THE CORPORATION OF THE
TOWNSHIP OF EAST ZORRA-TAVISTOCK

COUNTY OF OXFORD

BY-LAW #2009 - 4

BEING A BY-LAW TO ENTER INTO AN AGREEMENT WITH CUPE LOCAL 1589

WHEREAS the Municipal Act, 2001, S.O. 2001, c. 25, S. 8 provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other;

AND WHEREAS to carry out its responsibilities under the Act, it is necessary to enter into an agreement with CUPE Local 1589;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF EAST ZORRA-TAVISTOCK ENACTS AS FOLLOWS:

1. That Schedule "A" attached hereto and forming part of this by-law, being an agreement between the Township of East Zorra-Tavistock and CUPE Local 1589 is hereby approved.

2. That the Mayor and Chief Administrative Officer are hereby authorized to sign, on behalf of the Township of East Zorra-Tavistock, the agreement, attached hereto as Schedule "A".

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 7th day of JANUARY, 2009.

DON MCKAY, MAYOR

seal

JEFF CARSWELL, CLERK

THIS AGREEMENT made this 9th day of January, 2009.

BETWEEN :

<u>THE CORPORATION OF THE TOWNSHIP OF EAST ZORRA-TAVISTOCK,</u>

(hereinafter called the "Employer")

OF THE FIRST PART,

- and -

<u>CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1589,</u>

(hereinafter called the "Union")

OF THE SECOND PART.

ARTICLE 1 PURPOSE

1.01 The purpose of this Agreement is to establish an orderly collective bargaining relationship between the Employer and the employees concerned, to provide machinery for the prompt disposition of grievances, and to establish and maintain satisfactory working conditions, hours of work and wages for all employees within the bargaining unit.

ARTICLE 2 MANAGEMENT RIGHTS

2.01 The Union recognizes that the management function of the Employer and the direction of working forces are fixed exclusively in the Employer and shall remain solely with the Employer except as specifically limited by the express provisions of this Agreement, and without restricting the generality of the foregoing the Union acknowledges that it is the exclusive function of the Employer to:

(a) maintain order, discipline and efficiency;

(b) hire, discharge, direct, promote, demote, classify, transfer, layoff, recall and suspend or otherwise discipline employees, provided that a claim of discharge or discipline without just cause may be the subject of a grievance and dealt with as hereinafter provided;

(c) make and enforce and alter from time to time rules and regulations to be observed by the employees not inconsistent with the provisions of this Agreement;

(d) to schedule hours of regular work and overtime work in accordance with this Agreement.

(e) make rules, regulations, standard operating procedures, training programs etc. to enable employees to do their job in the safest possible manner.

2.02 These rights shall be exercised by the Employer in a fair, reasonable and non-discriminatory manner and shall not be exercised in a manner inconsistent with the express provisions of this Agreement. The question of whether one of these rights is exercised in a manner inconsistent with this Agreement may be decided through the grievance and arbitration procedure.

ARTICLE 3 RECOGNITION

3.01 The Employer recognizes Local 1589 of the Canadian Union of Public Employees as a sole and exclusive bargaining agency of all employees of the Roads Department in the Township of East Zorra-Tavistock in the County of Oxford, save and except the Public Works Manager and office staff.

3.02 Except as to those persons specifically referred to in clause 3.03 or such other persons as may mutually be agreed to by the Parties no person whose job is not in the bargaining unit shall be employed by the Employer on any jobs which are included in the bargaining unit, except in the case of emergency.

3.03 Temporary Employees, being defined as persons hired for a period not to exceed thirty (30) continuous working days, are not bound by nor do they have any rights nor are they entitled to any benefits under the Agreement. Provided however the employer shall pay Temporary Employees wages in accordance with Schedule "A". The Employer shall give notice to the Union of the number and the periods of employment of all Temporary Employees.

3.04 Students hired for summer employment by the Roads Department shall be bound by the provisions of the Agreement and shall be entitled to the rights and benefits hereunder.

ARTICLE 4 NO DISCRIMINATION OR COERCION

4.01 The Employer agrees that there will be no discrimination, interference, restriction or coercion exercised or practiced by any of its representatives with respect to any employee because of his membership or non-membership in the Union.

4.02 The Union agrees that there will be no intimidation, interference or coercion exercised or practiced by any of its members or representatives, and that there will be no Union activity or solicitation for membership during working hours on the Employer's property except with the written permission of the Employer or as specifically provided for in this Agreement.

ARTICLE 5 UNION SECURITY

5.01 The Employer shall, in accordance with this Article 5, deduct from every employee any dues, initiation fees, or assessments levied by the Union on its members.

5.02 The Union shall notify the Employer of the amount of Union dues to be deducted monthly and fees or assessments levied by the Union on its members. The Union shall indemnify and save the Employer harmless from any and all claims or causes of action made by the employees or otherwise arising out of such deduction and remittance

5.03 Deductions shall be made from each payroll and shall be submitted to the National Secretary-Treasurer of the Canadian Union of Public Employees not later than the 20th. day of that month accompanied by a list of the names of employees from whose wages the deductions have been made.

ARTICLE 6 REPRESENTATION

6.01 In order to provide an orderly and speedy procedure for the settling of grievances and represent the bargaining unit, the Employer acknowledges the right of the Union to appoint or elect one (1) Steward from amongst employees who have completed six months continuous service, whose duties shall be to assist any employee which the Steward represents in preparing and in presenting his grievance in accordance with the grievance procedure.

6.02 The Union shall notify the Employer in writing of the name of the Steward prior to the Employer being required to recognize such person as Steward.

6.03 It is understood that the Steward has his regular work to perform on behalf of the Employer. If it is necessary for the Steward to service a grievance during his working hours, he shall not leave his work without first obtaining the permission of the Public Works Manager. If requested, he shall give an explanation as to why he deems such action necessary. When resuming his regular work, he shall again report to the Public Works Manager.

6.05 The Union local shall be at liberty to appoint a negotiating committee consisting of two (2) employees. Provided however in the event the Union local desires to appoint two (2) employees to the negotiating committee, one half of the time spent negotiating will be outside of the negotiating committee's paid hours of work.

6.05 It is agreed that a national representative of the Canadian Union of Public Employees will be allowed to participate in any grievance or negotiating meetings held between the Union and the Employer at the request of either the Union or the Employer. It is further agreed that the Employer may have any assistance which he may require from time to time.

ARTICLE 7 CORRESPONDENCE

7.01 All correspondence between the parties arising out of this Agreement or incidental hereto shall, until notice in writing is given to the contrary, pass to and from the following persons:

to the Employer:

Public Works Manager or Chief Administrative Officer
The Township of East Zorra-Tavistock
HICKSON, Ontario
N0J 1L0

to the Union:

Secretary Local and National Representative
Canadian Union of Public Employees
1120 Victoria Street N., Suite 204
KITCHENER, Ontario
N2B 3T2

ARTICLE 8 COMPLAINTS AND GRIEVANCE PROCEDURE

8.01 It is the mutual desire of the parties hereto that complaints of the employees shall be adjusted as quickly as possible and it is understood that an employee has no grievance until he has first given the Employer an opportunity of adjusting his complaint.

8.02 If an employee has any complaint or question which he wishes to discuss, he shall take the matter up with the Public Works Manager or his designate within two (2) working days after the circumstances giving rise to the complaint became known or ought reasonably to have become known, to him. Failing settlement of the complaint, the matter may then be taken up as a grievance, as hereinafter provided, within two (2) working days following receipt of the Public Works Manager's or his designates decision.

8.03 A personal grievance, for purposes of this Agreement shall be defined as any difference or dispute between the Employer and any employee arising from the interpretation, application, administration or alleged violation of this Agreement.

8.04 Grievance Procedure

Step #1

The employee, who may request the assistance of his Steward, may present his alleged grievance to the Public Works Manager or his designate. The Grievance shall be in writing and shall include the nature of the grievance, the remedy sought and the section or sections of the Agreement which are alleged to have been violated. The Public Works Manager shall deliver his decision in writing to the griever within five (5) working days following the presentation of the grievance to him.

Failing settlement:

Step #2

Within five (5) working days after the decision in Step #1 is given, the written grievance shall be submitted to the Chief Administrative Officer or his designate. Subsequently, a meeting will be held between the Chief Administrative Officer and the Steward to discuss the grievance and attempt to effect a settlement. The Chief Administrative Officer and the Steward may each choose one other interested person to assist at the aforementioned meeting, and it is understood that the parties may hear whatever witnesses as may be mutually agreed upon. The decision of the Chief Administrative Officer shall be delivered in writing to the Steward and the griever within five (5) working days following the aforementioned meeting.

8.05 Policy Grievance

Any difference or dispute between the Employer and the Union arising from the interpretation, application, administration or alleged violation of this Agreement may be taken up by either Party as a Policy Grievance, beginning at Step #2 of the Grievance Procedure. No matter that could be considered and taken up as a Personal Grievance shall be considered in this matter.

8.06 Failing settlement under Step #2 of any difference between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such difference may be taken to arbitration as hereinafter provided. If no written request for arbitration is received within five (5) full working days after a decision in Step #2 is given, it shall be deemed to have been settled in accordance with the decision of the Chief Administrative Officer

8.07 The time limits in the Grievance Procedure may be extended by written agreement of the parties to this Agreement.

ARTICLE 9 ARBITRATION

9.01 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may, after exhausting any grievance procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the first party's appointee to an arbitration board. The recipient of the notice shall within five days inform the other party of the name of its appointee to the arbitration board. The two appointees so selected shall, within five days of the appointment of the second of them, appoint a third person who shall be the chairman. If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a chairman within the time limited, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party. The arbitration board shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee or employer affected by it. The decision of a majority is the decision of the arbitration board, but if there is no majority the decision of the chairman governs.

9.02 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

9.03 Except with the consent in writing of both parties, no matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.

9.04 The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairman shall be the decision of the Board. The decision of the Board of Arbitration shall be final, binding and enforceable on all parties, and may not be changed. The Board of Arbitration shall not have the power to change this Agreement or to alter, modify or amend any of its provisions. The Board shall have the power, with consent of the parties, to amend grievances, and, as part of its award, modify penalties or dispose of a grievance by any arrangement which it deems just and equitable.

9.05 The proceedings of the Arbitration Board will be expedited by the parties hereto, and the decision of the majority and where there is no majority, the decision of the Chairman will be final and binding upon the parties hereto and the employee or employees concerned.

9.06 Each of the parties hereto will bear the expense of the Arbitrator appointed by it and the parties will jointly and equally bear the expenses of the Chairman of the Arbitration Board.

9.07 The time limits in the Arbitration Procedure may be extended by agreement in writing of the parties to this Agreement.

ARTICLE 10 DISCIPLINE, DISCHARGE AND SUSPENSION CASES

10.01 The Union recognizes the Employer's right to discipline and suspend employees for breaches of the provisions of this Agreement, the Rules and Regulations of the Employer, directions given by the Public Works Manager or designate. A claim by an employee who has completed his probationary period that he has been unjustly disciplined, suspended or discharged shall be treated as a grievance if a written statement of such grievances is lodged with the Employer at Step #2 as set out in clause 8.04 within five (5) calendar days after the discharge or suspension is effected. Such special grievance may be settled under the Grievance/Arbitration procedure by:

(a) confirming the Employer's action in discipline, discharging or suspending the employee;

(b) reinstating the employee without loss of seniority and with full compensation for time lost; or

(c) by any other arrangement which may be deemed just and equitable in the opinion of the parties hereto if at the Grievance stage or by the decision of the Board of Arbitration if dealt with at the Arbitration stage.

ARTICLE 11 SENIORITY

11.01 Seniority is defined as the length of service with the Employer and shall be used as a factor in determining preference or priority for promotions, transfers, demotions, layoffs and recall. Seniority shall operate on a bargaining-unit-wide basis.

11.02 The Employer shall maintain a seniority list 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 the bulletin board within one (1) month of the signing of this Agreement and once annually thereafter.

11.03 Newly hired employees shall be considered on a probationary basis for a period of ninety (90) days from the date of hiring. During the probationary period employees shall be entitled to all the rights and privileges of this Agreement and be bound by all the obligations herein save as follows:

(a) The probationary employee shall be paid a wage which is one dollar and twenty five cents ($1.25) an hour less than wages prescribed on Schedule "A" for Medium Equipment Operator.

(b) In the case of discharge the probationary employee shall have no right to file a grievance or have recourse to the arbitration procedure;

and

(c) Probationary employees shall be entitled to paid statutory holidays in accordance with clause 14.06.

Provided however after completion of the probationary period, seniority shall be effective from the original date of employment.

11.04 An employee shall not lose seniority rights if he is absent from work because of sickness, accident, lay-off or leave of absence approved by the Employer except as hereinafter provided.

An employee shall lose all seniority and be deemed to have quit if he:

(a) voluntarily resigns;

(b) is discharged and is not reinstated through the Grievance or Arbitration procedure;

(c) absents himself from work for more than three (3) consecutive working days unless an explanation acceptable to the Employer is provided;

(d) fails to report for work following a lay-off within seven (7) calendar days after being notified by ordinary mail to do so unless an explanation acceptable to the Employer is provided;

(e) fails to return to work upon termination of an authorized leave of absence without an explanation acceptable to the Employer;

(f) utilizes an authorized leave of absence for purposes other than those for which the leave of absence was granted;

(g) if absent due to lay-off for a period in excess of eighteen (18) months.

11.05 It shall be the duty of the employee to notify the Employer in writing promptly of any change in address and telephone number. If an employee fails to do this, the Employer will not be responsible for failure of any such notice to reach such employee.

11.06 If an employee is transferred to a position outside of the bargaining unit, he shall retain his seniority acquired at the date of leaving the Unit, but will not accumulate any further seniority. If such an employee later returns to the bargaining unit, he shall be placed in a job consistent with his seniority in so far as possible.

ARTICLE 12 PROMOTION AND STAFF CHANGES

12.01 When a vacancy occurs or a new position is created within the bargaining unit, the Employer will post notice of the position on the bulletin board for a period of five (5) full working days so that present employees may have an opportunity to apply for the position.

12.02 Such notice shall contain the following information: Nature of position, qualifications, required knowledge and education, skills, shift, hours of work, wage or salary rate or range.

12.03 Both parties recognize:

(a) the principle of promotion from within the service of the Employer;

(b) that job opportunity should increase in proportion to length of service; and

(c) that it is not always possible for the Employer to "promote from within".

Therefore, in making staff changes, transfers, promotions, lay-off and re-call from lay-off, the qualifications, skill, ability and seniority of applicant employees shall be considered. Where the skill and ability of two competing employees are relatively equal, seniority shall govern provided the employees affected have the qualifications to perform the work.

12.04 If the Employer is of the opinion that an applicant employee has the necessary qualifications for the new position or vacancy such appointment shall be made within three (3) weeks of the posting of the position. In the event the Employer does not receive an acceptable application from any employee within five (5) working days of posting of the position the Employer shall then be at liberty to hire a third person for such position who is not then a member of the bargaining unit.

12.05 If a vacancy or new position is filled from within the bargaining unit, the employee so appointed shall be placed on trial for a period of forty (40) working days. If the Employer considers the employee satisfactory in the position the appointment shall be considered permanent at the end of the trial period. In the event the Employer considers the employee unsatisfactory or if the employee finds himself unable to perform the appointed job, he shall be returned to his former position and other employees promoted or transferred as a result of the appointment shall be returned to their former positions.

12.06 A "lay-off" shall be defined as an individual employee not being called in to work for five (5) consecutive work days or more. During a period of "lay-off" all benefits provided for in this Agreement shall cease. Provided however, if allowed by any particular benefit plan, an employee who is laid off may continue such benefit plan through the Employer if full payment for such benefit is made by the employee to the Employer at least ten (10) days prior to the applicable remittance date for each such benefit.

12.07 In the event of lay-off employees shall be laid off in reverse order of their bargaining unit wide seniority provided he has the qualifications to perform the required work. An employee about to be laid off may bump any employee with less seniority, provided he has the qualifications to perform the required work and providing the employee exercising the right to bump shall include the right to bump up.

12.08 No new employees will be hired by the Employer to fill bargaining unit positions until those on lay-off, in the order of seniority and who are qualified for the vacancy to be filled have been given an opportunity of re-call.

12.09 Except if applicable legislation provides otherwise, the Employer shall notify employees who are to be laid off not less than 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 clause, he shall be paid for the days for which work was not made available.

ARTICLE 13 NORMAL HOURS OF WORK AND OVERTIME

13.01 The regular work day for all full-time employees shall be eight (8) hours per day (excluding meal breaks) and forty hours per week Monday to Friday. The normal work day shall be 7:00 a.m. to 3:30 p.m. but may be rescheduled by the Employer if posted on the bulletin board at least one week prior to the change, except during the months of December, January, February, March and April when weather conditions may make it impossible to schedule normal hours of work one week in advance. This clause shall in no way be construed as a guarantee as to the number of hours of work available to any employee in any given day or in any given week except as herein provided.

13.02 Each employee shall be entitled to an unpaid one-half (1/2) hour meal break per shift and to a paid fifteen (15) minute rest period in both the first half and the second half of each shift.

13.03 (1) Full time employees will receive one and one half (1 1/2) times his regular hourly rate for any time worked in excess of eight (8) hours in any given day, Monday through Friday, defined as the time between 12.01 a.m. and 12:00 midnight.

Temporary employees and students will receive one and one half (1 1/2) times his regular hourly rate for any time worked in excess of 40 hours in any calendar week: being Sunday through Saturday.

13.04 (1) A full time employee will receive one and one half (1 1/2) times his regular hourly rate for any time worked on Saturdays and twice his regular hourly rate for any time worked on Sundays.

(2) Temporary employees and students will receive one and one half (1 1/2) times his regular hourly rate for any time worked on Saturdays and Sundays.

13.05 Work performed by a full time employee on any of the days described in clause 14.01 as a paid holiday shall be at the rate prescribed in the Employment Standards Act, 1980, as amended, except for Christmas Day which shall be at double time for all hours worked in addition to his regular pay for the paid holiday.

13.06 (1) A full time employee required to report for work on his regular shift shall be guaranteed a minimum of three (3) hours or pay in lieu thereof.

(2) Temporary and Student employees required to report to work whether as a regular shift or called in to work overtime shall not be guaranteed any minimum number of hours or pay in lieu thereof.

13.07 Notwithstanding Clause 13.01 an employee maybe called in to work at other times than as scheduled in Clause 13.01 in emergency or extraordinary situations.

13.08 A full time employee called into work overtime shall be guaranteed a minimum of **three (3)** hours work or pay in lieu thereof at the appropriate overtime rate. For greater clarity, no guarantee is intended or provided for overtime worked immediately prior to or after a regular shift.

13.09 Any employee who is required to work more than two (2) hours after the completion of his regular shift shall be entitled to an unpaid meal break of one-half (1/2) hour. Thereafter the employee shall be entitled to an unpaid one-half (1/2) hour meal break for each additional four (4) hours or work. When called in on Saturday, Sunday, or Statutory Holidays, the employee shall be entitled to a one-half (1/2) hour unpaid meal break for each four (4) hours worked.

ARTICLE 13.10 SUMMER HOURS OF WORK AND OVERTIME

13.10 (1) From the first full week in May until the last full week in September, the regular work day for all employees shall be nine (9) hours per day (excluding meal breaks) on Monday through Thursday, and four (4) hours on Friday, being a total of forty (40) hours per week. The

normal work day shall commence at 7:00 a.m., but may be rescheduled by the Employer if posted on the bulletin board at least one week prior to the change. This clause shall in no way be construed as a guarantee as to the number of hours of work available to any employee in any given day or in any given week except as herein provided.

(2) Each employee shall be entitled to an unpaid one-half (1/2) hour meal break and a paid fifteen (15) minute rest period in both the first half and the second half of each shift on Monday through Thursday. On Friday, each employee shall be entitled to one paid fifteen (15) minute rest period during his four hour shift.

(3) An employee will receive one and one half (1 1/2) times his regular hourly rate for any time worked in excess of nine (9) hours in any given day, Monday through Thursday, and in excess of four (4) hours on Friday; defined as the time between 12:01 a.m. and 12:00 midnight.

(3) (a) Temporary and student employees shall be paid in accordance with Section 13.03(2) and/or Section 13.04(2)

(4) Any employee who is not scheduled to work on a paid statutory holiday shall, if qualified, receive holiday pay equal to a normal work day's pay (eight (8) hours) at his straight time rate of pay.

(5) Any employee who is absent due to sickness shall, if qualified, receive pay equal to a normal work day's pay (eight (8) hours) at his appropriate rate of pay.

ARTICLE 13.11 LIEU TIME

13.11 Employees will have the option of receiving paid time off (lieu time) at the applicable overtime rate or paid overtime. Overtime earned may be accumulated to a total of forty (40) hours in a calendar year to be taken at **a** time mutually agreed upon and not unreasonably withheld. All lieu time accumulated and not taken by December 1 of the calendar year shall be paid out at **the rate at which it was earned**.

ARTICLE 14 HOLIDAYS

14.01 Employees shall, except as hereinafter provided, be entitled to the following paid holidays:

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

Remembrance Day
Christmas Day
Boxing Day

14.02 Where any of the above noted holidays fall on a Saturday or Sunday, and is not declared or proclaimed as being observed on some other day, the following Monday (or Tuesday, where the preceding Monday is declared or proclaimed a holiday) shall be deemed to be the holiday for the purpose of this Agreement.

14.03 An employee who is not scheduled to work on the above holidays shall, if qualified, receive holiday pay equal to a regular work day's pay, at his straight time rate of pay.

14.04 In order to qualify for holiday pay an employee must have worked his full regular scheduled shift immediately preceding and immediately following the applicable holiday, unless absence is due to sickness, vacation or approved leave of absence.

14.05 An employee required to work on any of the holidays set out above will be paid in accordance with Clause 13.05 or will be permitted to accumulate overtime (lieu time) in accordance with Clause 13.11.

14.06A probationary employee shall only be entitled to receive the holidays set out in 14.01 as paid if and when he completes his probationary period.

14.07 Temporary and student employees shall not be entitled to payment for Statutory Holidays unless qualified under the Employment Standards Act.

ARTICLE 15 VACATIONS

15.01 An employee shall receive an annual vacation with pay in accordance with the following:

Less than one year	1 working day for each month (maximum 10 days)
One year or more	10 working days
In the calendar year of the 4th. anniversary and each year thereafter	15 working days
In the calendar year of the 8th. anniversary and each year thereafter	20 working days
In the calendar year of the 15th. anniversary and each year thereafter	25 working days
In the calendar year of the 23rd. anniversary and each year thereafter	30 working days

(a) Vacation pay shall be calculated at the appropriate percentage of the employee's previous calendar year's gross normal pay (excepting Vacation Pay) and shall be paid out as vacation time is taken, or on the last pay of the year, which ever occurs first.

For purposes of this section gross normal pay shall be as defined in the Employment Standard Act.

(b) Vacation time shall be taken any time during the calendar year except that each employee shall be limited to two weeks vacation during the period December 15th. to March 15th, limit one employee at a time based on seniority and must be booked one month in advance.

(c) Annual vacation entitlement must be taken within the calendar year in which they are earned.

15.02 If a paid holiday falls or is observed during an employee's vacation period, he/she shall be allowed an additional vacation day with pay at a time designated by the Employer.

15.03 An employee terminating employment or retiring at any time in the calendar year prior to using his vacation, shall be entitled to a proportionate payment of wages in lieu of such vacation, prior to termination or retirement.

15.04 Where an employee becomes qualified for sick leave, bereavement, or any other approved leave during his period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, to the mutual agreement of both the employer and employee.

ARTICLE 16 SHORT-TERM DISABILITY - INCOME PROTECTION PLAN

16.01 Full time employees who have completed probationary period and are unable to perform their duties due to non-occupational illness or injury shall be entitled to income protection in accordance with the following schedule; after the first three (3) days of each occurrence:

Insured Weeks

Length of Service	Full Salary	75% Salary
3 Mo. - 1 Yr.	1 Week	16 Weeks
1 Yr. - 2 Yr.	3 Weeks	14 Weeks
2 Yr. - 3 Yr.	5 Weeks	12 Weeks
3 Yr. - 4 Yr.	7 Weeks	10 Weeks
4 Yr. - 5 Yr.	9 Weeks	8 Weeks
5 Yr. - 6 Yr.	11 Weeks	6 Weeks
6 Yr. - 7 Yr.	13 Weeks	4 Weeks

7 Yr. - 8 Yr.	15 Weeks	2 Weeks
8 Yr. and Over	17 Weeks	n/a

The Short Term Disability program provides a maximum of 17 weeks income protection as set above, after which the employee may be eligible for the Long Term Disability Program.

16.02 The Township shall provide short term income protection subject to annual approval by E.I. of rate reduction and shall further provide the employees with a cash rebate for their share of any premium reductions.

16.03 Employees who are absent on account of non occupational illnesses or injuries must report to the Public Works Manager or designate during the first day of absence, and where the absence is in excess of three consecutive working days, the employee shall not be entitled to income protection unless a certificate from a qualified medical practitioner is produced to the immediate supervisor.

16.04 Each employee will be allowed five (5) "sick days" in each calendar year which shall be applied immediately when absent due to non-occupational illness or injuries, except when the employee is absent for four (4) or more consecutive working days in which case only three (3) "sick days" will be applied to this occurrence, with the balance of consecutive working days off to be paid in accordance with paragraph 16.01. If requested by the employee, any of his "sick days" remaining to his credit may be used to top up the short term income protection plan. There will be no cash surrender values for these "sick days" and they shall not be accumulative for future years.

16.05 Each employee will be allowed eight (8) hours per year to attend to medical appointments for themselves. The maximum duration of a single appointment leave period is two (2) hours. There will be no cash surrender value for unused time and unused time shall not be accumulated for future years.

16.06 When an employee has been granted maternity leave or any other leave of absence without pay, the Short Term Income Protection Plan shall not apply during the period of leave of absence except as provided under the Ontario Employment Standards Act.

16.07 When an employee is covered under the Short Term Income Protection Plan, all benefits shall be continuous and deducted in the usual manner so that the employee will retain all benefits. These benefits shall include regular vacations, but not statutory holidays. If a statutory holiday falls within the period of sick leave, the employee shall be paid at the percentage rate to which he or she is entitled.

ARTICLE 17 WORKPLACE SAFETY & INSURANCE BOARD BENEFITS

17.01 An employee absent due to an occupational illness or injury and who is in receipt of benefits from the Workplace Safety and Insurance Board may request the Township to make up the difference between the amount of benefits paid and his normal net pay which amounts

shall be deducted from his sick days credits and the Township hereby agrees to pay such differences from the employee's sick days credits only if sufficient credits remain at the time of request.

ARTICLE 18 LONG TERM DISABILITY

18.01 The Employer agrees to pay 100% of the billed premiums of Disability Insurance offered by the Township's insurance company. The basic benefits are explained in the following paragraphs.

18.02 The plan provides for all full time employees, who have completed their probationary period, to be eligible to apply for a long term disability benefit of 75% of their monthly earnings rounded to the nearest dollar on the date of disability to a maximum of $3,000.00 per month. The benefit will commence after a waiting period of 17 weeks after the date the employee becomes continually disabled.

18.03 The employee who is receiving payment under the Long Term Disability Plan shall be entitled to accumulate seniority while on L.T.D.

18.04 Hourly employees shall be paid vacation pay on regular earnings and Short Term Disability earnings but shall not be paid vacation pay on Long Term Disability earnings.

18.05 The Township hereby agrees to pay all employees benefits, except as outlined in Clause 18.04, on behalf of any employee on Long Term Disability for a maximum period of eighteen (18) months from the date of the disability, at which time his/her benefits shall cease.

ARTICLE 19 GROUP LIFE INSURANCE AND A.D. & D.

19.01 The Plan provides that all full time employees are required to participate in the Group Life Insurance and A.D. & D. Plan as underwritten by an approved Life Assurance Company, presently Sun Life Insurance Company, in accordance with the terms and conditions set forth in the Master Policy which will provide life insurance on the employee to the extent of two (2) times his annual salary calculated to the next higher $1,000.00.

19.02 The Plan provides for life insurance for Dependants as follows:

Spouse - $10,000.00;

Children - $5,000.00

19.03 The premium cost for Group Life Insurance A.D. & D. and dependant life insurance shall be 100% paid by the Corporation.

ARTICLE 20 RETIREE BENEFIT COVERAGE

20.01 The Township shall provide retiree benefit coverage through the Township's

Group Benefits provider for retirees taking an OMERS Pension prior to age 65

20.02 Retiree Benefits shall be as follows:

Employee Life and Accidental Death & Dismemberment- 50% of amount available to the employee immediately prior to retirement

Dependent Life - provided

- Extended Health Care and Dental - provided at the same level as active employees with the Township except the out-of-province coverage for retirees and their eligible dependents is limited to a lifetime limit of $10,000 per insured person

20.03 Retiree Benefits automatically terminate when the employee turns age 65.

ARTICLE 21 LEAVE OF ABSENCE WITHOUT PAY

21.01 The Employer may, in its discretion, grant leave of absence without pay and without loss of seniority to an employee for personal reasons. All requests for such leaves of absence shall be made in writing at least two (2) weeks in advance, except in case of extenuating circumstances, to the Chief Administrative Officer.

21.02 The Employer will grant leave(s) of absence, not exceeding ten (10) working days per year, without pay, for Union business to one (1) employee selected by the Union to attend Conventions or Conferences providing such leave of absence does not interfere with the continuance of efficient operations by the Employer. Such leave of absence must be requested at least two (2) weeks prior to the applicable date and shall set out the length of the leave requested and the name of the employee affected.

ARTICLE 22 LEAVE OF ABSENCE WITH PAY

22.01 A full time employee will be granted leave of absence without loss of pay in order to make the necessary arrangements for and to attend the funeral of members of his immediate current family for up to the maximum of days set forth in the following schedule:

For purposes of the agreement immediate current family is defined as including spouse, child, father, mother, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandmother or grandfather.

(a) 5 days in the event of death of spouse, child, father or mother;

(b) 4 days in the event of death of sister or brother of the employee, which time may include one day after the day of the funeral;

(c) 2 days in the event of death of grandparent, mother-in-law, father-in-law, son-in-law, grand-child or daughter-in-law of the employee;

(d) 1 day in the event of death of uncle, aunt, niece, nephew, first cousin, brother-in-law, or sister-in-law, Aunt-in-law and Uncle-in-law of the employee;

(e) **1 day** to serve as pall bearer.

Payment will be made for only that portion of the allotted time which falls within the employee's regular scheduled work week.

22.02 If an employee is required to serve as a juror or subpoenaed witness in any court of law, he shall not lose any pay because of such attendance provided that the amount paid to him for such service or attendance is promptly repaid by him to the Employer. The employee shall present proof of service of attendance and shall notify the Employer immediately upon his notification that he will be required to attend court as a juror or a subpoenaed witness.

22.03 No employee shall suffer any loss of wages or benefits when required to leave his employment temporarily with respect to grievance or arbitration, except as otherwise ordered by an Arbitration Board, in accordance with the terms of this Agreement, during his regular working hours.

22.04 The employer shall pay for all time required for an employee to obtain licences required by the Ministry of Transportation for the employee to perform the duties of their job.

ARTICLE 23 PAYMENT OF WAGES AND ALLOWANCE

23.01 Wages will be paid by the Employer bi-weekly on Fridays, in accordance with Schedule "A" attached to and forming part of this Agreement. Each employee shall be provided with an itemized statement of his wages, overtime and other supplementary pay or deductions.

23.02 For performing duties of Lead Hand, the Employer agrees to pay one of the Employees of the Bargaining Unit an additional rate of 50¢ per hour over that rate shown for Heavy Equipment Operator in Schedule "A" attached.

ARTICLE 24 WELFARE BENEFITS

24.01 Pension Plans

In addition to the Canada Pension Plan, every employee shall join the Ontario Municipal Employee's Retirement System. The Employer and the employees shall make contributions in accordance with the provisions of the Plan.

24.02 Hospital and Medical Insurance

The Employer will pay one hundred per cent (100%) of the premiums to provide the following health insurance coverage from present supplier Sun Life Insurance Company:

(a) Extended Health Care Plan including Vision Care at **$300.00/24 months for 2009 and $350.00/24 months for 2010**, including an eye exam every two years.

(b) Dental Plan with O.D.A. Fee Schedule to be maintained two (2) years behind current calendar year. Preventative & Basic Services (Including Periodontic & Endodontics) as per current provider Sun Life.

24.03 In addition to the welfare benefits provided in this Article the Employer shall provide such other welfare benefits provided to all other employees of the Employer during the currency of this Agreement.

ARTICLE 25 GENERAL CONDITIONS

25.01 The parties agree that the bulletin board now existing in the Road Office is the bulletin board referred to in the Agreement and to which all employees shall have access and upon which the Union and the Employer shall have the right to post notices as may be of interest to employees including notices of meetings.

25.02 Proper accommodation shall be provided for employees to have their meals and store and change their clothes. The Union acknowledges that proper accommodation is now available.

25.03 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 or proving that the tool was lost.

25.04 The Parties hereto agree to abide by the provisions of the Ontario Occupational Health and Safety Act.

25.05 No employee will be laid off as a result of the Employer contracting out of the work ordinarily performed by the bargaining unit.

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

25.07 The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and his rights and obligations under it. For this reason the Employer agrees to print sufficient copies of the Agreement and shall provide all employees with a copy.

25.08 The Township has established a Township Joint Health & Safety Committee and the Union shall be entitled to one representative on this committee.

ARTICLE 26 SAFETY EQUIPMENT

26.01 The Employer shall provide each employee with the safety equipment required pursuant to relevant legislation, including, without limiting the generality of the foregoing: safety hat, safety goggles, safety vest, protective vest and work gloves. The Employer shall replace worn out equipment upon the employee presenting to the Public Works Manager the worn out piece of equipment.

26.02 The Employer shall provide each full-time employee with coverall allowance of $92.50 per annum, payable at the first pay period following September 1st. each year.

26.03 Actual cost of safety boots based on the submitted receipts up to a maximum of $175.00 / calendar year. Payment to be made within two weeks following submission of the receipt.

ARTICLE 27 STRIKES/LOCKOUTS

27.01 The Employer agrees that during the term of this Agreement there will be no lockouts.

27.02 The Union agrees that during the term of this Agreement there will be no strikes.

27.03 The terms "strike" and "lockout" shall bear the meaning given them in the Ontario Labour Relations Act.

ARTICLE 28 DURATION OF AGREEMENT

28.01 This Agreement shall become effective on the 1st. day of January, 2009 and shall remain in full force and effect up to and including the 31st day of December, 2010. This Agreement shall remain in effect from year to year thereafter unless either party gives notice in writing, not more than ninety (90) days or less than thirty (30) days prior to the expiration date in any year of their desire to amend or terminate the Agreement. If notice of the desire to bargain is given by either party, the parties agree to meet within fifteen (15) days after receipt of such notice in writing.

Dated at Hickson, Ontario, this 9th day of January, 2009.

FOR:

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1589

Don Munroe

Don Munroe, Unit Chairperson

Heather Grassick

Heather Grassick, CUPE National

FOR:

THE CORPORATION OF THE TOWNSHIP OF EAST ZORRA-TAVISTOCK

Don McKay

Don McKay, Mayor

Jeff Carswell

Jeff Carswell, Chief Administrative Officer

THE CORPORATION OF THE TOWNSHIP OF EAST ZORRA-TAVISTOCK

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 1589

SCHEDULE "A"

CLASSIFICATION	January 1, 2009	January 1, 2010
Heavy Equipment Operator	$21.15	$21.78
Medium Equipment Operator	$20.91	$21.54
Light Equipment Operator	$20.56	$21.18
Student	$14.41	$14.84
Temporary Employees shall be paid $1.50 less per hour than set out for Light Equipment Operator.		
Lead Hand shall be paid $0.50 more per hour than set out above for Heavy Equipment Operator.		