

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

BY-LAW NO. 2014-19


**Being a By-law to execute a collective agreement with
C.U.P.E./Local 1813-11 for the period of
January 1, 2012 to December 31, 2015**

WHEREAS the Council of the Municipality of Magnetawan deems it in the public interest to execute a collective agreement with C.U.P.E./Local 1813-11;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN ENACTS AS FOLLOWS:

- 1. That the Mayor, Councillor Gray and the Clerk-Administrator are hereby authorized to execute the C.U.P.E./Local 1813-11 collective agreement as per Appendix "A" attached hereto.**
- 2. That this by-law be effective upon its adoption.**

Adopted this 23rd day of July 2014.



Mayor, Sam Dunnett



Clerk-Administrator, Roger Labelle

**APPENDIX 'A' TO
BY-LAW NO. 2014-19**

COLLECTIVE AGREEMENT

BETWEEN

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

AND

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1813-11

January 1, 2012

to

December 31, 2015

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ARTICLE 1

1.01 The purpose of this Agreement is to establish and maintain a harmonious and mutually beneficial collective bargaining relationship between the Employer, the Employees and the Union, to set forth certain terms and conditions of employment relating to pay, hours of work, employee benefits and working conditions affecting employees covered by this Agreement, to ensure the effectiveness and efficiency of the operation and the quality of services provided.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 The Employer retains the right to manage its operations and to direct the work of employees, including the right to hire, promote, transfer and lay-off employees subject to the provisions of this Agreement, and to discipline, suspend, demote, or discharge an employee subject to the right of employees with seniority to grieve the just cause for same.

2.02 The Employer has the right to make and alter, from time to time, rules and regulations to be observed by employees provided that such rules and regulations are not inconsistent or contrary to the terms of this Agreement. The Employer will provide the Union with a copy of any new or revised policy at the time of introduction to the employees.

2.03 The Employer agrees that these rights will be exercised in a manner consistent with the provisions of this Agreement and a claim that the Employer has exercised any of these rights in a manner inconsistent with any provision of this Agreement may be the subject of a grievance.

Definitions:

Full-time employee – Any person normally scheduled to work for more than twenty-four (24) hours per week on a regular basis.

Part-time employee – Any person who is normally scheduled to work for less than twenty-four (24) hours per week.

Temporary employee – Any employee hired to temporarily fill the position of an absent employee, to fill a temporary vacancy or who is called in to work as required.

ARTICLE 3

3.01 Recognition

The Employer recognizes the Canadian Union of Public Employees and its Local 1813-11 as the sole and exclusive collective bargaining agent for all employees employed by The Corporation of the Municipality of Magnetawan in the District of Parry Sound save and except supervisors and persons above the rank of supervisor and students employed during the school vacation period.

3.02 No Other Agreements

No employee shall be required or permitted to make a written or verbal agreement with the Employer or his/her representative, which may conflict with the terms of this Collective Agreement.

3.03 Right of Fair Representation

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer. A representative of the Union shall request permission from the Employer for access to the Employer's premises for the purpose of consulting a steward with regard to Union matters, or the Employer. It is agreed that such visits will be at times agreed to by the Employer during normal business hours and timed to cause as little disruption as possible to the normal conduct of the business.

3.04 Union Officers and Committee Members

The Union and the employees covered by this agreement will not hold meetings nor engage in other activities on the premises of the Employer, or during working hours without the prior permission of the Employer, except as permitted by this Agreement. For the purpose of this Article, Union Officers will not lose regular pay or benefits for all time spent in meetings with the Employer dealing with grievances, subject to Article 20.02.

ARTICLE 4 - NO DISCRIMINATION

4.01 The parties agree that there shall be no discrimination or harassment as defined in the *Ontario Human Rights Code*. Employees shall have the right to be free from harassment and discrimination in the workplace because of race, ancestor, place of origin, colour, ethnic origin, citizenship, creed, age, sex, record of offences, marital status, family status, sexual orientation, disability or any prohibited ground.

4.02 The parties further agree that there shall be no discrimination or harassment on the basis of membership or non-membership or activity in the Union.

ARTICLE 5 - UNION SECURITY

5.01 The Employer agrees during the life of this Agreement to deduct from the wages of employees in the bargaining unit the regular union dues initiation fees or assessments levied by the Union on its members and to remit same to the Secretary-Treasurer of the National Union not later than the tenth (10th) day of the month following the month for which such deductions were made.

The remittance shall be accompanied by a list of the names, telephone numbers, addresses and classifications of employees from whose wages the deductions have been made. This list shall indicate promotions, demotions, hirings, layoffs, transfers, recalls, resignations, retirements, deaths and other terminations of employment. The Employer shall forward a copy of this list to the Secretary-Treasurer of the Local.

5.02 The Union shall advise the Employer in writing of the amount of the regular union dues. Any changes in the amount of the regular union dues shall be communicated to the Employer in writing and shall become effective the month following receipt of such notice by the Employer.

5.03 The Union shall indemnify and save harmless the Employer, its agents and/or employees acting on behalf of the Employer from any and all claims, arising out of the collection or attempted collection, custody of and/or account of such authorized dues.

5.04 The Employer shall indicate the amount of Union dues paid by each Union member during the previous year on the T-4 income tax receipts.

ARTICLE 6 - NEW EMPLOYEES

6.01 The Employer agrees to acquaint new employees with the fact that a Union agreement is in effect, give the employee a copy of the current Collective Agreement. The Employer shall advise the employee of the name of the employee's steward.

6.02 On commencing employment, the employee's immediate supervisor shall introduce the new employee to his/her Union Steward or Representative. At a time agreed to by the Employer, an officer of the Union shall be given an opportunity to meet with each new employee within regular working hours, without loss of pay, for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting the new employee with the benefits and duties of union membership, his/her responsibilities and obligations to the Union and explaining the conditions of employment set out in the article dealing with Union security and dues check-off.

ARTICLE 7- CORRESPONDENCE

7.01 Correspondence

All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Clerk Administrator or his/her designate and the Recording Secretary of the Local or his/her designate.

7.02 The Employer shall advise the Union, in writing, immediately upon the event of all new hires, layoffs, recalls, discharges, resignations, retirements, deaths or other terminations of employment in the bargaining unit, including temporary employees.

ARTICLE 8 - LABOUR MANAGEMENT CONCERNS

8.01 If required, the parties agree to meet at a mutually agreeable time and place to discuss issues of common interest but not grievances.

ARTICLE 9 - BARGAINING COMMITTEE

9.01 A Union Bargaining Committee shall be elected or appointed by the Union and consist of not more than two (2) members of the Local Union. The Union will advise the employer in writing of the Union members on the Bargaining Committee. The members of the Bargaining Committee shall have the right to attend meetings with the Employer held within working hours and will not lose regular pay or benefits for all such time spent with the Employer up to and including Conciliation, subject to Article 20.02.

9.02 Request for Information

Within thirty (30) days of a request by the Union, the Employer shall make available to the Union any information required by the Local Union such as job descriptions, job postings in the bargaining unit, job classifications, wage rates, a breakdown of point ratings in job evaluation and documents required for collective bargaining purposes.

9.03 Definition of Grievance

A grievance shall be defined as a difference arising between the parties with regard to the administration, meaning, interpretation, application or alleged violation of this Agreement.

9.04 Complaint

a) It is the mutual desire of the parties hereto that complaints of employees shall be resolved as quickly as possible.

- b) It is understood that an employee has no grievance until he has first given his immediate Supervisor the opportunity of resolving his complaint.
- c) If an employee has a complaint, such complaint shall be discussed with his immediate Supervisor within seven (7) calendar days after the circumstances giving rise to the complaint occurred or ought reasonably to have come to the attention of the employee.
- d) If the immediate Supervisor is unable to resolve a complaint to the Employee's mutual satisfaction within seven (7) calendar days of the immediate Supervisor being advised of the complaint, the employee may proceed with the grievance procedure within seven (7) calendar days following the decision of the immediate Supervisor.

9.05 Grievance Procedure

If the complaint described in article 9.04 is not settled to the satisfaction of the employee concerned, the employee may file a grievance in the following manner and sequence:

Step 1

Within five (5) calendar days of receiving the decision of the immediate Supervisor, the steward will submit a grievance, in writing to the immediate Supervisor. The grieving employee(s) together with the steward shall present the grievance to the immediate Supervisor at a meeting held within ten (10) calendar days of the receipt of such grievance. The immediate Supervisor shall communicate his position in writing to the employee within five (5) calendar days of such meeting.

Step 2

If the matter is not settled at Step 1, then, within seven (7) calendar days of the immediate Supervisor's reply, the Union may submit the written grievance to the Clerk Administrator. In such case, a meeting shall be held between the Clerk Administrator, the immediate Supervisor, the Union Steward and the employee within ten (10) calendar days of the submission of the grievance at Step 2. The Union and the Employer will have the opportunity to have outside representation in attendance at such meeting.

The Employer shall provide its reply within seven (7) calendar days of the Step 2 meeting.

If the matter is not disposed of at such meeting, either party may proceed to arbitration as provided in Article 13 at any time within ten (10) calendar days of

the final decision in Step 2. If no such written request for arbitration is received within the time limits, the grievance shall be deemed to have been abandoned.

9.06 Policy Grievance

A policy grievance is defined as one which alleges a misinterpretation or violation of this Collective Agreement.

A Union policy grievance or Employer policy grievance may be submitted to the Employer or the Union, as the case may be, within seven (7) calendar days of the circumstances giving rise to the grievance. Such grievance may be originated at Step 2 of the grievance procedure.

It is understood that the provisions of this Article may not be used by the Union to institute a grievance directly affecting an employee which such employee could himself institute and the provisions of Article 9.05 shall not thereby be bypassed.

9.07 Group Grievance

A Group grievance is defined as a single grievance filed on behalf of a group of employees who have the same complaint. A Group grievance may be filed at Step 2 of the Grievance Procedure.

9.08 Discharge Grievance

A grievance involving the discharge of an employee who has successfully completed his probationary period must be reduced to writing and originated under Step 2 within seven (7) calendar days of the employee being notified of his discharge. The nature of the grievance, the remedy sought, and the section or sections of the Agreement which are alleged to have been violated must be set out in the grievance which shall be signed by the employee.

9.09 Replies to Grievances

Replies to grievances shall be in writing.

9.10 Stewards

The Employer agrees to recognize no more than two (2) employees as stewards for the purpose of representing employees. Stewards shall be selected by and from amongst employees in the bargaining unit and, once selected, the Union shall notify the Employer of the names of the stewards in writing. The Employer shall not be required to recognize any such stewards until it has been so notified.

Representative of the Union and the grievor shall not suffer any loss of regular pay or benefits for time spent during regular working hours in the Grievance Procedures set

out in Article 9. It is understood that Union Officers and the Griever will only be paid for time spent with the Employer, excluding arbitrations.

Union stewards and members of committees must obtain permission from their immediate Supervisors before absenting themselves from their place of duty in order to deal with grievances or other union business connected with this Agreement. Such persons shall not be unreasonably refused permission, having regard for the efficiency of operations.

ARTICLE 10 - ARBITRATION

10.01 If a satisfactory settlement of the grievance is not reached, either party may refer the matter to Arbitration by written notice to the other party within ten (10) calendar days of the receipt of the answer at Step 2 of Article 12.03.

10.02 For the purpose of Arbitration of matters in dispute arising out of this Agreement, the Arbitration shall be handled by a single Arbitrator who shall be chosen by the parties by agreement within twenty (20) calendar days or longer by mutual agreement.

10.03 Either party may request the Minister of Labour for the Province of Ontario to appoint the Arbitrator if they cannot agree. No person may be appointed as Arbitrator who has been directly involved in attempts to negotiate or settle the grievance.

10.04 The decision of the Arbitrator is final and binding upon the parties.

10.05 It is understood and agreed that the Arbitrator shall not have the power to change this Agreement or to alter, modify or amend any of its provisions or make any decision contrary to the provisions of this Agreement. However, the arbitrator shall have the power to modify penalties or dispose of a grievance by any arrangement which he deems just and equitable.

10.06 Expenses of the Arbitrator

Each party shall pay one-half of the fees and expenses of the Arbitrator.

10.07 Amending of Time Limit

The time limits fixed in both the grievance and arbitration procedure may be extended by agreement of the parties in writing.

10.08 Witnesses

At any stage of the Grievance or Arbitration procedure, the parties shall have the assistance of the employee or employees involved and any necessary witnesses.

All reasonable arrangements shall be made to permit the parties or arbitrator to have access to the Employer's premises to view any working conditions that may be relevant to the settlement or hearing of the grievance. It is understood that the party bringing forward the witness will have full responsibility for expenses incurred by the witness including payment for wages of a witness employed by the Employer.

10.09 Grievance Settlement Officer

Notwithstanding the foregoing, the parties hereto may mutually agree to utilize the services of a grievance mediation officer.

ARTICLE 11- DISCHARGE, SUSPENSION AND DISCIPLINE

11.01 No employee who has completed probation shall be discharged, suspended or disciplined without just cause. An affected employee and the Union shall be advised promptly in writing by the Employer of the reason for such action.

11.02 In the event that an employee who has completed the probationary period is to receive discipline in a meeting, the employee shall be notified in advance of the purpose of the meeting and the right to have Union representation at such meeting.

11.03 In instances when an employee has been issued a written warning by the Employer and no further disciplinary action is required during the following twenty-four (24) month period, such written warning shall be removed from the employee's record and will not be used by the Employer when considering any future disciplinary action.

11.04 a) Upon request and at a time mutually agreed to by the parties, an employee shall have the right to view their personnel file and also to respond in writing to any document contained therein.

b) An employee, upon request in writing, shall be provided with a copy of any document contained in their personnel file. The employee may be required to pay the costs associated to the copying of such material.

ARTICLE 12 - SENIORITY

12.01 Seniority for each employee is based upon the length of service with the Employer since the last date of hire.

12.02 Seniority List

The Employer shall maintain a seniority list showing the current classification and the employee's most recent date of hire. Where two or more employees commence work on the same day, their seniority shall be determined by order of a draw. The first name drawn will be the most senior until the names of all persons tied have been drawn. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January and July of each year.

12.03 Probation for Newly Hired Employees

A newly hired employee shall be on probation only for the first 3 months of his/her employment. During the probationary period, the employee shall be entitled to all rights and benefits of this Agreement except that the employment of such employee may be terminated at any time during their probationary period without recourse to the grievance procedure. After completion of the probationary period, seniority shall be effective from the original date of employment.

12.04 Loss of Seniority

An employee shall only lose his/her seniority and shall be deemed terminated in the event the Employee:

- a) Quits;
- b) Is discharged for just cause and not reinstated;
- c) Fails to return to work after completion of a leave of absence without providing a reason satisfactory to the Employer for his failure to do so;
- d) Fails to return to work within ten (10) working days of being sent a recall notice by registered mail to his last recorded address with the Employer;
- e) Is laid off for a period of 24 months from last day at work;
- f) Uses a leave of absence for purposes other than those for which the leave of absence was granted;
- g) Is absent from work for three consecutive days or more without notifying the Employer, or fails to provide a reason satisfactory to the Employer for his failure to notify; or
- h) Engages in gainful employment while on any other leave of absence other than unpaid work.

ARTICLE 13- JOB POSTINGS

13.01 New positions created within the bargaining unit, and vacancies which the Employer intends to fill, shall be posted on the Union's bulletin Boards for a period of seven (7) working days. If no suitable candidate applies, the Employer may fill the position(s) in the manner it determines. In this Article, vacancy shall mean those vacancies anticipated to extend beyond thirty (30) working days.

The Employer shall not be prevented from temporarily filling, for a period not to exceed 45 calendar days, any position during the initial and/or subsequent posting periods. Should the Employer require an extension to the afor-mentioned time period, said extension shall not be arbitrarily denied by the Union.

13.02 Information in Postings

Such notice shall contain the following information:

Nature of position, functions and responsibilities, qualifications, required knowledge and education, skills, shift, hours of work and wages. Such qualifications and requirements shall be those necessary to perform the job functions and may not be established in an arbitrary or discriminatory manner.

13.03 No Outside Advertising

No outside advertisement for any vacancy shall be placed until the applications of present union members have been fully processed through the job posting procedure.

13.04 Role of Seniority in Promotions and Transfers

Both parties recognize:

- 1) The principle of promotion within the service of the Employer.
- 2) That job opportunity should increase in accordance with the length of service.

Therefore, in making transfers, or promotions, appointment to the position in question in the bargaining unit shall be made of the most senior applicant provided that he/she has the required qualifications and meets the requirements as set out in Article 13.02. Appointments from within the bargaining unit shall be made within three (3) weeks of posting. The job shall be filled within one week of appointment.

13.05 Notification to Employee and Union

Within seven calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be posted on all bulletin boards. The Employer will upon receipt of written request, notify the unsuccessful employee job applicants of the reasons why they were not accepted.

13.06 Training Courses

The Employer will make training available for employees for the purpose of acquiring new skills that the Employer determines to be necessary for the position and for the purpose of recertifying such skills. (ex. chainsaw, CPR)

ARTICLE 14 - LAYOFF AND RECALL

14.01 Definition of Layoff

A layoff shall be defined as a reduction in the work force or a reduction in the regular weekly hours of work as defined in this Agreement.

14.03 Role of Seniority in Layoffs

Subject to the remaining employees being qualified to do the available work, employees shall be laid off in the reverse order of their seniority. An employee whose classification or position is eliminated may bump an employee with less seniority provided the remaining employee is qualified to do the available work without training.

Students shall be laid-off prior to probationary employees, who shall be laid off prior to employees with seniority, provided that the remaining employees are qualified to perform the work available without training.

14.04 Recall Procedure

The Employer will recall laid off employees in the reverse order of layoff provided that the employee is qualified to perform the work without training.

14.05 No New Employees

New employees shall not be hired until those laid off who are qualified for the available work have been given an opportunity of recall.

14.06 Advance Notice of Layoff

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 layoff. If the employee has not had the opportunity to work the days as provided in this article, he shall be paid for the days for which work was not made available.

14.07 Grievance on Layoff and Recalls

Grievances concerning layoffs and recalls shall be initiated at Step 2 of the grievance procedure.

14.08 Notice of Recall

A recalled employee must advise the employer within five (5) calendar days of the delivery of a Notice of Recall of his intention to return to work within ten (10) calendar days of being sent such recall notice by registered mail to his last recorded address on file with the Employer.

ARTICLE 15 - HOURS OF WORK

15.01 Regular Hours (Public Works)

Subject to Article 15.02, the regular weekly hours of work shall consist of five (5) eight (8) hour days from Monday to Sunday inclusive of a total of forty (40) hours per week. Subject to 15.02, or upon mutual agreement of the parties, the regular daily hours of work shall be between 7:30 a.m. and 4:00 p.m. inclusive of a one-half (1/2) hour unpaid meal break.

In the case of an unexpected need for road maintenance, Public Works employees will be required to perform the necessary work subject to applicable legislative requirements.

15.02 Winter Control Season (Public Works)

- a) During the period from November 1 to March 31, the Public Works employees starting and finishing times may be adjusted to as to provide snowploughing and winter roads maintenance coverage as required. Any hours worked in excess of forty (40) hours in one (1) week shall be compensated at the overtime rate as per the Collective Agreement.
- c) Public Works Employees' Winter Bonus

In further recognition of the Public Works employees' on-call commitment during Winter Control Season, the Employer will pay each full-time Public Works employee a bonus of five (5) days' regular pay based on eight (8) hours per day. It is further understood that in the event the employee does not attend work after being called in, the bonus payment will be reduced accordingly by one day's pay. This bonus will be paid during the

month of April on a separate cheque and is subject to applicable statutory deductions.

- d) All full-time Public Works employees will be granted up to two (2) weekends free from duty (midnight Friday to midnight Sunday) during the Winter Control Season and will be fit for duty after midnight Sunday, subject to the following:
 - i) There shall be no interruption to the Employer's coverage and ability to meet its operational requirements;
 - ii) There shall be no increased cost to the Employer in allowing the time off;
 - iii) No such weekends off shall be granted during the period of December 15 through January 14.

15.03 Compressed Work Week

During the period from normally the May long weekend, or no later than the 2nd week of June until normally the end of September, Public Works employees shall work a compressed work week consisting of four consecutive 10 hour days Monday to Thursday.

15.04 Sharing of Overtime

Overtime work will be distributed, as equitably as possible among those qualified employees normally performing such work.

For purposes of this clause, an equitable distribution of hours will have been achieved if there is no greater variance than twelve (12) hours' difference between the employee with the most overtime and that of the employee with the least amount of overtime who are working in the same department, working in the same classification and normally performing the work available.

Overtime Procedure

For purposes of administration of this clause, the following procedures shall apply:

- a) When overtime first becomes available, the senior employee normally performing the work shall be given the first opportunity to accept the work.
- b) If the employee declines, or is not available, the overtime opportunity shall be offered to the next most senior employee normally performing the work. This process shall continue with the overtime being offered to employees in order of seniority until the assignment is filled.

- c) Subsequent overtime opportunities shall be offered to the employee next lower in seniority to the individual working the overtime assignment immediately preceding the current opportunity.
- d) If the overtime assignment is not filled through the above procedure, the employee next lower in seniority to the individual working the overtime assignment immediately preceding the current opportunity shall be required to work.

15.05 Regular Hours (Clerical/Administration)

The regular weekly hours of work shall consist of five (5) six and one-half (6 ½) hour days from Monday to Friday inclusive, for a total of thirty-two and one-half (32 ½) hours of work per week. The regular hours of work shall be between 9:00 a.m. and 4:30 p.m., inclusive of a one (1) hour unpaid lunch.

Any hours worked with the prior authorization of the employee's immediate supervisor, in excess of forty (40) hours in one (1) week shall be compensated at the overtime rate as per the Collective Agreement. Work performed on Saturdays and/or Sundays will be compensated at the overtime rate as per the Collective Agreement.

15.06 Regular Hours (Parks and Maintenance)

The regular weekly hours of work shall consist of eighty (80) hours in a two (2) week period.

Where possible, the daily hours of work shall be 7:00 a.m. to 3:30 p.m., inclusive of a half (1/2) hour unpaid lunch.

Employees shall, however, be required to work flexible hours in order to accommodate the public use of municipal facilities.

Any hours worked in excess of eighty (80) hours in a two (2) week period shall be compensated at the overtime rate as per the Collective Agreement.

15.07 Reporting Pay Guarantee

An employee reporting for work on his/her regular schedule day of work shall be paid his/her regular rate of pay for the entire period of work, with a minimum of three (3) hours pay.

ARTICLE 16 - OVERTIME

16.01 Overtime Defined

All time worked over and above the regular weekly hours as defined in Article 15 shall be considered overtime. All paid holidays as per Article 17 not worked shall for the purposes of computing weekly overtime be considered as a day worked.

16.02 Compensation for Work on Paid Holidays not Regularly Scheduled

Work on a paid holiday when the employee was not scheduled to work shall be paid for at the rate of time and one-half (1 ½) time for work performed, plus another day off with pay shall be at a time mutually agreed between the supervisor and the employee.

16.03 Sharing of Overtime

All required overtime and required call-back time will be assigned as equitably as practicable among employees who are willing and qualified to perform the available work.

16.04 Call-Back Pay Guarantee

An employee who is called in and required to work outside his/her regular working hours shall be paid for a minimum of three (3) hours at regular rates whenever there is a break between the employee's regularly scheduled hours and the work the employee is called in to do. When the work called back for is completed, the employee shall be allowed to leave.

16.05 Time Off in Lieu of Overtime

An employee may request paid time off at the rate of one and one half hours for an overtime hour worked instead of being paid overtime. Such requests shall not be unreasonable denied, recognizing that such time off shall not interfere with the Employer's operations.

16.06 No Pyramiding

There shall be no duplication, compounding or pyramiding of hours of work for the purpose of computing overtime or other premium payment.

For clarification, an employee receiving call-in pay shall be paid at regular time.

ARTICLE 17 - PAID HOLIDAYS

17.01 The Employer recognizes the following paid holidays:

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

17.02 Holidays on Saturday or Sunday

When any of the above noted paid holidays fall on a Saturday or Sunday and is not declared or proclaimed as being observed on some other day the following shall apply:

Day off with Pay

Paid Holiday	Falling on	in Lieu
New Year's Day	Saturday or Sunday	Monday following
Canada Day	Saturday or Sunday	Monday following
Remembrance Day	Saturday or Sunday	Monday following
Christmas Day	Saturday	Friday previous
Christmas Day	Sunday	Monday following
Boxing Day	Saturday	Monday following
Boxing Day	Sunday	Tuesday following

17.03 Pay for Regularly Scheduled Work on a Paid Holiday

An employee who is not scheduled to work on the above paid 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 one and one half (1 ½) times his/her regular rate of pay, plus another day off with pay, in lieu of holiday pay, at a time mutually agreed by the supervisor and the employee.

17.04 Compensation for Paid Holidays Falling on Scheduled Day Off

When any of the above noted paid holidays falls on an employee's scheduled day off, the employee shall receive a day's pay or another day off with pay at a time mutually agreed by the supervisor and the employee.

ARTICLE 18 - VACATIONS

18.01 Length of Vacation

A regular full-time employee shall receive an annual vacation with pay as of the employee's anniversary date as follows:

One year but less than 3 years of service	2 weeks or 4%
Three years but less than 5 years of service	3 weeks or 6%
Five years but less than 10 years of service	4 weeks or 8%
Ten years but less than 15 years of service	5 weeks or 10%
Fifteen years and over	6 weeks or 12%

Full-time employees' vacation pay shall be paid when vacation is taken.
Temporary and/or part-time employees' vacation pay will be calculated and paid on each pay.

18.02 Vacation Pay on Termination

Upon termination of employment, an employee will receive payment for any accrued and unused vacation provided for in Article 18.01.

ARTICLE 19 - SICK LEAVE

19.01 Sick Leave

Sick leave shall continue to be in accordance with the Employer's current practice.

ARTICLE 20 - LEAVE OF ABSENCE

20.01 Negotiation Pay Provisions

A Committee member shall not lose regular pay for time spent during his regular scheduled working hours in attending negotiations meetings with the Employer up to and including, conciliation.

20.02 Grievance and Arbitration Pay Provisions

A Committee member shall not lose regular pay for time spent during his regular scheduled working hours in attending grievance meetings with the Employer up to but excluding, arbitration.

20.03 Leave of Absence for Union Functions

Upon request to the Employer, an employee elected or appointed to represent the Union at Union functions shall be allowed leave of absence with pay and benefits. Leave of absence without pay but without loss of benefits shall be allowed to employees to attend Executive and Committee meetings of CUPE, its affiliated or chartered bodies and any labour organizations with which the Union is affiliated. The Employer will invoice the local for reimbursement of wages and benefits.

20.04 Paid Bereavement Leave

- a) A regular employee shall be granted a maximum of five (5) regularly scheduled consecutive work days, without loss of pay or benefits, in the case of death of the employee's immediate family member. Immediate family member is defined to include: parent, stepparent, spouse, child and stepchild.
- b) A regular employee shall be granted a maximum of three (3) regularly scheduled consecutive work days, without loss of pay or benefits, in the case of death of the employee's brother, sister, grandparent, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, great grandparent and spouse's grandparent.
- c) In recognition of the fact that there may be compelling circumstances not covered by the bereavement leave provisions described in (a) above, on request, the Employer may grant additional bereavement leave, with or without pay, at its sole discretion.

20.05 Where the term spouse is used in this Article, it shall include common-law spouse as defined in the Family Law Act

20.06 Seniority Status During Pregnancy and Parental Leave

While on pregnancy and/or parental leave as set out in the Employment Standards Act, an employee shall retain his/her employment status and shall accrue service and seniority in accordance with the terms of the Collective Agreement.

20.07 Time Off For Elections

The Employer shall ensure that employees are provided with four (4) consecutive hours before the closing of the polls in any federal, provincial or municipal election in order to vote. An employee will be paid for any lost time for any of these four (4) consecutive hours that would otherwise have been regular work hours.

20.08 Paid Jury or Court Witness Duty Leave

An employee who is required to serve as a juror, or as a witness under subpoena in relation to any matter arising out of his/her employment with the employer, shall receive payment for lost time equivalent to the difference between his/her normal earnings for a scheduled day of work and the amount received for such service, excluding payments for travel, meals or other expenses. The employee shall provide the Employer with proof of such service and the amount of pay received.

20.09 Education Leave and Examinations

An employee shall be entitled to a leave of absence with pay to write examinations to acquire or maintain qualifications required by the Employer above and beyond those qualifications necessary in order to be hired for and/or considered for the position.

20.10 General Leave

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. Such approval shall not be withheld unreasonably.

ARTICLE 21 - PAYMENT OF WAGES AND ALLOWANCES

21.01 Pay Days

The Employer shall pay salaries and wages bi-weekly for the current week in accordance with Schedule "A" attached hereto and forming part of this agreement. On each payday, each employee shall be provided with an itemized statement of his/her wages, overtime, and other supplementary pay and deductions.

The Employer may make deductions from wages or salaries where authorized by statute, court order, arbitration order or by this Agreement. Overpayment made in error shall be recoverable by the Employer. Reasonable terms for recovery of same will be set by mutual agreement between the Employer and the Employee.

21.02 Rate of Pay on Promotion or Reclassification

An employee assigned, promoted or reclassified in accordance with this Collective Agreement to a higher paying position shall receive the rate of pay for that position for the time he/she performs that job in accordance with the wage schedule and applicable percentage of the job rate.

21.03 Effective the date of ratification, an employee who is offered and accepts a temporary assignment outside the bargaining unit shall receive eighty-eight (88%) of the wage of the position being offered. Such employee shall remain in the bargaining unit and retain all rights of the collective agreement. The position will be offered by seniority, subject to Article 13.04. Such employee shall only perform the duties, as described by the current job description. However, such employee shall not have the right to hire employees or discipline co-workers. Such assignment shall not exceed six (6) months duration. The six (6) month limit may be extended by mutual agreement of the parties.

21.04 Assignment to Lower Rated Job

When an employee is temporarily assigned in accordance with the terms of this Collective Agreement to a position paying a lower rate, his/her current rate of pay shall not be reduced.

21.05 Automobile Allowance

Travel rates paid to an employee specifically authorized to use his/her own automobile for carrying out the Employer's business shall be in accordance with the Municipal Policy governing all employees of the Municipality of Magnetawan.

21.06 Professional Fees and Licenses

The Employer shall pay licence fees for obtaining and maintaining a licence(s) where the licence is required as a condition of employment above and beyond the qualifications necessary to be hired for and/or considered for the position.

ARTICLE 22 - EMPLOYEE PENSION PLAN

22.01 Pension Plan

All employees who qualify under the OMERS legislation shall be given the opportunity to enroll in the Ontario Municipal Employees Retirement System (OMERS). The employees and the Employer shall make contributions as required by OMERS.

Part-time employees shall be notified by the Employer of their qualification to participate in the OMERS pension plan and they can determine if they wish to be enrolled in the plan. There is no obligation for Part-time employees to participate in the plan, however, once enrolled in OMERS, the employee's continued participation will be regulated by OMERS.

ARTICLE 23 - EMPLOYEE BENEFIT PLANS

23.01 Group Insurance Benefits

Benefits in relation to Life Insurance, Accidental Death and Dismemberment, Weekly Indemnity and Long Term Disability shall be in accordance with the Employer's existing plans and practices.

The above-noted benefits shall be administered by the Benefits Carrier/Insurer in accordance with the terms and conditions of the respective plan. The benefits available shall be those set out in the respective plan effective the date of execution of the Memorandum of Settlement of this Collective Agreement.

Any dispute that an employee has with respect to benefits entitlement or eligibility or other issue in relation to the above benefits shall be between the employee and the Benefits Carrier/Insurer.

23.06 Continuation of Rights and Benefits

An employee receiving payment for a compensable injury under the *Workplace Safety and Insurance Act* shall accumulate seniority in accordance with the legislation and shall be entitled to those benefits made available by the Employer as required by the *Workplace Safety and Insurance Act* for the period required by the legislation.

ARTICLE 24 - HEALTH AND SAFETY

24.01 Cooperation on Safety

- a) Both parties shall cooperate and comply with all applicable federal, provincial and municipal health and safety legislation and regulations.
- b) Health and Safety Committee

A Health and Safety Committee shall be established comprised of one (1) representative of the Union and one (1) representative for the Employer. This Committee shall meet periodically to review any safety and health matters that may arise. The meetings can be requested by either party at a mutually agreed time.

The Health and Safety Committee shall conduct a physical inspection of each of the community centre, the pavilion and the works garage once annually.

- c) First Aid kits and fire extinguishers shall be provided by the Employer, as required. An employee shall immediately report use of a first aid kit or fire

extinguisher to their immediate supervisor. The Employer will ensure that the First Aid kit is replenished immediately after use and that fire extinguishers are recharged immediately after use. The Employer shall ensure that all fire extinguishers are tested annually.

- d) All employees are required to wear protective apparel where determined necessary by the Employer and/or any applicable legislation.

24.02 Proper Training

No employee shall be required to work on any job or operate any piece of equipment until he/she has received proper training and instructions, subject to applicable laws.

ARTICLE 25 - JOB SECURITY

25.01 No Strikes or Lockouts

There shall be no strikes or lockouts during the term of this collective agreement. The words "strike" and "lockout" shall have the meaning attributed to them in the *Ontario Labour Relations Act*.

25.02 Bulletin Boards

The Employer shall provide a bulletin board in each work location for the posting of Union notices and information for employees. Notices shall be submitted to the Employer for approval before being posted. Such approval shall not be unreasonably withheld.

25.03 Amalgamation, Regionalization and Merger Protection

In the event the Employer merges or amalgamates with any other body, the Employer will attempt to ensure that:

- a) Employees are credited with all seniority rights with the new employer; and
- b) All service credits relating to vacation with pay, and other benefits shall be recognized by the new employer.

ARTICLE 26 - COPIES OF AGREEMENT

26.01 Copies of Agreement

The Employer agrees to provide each member with a copy of the signed Collective Agreement at its cost.

ARTICLE 27 - GENERAL

27.01 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.

27.02 Boots

All full-time and part-time employees required to wear safety boots shall be reimbursed up to \$125 in a twelve (12) month period upon presentation of a receipt.

Temporary employees shall not be reimbursed for boots.

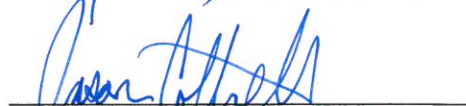
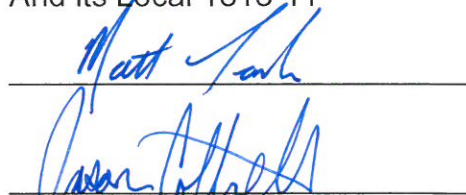
ARTICLE 28 - DURATION OF AGREEMENT

28.01 This Agreement shall be in effect from the 1st day of January, 2012 and shall remain in effect until the 31st day of December, 2015, and unless either party gives to the other party a written notice of termination or of a desire to amend this Agreement, then it shall continue in effect for a further year without change and so on from year to year thereafter.

Signed in Magnetawan, Ontario on this 23 day of July, 2014.

Signed on behalf of the
The Municipality of Magnetawan

Signed on behalf of the
Canadian Union of Public Employees
And its Local 1813-11



Roger Labelle, Clerk - Administrator
Commissioner for taking Oaths,
Municipality of Magnetawan,
District of Parry Sound



Wages:

The wage rates for the following Classifications will be adjusted effective January 1, 2011 and on each subsequent year of the Collective Agreement as follows:

<u>Classification:</u>	<u>Job Rate</u>				
	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
Parks/Maintenance Assistant	17.61	17.96	18.32	18.69	19.06
Equipment Operator-Roads	21.47	21.90	22.34	22.78	23.24
Administrative Assistant	21.47	21.90	22.34	22.78	23.24
Landfill Attendant	21.47	21.90	22.34	22.78	23.24
Assistant Landfill Attendant	17.61	17.96	18.32	18.69	19.06
Office Assistant	13.22	13.48	13.75	14.03	14.31

Lead Hand Premium – Roads \$2.00 per hour
 Grader Operator Premium – Roads \$1.50 per hour

Effective the date of ratification of the renewal of the Collective Agreement, the Grader Operator premium of \$1.50 per hour will be paid only for those hours during which the employee operates and maintains the Grader.

Effective January 1, 2012, an employee assigned as Lead Hand in the absence of the Public Works Superintendant shall be paid a premium of \$2.00 per hour for all hours worked as Lead Hand.

<u>Fixed Rate Classifications</u>	<u>Job Rates</u>			
	<u>Years in Position</u>			
	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
* Office Casual	12.96	13.22	13.48	13.75
** Seasonal Parks	12.96	13.22	13.48	13.75
Labourer Roads	12.96	13.22	13.48	13.75
Casual Equipment Operator-Roads	17.15	17.49	17.84	18.20

* Office Casual rate will start at Level 1 and will increase on anniversary date in the position.

** Seasonal Parks personnel who return following a successful season will receive an adjustment to their fixed rate in successive season(s) as indicated.