 hours within a 24 hour period shall be allowed a leave of absence with pay for the next day except in the case of a shift changeover.
- (e) Overtime at the rate of time and one half (1 ½) shall be paid to part-time, casual and student employees for all hours worked:
  - (a) in excess of eight (8) hours per day when the hours worked are an

extension of their regular shift.

(b) for extra shifts provided the employee has worked 40 regular hours in the seven (7) day period recognized as his/her regular work week.

17.05 Office Employees:

(a) All hours worked in excess of the normal daily hours as shown in Article 14, Section 14.03 (a) and (b) when required by the employee's Supervisor, shall be paid at one and one-half (1 ½) times the employee's hourly rate providing the overtime exceeds 15 continuous minutes, except Sundays and holidays which will be at two (2) times.

(b) When office employees are scheduled to attend a meeting(s) as a continuation of their shift, overtime rates shall apply for the actual hours worked beyond their regular work day. When required to attend evening meetings the employee shall receive not less than two and one-half (2½) hours pay at overtime rates.

(c) Overtime at the rate of time and one half (1 ½) shall be paid to part-time, casual and student employees for all hours worked:

(a) in excess of seven (7) hours per day when the hours worked are an extension of their regular shift.

(b) for extra shifts provided the employee has worked 35 regular hours in the seven (7) day period recognized as his/her regular work week.

17.06 Victoria Hall Maintenance Staff Employees:

(a) All hours worked in excess of the normal daily hours as shown in Article 14, Section 14.03 (a) and (b) when required by the employee's Supervisor, shall be paid at one and one-half (1 ½) times the employee's hourly rate providing the overtime exceeds 15 continuous minutes, except Sundays and holidays which will be at two (2) times.

(b) Overtime at the rate of time and one half (1 ½) shall be paid to part-time, casual and student employees for all hours worked:

(a) in excess of eight (8) hours per day when the hours worked are an extension of their regular shift.

(b) for extra shifts provided the employee has worked 40 regular hours in the seven (7) day period recognized as his/her regular work week.

17.07 Overtime Accumulation:

(a) Employees shall be permitted to accumulate overtime hours, at the appropriate overtime rate, up to a maximum of 200 hours.

(b) Employees may receive time off in lieu of payment to a maximum of 40 hours.

(c) An annual review of absenteeism in the previous calendar year shall be conducted by each Department Manager by January 20<sup>th</sup>. Employees may qualify to use an additional 40 hours as time off in lieu of overtime worked between November 15<sup>th</sup> of the previous year and November 14<sup>th</sup> of the current year provided the employee's sick time in the previous calendar year was less than 12 days.

(d) All requests for time off in lieu of pay for banked overtime are granted at the discretion of the Supervisor. The Supervisor will make every attempt to grant requests that do not place a burden on the department to complete scheduled work assignments or interfere with other schedules.

(e) Overtime hours will not be carried forward. All hours remaining in an employee's overtime bank on November 14<sup>th</sup> will be paid on the last regular pay of November.

17.08 Travel time shall not be considered overtime.

**ARTICLE 18 – SHIFT PREMIUM**

18.01 A bonus of one dollar (\$1.00) per hour will be paid for all hours worked on regular second shifts and all hours worked on regular third shifts. Regular second shifts will start at 1:00 p.m. or later. Shifts starting after 10:00 p.m. and before 6:00 a.m. will be recognized and paid as regular third shifts. Effective January 1, 2018 the shift premium rate will be subject to the negotiated annual wage rate percentage increases.

18.02 The Public Works Inspector position is excluded from this article.

**ARTICLE 19 – REST PERIODS**

19.01 Employees will be provided with one (1) paid rest period of ten (10) minutes duration in each half shift worked, to be taken as close as practicable to the mid-point of the half shift.

**ARTICLE 20 – MEAL ALLOWANCE**

20.01 (a) All employees required to work four (4) hours past normal stopping time, or when called out for emergency service for four (4) hours, shall be given as a meal allowance twelve dollars (\$12.00). The time limit for eating such meal shall be 30 minutes.

(b) Payment of meal allowance shall accumulate and be paid at the end of each quarter in March, June, September and December.

**ARTICLE 21 – TIME OF PAY**

21.01 Employees will be paid by direct bank deposit every two (2) weeks on Thursday, before noon except in circumstances beyond the control of the Corporation. Any pay falling due during an employee's vacation period shall be paid the employee prior to leaving on vacation providing at least one (1) pay period's notice is given before the normal pay day.

Upon reporting a payroll error to their Manager the employee shall receive

payment by cheque prior to end of their shift on Friday immediately after pay day.

**ARTICLE 22 – ATTENDING AUTHORIZED COURSES**

- 22.01 Employees attending authorized courses on their regular days off shall be paid at their straight time regular hourly rate of pay for the normal daily hours. The Corporation shall pay the cost of renewal of specialized certificates and licenses including renewals and upgrades, if approved by the Supervisor as being a requirement for the job. It is mandatory for all employees to participate in health and first aid courses offered by the Corporation during normal working hours of any employee so affected.
- 22.02 The Corporation shall pay to each employee a bonus of \$10.00 per diem to a maximum of \$50.00 upon the successful completion of a course where attendance is required during non-working hours and pertains to the employee's classification and for which the Department Head's approval has been received prior to enrolment. Travel time to an approved course on a regular work day or regular day off shall not be considered for compensation.
- 22.03 The Corporation will cover the cost of an employee's first attempt at any relevant and/or required examination/certification/qualification/testing for any professional association or institution and further that the employee be paid the amount of their regularly scheduled shift if approved by their Manager.

Payment shall be made as follows:

- (a) 50% upon registration for the course.
- (b) 50% upon successful completion of the course.

**ARTICLE 23 – HOURLY RATE, RATE RANGES AND CLASSIFICATIONS**

23.01 Regular part-time employees shall be paid in accordance with their classification and their movement on the grid shall be at six (6) month increments and be based on regular hours worked.

23.02 (a) W.P.C.P. Operator #4

(a) Effective July 1, 2002 all new W.P.C.P. Operators will hold a written Class 4 Waste Water Treatment License or must successfully complete a written Class 4 Waste Water Treatment Licence within five (5) years of becoming a W.P.C.P. Operator.

(b) Payment towards completion of the waste water treatment and wastewater collection exams will be reimbursed to the employee by the Employer as follows:

(a) 50% upon registration for the course.

(b) 50% upon successful completion of the course.

(b) The Corporation will maintain a training plan to ensure required training has been defined and implemented for employees to ensure safe operation of Roads & Sewers equipment.

(c) General Utility - In addition to such regular duties as may be assigned, an employee classified as general utility shall be able to operate and shall operate as required the following equipment on a regular basis:

Truck and accessories, tractors and accessories, loader, mechanical street sweeper, grader, backhoe and other equipment provided by the Corporation.

(d) The Corporation undertakes to provide backhoe and grader operation training to those employees classified as general utility who are capable of being trained and wish to be trained in the operation of the backhoe and

grader.

- (e) When a regular full-time parks employee performs work normally performed by a General Utility Worker, the parks employee will receive the rate of pay as a General Utility Worker. Training is to be provided and compensated at Roads and Sewers Department rate.
- (f) When additional staff is required for snow removal duties, parks employees shall be requested to perform such duties. Such requests will be made on a seniority basis. If no parks employees agree to the request and no casual staff are available, then parks employees may be assigned to the task in reverse order of seniority.
- (g) Lead Hand - Supervisors may, at their discretion, assign lead hand duties on a temporary basis (less than two (2) months). Shift premium shall be as set out in Schedule "B". Duties shall include short range planning for tasks involving site familiarity and work review including material type, quantity estimating and work scheduling. Authorization shall be as expressed by the Supervisor, but generally shall include determination of the detail and scope of work required to complete a task when general directions given are not specific or sufficient. Further responsibilities include detecting problems as they arise and determining what action is required to rectify them. In the event either the Roads and Sewers Manager or Foreperson are unable to assume their stand-by roll, the Lead Hand may, by mutual consent, fill in on a temporary basis provided it does not conflict with the Lead Hand's rotation on the departmental standby list. Remuneration shall be paid at the employee's normal stand by rate plus lead hand premium included as outlined in Article 15.06.
- (h) Temporary Working Foreperson - From time to time it may be required to assign a temporary Working Foreperson. Temporary being two (2) months to one (1) year. The premium shall be as set out in Schedule "B". Duties shall include short range planning for tasks involving site familiarity and



work review including material type, quantity estimating and work scheduling. Authorization shall be as expressed by Supervisor, but generally shall include determination of the detail and scope of work required to complete a task when general directions given are not specific or sufficient. Further responsibilities include detecting problems as they arise and determining what action is required to rectify them.

- (i) Working Foreperson - When a Working Foreperson is required on a permanent basis (longer than one (1) year), the position will be filled in accordance with Article 11. The rate of pay shall be as set out in Schedule "B".
- (j) Overall Responsible Operator (ORO) - The Manager of the Water Pollution Control Facilities will, in his/her absence, designate an Operator to serve as the "Overall Responsible Operator", during his/her absence. The scope of work shall include all process-related functions pertaining to the smooth operation of the Wastewater Treatment Plants and pumping stations, as well as scheduling, health and safety requirements and other responsibilities of the Manager as may be assigned from time to time. The ORO must be qualified as per MOE Regulation 129/04 and must be accessible to the Water Pollution Control Plant staff at all times to assist with operational problems or emergency situations. The premium shall be as set out in Schedule "B".

The ORO must acknowledge and respond within five (5) minutes of the cell phone contact. If no response is acknowledged within this timeframe, the employee will be considered unavailable and the next qualified employee will be called.

- (k) Students - The student rates referred to in Schedule "B" shall apply to student employees within the bargaining unit as set forth in Article 10.02 (h). Start rate shall apply first year student employees. Experienced rate shall apply to returning student employees with one (1) or more years of

experience with the Town of Cobourg.

- (l) Public Works Inspector -- As part of the duties of this position, the inspector must perform inspections of subdivisions under construction. Therefore, the inspector's hours of work shall conform closely to the construction site hours on a controlled flex hour basis.
- (m) The Employer and the Union recognize that vacant positions due to long term leaves of absence greater than six (6) months, such as maternity, parental leave LTD, may require "Temporary Full – Time" replacements.

The "Temporary Full-Time" position will:

- (a) Be filled only when a vacancy is created due a known absence greater than six (6) months such as a maternity, parental leave or LTD Leave for a period of up to one (1) year.
- (b) After all eligible staff have been used, the "temporary full-time" employee may be placed at the bottom of the rotating stand-by/call-out lists or shall respond to a request for after-hours work.
- (c) Be employed under the same terms as a casual worker in accordance with Article 10.02 (e) and (g) of the current Collective Agreement.
- (d) In order to ensure that the vacant position is filled with "ready to start" experienced worker(s) it is necessary that the hourly rate be equivalent to the vacant position rate as listed in Schedule B of the current Collective Agreement.

#### **ARTICLE 24 – CHANGED CLASSIFICATIONS**

- 24.01 (a) The Corporation agrees to prepare job descriptions for those positions falling within the bargaining unit. The Union shall have access to such job descriptions within five (5) working days of any job descriptions being

created or amended. No bargaining unit job description will be amended without prior notice of five (5) working days being given to the Union.

- (b) The Corporation will establish rates for all new or changed occupational classifications and will advise the Union in writing of all such new or changed classifications. Any complaint resulting from a change in job content in an occupational classification may be taken up under the grievance procedure as outlined in Section 5.01 and 5.02 of Article 5 herein.

24.02 Building Maintenance Worker designated by the Supervisor's will receive a 10% premium on his/her regular straight time hourly rate while undertaking the Supervisor's duties in his/her absence beyond a period of three (3) working days and, in this event, the premium will commence on the first day of the Supervisors absence.

**ARTICAL 25 – RETROACTIVITY**

25.01 Rates and salaries referred to in Schedule "B" attached and forming part of this agreement are effective as of the first pay period following the signing of this agreement by the parties hereto and are retroactive to August 1, 2020.

25.02 Retroactivity will be paid to those employees who are in the employ of and being paid by the Corporation on the date a memorandum of agreement was reached and to those employees who retired on pension or who were granted maternity leave as provided for in Article 29 of this collective agreement.

25.03 Retroactive pay will be applied to all hours paid from August 1, 2020 and all hours worked shall include hours granted as annual vacation and paid statutory holiday time. (Retroactive pay will be paid the second pay period following ratification of the Collective Agreement by both parties).

**ARTICLE 26 – LEAVES OF ABSENCE**

26.01 Upon request from the Union, the Corporation agrees to allow a leave of absence without pay or loss of seniority to members for Union functions, provided that the leave concerned does not exceed 10 days in any contract year.

The Union may request an additional leave of absence for CUPE Executive members without pay or loss of seniority to members for Union functions, provided that the leave concerned does not exceed five (5) days in any contract year and 30 days' notice is provided. The request is subject to Supervisor approval. No request shall be unreasonably denied.

26.02 The Corporation may grant a leave of absence to any employee for any reasonable request; such request shall be in writing two (2) weeks prior to the leave of absence, if possible. Any leave of absence granted by the Corporation shall be in writing.

26.03 Employees granted a leave of absence for maternity purposes or Union functions will continue to accumulate seniority. Employees granted a personal leave of absence (other than bereavement) shall neither accumulate nor lose seniority during such leave.

**ARTICLE 27 – COMPASSIONATE LEAVE**

**DEFINITIONS:**

“Current spouse” shall refer to an individual who, on their date of death, was legally married to and living with the employee; or, was a common law partner who has been living in a marriage relationship with the employee for at least one (1) year. Ex-spouses and ex-partners are excluded.

“Current “when used in reference to “in-laws” shall refer to in-laws of the employee’s “current spouse” only. Relatives of ex-spouses and ex-partners are excluded.

“Immediate family” shall refer to an employee's current immediate family including father, mother, children, sister, brother, and mother and/or father of the employee’s current spouse. Relatives of ex-spouses and ex-partners are excluded.

27.01 The Corporation agrees that it is proper to grant leave of absence to regular employees.

27.02 All regular full-time and eligible regular part-time employees (as referred to in Article 10.02 (c) who are on the active payroll and who have completed the probationary period will be eligible to the following:

- (a) When death occurs to the current spouse or child of a regular employee, the employee will be granted an appropriate leave of absence with pay at the normal rate of pay not exceeding seven (7) consecutive scheduled work days, one (1) of which is for attendance at the funeral.
- (b) When death occurs to a member of the current immediate family , excluding spouse and child, of a regular employee, the employee will be granted an appropriate leave of absence with pay at the normal rate of pay not exceeding five (5) consecutive scheduled work days, one (1) of which is for attendance at the funeral.
- (c) In the event that seven (7) days or five (5) days, as the case may be, are not sufficient time to allow the employee to attend the funeral, further leave may be granted, without pay, at the discretion of the respective Director in consultation with the Chief Administrative Officer.
- (d) When death occurs to a regular employee's grandparent or current brother-in-law or sister-in-law, daughter-in-law or son-in-law or any relative residing permanently with an employee will be granted an appropriate leave of absence with pay at the normal rate of pay not exceeding two (2) consecutive scheduled work days for attendance at the funeral.

- (e) The Corporation may require proof of relationships and date of funeral.
- (f) "Days off" are not to be altered to form part of the days mentioned herein.
- (g) With the approval of the Supervisor, when a regular employee acts as a pallbearer at a funeral that takes place on the employees scheduled work day, the employee may be granted a leave of absence at the normal rate of pay not exceeding one (1) day.
- (h) It is understood that in the event that the funeral is held at a different time from the internment, the member will be entitled to use one (1) of the days entitlement referred to in clause 27.02 (a) and (b) to attend the internment.

27.03 In the case of illness of a member of an employee's immediate family, where there is no one at the employee's home other than the employee who can provide for the needs of the ill person, the employee may with the approval of the Manager, be entitled to use a maximum of two (2) sick days per year to care for the ill family member.

#### **ARTICLE 28 – APPEARANCE IN COURT**

28.01 An employee who is summoned to and reports for jury duty or is subpoenaed as a Crown witness in a court of law will be paid his/her regular rate of pay for regular hours lost from work provided he/she endorses over to the Corporation the amount received from the Court for the service performed and further provided he/she reports for work on any days or half-days he/she is not required to serve or remain in the courtroom.

#### **ARTICLE 29 – PREGNANCY AND PARENTAL LEAVES**

Pregnancy and parental leave shall be provided as required in the EMPLOYMENT STANDARDS ACT as amended from time to time.

An employee who is entitled to take a pregnancy or parental leave cannot be terminated or laid off, disciplined or suspended because he/she is so

entitled, or has, in fact, applied for or taken such leave.

Seniority for all purposes continues to accrue during pregnancy and parental leaves and, following the leave, the employee must be reinstated to the same position if it still exists, or to a comparable position if it does not. On reinstatement, the employee must be paid at the rate paid when the leave commenced or, if it is higher, at the rate the employee would be earning if he or she had worked through the leave.

While an employee is on pregnancy or parental leave he/she may continue to participate in the benefit plans described in Articles 35, 36, and 38. The Corporation shall continue to make the Employer's contributions unless the employee gives the Employer written notice that he/she does not intend to pay his/her share.

29.01 Pregnancy Leave:

- (a) An employee is entitled to at least 17 weeks of unpaid leave of absence for pregnancy if she has been employed with the Corporation for at least 13 weeks preceding the estimated day of delivery. The leave may be commenced up to 17 weeks before the expected date of delivery.
- (b) An employee who is entitled to the leave is required to give her Employer two (2) weeks' notice in writing of the date the leave is to begin, together with a medical certificate estimating the date of the delivery. If the employee does not specify the date of the end of the pregnancy leave, it will be assumed that she wishes to take the maximum leave.
- (c) An employee who has given notice to begin a pregnancy leave may change the notice to an earlier date by giving at least two (2) weeks written notice before the earlier date. She may change to a later date by giving two (2) weeks' notice before the leave was to begin.
- (d) If pregnancy related complications force the employee to stop work before

she has arranged her pregnancy leave, she has two (2) weeks from that date to give the Employer written notice with a medical certificate confirming the circumstances and the expected or actual date of birth.

- (e) A pregnancy leave will normally end 17 weeks after it begins, but if the mother suffers a still-birth or miscarriage or if the child dies while the mother is still on her pregnancy leave, the pregnancy leave will end six (6) weeks after the date of the still-birth, miscarriage or birth or 17 weeks after the pregnancy leave commenced, whichever is later.
- (f) If the employee has been on her pregnancy leave for 17 weeks but the child has not yet been born, the pregnancy leave will end when the baby is born and the employee will be entitled to take a parental leave immediately after the birth.
- (g) If an employee on pregnancy leave wishes to change the date of her return to work to an earlier date, she must give her Employer four (4) weeks written notice of the date on which she intends to return.
- (h) If an employee wishes to change the date of return to a later date (but subject to the rules concerning the maximum length of leave), she must give the Employer four (4) weeks written notice before the date the leave was to end.

#### 29.02 Parental Leave

- (a) An employee who is a parent of a child and who has been employed with his/her Employer for at least 13 weeks is entitled to a 35 weeks unpaid parental leave following the birth of the child or the coming of the child into a parent's custody, care and control for the first time. Both parents will be eligible to take a parental leave, and each parent is eligible to take 35 weeks.
- (b) For a natural mother, parental leave commences when her pregnancy leave



ends or when the baby first comes into custody, care and control of a parent. For fathers and adoptive parents, parental leave must commence within 52 weeks after the birth or after the child first comes into the custody, care and control of a parent.

- (c) A "parent" includes a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with the parent of the child and who intends to treat the child as his/her own.
- (d) An employee who has given notice to begin a parental leave may change the notice to an earlier date by giving at least two (2) weeks' notice before the earlier date, or to a later date by giving two (2) weeks' notice before the leave was to begin. If the employee stops work because the child has arrived earlier than expected, the employee has two (2) weeks from that date to give the Employer written notice of his/her intent to take the parental leave.
- (e) If an employee on parental leave wishes to change the date of his/her return to work to an earlier date, he/she must give the Employer four (4) weeks written notice of the date on which he/she intends to return. If an employee wishes to change the date of return to work to a later date (but subject to the 35 week maximum length of leave), the employee must give the Employer four (4) weeks written notice before the date the leave was to end.

29.03 The Union agrees to forego Article 10.02 (g) for the purpose of hiring casual workers to temporarily fill the positions of employees on pregnancy and/or parental leave for the entire term of the leave as described in Article 29.01 and 29.02. If an employee is required, by a medical physician, to stop work prior to her anticipated delivery date due to illness, the length of the absence due to illness will be added to the casual worker's term without affecting Article 10.02 (g). The casual employee will progress through the pay grid at the same rate as a part-time employee.

**ARTICLE 30 – WORKING EQUIPMENT**

30.01 The Corporation will supply all necessary tools and equipment to carry out the duties of the Corporation and employees will be supplied with the following:

- (a) Work gloves of good quality;
- (b) Safety goggles;
- (c) Prescription safety glasses where required to interface with other protective equipment;
- (d) Adequate hearing protection to be issued to each employee and replaced when worn out or job type change;

It being understood that employees are obliged to wear such articles when required to do so.

30.02 The Corporation will maintain all working equipment that has to be used, so that it is in a safe operating condition. If an employee is aware that any working equipment, that is required to be used, is not in a safe operating condition then that employee is to report that fact to his/her immediate Supervisor.

**ARTICLE 31 - CLOTHING AND FOOTWEAR**

All regular full-time and eligible regular part-time employees (as referred to in Article 10.02 (c) who are on the active payroll and who have completed the probationary period will be eligible to receive the following clothing and footwear as outlined for their department.

Clothing and footwear supplied to employees must be worn while performing any duties, or during any shifts, specifically designed for their use.

31.01 Clothing

At the discretion of the Director, clothing supplied shall be as recommended in the standards and guidelines of the Ontario Health and Safety Act.

(a) Roads and Sewers Department:

(a) In even years The Corporation agrees to purchase up to a maximum of \$346.00

(b) In odd years the Corporation agrees to purchase up to a maximum of \$421.00

(b) Water Pollution Control Employees:

(a) In even years The Corporation agrees to purchase up to a maximum of \$346.00

(b) In odd years the Corporation agrees to purchase up to a maximum of \$421.00

(c) Parks Employees:

(a) In even years The Corporation agrees to purchase up to a maximum of \$421.00

(b) In odd years the Corporation agrees to purchase up to a maximum of \$346.00

(d) Arena Employees:

(a) The Corporation agrees to purchase up to a maximum of \$371.00

(e) Building Maintenance Worker:

(a) In the first year of employment and every third year The Corporation agrees to purchase up to a maximum of \$364.81

(b) For each year not referred to above the Corporation agrees to purchase up to a maximum of \$272.36

(f) Other Inside Workers:

(a) The Corporation agrees to purchase for each regular full-time and regular part-time Engineering Technician, Draftsman-Estimator and Building Inspector and Plans Examiner/Inspector

- One (1) heavy winter coat every two (2) years or as required
- One (1) windbreaker every two (2) years or as required

(b) The Corporation agrees to purchase for each regular full-time and regular part-time GIS Coordinator, Senior Planner, Planner, Planning Technician and Development Review Coordinator

- One (1) windbreaker every two (2) years or as required

(c) The Corporation will provide an appropriate uniform to the Concert Hall Facilitator, Operations to be worn when acting in the capacity of bar tender.

(d) The Corporation will provide \$100.00 per calendar year for the purchase of Town logo shirts for those employees who do not receive clothing allowance.

31.02 (a) Each employee is to be responsible for the maintenance of all clothing referred to in 31.01, i.e. laundering and keeping in wearable condition, unless other specified herein. The Employer agrees to launder orange coats and coveralls as required. Each employee will wear clothing provided to them by the Corporation during working hours.

(b) Where it is necessary for employees to work in wet weather, the Employer

will provide rain suits for such employees.

- (c) Employees receiving the items referred to in the forgoing articles which bear the Town Logo shall only wear such items to and from work and while on the job.
- (d) Instead of receiving the normal issue of clothing employees may choose to use 100% of the total cost of the normal clothing issue to spend at the their discretion on approved clothing.
- (e) The Corporation agrees to make clothing available to the Union for viewing and to ensure that employees are able to order the correct size of clothing.

### 31.03 Footwear

- (a) The Corporation will contribute 225 towards the cost of purchasing approved steel-toed and steel-soled safety boots for each regular full-time and regular part-time employee who is classified as an outside worker in Schedule "B" plus Engineering Technicians, Building Maintenance Workers and Building Inspector.
- (b) The Corporation will contribute \$130 towards the cost of purchasing approved steel-toed and steel-soled safety footwear for each of the following regular full-time and regular part-time employees, Plans Examiner/Inspector, Draftsman Estimator, Senior Planner, Planner, Planner/Development Review Coordinator, Planning Technician/Development Review Coordinator, GIS Coordinator, Concert Hall Facilitator – Operations, and any other regular inside worker who is designated by the Director as being required to wear safety footwear.
- (c) The Senior Cost Control Clerk shall purchase steel-toed and steel-soled safety work shoes when required as approved by the Director. The cost of said shoes shall be approved by the Director and reimbursed upon submission of receipt to a maximum of the Inside Worker annual allowance.

- (d) Where it is necessary for employees to work in wet weather, the Employer will provide rubber boots for such employees.
- (e) The Corporation will provide overshoes to regular full-time employees referred to in Article 31.03 (a) and (b) on an “as needed” basis.

31.04 The items referred to in Article 31 will be supplied by May 15th each year.

### **ARTICLE 32 – LABOUR MANAGEMENT COMMITTEE**

32.01 The parties recognize a joint Corporation and Union committee established for the purpose of discussing matters of mutual interest between them so as to assist in the improvement of employee and employer relations and the delivery of services to the Corporation.

32.01 The Committee, which is to be composed of mutually agreeable representatives from the Corporation and the Union, shall meet quarterly or at such other times as may be mutually agreed upon.

### **ARTICLE 33 – HEALTH AND SAFETY COMMITTEE**

The safety and protection of Town employees is a responsibility shared by both the Employer and employees. Therefore, Town officials and employees will adopt the Corporation’s Health and Safety philosophy and abide by its policies and procedures as set out in Article 33.01 while performing their duties as a Town of Cobourg staff member.

33.01 It is acknowledged the parties have entered into an agreement dated February 20, 1996 on health and safety matters and approved by the Minister of Labour on June 7, 1996.

33.02 First aid kits will be placed in locations available to all employees in time of emergency.

33.03 Employees must be groomed in such a way that facial hair growth does not interfere with safety breathing apparatus which employees may be required to wear from time to time and in emergency situations. This shall apply to

employees who may be required to wear a safety breathing apparatus from time to time and in emergency situations.

**ARTICLE 34 – BENEFIT PLANS**

The benefits described in Article 34.01, 34.02 and 34.03 shall apply to regular full-time employees and eligible part-time employees as referred to in Article 10.02 (c) who are on the active payroll.

34.01 The Corporation agrees to contribute 100% of the cost of the billed premiums for a term life insurance plan including accidental death and dismemberment coverage and Ontario Health Insurance Plan. The amount of life insurance shall be one and one-half (1 ½) times the member's regular annual wage. For the purpose of this clause, annual wage for eligible regular part-time employees shall be the employee's normal weekly hour's times 52 weeks.

34.02 The Corporation agrees to contribute 100% of the cost of billed premiums for a major medical health plan including:

(a) Vision Benefit

(a) \$400 every 24 months for vision care with corrective eye surgery recognized as an option to be included in the maximum.

(b) \$75 per family member every 24 months toward the cost of eye exams. The Employer will top up the benefit paid by the benefit carrier for eye exams by \$15 to a maximum of \$90 upon presentation of receipt of payment.

(b) Extended Health Care Benefit

(a) Massage therapy to be capped at the amount of \$400 per family member per year.

(b) Chiropractic care to a capped amount of \$500 per family member per year.

(c) Physiotherapy to be capped at \$700 per family member per year.

(d) The maximum prescription dispensing fee shall be capped at seven dollars and fifty cents (\$7.50). The employee is responsible to pay \$100 of the difference for a dispensing fee greater than seven dollars and fifty cents (\$7.50).

(e) Hearing Aids to a lifetime capped amount of \$1000 per family member.

34.03 The Corporation agrees to contribute 100% of the cost of billed premiums for a dental plan including:

- (a) Liberty Health Dental Plan Number 9 or its equivalent
- (b) 50% of the billed premium for Rider #3 (orthodontics) to a lifetime maximum of \$2000.
- (c) Coverage will be based on previous year's ODA rates.
- (d) Dental Major Restorative Plan including crowns, bridges, caps, partial dentures, full dentures, tooth replacement with a 50%-50% co-pay to an annual maximum of \$2,500.00 per family member.

34.04 (a) For the purposes of 34.01 and 34.02 "active payroll" is any employee receiving full salary from the Corporation for the performance of duties outlined within the employment relationship for which the employee is hired, including that time the employee is receiving temporary disability compensation from the Workplace Safety and Insurance Board, absent on short term disability leave, or first 24 months of the LTD leave and while. After the expiration of the 24 month period, a LTD recipient may continue to participate in the Group Major Medical and Dental Plans upon payment to



the Town of Cobourg of the full cost of the billed premium providing the recipient is eligible to participate in such plan or plans.

- (b) Employees that have their employment interrupted due to leave under the Employment Standards Act (ESA) except for employees on pregnancy or parental leave shall maintain their benefits as described in 34.01, 34.02 and 34.03 for a period of two (2) months provided that the extension of benefits has been approved by the benefit provider.

35.05 In the event of the modification of any of the fully paid Corporation benefit plans set out herein, which reduces the premiums, the reduction shall be applied to the Corporation's share of the premium costs.

35.06 It is understood and agreed that the obligations imposed on the Employer by the provisions of this clause extends only to the payment of premiums on behalf of employees and that the Employer shall not be deemed to be an insurer or in any way liable to pay the benefits provided for herein, it being further understood that the Employer shall be liable if it fails to pay premiums on behalf of employees as required by the terms of this agreement.

34.07 Benefits for Retirees

- (a) Employees who retire on a reduced pension from the Ontario Municipal Employees Retirement System between the ages of 55 and 65 and who are enrolled in the Town's group benefit plans at the time of retirement, may continue to participate in the Major Medical Plan and the Group Life Insurance Plan upon payment to the Town of Cobourg of the full cost of the billed premium applicable to each employee providing only that the employee is eligible to participate in such plan or plans. The amount of basic life insurance, including AD&D reduces to \$20,000 upon retirement as set by the benefit carrier.

- (b) Employees who retire on an unreduced pension from the Ontario Municipal

Employees Retirement System between the age of 55 and 65 and who are enrolled in the Town's group benefit plans at the time of retirement, may continue to participate in the Major Medical Plan including drugs, the Group Dental Plan and the Group Life Insurance Plan at the Corporation's cost providing the employee is eligible to participate in the plans. The amount of retiree basic life insurance, including AD&D is set by the benefit carrier.

- 34.08 Should there be a change in benefit carrier for any, or all, of the employee benefits set forth in this Collective Agreement, such change of carrier shall not itself result in an overall reduction in benefit levels.

### **ARTICLE 35 – OMERS PENSION PLAN**

- 35.01 (a) All regular full-time employees shall become members of OMERS on their date of hire with the exception of those employees who are in receipt of an OMERS pension and waive their right to participate.

Other Than Continuous Full-Time (OTCFT) employees shall be given the option of membership after meeting the standard eligibility requirement as set out in the OMERS policy. Part-time employees, seasonal employees, and employees hired by personal employment contracts shall be given the opportunity to become members of OMERS provided they have worked 700 regular hours per year or have earnings greater than 35% of the YMPE per year in two (2) consecutive years of employment with the Town of Cobourg.

- (b) Contributions are deducted from employees as set out in the Table of Employees Contributions issued by the Ontario Municipal Employees Retirement Board. The Town of Cobourg contributes an equal amount.
- 35.02 For the purposes of OMERS the normal retirement age (NRA) for all employees of the bargaining unit is 65.
- 35.03 Any earnings designated as contributory earnings that become owing to a retired employee in excess of \$500 may, at the discretion of the retired

employee, be reported to OMERS and have contributions deducted at the applicable rate. Any earnings less than this amount shall not be considered for OMERS purposes.

**ARTICLE 36 – WORKPLACE SAFETY AND INSURANCE**

- 36.01 In case of injury at work the employee shall complete a Town of Cobourg “Employee Incident/Accident/Injury /Disease Report” at the time of the incident, or as soon as the employee is capable of doing so. Where a WSIB Employers Report of Injury/Disease (Form 7) is required, the Employer will provide the worker with a copy of the completed form. Subsequently, the worker will provide the Employer with a completed copy of the WSIB Worker’s Report of Injury/Disease (Form 6).
- 36.02 Employees off work as a result of an accident or occupational illness incurred in the performance of their duties will be provided with hospitalization and medical care as provided by the Workplace Safety and Insurance Act of Ontario. Employees absent on Workers' Compensation claims will receive 100% of net take home pay as derived from base salary recognizing that 90% of the net pay, as determined by the Workplace Safety and Insurance Board, is non-taxable at source. Such payments by the Corporation shall continue only while the employee is receiving temporary disability compensation from the Workplace Safety and Insurance Board and shall terminate at such time as either an award for permanent total disability or permanent partial disability is made to the employee by the Workers' Compensation Board, or when the employee returns to active employment, whichever should first occur.
- 36.03 An employee shall be responsible for the cost incurred by the employee for the production of any medical certificate or documentation required by the Employer.

**ARTICLE 37 – DISABILITY INCOME BENEFITS****37.01      Short Term Disability Benefits**

(a) The Corporation shall provide a Short Term Disability Benefit for regular full-time employees, being a continuation of an employee's salary and will be payable for each separate disability cause for both illness, occupational and non-occupational injury. Benefits will be payable from the first day of disability due to accident or illness, reduced by any Workplace Safety and Insurance Board benefits payable. It is understood and agreed that for any illness in excess of three (3) days an employee making a claim shall be obliged to provide, on the fourth (4<sup>th</sup>) day, a medical certificate signed by a duly qualified medical doctor attesting to the course of treatment and the prognosis for recovery. Benefits will be reinstated in full after the employee has returned to continuous full-time employment for a period of 30 working days. Benefits paid to an employee shall not exceed 85 working days or 119 calendar days, before the employee either returns to work, or commences LTD, in any 12 month period for an absence resulting from the same disability. It is recognized that there may be exceptional cases where additional days are warranted. Such extensions will be at the discretion of the Chief Administrative Officer. The Corporation reserves the right to require an employee claiming benefits to undergo an independent medical examination by a physician of its choice at any time.

(b) Coverage for Short Term Disability are in accordance with sub-paragraph (d) herein and are subject to the conditions set forth in sub-paragraph (c) herein.

(c) Conditions

1. Prior service with the Town of Cobourg will be recognized.
2. Benefits will be payable for disabilities resulting from pregnancy, childbirth, miscarriage or abortion.

3. Notwithstanding Article 37.02 of this agreement, the Corporation may require an employee to submit a new medical certificate signed by a duly qualified doctor after each five (5) days of absence.
4. Benefits are not payable for any period during which an employee engages in an occupation or employment for wage or profit.
5. Benefits are not payable to an employee who refuses to authorize disclosure to the Corporation and its insurers of any medical information required under this agreement or who refuses to waive any rights to have such information remain confidential.

(d) Schedule of Benefits

<b>Length of Service</b>	<b>Income Security Benefits</b>
<b>Less than 3 months</b>	Not applicable
<b>3 months, but less than 1 year</b>	2 weeks full salary next 15 weeks, 75% of salary
<b>1 year, but less than 2 years</b>	4 weeks full salary next 13 weeks, 75% salary
<b>2 years, but less than 3 years</b>	8 weeks full salary next 9 weeks, 75% salary
<b>3 years, but less than 4 years</b>	12 weeks full salary next 5 weeks, 75% salary
<b>4 years, but less than 7 years</b>	16 weeks full salary next 1 week, 75% salary
<b>7 years and over</b>	17 weeks full salary

(e) Absence Due to Medical Appointments

Employees are encouraged to schedule all appointments of a medical/dental nature during non-work hours. When that is not possible the

following rule shall apply:

- (a) The employee shall “make up” time absent for medical/dental appointments with a local professional under three (3) hours in duration. “Local” shall be defined as within 15 kilometres of their residence or workplace. Dental check-ups and non-specialized procedures should be performed by a local dentist. Therefore, reasonable travel of less than 15 kilometres should be required and time absent will be made up. In order to accommodate employees, a six (6) month grace period will be allowed for the employee to find a new dentist. Other exceptions to the rule shall be submitted to the Manager. With the approval of their Supervisor, absences shall be “made up” with banked overtime hours, vacation hours, changing lunch hours, arriving early and/or staying after their regular shift.
- (b) Absences due to dental check-ups and non-specialized procedures that are not performed by a local dentist shall be “made up” with banked overtime hours, vacation hours, changing lunch hours, arriving early and/or staying after their regular shift.
- (c) When an employee must travel further than 15 kilometres or is required to be absent longer than three (3) consecutive hours for a medical appointment/procedure; or for dental procedures that require a specialist or surgeon, the time absent shall be considered as paid sick time and no make-up of time is necessary.
- (f) All regular part-time employees who works a minimum of 28 hours per week on a regular basis shall be entitled to one (1) sick day every two (2) months to a maximum of six (6) days per calendar year. Entitlement shall be for scheduled daily hours in accordance with Article 14. Entitlement is non-cumulative.
- (g) The Employer will recognize employees who have used zero (0) sick days

in the calendar year by granting employees two (2) days off with pay. Days may be used at any time as mutually agreed with the Manager. It is understood that "a day" is an employee's regularly scheduled shift.

- (h) When an employee is injured on the job and must leave the job site to undergo medical treatment:
  - (a) during regular working hours the remaining regular working hours for that day will be paid.
  - (b) while working overtime, the overtime ends when the worker leaves the job site and overtime is paid for actual hours worked.
  - (c) while working overtime as a call in, the minimum call in hours, or the actual hours worked, will be paid whichever is greater.

#### 37.02 Long Term Disability Plan

The Corporation shall provide a Long Term Disability Insurance Plan wherein employees may apply to the Insurance carrier for LTD benefits to commence on the 120th calendar day of disability. Said Plan shall provide a benefit which remains in effect until the employee is no longer deemed to be disabled as set out in the terms of the contract with the carrier; the employee dies; or the employee reaches age 65; whichever comes first. The plan will be integrated with the Short Term Disability Plan which expires on the 119th calendar day of disability.

- (a) For the purposes of the Long Term Disability Plan, "total disability" means that, as a result of injury or disease, the member is unable, during the qualifying period and the 24 month period immediately following, to perform the regular duties of the occupation in which the member was engaged immediately prior to the commencement of the disability, and following expiry of the 24 month period, to perform the duties of any occupation for remuneration or profit within the range of the member's education, training

or experience. No consideration will be given to the availability of such occupation.

(b) Limitations

The Long Term Disability Benefit will not be paid if disability results from:

- (a) self-inflicted injuries while sane or insane;
  - (b) any condition for which the member is not under treatment by a duly qualified medical doctor;
  - (c) committing or attempting to commit a criminal offence;
  - (d) civil disorder or war;
  - (e) the use of drugs or alcohol unless the employee is certified as being actively supervised by and receiving continuous treatment from a rehabilitation centre, a provincially designated institution or a duly qualified medical doctor.
- (c) The Corporation agrees to obtain and maintain in force a Long Term Disability Plan for regular full-time employees at 100% cost to the employee. To offset the cost to the employee, the Town will add the amount of the deduction to the employee's bi-weekly gross salary. Said premium will not form part of annual salary. The Employer shall make application for LTD benefits on behalf of an employee who has been absent for the same illness/injury for a continuous period of 119 calendar days. The plan shall provide a benefit of 60% of monthly earnings up to a maximum of \$3,500 per month and is directly offset by CPP/QPP "frozen" primary disability benefits and Disability Benefit will be offset further by any other disability income, once income from all sources exceeds 85% of the employee's pre-disability monthly earnings. For the purposes of this agreement "income from all sources" includes disability benefits payable under any other government plan, any salary continuation, any other group insurance



disability benefits, any OMERS pension benefits, and any retirement benefits.

37.03 An employee shall be responsible for the cost of the first medical certificate and the Corporation shall be responsible for the cost of any further medical certificate in relation to the same incident giving rise to the original certificate.

**ARTICLE 38 – REPORTING ABSENCES**

38.01 Any employee who, because of illness or injury, is unable to report for work shall notify the Corporation as soon as possible, but not later than their starting time.

- (a) Outside workers shall notify their direct Supervisor or Manager directly.
- (b) Inside workers shall notify their Supervisor or Manager directly.
- (c) Employees shall notify their Supervisor or Manager each day they are absent unless medical information provided specifies the length of the absence.
- (d) Employees have satisfied the notification requirement when the Supervisor or Manager has acknowledged their absence notification. If the employees Supervisor is not available the employee must contact the next appropriate Supervisor. Staff will be informed of Supervisor availability.

38.02 It is the responsibility of the employee to ensure that medical information required under this agreement is provided to the Corporation's Human Resources Department and/or its insurers.

Should the employee encounter difficulty in obtaining the required information from their personal physician the employee may advise the Manager, Human Resources and an appointment will be made with the Corporation's physician.

Benefits are not payable to an employee who refuses to authorize disclosure or provide said medical information.

**ARTICLE 39 – MODIFIED LIGHT DUTIES**

In accordance with the Workplace Safety and Insurance Board Act, the Ontario Health and Safety Act, the Ontario Human Rights Code and related policy on Duty to Accommodate and the Employment Standards Act, where possible an employee injured at work or on disability income benefits may be assigned modified/light duties on a temporary basis providing all of the following conditions are met:

- (a) Where the employee is unable to return to his/her regular duties for medical reasons and modified light duties are available, the employee's physician will complete the Corporation's Treatment Memorandum and Functional Abilities Report (TM and FAR) indicating that the employee is capable of returning to work with restrictions described.
- (b) Modified duties will be structured in accordance with information provided on the TM and FAR and a mutually agreed upon work plan will be developed in consultation with the Director of his/her designate, the employee and, if the employee so chooses, a Union representative.
- (c) As the employee's condition improves, a further TM and FAR may be requested by the Department Manager at an interval not less than what is stated on the TM and FAR.
- (d) Once an employee has been medically certified as fit for duty the employee will be returned to the position to which the employee was assigned prior to the temporary disability, unless the interim, the employee has been promoted.
- (e) At no time shall the employee attempt, or be required to attempt, to perform duties that will exceed the limitations outlined in the TM and FAR.
- (f) The employee shall be paid his/her pre injury rate for performing modified

duties as long as his/her condition is classified as temporary.

**ARTICLE 40 – INCLEMENT WEATHER**

40.01 Hourly-Rated Employees Only

The Corporation will continue to provide inside work for employees who usually work outside, during wet and inclement weather. These conditions will be decided by the Foreperson or Supervisor and, in the absence of both, by the respective Department Head.

40.02 When it is necessary to work in wet weather, the Corporation will provide appropriate rain wear for all employees.

40.03 The Public Works Inspector position is excluded from this article.

**ARTICLE 41 – JOB SECURITY**

41.01 The Corporation agrees that no employee will be laid off by reason of contracting out of work normally performed within the bargaining unit.

**ARTICLE 42 – GENERAL**

42.01 The Corporation will supply the CUPE District Representative with four (4) signed original copies of this agreement and seven (7) additional copies and will further supply each employee with a copy of this agreement within two (2) weeks from the date of signing by both parties.

42.02 All correspondence between the parties and arising out of this agreement or incidental thereto shall pass to and from the Chief Administrative Officer or his/her designate and the Recording Secretary of the Union, or the CUPE National Representative, with a copy to the Recording Secretary of the Union.

42.03 The Corporation to provide the local with an e-mail address [cupe25@cobourg.ca](mailto:cupe25@cobourg.ca)

- 42.04 The Corporation shall reimburse the employee for any extra insurance premium charged to the employee by his/her insurance company for the use of their personal vehicle for town business on a regular basis. The Employer shall also pay for any deductibles resulting from an incident when using personal vehicle for town business for “not at fault” accidents provided the employees requests to have the deductible waived by their insurance carrier.
- 42.05 The Corporation agrees to pay the cost of the medical examination fee that is required to renew a Class A license. Payment shall be limited to two (2) employees in a calendar year.
- 42.06 The Parties agree that in a case where the Corporation’s Policy Manual differs from the Collective Agreement the Collective Agreement will take precedence.

**ARTICLE 43 – JOB EVALUATION SYSTEM**

- 43.01 The Joint Job Evaluation Committee shall review internal equity for those positions covered by this Agreement and shall consist of four (4) members from the Corporation two (2) from the Union (one (1) for Inside Workers and one (1) for Outside Workers); and two (2) from Management. The CAO’s designate shall be a member of the Committee and act in the capacity of Chairperson and Recorder.
- 43.02 The Job Evaluation System shall be the existing plan. The plan shall only be amended by the mutual agreement of the parties.
- 43.03 The Joint Job Evaluation Committee shall review all new positions not listed in Schedule “B” after a period of six (6) months and those positions which have been significantly revised and a reclassification request has been approved by the Department Head.
- 43.04 The employee shall complete a Job Information Questionnaire (JIQ) and

submit it to their Supervisor for approval. Any discrepancies shall be discussed and the JIQ will be amended if required and forwarded to the Human Resources Department.

43.05 Where the evaluation process is part of a pay equity review, the process of further reconsiderations shall follow the plan as described in 43.02. Decisions of the Joint Job Evaluation Committee are final and will only be reviewed by the Commission.

43.06 Where the job evaluation review is not part of a pay equity review, the decision of the Joint Job Evaluation Committee may be the subject of a grievance and would be initiated at Step No. 3 of the grievance procedure.

#### **ARTICLE 44 - LEGAL COUNSEL**

44.01 The Corporation will pay the necessary and reasonable fees of Legal Counsel to represent any employee who may be sued in a civil action or charged with a criminal offence while acting in his/her capacity as an employee of the Town of Cobourg provided such suit or charge is dismissed and the employee was acting in good faith at the time of the incident giving rise to the civil action or charged with a criminal offence. The Corporation shall choose the Counsel to represent the employees who may be involved after consulting with representatives of the Union.

#### **ARTICLE 45 – TERMINATION AND AMENDMENTS**

45.01 This agreement shall continue in force and effect from the 1st day of August, 2020 until the 31st day of December 2021.

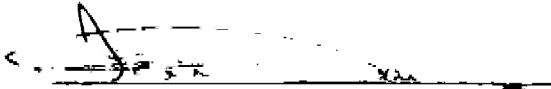
Either party to this agreement may, within the period of 90 days before the agreement ceases to operate, give notice in writing to the other party of its desire to bargain with a view to the renewal, with or without modifications, of this agreement or to the making of a new agreement.

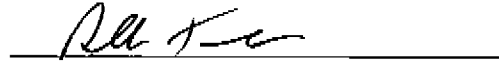
**SIGNATURES**

SIGNED AT COBOURG, ONTARIO this

FOR THE MUNICIPAL CORPORATION  
TOWN OF COBOURG

FOR THE CANADIAN UNION OF THE  
PUBLIC EMPLOYEES, LOCAL 25

A handwritten signature, likely "C. McBride", written in black ink on a horizontal line. The signature is somewhat stylized and includes a large initial letter.

A handwritten signature, likely "S. Rodgers", written in black ink on a horizontal line. The signature is cursive and includes a large initial letter.

*C. McBride, Interim H.R. Manager*

*S. Rodgers*

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\_\_\_\_\_  
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**SCHEDULE "A"**

Hours of Work for Arena during Ice in Season

SHIFT	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
<b>D A M</b>						3 2 4	3 2 4
<b>D A M</b>	1 2-3	1 3	1 3 4	1 2 4	1 2 4	3 2 4	3 2 4
<b>D A M</b>	1 2-3	1 3	1 3 4	1 2 4	3 2 4	1 3 4	1 3 4
<b>D A M</b>	2 1-3	2 1	2 1 4	2 3 4	2 3 4	1 3 4	1 3 4
<b>D A M</b>	2 1-3	2 1	2 1 4	2 3 4	1 3 4	2 1 4	2 1 4
<b>D A M</b>	3 1-2	3 2	3 2 4	3 1 4	3 1 4	2 1 4	2 1 4
<b>D A M</b>	3 1-2	3 2	3 2 4	3 1 4	2 1 4		

Days worked all equal 30

Day Shift	8:00 am - 4:00 pm	#1	9, 11,10
Afternoon Shift	4:00 pm - 12:00 Midnight	#2	10,9,11
Midnight Shift	12:00 Midnight - 8:00 am	#3	11,10,9
		#4	10, 10,10

**Lead Hand/Temporary Working Foreperson/Working Foreperson:**

– 8:00 am to 4:00 pm, Monday to Friday – flex hours

This schedule is to extend over the period of the ice season as set forth in Article 14.08 herein that is to say from start up to removal of ice. The Schedule is on a six (6) week cycle such that upon the completion of the sixth (6<sup>th</sup>) week that cycle starts over again.

**SCHEDULE "B" INSIDE WORKERS**  
**Wage Rate Effective August 1, 2020 - 1.70%**

GRADE	JOB TITLE	START	6 Mths	12 Mths	18 Mths	24 Mths
		80%	85%	90%	95%	Job Rate
9	Engineering Technician Emergency Planner Senior Planner	29.75	31.61	33.47	35.32	37.18
8A	Building Inspector Recreation Coordinator Seniors Coordinator Plans Examiner/Inspector GIS Coordinator	29.04	30.86	32.67	34.48	36.30
8B	Draftsman Estimator	28.26	30.02	31.79	33.55	35.32
7	Planner Planner/Developm't Rev Co-ordinator Planning Technician/Dev Rev Co-ord Municipal Property Standards Officer Bylaw Officer Tourism Coordinator	27.48	29.21	30.93	32.64	34.35
6	Senior Accounting Clerk Communications Coordinator Concert Hall Facilitator - Administration Concert Hall Facilitator - Operations/Technical	24.94	26.49	28.04	29.60	31.16
5A	Payroll Data Clerk	24.06	25.57	27.07	28.57	30.07
5B	Senior Cost Control Clerk	23.66	25.13	26.60	28.09	29.56
4	Cost Control Clerk Cashier/GST Clerk Revenue Data Clerk	23.29	24.74	26.20	27.65	29.11
3A	Development Researcher Public Works Technician Project Assistant Small Business Facilitator Secretary - Building & Planning Secretary - Licensing Secretary - WPCP	22.96	24.41	25.83	27.28	28.71
3C	Secretary V13 Program and Operations Assistant Secretary-Clerks Department Receptionist/Box Officer Clerk Accounts Payable Clerk	22.06	23.45	24.82	26.20	27.58
2A	Community Development Assistant Finance Clerk Part Time Clerk - Typist (Leg Serv/Finance)	21.91	23.28	24.65	26.01	27.39
2B	Concert Hall Attendant	21.49	22.83	24.16	25.52	26.86
1A	Building Maintenance Worker	19.82	21.06	22.29	23.53	24.77
1B	Part Time Cashier/Account Clerk Part Time Accounting Clerk	19.50	20.72	21.94	23.16	24.38
	Part Time Box Office Clerk	19.37	20.58	21.79	23.00	24.21
	Part Time Clerk - Typist	19.26	20.45	21.66	22.86	24.07





**SCHEDULE "B"**  
**CASUAL AND STUDENT WORKERS**  
**Wage Rate Effective August 1, 2020 - 1.7%**

JOB TITLE	RATE
Casual Outside Worker	17.20
Casual Custodian	17.20
Casual Accounting Clerk	17.20
Casual Box Office Clerk	16.79
Casual Clerk - Typist	16.68
Experienced Student	14.24
1st Year Student*	14.00
Part-time Arena Assistant	14.24
Part Time Food and Beverage Worker	14.24
Camp Counsellor	14.24
Junior Camp Counsellor	Min wage
Skating Instructor	Min wage

\*\* Wage rates may be amended to reflect changes in minimum wage.

\*If 1st year student is over the age of 18, minimum wage applies

**SCHEDULE B INSIDE WORKERS**  
**Wage Rate Effective August 1, 2021 - 1.50%**

GRADE	JOB TITLE	START	6	12	18	24 Mths
		80%	6 Mths 85%	12 Mths 90%	18 Mths 95%	Job Rate
9	Engineering Technician Emergency Planner Senior Planner	30.20	32.08	33.97	35.85	37.74
8A	Building Inspector Recreation Coordinator Seniors Coordinator Plans Examiner/Inspector GIS Coordinator	29.48	31.32	33.16	35.00	36.84
8B	Draftsman Estimator	28.68	30.47	32.27	34.05	35.85
7	Planner Planner/Developm't Rev Co-ordinator Planning Technician/Dev Rev Co-ord Municipal Property Standards Officer Bylaw Officer Tourism Coordinator	27.89	29.65	31.39	33.13	34.87
6	Senior Accounting Clerk Communications Coordinator Concert Hall Facilitator - Administration Concert Hall Facilitator - Operations/Technical	25.31	26.89	28.46	30.04	31.63
5A	Payroll Data Clerk	24.42	25.95	27.48	29.00	30.52
5B	Senior Cost Control Clerk	24.01	25.51	27.00	28.51	30.00
4	Cost Control Clerk Cashier/GST Clerk Revenue Data Clerk	23.64	25.11	26.59	28.06	29.55
3A	Development Researcher Public Works Technician Project Assistant Small Business Facilitator Secretary - Building & Planning Secretary - Licensing Secretary - WPCP	23.30	24.78	26.22	27.69	29.14
3C	Secretary V13 Program and Operations Assistant Secretary-Clerks Department Receptionist/Box Officer Clerk Accounts Payable Clerk	22.39	23.80	25.19	26.59	27.99
2A	Community Development Assistant Finance Clerk Part Time Clerk - Typist (Leg Serv/Finance)	22.24	23.63	25.02	26.40	27.80
2B	Concert Hall Attendant	21.81	23.17	24.52	25.90	27.26
1A	Building Maintenance Worker	20.12	21.38	22.62	23.88	25.14
1B	Part Time Cashier/Account Clerk Part Time Accounting Clerk	19.79	21.03	22.27	23.51	24.75
1C	Part Time Box Office Clerk	19.66	20.89	22.12	23.35	24.57
1D	Part Time Clerk - Typist	19.55	20.76	21.98	23.20	24.43

**SCHEDULE B OUTSIDE WORKERS**  
**Wage Rate Effective August 1, 2021 - 1.50%**

GRADE	JOB TITLE	START	6 Mths	12 Mths
		80%	90%	Job Rate
9		30.20	33.97	37.74
8A	Environmental Technician I	28.68	32.27	35.85
7		27.90	31.40	34.89
6A	Public Works Inspector W.P.C.P. Operator - Class 4 Written Waste Water Collection 2 Certificate + \$1.00 per hour	26.67	30.01	33.34
6B	Environmental Technician II Working Foreman Arborist	25.24	28.40	31.56
5A	W.P.C.P. Operator Written Waste Water Collection 2 Certificate + \$1.00 per hour	24.84	27.95	31.05
5B	Horticulturist	24.42	27.48	30.52
4	General Utility Worker Operations Clerk-PW and Parks Jr. Horticulturist	23.30	26.22	29.14
3	Arena Attendant	22.83	25.68	28.53
2A	Parks Attendant	22.24	25.02	27.80
2B	Stores Attendant	21.81	24.52	27.26
1	Labourer Arena Cleaner	19.79	22.27	24.75

- Overall Responsible Operator 100.00 per day premium
- Lead Hand 2.00 per day premium
- Temporary Working Foremen 2.00 per hour premium
- Shift Premium 1.08 per hour premium

**SCHEDULE "B"**  
**CASUAL AND STUDENT WORKERS**  
**Wage Rate Effective August 1, 2021 - 1.5%**

JOB TITLE	RATE
Casual Outside Worker	17.46
Casual Custodian	17.46
Casual Accounting Clerk	17.46
Casual Box Office Clerk	17.04
Casual Clerk - Typist	16.93
Experienced Student	14.45
1st Year Student*	14.00
Part-time Arena Assistant	14.45
Part Time Food and Beverage Worker	14.45
Camp Counsellor	14.45
Junior Camp Counsellor	Min wage
Skating Instructor	Min wage

\*\* Wage rates may be amended to reflect changes in minimum wage.

\*If 1st year student is over the age of 18, minimum wage applies

LETTER OF UNDERSTANDING

Between

The Municipal Corporation of the Town of Cobourg (The Corporation)

And

C.U.P.E. Local #25 (The Union)

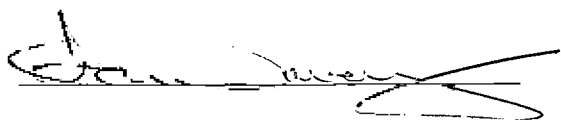
**RE: Review of the Collective Agreement for formatting and housekeeping changes**

The Employer and CUPE Local 25 agree that a review of the Collective Agreement to ensure consistency of format and minor housekeeping changes will be undertaken as follows:

1. Up to two (2) Employer and up to two (2) Union representatives will meet to review the document and decide on changes
2. Where the parties do not agree that a change is either in formatting or housekeeping the change will be deferred to be discussed at the next round of bargaining
3. The Employer and the Union will endeavor to complete this review as soon as possible after ratification but prior to printing of the Collective Agreement.

Signed at Cobourg on this 4<sup>th</sup> day of August 2020.

FOR THE CORPORATION



FOR CUPE LOCAL #25



**LETTER OF UNDERSTANDING**

**Between**

**The Municipal Corporation of the Town of Cobourg**

**- And -**

**C.U.P.E. Local #25**

**RE: Article 11 – Job Posting**

The Employer and the Union recognize that when internal applicants apply for internal postings that applicants must possess the minimum requirements for the position and a trial period longer than 30 days may be required. The Employer and Union agree to amend Article 11 as follows:

- 11.02 For the purposes of bargaining unit job competitions, the following factors shall be considered:
- (a) seniority;
  - (b) skill, ability and qualifications of the employee to perform the job.

In order to be eligible to be considered for a vacant internal position the applicant must possess the minimum requirements of the position.

It is agreed that in circumstances where, as between two (2) or more employees the factors set forth in clause (b) above are relatively equal, then seniority as herein defined shall be the determining factor.

The Corporation's Hiring of Relatives Policy shall take precedence when an applicant has a family member, including common law relationships, employed in the direct work area or department.

- 11.03 The successful applicant shall be allowed a trial period of a minimum of thirty (30) working days and up to four (4) months, during which time the Corporation will determine if the employee can satisfactorily perform the job

Letter of Understanding – CUPE Local #25 – #02-2020

and meets the qualifications. This time period may be expanded by mutual agreement between management, the affected employee and the union. This expanded period would also allow for specific job related training if such training is mutually agreed by management, the affected employee and the union. Within this period, the employee may voluntarily return, or be returned by the Corporation to the position formerly occupied without loss of seniority. The vacancy resulting from the posting may be filled on a temporary basis until the trial period is completed.

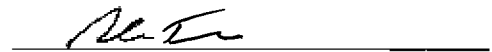
- 11.04 If a vacancy in another department is created due to an employee successfully obtaining a position in another department a current casual position may be extended beyond the limits outlined in 10.02 (e) for the duration of the probationary period.

Signed at Cobourg on this 17<sup>th</sup> day of August, 2020.

FOR THE CORPORATION

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FOR CUPE LOCAL #25

A handwritten signature in black ink, appearing to be "M. [unclear]", written over a horizontal line.



LETTER OF UNDERSTANDING

Between

The Municipal Corporation of the Town of Cobourg (The Corporation)

And

C.U.P.E Local #25(The Union)

**RE: Article 23-Hourly Rate, Rate Range and Classifications**

Amend Article 23.02(k) to read as follows:

Students-The student rates referred to in Schedule “B” shall apply to student employment within the bargaining unit as set forth in Article 10.02(h). Start rate shall apply <sup>to</sup> first year student employees. Experienced rate shall apply to returning student employees with one or more years of experience with the Town of Cobourg.

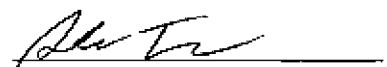
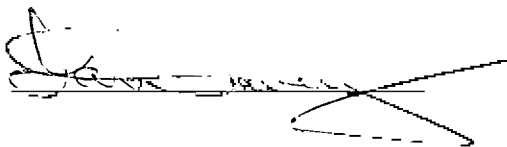
**Management may, at their discretion, assign lead-student duties on a temporary basis (May-September) to a returning student. A \$2.00 per hour premium will be applied to their hourly rate.**

**Amend SCHEDULE “B” to reflect Experienced Student with Lead responsibilities to be compensated at a \$2.00 per hour premium.**

Signed at Cobourg on this 4<sup>th</sup>-day of August, 2020.

FOR THE CORPORATION

FOR CUPE LOCAL #25



LETTER OF UNDERSTANDING

Between

The Municipal Corporation of the Town of Cobourg (The Corporation)

And

C.U.P.E Local #25(The Union)

**RE: Article 2 – Recognition and Purpose of Agreement**

The parties agree that the Recognition Clause and General Purpose Clause of the Collective Agreement mandates that the parties will agree on inclusion or exclusion of new positions within the bargaining unit.

**New Positions:**

1. Once Town of Cobourg Management determines that it will create a new position within the Town below the level of a Manager or post currently existing position(s) of Supervisor or Working Foreperson, Human Resources will advise the Union and forward the position description to CUPE for review. Job duties shall be outlined in a position description and the terms of employment shall be included (Union/Non-union, full time/ part time, casual, contract, hours of work etc.).
  - a. If Unionized – The pay grid placement proposal should be made based on a high level review by HR and the CUPE President, using the job review tool. Placement on a pay grid should be as close as possible to what would be expected based on the proposed duties.
  - b. For unionized positions, the Joint Job Evaluation and Pay Equity review will be completed within six (6) months. In the event the job rating provides for a lower rate of pay, the employee will be red circled until such time as Collective Agreement wage increases meet that wage. If a higher rate is determined, wage increases shall be effective within 30 days with retroactive payments back to the start date.
  - c. The Union shall be given no less than five (5) business days to review the position description and terms of employment and to provide a response back to the Employer.
  - d. If the Union has concerns with the proposed terms of employment, a meeting shall be held with the CUPE National Representative, local CUPE representatives, Human Resources, the CAO and the Director for the division in which the position falls.
2. Job is posted – if Unionized position, posted as per contract

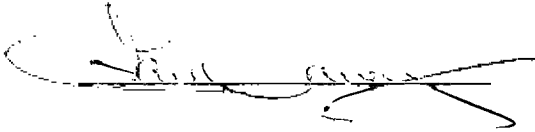
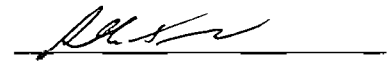
Letter of Understanding – CUPE Local #25 – #05-2020

3. If Union and Employer cannot agree then the dispute resolution used will be as listed in Article 2.01 (b). Should there be no agreement between the parties as to the inclusion or exclusion of any new positions created by the Corporation, then either party may make an application to the MOL pursuant to Section 106 of The Ontario Labour Relations Act for a determination and the parties agree to be bound by such determination.

Signed at Cobourg on this 14<sup>th</sup> -day of August, 2020.

FOR THE CORPORATION

FOR CUPE LOCAL #25

A handwritten signature in black ink, appearing to be "John [unclear]", written over a horizontal line.A handwritten signature in black ink, appearing to be "R. [unclear]", written over a horizontal line.

LETTER OF UNDERSTANDING

Between

The Municipal Corporation of the Town of Cobourg (The Corporation)

And

C.U.P.E Local #25(The Union)

**RE: Article 2.01 (e) – Position Funded by Government Subsidized Program –  
Seniors Health and Fitness Program Assistant**

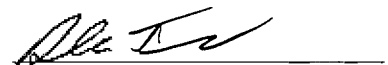
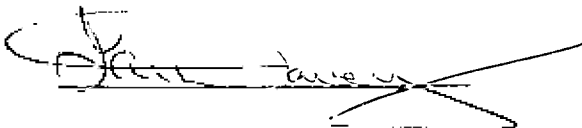
The Employer and CUPE Local #25 mutually agree that the position of Seniors Health and Fitness Program Assistant is not subject to the terms and conditions of the CUPE Local #25 Collective Agreement. This agreement is in consideration of the fact that the position is funded in part by a government subsidized program and is not considered a permanent position.

It is understood that in the event the position is approved to become a permanent full time or permanent part time position it will be classified as a CUPE Local #25 position and will be subject to the terms and conditions of the collective agreement.

Signed at Cobourg on this 4<sup>th</sup> -day of August, 2020.

FOR THE CORPORATION

FOR CUPE LOCAL #25



LETTER OF UNDERSTANDING

Between

The Municipal Corporation of the Town of Cobourg (The Corporation)

And

C.U.P.E Local #25(The Union)

**RE: Lead Hand Premium and Overtime Rates**

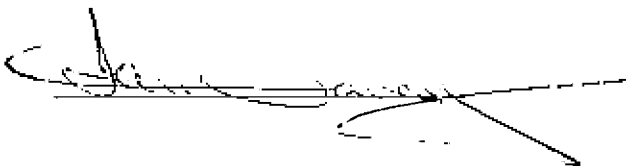
The Employer and the Union agree to administer Overtime Rates for Lead Hands as follows;

- a) When an employee is designated as “Lead Hand” and the approved premium is applied to their earnings the approved overtime rate shall also be applied to the Lead Hand premium.
- b) The overtime rate shall only be applied to the Lead Hand premium if the employee continues to work in the capacity of Lead Hand during the overtime hours worked.

Signed at Cobourg on this 4<sup>th</sup> day of August, 2020.

FOR THE CORPORATION

FOR CUPE LOCAL #25



LETTER OF UNDERSTANDING

Between

The Municipal Corporation of the Town of Cobourg (The Corporation)

And

C.U.P.E Local #25(The Union)

**RE: Terms of Employment for Bar Staff in the Community Services Division.**

The Employer and CUPE Local #25 on a without prejudice basis agree to the following terms of employment for bar staff in the Community Services Division;

**1. Seniority – Article 10**

**a. Regular Full Time Non-Union Staff**

- i. Article 10.02 (j) – *Casual and student employees are excluded from accruing seniority, benefit and vacation entitlements. Statutory holiday entitlement shall be as per Employment Standards act.*

**b. Regular Full Time and Part-Time CUPE Staff**

- i. All hours worked in CUPE positions (regular part-time and casual) will be included for the purposes of accruing seniority.
- ii. Seniority accrual cannot exceed 12 months.

**2. Probation – Article 10**

**a. All Staff (Regular Full and Part time, Casual)**

- i. Probationary period of 6 shifts will apply.

**3. Vacation Pay Accrual – Article 12**

- a. Employees will be paid the appropriate vacation pay percentage for hours worked as bar staff based on their full time or part time start date.

**4. Holiday Pay – Article 13**

**a. Regular Full time Staff**

- i. Holiday pay will be calculated as per the ESA based on the hours worked as bar staff.

**b. Casual and Regular Part Time Staff**

- i. Holiday pay will be calculated as per the ESA based on total hours worked in all positions.

**5. Hours of Work – Article 14**

- a. Staff who hold a regular full time, regular part time or a casual position with the Town of Cobourg will be eligible for bar staff positions.
- b. Staff who hold a regular full-time, regular part-time or casual position with the Town of Cobourg and hold a bar staff position can be scheduled for shifts provided that;
  - i. The total number of hours worked in a single day does not exceed 13 hours
  - ii. Upon completion of their shift the employee has 11 consecutive hours off before the start of their shift the following day. (eg. Bar shift ends at 10:00pm employee is unable to report to work until 9:00 am the following day).
- c. It is the responsibility of the employee to ensure they do not accept shifts that contravene the hours of work limitations.

**6. Scheduling – Article 14**

- a. A pool of hired bar staff will be used.
- b. Staff will provide availability to Manager responsible for scheduling.
- c. Staff will be provided shifts based on availability.
- d. There is no guarantee of hours

**7. Standby – Regular Full Time Staff – Article 15**

- a. If a regular full time staff member is on standby for their regular full time position they will not be eligible for bar shifts.

**8. OMERS – Article 35**

**a. Regular Full Time Staff enrolled in OMERS**

- i. Bar hours worked outside their regular full-time and part-hours will not be used in calculating OMERS contributions and credited service.
- ii. Dual Membership will only be offered if bar hours meet OMERS enrollment criteria – 700 hours.

**b. Part Time Staff enrolled in OMERS.**

#Letter of Understanding – CUPE Local #25 – #09-2020

- i. Bars hours worked will be used in calculated OMERS contributions and Credited Services but will be subject to the 12 month credited service maximum.

**c. Part Time Staff not enrolled in OMERS**

- i. Bar hours will be used in calculating eligibility for an Offer of **OMERS membership.**

**9. Rate of Pay – Schedule “B”**

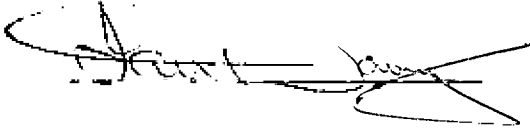
- a. All bar staff shall be paid \$14.00 per hour.
- b. It is also agreed that if the minimum wage rate is increased the hourly rate will be amended accordingly.

**10. Effective Date: June 1, 2019**

Signed at Cobourg on this 4<sup>th</sup> -day of August, 2020.

FOR THE CORPORATION

FOR CUPE LOCAL #25





LETTER OF UNDERSTANDING

Between

The Municipal Corporation of the Town of Cobourg (The Corporation)

And

C.U.P.E Local #25(The Union)

**RE: Working Foreperson – Community Services Division – Attractions and Facilities - Waterfront**

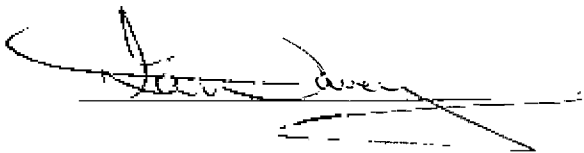
The Employer and CUPE Local #25 on a without prejudice basis agree to the following terms of employment for the Working Foreman – Community Services Division – Attractions and Facilities Waterfront;

- a. This position is a seasonal position which will start the first week of April each year and will end within the month of October each year.
- b. This position may be offered to a current part-time or full time employee if they meet the minimum requirements of the position as outlined in the position description.
- c. This position will be offered to the same employee annually based on department requirements and budget approval.
- d. This position will be paid Grade 6B in the Schedule “B” Outside Workers.
- e. Hours of work shall be 40 hours per week.

Signed at Cobourg on this 4<sup>th</sup> -day of August, 2020.

FOR THE CORPORATION

FOR CUPE LOCAL #25



**LETTER OF UNDERSTANDING**

BETWEEN:

**The Municipal Corporation of the Town of Cobourg**  
(hereinafter called the “the Town”)

-  
-AND-

**Canadian Union of Public Employees,  
Inside and Outside Workers, Local 25**  
(hereinafter called “the Union”)

**Re: COVID-19 Emergency Scheduling/Redeployment Changes**

**WHEREAS** the Province of Ontario declared a state of emergency on March 17, 2020 as a result of the COVID-19 pandemic;

**AND WHEREAS** Public Health has recommended, among other measures, that individuals should engage in “social distancing” i.e. maintain at least 2 metres (or 6 feet) distance between themselves and others;

**AND WHEREAS** the Town of Cobourg declared a state of emergency on March 19, 2020 as a result of the COVID-19 pandemic;

**AND WHEREAS** the Town is committed to protecting the health and safety of its employees who continuing to work through this pandemic to provide the community with services, including taking steps to facilitate social distancing in the workplace;

**NOW THEREFORE** the parties agree as follows:

1. The Town may amend or modify the schedule of individual departments/divisions. These changes may include, but are not limited to: staggering start times, introducing alternate schedules, Telecommuting, etc.
2. The Town may be required to redeploy staff as workloads and the needs of the Town change. The Town will notify the Union electronically as soon as reasonably possible when staff will be redeployed.
3. Without limiting the generality of the above, the parties have agreed to the following specific changes for the period of May 2 through July 10, 2020:
  - (a) Outside Workers will be placed on a two week schedule operating seven days per week. Outside Workers will be scheduled to work 30

Letter of Understanding – CUPE Local #25 – #11-2020

hours one week and 40 hours the next, for a total of 70 hours every two weeks.

- (b) Outside Workers will continue to be paid their regular 80 or 84 hours.
  - (c) Outside Workers will work minimal overtime. The parties agree that entitlement to overtime pay will only be triggered once Outside Workers work in excess of their regular 80 or 84 hours every two weeks or as the result of a call-in. OT rates at the applicable rate of pay will apply when an Outside Worker is on-call and is required to respond.
  - (d) Inside Workers will return to full time hours either working from home, in the workplace or a combination of the two.
  - (e) Inside Workers may be redeployed to another department/division in order to provide them with full time hours.
4. The Town will provide the Union and the affected employees with at least 24 hours' notice of any scheduling changes or redeployments.
  5. The parties agree that the overtime entitlements set out in the Collective Agreement may be modified as required to reflect any redeployments or modifications to the schedule.
  6. Where an opportunity for redeployment has been provided to an employee by the Town and the employee refuses to be redeployed, it is understood that the employee does not have the right to displace (i.e. bump) another employee.
  7. The parties agree that if staff are redeployed staff to a higher classification or lower classification they shall be paid at their regular rate.
  8. It is understood and agreed that any modified scheduling arrangements and/or redeployment arrangements implemented pursuant to this LOU will be temporary. Once the states of emergency have ended by both the Province and the Town and the Town's regular operations have resumed, the parties will return to the regular schedule that was in place pursuant to the Collective Agreement and staff will return to their "home position."
  9. It is understood that during this period of time Union members may be assigned to jobs that are typically Non-Union jobs and likewise Non-Union staff may be assigned jobs that are Union jobs.
  10. The parties agree that this LOU is without prejudice or precedent to any other matter between them.
  11. Notwithstanding any other provisions of the Collective Agreement between the parties, it is acknowledged and agreed that any disputes between the Union and

Letter of Understanding – CUPE Local #25 – #11-2020

the Employer regarding the interpretation, application or enforcement of this Letter of Understanding shall be subject to the grievance arbitration process set out in the Collective Agreement.

12. The parties agree to meet in a reasonable time frame after the termination of the emergency to resolve any outstanding issues resulting from this agreement.

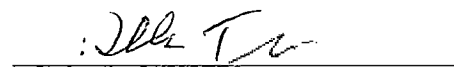
The parties agree that this LOU will automatically renew should further state of emergencies be declared by the Province and/or Town related to the COVID-19 pandemic during the next twelve (12) months with the exact timelines to be determined as per #3 above.

Signed at Cobourg this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

FOR THE CORPORATION

A handwritten signature in black ink, appearing to be a stylized name, written over a horizontal line.

FOR CUPE LOCAL #25

A handwritten signature in black ink, appearing to be "Jill T...", written over a horizontal line.

**LETTER OF UNDERSTANDING**

Between

The Municipal Corporation of the Town of Cobourg (“The Corporation”)

And

CUPE Local #25

**RE: Vacations-Article #12.06**

Due to the COVID-19 outbreak and declared emergency, the following collective agreement article is being amended as follows:

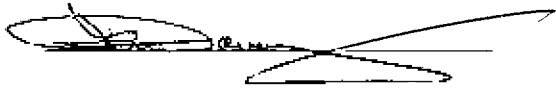
**CUPE-Article #12.06**

<b>Current Language</b>	The vacation year shall be the employee’s anniversary date and the employee may carry over a maximum of one [1] week to the following vacation year.
<b>Amendment</b>	The vacation year shall be the employee’s anniversary date and the employee may carry over a maximum of two [2] weeks to the following vacation year.

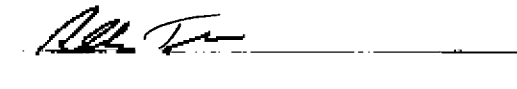
This agreement will not set precedent and is limited to the 2020-2021 vacation entitlement years. Each full time CUPE Local #25 staff member will have the opportunity to carry over an additional week to the following vacation year one time only.

Signed at Cobourg on this 10<sup>th</sup> day of Sept, 2020.

FOR THE CORPORATION

  
\_\_\_\_\_  
\_\_\_\_\_

CUPE Local #25

  
\_\_\_\_\_  
\_\_\_\_\_

**LETTER OF UNDERSTANDING**

Between

The Municipal Corporation of the Town of Cobourg (“The Corporation”)

And

CUPE Local #25

**RE: Temporary Full-time - Article #23.02(m)(a)**

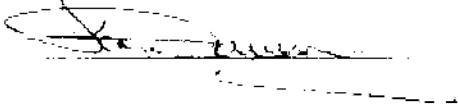
The following collective agreement article is being amended to allow for the hiring of a temporary full-time employee to replace an employee on an approved leave as outlined in the Employment Standards Act and/or as outlined in Town of Cobourg policies and procedures. Such leaves may include a pregnancy and parental leave, sick leave, Family Caregiver or Family medical leave etc.

**CUPE-Article #12.06**

<b>Current Language</b>	Be filled only when a vacancy is created due to a known absence greater than six (6) months such as a maternity, parental leave or LTD leave for a period of up to one (1) year.
<b>Amendment</b>	Be filled only when a vacancy is created due to a known absence greater than six (6) months such as a maternity, parental leave or LTD leave for a period not to exceed nineteen (19) months.

Signed at Cobourg on this 10<sup>th</sup> day of Sept, 2020.

FOR THE CORPORATION



CUPE Local #25

