The Corporation of the Town of South Bruce Peninsula

By-Law Number 62-2017

Being a By-Law to Authorize the Mayor and Clerk to Sign the 2017-2020 Collective Agreement for Union Employees

Whereas Section 9 of the Municipal Act, 2001, c.25, as amended, confers that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

And whereas a Collective Agreement has been negotiated and agreed upon with the municipal unionized workforce;

And whereas the Corporation of the Town of South Bruce Peninsula is desirous of adopting said Collective Agreement;

Now therefore the Council of the Corporation of the Town of South Bruce Peninsula enacts as follows:

1. That the Mayor and Clerk are hereby authorized to sign the Collective Agreement as negotiated.

2. That the Collective Agreement referred to herein shall be attached hereto and form part of this by-law.

3. That this by-law shall come into full force and effect upon the final passing thereof.

Read a first and second time this 20th day of June, 2017.

Mayor

Read a third time and finally passed this 20th day of June, 2017.

Mayor

Clerk

Clerk
Collective Agreement

between

The Corporation of the

Town of South Bruce Peninsula

and -

SEIU Local 2

Brewery General and Professional Workers’ Union

Effective: April 1, 2017

Upon signing the contract is retroactive to the effective date above

Upon signing, all nionized employed prior to April 1, 2017 will receive $450.00 within 2 weeks, there will be payroll deductions

Expiry: March 31, 2020
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COLLECTIVE AGREEMENT

BETWEEN:

The Corporation of the Town of South Bruce Peninsula

(hereinafter referred to as the "Company" or "Employer")

- and -

S.E.I.U. Local 2, Brewery, General & Professional Workers' Union

(hereinafter referred to as the "Union")

Article 1 - PURPOSE

1.01 The purpose of this Agreement is to establish satisfactory relations between the Employer and its Employees, to provide the machinery for the prompt and equitable disposition of grievances and to establish and maintain satisfactory working conditions, hours of work and wages for all Employees who are subject to the provisions of this Agreement.

1.02 The parties further agree that the purpose of this Agreement is:

(a) to maintain and improve harmonious relations and settle conditions of employment between the Employer and the Union;

(b) to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions;

(c) to promote the morale, well-being and security of all Employees in the bargaining unit.
Article 2 - UNION RECOGNITION

2.01 The Employer recognizes the Union as the exclusive bargaining agent of all Employees of The Corporation of the Town of South Bruce Peninsula save and except supervisors, persons above the rank of supervisor, office, clerical and technical staff and students employed during the school vacation period.

2.02 The Employer undertakes that it will not, so long as the Union continues to be entitled to represent the Employees of the Employer, employed in the bargaining unit described in Article 2.01, enter into any other agreement or contract with the Employees, employed within the said bargaining unit, individually or collectively, which may conflict with the provisions of this Agreement.

2.03 Where a new job is established or where existing job duties are changed such that an Employee is incorrectly classified, the appropriate classification, wage rates, wage ranges and progression shall be negotiated and the applicable conditions of this Agreement shall apply. If no agreement is reached on the wage rate and/or progression, the matter may be submitted to arbitration. If a wage increase results, the same shall be retroactive to the date that the job duties were changed or the new job created.

2.04 Department Heads, Supervisors and all other personnel outside the bargaining unit shall not work on any jobs, which will reduce the normal hours of work of any regular Employee save and except in the case of an emergency.

2.05 Any Employee employed in a full time capacity as of the April 15, 2005 or earlier will not be laid off by the Employer during the term of the Collective Agreement.

2.06 The Employer will not lay off any full-time employees in 2017.

Article 3 - MANAGEMENT FUNCTIONS

3.01 The Union acknowledges the exclusive function of the Employer to generally operate and manage the Town of South Bruce Peninsula in accordance with its obligations and to maintain order, discipline and efficiency. Further, under the terms of this Agreement and subject to the provisions of this Agreement, to hire, discharge, suspend, transfer, promote, demote or discipline Employees for proper cause subject
to the right of the Employee concerned to lodge a grievance under the orderly procedure as outlined in this Agreement.

3.02 In exercising the management functions and in administering this Agreement, the Employer shall act responsibly, fairly, in good faith, and in a manner consistent with the agreement as a whole.

3.03 Without limiting the generality of the foregoing, a grievance shall include any dispute or difference arising out of the alleged arbitrary, discriminatory, bad faith or unreasonable treatment of members in respect to matters that are regulated expressly by provisions of this Agreement.

3.04 Refusal to comply with an order, directive or assignment related to Health and Safety that is agreed was unreasonable or otherwise improper shall not result in discharge or discipline and shall not be considered to be an act of insubordination.

Article 4 - UNION SECURITY

4.01 The Employer agrees that as a condition of employment all present and new Employees as described in 2.01, become and remain a member in good standing of the Union as of their first working day following their date of hire.

4.02 The Employer shall deduct from each Employee within the bargaining unit, from the first pay of each calendar month, the monthly dues that are levied by the Union in accordance with its constitution and by-laws. In addition the Employer agrees to deduct the sum of $1.00 from the September wage of each member of the bargaining unit for the Union Benevolent Fund. It shall be a condition of remaining in the employment of the Employer that each Employee authorize the Employer to make such deductions.

4.03 The amount of such dues shall be certified to the Employer by an authorized officer of the Union. In the event of a change of such amounts, not less than fourteen (14) days notice shall be given to the Employer.

4.04 The dues deducted from the pay of each full-time Employee, together with a record of those whose pay deductions have been made shall be remitted by the Employer to the Union not later than the 20th day of each month for the month in which they are deducted. Such records shall also include a monthly brief explanation (e.g.
employment terminated, leave of absence, etc.) regarding each Employee from whom dues have not been deducted.

4.05 Part time dues will be remitted to the Union by the 20th of the month following the month the dues are deducted. Further, when part time dues are remitted to the Union, a list will accompany such remittance with the number of hours worked by each part time Employee during the month for which the dues are being remitted.

4.06 Union dues deduction will be included on Employee T4 slips.

4.07 The Employer will furnish the Union every month with the names of new Employees and their classification, names of Employees whose employment has been terminated, the names of Employees who have completed their probationary period, names of Employees laid off, changes in any classification of Employees, and the names of Employees and their appointments made under the job posting procedure or otherwise. If the Employer agrees to provide the Union with the information in an electronic format, the parties will meet to discuss the format in which the information will be set out. The Employer also agrees to provide the Union with employees’ addresses on an annual basis, and any change of addresses as they occur. The Union agrees to keep the Employer harmless from any claims against it by an employee which arise out of any deduction or information provided under this Article.

4.08 The Employer agrees to permit a representative or representatives of the Union to interview each Employee who has completed his probationary period for a period of ten (10) to twenty (20) minutes during such Employee’s regular working hours, at a place in the Employer’s premises at a time mutually convenient to the Employer and the Union Representative. The Employer shall instruct the Department Heads concerned, to notify the Employees concerned, of such place and time the interviews are to be conducted and permit the Employees concerned to attend the interview with no loss of wages. Should the Chief Steward or Steward conduct the interview they too shall be permitted time off for the purpose of conducting the interview with no loss of wages.

Article 5 - UNION STEWARD/NEGOTIATING GRIEVANCE COMMITTEE

5.01 The Employer acknowledges and recognizes the right of the Union to appoint, elect or otherwise select a committee of not more than two (2) in addition to the Chief
Steward, which committee shall be called the Union Administrative Committee, who are authorized to represent the Employees in discussions and dealings with the Employer in connection with any matters which may properly arise out of the administration of this Agreement. Any or all members of the Union Administrative Committee shall also serve on the Negotiation and Grievance Committees. The Union agrees to notify the Employer in writing of the names of the members of the committee and any changes therein.

5.02 The Employer acknowledges and recognizes the right of the Union to enlarge the Union Administrative, Grievance and/or Negotiating Committee at any time by the addition of representatives of SEIU Local 2 Service Employees’ International Union, who are not members of the bargaining unit when dealing with the Employer.

5.03 It is agreed that meetings between the Employer and the Union Administrative Committee called at the request of either party will normally be held during regular working hours, unless otherwise mutually agreed.

5.04 An Employee shall have the right to have a Steward present where a disciplinary or grievance matter may result. The supervisor shall notify the Employee and the Employee’s Steward as far in advance as is reasonably possible. A Steward shall have the right to consult a staff representative of the Union and to have a Union Representative present.

5.05 In the event of either party wishing to call a meeting for the purpose of discussing Employee/management/union relations or matters arising out of the administration of this Agreement, they shall notify the other party in writing. The said meeting shall be held within seven (7) calendar days following delivery of the said notice in writing, except when such period of time is increased or decreased by mutual agreement between the parties. The party calling the meeting shall submit an agenda at the same time as the notice of the meeting.

5.06 The Employer shall make available to the Union, on request, and if available, information required by the Union, such as job descriptions, positions in the bargaining unit, job classifications, job evaluations, information relating to welfare plans, job postings, etc.

5.07 The Employer agrees that all correspondence between the Employer and the Union relating to matters covered in this Collective Agreement shall be sent to the President
of the Union or his designate. The Employer further agrees that a copy of any correspondence between the Employer or Employer's official and Employee of the bargaining unit covered by this Agreement, pertaining to the interpretation or application of any clause contained in this Agreement shall be forwarded to the President of the Union or his designate.

5.08 An Employee, or the President of the Union or his designate, with the written authority of the Employee, shall be entitled to review the Employee's personnel file in order to facilitate the investigation of a grievance.

5.09 The Union Local Administrative Committee Members who are required to attend to Union business with the Employer, shall observe the following conditions:

(a) Such business must be as between the Union and the Employer.

(b) The time shall be devoted to the prompt handling of necessary Union/Employer business.

(c) The Steward or Union Administrative Committee Member concerned shall obtain permission of the Supervisor concerned before leaving work and shall report to the Supervisor upon return to work.

(d) The Employer reserves the right to limit such time if it deems the time so taken to be excessive, and reserves the right to delay the said absence for up to twenty-four (24) hours if the Steward is, at the time of the request, involved in other duties or if the said request restricts, slows up, or hinders the operation of the Employer.

(e) The Union Administrative Committee shall suffer no loss of pay for time spent on the foregoing.

Article 6 - NO DISCRIMINATION

6.01 The Employer and the Union shall not discriminate against Employees with respect to the terms or conditions of employment on the grounds of race, creed, colour, age, sex, marital status, parental status, religion, nationality, ancestry, place of origin, family relationship, place of residence, political affiliation or activity, sexual orientation, or Union activity.
Article 7 - EMPLOYEE RIGHTS

7.01 The watch and surveillance systems cannot be used except for the purpose of protecting the equipment and the property of the Town of South Bruce Peninsula against criminal acts such as theft, depredation and damage to property. At no time may such systems be used as a means to evaluate the performance of Employees and to gather evidence in support of disciplinary measures unless such disciplinary measures result from the commission of a criminal act.

7.02 The Employer agrees that there shall be no mandatory drug testing of present or future Employees. However, the Employer retains the right to request drug testing under exceptional circumstances. This right will only be exercised after the Union has been notified.

7.03 Employees shall not be required to do work of a personal nature which is not connected with the operation of the Employer. Any requirements made of an Employee shall be limited to matters concerning the work of an Employee and shall be stated in the job description. Such requirements shall not be contrary to the articles of this Agreement.

7.04 The parties agree that individuals in the workplace should be treated with respect. Supervisors shall not exercise the rights of management in a discriminatory manner nor shall Employees be personally harassed. Any alleged violations of this provision are subject to the grievance procedure up to and including arbitration.

Article 8 - STRIKES AND LOCK-OUTS

8.01 The Union and the Employer agree that there will be no strikes or lockouts during the term of this Agreement. The words “strike” and “lockout” shall be as defined in the Labour Relations Act as amended from time to time.

8.02 Notwithstanding any other provisions of this Collective Agreement, the failure or refusal of any Bargaining Employee to pass through or work behind any picket line lawfully established, shall not be deemed a breach of this Collective Agreement, and the Employer shall not discharge, discipline or otherwise discriminate in any fashion
against any such Employee. Further it shall not be grounds for discipline nor shall it be considered a violation of this Agreement for Employees of this bargaining unit to refuse to do any portion of legally struck work.

**Article 9 - DISCHARGE AND DISCIPLINE**

9.01 No Employee in this bargaining unit shall be disciplined or discharged without JUST CAUSE.

9.02 An Employee is permitted to be accompanied by a Union Representative when interviewed in the course of disciplinary investigation. The Employer will establish the time and place of such meeting allowing sufficient time for the Employee to secure a Union Representative. In any event, not more than five (5) days will be provided for the purpose of securing a union representative. In the event of an investigation involving the disciplining of an Employee, the Employee may review his employment file and make copies of any documents therein contained.

9.03 The value of progressive discipline, with the aim of being corrective in application, is recognized by both parties. Therefore, except in extreme cases, discipline or discharge for just cause should be preceded by a documented record of counselling, warnings (both written and oral) and suspensions. Therefore, it is agreed that when disciplining an Employee for just cause, the Employer shall use all of the following steps as corrective measures subject to the right of an Employee to grieve at any and/or all steps taken.

(a) Oral Warning

(b) Written Warning

(c) Suspension(s) of varying lengths may be used

(d) Discharge

9.04 An Employee whom the Employer suspends or discharges shall be retained at or returned to active duty until any grievance concerning such suspension or discharge is finally resolved through the grievance and/or arbitration procedure provided such procedure occurs within forty-five (45) days or such mutually agreeable time extension, of the occurrence of such suspension or discharge. However, the Employee
may be removed from active duty (without pay), until the resolution of the grievance protesting the suspension or dismissal, if the alleged cause for suspension or dismissal presents a danger to the safety of the Employee(s), equipment or clients, fighting, fraud, theft or concerted refusal to perform work properly assigned to them.

9.05 Grievances involving Employees who are retained under this provision will be handled in the expedited arbitration procedure (Section 49 of the Ontario Labour Relations Act) unless the Union and the Employer mutually agree otherwise. Should the arbitrator uphold the suspension or discharge of an Employee retained at work, the penalty shall be instituted after receipt of the arbitrator’s decision. The above references to suspensions, or discharges are examples and are not intended to be all inclusive but to indicate how various types of issues are to be handled.

Article 10 - GRIEVANCE PROCEDURE

10.01 It is understood that a permanent employee has no grievance until he / she has first given his Department Head an opportunity to adjust his / her complaint. The Employer agrees that grievances shall be dealt with as quickly as possible. Any Employee shall have the right to have the assistance of a Union Representative if he or she so desires. Any grievance or dispute relating to the interpretation, application, or alleged violation of this Agreement or relating to any terms or conditions of employment shall be dealt with in the following manner:

STEP #1 - The aggrieved Employee, together with a representative of the Union, shall submit the grievance in writing to the Department Head who shall then render a decision in writing within two (2) working days after presentation of the grievance unless mutually agreed by both the employer and the Union to extend the period.

STEP #2 - Failing settlement under Step #1 and within ten (10) working days of the receipt of the decision at Step # 1, the aggrieved Employee together with a representative of the Union shall present the written grievance at a meeting with the Administrator and Department Head to be held within two (2) working days of notification by the Union of the failure to settle the grievance at Step # 1 of the grievance procedure unless mutually agreed by the Union and the Employer to extend the period. The Administrator shall then reply to the grievance, in writing, within two (2) working days of the grievance meeting having been held.
STEP #3 - Failing settlement under Step #2 and within ten (10) working days of the receipt of the decision at Step #2, the grievance may be referred to arbitration. Should arbitration be invoked, a written request for arbitration must be given to the Administrator for the Town of South Bruce Peninsula.

10.02 The Employer agrees that access to its premises shall be permitted to any union representative for the purpose of investigating any complaint or grievance during normal working hours. Before exercising such access, the Union Representative shall notify, in writing, the Administrator (or designate).

Article 11 - POLICY GRIEVANCE

11.01 Either party to this Agreement may lodge a grievance in writing with the other party on any complaint or difference regarding employment relations, working conditions or any subject which relates to the administration of this Agreement. Such grievances shall commence at Step #3 of the grievance procedure and shall be carried through the grievance and arbitration procedure as outlined in the Collective Agreement.

11.02 A Union Policy Grievance is common to two (2) or more Employees and shall be dealt with as a policy grievance. All policy grievances shall be filed within thirty (30) days of the act complained thereof.

11.03 Any dispute involving discharge, suspension, or health and safety shall receive priority and shall commence at Step #3 of the grievance procedure.

11.04 The Employer agrees that Union Stewards shall not be hindered, constrained, prevented nor impeded in any way in the accomplishment of their duties while investigating complaints or representing Employees in accordance with the provisions of this Article. Whenever the Union Steward decides to investigate a complaint, he shall seek from his supervisor permission to leave his work, and such permission shall be granted to him within two (2) hours whenever feasible. For the purpose of his investigation, he shall be allowed reasonable time up to one (1) full working day to perform this task and the Steward shall report back to his supervisor upon completion of the investigation.

11.05 It is agreed that Union Stewards shall be paid their regular rate of pay for all time spent during working hours investigating grievances or for attending any meeting
relating to grievances or working conditions.

**Article 12 - ARBITRATION**

12.01 The parties shall mutually agree whether the grievance shall be heard by a single arbitrator or by a three-person board of arbitration. If no agreement is reached, there shall be a three-person board of arbitration selected as set out herein.

12.02 In the event the parties agree on a single arbitrator within thirty (30) calendar days of the filing of notice of arbitration then that person shall be appointed. In the event the parties cannot agree on a single arbitrator as aforesaid, then either party may request the Minister of Labour for the Province of Ontario to appoint a single arbitrator.

12.03 A request by either party for a Board of Arbitration shall name that party's appointee to the Board of Arbitration. The recipient of the notice shall within ten (10) working days, advise the other party of the name of its appointee to the Board of Arbitration.

12.04 The appointees to the Board of Arbitration shall then meet to decide upon the selection of the Chairperson of the Board. If the parties cannot agree upon the selection of the Chairperson within ten (10) working days, either party may request the Minister of Labour for the Province of Ontario to appoint an impartial third member as Chairperson.

12.05 Each party shall bear the expense of its representatives, participants, and witnesses and of the preparation and presentation of its own case. The fees and expenses of the Chairperson or single arbitrator, the hearing room and other expenses incidental to the arbitration hearing shall be borne equally by the parties.

12.06 The Arbitration Board is to be governed by the following provisions:

12.07 the Arbitration Board shall determine the subject of the grievance and shall issue a decision which is final and binding upon the parties and upon any Employee or Employer affected by it;

12.08 the decision of a majority is the decision of the Arbitration Board, but if there is no majority, the decision of the Chairman governs;

12.09 the Board shall determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations;
12.10 the Board shall not have any authority or power to alter, change, or amend any of the provisions of this Agreement;

12.11 the parties and the Arbitration Board members shall have access to the Employer’s premises to view working conditions, machinery or operations which may be relevant to the resolution of a grievance;

12.12 the Arbitration Board shall have jurisdiction to determine whether a grievance is arbitrable;

12.13 no person may be appointed as an arbitrator or a nominee who has been involved in an attempt to negotiate or settle the grievance.

12.14 The time limits contained in Articles 10, 11 and 12 are compulsory and binding upon both parties unless waived or extended in advance by mutual agreement.

12.15 Failure to proceed to the next step, within the time limits contained in Articles 10, 11 and 12, whichever is applicable, at any step of the grievance procedure, shall be deemed an abandonment of the grievance unless such time period is expressly waived by the parties, in writing.

12.16 In the case of termination and where the probationary Employee grieves, the Employer will be required to provide just cause for the action taken. The Employer also agrees to inform new Employees, before they commence working, of the standards they are expected to meet during their probationary period. The Employer further agrees to warn probationary Employees, prior to discharge, of any defects in their performance and give adequate time to remedy such deficiency.

Article 13 - PROBATIONARY EMPLOYEES

13.01 A new Employee will be considered on probation until he has completed ninety (90) days of work within any twelve (12) month period. Upon completion of the probationary period, the Employee will be credited with ninety (90) working days seniority.

Article 14 - SENIORITY

14.01 Institutional seniority shall be defined as length of service in the bargaining unit with
the Employer from the date of hiring and seniority rights shall be established after completion of the probation period defined in Article 13.01.

14.02 Institutional seniority lists shall be provided to the Chief Steward by the 31st day of January as of the 31st day of December in the prior year by the Employer. The Employer agrees to mail a copy of the said list to the Staff Representative of the Union at the same time. The lists shall include the seniority standing and job classification. A copy of the seniority list shall be posted by the Employer in a conspicuous location.

14.03 The continuous length of service of an Employee shall be the determining factor in layoff, promotion, job posting, overtime allotment, and recall, provided that the Employee with the greatest seniority has the ability and qualifications to perform the requirements of the job. Probationary Employees will be laid off first and will be the last to be recalled from layoff.

14.04 When two or more Employees commence work in the same seniority group, on the same day, the procedure for establishing their relative seniority shall be as follows:

(a) The Employee who commenced work at the earliest hour of the day shall be considered senior.

(b) When both Employees commenced work at the same hour of the day, the Employee who signed the Employer's application form first, shall be the senior.

(c) No Employee shall be transferred to a position outside the bargaining unit without their consent. Notwithstanding, the Employees who do accept appointment outside the bargaining unit, shall retain their seniority standing for a period not to exceed six (6) months from the date of transfer. Any time within the said six (6) months the Employee concerned may transfer back into the bargaining unit without any loss of seniority. Upon expiry of the six (6) month period the Employee’s name shall be removed from the seniority list and all seniority rights under this Agreement shall cease.

(d) If the Employee so transferred, transfers back into the bargaining unit, he shall displace the Employee hired to replace the transferred Employee and upon the Employee transferring back into the bargaining unit, the Employee hired to replace the Employee shall be terminated, which termination shall not be the subject of a grievance.
(e) All temporary Employees shall, at the time of hire, be informed:

(i) the expected duration of the job, if possible; and

(ii) that termination without right to grieve, not layoff, will end the temporary position.

14.05 An Employee who resigns his/her position and within sixty (60) days is re-employed, shall be granted leave of absence without covering those days absent and shall retain all previous rights in relation to seniority and other fringe benefits.

14.06 If an Employee terminates as a result of a decision to raise a dependent child or children and is re-employed, upon application, the Employee shall be credited with length of service accumulated at the time of benefits based on service seniority. The following conditions shall apply:

(a) The Employee must have been an Employee with at least one (1) year of service seniority at the time of termination;

(b) The resignation must indicate the reason for termination;

(c) The break in service shall be for no longer than six (6) years, and during that time the Employee must not have been engaged in remunerative employment for more than six (6) months;

(d) The previous length of service shall not be reinstated until the successful completion of the probationary period on re-employment.

14.07 An Employee shall lose all service and seniority, subject to any other provision of this Agreement, and shall be deemed to have been terminated if the Employee:

(a) quits and is not reinstated within sixty (60) days;

(b) has been laid off for a period exceeding twelve (12) months;

(c) fails to report for work within three (3) days after being notified by the Employer to report for work, by registered mail, to the Employee’s last known address following the layoff;
(d) fails to advise the Employer within three (3) working days of the Employee's intention to report for work pursuant to the notification;

(e) fails to return to work after expiration of the leave of absence without providing a reason satisfactory to the Employer;

(f) is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Employer unless an appropriate explanation is provided to the Employer;

(g) is off work due to illness, injury or accident for a period of twenty-four (24) months;

(h) is absent from work and is in receipt of Workplace Safety and Insurance Benefits for a period exceeding twenty-four (24) months.

14.08 Employees transferred from part time employment to full time employment shall be credited with one (1) year of full time seniority for every 2080 hours of part time seniority. Full time Employees transferring to part time employment shall be credited with 2080 hours of part time seniority for every full year of full time employment.

14.09 Part Time Seniority - Institutional seniority for part time Employees shall be calculated on the basis of hours worked and paid for and hours not worked but paid for by the Employer.

Article 15 - JOB POSTINGS

15.01 In order to ensure Employees are given the opportunity of interdepartmental transfer or promotions, the Employer agrees to comply with the following procedures:

(a) The Employer shall post all vacancies, or new jobs which come within the scope of this Agreement, which the Employer intends to fill, in the following manner:

(b) The Employer shall post the position on the bulletin boards where all full time and part time Employees may see them for a period of not less than seven (7) working days.

(c) Employees who may be interested in such positions shall have the right to apply
for such vacancies or new jobs within the posting period, and the position or positions will be filled from the applicants received on the basis of institutional seniority, provided the successful applicant(s) have the necessary qualifications, are able to perform the necessary duties, and become able to perform the necessary duties within a thirty (30) working day familiarization period from the time the position is awarded.

(d) Should none of the applicants be able to perform the necessary duties within the thirty (30) day period specified, the Employer may then consider applications received from outside sources in order to find a qualified person for the position.

(e) Post in the workplace a notice of who received the position. A needs interview will be provided, if requested by the un-successful applicant(s).

15.02 The parties recognize that job opportunity and security should increase in proportion to the length of service. It is therefore agreed that in all cases in filling job vacancy, transfer, layoff, and recall after layoff, senior Employees subject to Article 14.03 shall receive preference.

15.03 The successful applicant for any of the above postings will be given an opportunity to perform the job with a familiarization period of not less than thirty (30) working days. Should the Employee prove unable to perform the necessary duties, after the familiarization period, he shall revert back to the position he previously held prior to the job posting.

15.04 Employees who have accepted a job posting and who revert back to their former position either voluntarily or have been proven unable to perform the necessary duties within thirty (30) working days, shall lose no seniority and shall retain all rights and privileges afforded to them in their previous classification.

15.05 Copies of all job postings together with the names of the applicants, their seniority date, current classification and the name of the successful applicant for the vacancy, shall be sent to the Chief Steward and to the President of the Union at the same time the vacancy is filled. Should the senior applicant not be the successful applicant, the notice to the Union and the Chief Steward shall also include the reasons why the senior applicant was not chosen to fill the vacancy.
On The Job Training - In order to give Employees the opportunity of being qualified for promotion, the Employer shall offer all Employees an equal opportunity for training. Accordingly, Employees shall be allowed regular opportunity to learn the work of equal or higher positions during regular working hours, without affecting the salary or pay of the Employee concerned. It is understood that the above is subject to the approval of the Employee's immediate non-union supervisor. It is understood, however, that Employees who may not be interested in such an arrangement shall not be required by the Employer to take part.

The Employer shall bulletin all in-service training programs for a period of not less than ten (10) working days. The bulletin shall contain the name and dates of the courses and where further information can be obtained.

The Employer will allow up to two training days for a Union Steward or Delegate to attend Union training or a Union seminar. The Employee will be compensated for a regular eight hour day's wages for each day of training. There will be no overtime paid for these events. Any costs associated with the training, including travel and accommodations, will be the responsibility of the Union.

**Article 16 - LAYOFF & RECALL**

16.01 In the event of a layoff, the Employer agrees that Employees shall be laid off in the reverse order of their seniority. The Employees shall be recalled to work in order of their seniority.

16.02 Employees who are under notice of layoff, who are on layoff, or who have elected to work in a lower classification as a result of layoff, shall be recalled to vacant positions in their own or previous classification before such positions are filled by other regular or new Employees. Laid off Employees who wish to be considered for vacancies in other than their own classification must so advise the Public Works Manager. Employees referred to, shall be recalled, provided they are able to perform the work required or they can become able to perform the work required within the thirty (30) working day familiarization period and were members of the Union in good standing when laid off.

16.03 An Employee laid off in one classification will be given the opportunity of displacing another Employee with less seniority in a similar or lower classification, provided
he/she possesses the ability to perform the job upon completion of a thirty (30) working day familiarization period.

16.04 The Employer shall give Employees who are to be laid off as much advance notice as is possible and in no case shall such notice be less than fourteen (14) days. During the period of notice, Employees shall be granted reasonable time off without pay for the purpose of seeking alternate employment. The Employer shall also make all reasonable efforts to place the Employees to be laid off in other positions within the Employer’s work place.

16.05 As a result of a layoff, no Employees shall have their regular work hours increased.

16.06 As a result of attrition, no Employees shall have their regular work hours increased unless approved by the Union.

16.07 No new Employee shall be hired until all laid off Employees have been given the opportunity to return to work. This Recall right shall expire three (3) years after the date of lay-off.

16.08 No part time or casual Employees shall be retained while a full time Employee is on active layoff.

16.09 When regular Employees are on a continuous layoff for a period in excess of thirteen (13) weeks, the Employer shall not be liable to pay their share of the Health and Welfare plans contained in this Agreement.

Article 17 - JOB CLASSIFICATIONS/DESCRIPTIONS

17.01 Job descriptions as per the attached Appendix "A" shall continue to be the official job descriptions of the Employees of the bargaining unit. The Union acknowledges the Employer’s right to amend these job descriptions from time to time as set out in this Agreement.

17.02 If the Employer presents written objection to a job description presented to it by the Union within thirty (30) days, the contentious job description shall be referred to a joint Classification Committee comprised of two (2) representatives from the Employer and two (2) representatives from the Union to resolve the difference. If the Classification Committee is unable to resolve the difference, then it shall be submitted
to arbitration pursuant to Article 12 of this Agreement.

17.03 When a job is to be established, or an existing job is altered, which cannot be properly placed in an existing classification by mutual agreement, the Employer will temporarily establish a classification and rate. Written notification of the temporary rate and classification will be furnished to the Union President.

17.04 The new rate and classification shall be considered temporary for a period of ninety (90) days following the date of notification of the Union President.

17.05 During this period the Union President may request the Employer to negotiate the rate and classification for the newly established job. The negotiated rate if higher than the temporary rate shall be retroactive to the date the new job was established. If no request has been made by the Union President to negotiate the rate or classification within the ninety (90) day period, the temporary rate and classification shall become part of this Agreement.

17.06 If the Union and the Employer cannot agree on the new rate and classification, the disputed rate and/or classification may be referred to arbitration pursuant to Article 12. If the arbitrator sets a new rate higher than the temporary rate, it shall be applied retroactive to the date of the establishment of the temporary rate and classification. It is specifically agreed that the arbitrator will have no authority to alter or modify the existing rates and classifications when acting pursuant to this Article.

17.07 No arbitration shall be applied for within six (6) months of the expiry of the Collective Agreement. The wage rate shall be an item of negotiations for the renewal of the Agreement in lieu of an arbitration.

17.08 Subject to Article 15, Employees who may be temporarily transferred to a lower rated classification shall receive the wage rate of their regular classification. Employees temporarily transferred to a higher rated classification shall receive the higher wage rate of the higher rated classification from the point the Employee commences work in the higher rated classification. The rate shall apply only during the temporary transfer.

Article 18 - WAGES
Regular pay days shall be every second Thursday for all Employees by direct deposit to a bank or trust company of the Employee's choice.

In the event of a holiday falling on the payday or the day following the payday, direct deposits shall be available on the preceding work day.

The Employer shall, at the time of making payment of wages to an Employee, furnish a pay statement outlining the period for which the payment is made, the rate of wages, details of any additional payment such as premiums, overtime, call in and details of any deductions made.

If an error in excess of one hundred dollars ($100.00) occurs in an Employee’s pay, it will be rectified by the Employer within five (5) working days if requested by the Employee. If an error less than one hundred dollars ($100.00) occurs in an Employee’s pay, it will be rectified by the Employer within fourteen (14) working days when requested by the Employee. Should the Employer fail to rectify the error in pay within the specified period, then a financial penalty, payable to the Employees concerned, of twenty-five cents (25¢) on the dollar will be added to the amount owed for each day in excess of the time specified the Employer takes to correct the error.

The Employer shall not have the right to deduct from any Employee’s pay any deductions not specifically authorized by the Employee concerned or called for by law. The Employer shall have the right to correct any previous overpayment to an Employee, by deducting such amount from the Employee’s pay.

An Employee who has been authorized to use his personal vehicle on municipal business shall be paid a mileage allowance in accordance with Town Council policy as set from time to time for travel by council members and others. This shall include those instances where an Employee is required to attend a work site not normally his own, at any time throughout the course of his shift.

(a) All Employees shall receive a premium of one dollar ($1.00) per hour for all hours worked between 3:30 p.m. and 7:00 a.m.

(b) Should three (3) or more hours be worked in a shift fall between the hours of 18.06 (a) above, the Employee shall receive premium pay on all hours worked.
Article 19 - HOURS OF WORK, OVERTIME & OTHER WORKING CONDITIONS

19.01

(a) The regular hours of work for permanent full time public works Employees shall be eight (8) hours per day, five (5) consecutive days per week, Monday to Friday. Starting and stopping times may vary during the seasons of the year or as is necessary to fulfill the Employer’s obligations concerning seasonal maintenance.

(b) Notwithstanding Article 19.01 a) above, when a public works Employee is assigned to Construction Duty, such Employee’s hours of work shall be ten (10) hours per day, forty (40) hours per week Monday to Thursday or Tuesday to Friday as required. Starting and finishing hours will be dependent upon the activity to be undertaken and the contractor’s requirements.

1. Construction Duty opportunities will be assigned based upon seniority and operator certification. Construction duties will be posted a minimum of one week in advance. The Manager of Public Works or his or her designate shall determine what duties, if any, shall be assigned to the Construction Duty schedule.

2. Construction duties may include but are not limited to:

- Roads
- Sidewalks
- Water & Sewer Construction
- Maintenance

(c) The regular hours of work for Arena/Parks Employees and all Part-Time Employees hired after January 1, 2017 shall be eight (8) hours per day, forty (40) hours per week. It is acknowledged that it is the intention of the Employer, as a matter of policy, that such work schedules shall provide the following:
2. Arena/Parks Employees and all Part-Time Employees hired after January 1, 2017 shall not be scheduled to work more than seven (7) consecutive days;

3. Arena/Parks Employees and all Part-Time Employees hired after January 1, 2017 shall be granted one (1) weekend off in three (3). Should such an Employee be required to work three (3) weekends in succession, he shall be paid at the rate of time and one-half (1½) his regular straight time hourly rate of pay for the second and subsequent continuing weekend until a weekend off is scheduled. This clause is not applicable to such Employees who request weekend work or who change schedules with other such Employees.

(d)

1. Notwithstanding the foregoing in Article c) above, the regular hours of work for full-time Arena/Parks Employees and all Part-Time Employees hired after January 1, 2017 shall be eight (8) hours per day, five consecutive days per week, Monday to Friday, for the period April 1 to September 14 inclusive each year, or as required by the Employer.

2. Full-time Arena/Parks Employees who are called in by the Employer to cover another Arena/Parks Employee's regularly scheduled shift on a Sunday or paid holiday shall be paid two times (2x) such Employee's normal hourly rate.

The Employer shall use its best efforts to provide the full-time Arena/Parks Employees with a schedule that allows each of those full-time Arena/Parks Employees with Christmas Day, New Year's Day and Ground Hog Day as a holiday on a rotational basis. Part time Employees shall be defined as any Employee who:

1) works less than full time hours;

2) replaces a full time Employee on vacation, sick leave, leave of absence, etc.;

3) works full time hours for a period of up to six (6) months.

Employees working an eight (8) hour shift will be permitted two paid fifteen (15) minute rest periods or one thirty (30) minute rest period without loss of pay during the first five (5) hours of their shift. The rest period is to be taken at the location of the worksite.
19.04 Employees working a ten (10) hour shift will be permitted one un-paid thirty (30) minute rest break in the first five hours of their shift. Also, two (2) paid fifteen (15) minute rest periods, one in the first half of the shift and the other in the second half of the shift.

19.05 Temporary full time vacancies for a period of less than thirty (30) working days shall be posted at the discretion of the Employer. When temporary vacancies are expected to extend beyond thirty (30) working days, excluding vacation leave, they shall be posted and awarded in accordance with the job posting procedures outlined in Article 15.01 to the successful applicant.

19.06

(a) When the Employer has determined that overtime work is required, it shall be offered on the basis of seniority to the Employees within the classification.

(b) Rotational Seniority – Notwithstanding 19.06 (a), when overtime is planned or posted with one (1) week’s notice. Overtime shall be offered on the basis of “rotational seniority to the employees within the classification, and then rotational seniority within the bargaining unit.

(c) Where a specific Employee or specific Employees have been assigned to equipment repairs, urgent work orders and/or time sensitive projects which at the end of their shift remain uncompleted, the Employer may assign the overtime to those Employees who have the work in progress without regard to paragraph (a) and (b) above.

19.07 Overtime shall be paid after eight (8) hours per day or forty (40) hours per week except in the case of Construction Duty Employees when they are working in accordance with the provisions of Article 19.01 above.

19.08 An Employee shall be paid for overtime worked at one and one-half (1 1/2) his/her regular straight time rate on Mondays to Saturdays inclusive and double (2) time on Sundays. An Employee is entitled to overtime compensation for each completed fifteen (15) minutes of overtime worked.

19.09 Employees required to work 11 or more consecutive hours in a day shall be paid a meal allowance of twenty dollars ($20.00).
An Employee, where he has signed an agreement with the Employer, may be allowed to accumulate a maximum of eighty (80) built-up time, being hours worked in excess of normal working hours.

No more than two (2) Employees may take built time off at any one time. Built-up time will be given by seniority if more than two (2) request the same time and is to be taken at a time mutually agreed upon between the Employer and the Employee. Changes to built-up time agreement between Employer and Employee can only be effective July 1st and January 1st annually. It is understood that at no time will the amount of time banked exceed eighty (80) hours.

It is understood that built-up time shall be accumulated or repaid at the appropriate rate of overtime where overtime provisions apply.

Employees who have built up time shall be entitled to request payment of built up hours twice in a calendar year, June 30th and December 1st.

The Employee must request the payout of built up hours in writing prior to the pay period prior to June 30th or December 1st.

The Employer shall not reschedule Employees normal time off for the purpose of avoiding the payment of overtime.

An Employee who completes a shift and is subsequently called back to work prior to the starting time of his/her next scheduled shift, shall be paid a minimum of three (3) hours pay at the rate of time and one-half (1 1/2) his/her regular straight time rate.

Scheduling - The Employer agrees that each schedule for the part time Employees shall contain a period of two (2) weeks and that it shall be posted two (2) weeks in advance of the start of such schedule. No Employee shall have their scheduled time changed without his/her consent, save and except in the case of an emergency.

Employees who report for work for which they are scheduled, but for whom no work is available, shall be paid for the period for which the Employees would have otherwise worked.

Employees who request a change of shifts shall be required to make such a request at least forty-eight (48) hours in advance and the Employer shall consider the request for a change of shift on an individual basis and the request may be permitted at the
discretion of the Employer, providing it does not unduly disrupt the operations of the Employer.

19.16 An Employee who has been assigned responsibility as a lead hand to provide leadership in the delivery of services to the public shall be paid a premium of $1.00 per hour while assigned.

19.17

(a) All Employees who are designated as standby for snowplow, sander and blower duty shall be paid $100.00 per week allowance for the months of November, December, January, February and March while on standby duty. All public works Employees involved in winter maintenance will be available for call out between the hours of 3 a.m. to 6 p.m., seven (7) days per week.

(b) Employees will be given one (1) weeks’ notice when patrol will be instituted, unless there is an emergency.

The patrolman shall decide when to plow, sand and blow and shall be paid an additional $90.00 per week allowance for the responsibility of performing call-ins.

(c) The Employer will make all reasonable efforts to accommodate weekend time off as requested by the Employee during the on call season.

19.18 Part time Employees who refuse three (3) call ins in a six (6) month period will be removed from the seniority list.

Article 20 - PAID HOLIDAYS

20.01 The following holidays shall be observed:

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

1 Float Holidays

In the event that the Government proclaims another day as a mandatory statutory holiday, that day shall then replace one of the current Float day.

20.02 Where any holidays enumerated in Article 20.01 of this Agreement fall on a Saturday or Sunday, the Employer shall observe the holiday either on the preceding Friday or the succeeding Monday.

20.03 The Float Holidays shall be taken on a date during the current calendar year and mutually agreed upon between the Employee and the Employer, which shall not be unreasonably denied.

20.04 When a holiday occurs during an Employee’s vacation, the Employee shall be entitled to one (1) day as vacation with pay.

20.05 The Employer shall not require an Employee to work on a recognized holiday unless necessary. However, should an Employee work on a recognized holiday they shall receive;

(a) Double time and one-half (2 1/2) for all hours worked on the holiday; or

(b) time and one-half (1 1/2) for all hours worked on such holiday, and one (1) day off with regular pay in lieu of such holiday. Such day off shall be taken within thirty (30) days by mutual agreement between the Employer and the Employee.

20.06 To be eligible for holiday pay, an eligible employee must work the full scheduled work day immediately preceding and the full scheduled work day immediately following such holiday unless the employee is otherwise on an approved paid leave of absence. If an employee is absent on either the last work day preceding or the first work day following the paid holiday due to illness, the employee shall be eligible for pay for the holiday. A medical doctor's certificate may be required at the discretion of the Employer. The Employee must immediately notify his supervisor of hospitalization. The Employer will review the serious injury or disablement on a case by case basis.

20.07 No employee who is absent from work due to:

(a) Workplace Safety and Insurance Board claim;
(b) Short-term disability;
(c) Long-term disability;
(d) Unpaid leave of absence; or
(e) Lay-off

shall be entitled to pay for any paid holiday occurring within the period of such absence.

20.08 No Employee who is absent from work due to a pregnancy and/or parental leave shall be entitled to pay for any paid holiday occurring within the period of such absence except as required by the Employment Standards Act.

Article 21 - VACATIONS

21.01 All Employees who have one (1) year or less of continuous service as of January 1st in any year, shall be entitled to a vacation with pay in the amount of one (1) day for every month worked up to a maximum of ten (10) days.

(a) Employees who have completed one (1) year of continuous employment as of January 1st in any year shall receive two (2) weeks vacation with pay.

(b) Employees who have completed three (3) years of continuous employment as of January 1st in any year shall receive three (3) weeks vacation with pay.

(c) Employees who have completed nine (9) years of continuous employment as of January 1st in any year shall receive four (4) weeks vacation with pay.

(d) Employees who have completed seventeen (17) years of continuous employment as of January 1st in any year shall receive five (5) weeks vacation with pay.

(e) Employees who have completed twenty-four (24) years of continuous employment as of January 1st in any year shall receive six (6) weeks vacation with pay.
The Employer will distribute vacation request forms by January 15th of each year and the Employees will indicate their preference and return them to their supervisor no later than March 15th of each year. The Employer will review, approve and post the vacation schedule no later than April 1st of each year. Approvals will be made permitted at this time based on no more than (6) six Public Works and (2) two Arena/Parks employees off work at one time with the exception of as permitted in Article 21.09.

21.02 If an Employee is absent from work for a period of twelve (12) consecutive months or longer for any reason other than being on a Workplace Safety and Insurance Board (WSIB) leave or a Maternity/Parental leave of absence, the Employee shall only be entitled to the vacation entitlement and pay for the year such Employee returns to work.

21.03 It is agreed and understood between the parties that for the purposes of Article 21.02 above, if an Employee returns to work at any time during the twelve (12) month period noted above and then is absent from work again within a two (2) week period for the same or similar reason, then it will be deemed that there shall not have been any break in time off for the purposes of calculating the twelve (12) consecutive month period.

21.04 Vacation schedules once approved by the Employer shall not be changed, other than in cases of written mutual consent between the Employer and the Employee(s) concerned.

21.05 Every effort shall be made so that annual vacation periods shall be between May 1st and October 31st in each year. Employees with five (5) years service or more shall not be required to take their vacations outside this period. During the period between November 1st and April 1st no more than two Public Works employees and one Arena/Parks Employees may take vacation or banked days at any given time.

21.06 When during his vacation, an Employee becomes sick due to illness or injury, the Employee shall be entitled to take the remainder of his vacation with pay at a later date mutually agreed to between the Employer and the Employee, or the Employee may elect to renounce the sick leave and continue his vacation with pay as scheduled.

21.07 Employees will be permitted to take one (1) week of their vacation entitlement in blocks of one (1) day or more. The remainder shall be used in blocks of one (1) week or more.
21.08  Upon termination of employment or retirement, an Employee shall be entitled to vacation pay earned to the date of termination or retirement, less the amount of vacation pay already paid in that year.

21.09  The Employer agrees to three (3) one-week periods between April 1st and November 1st when up to ten (10) Public Works and 2 Arena/Parks employees can take vacation or use banked time. These one (1) week periods will be granted by mutual agreement between the Union and the Employer on or before January 15th of each year and subsequently posted in the workplace.

Article 22 - SICK LEAVE

22.01  

(a)  Sick leave will be granted to full time Employees to the limit of ten (10) days per calendar year. No sick leave entitlement will be allowed during an Employee’s probationary period, provided that at the end of such period the Employee’s sick leave entitlement shall date back to the date of hiring.

(b)  Following 3 days of sick leave being used in a calendar year, the supervisor may notify the Employee that a Doctor’s certificate will be required for any subsequent claim within that calendar year and said certificate shall be paid for by the Employer.

(c)  At the end of the year an Employee shall be paid an amount equal to seventy-five percent (75%) of any unused portion of the ten (10) days sick leave credit for that calendar year.

Definition – Medical Certificate

A Medical Certificate shall contain the following information:

- Date of illness
- Date of return to work
- Outline of any limitations required for modified duties (if required)
- Date to return to full-time duties
The Town’s functional abilities form in Policy D2.3 will be offered and accepted as a Medical Certificate.

(d) An Employee shall notify their Supervisor, at minimum, one (1) hour prior to commencement of their shift, of absence due to illness.

22.02 A full-time Employee, while on Workplace Safety and insurance Benefits, shall receive sick leave benefits to a maximum of twenty-five percent (25%) of his normal weekly remuneration, based on his normal work week and rate of pay at the time of the accident, to a maximum of his unused sick leave credit. During the period of compensation, the sick leave will be reduced by twenty-five percent (25%) of the total days for which the Employee receives Workplace Safety and Insurance Benefits.

22.03 Wage Loss Replacement Plan

(a) Benefits under this plan shall begin on: Hospitalization - 1st day; Accident/Sickness - 8th calendar day; with any such disability extending beyond three (3) calendar days, shall be supported by a disability certificate from a duly qualified medical practitioner.

(b) Benefits under this plan shall be payable at the rates hereinafter set out, for a period of seventeen (17) weeks of disability.

(c) Benefits payable under this plan shall terminate upon an eligible Employee ceasing to be actively employed by the Municipality, saving and except that an eligible Employee may draw benefits for the benefit duration, providing said disability commenced prior to notice of layoff or termination of employment.

(d) Eligible Employees shall be reinstated to full benefits one (1) month after return to active employment in the case of a new disability, and after three (3) months in the case of reoccurrence of a previous disability.

(e) Benefits shall be payable under this plan in the event of interruption of earnings due to non-occupational illness, injury or a quarantine to all eligible Employees under the age of sixty-five (65) years of age, and shall not exclude Employees with pre-existing medical conditions, subject to the following limitations, for which no benefits shall be payable:
1. Employees not under the care of a licensed physician or doctor
2. Occupational illness or injury covered by Workplace Safety and Insurance or Canada Pension Plan
3. Intentional self-inflicted injuries or disease
4. Cosmetic surgery
5. While vacation pay is being received
6. Injuries or disease sustained while committing a criminal offence
7. Illness during a period of maternity leave, taken pursuant to a mutual agreement between the Employee and the Municipality

(f) Eligible Employees, while disabled due to an illness, injury or a quarantine and subject to the limitations set out in Section (e) hereof, shall receive wage loss replacement remuneration according to the following schedule.

Employees having completed the number of years service as set out in Column A hereunder, shall receive one hundred percent (100%) of their normal weekly salary for the number of weeks, as set out in Column B hereunder, and shall receive seventy percent (70%) of the normal weekly salary for the number of weeks set out in Column C hereunder.

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After which period if the Employee is still disabled, the Employee shall, subject to the eligibility requirements of the insurance carrier, come under the provisions of the Long-Term Disability Insurance Plan as contracted for by the Employer with a private insurance carrier. It is agreed and understood between the parties that the Employer is not the insurance carrier and all eligibility requirements shall be subject to the terms, conditions, rules and regulations of the governing insurance plan or policy and shall be at the sole discretion of the insurance carrier.

(g) This wage loss replacement plan, upon final passing thereof, shall be submitted to the Employer Registration Division of the Canada Employment and Immigration Commission for registration as a Wage Loss Replacement Plan, subject to an Employer's Employment Insurance Premium rate reduction.

(h) The amount of premium reduction allowed to the Municipality under the provisions of the Employment Insurance Act, shall be shared with the Employees covered under the Plan to the extent of five twelfths (5/12ths) of the premium reduction received in the form of increased or new Employee benefits, as determined from time to time.
Employees shall not be entitled to benefits under this plan until they have actively been employed for three (3) continuous months.

In cases where Employees return to work following absence due to illness and/or injury, such Employees shall be entitled to return to the same position held by them prior to said illness and/or injury.

The Employer will provide group benefits to working employee’s between the age of 65 and 70 year based on a current carriers coverage.

Early Retirement Benefits

Coverage:

Full-time employees who meet one of the qualifying factors listed below

Procedure:

1. Eligibility
   Eligibility is based upon either of:
   a) The Employee has twenty-five (25) years of continuous service with the Municipality and is between the age of 55 and 65; or
   b) The Employee meets the eligibility criteria for OMERS; i.e. – the 90 factor.

2. Extended Health
   Coverage will be made available to early retirees under the terms and conditions set out in the master policy. The Employee will pay 50% of the premium costs.

3. Life Insurance and AD & D
   Life insurance and AD & D will be made available to early retirees at a level equal to 50% of the amount in force at the time of retirement. The Employee will pay 50% of the premium cost.

4. Dependent Life
   Dependent Life insurance will be made available to early retirees under the terms and conditions set out in the master policy at the date of retirement. The Employee will pay 50% of the premium cost.
Article 23 - UNIFORM ALLOWANCE

The Union and the Employer agree to the Letter of Agreement dated July 15, 2015 with the addition of the statement: ‘Employees shall be permitted to purchase uniforms on January 1st of each year. All orders are to be submitted by January 31st of each year.’ In the event that there is not a uniform supplier available to process clothing orders prior to January 31st the employer will directly order clothing from suppliers.

23.01 The Employer agrees to supply uniforms and boots on the following basis:

<table>
<thead>
<tr>
<th></th>
<th>Qty per Employee</th>
<th>Frequency</th>
<th>Year Initiated</th>
<th>Group</th>
</tr>
</thead>
<tbody>
<tr>
<td>Winter Parka non-safety</td>
<td>1</td>
<td>every 3 years</td>
<td>2009</td>
<td>Parks, Landfill</td>
</tr>
<tr>
<td>Long-sleeved Shirts</td>
<td>5</td>
<td>each year</td>
<td>2009</td>
<td>Parks, Landfill</td>
</tr>
<tr>
<td>Pants</td>
<td>5</td>
<td>each year</td>
<td>2009</td>
<td>Parks, Landfill</td>
</tr>
<tr>
<td>Bomber Jacket non-safety</td>
<td>1</td>
<td>every 3 years</td>
<td>2010</td>
<td>Parks, Landfill</td>
</tr>
<tr>
<td>T-shirts safety</td>
<td>5</td>
<td>each year</td>
<td>2010</td>
<td>Parks, Landfill, Works</td>
</tr>
<tr>
<td>Winter Parka safety</td>
<td>1</td>
<td>every 3 years</td>
<td>2009</td>
<td>Works</td>
</tr>
<tr>
<td>Winter Bib safety</td>
<td>1</td>
<td>every 3 years</td>
<td>2009</td>
<td>Works</td>
</tr>
<tr>
<td>Bomber Jacket safety</td>
<td>1</td>
<td>every 3 years</td>
<td>2010</td>
<td>Works</td>
</tr>
<tr>
<td>Long-sleeved safety</td>
<td>5</td>
<td>each year</td>
<td>2009</td>
<td>Works</td>
</tr>
<tr>
<td>Summer Bib safety</td>
<td>1</td>
<td>every 3 years</td>
<td>2010</td>
<td>Works</td>
</tr>
<tr>
<td>Pants</td>
<td>3</td>
<td>Each year</td>
<td>2011</td>
<td>Works</td>
</tr>
</tbody>
</table>

Conditions
Employees will be required to report to duty dressed in the clothing, uniform, and footwear as provided by the Employer and Town Logos and/or insignia must be applied to clothing as per the Employers direction.

Safety clothing items must be pursuant to the Ministry of Labour OSHA Regulation 145-00 Section 69.1 (1)(4)

Employees will be required to wash and maintain clothing for the duration of the period. Upon termination, Employees will be required to return the uniforms provided.

Uniforms are not to be used outside of work hours.

Safety Boot Allowance – Full Time and Part Time - $200 per year payable, by separate cheque, on September 1st annually. If an Employee’s safety boot purchase exceeds $225, the Town will pay an additional $25. The Employee shall provide the original receipt for the Safety Boot purchase prior to approval.

The Employer will also provide three (3) sets of insulated coveralls for each shop, one each in sizes medium, large and extra-large.

Article 24 - HEALTH AND WELFARE
The Union agrees to enter into discussion with the Employer, within the period of this Collective Agreement, regarding Employee Benefits with the goal of achieving efficiencies and cost savings.

24.01

(a) The Employer shall contribute 100% of the premium costs of the following insurance for all full-time Employees currently enrolled in the benefits plan and who have met the eligibility requirements of such plan. The Employer is not the insurer and all insurance shall be subject to the terms, conditions, rules and regulations of the governing insurance plan or policy.

Life Insurance

Employee - Two (2) times his annual earnings

Spouse of Employee - $10,000.00
Each child of Employee - $10,000.00

Long Term Disability

Seventy percent (70%) of earnings, 100% of premium cost paid by the Employer.

Extended Health Care

Drug Plan - no deductible, no co-pay (does not include anti-smoking, anti-obesity or fertility medication). Wherever possible, generic drugs may be prescribed in place of brand name drugs.

Acupuncturist, Massage Therapy and Chiropractic coverage to a maximum of $500.00/year collectively.

Vision Care Plan - $300.00 every 24 months

The Employer shall pay the biannual eye exam, to a maximum of $85.00, until such time as the Ontario Government re instituted coverage.

Hospitalization - Semi Private Coverage

- Supplemental Medical Care

Out of Province Medical

- one hundred percent (100%) coverage
- guaranteed payment
- 24 hour medical assistance

Dental Plan

- Preventive one hundred percent (100%)
- Restorative eighty percent (80%), maximum $2,000.00 annually
- Orthodontic fifty percent (50%), maximum $3,500.00 lifetime

24.02 The Union shall be notified prior to any discussion or tendering to change carriers of any of the plans in sufficient time for the Union to be made aware of the change in full. It is agreed that no such change in any benefit plan will be made which would reduce any benefit without prior written agreement between the parties.
The Employer shall pay for each participating Employee its cost of the benefit plans except that, in the case of absence for illness, the Employer's contributions will be made to the above plans to a maximum of twenty-four (24) months from commencement of absence or the run out of his/her sick leave bank, whichever is later for each participating Employee on the seniority list. Thereafter, the Employee may pay the full premiums by the 15th day of each month following or by some other mutually satisfactory arrangement between the Employee and the Employer. Continuation of benefit plans beyond the twenty-four (24) month period stipulated above shall be subject to any rules, regulations or current policies of the insuring carrier(s).

Article 25 - LEAVES OF ABSENCE

25.01 Pregnancy and Parental Leave - Pregnancy and Parental leaves shall be granted in accordance with the Employment Standards Act.

25.02 An Employee returning from pregnancy or parental leave will be placed in his/her former position and job that he/she held prior to the pregnancy or parental leave.

25.03 The Employer shall continue to pay the Employer's share of all health and welfare benefits for the entire period of pregnancy or parental leave. The Employer shall be reimbursed for all costs of benefit coverage during said pregnancy or parental leave if the Employee does not return to employment upon expiration of pregnancy or parental leave.

25.04 Bereavement Leave

(a) Where an Employee's spouse, common-law spouse, child or stepchild dies, an Employee shall be entitled to a maximum of five (5) days leave with pay.

(b) Where an Employee's father, mother or step-parent dies, an Employee shall be entitled to a maximum of four (4) days leave with pay.
(c) Where a member of an Employee’s family dies, an Employee shall be entitled to a maximum of three (3) days leave with pay. Family is defined as brother, sister, father-in-law, mother-in-law, grandparents, grandchild, son-in-law, daughter-in-law, sister-in-law, brother-in-law, or the grandparents of the spouse, and persons or relatives permanently residing in the Employee’s household or with whom the Employee resides.

(d) An Employee will be entitled to one (1) day leave with pay for the purpose of attending the funeral of an aunt, uncle, niece or nephew.

25.05 Bereavement leave during an Employee’s scheduled vacation will extend the vacation with pay by the number of qualified days. At the option of the Employee, the extended vacation days may be taken at another time mutually agreed upon by the Employee and the Employer.

25.06 Court Leave - Employees shall suffer no loss of pay while serving as a subpoenaed witness, a witness involving an action by or against the Employer by a third party or for jury duty during regular working hours. Any form of reimbursement received while serving as a witness or for jury duty during regular working hours shall be turned over to the Employer along with records of payment verifying same. This shall include when an Employee is called for jury selection.

25.07 Personal Leave - The Employer will grant a leave of absence without pay to any employee for legitimate personal reasons. Every application must be submitted in writing to the Employer one (1) month in advance and the Employer must respond in writing to the request within one week. An employee on an approved leave of absence shall not be considered to have been laid off and his seniority shall not continue to accumulate during such absence. Provided adequate notice is given, the Employer shall not unreasonably deny a written request for an extension of the leave of absence.

25.08 The Employer will grant a leave of absence with or without pay to any Employee for a legitimate personal reason. To be approved, every application must be submitted in writing and must be approved in writing by the Employer. An Employee on an approved leave of absence shall not be considered to have been laid off and his seniority shall not continue to accumulate during such absence. The Employer shall not unreasonably deny a written request for an extension of the leave of absence.
All such approved leaves of absence shall not require the Employer to pay any health and welfare benefit during such approved leave of absence. The Employee may continue health and welfare benefits by making payment(s) directly to the carrier providing it is permitted by the insurance carrier.

25.09 Family Responsibility Leave - For the purpose of this clause, family is defined as spouse, common law spouse, dependent children, parents, step-parents, foster parents, or any relative residing in the Employee’s household or with whom the Employee permanently resides.

The Employer shall grant leave without pay under the following circumstances:

1. Up to one-half (½) day of leave without pay to take a dependent family member for medical or dental appointments or appointments with school or adoption authorities.

2. The total annual leave for such circumstances shall not exceed seven (7) days.

3. The Employee must notify the Employer within forty-eight (48) hours of his/her intention to take leave, unless it is an emergency situation.

25.10 Citizenship Leave - On a one time basis, the Employer shall pay an Employee up to one (1) day at basic straight time rate of pay for the purpose of obtaining Citizenship Papers with the provision of documentary proof.

25.11 Conference, Convention, Professional Development Leave - In order that each Employee shall have the opportunity for an exchange of knowledge and experience with professional colleagues, the Employee shall have the right to apply to attend a reasonable number of conferences or conventions related to his field of specialization.

The Employer will, at their discretion, grant leave with pay and reasonable expenses, including registration fees, to attend such gatherings. An Employee who attends a conference or convention at the request of the Employer, shall be deemed to be on duty. An Employee shall not be entitled to any compensation under the overtime provisions of this Agreement while attending a conference or convention under the provisions of this Article.
25.12 **Education Leave** - The Employer agrees to pay one hundred percent (100%) of the tuition fees and reasonable expenses on successful completion of any training course or educational course, if the Employee is required by the Employer to take such course. Where it is necessary for the Employee to be absent from his duty as a result of taking the approved course, there will be no loss of seniority, pay or benefits.

25.13 **Leave of Absence with pay** shall be granted to allow Employees time to write examinations for required educational courses. Employees shall advise the Employer of the time and place of the examinations when they are made aware of the time and place.

25.14 **Public Office Leave** - Any Employee eligible to vote in a federal, provincial, or municipal election, or referendum shall have four (4) consecutive clear hours during the hours in which the polls are open in which to cast his/her ballot. Should it be necessary for all or part of the four (4) hours to fall within the Employee’s hours of work, the Employee shall suffer no loss of pay.

25.15 **Union Leave** - The Employer will grant a leave of absence without pay to Employees participating as a party, a witness, or a representative of the Union in respect to:

(a) Any proceeding before the Ontario Labour Relations Board.

(b) Any proceeding under the grievance procedure.

(c) Meetings with the Employer on behalf of the Union not covered by this Agreement.

(d) Conventions of the Union, O.F.L., and C.L.C.

(e) Education related to the duties of the Union Steward.

(f) Any duties related to the Executive Board of the Local Union.
Union Office Leave - An Employee who has been elected, appointed, or otherwise selected to a full time position with the Union shall be entitled to a leave of absence without pay or benefits for the period during which he is elected, appointed or otherwise selected to hold the position. Where an Employee ceases to hold such office, he shall be entitled to return to his former position or to such other position to which he may have been promoted by reason of seniority. Such Employee shall not be subject to any disciplinary action on the part of the Employer for activities related to his duties on behalf of the Union during his period of absence.

Any Employee hired to temporarily replace the Employee so elected, appointed or otherwise selected to the full time position, shall be terminated upon the Employee returning to his or her former position and such termination shall not be the subject of a grievance.

All temporary replacement Employees shall, at the time of hire, be informed;

1. the expected duration of the job, if possible and;

2. That termination without right to grieve, not layoff, will end the temporary position.

Union Convention Leave - Time off without pay shall be granted to an elected or appointed representative of the Union to attend conventions or bodies to which the Union is affiliated, and for such other purposes as may be mutually agreed.

Paid Education Leave

(a) The Employee agrees to pay into a special fund, five cents (5¢) per hour per Employee to a maximum of forty (40) hours, for the purpose of providing paid education leave. The paid education leave will be for the purpose of upgrading the Employee's skills in all aspects of Trade Union functions. Such monies will be paid on a monthly basis into a trust fund established by the Union and sent by the Employer to the Union's paid education leave program. The monies will be utilized exclusively for the purposes of education, including the establishment of an appropriate Union training and education facility.
(b) The Employer further agrees that members of the bargaining unit, selected by the Union to attend such courses, will be granted an unpaid leave of absence for up to twenty (20) days of class time plus travel time if necessary. The leave of absence may be intermittent over a twelve (12) month period from the first day of leave.

(c) Employees on unpaid leave of absence will continue to accrue seniority and benefits during such leave.

(d) Leaves of absence referred to above will be granted providing other Employees in the bargaining unit are available and are qualified to perform the job being vacated because of the leave.

(e) The Union will, on an annual basis, provide the Employer with an audited report on the paid education leave fund disbursement of monies received if so requested.

25.19 Emergency Leave & Family Medical Leave – Emergency & Family Medical leave will be granted in accordance with the Employment Standards Act.

25.20 Volunteer Firefighters – Volunteer Firefighters are allowed to respond to local firefighting calls as determined by the Employer. Such calls shall be an un-paid leave of absence.

Article 26 - HEALTH AND SAFETY

26.01 The Employer and Employees mutually hereby agree that they shall obey the Occupational Health & Safety Act R.S.O. 1990. C.01 (OHSA) as amended and they will mutually strive to enforce all of its provisions.

26.02 An Employee has the right to refuse to do particular work if he has reasonable grounds to believe that the performance of this work could endanger his health, safety, or physical well being, or may similarly endanger another Employee.

When an Employee refuses to do particular work in accordance with the above:

(a) he shall inform his supervisor and Union representative without delay;
(b) he shall suffer no loss of wages during the period for which he withdraws his services;

(c) he is entitled to be present while the investigation hereinafter provided is carried out;

(d) until the situation is remedied, no other Employee may be assigned to use or operate the machine, apparatus, material or object, or be assigned to the part of the work which is the subject of the investigation, unless it is this person's duty to establish safe conditions. Until the situation giving rise to the refusal to work is corrected, the Employer may assign temporarily the Employee to another job provided that it is similar to his own, that the Employee does not suffer any loss of salary and that such an assignment is not contrary to the Collective Agreement.

26.03 As soon as the Employer is informed by the Employee of a work refusal, the Employer shall ensure that the necessary investigations, inspections and analysis of the situation giving rise to the refusal to work are conducted. They shall be conducted in the presence of a Union Representative and the Employee concerned. Should the Employee concerned or the Union Representative choose not to be present the investigation may nevertheless proceed.

26.04 No Employee will be discharged, disciplined or penalized in any way for refusing work or making a complaint relating to the health and safety matters.

26.05 The Employer agrees to work with the Employees under the Workplace Hazardous Materials Information System (WHMIS), pursuant to the Occupational Health and Safety Act.

26.06 When Employees are engaged in excavation work, there shall be an Employee on the surface of the ground to ensure that the safety of the Employees engaged in the trench is secure and to assist in the carrying out of the work pursuant to the Occupational Health and Safety Act.
Article 27 - EMPLOYEE ASSISTANCE PROGRAM

27.01 The Employer and the Union recognize that alcohol and drug addiction are medical disorders. They further recognize the social, personal, and economic problems associated with them. Accordingly, the parties agree to jointly and cooperatively deal with these problems in the workforce. Together the Employer and the Union shall concern themselves with the following general matters:

(a) educational campaign concerning alcoholism, and drug abuse;

(b) The study of the incidence of alcoholism and drug abuse in the workforce;

(c) The access a rehabilitation program in conjunction with/or through the appropriate social and/or medical authorities;

(d) Encouragement of medical treatment and/or counselling.

27.02 In order to achieve the above objectives, the Union and the Employer agree that alcoholism and drug abuse are illnesses and should be treated as such rather than as discipline problems. The individual Employee shall be given every opportunity to rehabilitate himself before any decision is taken by the Employer regarding disciplinary action. The Union and the Employer therefore agree that:

(a) They will jointly agree to a program for the treatment of alcoholism and drug abuse among Employees which will be paid for by the Employer, such program may be an established rehabilitation centre if agreed by both parties as being suitable;

(b) An Employee who has an alcohol or drug abuse problem must be advised, in the presence of a Union Official, that the Employer is concerned about the effect of this problem upon his performance;

(c) The Employee who is so advised must be given the opportunity to enrol in the treatment program as established by the Union and the Employer;

(d) The Employee shall be given sick leave for the period of his participation in the program and his seniority rights and benefits to which he is entitled during such period shall continue;
(e) Only if the Employee who has an alcohol or drug abuse problem refuses to cooperate in the program can he be subject to discipline by the Employer;

(f) Any disciplinary action taken by the Employer against the Employee is subject to the Employee’s right to grieve and to proceed to arbitration in accordance with the terms of this Collective Agreement.

Article 28 - TECHNOLOGICAL CHANGE

28.01

(a) In the event the Employer plans technological change, the Employer shall give the Union three (3) months written notice of such technological change.

(b) The Employer and Union agree to bargain collectively on terms, conditions and security of employment respecting the technological change, notwithstanding that a Collective Agreement has been entered into for a given term. Bargaining shall commence within thirty (30) days of notice having been given under Section (a) above.

(c) The notice referred to in Section (a) above shall be in writing and include:

1. The nature of the technological change or reorganization.
2. The date on which the Employer proposes to effect the technological change or reorganization.
3. The approximate number and classification of Employees likely to be affected by the change or reorganization.
4. The effect that the change or reorganization is likely to have on the terms, conditions and security of employment of the Employees affected.
5. The number of jobs and job classifications to be abolished and the number of new jobs and job classifications to be created by the proposed technological change or reorganization to the maximum extent that such information is then available.
28.02 Where the Employer has notified the Union of its intention of introducing technological change, they shall meet within the next thirty (30) days, to hold constructive and meaningful negotiations in an effort to reach agreement on solutions to any problems arising from the intended change and on measures to be taken by the Employer to protect the Employees from any adverse effects. The Employer and Union agree to bargain in good faith on all aspects of the intended change.

28.03 Where the parties agree to appropriate solutions to the problems arising out of the intended technological change, the solutions shall be prepared as a Letter of Understanding between the parties and shall have the full effect of the Collective Agreement and shall be subject to the grievance and arbitration procedure.

28.04 Where the parties cannot reach agreement within sixty (60) days after the date on which the Union received notification from the Employer on its intention to introduce technological change and other matters arising from the change including compensation in the event of reduction, the parties shall refer such matters to arbitration within twenty-one (21) calendar days of failure to agree.

28.05 No technological change shall be introduced by the Employer until the matter is resolved by agreement or arbitration.

28.06 If an Employee is transferred or reassigned as a result of technological change to a position or occupation different from the one occupied immediately prior to the transfer or reassignment, the Employee shall suffer no loss in pay and will be given such time as may be required, but in any event not less than ninety (90) days, to acquire the necessary skills to retain his employment with reasonable training.

Article 29 - MEDICAL CERTIFICATES/EXAMINATIONS

29.01 Any medical certificate requested by the Employer shall only be required to state that the Employee was unable to carry out his duties.

29.02 Should the Employer require an Employee to submit to a medical examination as a condition of employment, the Employee may have the examination performed by his or her own doctor. However, if pursuant to the Workplace Safety and Insurance Act or the Ontario Human Rights Code, the Employer is required to accommodate an employee who is ill or disabled, the employee shall co-operate in providing further
information, attending appropriate examinations as part of the accommodation process. The medical examination shall be at the Employer's expense and the Employee shall receive a written copy of the doctor's report.

29.03 The confidentiality of health and medical information of Employees is recognized by the Employer and the Union. Therefore, Employer and Union Representatives who have access to this information will ensure its confidentiality. The Employer agrees that medical information of an Employee will not be divulged to a third party without his/her consent or as authorized by law.

Article 30 - WORKPLACE SAFETY AND INSURANCE

30.01 The Employer shall provide the Union with a copy of the Employer’s report of injury or disease (Form 7)

30.02 In the event of an Employee’s absence due to sickness or injury and the Employee has initiated a claim with the WSIB, said Employee will be eligible to receive benefits under the Employer’s sickness and accident insurance plan provided the Employee qualifies for same. Benefit payments shall be reimbursed by the Employee to the Employer’s insurance plan at such time as the Employee secures WSIB benefits.

Article 31 - PERFORMANCE APPRAISALS AND INCIDENT REPORTS

31.01 The Employer will exercise its management right to carry out annual performance appraisals for all Union employees.

The Employer shall notify an Employee in writing of any dissatisfaction concerning his/her work within four (4) working days of the event of a complaint. This notification shall include particulars of work performed which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become a part of the Employee’s record.

31.02 The report of an Employee shall not be used against him after eighteen (18) calendar months have elapsed. (Providing that another warning or reprimand relating to the same or similar offence has not been given within that period). The Employee’s written reply to such notification or dissatisfaction shall also become part of his record.
This Article shall apply in respect to any expression of dissatisfaction relating to an Employee's advancement or standing with the Employer.

All correspondence pertaining to the adverse report, including the report itself, shall be subsequently removed from the personal file after eighteen (18) calendar months. The Employee shall be given any such documents when removed.

The Employer shall pay all legal and court costs as well as judgement costs, if any, for any action or other proceeding initiated against an Employee by virtue of the performance or non-performance of his employment duties unless the Employee has been wilfully negligent in the performance or non-performance of such work duties.

It is further agreed and understood between the parties that the exception to this provision as noted above does not pertain to instances where an Employee is travelling on a closed road for the purpose of travelling to or from work or for carrying out work duties.

Article 32 - GENERAL

It is agreed that there shall be at least one bulletin board readily available in each department, which will be available to the Union for the posting of notices and/or other items of interest to members of the Union.

The Union and the Employer desire every Employee be familiar with the provisions of the Collective Agreement and his/her rights and obligations under it. For this reason the Union shall print sufficient copies of the Collective Agreement in booklet form to be provided to all members. The cost of printing the Collective Agreement into booklet form shall be shared equally by the Employer and the Union.

The Union shall promptly correct any errors made in the printing of such booklets.

Wherever the singular, masculine, or feminine is used in this Agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the party or parties hereto so require.

The Employer will continue the practice of supplying tools and equipment required by Employees for the performance of their duties. Replacements will be made upon return of the unserviceable equipment.
32.05 The Employer will reimburse Employees all fees and related costs incurred for renewal of licenses above Class "D", required in the course of employment.

32.06 The Employer will, whenever possible, provide transportation to Employees while on duty when they are required to move from one worksite to another to perform their assigned duties. Where the Employer is unable to provide such, the Employee will utilize his personal vehicle and be paid mileage in accordance with Town Council Policy as set from time to time.

**Article 33 - RETROACTIVITY**

33.01

(a) Retroactivity shall be placed as a separate entry on the nearest payday two (2) weeks after ratification.

(b) An Employee who has severed his employment between the termination date of this Agreement and the effective date of the new Agreement shall receive the full retroactivity of any increase in wages, salary, or other perquisites up to the date of severance.

**Article 34 - DURATION**

34.01 This Agreement shall be binding and remain in effect from April 1, 2017 to March 31, 2020 and shall continue from year to year thereafter unless either party gives the other party, notice in writing, at any time within the six (6) month period immediately preceding the termination date, of its desire to amend this Collective Agreement.

DATED THIS __________ DAY OF _____________________, 2017.

FOR THE EMPLOYER

FOR THE UNION

[Signature]

[Signature]
### SCHEDULE “A – EMPLOYEES HIRED BEFORE RATIFICATION”

Effective from April 1, 2017, the Employer shall pay an additional 2% in all classifications. Effective from April 1, 2018, the Employer shall pay an additional 2% in all classifications. Effective from April 1, 2019, the Employer shall pay an additional 2% in all classifications.

<table>
<thead>
<tr>
<th>Classification</th>
<th>Apr 1, 2017</th>
<th>Apr 1, 2018</th>
<th>Apr 1, 2019</th>
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<td>Heavy Equipment Operator</td>
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<tr>
<td>Landfill Site Attendant</td>
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<td>$25.60</td>
<td>$26.12</td>
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<tr>
<td>Heavy Equipment Operator, Grader Operator</td>
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<td>$25.60</td>
<td>$26.12</td>
</tr>
<tr>
<td>Public Works General Employee</td>
<td>$24.51</td>
<td>$25.00</td>
<td>$25.50</td>
</tr>
</tbody>
</table>

Lead Hand - to receive $1.00 per hour in addition to hourly rates.

Part-Time Employees – The wages will be equal to ninety percent (90%) of the appropriate full time rate which will include ten percent (10%) in lieu of Health and Welfare benefits for those part-time Employees not currently enrolled in the benefits plan.
Effective from April 1, 2017, the Employer shall pay an additional 2% in all classifications.

Effective from April 1, 2018, the Employer shall pay an additional 2% in all classifications.

Effective from April 1, 2019, the Employer shall pay an additional 2% in all classifications.

<table>
<thead>
<tr>
<th>Classification</th>
<th>Start</th>
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<th>1Year</th>
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Lead Hand - to receive $1.00 per hour in addition to hourly rates.

Part-Time Employees – The wages will be equal to ninety percent (90%) of the appropriate full time rate which will include ten percent (10%) in lieu of Health and Welfare benefits for those part-time Employees not currently enrolled in the benefits plan.

All Employees will receive a one-time $450 signing incentive.
Letter of Understanding

1. Re: Benefit Continuation For Retirees
November 10, 2008

The Employer agrees to provide all retiring Employees with information from the insurance carrier stipulating what coverage is available for the retirees; what criteria is required for conversion and the time limits for such; and what the cost of the coverage will be.

Jacquie Farrow-Lawrence

Letter of Understanding
2017: The following statement applies to all Job Descriptions listed under Appendix A –

Employer will review all Job Descriptions and add a statement to each requiring Employees to do all other duties as assigned.
May 5, 2005

Town of South Bruce Peninsula

Public Works Department

Public Works “General” Employee

Department: Public Works

Location: Roads and works garages, arena, parks and facilities throughout the Town of South Bruce Peninsula

Reports to: Operation Supervisor / Facilities Co-ordinator

Summary: Operates heavy equipment and provides manual labour to maintain roadways, sidewalks, sanitary sewers, storm sewers, water mains and other Town owned structures or facilities and completes activities related to facility and ice maintenance, monitors compressors and performs building repairs, and park maintenance.

Qualifications: Must possess a valid Ontario D/Z license

Experience driving plow truck is an asset

Hours of Work: As per Collective Agreement Article 19.01 for Arena/Parks Employees with change to hours of work to state “80 hours bi-weekly” instead of “40 hours weekly” as this better reflects current arena / parks schedules.

Seasonal {6 months}

Seasonal {12 months}

Collective Articles that do not apply to this position, 19.09

Agreement All Articles apply other than the above and 19.10 amendment

Tasks: Roads Maintenance

- Sweeps, plows, sands and salts roads and sidewalk surfaces.
- Cold patches potholes, spray patching, repairs settlements, hot mix.
- Repairs and replaces road signage and other traffic control devices.
- Excavate and/or backfill road bases.
- Operates snow blowers and street sweepers to maintain roads.
- Sets up construction work zones for traffic control and controls traffic.
- Inspects and repairs guardrails.
- Hand digging for the purposes of small excavation or working near utilities.
Equipment Operation
- Drives a truck to plow snow, remove snow and sand and salt road surfaces.
- Drives trucks to haul a variety of materials such as gravel, sand and rocks.
- Drives a truck to pick up garbage.
- Operates a backhoe to build trenches, excavate for water mains and sewers, repair drainage tiles and fire hydrants and loads trucks.
- Operates compactors to pack materials such as garbage and road building materials
- Operates front end loaders to load dump trucks; dump garbage, construct roads and remove snow.
- Cleans sanitary sewers with high pressure water and cleans sand from storm sewers and sanitary sewers with a high volume vacuum.
- Operates a chipper to remove trees and brush.
- Operates chain saws to cut down trees and clear brush and stumps.
- Uses a variety of tools such as electrical tools, compressed air tools, gas powered tools, manual tools, and hydraulic tools to effect repairs in a variety of public areas.
- Operates street sweeper / flusher / catch basin cleaner.

Public Area Maintenance
- Cuts trees and blocks tree stumps.
- Installs and removes docks.
- Installs and removes Christmas decorations.
- Cuts and trims grass.
- Picks up litter and garbage.
- Preventative maintenance on bridges and culverts clears blockages.
- Paints a variety of surfaces.
- Cleans up spills of a variety of materials, including hazardous materials. Would have proper safety equipment and/or training prior to working around hazardous materials.
- Clears snow from sidewalks.
- Cleans catch basins.
- **Repairs sod damage in the spring**
- Exposes and marks fire hydrants during the winter months to ensure easy access.
- Assists other departments such as Parks and Recreation with a variety of tasks such as moving picnic tables, setting up or taking down equipment for special events, etc.
Cemeteries

- Inspects graves for safety and takes corrective actions which may include the lifting of sod and building up of top soil.
- Locates, marks and digs burial plots.
- Hand digs foundation and cremation holes.
- Installs foundations.
- Moves soil from burial locations to holding areas.
- Operates a backhoe to dig graves.
- Seeds, sods, and landscapes grounds (areas outside cemetery also)

Water and Sewer Repair

- Hand digging trenches where required.
- Installs, repairs and maintains storm and sanitary sewers.
- Assists with repairs and maintenance of water mains and fire hydrants.

Facility Maintenance

- Cleans and scrubs arena dressing rooms and galleries.
- Cleans arena glass.
- Cleans washroom fixtures, floors and walls.
- Locks and unlocks facilities.
- Logs compressor readings at two hour intervals.
- Sweeps and mops dressing rooms, players benches, penalty boxes and along boards and the gallery area.
- Tours facilities to ensure are vacant and to lock up.
- Cleans and stocks washrooms with supplies such as toilet paper.
- Ball diamond maintenance.
- Campground maintenance such as garbage pick up and dock repairs.

**Ice Maintenance**

- Follows a schedule and drives ice surfacing equipment to maintain and flood ice surfaces to a specified thickness.
- Installs and removes ice.
- Performs a variety of **carpentry minor repairs**.
- Performs a variety of **minor electrical repairs** such as replacing light ballasts, light tubes, breakers, fuses and receptacles.
- Sands and paints surfaces such as concrete walls and floors.
Performs a variety of minor plumbing repairs.
Replaces belts and other parts on condensers, fans and pumps.

**Customer Service**
- Sets up and takes down tables, chairs and other equipment for functions.
- Responds to public enquiries, giving out information, resolving issues and turning negative situations into positive ones.
- Ensure the safety of members of the public around work areas.
- Responds to emergency call outs and operates equipment to ensure public places are repaired and maintained in a safe and useable manner.

**Other**
- Complies with Town of South Bruce Peninsula policies and procedures.
- Performs all other duties as assigned by management.
Title: HEAVY EQUIPMENT OPERATOR
Department: Public Works
Location: Town of South Bruce Peninsula
Reports To: Operation Supervisor
Summary: Operates heavy equipment and provides manual labour to maintain roadways, sidewalks, sanitary sewers, storm sewers, water mains and other Town owned structures or facilities
Qualifications: Must possess a valid Ontario D/Z licence
Tasks: Roads Maintenance
- Sweeps, plows, sands and salts road and sidewalk surfaces
- Cold patches potholes, spray patching, repairs settlements, hot mix, etc.
- Repairs and replaces road signage and other equipment traffic control devices
- Excavate and/or backfill road bases
- Operates snow blowers and street sweepers to maintain roads
- Sets up construction work zones for traffic control and controls traffic
- Inspects and repairs guardrails
- Hand digging for the purposes of small excavation or working near utilities

Night Patrol
- Works a midnight to 8:00 am night patrol shift for the purposes of snow plow call outs from November 1 to March 31
Equipment Operation

- Drives a truck to plow snow, remove snow and sand and salt road surfaces
- Works a midnight to 8:00 am night patrol shift from November 1 to March 31
- Drives trucks to haul a variety of materials such as gravel, sand and rocks
HEAVY EQUIPMENT OPERATOR

Equipment Operation (cont’d)

- Drives a truck to pick up garbage
- Operates a backhoe to build trenches, excavate for water mains and sewers, repair drainage tiles and fire hydrants and load trucks
- Operates compactors to pack materials such as garbage and road building materials
- Operates front end loaders to load dump trucks, dump garbage, construct roads and remove snow
- Cleans sanitary sewers with high-pressure water and cleans sand from storm sewers and sanitary sewers with a high volume vacuum
- Operates a chipper to remove trees and brush
- Operates chain saws to cut down trees and clear brush and stumps
- Uses a variety of tools such as electrical tools, compressed air tools, gas powered tools, manual tools and hydraulic tools to effect repairs in a variety of public areas
- Operates street sweeper/flusher/catch basin cleaner

Public Area Maintenance

- Cuts trees and blocks tree stumps
- Installs and removes docks
- Installs and removes Christmas decorations
- Cuts and trims grass
- Picks up litter and garbage
- Preventative maintenance on bridges and culverts, clears blockages
- Paints a variety of surfaces
- Cleans up spills of a variety of materials, including hazardous materials. Would have proper safety equipment and/or training prior to work around hazardous materials
- Clears snow from sidewalks
- Cleans catch basins
- Repairs sod damage in the spring
HEAVY EQUIPMENT OPERATOR

- Exposes and marks fire hydrants during the winter months to ensure easy access
- Assists other departments such as Parks and Recreation with a variety of tasks such as moving picnic tables, setting up or taking down equipment for special events, etc.

Cemeteries

- Inspects graves for safety and takes corrective actions which may include the lifting of sod and building up of top soil
- Locates, marks and digs burial plots
- Hand digs foundation and cremation holes
- Installs foundations
- Sets up trailers to receive soil and moves soil from burial locations to holding areas
- Operates a backhoe to dig graves
- Seeds, sods and landscapes grounds (areas outside cemetery also)
- Water and Sewer Repairs
- Hand digging trenches where required
- Installs, repairs and maintains storm and sanitary sewers
- Assists with repairs and maintenance of water main valves and fire hydrants

Customer Service

- Responds to public enquiries, giving out information, resolving issues and turning negative situations into positive ones
- Ensures the safety of members of the public around work areas
- Responds to emergency callouts and operates equipment to ensure public places are repaired and maintained in a clean, safe and useable manner
Equipment Maintenance

- Conducts circle checks of equipment to ensure optimum operation. This includes checking lights, wipers, fluid levels and tire pressure.
- Conducts pre-operational checks on equipment and cleans, lubricates and fuels equipment.
- Remove and mount wheels on vehicle.

Other

- Maintains the shop in a clean and safe manner, sweeping floors and shoveling snow.
- Performs minor repairs such as sharpening or changing blades.
- Removes and installs wings and ploughs.
- Complies with Town of South Bruce Peninsula policies and procedures.
- Performs all other duties as assigned by management.
APPENDIX A – JOB DESCRIPTIONS – PAGE 8 OF 16

June 26, 2002
TOWN OF SOUTH BRUCE PENINSULA

Public Works Department

HEAVY EQUIPMENT OPERATOR – GRADER OPERATOR

Department: Public Works
Location: Town of South Bruce Peninsula
Reports To: Operation Supervisor
Summary: Operates heavy equipment and provides manual labour to maintain roadways, sidewalks, sanitary sewers, storm sewers, water mains and other Town owned structures or facilities

Qualifications: Must possess a valid Ontario D/Z licence

Tasks: Road Grading
- Operates grader for the purposes of repairing road surfaces and grading gravel
- Transit for tile replacement

Roads Maintenance
- Sweeps, plows, sands and salts road and sidewalk surfaces
- Cold patches potholes, spray patching, repairs settlements, hot mix, etc.
- Repairs and replaces road signage and other equipment traffic control devices
- Excavate and/or backfill road bases
- Operates snow blowers and street sweepers to maintain roads
- Sets up construction work zones for traffic control and controls traffic
- Inspects and repairs guardrails
- Hand digging for the purposes of small excavation or working near utilities
Equipment Operation

- Drives a truck and/or grader to plow snow, remove snow and sand and salt road surfaces
- Drives trucks to haul a variety of materials such as gravel, sand and rocks
- Drives a truck to pick up garbage
- Operates a backhoe to build trenches, excavate for water mains and sewers, repair drainage tiles and fire hydrants and load trucks
- Operates compactors to pack materials such as garbage and road building materials
- Operates front end loaders to load dump trucks, dump garbage, construct roads and remove snow
- Cleans sanitary sewers with high-pressure water and cleans sand from storm sewers and sanitary sewers with a high volume vacuum
HEAVY EQUIPMENT OPERATOR – GRADER OPERATOR

Equipment Operation (cont’d)

- Operates a chipper to remove trees and brush
- Operates chain saws to cut down trees and clear brush and stumps
- Uses a variety of tools such as electrical tools, compressed air tools, gas powered tools, manual tools and hydraulic tools to effect repairs in a variety of public areas
- Operates street sweeper/flusher/catch basin cleaner
- Public Area Maintenance
- Cuts trees and blocks tree stumps
- Installs and removes docks
- Installs and removes Christmas decorations
- Cuts and trims grass
- Picks up litter and garbage
- Preventative maintenance on bridges and culverts, clears blockages
- Paints a variety of surfaces
- Cleans up spills of a variety of materials, including hazardous materials. Would have proper safety equipment and/or training prior to work around hazardous materials
- Clears snow from sidewalks
- Cleans catch basins
- Repairs sod damage in the spring
- Exposes and marks fire hydrants during the winter months to ensure easy access
- Assists other departments such as Parks and Recreation with a variety of tasks such as moving picnic tables, setting up or taking down equipment for special events, etc.
Cemeteries

- Inspects graves for safety and takes corrective actions which may include the lifting of sod and building up of top soil
- Locates, marks and digs burial plots
- Hand digs foundation and cremation holes
- Installs foundations
- Sets up trailers to receive soil and moves soil from burial locations to holding areas
- Operates a backhoe to dig graves
- Seeds, sods and landscapes grounds (areas outside cemetery also)
HEAVY EQUIPMENT OPERATOR – GRADER OPERATOR

Water and Sewer Repairs

42. Hand digging trenches where required

43. Installs, repairs and maintains storm and sanitary sewers

Assists with repairs and maintenance of water main valves and fire hydrants

Customer Service

- Responds to public enquiries, giving out information, resolving issues and turning negative situations into positive ones
- Ensures the safety of members of the public around work areas
- Responds to emergency callouts and operates equipment to ensure public places are repaired and maintained in a clean, safe and useable manner

Equipment Maintenance

- Conducts circle checks of equipment to ensure optimum operation. This includes checking lights, wipers, fluid levels and tire pressure
- Conducts pre-operational checks on equipment and cleans, lubricates and fuels equipment
- Remove and mount wheels on vehicles
- Maintains the shop in a clean and safe manner, sweeping floors and shoveling snow
- Performs minor repairs such as sharpening or changing blades
- Removes and installs wings and ploughs
Other

- Complies with Town of South Bruce Peninsula policies and procedures.
- Performs all other duties as assigned by management.
HEAVY EQUIPMENT OPERATOR - LEAD HAND

Department: Public Works
Location: Town of South Bruce Peninsula
Reports To: Operation Supervisor
Summary: Leads work during the operation of heavy equipment and provides manual labour to maintain roadways, sidewalks, sanitary sewers, storm sewers, water mains and other Town owned structures or facilities
Qualifications: Must possess a valid Ontario D/Z licence

Tasks: Supervision

- Provides on site supervision and assistance, providing leadership, assigning work and ensuring deadlines are met.
- Co ordinates assignments for Operations Supervisor
- Identifies issues and recommends solutions
- Prepares work duties
- Oversees and implements preventative maintenance schedules
- Patrol for safety devices inspection

Roads Maintenance

- Sweeps, plows, sands and salts road and sidewalk surfaces
- Cold patches potholes, spray patching, repairs settlements, hot mix, etc.
- Repairs and replaces road signage and other equipment traffic control devices
- Builds road bases and prepares surfaces for paving
- Operates snow blowers and street sweepers to maintain roads
- Sets up construction work zones for traffic control and controls traffic
- Inspects and repairs guardrails
- Hand digging for the purposes of small excavation or working near utilities

**Equipment Operation**

- Drives a truck to plow snow, remove snow and sand and salt road surfaces
- Drives trucks to haul a variety of materials such as gravel, sand and rocks
- Drives a truck to pick up garbage
- Operates a backhoe to build trenches, excavate for water mains and sewers, repair drainage tiles and fire hydrants and load trucks
HEAVY EQUIPMENT OPERATOR – LEAD HAND

Equipment Operation (cont’d)

- Operates compactors to pack materials such as garbage and road building materials
- Operates front end loaders to load dump trucks, dump garbage, construct roads and remove snow
- Cleans sanitary sewers with high-pressure water and cleans sand from storm sewers and sanitary sewers with a high volume vacuum
- Operates a chipper to remove trees and brush
- Operates chain saws to cut down trees and clear brush and stumps
- Uses a variety of tools such as electrical tools, compressed air tools, gas powered tools, manual tools and hydraulic tools to effect repairs in a variety of public areas

25. Operates street sweeper/flusher/catch basin cleaner

Public Area Maintenance

- Cuts trees and blocks tree stumps
- Installs and removes docks
- Installs and removes Christmas decorations
- Cuts and trims grass
- Picks up litter and garbage
- Inspects and maintains bridges and culverts, clears blockages
- Paints a variety of surfaces
- Cleans up spills of a variety of materials, including hazardous materials
- Clears snow from sidewalks
- Cleans catch basins
- Repairs sod damage in the spring
- Exposes and marks fire hydrants during the winter months to ensure easy access
- Assists other departments such as Parks and Recreation with a variety of tasks such as moving picnic tables, setting up or taking down equipment for special events, etc.

**Cemeteries**
- Inspects graves for safety and takes corrective actions which may include the lifting of sod and building up of top soil
- Locates, marks and digs burial plots
- Hand digs foundation and cremation holes
- Installs foundations
- Sets up trailers to receive soil and moves soil from burial locations to holding areas
HEAVY EQUIPMENT OPERATOR – LEAD HAND

Cemeteries (cont’d)

44. Operates a backhoe to dig graves
   - Seeds, sods and landscapes grounds (areas outside cemetery also)
   - Water and Sewer Repairs
   - Installs, repairs and maintains storm and sanitary sewers
   - Assists with repairs and maintenance of water main valves and fire hydrants

Customer Service

- Responds to public enquiries, giving out information, resolving issues and turning negative situations into positive ones
- Ensures the safety of members of the public around work areas
- Responds to emergency callouts and operates equipment to ensure public places are repaired and maintained in a clean, safe and useable manner

Equipment Maintenance

- Conducts circle checks of equipment to ensure optimum operation. This includes checking lights, wipers, fluid levels and tire pressure
- Conducts pre-operational checks on equipment and cleans, lubricates and fuels equipment
- Installs tires and welds materials
- Maintains the shop in a clean and safe manner, sweeping floors and shoveling snow
- Performs minor repairs such as sharpening or changing blades
- Removes and installs wings and ploughs
- Troubleshoots and repairs electrical and hydraulic systems

Other

- Complies with Town of South Bruce Peninsula policies and procedures.
- Performs all other duties as assigned by management.
TOWN OF SOUTH BRUCE PENINSULA

Public Works Department

Title: LANDFILL SITE ATTENDANT
Department: Public Works
Location: Landfill Site
Reports To: Public Works Foreperson

Summary: Opens and closes a landfill site, collects tipping fees and maintains scales in a clean and safe manner

Qualifications: Must be bondable in Canada

Must possess a valid Ontario Class “G” licence

Tasks: Customer Service

- Greets taxpayers and ensures they belong to the municipality
- Responds to questions from the public, giving out information and resolving problems
- Landfill Site Coordination
- Locks and unlocks the landfill site
- Checks the contents of trucks and trailers to ensure landfill site rules are followed and Ministry of Environment standards are maintained
- Directs taxpayers to designated areas for unloading
- Landfill Site Administration
- Key enters information to operate the landfill scale, complete weigh ins and weigh outs
and create receipts

- Gives copies of receipts to taxpayers and files copies for delivery to a Revenue Clerk/Cashier

- Balances cash and delivers cash and receipts to a Revenue Clerk/Cashier

**General Maintenance**

- Maintains the work area in a clean and safe manner

- Clears snow at the landfill scales

- Collects litter and debris and picks up garbage scattered by birds and animals

**Other**

14. Complies with the Town of South Bruce Peninsula policies and procedures

15. Performs all other duties as assigned by management.
Public Works Department

Title: Parks & Recreation Maintainer / Refrigeration Boiler Operator / Lead Hand
Department: Recreation & Facilities
Location: Wiarton & District Community Centre, Parks and Facilities throughout the Town of South Bruce Peninsula

Reports To: Facilities Coordinator.

Summary: Leads work during activities related to facility and ice maintenance, monitors compressors and performs building repairs, and park maintenance.

Qualifications: Must possess a valid licence through the Ministry of Skills & Development in refrigeration
Must possess a valid Ontario Class “G” licence

Tasks: Supervision
  - Oversees daily operation of arena
  - Provides on-site supervision and assistance, provides leadership, assigning work, assures deadlines are met
  - Identifies issues and recommends solutions
  - Prepares daily work duties
  - Oversees and implements preventative maintenance programs

Facility Maintenance
  - Cleans and scrubs arena dressing rooms and galleries
  - Cleans arena glass
  - Cleans washroom fixtures, floors and walls
  - Locks and unlocks facilities
- Logs compressor readings at two hour intervals
- Sweeps and mops dressing rooms, players' benches, penalty boxes and along boards and the gallery area
- Tours facilities to ensure facilities are vacant and lock up
- Cleans and stocks washrooms with supplies such as toilet paper
- Ball diamond maintenance
- Campground Maintenance such as garbage pick up and dock repairs

IceMaintenance
- Follows a schedule and drives ice surfacing equipment to maintain and flood ice surfaces to a specified thickness
- Installs and removes ice
Title: Parks & Recreation Maintainer / Refrigeration Boiler Operator / Lead Hand

Repairs

- Performs a variety of carpentry minor repairs such as making adjustments to arena boards and doors
- Performs a variety of minor electrical repairs such as replacing light ballasts, light tubes, breakers, fuses and receptacles
- Sands and paints surfaces such as concrete walls and floors
- Performs a variety of minor plumbing repairs such as repairing toilets, sinks, urinals and faucets
- Replaces belts and other parts on condensers, fans and pumps

Customer Service

- Sets up and takes down tables, chairs and other equipment for a variety of functions
- Responds to public enquiries, giving out information, resolving issues and turning negative situations into positive ones
- Ensures the safety of members of the public around work areas
- Responds to emergency callouts and operates equipment to ensure public places are repaired and maintained in a clean, safe and useable manner

Outside Maintenance

- Cuts and trims grass
- Picks up garbage and litter
- Shovels and blows snow from entrances and walkways
- Applies ice melter
- Waters flowers
Other

- Complies with Town of South Bruce Peninsula policies and procedures
- Performs all other duties as assigned by management.