



TOWN OF WINDSOR

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1089**

COLLECTIVE AGREEMENT

EFFECTIVE APRIL 1, 2015 TO MARCH 31, 2020

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THIS AGREEMENT MADE THIS 26 DAY OF May, 2015.

BETWEEN:

THE TOWN OF WINDSOR,
hereinafter called "the Employer",

Party of the First Part

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1089,
hereinafter called "the Union",

Party of the Second Part

ARTICLE 1 - PREAMBLE

1.01 It is the purpose of both parties to this Agreement to maintain and improve harmonious relations and settle conditions of employment between the Employer and the Union.

To recognize the mutual value of joint discussions in matters pertaining to working conditions, employment, services, etc.

To encourage efficiency in operations.

To promote the morale, well-being and security of all Employees in the bargaining unit of the Union, and

1.02 It is now desirable that methods of bargaining and, matters pertaining to the working conditions of the Employees be drawn up in a Collective Agreement.

1.03 In this Agreement, any references to Department Head will mean either the Director of Public Works or the Director of Community Development, Tourism and Recreation.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 The Union recognizes that it is the function of the Employer to manage the affairs of the operation and to direct Union work forces of the Employer subject to the terms of this Agreement.

2.02 All terms of this Agreement may constitute the subject of a grievance and as such may be dealt with in accordance with the Grievance Procedure outlined in Article 12.

ARTICLE 3 - RECOGNITION AND NEGOTIATION

- 3.01 The Employer recognizes the Canadian Union of Public Employees, Local 1089 as the sole and exclusive collective bargaining agent for a Bargaining Unit consisting of all Employees of the Employer, but excluding all Foremen and those equivalent to the rank of Foreman and above, Office Employees, and those excluded by Paragraphs (a) and (b) of Subsection (2) of Section 1 of the Trade Union Act, and hereby agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them.
- 3.02 No Employee shall be required or permitted to make a written or verbal Agreement with the Employer or his/her representatives which may conflict with the terms of this Collective Agreement.
- 3.03 a) Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except for the purpose of instruction, experimenting or unanticipated circumstances or emergencies when regular Employees are not readily available as per Article 3.03b. This provision does not prevent performances of work by students, grant workers or other Employees who have not been covered by this Collective Agreement through past practice, provided that engagement of such Employees will not cause a reduction in the regular hours of work or pay of any bargaining unit Employee as per current practice.
- b) "Readily available" as it relates to Article 3.03a means the Employee must respond to the first or second call from the Employer on a contact list of up to two phone numbers per Employee provided by the Employee to the Union. The Union will provide this list to the Employer for use for overtime calls.
- 3.04 Definitions
- (1) **Full-time Employee:** an Employee who normally works an eight (8) hour day, five (5) days/week for forty (40) hours/week.
 - (2) **Part-time Employee:** an Employee who normally works less than a full-time Employee.
 - (3) **Seasonal Employee:** an Employee and member of the bargaining unit who normally works during one or more of the seasons in a year, but less than all four of the seasons. Once an Employee is asked to work into the fourth (4th) consecutive season, they will automatically become classified as full time and subject to Article 17.

- (4) **Temporary Employee:** a temporary Employee is an Employee who is hired for a period not to exceed twelve (12) months. Temporary Employees shall be bargaining unit members and be entitled to the right of the Collective Agreement but shall not accumulate seniority, or have recall rights. However, should a temporary Employee become employed in either a full time or part time position immediately following the completion of his/her temporary assignment, his/her seniority shall be dated to his/her original date of hire. The Employer agrees to fill any temporary vacancy with the senior qualified bargaining unit member, if one is available before hiring from outside.
- (5) **Rink Employee:** an Employee who normally works while the rink is open.

ARTICLE 4 – NO DISCRIMINATION

- 4.01 The Employer and the Union agrees that neither party shall discriminate, interfere, restrict, coerce, exercise or practice, with respect to any Employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline classification, discharge, or otherwise by reason of race, creed, colour, national origin, political or religious affiliation, sex or marital status, nor by reason of his/her membership in a labour union.
- 4.02 The Union and Employees of the Employer, represented by such Union, agree that there will be no intimidation, interference, restraint or coercion exercised or practiced with respect to any Employee of the Employer by any of its members or representatives.

ARTICLE 5 - UNION MEMBERSHIP REQUIREMENT

- 5.01 The Employer agrees that it shall be a condition of employment with the Employer that all Employees covered by this Agreement, upon completion of sixty (60) satisfactory working days in any one year, become and remain members in good standing of the Union.
- 5.02 Plural or feminine terms may apply whenever 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 required.

ARTICLE 6 – CHECK-OFF OF UNION DUES

6.01 Union Dues Deductions and Remittance

The Employer will deduct union dues and if applicable, initiation fees or assessments as set by the Union from each pay of all Employees covered by this Collective Agreement.

Such deductions will be forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees, 1375 St. Laurent Boulevard, Ottawa, ON K1G 0Z7, no later than the 15th day of the month following the one in which they were deducted.

- 6.02
- (a) The dues from 6.01 shall be accompanied by two lists of the names, addresses and classifications of Employees from whose wages the deductions have been made.
 - (b) Once the Payroll system is brought back in house, the Employer shall along with the deductions, provide:
 - (i) A completed Union dues remittance form, and
 - (ii) an electronic spreadsheet indicating the pay period(s) covered by the deduction and the following information of all Employees from whose wages the deductions have been made:
 - a. name;
 - b. employment status (such as full-time, part-time, seasonal);
 - c. classification/job title;
 - d. regular earnings;
 - e. hours worked; and
 - f. dues deducted.
 - (iii) The Employer will also send a copy of the Union dues remittance form and spreadsheet to the Local Union Secretary-Treasurer.

6.03 The Union shall forward to the Employer a true extract of all Union minutes authorizing deductions for members for any uniform assessments or changes in same before the Employer shall make such deductions.

6.04 T-4 Slip

The Employer will report the yearly amount of Union dues paid by each Employee on the Employee's T-4 slip or any other future legal reporting requirement.

ARTICLE 7 – THE EMPLOYER AND THE UNION SHALL ACQUAINT NEW EMPLOYEES

7.01 Potential Employees

During the interview process, the Employer will advise potential Employees that a Union Collective Agreement is in effect and will inform them of the conditions of employment set out in the articles dealing with Union Security and Dues.

7.02 New Employees

On commencing employment in a position within the bargaining unit, the Employee's immediate supervisor or other representative of the Employer will introduce the new Employee to their Union Steward or President, as designated by the Union.

The representative designated by the Union will be given an opportunity to meet privately with each new Employee during the first month of employment to acquaint them with the structure, benefits and duties of the union membership. A maximum of sixty minutes will be allowed for this purpose within regular working hours and without loss of pay for either Employee.

7.03 Notification of New Hires

The Union shall be notified of the full name, position and employment status (e.g. full-time, part-time, temporary, seasonal), start date and work location of all Employees hired into the bargaining unit prior to their first day of employment.

ARTICLE 8 – CORRESPONDENCE

8.01 All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Chief Administrative Officer and the Secretary and/or President of the Union.

ARTICLE 9 – LABOUR MANAGEMENT COMMITTEE

- 9.01 For the efficiency of the service it is agreed by both parties to this Agreement that a Management-Labour Relations Committee be set up. This Committee shall meet at least quarterly. The said Committee shall consist of four non-union persons appointed by the Employer and four members of the Local Union. There shall be two persons in attendance from labour and management to constitute a quorum. Each party shall inform the other, in writing, by the 31st day of January in each year the names of the appointees to the Committee.
- 9.02 The Committee shall concern itself with the following matters:
- 1) Considering constructive criticisms of all activities so that better relations shall exist between the Employer and the Employees.
 - 2) Improving delivery of services to the public.
 - 3) Promoting health and safety practices.
 - 4) Reviewing suggestions (but not grievances).
 - 5) Correcting conditions causing grievances and misunderstandings.
- 9.03 Employees shall not suffer any loss of pay for time spent with this Committee.
- 9.04 An Employer and a Union Representative shall be designated as joint Chairpersons and shall alternate in presiding over meetings.
- 9.05 Minutes of each meeting of the Committee shall be prepared by the joint Chairpersons alternately as promptly as possible after the close of the meetings. The Union, the CUPE Representative and the Employer shall each receive one (1) single copy of the minutes within ten (10) days following the meeting. The Employer shall be responsible for the typing of the minutes.
- 9.06 The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement. The Committee shall not supersede the activities of any other Committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

ARTICLE 10 – LABOUR MANAGEMENT BARGAINING RELATIONS

- 10.01 A Union Bargaining Committee shall be appointed and consist of not more than four members of the Union. The Union will notify the Employer in writing of the Union(s) nominee(s) to the Committee.
- 10.02 The Union Bargaining Committee of four (4) union members shall represent the Union during the collective bargaining for modifications to this Collective Agreement where both parties have agreed to negotiate amendment(s) during the life of this Agreement, or for collective bargaining in the renewal of the Agreement in accordance with Article 33.
- 10.03 The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such Representative(s) shall have access to the Employer's premises after receiving permission in order to investigate and assist in the settlement of a grievance.
- 10.04 Any representative of the Union on the Bargaining Committee, who is in the employ of the Employer, shall have the right to attend meetings with the Employer held within working hours without loss of remuneration. Such time shall include caucus time during negotiations.
- 10.05 The Employer shall make available to the Union, upon request, information that may be reasonably deemed as required for collective bargaining purposes.

ARTICLE 11 – RESOLUTIONS AND REPORTS OF THE COUNCIL

- 11.01 Copies of all motions, resolutions and by-laws or rules and regulations adopted by the Council which directly affect the members of this Union are to be forwarded to the Union.

ARTICLE 12 – GRIEVANCE PROCEDURE

- 12.01 In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee and the Union Steward. The Steward shall assist any Employee, which the Steward represents, in preparing and presenting his/her grievance in accordance with the grievance procedure.

- 12.02 The Union shall select one Steward and a Grievance Committee chairman. These two shall form the Grievance Committee along with officers of the Local Union and a representative of the Canadian Union of Public Employees.
- 12.03 The Union shall notify the Employer in writing of the names of the members of the Grievance Committee.
- 12.04 The Employer agrees that the Steward shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while investigating grievances and/ or meetings related to a grievance as provided in this article. The Union recognizes that the Steward is employed full time by the Employer and that he/she will not leave their work during working hours except to perform their duties under this Agreement. Therefore the Steward shall not leave their work without first obtaining the permission from their supervisor. Such permission shall not be unreasonably denied and the supervisor will, dependent upon its operational requirements, attempt to allow the Steward to leave as soon as possible.
- 12.05 A grievance shall be defined as any difference arising out of interpretation, application, administration, or alleged violation of the Collective Agreement. Where a question arises as to whether a particular dispute is or is not a grievance, the matter may be taken through the grievance procedure and determined, if necessary, by arbitration.
- 12.06 An earnest effort shall be made to settle grievances fairly and promptly in the following manner:
- Step 1*
- An Employee who has a grievance shall first discuss the matter with his/her immediate supervisor, or his/her designated alternate, in an effort to resolve the matter.
- Step 2*
- If the matter can not be resolved between the Employee and his/her supervisor, the Union may submit the grievance in writing to the Department Head, or the designated alternate. The written grievance must be submitted within thirty (30) calendar days of the event given rise to the grievance and shall contain the particulars of the grievance and the redress sought.

Step 3

The Department Head, or the designated alternate, shall reply to the grievance in writing within ten (10) working days of receipt of the grievance. The Parties shall meet at a mutually agreed time within this period in an attempt to settle this grievance.

Step 4

Should the grievance remain unresolved, the Union may submit the grievance in writing to the Chief Administrative Officer, or his/her designated alternate, within ten (10) working days of receipt of the Department Head's reply.

Step 5

The Chief Administrative Officer, or his/her designated alternate, shall reply to the Union within ten (10) working days of receipt of the grievance. The parties shall meet at a mutually agreed time within this period in an attempt to settle this grievance.

Step 6

Failing satisfactory settlement of the grievance, the Union may refer the dispute to arbitration within twenty (20) working days of receipt of the CAO's response.

The grievor has the right to be present at all stages of the grievance and arbitration procedure.

- 12.07 Where a dispute involving a question of general application or interpretation occurs, or where a group of Employees of the Local Union or the Employer has a grievance, such grievance may be submitted in writing directly to the Chief Administrative Officer, or his/her designated alternate, at step 4. A grievance filed under this provision must be filed within thirty (30) calendar days of the date of the event given rise to the grievance. The Party receiving the grievance shall reply in writing within ten (10) working days of the date of receipt. The Parties shall meet at a mutually agreed time during the ten (10) working day period to attempt to settle the grievance.
- 12.08 The Union and its Representatives shall have the right to originate a grievance on behalf of an Employee, or group of Employees and to seek adjustment with the Employer in the manner provided in the Grievance Procedure. Such a grievance shall commence at Step 2.

- 12.09 An Employee, or group of Employees, who required to work under conditions alleged to be unsafe or unhealthy shall have the right to file a grievance at step 4 for preferred handling if he/she is not satisfied with the decision of the Safety Committee. Such grievances must be filed within ten (10) working days of the date of the response from the Safety Committee. The CAO or his/her designated alternate, shall reply in writing within ten(10) working days. The parties shall meet at a mutually agreed time during the ten (10) working days to attempt to settle the grievance.
- 12.10 Replies to grievances stating reasons shall be in writing at all stages.
- 12.11 The Employer shall supply the necessary facilities for the grievance meetings.
- 12.12 Any mutually agreed changes to this Collective Agreement shall form part of this Collective Agreement and are subject to the grievance and arbitration procedure.
- 12.13 The time limits set out in this article may only be extended by written consent of both Parties.
- 12.14 No grievance shall be defeated or denied by any formal or technical objection. An Arbitrator shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance, in order to determine the real matter in dispute and to render a decision which he/she deems to be just and equitable.

ARTICLE 13 – ARBITRATION

The Union and the Employer agree that a Sole Arbitrator shall be used to hear disputes which have been referred to arbitration.

- 13.01 When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail to the other party of the Agreement, indicating the name of its choice of arbitrators. Within five (5) days thereafter, the other party shall answer by registered mail indicating the name and address of its choice of arbitrator.
- 13.02 If the parties fail to agree to the choice of Sole Arbitrator, the appointment shall be made by the Minister of Labour upon request of either party.

- 13.03 A Sole Arbitrator, shall determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations. In its attempts at justice, the Sole Arbitrator shall, as much as possible, follow a layman's procedure and shall avoid legalistic or formal procedures. It shall hear and determine the difference or allegation and render a decision within ten (10) days from the time the arbitration is heard whenever possible.
- 13.04 The decision of the Sole Arbitrator shall be final, binding and enforceable on all parties, and may not be changed. The Sole Arbitrator shall have the power to modify or set aside any penalty imposed by the Employer relating to the disciplinary measures before them, but shall not have the power to add, subtract or modify any terms of this Agreement.
- 13.05 Should the parties disagree as to the meaning of the Sole Arbitrator's decision, either party may apply to the Sole Arbitrator to reconvene the parties to clarify the decision, which it shall do within five (5) days.
- 13.06 Each party shall pay one half of the fees and expenses of the Arbitrator.
- 13.07 The time limits set out in this article may only be extended by written consent of the parties.
- 13.08 At any stage of the Grievance or Arbitration Procedure, the parties shall have the assistance of any Employee(s) concerned as witnesses and any other witnesses. All reasonable arrangements will be made to permit the conferring parties or the arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

ARTICLE 14 – DISCHARGE, SUSPENSION AND DISCIPLINE

- 14.01 Both parties agree that an Employee is considered innocent until proven guilty. Therefore, in the event the Employer initiates a disciplinary action against an Employee who has completed his/her probationary period and which may result in the suspension or discharge of the Employee, the Employer shall follow the progressive discipline process, as per the Town of Windor's Human Resource Policy. The Policy will be posted on a bulletin board in each worksite.

- 14.02 The Employee shall be notified in writing of the action and/or penalty with a copy to the Secretary of the Union. In cases of discharge and discipline, the burden of proof of just cause shall rest with the Employer. Evidence shall be limited to the grounds stated in the discharge or discipline notice to the Employee.
- 14.03 Whenever the Employer or his/her authorized agent deems it necessary to censure an Employee in a manner indicating that dismissal may follow any further infraction, or may follow if such Employee fails to bring his/her work up to a required standard by a given date, the Employer shall, within ten (10) days thereafter, give written particulars of such censure to the Secretary of the Union, with a copy to the Employee involved.
- 14.04 The record of an Employee shall not be used against him/her at any time after eighteen (18) months following a suspension or disciplinary action, including letters of reprimand or any adverse reports.

ARTICLE 15 – SENIORITY

- 15.01 Seniority is defined as the length of service with the Employer and shall be used in determining preference or priority for promotions, transfers, demotions, lay-offs, recall and reduction of the work force. Seniority shall work on a departmental basis, i.e. Public Works/Water, Rink, Cemetery and Parks and Grounds, as in Schedule A.
- 15.02 The Employer shall maintain two seniority lists showing
- (1) all full-time Employees, and
 - (2) all seasonal, part-time and rink Employees,
- both lists showing the date upon which each Employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year.
- 15.03 A newly hired Employee shall be on probation for a period of sixty (60) days worked from the date of hiring. After completion of the probationary period, seniority shall be effective from the original date of employment. The probationary period of an Employee may be extended by mutual Agreement between the Union and the Employer.

- 15.04 An Employee shall not lose seniority rights if he/she is absent from work because of sickness, accident, layoff, or leave of absence approved by the Employer. An Employee shall only lose his/her seniority in the event:
- 1) He/she is discharged for just cause and is not reinstated.
 - 2) He/she resigns in writing and does not withdraw within two days.
 - 3) He/she is absent from work in excess of five (5) working days without sufficient cause or without notifying the Employer unless such notice was not reasonably possible.
 - 4) He/she fails to return to work within seven (7) calendar days following a lay off and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the Employee to keep the Employer informed of his/her current address. An Employee recalled for casual work or employment of short duration at a time when he/she is employed elsewhere shall not lose his /her recall rights for refusal to return to work.
 - 5) He/she is laid off for a period longer than one year.
- 15.05 No Employee shall be transferred to a position outside the bargaining unit without his/her consent. If an Employee is transferred to a position outside of the bargaining unit, he/she shall retain his/her seniority accumulated up to the date of leaving the Unit for a period of sixty (60) working days, but will not accumulate any further seniority. If such Employee later returns to the Bargaining unit, he/she shall be placed in a job consistent with his/her seniority. Such return shall not result in the layoff or bumping of an Employee holding greater seniority.

ARTICLE 16 – PROMOTIONS AND STAFF CHANGES

- 16.01 When a vacancy occurs or a new position is created inside the bargaining unit, the Employer shall notify the Union and laid off Employees in writing and post notice of the position in the shops and on all Bulletin Boards for a minimum of one week, so that all members will know about the vacancy or new position.
- 16.02 Such notice shall contain the following information: nature of position, qualifications, required knowledge and education, skills, shift, wage rate. Such qualifications may not be established in an arbitrary or discriminatory manner.

16.03 Both parties recognize:

- 1) the principle of promotion within the service of the Employer.
- 2) that job opportunity should increase in proportion to length of service and required qualifications.

Therefore, in making staff changes, transfers, or promotions, appointment shall be made of the applicant with the greatest seniority, and having the required qualifications. Appointments from within the bargaining unit shall be made within three weeks of posting.

16.04 The successful applicant shall be placed on trial for a period of six (6) months. Conditional on satisfactory service, the Employee shall be declared permanent after the period of six (6) months. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the Employee is unable to perform the duties of the new job classification, he/she shall be returned to his/her former position, wage or salary rate and without loss of seniority. Any other Employee promoted or transferred because of the re-arrangement of positions shall also be returned to his/her former position, wage or salary rate, without loss of seniority.

16.05 Consideration for promotion may be given to the senior applicant who does not possess the required qualifications, but is preparing for qualification prior to filling of vacancy. Such Employee will be given a trial period to qualify within a reasonable length of time and to revert to his/her former position if the required qualifications are not met within such time.

16.06 Within seven calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be sent to each applicant. The Union shall be notified of all appointments, hirings, layoffs, transfers, recalls and terminations of employment.

16.07 Each Employee shall receive a minimum of five (5) days paid job related training per year. Beyond the five (5) days set out herein the Employer reserves the right to require paid attendance at any additional required training.

16.08 A request for training form for classifications 1-8 must be filled out and signed by the Employee wishing to be trained. Once the Employee requests the training, they will be trained in order of seniority. Once the Employee has been trained by a competent instructor the Employee will be deemed competent in the operation of the equipment. The Employer reserves the right to limit the number of Employees being trained at any one time.

- 16.09 Management or an outside agency will deem an Employee competent in a piece of equipment.
- 16.10 The Employee sharing their knowledge is not responsible for incidents that occur as a result of being asked to share their knowledge to their fellow Employees on any piece of equipment.
- 16.11 The Employer will facilitate or provide the training on the equipment or support the distribution/collection training or any other relevant training required.
- 16.12 The Employer may request from time to time that an Employee temporarily assume the position of Lead Hand, which position shall carry out certain supervisory responsibilities as assigned, in addition to normal work of the bargaining unit. The Lead Hand shall be paid at one dollar and twenty-five cents (\$1.25) above the normal wage rate for the Employees so designated.

ARTICLE 17 – LAY-OFFS AND RECALLS

- 17.01 Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a lay-off, Employees shall be laid off in the reverse order of their seniority.
- 17.02 Employees shall be recalled in the order of their seniority, provided that they are immediately available to do the work and are qualified to do the work.
- 17.03 Subject to Article 16 no new Employees will be hired for any bargaining unit position until all qualified, seasonal, part time, and rink Employees have been offered the employment opportunity.
- 17.04 Unless legislation is more favourable to the Employees, the Employer shall notify Employees who are to be laid off ten (10) working days prior to the effective date of lay-off. If the Employee has not had the opportunity to work the days as provided in this article, he/she shall be paid for the days for which work was not made available.

ARTICLE 18 - HOURS OF WORK

- 18.01 The Employer agrees that the normal work week for all Employees covered by this Agreement, except Rink Operators, shall be five (5) days per week, Monday through Friday, eight (8) hours per day, constituting a forty (40) hour work week. The normal work day shall not commence before 7:30 a.m. nor finish later than 4:30 p.m.

- 18.02 The normal work week for all full time Employees at the rink will be a minimum of forty (40) hours per week.
- 18.03 Employees shall be allowed five (5) minutes wash-up time before lunch period and before quitting time.
- 18.04 All other shift work arrangements where the majority of hours do not fall within the normal shift as outlined in Section 18.01 of this Article shall carry a premium of two dollars and fifty cents (\$2.50) per hour.

ARTICLE 19 – OVERTIME

- 19.01 All time worked before or after the regular work day and the regular work week, or on a holiday, shall be considered overtime.
- 19.02 Overtime work on Saturday shall be paid for at the rate of time and one-half (1.5x).
- 19.03 Overtime work on a Sunday or on a Holiday shall be paid for at the rate of double time (2x).
- 19.04 An Employee required to work more than three hours overtime shall be provided with a meal or an allowance as per current practice and at eating establishments mutually agreed upon.
- 19.05 All Employees covered by this Agreement who are called out and report for work, or who are called out and report for work on other than the normal work day, shall be paid by the Employer at a minimum the equivalent of four (4) hours work at the prevailing rate of pay whether such Employees works or not, for each time that such Employees are called out and report for work.
- 19.06 (a) Part-time and seasonal Employees covered by this contract will only be eligible to receive overtime rates of pay at the above-mentioned rates after having completed eight (8) hours a day or forty (40) hours of work in any given pay period.
- (b) Notwithstanding (a) any work a seasonal Employee is requested to perform on a Saturday or Sunday will be paid at the appropriate rate as per 19.02 and 19.03
- 19.07 All time worked by rink Employees over forty (40) hours per week shall be paid for at the rate of time and one-half and all time worked in excess of fifty two (52) hours per week shall be paid for at the rate of double time. The provisions above pertaining to overtime on Saturday and Sunday shall not apply to rink Employees.

19.08 Instead of cash payment for overtime, an Employee may choose to receive time off at the appropriate overtime rate at which the overtime was worked at a time mutually agreed to by the Employee and the Employer. The parties agree that Employees shall have a banking entitlement of a maximum of five (5) days. Where time off in lieu of pay is requested by the Employee, pay rate differentials as allowed for in the contract, will be paid on the regular pay cheque during the pay period worked.

ARTICLE 20 - HOLIDAYS

20.01 The Employer recognizes the following as paid holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Queen's Birthday	Christmas Day
Canada Day	Boxing Day
1st Monday in August	Heritage Day

and any other day proclaimed as a holiday by the Federal, Provincial or Municipal Governments and the last four (4) hours on the Employees last regularly scheduled day prior to Christmas Day or the last four (4) hours on the Employees last regularly scheduled day prior to New Year Day. Those Employees who cannot, due to operational requirements receive the time off will be given the time off in lieu at a time to be agreed between the Employee and the supervisor. Any Employee required to work will receive their regular rate of pay.

20.02 In order to qualify for pay for the above mentioned holidays, Employees will be required to work the last available working day prior to and the first available following the holiday. If work is not available or if an Employee is sick on the scheduled working day before or after the said holiday, Employees will be entitled to pay for the holiday, except in the case of an Employee who has been laid off more than five (5) consecutive days immediately prior to the holiday.

20.03 When any of the above noted holidays falls on Saturday or Sunday an Employee shall be paid for such holiday or receive another day off.

- 20.04 An Employee who is not scheduled to work on the above holidays shall receive holiday pay equal to one day's pay. An Employee who is scheduled to work shall be paid at the rate of time and one-half in addition to the holiday pay.
- 20.05 When rink Employees are scheduled to work a statutory holiday, clause 19.03 will apply.

ARTICLE 21 - VACATIONS

- 21.01 An Employee shall receive an annual vacation with pay in accordance with his/her years of employment as follows:
- | | |
|---------------------------|---|
| Less than six months | In accordance with Labour Standards |
| More than six full months | Pro rata on number of days worked up to ten (10) days at one (1) year |
| One year or more | Two weeks (10 working days) |
| Two years or more | Three weeks (15 working days) |
| Ten years or more | Four weeks (20 working days) |
| Fifteen years or more | Five weeks (25 working days) |
| Twenty-five years or more | Six weeks (30 working days) |
- 21.02 If a paid holiday falls or is observed during an Employee's vacation period, he/she shall be allowed an additional day's vacation or a day's pay in lieu of such holiday.
- 21.03 Vacation pay for each week of vacation shall be at the rate of his/her current weekly pay.
- 21.04 An Employee terminating his/her employment at any time in his/her vacation year, before he/she has had his/her vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation, prior to termination. On normal retirement, an Employee shall be entitled to the same vacation or vacation pay which he/she would have earned if he/she had continued in employment to the end of the calendar year.

- 21.05 Vacation schedules shall be posted by May 1st of each year and shall not be changed unless mutually agreed upon by the Employee and the Employer. Vacations shall commence immediately following an Employee's regularly scheduled days off.
- 21.06 An Employee shall be entitled to receive up to three weeks vacation in an unbroken period, unless otherwise mutually agreed upon between the Employee and the Employer.
- 21.07 Seasonal Employees shall be paid vacation pay on a weekly basis as follows:
- Up to 8 years – 4% of earnings
 - Between 8 and 10 years – 6% of earnings
 - 10 years or more – 8% of earnings
 - 15 years or more – 10% of earnings
- Seasonal Employees shall be paid vacation pay as set out herein and are not entitled to time off as vacation.

ARTICLE 22 – SICK LEAVE PROVISIONS

- 22.01 Sick leave means the period of time an Employee is absent from work with full pay by virtue of being sick or disabled, exposed to a contagious disease, or under examination or treatment of a physician, chiropractor, or dentist, or because of an accident for which compensation is not payable under the Workers' Compensation Act.
- 22.02 All full time Employees covered by this Agreement, after sixty (60) working days, but retroactive to the date of employment shall accumulate sick leave at the rate of one and one-half (1½) days per month to a maximum accumulation of one hundred and fifty (150) working days. Days absent from work on sick leave will be deducted from the accumulated total.
- 22.03 Part-time and seasonal Employees covered by this Agreement, after sixty (60) working days, but retroactive to date of employment, shall accumulate sick leave at the rate of one and one-half (1½) days per month on a pro-rata basis to a maximum accumulation of seventy-five (75) working days. Days absent from work on sick leave will be deducted from the accumulated total.

22.04 An Employee claiming sick leave must produce a certificate or medical prognosis as requested by the Employer from a physician who is treating him/her after five (5) consecutive working days of illness detailing the Employees ability to meet the requirements of their position. Such certificate or medical prognosis must be in a form legible to the Employer and supportive of the Employees medical requirement for sick leave. If such medical certificate or prognosis is not produced the Employee shall have no claim for pay in respect to his/her absence from work.

The Employer will pay a Doctor's invoice for medical certificate or a prognosis when submitted to the Employer.

22.05 In any case of an absence of an Employee due to sickness, the matter will be reported to the Employer at least one (1) hour prior to the time such Employee's work commences. The Employer reserves the right to send someone to investigate any reported illness of an Employee.

22.06 Fraudulently applying for and obtaining sick leave shall be cause for discipline and up to discharge as outlined in Article 14.

22.07 It is understood that any indemnity paid under the group insurance for disability due to an illness, while the Employee is receiving sick leave pay from the Employer shall be paid over to the Employer.

22.08 When a rink Employee is absent due to illness, the Employee shall be paid the actual number of hours scheduled for that day to a maximum of twelve (12) hours. Time paid for a sick day will not be considered overtime.

22.09 The Employer's Attendance Support Policy will be managed in a fair and consistent manner with the following objectives:

- (1) To maximize service delivery to the public.
- (2) To assist Employees in minimizing absences from work by providing accommodations where required and practical. To provide medical and rehabilitation resources to the extent allowed for in the policy.
- (3) The Employer and Union will work together to develop a policy and return to work strategies to assist Employees in the provision of information used to determine what accommodation may be required.

ARTICLE 23 – LEAVE OF ABSENCE

- 23.01 The Employer agrees that where permission has been granted to representatives of the Union to leave their employment temporarily in order to carry on negotiations with the Employer, or with respect to a grievance, they shall suffer no loss of pay for the time so spent.
- 23.02 Upon request to the Employer, an Employee elected or appointed to represent the Union at conventions shall be allowed leave of absence without pay and benefits. Leave of absence without pay but without loss of benefits shall be allowed Employees to attend Executive and Committee meetings of CUPE, its affiliated or chartered bodies.
- 23.03 (1) The Employer recognizes the right of an Employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence without loss of benefits so that the Employee may be a candidate in Federal or Provincial elections.
- (2) An Employee who is elected to public office shall be allowed leave of absence without loss of seniority during his/her initial term of office up to five (5) years.
- (3) An Employee who is elected or selected for a full-time position with the Union, or any body with which the Union is affiliated, shall be granted leave of absence without loss of seniority for a period of one year. Such leave shall be renewed each year, on request, during his/her term of office.
- 23.04 (1) When death occurs to a member of the immediate family of an Employee covered by this Agreement, hereinafter defined, such Employee shall be granted Compassionate Leave with pay for a period not to exceed five (5) days, one of which shall be the day of the funeral, to the extent that any or all of these days are normal working days.
- (2) One (1) day's Compassionate Leave with pay shall be granted to any Employee covered by this Agreement for the purpose of attending the funeral of a grandparent, sister-in-law, or brother-in-law, providing such day is a normal working day.
- (3) Any such Employee, while on Compassionate Leave with pay, shall receive the same regular rate of pay from the Employer as was in effect for the said Employee immediately prior to going on Compassionate Leave.

- (4) For the purpose of this Article, members of the immediate family are the Employee's spouse/partner, mother, father, brothers, sisters, sons, daughters, mother-in-law, and father-in-law, and includes step-parents, step-sibling and step children.
 - (5) An Employee shall be granted two (2) additional days of Compassionate leave with pay if a parent, spouse or child dies outside the Province and the Employee attends the funeral and such additional leave is required for reasonable travel to and from the funeral.
- 23.05 The Employer shall grant leave of absence without loss of seniority benefits to an Employee who serves as a juror or witness in any court or who is required by subpoena to attend a court of law or coroner's inquest. The Employer shall pay such an Employee the difference between normal earnings and the payment received for jury service or court witness, excluding payment for travelling, meals or other expenses. The Employee will present proof of service and the amount received.
- 23.06 (a) An Employee shall be entitled to leave of absence without pay and without loss of seniority when he/she requests such leave for good and sufficient cause. Such request shall be in writing and approved by the Employer. The Employer may at its discretion grant a leave of absence for good and sufficient cause with pay and without loss of seniority.
- (b) An Employee who is on leave of absence without pay as per 23.06 (a) will be entitled to continue his/her benefits. Employees shall pay for both their premium as well as the Employer's premium for the time they are on the unpaid leave of absence.
- (c) An Employee who is on a leave of absence with pay as per 23.06 (a) shall be entitled to continue his/her benefits. The Employee and the Employer will continue to pay the premiums associated for the length of time the Employee is on the paid leave of absence.

ARTICLE 24 – PAYMENT OF WAGES AND ALLOWANCES

- 24.01 The Employer shall pay salaries and wages weekly in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each pay day each Employee shall be provided with an itemized statement of his/her wages, overtime, and other supplementary pay and deductions. The Employee's net pay shall be deposited to an account in a financial institution of the Employee's choice.

- 24.02 An Employee will be paid according to their classification for all work performed.
- 24.03 An Employee may, upon giving at least two weeks-notice on the last day preceding commencement of his/her annual vacation, have deposited to his/her account any pay which may fall during the period of vacation.
- 24.04 Once a month a print out of each Employees monthly stats including sick time used, WCB, time in lieu, etc. will be sent in individual envelopes to the Recording Secretary or President of the Local to be distributed to the Employees.
- 24.05 The Director of Public Works or Recreation will sign off on the movement to a higher classification.
- 24.06 If an Employee feels they are not classified properly the Employee shall inform their Director in person and in writing. The Director shall have the Employee assessed. If the Employee passes the competency test of the next level, their pay will be retroactive to the date the Employee requested the reclassification.
- 24.07 Unless the Employee expresses a health/medically related or safety concern regarding a specific piece(s) of equipment or given the training (refresher) on equipment which the Employee has not been using, the Employee may lose their classification if they are not willing to work on all the equipment within their classification as per Schedule A.

ARTICLE 25 – EMPLOYEE BENEFITS

- 25.01 The Employer agrees to continue the present Group Insurance protection family plan during the life of this Agreement.
- 25.02 (1) All Employees shall be covered by the Worker's Compensation Act. No Employee shall have his/her employment terminated as a result of absence from work with a compensable accident.

- (2) An Employee prevented from performing his/her regular work with the Employer on account of an occupational accident that is covered by the Workers' Compensation Act, shall receive from the Employer the difference between the amount payable by the Worker's Compensation Board and the rate of pay of his/her classification, up to twelve (12) months. If, for any reason, the Employee's classification is eliminated, the difference paid shall be in comparison to an equal classification. Pending a settlement of the insurable claim, the Employee shall continue to receive the full pay and benefits of this Agreement, subject to necessary adjustments.
- (3) In order to continue receiving his/her regular salary, the Employee shall assign his/her Compensation cheque to the Employer. In return, the Employer shall indicate the amount received from the Compensation as a deduction from gross income on the Employee's Income Tax (T-4) form.
- (4) Any waiting period for WCB shall be paid out up to the maximum of the Employee's accumulated sick time provided the Employee has not requested an ROE be issued to them. The sick leave will be reinstated once WCB reimburses the Town of Windsor.

25.03 Retirement Allowance

An Employee that retires after attaining the age of fifty-five (55) shall receive a payment of one hundred and fifty dollars (\$150) for each complete year of service with the Employer.

ARTICLE 26 - SAFETY AND HEALTH

- 26.01 The Union and the Employer shall comply with the Occupational Health and Safety Act of Nova Scotia.
- 26.02 A Safety and Health Committee shall be established and composed of two representatives appointed by the Employer, and two representatives appointed by the Union.
- 26.03 The Safety and Health Committee shall hold meetings as requested by the Union or by the Employer to deal with all unsafe, hazardous or dangerous conditions. Representatives of the Union shall suffer no loss of pay for attending such meetings. Copies of minutes of all Committee meetings shall be sent to the Employer and to the Union.
- 26.04 Employees working in any unsanitary or dangerous jobs shall be supplied with all the necessary tools, safety equipment, and protective clothing.

- 26.05 No Employee shall be disciplined for refusal to work on a job or to operate any equipment which, in the opinion of the majority of the Safety Committee, is unsafe.
- 26.06 An Employee who is injured during working hours, and is required to leave for treatment or is sent home as a result of such injury shall receive payment for the remainder of the shift at his/her regular rate of pay, without deduction from sick leave, unless a doctor or nurse states that the Employee is fit for further work on that shift. An Employee who has received payment under this Section shall receive pay for time necessarily spent for further medical treatment of the injury during regularly scheduled working hours, subsequent to the day of the accident.
- 26.07 Transportation to the nearest physician or hospital for Employees requiring medical care as a result of an accident shall be at the expense of the Employer.
- 26.08 A First Aid Kit shall be supplied by the Employer to each mobile unit of Employees and in other appropriate locations of the Employer.

ARTICLE 27 – GENERAL CONDITIONS

- 27.01 Proper accommodation shall be provided for Employees to have their meals and keep their clothing.
- 27.02 The Employer shall provide a bulletin board in the Town Works Building, the rink, and at the cemetery upon which the Union shall have the right to post notices of meetings and such other notices of interest to Union members.
- 27.03 The Employer shall supply all tools and equipment required by Employees in the performance of their duties. Replacement will be made by producing the worn or broken tool.
- 27.04 All rights, benefits, privileges and working conditions which Employees now enjoy, receive or possess shall continue to be enjoyed and possessed insofar as they are consistent with this Agreement, but may be modified by mutual agreement between the Employer and the Union.
- 27.05 The Town agrees to pay the cost of necessary medical examinations required for a Class III license.

ARTICLE 28 – PENSION PLAN

- 28.01 The pension plan is Employee/Employer cost shared. The contribution level is five percent (5%) contributed by the Employee with a matching five percent (5 %) contributed by the Employer.

ARTICLE 29 – PROTECTIVE CLOTHING

- 29.01 The Employer agrees to supply one (1) pair of coveralls or overalls per year, protective clothing, and safety equipment without cost to all Employees (rubber coats or suits, rubber boots, safety hats and rubber gloves). For all Employees working in the winter months the Employer agrees to provide one pair of insulated coveralls which shall be replaced as required by turning in the used pair in exchange for a new pair.
- 29.02 The Union agrees that Employees will utilize such protective clothing and safety equipment, when required by the Superintendent to do so.
- 29.03 The Employee shall be responsible for the care of all equipment issued to him, and shall return such equipment to the Employer on request, or when replacement is required. All damage to clothing supplied by the Employer, to be reported immediately to the Employer.
- 29.04 (1) If the Employer requires safety boots be worn such boots shall be supplied by the Employer on a 50/50 cost basis.
- (2) If safety boots are not required by the Employer but Employees desire to wear safety boots, the Employer shall arrange for safety boots to be purchased at cost price which shall be deducted from the Employee's first three pays following the purchase.

ARTICLE 30 – SEVERANCE PAY

30.01 An Employee shall be given sixty (60) working days notice and severance pay on the basis of one month's pay for full-time Employees and two (2) weeks' pay for seasonal Employees at the regular rate for the position last occupied for each year of employment if the Employer:

- a) Ceases wholly or partly the operations;
- b) Merges with another Employer;
- c) Changes operating methods;

and the Employer is unable to provide work for a displaced Employee at the same regular rate of pay in a comparable class of work.

ARTICLE 31 - JOB SECURITY

31.01 In order to provide job security for the members of the bargaining unit, the Employer agrees to provide the Union with reasons and with a minimum of sixty (60) days' notice prior to contracting out work or services performed by members of the bargaining unit if such contracting out will cause the lay off or termination of a permanent full-time Employee.

31.02 The Employer shall endeavour to do work with its own Employees and equipment.

ARTICLE 32 – NO STRIKE OR LOCKOUT

32.01 The Union agrees that there shall be no STRIKE or slowdown during the term of this Agreement, and the Employer agrees that there shall be no LOCKOUT of the members of the Union during the term of this Agreement. The words 'STRIKE' and 'LOCKOUT' shall be as defined in the Trade Union Act.

ARTICLE 33 – TERM OF AGREEMENT

33.01 This Agreement shall be binding and remain in effect from April 1, 2015 to March 31, 2020 and shall continue from year to year thereafter, unless either party gives to the other party notice in writing at least ninety (90) days prior to the date of expiry of the Collective Agreement that it desires its termination or amendment.

33.02 Either party desiring to propose changes to this Agreement shall, between the period of 30 and 90 days prior to the termination date, give notice in writing to the other party of the changes proposed. Within twenty (20) working days of receipt of proposed amendments, the parties are required to enter into negotiations for a new Agreement.

33.03 All changes in the new Agreement shall be adjusted retroactively unless otherwise specified.

ARTICLE 34 – BENEFIT AND BINDING

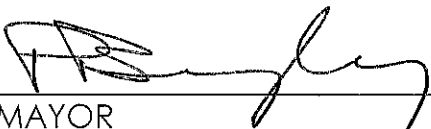
34.01 This Agreement and everything contained herein shall ensure to the benefit of and be binding upon the parties hereto, their successors and assigns, respectively.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by the hands of their duly authorized officers and the affixing of their respective seals the day and year first above written.

Dated at Windsor, N. S. this 26 day of May, 2015.

SIGNED, SEALED AND DELIVERED in the presence of:

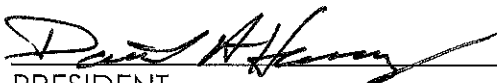
TOWN OF WINDSOR


MAYOR


CHIEF ADMINISTRATIVE OFFICER


WITNESS

CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 1089


PRESIDENT


BARGAINING TEAM MEMBER


BARGAINING TEAM MEMBER

SCHEDULE "A" - WAGES

Pay Class System based on Training and Competencies
 These rates would apply regardless of employment status (i.e. Seasonal or Full-Time)

Classification	Expired	Apr 1/16	Apr 1/17	Apr 1/18	Apr 1/19
	Rate	(1.5%)	(1.5%)	(1.5%)	(2%)
1.) PW Class I General duties, mowers, pickups	\$ 17.50	\$17.76	\$18.03	\$18.30	\$18.67
2.) PW Class II Ton Trucks, Dump Trucks, Sidewalk Machine, Tractor (non-plowing), water repair Knowledge (could repair on own)	\$ 19.50	\$19.79	\$20.09	\$20.39	\$20.80
3.) PW Class III All equipment except those in Class IV or Operator-in-Training (OIT)	\$ 20.19	\$20.49	\$20.80	\$21.11	\$21.53
4.) PW Class IV All equipment, including Loaders with side-wing plows, or snowblower, and digging water/sewer mains, or Distribution I, or Collection I	\$ 21.36	\$21.68	\$22.01	\$22.34	\$22.79

5.) PW Class V Water Distribution II	\$22.00	\$22.33	\$22.66	\$23.00	\$23.46
6.) Rink Class I	\$17.50	\$17.76	\$18.03	\$18.30	\$18.67
7.) Rink Class II Refrigeration Operator Second Class	\$19.50	\$19.79	\$20.09	\$20.39	\$20.80
8.) Lead Hand	\$1.25 more than the regular rate				
9.) Labourer Recreation Dept.	\$ 17.50	\$17.76	\$18.03	\$18.30	\$18.67

The Mechanic position is not considered within the classification system

Mechanic Licensed Mechanic	\$26.00	\$26.39	\$26.79	\$27.19	\$27.73
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MEMORANDUM OF UNDERSTANDING

BETWEEN

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1089

AND

TOWN OF WINDSOR

MULTI-SECTOR PENSION PLAN

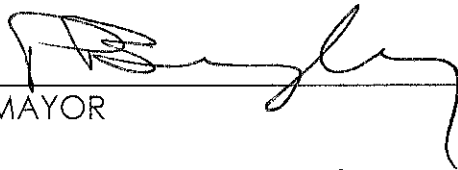
Prior to the expiry of the Collective Agreement and at a Labour Management Meeting, the Committee will look at the possibility of enrolling in a viable and affordable pension plan. The Multi-Sector Pension Plan (MSPP) shall be one of those plans. Either party may seek information on the suitability of the Plan. A presentation can be made to the Parties. If the choice is to enroll in the MSPP the Collective Agreement will be amended to include language related to the MSPP.

DATED THIS 26 DAY OF May, 2015


Signed on behalf of:

TOWN OF WINDSOR


**CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 1089**


MAYOR


PRESIDENT


CHIEF ADMINISTRATIVE OFFICER


BARGAINING TEAM MEMBER


WITNESS


BARGAINING TEAM MEMBER