

COLLECTIVE AGREEMENT

Between:



THE TOWN OF PELHAM

(hereinafter referred to as the Employer)

And:



AND IT'S LOCAL 1287

(Town of Pelham Unit 16)

(hereinafter referred to as the Union)

January 1, 2024 – December 31, 2027

Table of Contents

ARTICLE 1- PREAMBLE.....5

ARTICLE 2 – RECOGNITION AND NEGOTIATIONS.....5

2.04 *Temporary Employees* 6

ARTICLE 3 – UNION SECURITY7

ARTICLE 4 – MANAGEMENT RIGHTS.....8

ARTICLE 5 – DISCRIMINATION.....8

5.02 *Harassment in the Workplace* 9

ARTICLE 6 – UNION COMMITTEE AND STEWARDS9

ARTICLE 7 – NO STRIKES OR LOCKOUTS11

ARTICLE 8 – GRIEVANCE PROCEDURE.....11

8.02 *STEP 1* 11

8.03 *STEP 2* 11

8.04 *STEP 3* 12

ARTICLE 9 – DISCHARGE AND DISCIPLINE CASES14

ARTICLE 10 – SENIORITY14

ARTICLE 11 – TRANSFERS19

ARTICLE 12 – LEAVE OF ABSENCE – VARIOUS.....19

12.01 *Bereavement Leave* 19

12.02 *Funeral of Employee* 20

12.03 *Maternity Leave* 20

12.04 *Pregnancy and Parental Leave* 20

12.05 *Adoption Leave* 20

12.06 *Family Medical Leave* 21

12.07 *Critically Ill Childcare Leave* 21

12.08 *Crime-Related Child Death or Disappearance Leave* 21

12.09 *Organ Donor Leave* 21

12.10 *Bone Marrow Donation Leave* 22

12.11 *Election Day Leave* 22

12.12 *Veterans Leave* 22

12.13 *Jury Duty* 22

12.14 *Witness Subpoena* 23

12.15 *Reservist Leave* 23

12.16 *The Early and Safe Return to Work Program* 23

12.21 *Union Leave* 24

12.22 *Union Affairs* 24

ARTICLE 13 – BULLETIN BOARDS.....25

ARTICLE 14 – WAGES.....25

ARTICLE 15 – HOURS OF WORK AND OVERTIME25

ARTICLE 16 – EMPLOYMENT AS AFFECTED BY CONTRACTING-OUT.....28

ARTICLE 17 – VACATIONS29

ARTICLE 18 – PAID HOLIDAYS30

ARTICLE 19 – HEALTH BENEFITS & PENSION FUND.....32

19.02 *Retiree Benefits* 34

ARTICLE 20 – SICK LEAVE PLAN.....35

ARTICLE 21 – HEALTH AND SAFETY, UNIFORM ALLOWANCE35

ARTICLE 22 – TRAINING AND DEVELOPMENT37

ARTICLE 23 - AMALGAMATION38

ARTICLE 24 – NOTICES.....40

ARTICLE 25 – TERM OF AGREEMENT40

ARTICLE 26 – GENERAL41

***SCHEDULE A - Wages* 42**

***LETTER OF UNDERSTANDING RE: STUDENT WORKERS* 43**

***MEMORANDUM OF AGREEMENT RE: JOINT JOB EVALUATION* 44**

***LETTER OF UNDERSTANDING RE: JOB EVALUATION - OUT OF SCHEDULE RATES* 46**

***LETTER OF UNDERSTANDING RE: VACATION AND LIEU TIME OFF REQUEST* 48**

ARTICLE 1- PREAMBLE

1.01 Whereas it is the desire of both parties to this agreement:

- (1) To maintain and improve the harmonious relations and settled conditions of employment between the Employer and the Union;
- (2) To recognize the mutual value of joint discussions in matters covered by this Agreement pertaining to working conditions and employment;
- (3) To encourage efficiency in operation;
- (4) To promote the morale, well-being, and security of all the employees in the bargaining unit of the Union.

1.02 And whereas it is now desirable that methods of bargaining and matters pertaining to the working conditions of the employees be drawn up in an agreement. Now, therefore, the parties agree as follows:

ARTICLE 2 – RECOGNITION AND NEGOTIATIONS

2.01 The Employer recognizes the Canadian Union of Public Employees and it's Local 1287 (Town of Pelham Unit) as the sole and exclusive Collective Bargaining Agent for all employees of the Town of Pelham working in the Public Works Department, save and except summer or co-operative Students actively enrolled in secondary and/or post-secondary education, Supervisors and those above the rank of Supervisor; all employees shall become members in good standing of the Union.

2.02 No employee shall be required or permitted to make any written or verbal agreement with the Employer or their representatives, which may conflict with the terms of this Collective Agreement.

2.03 The word "employee" in this Agreement shall mean a person whose job falls within the bargaining unit as defined in Section 2.01.

- (a) who is receiving wages from the Employer, directly, for work performed while on the active payroll of the Employer; or
- (b) who is on leave of absence, in receipt of L.T.D benefits, or on sick leave in accordance with the provisions of this Agreement, or

- (c) who is on lay-off with seniority rights to recall, to the extent of providing right of recall and right of grievance, as set forth in this Agreement.

2.04 TEMPORARY EMPLOYEES

Temporary Employees shall be those employees hired to cover temporary vacant positions which have been created because of sick leave, STD, LTD, WSIB, union leave, pregnancy and/or parental or adoption leaves and for temporary work assignments, with the exception of those exemptions as specified in article 2.01. A temporary employee shall not continue beyond a period of six (6) continuous months, except in the following circumstances:

- (a) with the written mutual consent of the employer, the employee, and the union President
- (b) to cover the full extent of any pregnancy and/or parental leave
- (c) to cover for employees on the first 30 months of disability and for employees transferred under article 10.06.

2.05 A temporary employee shall pay union dues in accordance with article 3 of this agreement. No temporary employee shall have the right to grieve with respect to discharge or lay-off nor shall such employee have bumping rights.

2.06 If a temporary employee is continued in employment as a permanent employee in the same position; the time served continuously in temporary employment shall be counted as part of their probationary service/seniority. Otherwise, the duration of the probationary period is 6 months from the start of their permanent employee status.

2.07 The wage rate for temporary employees will be as per Schedule A of this agreement.

2.08 Any Public Works vacancies will be offered to current qualified permanent employees, and if not filled in this manner, offered to qualified temporary employees currently on the Temporary Employees Service List with the organization, before the Employer may hire from outside.

2.09 On commencing employment or within a reasonable time thereafter, the employee's immediate supervisor shall introduce the new employee to the Unit Vice-President and/or their steward and

Health & Safety Representative(s). The employer will provide the Employee with a copy of the Collective Agreement at that time.

ARTICLE 3 – UNION SECURITY

- 3.01 The Town shall deduct from every employee any dues, initiations, or assessments as are uniformly levied in accordance with the Union constitution and/or by-laws and owing by the employee to the Union. The Union will provide the employer with a copy of such relevant by-laws, and any changes thereto as they may occur.
- 3.02 Deductions shall be made from each pay and shall be forwarded to the Secretary-Treasurer of the Union not later than the 15th of the month following.
- 3.03 Such dues will be deducted only after other demands against the employee's pay have been satisfied.
- 3.04 The employer will use its best endeavors to comply with the provisions of this article, but it is relieved by the Union of any and all responsibility and/or liability for deducting or failure to deduct such dues.
- 3.05 With the first transmission of dues, the Employer will deliver a list of the employees from whom deductions were made and the amount of the deductions, to the Secretary-Treasurer of the Union. With subsequent transmission, the Employer will show any changes in employees and/or deductions.
- 3.06 The Union will deliver to the employer a letter certified by a responsible officer of the Union as changes occur, setting out the amount of the monthly dues mentioned in section 3.01, and the name and address of the Secretary – Treasurer of the Union referred to in section 3.02.
- 3.07 At the same time that income tax (T-4) slips are made available, the employer shall enter on the amount of Union Dues paid by each Union member in the previous year.
- 3.08 Employees not covered by the terms of this agreement will not work on jobs which are normally done by employees covered by this Agreement except for the purposes of instruction, experimenting, emergencies or when a regular qualified employee is not available.

ARTICLE 4 – MANAGEMENT RIGHTS

- 4.01 The Union recognizes the right of the Employer to operate and manage its business in all respects in accordance with its obligations and in pursuance of its policies and to make and alter from time to time, rules and regulations to be observed by employees, which rules and regulations shall not be inconsistent with the provisions of this Agreement. A claim that an employee has been discharged or disciplined without just and proper cause may be the subject of a grievance and dealt with under the grievance provisions of this Agreement.
- 4.02 The Union acknowledges that it is the exclusive function of the Employer to:
- (a) maintain order, discipline and efficiency;
 - (b) hire, lay-off, classify, direct, transfer and promote employees; and to discharge, demote, suspend, or otherwise discipline employees for just cause; and
 - (c) generally to manage the enterprises in which the Employer is engaged and, without restricting the generality of the foregoing, to determine the work to be performed, the methods and processes to be employed, schedules of operations, the types and locations of equipment to be used and the number of persons to be employed and to introduce new or improved methods of providing services which may include combining services with other municipalities and public/private partnerships.
- 4.03 The Employer agrees that it will not exercise the foregoing functions as set out in 4.02 in a manner inconsistent with the provisions of this Agreement and a claim that the Employer has exercised any of these rights in a manner inconsistent with any of the provisions of this Agreement, may be subject of a grievance.
- 4.04 If there is to be re-organization or relocation of offices, departments or divisions resulting in the transferring of employees or any changes in the rules and regulations to be observed by the employees, such changes shall be made with prior notice to and discussion with the Union.

ARTICLE 5 – DISCRIMINATION

- 5.01 The Parties agree that every person has a right to equal treatment with respect to employment

without discrimination, interference, restriction or coercion exercised or practiced with respect to any employee by reason of race, political or religious affiliation, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, place of residence, marital status, same-sex partnership status, family status or disability nor by the reason of their membership or activity in the Union or that of any dependent of the employee.

5.02 HARASSMENT IN THE WORKPLACE

The employer's policies will be implemented in accordance with the Ontario Occupational Health & Safety Act.

5.03 Harassment is the engaging in a course of vexatious comment or conduct that is known or ought to be known to be unwelcome. The Ontario Human Rights Code gives every employee a right to freedom from harassment in the workplace because of sex, race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, record of offences, marital status, family status, handicap, by association, sexual preference, gender identity, gender expression, political or religious affiliation, place of residence, by reason of their membership or activity in the Union or that of any dependent of the employee.

ARTICLE 6 – UNION COMMITTEE AND STEWARDS

6.01 No individual employee or group of employees shall undertake to represent the Union at meetings with the Town without proper authorization of the Union. In order that this may be carried out, the Town will recognize:

- (a) A Union Committee of three (3) employees, one being the Unit Vice President, and the President of C.U.P.E Local 1287 or their representative for the purpose of renewing or amending the Collective Agreement.
- (b) A Grievance Committee of two (2) employees, and the President of C.U.P.E Local 1287 or their representative
- (d) A Union Committee of not less than two (2) employees, and the President of C.U.P.E Local 1287 or their representative for the purpose of the Labour Management meetings with the Town as set out in Article 6.03.

- (e) An Occupational Health and Safety Committee consisting of two (2) members of the Union and two (2) appointees of Management to operate as outlined in the Ontario Occupational Health and Safety Act.
 - (f) The Union shall have the right at any time to have the assistance of the representatives of the Canadian Union of Public Employees when dealing or negotiating with the Town.
- 6.02 The Stewards and members of the Union Committee shall have been placed on the Seniority List, except for the President of C.U.P.E Local 1287 who is elected at large within Local 1287 unless they are a bargaining unit member from the Town of Pelham. The Union shall notify the Employer in writing of the names of its officers, Unit Grievance Officer, Stewards and the Union Committee.
- 6.03 Meetings between the Employer and the Union Committee shall be held at times mutually agreeable to both parties. A statement outlining the matters for discussion will be submitted by each party not less than two (2) working days prior to the time of the scheduled meeting, except in cases of emergency.
- 6.04 The Unit Vice President of C.U.P.E Local 1287 or their representative, Unit Grievance Officer and Stewards have regular duties to perform on behalf of the Employer. No such employee will absent themselves from their regular duties unreasonably, in order to deal with grievances, or other Union business, nor will they leave their regular duties without receiving permission from their immediate non-union Supervisor. Such permission to leave will not be unreasonably withheld. When resuming their regular work, they will report to their immediate non-union Supervisor, and will give any reasonable explanation which may be requested with respect to their absence.
- 6.05 In accordance with this understanding, the Employer will compensate each of the Unit Vice President of C.U.P.E Local 1287 or their representative, Unit Grievance Officer and Stewards for this regularly scheduled work time spent in servicing grievances, arising from this Collective Agreement, and attending meetings between the parties, up to and including Step 2 of the Grievance Procedure and in reviewing and amending this Agreement up to the time an application is made for conciliation.
- 6.06 The Union will not engage in Union activity during working hours except as provided herein or hold

meetings at any time on the premises of the Employer without the permission of the Administration or the appropriate Committee.

ARTICLE 7 – NO STRIKES OR LOCKOUTS

7.01 Neither the Union nor any employee shall take part in or call, or encourage any strike against the Employer which shall in any way affect the operations of the Employer, nor shall the Employer engage in any lockout during any term or continuation of this Agreement. The words “strike” and “lockout” shall be interpreted as defined in the Labour Relations Act of the Province of Ontario.

ARTICLE 8 – GRIEVANCE PROCEDURE

8.01 Employees with a complaint shall first discuss such complaint with the immediate non-union Supervisor, within five (5) days of the event upon which the complaint is based. The immediate non-union Supervisor shall arrange for the presence of the employee’s steward if the employee so requests. Should redress to the complaint not be satisfactory to the employee, then a grievance may be filed by the employee, in writing, and the following procedure shall apply.

8.02 STEP 1

An employee shall within five (5) working days from the date of response indicating that the complaint was not resolved, file a grievance, which shall be signed by the grievor involved, with the immediate non-union Supervisor. The Supervisor shall, if requested by the employee, arrange for the presence of their steward. The Supervisor will give their decision in writing within five (5) days. The grievance shall be signed by the grievor and shall specify the facts and the section or sections claimed to be violated or relied upon and the decisions in Step 1 and 2 shall specify the facts and reasons upon which the decision is based.

8.03 STEP 2

If not then settled, the grievance may, within five (5) days, be submitted in writing by the Grievance Committee to the CAO to be dealt with a meeting under Section 6.03 to be held within five (5) days of submission or such subsequent date as mutually agreed between the parties. At Step 2, and at meetings provided for in Section 6.03 there may be present a representative of the Union if requested by either party. The decision of the Employer or the Union Committee in case of an Employer Grievance shall be given in writing within ten (10) days after the meeting at which it was discussed.

8.04 STEP 3

If not then settled and prior to a grievance being submitted to arbitration either party may request the assistance of a Grievance Mediation Officer. If the parties utilize this process, the time limits for a grievance to go to arbitration will be suspended until the day after the grievance mediation meeting. In the event the grievance is not resolved in mediation, the time limits will commence the day following said meeting.

- 8.05 (a) The Union shall be allowed to have a committee of two (2) employees in attendance during a grievance mediation meeting. In the event of grievance mediation meeting the Union president will be allowed to be in attendance. The cost of the Grievance Mediation Officer's services will be jointly shared by the parties.
- (b) If the grievance is still not settled, the Union will notify the Employer or vice versa within thirty (30) days of the reply in Step 3 of their desire to proceed to Arbitration.
- (c) The parties will each appoint an Arbitrator within five (5) days after the notification from the Union has been received and will promptly advise the other party of the name of their nominee.
- (d) The two nominees will then attempt to agree upon a Chairman, and if they cannot agree within a further fifteen (15) days then such Chairman shall be appointed by the Ontario Labour Management Arbitration Commission at the request of either party.
- (e) Each of the parties hereto shall bear the expense of the nominee appointed by it and the parties shall jointly bear the expense of the Chairman.
- (f) The Arbitrators shall not be authorized to alter, modify or amend any part of this Agreement, nor to make any decision(s) inconsistent with the provisions thereof.
- (g) The proceedings of the Arbitration Board will be expedited by the parties hereto and the decisions of the majority of such Board will be final and binding on the parties hereto.
- (h) No grievance shall be submitted for Arbitration which does not involve a question concerning

the interpretation, application, administration, or alleged violation of this Agreement. The party receiving notice of Arbitration may, within fifteen (15) days of its receipt, give written notice to the other party objecting that the matter is not arbitrable in that it does not involve an interpretation, application, administration, or alleged violation of this Agreement. In such case, the Arbitration Board shall endeavour to decide that question before dealing with the matter on the merits. However, such decision shall not be permitted to delay the proceedings so that further sitting is required. In such case, the Arbitration Board shall reserve judgement on the question of arbitrability and if it is decided that the matter does not involve an interpretation, application, administration or alleged violation of the Agreement, then the Arbitration Board shall not consider the matter further and the decision of the Employer or the Union Committee, in the case of an Employer Grievance, shall stand.

- 8.06 At any stage of the grievance procedure, including arbitration, the conferring parties may have the assistance of the employees concerned and any necessary witness. Advanced, written request to the immediate non-union Supervisor, as the case may be, is required in order to secure authorization for employees to be released from work to attend any meeting connected with this Clause.
- 8.07 Within ten (10) days of the event upon which the grievance is based, the employer or the Union may submit a policy grievance in writing to the other, alleging the violation of a term of this Agreement. Such a grievance shall set out the facts and the Section or Sections claimed to be violated or relied upon and the matter shall be dealt with in accordance with Step 2 and the balance of the grievance procedure. Policy grievances will concern differences between the parties which cannot be made the subject of a grievance by an employee. Group grievances concern the same differences between the parties by two or more employees. No grievance shall be submitted by the Union under this Section unless it directly involves more than one (1) employee.
- 8.08 Time limits in this Collective Agreement are mandatory. If a grievance is not submitted within the time limit provided, it shall be deemed to be abandoned unless mutually agreed upon between the parties that the time limits be extended.
- 8.09 In this Article 8, days shall exclude Saturdays, Sundays, and Paid Holidays.

8.10 As soon as possible after the Arbitration Board has been completed by the selection of a Chairman, it shall meet and hear the evidence and representatives of both parties and shall render a decision as soon as possible, the intention being that all decisions shall be given within thirty (30) days after the arbitration has been completed. The decision of the Arbitration Board shall be final and binding on both parties to the Agreement and, in the event that it is not possible for the Board to reach a majority decision, then the Chairman's decision shall be final and binding. Nothing in this article shall prevent the parties from agreeing to the appointment of a sole arbitrator that is acceptable to both parties.

ARTICLE 9 – DISCHARGE AND DISCIPLINE CASES

9.01 Whenever the Employer deems it necessary to discipline an employee, the employee shall be given such discipline in the presence of a Union Steward. The Employer shall, within seven (7) calendar days of such action, notify the employee, in writing, of the discipline awarded, with a copy to the President of C.U.P.E Local 1287.

9.02 A claim by an employee that they have been discharged or disciplined without just cause shall be treated as a grievance if a written statement of such grievance is lodged with the CAO within five (5) working days after the discharge or discipline, or within five (5) working days after the Union has been notified, whichever is the latter. In all such cases the grievance procedure shall be deemed to have commenced at Step 2.

9.03 If the grievance is not resolved by the parties, it shall proceed to Arbitration in accordance with the provisions of Article 8.05 of the Agreement.

9.04 Any disciplinary notation or warning in writing shall be deemed removed from an employee's record after a period of eighteen (18) months from the date of the discipline, in which they have not received any disciplinary action.

ARTICLE 10 – SENIORITY

10.01 A regular employee shall be placed on a seniority list after a probationary period of six (6) months of active employment in any twelve (12) month period. Upon successful completion of the probationary period, seniority shall date from the first day worked.

- 10.02 (a) The Employer shall prepare a Seniority List.
- (b) (i) A regular employee shall be an employee which the Employer expects will work the year round or has worked six (6) consecutive months, but the use of the word “regular” shall not mean a guarantee of year-round employment.
- (ii) A Temporary employee shall be an employee who is not a regular employee who shall not accrue seniority but will be placed on the Temporary Employees Service List for purposes of Article 2.04.
- (c) The Employer shall post a copy of this list and deliver a copy to the Union. This list shall be brought up to date as of May 15th and November 15th of each year and a copy shall be posted and a copy delivered to the Union. At any time during working hours, up-to-date seniority information shall be available to the Union President or their representative. Such lists shall show each employee’s classification.

10.03 Seniority and employment shall be terminated for any of the following reasons:

- a) If any employee quits;
- b) After twenty-four (24) consecutive months of lay-off;
- c) If any employee is discharged and the discharge is not reversed through the Grievance procedure;
- d) If an employee has been absent for five (5) consecutive working days without having been granted a leave of absence in accordance with Article 12;
- e) If an employee is laid off and fails to return to work within five (5) working days after being notified by registered mail to their last known address on the Employer’s records, to report for work and does not give a satisfactory reason;
- f) If an employee overstays a leave of absence granted by the Employer in writing and does not secure an extension of such leave or provide a reason satisfactory to the Employer for the overstay of such leave.

- 10.04 In dealing with promotions, demotions, filling of vacancies and transfers, the person with the greatest seniority who meets the minimum qualifications of the job classification shall be the successful applicant.
- 10.05 Employees shall work on jobs assigned to them by the Employer from time to time, provided that the procedure to make permanent transfers shall, subject to 10.04, be as follows:
- (a) Vacancies which the Employer intends to fill shall be posted internally for a period of four (4) working days, with the exception of the Engineering Technologist position which will be posted externally immediately. If no suitable candidate applies, the Employer will post the vacant position externally. First consideration will always be given to internal candidates who meet the minimum requirements outlined in 10.04.
 - (b) The posting shall show the position vacant, the requirements of the job, the location of the job and the wage rate applicable to the job.
 - (c) An employee may apply for a posted job setting out in detail the qualifications for the job. Upon the filling of a posted job, the Employer shall post the name and the seniority status of the successful applicant. Any employee applying for a vacancy filled by a person with less seniority may request and shall receive reasons why they did not get the job. Any such request shall be made through the People Services within five (5) working days of the filling of the vacancy and the answer shall be given within three (3) working days of the receipt of the request.
 - (d) The Employer shall be free to temporarily fill a vacancy immediately if it sees fit and no grievance may be filed under this Section 10.05 until the time for an answer under the Section 10.05(c) has expired.
 - (e) In this Section 10.05, vacancies shall mean those of long-term nature such as arise through terminations, new jobs or extended illnesses, etc., and shall include such vacancy resulting from the filling of a posted vacancy, but no subsequent vacancies arising from the original vacancy, however,

- (i) a vacancy known to be of specifically limited duration, will be filled in the manner deemed best by the Employer while giving due consideration to employees who have indicated previously their interest in the position; but if the job ceases to be of limited duration, it shall then be posted; and further,
 - (ii) persons with seniority rights to recall, on lay-off from the classification to be filled and qualified for the job in question, shall be recalled before the vacancy is posted.
 - (iii) The Employer shall give the Union thirty (30) days notice in writing of a decision to postpone filling, or not to fill a vacancy, as soon as such decision is made. If the vacancy has been posted, such notice shall be given not later than thirty (30) working days after the end of the posting period.
 - (iv) If postponement is due to inability to obtain a suitable employee from job posting, the Employer may consider subsequent application from employees who did not apply under job posting, but the provisions of job posting shall not apply to such applications.
 - (v) If postponement is for a definite period of time, then the job will be posted in the regular way when the vacancy is to be filled.
- (f) An employee accepted for a posted job shall be subject to a trial period of ninety (90) working days. Conditional upon satisfactory service, such transfer shall be confirmed after the successful completion of the assessment period. In the event the successful applicant proves unsatisfactory in the position during the aforementioned period, or if the employee finds the new position unsatisfactory, he shall be returned to his former permanent position without loss of seniority and wage or salary, within a reasonable period of time following written confirmation by People Services. The Union will receive a copy of this written confirmation. Such decision by either Party will not prejudice further consideration of the employee for any other vacancy.
- (g) An employee who accepts a temporary position outside of the bargaining unit subsequent to signing of this agreement for reasons other than replacing a person who is absent due to

illness, as defined in Articles 21 and 22, shall have such temporary assignment limited to a period not to exceed one (1) year unless mutually agreed otherwise by the parties. The employee shall return to their former permanent position upon completion of the temporary assignment and shall retain their seniority without any further accumulation from the time they worked outside the bargaining unit.

10.06 (a) No employee shall be promoted to a permanent position outside of the bargaining unit without their consent. If an employee is promoted to a permanent position outside of the bargaining unit, subsequent to the signing of this Agreement, they shall retain seniority without further accumulation from the time they commenced work outside of the bargaining unit, which shall not exceed six (6) months, unless mutually agreed otherwise by the Parties. Upon written notice stating the employee wishes to return to the bargaining unit, such an employee shall return to their former permanent position, if it still exists, or be permitted to exercise their seniority rights and return to the bargaining unit to a position for which they have the necessary qualifications.

(b) An employee who accepts a temporary posted position outside of the bargaining unit subsequent to the signing of this Agreement for reason other than replacing a person who is absent due to illness, as defined in Article 22, shall have such temporary assignment limited to a period not to exceed six (6) months unless mutually agreed otherwise by the Parties. The employee shall return to their former permanent position upon completion of the temporary assignment and shall retain seniority without further accumulation from the time they worked outside of the bargaining unit.

10.07 A layoff shall be defined as a reduction in the workforce which causes an employee to become surplus to the employer's requirements. In the event of a layoff, employees shall be laid off in the reverse order of seniority within the position as set out in Schedule A, in which the surplus to requirements occurs. An employee about to be laid off may bump any employee with less seniority, providing the employee who is exercising the right is qualified to perform the work of the employee with less seniority. When work becomes available, such employees shall be recalled in the order of their seniority provided that they possess the necessary qualifications for such work.

An employee of the bargaining unit who is to be laid off will be notified, in writing by the Town, twenty-one (21) working days prior to layoff date. If the employee to be laid off has not been given

the opportunity to work for these twenty-one (21) full working days, they will be paid for the regularly scheduled time not worked.

ARTICLE 11 – TRANSFERS

11.01 (a) A PERMANENT TRANSFER is where an employee is required to be reclassified to a different job as a result of

- (i) Job Posting; or
- (ii) A reduction in the work force.

(b) A TEMPORARY TRANSFER is a job transfer other than a Permanent Transfer, where an employee is required to be re-classified to a different job as above; and following which they expect to return to their regular job with which they are still classified.

11.02 An employee who is temporarily transferred or performs the principal duties of a higher paid position for more than one (1) hour shall then receive the rate for the job which is consistent with the employee's service with the Town. Principal duties are defined as the main, major, or most important duties that the position performs. When an employee is assigned to a position paying a lower rate, their rate shall not be reduced, provided that such assignment is not classed as a demotion.

11.03 Payment for permanent transfers, as a result of either a reduction in work force or a job posting, will be according to the normal rate for that classification which is consistent with the employee's service with the Employer. If and when a qualified employee reverts to one of their previous classifications, payment will be according to the normal rate for that classification which is consistent with the employee's service with the Town.

ARTICLE 12 – LEAVE OF ABSENCE – VARIOUS

12.01 BEREAVEMENT LEAVE

Leave of absence shall be granted with pay for attendance at the funeral and for bereavement purposes as follows:

- 5 days – Death of spouse, son, daughter, brother, sister, parent, step-parent, step-child
- 3 days – Death of mother/father-in-law, guardian, grandparents, grandchild.

- 2 days – Death of brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent- in-law.
- 1 day - Aunt, Uncle, Niece, Nephew

An employee shall be granted four (4) hours paid leave and up to four (4) hours unpaid leave to actively participate in a funeral service.

12.02 FUNERAL OF EMPLOYEE

The Unit Vice-President of CUPE Local 1287 or their representative shall be allowed up to two (2) hours with pay to attend the funeral of an employee covered by this Agreement.

12.03 MATERNITY LEAVE

Upon written request, leave of absence without pay and without loss of seniority shall be granted in accordance with the Employment Standards Act. The employee returning to work after maternity leave shall provide the Town with at least two weeks' notice. On return from maternity leave, the employee will be placed in their former position. In the event that an employee does not return to work from a maternity leave, employees who are filling vacancies caused by the maternity leave shall have their preference as to whether they maintain their position or return to their former position.

12.04 PREGNANCY AND PARENTAL LEAVE

Pregnancy and parental leaves will be granted in accordance with the Employment Standards Act.

12.05 ADOPTION LEAVE

An adoptive parent will be granted adoption leave without pay and without loss of seniority for a period not to exceed thirty-five (35) weeks commencing from the date of the placement of the adopted child. The employee will provide written notice of intention to adopt which shall be given to the Town at least three (3) months in advance, recognizing that the date of the placement may not be known until immediately before the placement date.

12.06 FAMILY MEDICAL LEAVE

Family medical leave is unpaid, job-protected leave of up to eight (8) weeks in a 26 week period. Family medical leave may be taken to provide care or support to certain family members and people who consider the employee to be like a family member in respect of whom a qualified health practitioner has issued a certificate stating that he or she has a serious illness with a significant risk of death occurring within a period of 26 weeks.

12.07 CRITICALLY ILL CHILDCARE LEAVE

Critically ill childcare leave is unpaid, job-protected leave of up to 37 weeks that can be taken by an employee to provide care or support to a critically ill child of the employee. An employee is eligible to take this leave if he or she has been employed by the Town for at least six consecutive months. A qualified health practitioner must issue a certificate stating that the child is a critically ill child who requires the care of support of one or more parents and setting out the period during which the child requires the care or support.

12.08 CRIME-RELATED CHILD DEATH OR DISAPPEARANCE LEAVE

Crime-related child death or disappearance leave is unpaid, job-protected leave available if a child of the employee dies or disappears and it is probable, considering the circumstances that the child died or disappeared as a result of a crime. An employee is eligible to take this leave if he or she has been employed by the Town for at least six consecutive months. An employee may take a leave of up to 104 weeks with respect to the death of a child and up to 52 weeks with respect to the disappearance of a child.

12.09 ORGAN DONOR LEAVE

Organ donor leave is unpaid, job-protected leave for the purpose of undergoing surgery to donate an organ to a person. Generally speaking, you may take leave for up to 13 weeks. However, you may extend the leave for up to an additional 13 weeks, if you are not yet able to perform the duties of your job because of the organ donation, and this is supported by a certificate provided by a legally qualified medical practitioner. For the purposes of this leave, short-term disability will cover 100% of the full-time employee's salary for the duration of the recovery.

12.10 BONE MARROW DONATION LEAVE

Bone marrow donation is not a job-protected leave under the Employment Standards Act; however, in keeping with our goal to support employees who wish to donate, the Town of Pelham will support any full-time employee who wishes to take a leave of absence for the purpose of bone marrow donation. For the purposes of this leave, short-term disability will cover 100% of the full-time employee's salary for the duration of the recovery.

12.11 ELECTION DAY LEAVE

Employees shall be entitled to three (3) consecutive hours off for the purpose of voting in any federal, provincial, or municipal election or referendum. If the normal hours of employment do not permit this, such additional time shall be given at the convenience of the Town as may be necessary to provide such three (3) hours while the polls are open. The employees shall suffer no loss of pay for such absence.

12.12 VETERANS LEAVE

When an employee is absent when called by the Canadian Pension Commission or when directed to report to a military hospital for observation, examination, or treatment, in connection with a disability sustained as a result of military service, the Town shall continue to pay the employee's normal salary or wage for such period of absence less any allowance or gratuity other than for transportation and meals received by the employee from the Department of Veterans' Affairs. Employees shall be required to present a Veterans' Affairs chit for time detained.

12.13 JURY DUTY

The Town shall grant leave of absence with continuation of seniority to an employee who serves as a juror or witness in any court. The Town shall pay such an employee the difference between their normal earnings and the payment they receive for jury services or court witness, excluding payment for travelling, meals or other expenses will not be covered. The employee will present proof of service and the amount of pay received.

12.14 WITNESS SUBPOENA

If you are a permanent, active, full-time employee and receive a summons or subpoena to appear as a witness in a court proceeding, you will receive your regular pay on the day you are required to appear. Please advise your direct supervisor in writing as far in advance as possible.

12.15 RESERVIST LEAVE

All employees who are in the Canadian Forces Reserve and who are deployed to an international operation or to an operation within Canada that is or will be providing assistance in dealing with an emergency or its aftermath (including search and rescue operations, recovery from natural disasters such as flood relief, military aid following ice storms, and aircraft crash recovery) are entitled to unpaid leave and job protection for the time necessary to engage in that operation. In the case of an operation outside Canada, the leave would include pre-deployment and post-deployment activities that are required by the Canadian Forces in connection with that operation. An employee is eligible to take this leave if he or she has been employed by the Town for at least six consecutive months. Please advise your direct supervisor in writing as far in advance of the deployment date as possible along with your branch of service and details of the assignment.

12.16 THE EARLY AND SAFE RETURN TO WORK PROGRAM

This program has been established to assist employees who have suffered a work-related or non-occupational injury or illness to return to productive employment as soon as possible either in a full or modified work capacity. Your Director and People Services will work with you and your health care provider to create an appropriate and effective return-to-work program.

12.17 Where an employee is requested by the Town of Pelham to undertake participating in education course(s), the Town of Pelham will assume all expenses associated with the course(s). When it is necessary to write an examination following completion of a course of study approved through the Town's Training and Development Policy, time off without loss of pay or seniority will be granted, sufficient time to write such an examination.

12.18 Outside workers shall be granted one-half (1/2) day of paid leave for the purpose of obtaining and/or maintaining a Class DZ license when required. Paid leave shall not extend to repeat attempts after an initial unsuccessful attempt. Proof of successful completion shall be provided for insertion in the employee's personnel file.

12.19 When leave of absence is required to write an examination following completion of a course not previously approved through the Training and Development Policy, the employee concerned may apply in writing to their non-union Supervisor. Such leave of absence with or without pay and without loss of seniority will be granted if, in the judgement of the Town, the course of study is appropriate.

12.20 The Town will grant leave of absences without pay and without loss of seniority provided such leaves are for good and sufficient reason and can be granted consistent with the requirements of the Town. Requests shall be made in writing and shall be submitted to the Department Head in advance of the commencement of the leave, unless the circumstances make it impossible to do so, in which case, the employee shall report the reason for their absence as soon as possible. Replies shall be in writing and shall include the reason if the request cannot be granted.

12.21 UNION LEAVE

Upon receipt of one month's notice in writing, the Town shall grant leave of absence without pay and without loss of seniority to an employee who is elected or selected for a full or part-time position with C.U.P.E., the Ontario Federation of Labour or the Canadian Labour Congress, for a period of up to three (3) years. Such leaves shall be limited to a maximum of one (1) employee. If their former position is not available, the employee shall be entitled to return to their former position at the expiration of the period or to another position in accordance with their ability and seniority.

12.22 UNION AFFAIRS

Upon written application, employees elected or appointed to attend conferences and conventions or to conduct the Union's affairs shall be granted leave of absence without pay for the same, provided such leaves can be granted consistent with the requirements of the Town. "Such leaves shall not be unreasonably withheld." The Town will continue to pay the employee's salary and benefits and invoice the Union for the same.

12.23 When an Employee has been absent for seven (7) or more calendar days due to illness or leave of absence and their date of return was not definite, they must advise their immediate Supervisor when they will be returning to work at least forty-eight (48) hours before their intended return.

12.24 An employee shall be allowed the necessary time off with pay for a court appearance to process their Canadian citizenship application.

ARTICLE 13 – BULLETIN BOARDS

13.01 The Town agrees to the posting of Union notices on bulletin boards and/or internal electronic mail system. Such notices shall relate to appointments, meetings, elections, conventions of the Union, Union social and recreational affairs.

ARTICLE 14 – WAGES

14.01 The Employer agrees to pay and the Union agrees to accept the wage rates set out in Schedule “A” attached to and forming part of this Agreement.

14.02 Employees are paid biweekly on Thursdays via direct deposit into their bank account and receive pay stubs electronically via email.

14.03 The principle of equal pay for equal work shall apply regardless of sex.

14.04 The Town shall pay fees for any employee who is required by the Town to be a member of an association or other organization.

14.05 When requested by the Town and authorized by the immediate supervisor to use their personal automobile for Town business, employees who do so will be reimbursed at the rate established by the Regional Municipality of Niagara. All mileage shall be approved by the non-union supervisor designated and submitted to the Finance Department for payment each month.

14.06 Every employee shall be authorized to complete a daily timesheet and for the purpose of inputting overtime, vacation, sick leave etc. and will be allowed five (5) minutes per day to complete the task.

ARTICLE 15 – HOURS OF WORK AND OVERTIME

15.01 Full-time employees in the Public Works Office, Municipal Office and Engineering are expected to work seventy (70) hours over a two-week period. The regular daily shift shall be seven (7) hours, with an additional one-hour unpaid meal break. Employees shall be entitled to a fifteen (15) minute rest period during each half of their normal daily shift. Standard Hours of Work shall be 8:30 a.m. to 4:30 p.m. Monday through Friday.

15.02 Full-time employees in Public Works Operations, Roads, Water/Wastewater, Fleet, Facilities

Maintenance and Beautification are expected to work eighty (80) hours over a two-week period. The regular daily shift shall be eight (8) hours, with a thirty (30) minute unpaid meal break. Employees shall be entitled to a fifteen-minute rest period during each half of their normal daily shift.

Standard Hours of Work shall be 7:00 a.m. to 3:30 p.m. Monday through Friday.

- 15.03 Flex or compressed time will be authorized from time-to-time upon mutual agreement between the employees and the appropriate Department Head/designate.
- 15.04 It is agreed that hours worked used to determine if an employee has qualified for overtime pay shall include regular hours, paid holidays, vacation, sick time, lieu time taken and bereavement leave.
- 15.05 a) It is agreed and understood that when an employee works a shift that exceeds the normal shift as set out in Articles 15.01 and/or 15.02 that additional hours worked will be treated as overtime and paid in accordance with the provisions of Article 15.
- b) When overtime is required, which is continuous from normal working hours, the employees currently on site shall be the first to be offered the overtime. If the employees currently on site are unable to remain at work, overtime shall be offered in accordance with 15.08 b.
- 15.06 (a) All overtime must be approved in advance by a Department Head/designate before it is worked. Overtime for clerical employees who work in excess of seventy (70) hours and overtime for outside workers who work in excess of eighty (80) hours in a two-week period shall be compensated at a rate of (1 ½) times the employee's regular hourly rate of pay for all hours worked in excess of the seventy (70) hours for clerical employees and eighty (80) hours for outside workers. Double time will be applied to any hours worked on Sunday or Holiday.
- (b) Should an employee be called into work overtime, the employee shall receive a minimum call-in time of three (3) hours at time and one-half of the regular hourly rate.
- (c) Notwithstanding the provisions of subsection (b) should an employee be called into work on

a Sunday or Holiday, the employee shall receive a minimum call-in time of three (3) hours at two times the regular hourly rate.

- (d) Should an employee be required to work more than two (2) hours overtime immediately following their regular scheduled shift they will be provided a meal allowance of \$20.00.
- (e) There will be a minimum payment of one (1) hour overtime for continuation of workday.

15.07 Time off in lieu of overtime may be granted as follows:

- a) Time off in lieu will be granted equal to the rate of overtime (i.e. 8 hours of overtime = 12 hours time off in lieu). On a Sunday or Holiday, lieu time will be granted at double time (i.e. 8 hours of overtime = 16 hours time off in lieu).
- b) Time off in lieu banks will not exceed ninety-six (96) hours per year (after which overtime will be paid).
- c) Sixty percent (60%) of the total time off in lieu not used by December 31st will be paid out at the appropriate rate on the first pay cheque of the subsequent calendar year unless the employee submits in writing prior to December 31st to carry any remaining lieu time to be used the following year to a maximum of forty (40) hours per year.

Time off in lieu may be granted at the discretion of the Department Head/designate..

15.08 Management acknowledges the Union's desire to be offered opportunities for overtime distributed as equitably as possible.

The Union acknowledges management's right to provide service to the municipality in the most cost-effective, efficient, and safe manner as possible.

- (a) An employee is expected to be available for overtime, if and as required, subject to the following. The employee will provide to the Employer one primary number for the purpose of distributing overtime opportunities. The primary number shall be either a Town-issued cell phone, radio, or pager. The employee will be expected to call back the Employer within five (5) minutes of a call or page to determine availability for overtime opportunities. Should the Employer not receive a return call within the five (5) minute time period, the Employer shall contact the next eligible employee(s) on the call-out list.
- (b) When overtime is required, it shall be offered based on job classification and seniority:

- (i) The first employee to be called in shall be regular employees in the job classification.
- (ii) The next to be called in are regular employees who are qualified, capable and willing to perform the work.
- (iii) If additional employees are still required, the next to be called in are contract or part-time employees who are qualified, capable, and willing to perform the work.

(c) Unless the employee has notified his/her Department Head/designate that they are otherwise available (in writing), an employee who is on vacation or other approved leave, is considered to be unavailable for the purposes of distribution.

(d) A list of overtime worked and/or credited will be posted on a bi-weekly basis.

15.09 If outside work is halted during working hours by reason of inclement weather conditions, the Town shall provide indoor work for outside staff. If indoor work is not available, no loss of pay shall result by reason of the provisions of this clause.

When the employer has declared that Offices are closed due to unforeseen circumstances, i.e. inclement weather conditions, power failures, etc. employees operationally required to work or will be delayed in arriving to the workplace or sent home shall receive full pay for the day.

ARTICLE 16 – EMPLOYMENT AS AFFECTED BY CONTRACTING-OUT

16.01 Without restricting its right to determine the method by which municipal services are to be provided, the Employer agrees that if the introduction of new equipment, the contracting out of services, the planned cessation of operations, or local government re-organization resulting from a decision of the Employer makes it necessary to displace employees with more than two years' seniority as at the date of lay-off, no such employee shall be laid off or have their employment terminated, unless they cannot be employed satisfactorily either through the normal exercise of seniority or after reasonable on-the-job training for vacancy that arises in the unit during the period of notice. The period of notice under any of the forgoing circumstances shall be a minimum of six (6) months. Should termination occur under this Section, a severance allowance shall be paid in an amount which, when taken together with any sick leave gratuity due, shall equal two (2) weeks salary for

each completed year of active employment to a maximum of twenty-six (26) weeks. Payment shall not be made more than once for the same years of service.

16.02 In the event that the Town contemplates the contracting out of any services normally provided by members of the Bargaining Unit and which could possibly result in lay-off of permanent employees, the Town shall provide the Union with sixty (60) days advance notice and agrees to enter into discussions with the Union.

16.03 In the event that the Town should introduce new methods or machines, “previously” approved training or study courses will be arranged where practicable. The Town shall reimburse each employee who successfully concludes any such required training or study course or the cost of tuition and textbooks.

ARTICLE 17 – VACATIONS

17.01 (i)

<i>Length of Service</i>	<i>Vacation Entitlement</i>
Less than 1 year	1.25 day for each full month of service (to a maximum of 3 weeks (15 days))
1 year but less than 8 years	3 weeks (15 days)
8 years but less than 15 years	4 weeks (20 days)
15 years but less than 24 years	5 weeks (25 days)
24 years but less than 30 years	6 weeks (30 days)
30 years +	7 weeks (35 days)

(ii) Part-time and temporary employees of the Town who are permanently transferred to a regular full-time position in the bargaining unit will have their length of service calculated at the time of transfer on the following basis:

Inside Workers: 1,820 hours equals one (1) year of service
(based on a 35-hour work week).
Outside Workers: 2,080 hours equal one (1) year of service
(based on a 40-hour work week)

Thereafter, service will be calculated December 31 of each year.

- 17.02 Vacation weeks shall be taken within the year immediately following the year during which the vacation weeks were earned. All vacation weeks and vacation pay shall be based on a year that commences on January 1st and ends December 31st.
- 17.03 Vacation times shall be mutually agreed between the employee and the employer and granted on the basis of seniority. An employee may not take more than two (2) weeks consecutive vacation at any one time without approval of the designated department head.
- 17.04 The Employer may approve Sick Leave to be substituted for vacation where it is satisfied that an employee has become incapacitated by sickness or accident while on vacation.
- 17.05 The vacation pay to which a deceased employee was entitled at the time of their death shall be paid to their estate.
- 17.06 Temporary employees shall be entitled to vacation pay in accordance with the requirements of the *Employment Standards Act*.
- 17.07 Any unearned vacation taken prior to leaving the employment of the Town shall be deducted from the last pay cheque of the employee.
- 17.08 Up to one week of an employee's annual vacation may be accumulated for use in the following vacation year if prior approval has been obtained from the employee's Supervisor.

ARTICLE 18 – PAID HOLIDAYS

- 18.01 Employees shall be granted the following holidays with pay at his or her normal hourly or salaried wage rate:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday	December 24 th (half-day)
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	December 31 st (half-day)

Providing the employee works the regular shift prior to, and after the holiday, unless excused by his/her Department Head/Designate; and

Plus one (1) Floater Holiday for Day of Truth and Reconciliation.

18.02 An employee who is scheduled to work on the day of observance of one (1) of the paid holidays;

a) and who works on such paid holiday, shall receive in addition to the pay provided in Section 18.01

i) the paid holiday is observed on a Sunday or any Holiday, in which case they shall receive double time their wage rate for all hours worked on the paid holiday.

b) and who does not work on such paid holiday, shall not receive the pay provided in Section 18.01 unless excused in writing by the Department Head.

c) An employee who is not scheduled to work but who is called in to work on the day of observance of a paid holiday shall be paid at two (2) times their wage rate for all such hours worked.

Consideration will be given to a day off with pay in lieu, consecutive with normal working days off; and such day shall not be later than the employee's next annual vacation, and such lieu day substituted shall be the paid holiday for that employee.

18.03 If a paid holiday is observed during an employee's vacation, such employee shall be given another day's vacation with pay at a time subject to suitable arrangements being made.

18.04 Should any of the holidays enumerated in Article 18.01 fall on a Saturday or Sunday, the Monday following shall be observed unless there is a mutual agreement of the parties in writing to observe another day.

18.05 Employees who are on layoff, strike, lockout or absent because of a leave, accident or injury are not entitled to any pay for a holiday that may occur during such absence.

18.06 Holiday pay shall be determined based on the employee's normal hourly rate times his/her regular daily hours of work.

ARTICLE 19 – HEALTH BENEFITS & PENSION FUND

19.01 For the duration of this agreement the Employer agrees to provide the following benefits:

1	Group Life Plan	1 ½ times salary to a maximum benefit of \$300,000.		
2	Accidental Death & Dismemberment	Equal to the Group Life Insurance amount for all employees		
3	Short-Term Disability	Length of Service	100% of Salary	75% of Salary
		3 months but less than 2 years	1 week	16 weeks
		2 years but less than 3 years	2 weeks	15 weeks
		3 years but less than 4 years	4 weeks	13 weeks
		4 years but less than 5 years	6 weeks	11 weeks
		5 years but less than 6 years	8 weeks	9 weeks
		6 years but less than 7 years	10 weeks	7 weeks

		7 years but less than 8 years	12 weeks	5 weeks
		8 years but less than 9 years	14 weeks	3 weeks
		9 years but less than 10 years	16 weeks	1 week
		10 yrs +	17 weeks	0 weeks
4	Long-Term Disability	75% of monthly earnings to a maximum of \$9,000.		
5	Major Medical	Prescription Drugs: 100% Hospital: 100% Health Care Practitioners: 100% Other Medical Expenses: 100% Out-of-Province Medical Referral: 100% Travel Insurance and Assistance: 100% Travel Cancellation Insurance: 100% No deductible. Please see Employee Benefit Handbook for details.		
6	Dental Care	Basic Dental Care and Routine Dental Care: combined maximum of \$1,500 per insured per calendar year Dental Restorative Services: \$1,000 per insured per calendar year Basic Dental Care: 100% Routine Dental Care: 100% Dental Restorative Services: 50% No Deductible		

		Current fee guide, less one year, for general practitioners in the province where the expenses were incurred. Please see Employee Benefit Handbook for details. *increase check up and cleaning to six months
7	Vision Care	\$450.00 every two years. Vision care benefit may be used for corrective lenses and/or corrective surgery.
8	Eye Exams	\$100.00 every two years to cover the cost of eye exams.
9	Orthodontics	50% to a \$1,500.00 lifetime maximum

The Union recognizes that certain benefits are not available to employees over the age of 85 and Provincial benefits may apply to such employees rather than Town benefits. Such benefits shall be reinstated if they become available from Town benefit providers. In lieu of these benefits an amount equal to the premium paid on behalf of the employee will be paid to the employee as part of their payroll until such time as the employee ceases to be employed by the Town. In the event of the Town changing Benefit Providers during this agreement, ALL benefits shall remain equivalent or greater than those provided under this agreement for workers over the age of 85.

19.02 RETIREE BENEFITS

For bargaining unit members who have a total credited service of twenty-five years or greater under the Ontario Municipal Employees Retirement System, ten (10) of which are credited service years with the Employer, a retiree meeting these requirements will be provided entitlement to the Extended Health Care Plan, shall receive 100% benefits to the age of 65. The combined maximum for the retiree and enrolled spouse or until the retired employee attains 65 years of age, whichever the earlier will be \$12,500.

Notwithstanding the above, a retiree or their enrolled spouse may transfer all or part of their remaining lifetime allowance to their enrolled spouse upon providing a written and signed authorization satisfactory in form to the Town and subject to the retiree remaining eligible for said benefits. Under no circumstances is any retiree’s family entitled to more than a total of \$25,000 under this clause.

- 19.03 That the present Pension Plan (OMERS) now in force for employees is to be continued, and each full-time employee covered under the provisions of this agreement is required to become a member of the Pension Plan. Seasonal and Temporary part-time employees shall be given the opportunity to become a member of the Pension Plan (OMERS) subject to meeting OMERS eligibility requirements.
- 19.04 The Town agrees to provide to employees who retire with an OMERS pension and a minimum of 10 years of service with the Town the following benefits until they reach the age of 65 years.
- (a) Life insurance to age 65 and the employee shall have the right to covert his/her term policy at age 65, but the Town will not pay any premium past the age of 65.
 - (b) The Town will provide major medical and vision care (excluding dental care) to age 65 on the understanding that the person so retired shall be bound by the terms of the policy as negotiated from time-to-time with the Union.
- 19.05 Should the employer elect to change benefit carriers, the level of benefits must be comparable to current benefit levels.

ARTICLE 20 – SICK LEAVE PLAN

- 20.01 An employee shall be entitled to sick leave in each calendar year with standard pay for time when a family member for which they are the primary caregiver is ill or they are ill and unable to work and/or for personal or medical appointment time:

Inside Workers – 84 hours

Outside Workers – 96 hours

Employees who are hired part way through the calendar year will be entitled to a pro-rated amount of sick leave.

ARTICLE 21 – HEALTH AND SAFETY, UNIFORM ALLOWANCE

- 21.01 The Union and the Employer agree to cooperate in the promotion of safe working habits and conditions. The Union and the Employer agree to continue providing a Joint Health & Safety Committee pursuant to the *Occupational Health and Safety Act*.

- 21.02 The Union shall be notified immediately of each accident or injury requiring a Workplace Safety & Insurance Board report. The form of notification shall be in accordance with legislative requirements.
- 21.03 An employee who is injured during working hours and is required to leave for treatment or is sent home as a result of such injury shall receive payment for the remainder of the shift at their regular rate of pay without deduction from sick leave unless a doctor or nurse states that the employee is fit for further work on that shift.
- 21.04 Transportation to and from the nearest physician or hospital shall be at the expense of the Employer for employees requiring medical care as a result of an accident at work.
- 21.05 (a) All employees party to this agreement shall be required to wear C.S.A. approved hardhats and safety shoes while performing their duties.
- (b) Effective January 1, 2024 and each January 1st of every year thereafter, the Town will pay an employee once each calendar year three hundred dollars (\$300) towards the purchase of C.S.A approved safety footwear to each employee who is required by the Town to wear such footwear when performing their daily normal and regular work duties.
- (c) The Employer shall supply for each outside employee, on an as needed basis: hard hats, work gloves, necessary raingear, and C.S.A. approved rubber boots and chainsaw pants.
- (d) The Employer shall supply regular employees with an annual work wear spending account in the amount of six hundred dollars (\$600). Clothing shall be purchased through the Corporation's preferred supplier.
- The Employer will provide an adequate supply of work-related clothing and safety equipment for seasonal employees on an annual basis. The value will depend on the season on which they are being hired, and the duration and nature of their employment.
- (e) All employees shall be required to wear proper eye protection when performing duties, which may create a hazard or danger to eyes. The Town will supply the appropriate eye protection.
- (f) The Town shall keep such clothing in good repair, replacing such articles of clothing when they are no longer in good repair.

- (g) Winter work wear will be provided as necessary and required to perform the work duties.

ARTICLE 22 – TRAINING AND DEVELOPMENT

22.01 All full-time employees and permanent part-time employees (working a minimum of twenty-one hours per week) are encouraged to explore education and training opportunities available at local colleges, universities, or other accredited institutes. To qualify for financial assistance, your course selection must directly enrich your present or future job responsibilities. Please obtain approval from your Director before registering to ensure the course/class meets these requirements.

22.02 EMPLOYEE-INITIATED PARTICIPATION

Education courses will be eligible for financial assistance on 100% of tuition expenses, up to a maximum of \$300 per employee per year. Please contact your direct supervisor, department Director or the People Services department for details on reimbursement.

The employee must provide proof of successful completion (final transcript of marks or certificate of completion in a course(s) where there is no final examination) in order to be granted reimbursement for the course(s). If the Town pays for the course fee in advance, and the employee is unsuccessful, they are obligated to reimburse the Town in full within two (2) weeks of the end date of the program.

22.03 PARTICIPATION REQUIRING LEAVE OF ABSENCE

Where an employee requests a leave of absence for a period that exceeds one (1) week, the department Director, in conjunction with the CAO may grant such a request. If approved, the leave of absence will be without pay, unless otherwise stated by the department Director/CAO. Where an employee requests a leave of absence for a period of one (1) week or less, the Director, in conjunction with the CAO may grant such a request, with full pay.

22.04 ATTENDANCE AT CONFERENCES, SEMINARS & WORKSHOPS:

- a) APPROVAL: Approval for attendance at conferences, seminars and workshops will come from your direct supervisor. You should discuss with your direct supervisor as early as possible in order to ensure timely approval. This is particularly important when requests are made to

attend conferences outside of the Province of Ontario, as approval will need to go through a more extensive vetting process.

b) EXPENSES: The Town shall assume all allowable costs associated with attendance of approved activities:

- Registration Fees
- Transportation costs, in accordance with Town policy
- Meal cost - \$75 maximum per day (breakfast \$15.00, lunch \$20.00, dinner \$40)
- Accommodation expenses if the conference is more than 80km from the Town of Pelham Municipal Office
- Employees using their own transportation shall be paid the regular mileage rate. Employees are encouraged to consider cost efficiency when determining their method of transportation.
- The employee must submit to their Director an expense form (available from Account Payable), with all corresponding original receipts to receive full reimbursement.

22.05 MEMBERSHIPS, PROFESSIONAL FEES & SUBSCRIPTIONS:

The Town will undertake to pay for any training taken through regular conferences for professional certification or re-certification and/or any type of education in accordance with the prescribed task or responsibility.

If membership to an organization or association is a condition of employment, or contributes to the mandate of a department, the Town will pay for or reimburse membership and professional fees.

For staff requiring a DZ license as requirement of their job, the Town will provide reimbursement of mandatory medical examination costs to a maximum of \$150 every three (3) year period or five (5) year period as applicable.

ARTICLE 23 - AMALGAMATION

23.01 In the event that the Employer should merge, amalgamate, or combine any of its operations or functions with any other Municipality or organization, the Employer shall provide the Union and

affected employees at least six (6) months' notice. At the time of notice, the Employer shall also provide the Union with all relevant particulars pertaining to the merger. Upon such notification, the Parties agree to meet to discuss potential impacts on the employees of the Bargaining Unit. These discussions shall include but are not limited to pertinent financial and staffing implications.

The Employer agrees that in the event the Employer merges, amalgamates or combines any of its operations for functions with any other Municipality or organization, that it shall use its best efforts to obtain an agreement that will preserve the following rights of its employees:

- a) Credit for all accumulated seniority rights to be carried into employment with a new Employer;
- b) Full service credits with respect to vacations with pay and all other negotiated benefits;
- c) That the work and services performed by members of the Canadian Union of Public Employees Local 1287 shall continue to be performed by such members in the employ of the new Employer;
- d) That employees shall receive the better of their conditions of employment and wage rates under this agreement or the conditions of employment and wage rates obtained or in effect with the new Employer;
- e) The employer will endeavour to work within any agreement so that no employee shall suffer loss of employment as a result of such merger, amalgamation or combination of any of its operations or functions with any other Municipality or organization;
- f) That preference in location of employment in the service of the new Employer shall be on the basis of seniority.

ARTICLE 24 – NOTICES

24.01 It shall be the responsibility of the employee to keep the Employer informed of their current address and phone number.

24.02 Notice to a party to this agreement shall be addressed to:

(a) in the case of the Employer –

Town of Pelham
20 Pelham Town Square
Fonthill, Ontario L0S 1E0

(b) in the case of the Union –

CUPE Local 1287
133 Front Street North
Thorold, Ontario L2V 0A3

(c) with a copy to:

Canadian Union of Public Employees
110A Hanover Drive, Suite 101
St. Catharines, Ontario L2W 1A4

ARTICLE 25 – TERM OF AGREEMENT

25.01 This Agreement shall become effective January 1, 2024 and such agreement shall remain in effect until and including December 31, 2027 and thereafter shall continue in effect from year to year, unless not more than ninety (90) days or less than sixty (60) days prior December 31, 2027, or any anniversary of such date, either party gives written notice to the other party that it desires revision, modification or termination thereof.

25.02 In the event of notice being given, negotiations shall begin within the fifteen (15) days following receipt of notification.

25.03 Both parties shall adhere fully to the terms of this Agreement during the period of bona fide collective bargaining.

ARTICLE 26 – GENERAL

- 26.01 The Town shall make available to the Union, on request, information required by the Union regarding job descriptions of positions in the bargaining unit; job classifications; wage rates; and a breakdown of point ratings on job evaluation, pension, and welfare plans.

- 26.02 The Union and the Town desire every employee to be familiar with the provisions of this Agreement and his rights and duties under it. For this reason, the Town shall print sufficient copies of the Agreement within thirty (30) days of signing.

- 26.03 Whenever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used where the context so requires.

- 26.04 Payment of retroactive wages will be made to all employees on staff as of January 1, 2024.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized officers and representatives.

Signed Electronically this 14th day of February, 2024.

ON BEHALF OF THE
CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1287

ON BEHALF OF
THE TOWN OF PELHAM


Brianna Langohr (Feb 14, 2024 16:26 EST)
Brianna Langohr


Brian Smith (Feb 14, 2024 17:41 EST)
Brian Smith


David Cribbs


Paul Roman (Feb 14, 2024 17:04 EST)
Paul Roman


Maurice Gauthier (Feb 14, 2024 16:29 EST)
Maurice Gauthier


Leila Paugh (Feb 21, 2024 22:46 EST)
Leila Paugh

SCHEDULE A - WAGES

		3.25%				3.00%				3.00%				3.25%			
		2024				2025				2026				2027			
Band	Job Classification	Step 1	Step 2	Step 3	Step 4	Step 1	Step 2	Step 3	Step 4	Step 1	Step 2	Step 3	Step 4	Step 1	Step 2	Step 3	Step 4
1	Parks Operator	19.79	20.44	21.09	21.74	20.39	21.06	21.73	22.40	21.00	21.69	22.38	23.07	21.68	22.39	23.11	23.82
1	Operator in Training	19.79	20.44	21.09	21.74	20.39	21.06	21.73	22.40	21.00	21.69	22.38	23.07	21.68	22.39	23.11	23.82
2		24.24	25.05	25.84	26.65	24.97	25.80	26.62	27.45	25.72	26.57	27.42	28.27	26.56	27.44	28.31	29.19
3	Maintenance Support	28.68	29.63	30.58	31.52	29.54	30.52	31.50	32.47	30.43	31.44	32.45	33.44	31.42	32.46	33.50	34.53
3	Administrative Assistant	28.68	29.63	30.58	31.52	29.54	30.52	31.50	32.47	30.43	31.44	32.45	33.44	31.42	32.46	33.50	34.53
3	Grounds Maintenance	28.68	29.63	30.58	31.52	29.54	30.52	31.50	32.47	30.43	31.44	32.45	33.44	31.42	32.46	33.50	34.53
4	Casual Snowplow Operator	29.32	30.29	31.25	32.22	30.20	31.20	32.19	33.19	31.11	32.14	33.16	34.19	32.12	33.18	34.23	35.30
4	Cemeteries Attendant	29.32	30.29	31.25	32.22	30.20	31.20	32.19	33.19	31.11	32.14	33.16	34.19	32.12	33.18	34.23	35.30
5	Horticulturalist	30.99	32.01	33.03	34.05	31.91	32.97	34.02	35.07	32.87	33.96	35.04	36.13	33.94	35.06	36.18	37.30
5	Equipment Operator	30.99	32.01	33.03	34.05	31.91	32.97	34.02	35.07	32.87	33.96	35.04	36.13	33.94	35.06	36.18	37.30
5	Water Operator I	30.99	32.01	33.03	34.05	31.91	32.97	34.02	35.07	32.87	33.96	35.04	36.13	33.94	35.06	36.18	37.30
6		32.64	33.71	34.78	35.87	33.62	34.72	35.83	36.95	34.62	35.76	36.90	38.05	35.75	36.93	38.10	39.29
7	Fleet Mechanic	34.42	35.57	36.71	37.84	35.46	36.64	37.81	38.98	36.52	37.74	38.94	40.15	37.71	38.96	40.21	41.45
7	Water Operator II	34.42	35.57	36.71	37.84	35.46	36.64	37.81	38.98	36.52	37.74	38.94	40.15	37.71	38.96	40.21	41.45
7	Arborist	34.42	35.57	36.71	37.84	35.46	36.64	37.81	38.98	36.52	37.74	38.94	40.15	37.71	38.96	40.21	41.45
7	Engineering Technologist	34.42	35.57	36.71	37.84	35.46	36.64	37.81	38.98	36.52	37.74	38.94	40.15	37.71	38.96	40.21	41.45
8	Tradesperson	36.50	37.71	38.90	40.11	37.59	38.84	40.07	41.32	38.72	40.00	41.27	42.56	39.98	41.30	42.62	43.94
9		37.97	39.20	40.46	41.71	39.10	40.38	41.68	42.96	40.28	41.59	42.93	44.25	41.59	42.94	44.32	45.69

Note: Lead Hand: a lead hand, defined as any employee who is temporarily designated to direct five (5) or more employees, shall be paid \$0.40 above their current hourly rate.

LETTER OF UNDERSTANDING RE: STUDENT WORKERS

LETTER OF UNDERSTANDING

between

The Corporation of the Town of Pelham

(The “Employer”)

and

The Canadian Union of Public Employees (C.U.P.E) Local 1287

(The “Union”)

RE: Student Workers

- 1) Student positions may be hired for relief purposes and seasonal work during school vacation periods or to provide a cooperative training opportunity.
- 2) Students employed during school vacation period and/or on a cooperative training basis shall not be entitled to any rights and benefits of the Collective Agreement and employment shall be maintained in accordance with the Employment Standards Act.
- 3) Student positions will exist only to provide assistance to regular employees.
- 4) No students shall be employed while any regular employee is on layoff who is capable of and available to perform the work.
- 5) No students shall be provided overtime opportunities before it is offered to a regular employee.
- 6) The parties recognize that the presence of students in the summer months allows the employer to approve more vacation for employees because of the increased capacity to continue providing essential services during this high demand vacation period.

7) Students will not be utilized in place of creating additional permanent bargaining union positions.

Signed Electronically this 14th day of February, 2024.

ON BEHALF OF THE
CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1287

ON BEHALF OF
THE TOWN OF PELHAM


Brianna Langohr (Feb 14, 2024 16:28 EST) Brianna Langohr


Brian Smith (Feb 14, 2024 17:41 EST) Brian Smith


David Cribbs


Paul Roman (Feb 14, 2024 17:04 EST) Paul Roman


Maurice Gauthier (Feb 14, 2024 16:39 EST) Maurice Gauthier


Leila Paugh (Feb 21, 2024 22:45 EST) Leila Paugh

MEMORANDUM OF AGREEMENT RE: JOINT JOB EVALUATION

MEMORANDUM OF AGREEMENT

Between

The Corporation of the Town of Pelham

(The “Employer”)

and

The Canadian Union of Public Employees (C.U.P.E) Local 1287-16

(The “Union”)

RE: JOINT JOB EVALUATION

Whereas the parties jointly recognize the need to address the outstanding issue from recent collective bargaining regarding the Schedule ‘A’— Wages;

And whereas the parties agreed that the wage rate table shall be determined through the Joint Job Evaluation process;

The parties agree as follows:

The CUPE Gender-Neutral Job Evaluation Manual (Equipment Operation) will be used to evaluate all jobs according to the procedures outlined in the Job Evaluation Terms of Reference.

The rating manual is based upon four main factors: skill, effort, responsibility and working conditions. The four main factors and sub factors are weighted as follows:

Skill 36%

Knowledge 13%

Experience 13%

Complexity/Judgement 10%

Effort 19%

Concentration 6%

Physical Activity 6%

Equipment Operation 7%

Responsibility 35%

Accountability 11%

Safety of Others 7%

Leadership of Others 7%

Contacts 10%

Working Conditions 10%

Environmental Conditions and Hazards 10%

The parties negotiated 40-point band widths as follows:

- Band 1: 190-229 points
- Band 2: 230-269 points
- Band 3: 270-309 points
- Band 4: 310-349 points
- Band 5: 350-389 points
- Band 6: 390-429 points
- Band 7: 430-469 points
- Band 8: 470-509 points
- Band 9: 510-549 points

Attached as part of the Collective Agreement is the Wage Table 2024, 2025, 2026 and 2027.

Signed Electronically this 14th day of February, 2024.

ON BEHALF OF THE
CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1287

ON BEHALF OF
THE TOWN OF PELHAM


Brianna Langohr (Feb 14, 2024 16:26 EST) Brianna Langohr


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Maurice Gauthier (Feb 14, 2024 16:29 EST) Maurice Gauthier


Leila Paugh (Feb 21, 2024 22:46 EST) Leila Paugh

LETTER OF UNDERSTANDING RE: JOB EVALUATION - OUT OF SCHEDULE RATES

LETTER OF UNDERSTANDING

Between

The Corporation of the Town of Pelham

(The "Employer")

And

The Canadian Union of Public Employees (C.U.P.E) Local 1287-16

(The "Union")

RE: JOB EVALUATION - OUT OF SCHEDULE RATES

The Employer, notwithstanding the official rating for the job, shall establish an "out of schedule rate" for the Engineering Technologist position. A premium of \$4.29 per hour will be applied, regardless of step placement for each incumbent for the life of this collective agreement and to be renegotiated, if necessary, in the next collective agreement. Should the market premium not be negotiated in the next collective agreement, the wage rate for the job shall be adjusted to again reflect the job rating for the position. Any employee who was being paid at the "out of schedule rate" while working in the job shall continue to receive the "out of schedule rate" for a period of three (3) months following the Employer's written notice to terminate the "out of schedule rate". Following such time, the affected employee(s) shall have their current rate adjusted in accordance with the job rating for the position.

The Parties agree that the "out of schedule rate" as defined in the Job Evaluation Terms of Reference, is in conformity with the Pay Equity Act and Regulations.

Signed Electronically this 14th day of February, 2024.

ON BEHALF OF THE
CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1287

ON BEHALF OF
THE TOWN OF PELHAM


Brianna Langohr (Feb 14, 2024 16:25 EST)

Brianna Langohr


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Leila Paugh (Feb 21, 2024 22:46 EST)

Leila Paugh

LETTER OF UNDERSTANDING RE: VACATION AND LIEU TIME OFF REQUEST

LETTER OF UNDERSTANDING

Between

The Corporation of the Town of Pelham

(The “Employer”)

And

The Canadian Union of Public Employees (C.U.P.E) Local 1287-16

(The “Union”)

RE: VACATION AND LIEU TIME OFF REQUEST

This Letter of Understanding is made without prejudice and without precedent to the interpretation or application of the Collective Agreement, or any other agreements between the Parties, or to any similar dispute between the Parties.

The Parties agree to the following terms:

Employees shall submit time off requests greater than two (2) days, in writing, to their respective supervisor on or before February 1st. Such requests will be granted on the basis of seniority.

Employees shall submit their respective divisional supervisor with vacation or lieu time off request, in writing, utilizing the Public Works Time-Off Request Form on or before February 1st.

All vacation requests shall be subject to operational requirements and will not be unreasonably denied.

Vacation requests received after February 1st will be approved on a first come first serve basis.

The approving Supervisor will return the request to the employee within 5 business days. Employees must enter Vacation and Lieu time off prior to the end of the pay period in which the time off has been taken. Vacation and Lieu time off must be recorded on the employee’s time sheet.

A copy of the approved vacation schedule will be provided to the Public Works Administrative Assistant where it will be inputted into the Public Works Vacation Calendar named *CALENDAR-VACATION-PUBLICWORKS*.

Any difference in the application, implementation or interpretation of this Letter will be resolved in accordance with the Grievance Procedure.

Signed Electronically this 14th day of February, 2024.

ON BEHALF OF THE
CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1287

ON BEHALF OF
THE TOWN OF PELHAM


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