



**COLLECTIVE AGREEMENT**

**BETWEEN**

**THE CORPORATION OF THE TOWN OF ESSEX**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND IT'S LOCAL 702.3**

**TERM: JANUARY 1, 2024 – DECEMBER 31, 2027**



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## **ARTICLE 1 – PURPOSE**

- 1.01 The general purpose of this agreement is to establish and maintain an orderly collective bargaining relationship between the Town of Essex and those employees within the bargaining unit covered by this agreement, to establish wages, hours of work and certain conditions of employment, to provide mechanisms for the prompt and equitable settlement of grievances and to promote the efficient operations of the Corporation, and to provide fiscally responsible operation of the municipality. The purpose will also be to promote the morale, well-being and security of all employees including the bargaining unit represented by the Union and the well-being of the civic service as a whole.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

- 2.01 The Union recognizes the right of the Employer to hire, lay-off, promote, demote or transfer any employee and to suspend or otherwise to discipline and discharge any employee for just cause. The Union further recognizes such other rights as the Employer might have conferred upon it by any statute from time to time. The exercise of such rights by the Employer shall not be inconsistent with the terms of this Collective Agreement.
- 2.02 The Union further recognizes the right of the Employer to operate and manage its business in all respects in accordance with its responsibilities. In addition to the location of its plants or places of employment, the methods, processes and means of performing the various works are the right and responsibility of the Employer. The Employer also has the right, and the Union recognizes it, to make and alter, from time to time, the rules and regulations to be observed by the employees, which rules and regulations shall not be inconsistent with the provisions of this Agreement.
- 2.03 No Other Agreements

No employee shall be required or permitted to make any written or verbal agreement that may conflict with the terms of this Agreement.

## **ARTICLE 3 - RECOGNITION**

- 3.01 Recognition
- a) The Employer recognizes the Union as the sole collective bargaining agent of all employees of the Corporation of the Town of Essex; save and except the Chief Administrative Officer; Directors; Managers; Assistant Managers; Superintendents; Chief Building Officials; Financial Analysts, Employees of the Fire and Rescue Services. Students employed in the arenas hired for concession, skate monitoring and skate sharpening; students employed at the Harbour until Thanksgiving Monday; and students employed at the Aquatics Centre and during the summer vacation period or a defined work term. Students won't be brought in to

replace a bargaining unit member and the student will be employed for a specific work term.

The Union will be notified as to the person, the work being done and the term of work.

- b) The Union Chair or designate, shall be provided with a useable electronic copy of a current list of names, addresses, telephone numbers, and work or personal email addresses of all employees in the Bargaining Unit in January of each year.
- c) **The Corporation will coordinate and invite the Unit Representative to participate in new member orientation, to be held on a monthly basis (when required).**

### 3.02 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. Such representative(s)/advisor(s) shall have access to the Employer's premises in order to deal with any matters arising out of this Collective Agreement provided prior permission is received from management. Such permission shall not be unreasonably withheld.

- 3.03 It is agreed that the **Unit Representative or designate** shall be notified by email or otherwise, in accordance with the timelines outlined in by-law "Rules of Order and Procedure for the Town of Essex", of all open Regular Meetings of Council. Should anything pertaining to the terms of this Agreement be scheduled to be heard by Council, two (2) representatives of the Union may attend at the expense of the Employer if such meetings are held during the normal work period.

### 3.04 Committees

- a) Negotiating Committee

A Negotiating Committee shall be established consisting of no more than five (5) representatives of the local union, including the Unit Representative of the local. Such representatives shall suffer no loss of salary or benefits whilst in bargaining with the Employer.

- b) A Labour Management Committee

The parties hereto agree to the establishment of a Joint Labour Management Committee composed of equal representation of the Employer and the Union, including the Unit Representative of the local, but in no case shall the committee exceed a total of eight (8) members. Both parties agree to supply and update as necessary, a list of their representatives to this committee. The intent and purpose of

this Committee will be for the effective administration of the Collective Agreement and to provide a means of communication for the resolution of any or all disputes that may rise through the application of the Agreement, save and except those matters that are subject to the grievance procedure. Meetings will be held on request of either party.

The Employer further agrees that it will advise the **Unit Representative or designate** of any new or revised policies it intends to implement which may impact members of the bargaining unit, at which time the Union may determine if a meeting of the Committee is advisable.

c) An Occupational Health and Safety Committee

All employees shall co-operate with the Employer in preventing injuries and accidents and shall from time to time make recommendations to the Employer as to the prevention of injuries and accidents. The Employer and the Union, **including the Unit Representative or designate** shall form a safety committee consisting of an equal number of representatives from management and union, including the Unit Representative of the local, that shall function as covered by The Occupational Health and Safety Act of Ontario.

d) Joint Job Evaluation Committee

The parties agree that a Joint Job Evaluation Committee shall be maintained with equal representation from the Employer and the Union, including the Unit Representative **or Chief Union Steward** of the local, for the purpose of completing and maintaining the Pay Equity Plan as required by legislation.

3.05 Committee members, per the above or any other committee that may be agreed between the parties, shall not suffer any loss of wages or benefits if they appear before the Corporation on Union business, during working hours.

3.06 Stewards

In order to provide an orderly and speedy procedure for the settling of workplace issues and grievances, the Employer acknowledges the right of the Union to appoint or elect stewards, whose duties shall be to assist employees within the bargaining unit in the resolution of workplace issues and preparing and presenting grievances in accordance with the grievance procedure.

The Employer and the Union acknowledge that Stewards or Union Representatives perform regular duties on behalf of the Corporation, and that such persons will not leave their duties without first obtaining the permission of their immediate supervisor or designate. On the completion of such duties, they shall report back to their supervisor or to any job to which they were previously directed.

The Union shall notify the Employer in writing of the names of the stewards so elected or appointed before the Employer shall be required to recognize them.

The Union may appoint up to four (4) stewards, one of whom shall be designated Chief Steward by the Union.

Any steward may be requested to assist another steward to settle a grievance.

### **3.07 Meetings with the Employer**

Leave of absence with pay will be granted to employees to meet with the Employer to discuss matters relative to this Agreement during working hours, but permission for same must be first arranged.

## **ARTICLE 4 - NO DISCRIMINATION**

### **4.01 a) No Discrimination**

The parties hereto jointly agree that no employee shall in any manner be discriminated against, harassed or coerced, restrained or influenced because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status or disability or membership or non-membership on any labour organization, or by reason of any activity in any labour organization or that of any dependents of any employee.

b) The parties hereto agree that neither will at any time act or proceed in any manner contrary to the provisions of the Employment Standards Act, Labour Relations Act for Ontario, Occupational Health and Safety Act or the Ontario Human Rights Code.

### **4.02 No Strikes or Lockouts**

Where a Collective Agreement is in operation, no employee bound by the agreement shall strike, and no Employer bound by the agreement shall lock out such an employee.

## **ARTICLE 5 - EMPLOYEE CLASSIFICATION**

### **5.01 Probationary Employees**

a) Probationary full-time employees are those who are hired with the understanding that they will become regular employees upon successful completion of a probationary period of ninety (90) calendar days commencing from the date of hiring.

- b) Probationary part-time employees are those who are hired with the understanding that they will become regular employees upon successful completion of a probationary period of 520 hours commencing from the date of hiring.

#### 5.02 Regular Full-Time Employees

Regular employees are those who have been employed by the Employer beyond their probationary period, as referred to in Article 5.01

#### 5.03 Regular Part-time Employees

Part-time employees are those who were hired as probationary employees and who have been employed by the Employer beyond their probationary period and who work twenty-four (24) hours a week or less, as averaged over any consecutive thirteen (13) week period.

#### 5.04 Temporary Employees

Temporary employees are those hired to work during a period in the event of an emergency, or to replace regular employees because of illness or injury, or to replace any regular employee on pregnancy and parental leave, or to work during vacation periods. In the event of vacation periods, a temporary employee shall be allowed to continue to work up to one hundred and twenty (120) calendar days provided any regular employee is on vacation for no less than two thirds (2/3) of the total period of temporary employment. A temporary employee shall not be hired in excess of four (4) months in a twelve (12) month period, except in the case of prolonged illness or injury, or in the case of pregnancy and parental leave, of regular employee. Temporary employees hired for a period of six (6) months or less shall be paid the probationary rate of pay. Temporary employees hired for a period of time greater than six (6) months will be paid the intermediate rate of pay following the completion of six (6) months of continuous employment.

Temporary employees shall not accumulate seniority during their period of temporary employment. Should a Temporary employee be hired into a permanent position within sixty (60) days of the termination of the temporary position, such employee shall be credited seniority for the period of temporary employment upon the completion of probation.

#### 5.05 Seasonal Employees

Seasonal Employees are those who are hired in any department other than Community Services to perform work of a seasonal nature and shall be hired only for the period during which the seasonal work is required. However, in the event that the seasonal work cannot be performed as a result of weather or other unforeseen circumstances, seasonal employees may assist regular employees in the performance of other work. Seasonal employees shall be paid

a probationary rate for the first ninety (90) days of employment. They shall be paid the Seasonal Job Rate from the ninety-first (91<sup>st</sup>) day of employment forward.

5.06 Students

“Student” shall mean a person attending school, college or university on a full-time basis and who has indicated their intention to return to school. The use of students shall not result in a reduction in the hours of work or a lay-off of regular employees in the bargaining unit.

5.07 Casual Labourer

Casual labourers shall be used only in the Department of Community Services (formerly Parks & Recreation). Casual labourers will be the 2<sup>nd</sup> person on duty at any given time and will be responsible for maintenance activities and will take direction from the senior person on duty at the time. At no time will a casual employee be solely responsible for the operation of any building, but may be assigned duties at **Maedel** in which no other employee is present (for the purpose of performing basic cleaning duties). Casual labourers will not be permitted to work more than sixteen (16) hours per week.

**ARTICLE 6 - JOB CLASSIFICATION**

6.01 When the employer adds a new classification within the bargaining unit, the wage rate shall be determined by the Job Evaluation Committee prior to posting of the position. New employees will be advised of job equity procedures.

**ARTICLE 7 - CORRESPONDENCE**

7.01 All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Manager, Human Resources and the Local Unit Representative, with a copy to the National Representative.

**ARTICLE 8 - UNION MEMBERSHIP AND CHECK OFF OF UNION DUES**

8.01 Condition of Employment

In order to promote harmonious relations between the Employer and the Union, it shall be a condition of continued employment that all employees of the Employer covered by this Agreement must become members of the Union within the first month of the date of hiring and must remain in good standing thereafter.

## 8.02 Union Dues

The Employer agrees to deduct union dues, fees and assessments as are established from time to time under the constitution and by-laws of the Union, from the wages of all the employees covered by this Agreement. Such deductions shall be made on each pay cheque and transmitted to the National Secretary Treasurer of the Union not later than the end of the month following the month in which the dues were deducted. Should the Union alter the amount to be deducted, the Union agrees to provide the Employer with no less than thirty (30) days notice of such change.

## **ARTICLE 9 - GRIEVANCE PROCEDURE**

### 9.01 Grievance Meetings

- a) Wherever possible, grievances shall be processed during the normal working hours of the Steward. Stewards shall receive their regular rate of pay when grievances, or pending grievances, are processed with the Corporation during normal working hours, save and except a Steward from the Community Service that is not working during normal hours who shall be paid the regular rate for said meeting.
- b) If the Corporation representative is unable to meet with Stewards during the Stewards' normal working hours, the Stewards shall be paid at their regular rate of pay for all time spent during the processing of the grievance with the Corporation, except if the grievor and the Steward work on opposite shifts.

### 9.02 Restrictions on Stewards

- a) The Employer agrees that stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties and in particular while investigating disputes.
- b) The Union understands and agrees that stewards are employed to work for the Employer and that they will not leave their work during working hours except to perform the duties under this Agreement. Therefore stewards shall not leave their work unless they have given their immediate supervisor or designate proper notification.
- c) Stewards shall not suffer a loss of wage or benefits in attending to Union business.

### 9.03 Grievance Procedure

An earnest effort shall be made to settle any grievance fairly and promptly in the following manner:

#### STEP ONE

Aggrieved employees shall meet to discuss and submit their grievance to a Steward.

#### STEP TWO

If the Union considers the grievance to be justified, the employee(s) concerned and the Steward shall first seek to settle the dispute with the employee's immediate supervisor, as the case may be, within and not after seven (7) working days after the occurrence of the incident or circumstances giving rise to the grievance. The employee's immediate supervisor, as the case may be, shall render a decision within five (5) working days after receipt of such notice.

#### STEP THREE

Failing settlement at Step Two, the Union shall submit the matter to the Director in charge of the area in writing within and not after seven (7) working days of the Step 2 response. The Director shall render a decision within seven (7) working days after receipt of such notice.

#### STEP FOUR

Failing settlement at Step Three, the Union shall refer the matter to the Chief Administrative Officer within and not after seven (7) working days of the Step 3 response. The Chief Administrative Officer shall render a decision within seven (7) working days after receipt of such notice.

#### STEP FIVE

Failing settlement at Step Four, the Union may refer the grievance to arbitration within one (1) year of the Step 4 response.

### 9.04 Policy Grievances

**Where a dispute involving a question of general application or interpretation of the Collective Agreement occurs, a policy grievance may be filed by either party commencing at Step Three (3) within ten (10) working days of the circumstances giving rise to the grievance.**

### 9.05 Group Grievances

**Where a Group Grievance involves a group of employees in the same department, it may be initiated at Step Two (2) by the Union within ten (10) working days of the circumstances giving rise to the grievance. Group grievances involving a group of employees in two (2) or more departments shall be filed at Step Four (4) within ten (10) working days of the circumstances giving rise to the grievance.**

9.06 Layoff Grievances

Grievances concerning layoffs due to the reduction in the working force shall be initiated with the Chief Administrative Officer (Step Four) within and not after ten (10) working days after the occurrence of the incident or circumstances giving rise to the grievance. Any prior step of the grievance procedure may be by-passed.

9.07 Written Replies

Replies to written grievances shall be in writing at all stages **and sent to the Unit Representative and Chief Steward.**

9.08 Facilities

The Employer shall supply the necessary facilities for a grievance meeting.

9.09 Time Limits

The time limits in the grievance and/or arbitration procedure may be extended by mutual agreement of the parties to this Agreement.

**ARTICLE 10 - ARBITRATION**

10.01 Procedure

When either party requests that a grievance be submitted to arbitration, they will notify the other party in writing of its desire. Following receipt of the notice, the Employer and the Union shall endeavour to select a sole arbitrator.

10.02 Failure to Appoint

If the parties fail to appoint an arbitrator, the appointment shall be made by the Minister of Labour, upon the request of either party.

10.03 Arbitration Procedure

The Arbitrator may determine its own procedure, but shall give full opportunity to all parties to present evidence and make representation to it. They shall hear and determine the difference or allegation and render a decision.

10.04 Decision of the Arbitrator

The decision of the Arbitrator shall be final and binding and enforceable on all parties, but in no event shall the Arbitrator have the power to change this Agreement or alter, modify or amend any of its provisions. However the Arbitrator shall have the power to dispose of any

discharge or discipline grievance by any arrangement which in its opinion it deems just and equitable.

10.05 Reconvening the Arbitrator

Should the parties disagree as to the meaning of the decision, either party may apply to the Arbitrator to clarify the decision.

10.06 Arbitration

Each party shall pay:

- (1) half of the Arbitrators fees and expenses in totality.

10.07 Information, Witnesses, Access to Premises

- a) At any stage of the grievance procedure, the parties may have the assistance of the employee(s) concerned as witnesses, or any other witnesses as required.
- b) No information pertaining to the investigation of the grievance and/or arbitration shall be unreasonably withheld. The Employer will co-operate during the grievance procedure to endeavour to bring about the just settlement of the grievance.
- c) All reasonable arrangements will be made to permit the conferring parties or the Arbitrator(s), to have access to any part of the Corporation's premises to view any working conditions that may be relevant to the settlement of the grievance.

**ARTICLE 11 - DISCIPLINE**

- 11.01
- a) No discipline action shall take place beyond seven (7) working days of the occurrence or the incident that the Employer considers to warrant disciplinary action.
  - b) At any meeting with the Employer regarding disciplinary action the employee shall have a Steward present.
  - c) Whenever a recommendation is made for the suspension or discharge of an employee, a copy of the disciplinary report shall be delivered to the employee in the presence of the Union Steward who shall also receive a copy of the said report.
  - d) Failure of the Corporation to comply with this procedure shall render the dismissal or suspension null and void.

11.02 "Sunset" Clause

Records of employees shall not be used against them at any time after twenty-four (24) months following a suspension or disciplinary action, including letters of reprimand or any

adverse reports. Any disciplinary letter, including letters of reprimand or any adverse reports shall be removed from the employees personnel file and provided to the employee for disposal after twenty-four (24) months at the employee's request.

#### 11.03 Personnel Records

Employees shall have the right to have access to and review their personnel records at any time upon request to the Manager, Human Resource.

### **ARTICLE 12 - SENIORITY**

#### 12.01 Seniority Defined

Seniority is defined as the length of service within the bargaining unit and shall include service prior to certification and shall be used in determining preference, priority for promotions, transfers, demotions, layoffs and recall provided the employee possesses the requisite skills and qualifications. Seniority shall operate on a bargaining-unit-wide basis.

#### 12.02 Seniority List

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced, each employee's current work classification, and each employee's status classification. An up-to-date seniority list shall be sent to the Union upon request and posted on all bulletin boards in January in each year.

#### 12.03 Seniority Rights of Probationary Employees

Newly hired employees shall be considered on a probationary basis for a period as per article 5.01 or 5.05 as applicable.

During the probationary period, employees shall be entitled to all rights and privileges of this Agreement, except with respect to benefits, insurance, job posting rights, discharge and discipline. The employment of such employees may be terminated at any time during the probationary period without recourse to the grievance procedure, unless the Union claims discrimination, as noted in Article 4, as the basis of termination.

After completion of the probationary period, seniority shall be effective from the original date of employment.

For clarification, part time, seasonal, casual and temporary employees who are appointed to permanent positions and who have completed their probation as per article 5.01 or 5.05 as applicable are deemed to have completed their probationary period.

#### 12.04 Loss Of Seniority

Employees shall not lose seniority rights if they are absent from work because of sickness, accident, layoff or leave of absence approved by the Employer.

Notwithstanding the above statement, employees shall only lose seniority and the pursuant rights of seniority in the event of:

- a) discharge for just cause that is not reinstated;
- b) resignation;
- c) retires;
- d) absence from work in excess of five (5) working days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible;
- e) failure to return to work within seven (7) calendar days following a recall and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employees to keep the Employer informed of their current address;
- f) if an employee is laid off and not recalled for a period of not more than twenty-four (24) consecutive months.

#### 12.05 Transfer and Seniority Outside Bargaining Unit

Employees shall not be transferred to positions outside the bargaining unit without their consent. If employees are transferred to a position outside of the bargaining unit but return to the bargaining unit within ninety (90) calendar days, they shall retain seniority previously accrued.

#### 12.06 Continuation of Acquired Rights

All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacts, or proclamation or regulation shall invalidate any portion of this Agreement, or if there is an amalgamation, annexation, merger or other structural change of the Employer, the entire Agreement shall not be invalidated and the existing rights, privileges and obligations of the employees shall remain in existence and either party, upon notice of the other, may reopen this present Agreement for negotiation.

## **ARTICLE 13 - JOB POSTING AND STAFF CHANGES**

### **13.01 Job Posting and Staff Changes**

Any vacancies or position created in the bargaining unit shall be posted on the bulletin boards of the Employer **and online via the Town's Employee Intranet System** for a period of seven (7) working days. All bargaining unit employees covered by this agreement shall have the opportunity of filling out an application for said bargaining unit position.

When qualifications of more than one candidate are relatively equal, seniority shall be used as the determining factor.

Alternately, in the event that the Employer determines that a lengthy posting process will be detrimental to the operation of the corporation, it may shorten the posting period to three (3) working days by:

- a) noting clearly on the posting notice "3 day posting" and
- b) notifying all members who are not expected to report for work during the three day period.

### **13.02 Employees will be considered for positions in accordance with article 13.01 in the following sequence:**

- a) Regular Full-time Employees
- b) Regular Part-time Employees
- c) Seasonal and Casual Employees with a minimum of 2000 hours.

### **13.03 Information on Postings**

Such posting shall contain the following:

- (i) title of position;
- (ii) location;
- (iii) qualifications;
- (iv) required knowledge and education;
- (v) skills;
- (vi) hours of work;
- (vii) wage or salary rate or range;

(viii) whether or not it is an Expedited Posting (as per 13.01).

Such qualifications and requirements shall be those necessary to perform the job function.

- 13.04 The Employer upon selecting a successful internal applicant shall notify the other internal applicants that they were unsuccessful **within five (5) business days of the successful internal candidate accepting the position.**
- 13.05 **If a job posting identifies that the successful candidate has a set period of time to obtain a specific training, certificate(s) or licensing to gain the required knowledge/skills to perform in the position, the successful candidate must obtain training, certificate(s) or licensing within the set time period at the expense of the Employer or shall return to their previous position. Should a required training course not be available within the time period set out in the job description, the time frame to obtain the training, certificate(s) or licensing shall be extended for a period up to one (1) year. The extension shall be mutually agreed upon by the union and the Employer. Should the employee be unsuccessful in obtaining a specific training, certificate(s) or licensing they would return to their previous position, all other positions affected by the original recruitment will also return to their previous positions. The position will then be reposted per Article 13. Any exceptions or extensions to this article must be reviewed and approved in writing by the CAO and mutually agreed to by the Union.**
- 13.06 The Employer shall notify the Union in writing of all new positions within the bargaining unit thirty (30) days before the above procedure may commence.
- 13.07 When a vacancy, except due to an undetermined length of sick leave, occurs, it shall be posted within **sixty (60) days**. However, in the event the Employer determines it appropriate to reconsider the position, the union will be notified within **thirty (30) days**.
- 13.08 As a condition of the transfer, successful internal applicants posting into a position that requires the operation of a Town of Essex Vehicle, and whose current position did not require the operation of a Town of Essex Vehicle, will be required to provide an updated three-year drivers abstract for the purposes of insurability. The employer shall reimburse the cost of the driver's abstract upon receiving the abstract and an official receipt.
- 13.09 Trial Period

There shall be a trial period in connection with any job promotion or job transfer. The successful applicant shall be placed on trial for a period of up to sixty (60) calendar days during which time he/she shall receive the necessary training for the position. Conditional on satisfactory service, such trial promotion shall become permanent after the sixty (60) calendar days.

In the event that the successful applicant proves unsatisfactory in the position during the above-mentioned trial period, or if the employee finds himself/herself unable or unwilling

to perform the duties of the new job classifications, they shall be returned to their former positions without loss of seniority, wages or salary. Any other employees promoted or transferred because of the rearrangement of positions shall also be returned to their position without loss of seniority, wages or salary.

13.10 Priority for Internal Applicants

Internal bargaining unit applications shall be fully considered and processed before applicants from outside the bargaining unit may be considered.

13.11 The employer will not be required to re-post the position **should it become vacant within thirty (30) days of a previous posting**, any candidates with the required qualifications **from the previous posting** will be considered for the position in accordance with Article 13.01.

13.12 Notice of New Employees and Staff Changes

The Corporation will notify the **Unit Representative or designate** when any new person is employed within the Corporation, of any staff changes and what their position/titles are **and will post the new employee to the intranet.**

13.13 Temporary Transfers

If an employee elects to post into a temporary position within the bargaining unit, such employee will be paid at the job rate of the position for which they have posted to. Part-time Employees that have posted into a temporary full-time position, will be assigned the average hours of their part-time classification for the period of the temporary transfer upon return to their regular part-time position. The average hours will be used for the purpose of calculating their annual part-time hours.

13.14 Short Term Internal Transfers

For special circumstances, vacations, **illness** and short leaves of absence **that are anticipated to be less than sixty (60) days**, the Employer may utilise employees to cover **these absences** for short durations in any area upon giving not less than **one (1) weeks'** notice to the employee(s) involved. In such case the employee(s) will work the normal **working hours of the position they are transferring to**. In case of emergency or illness, the Employer may utilise employees in either Public Works, Water or Community Services without notice for a period of not more than five (5) consecutive days unless otherwise agreed to between the parties. In such case the employee(s) will work the normal daytime hours. In the event of the need for the aforementioned temporary transfers the following procedure shall apply:

- a) If particular, **qualifications and/or** skills are specifically required, the employee(s) with those particular **qualifications and/or** skills **within the same division** shall be offered the temporary transfer in accordance with their seniority.

- b) If enough employees with those particular **qualifications and/or** skills do not voluntarily accept the temporary transfer, said employees **within that division** shall be temporarily transferred in the reverse order of their seniority.
- c) If there are not enough employees with the particular skills required, all other employees **within the division** may be offered the temporary transfer in accordance with their seniority.
- d) If enough employees do not voluntarily accept the temporary transfer, employees **within the division** may be temporarily transferred in the reverse order of their seniority.
- (e) **Employees that are utilized in a short term transfer shall not be utilized in another short term transfer for the same position and for a period equal to the time of their previous short term transfer. For example, if an employee was utilized in a short term transfer for a period of sixty (60) days, following the sixty (60) day period, the employee would not be eligible to be utilized in a short term transfer to the same position for a period equal to the previous short term transfer, in this case sixty (60) days. For clarity, employees may elect to post into a temporary position that is the same position without penalty or be utilized in a short term transfer to a different position.**
- (f) **The Unit Representative shall be notified in writing when a member is involved in a short term transfer, including the position and division the member is being transferred, the anticipated length of the short term transfer and the date the transferring member is transferred back to their regular position.**

## ARTICLE 14 - LAY-OFF AND RECALL

### 14.01 Definition of Layoff

Lay-off shall mean a reduction in the normal daily or weekly hours of work of one or more full-time employees or, for facility part-time employees, a reduction to more than 20% below the maximum number of allowable hours.

### 14.02 Notice

- a) In the event of a proposed lay-off of a permanent or long-term nature or the elimination of a position within the bargaining unit, the employer shall:
  - (i) provide the union with no less than 10 weeks notice of the proposed lay-off or elimination of a position; and

- (ii) provide to the affected employee(s) no less than 10 weeks written notice of lay-off, or pay in lieu thereof.

In the event of a proposed lay-off a short-term nature, short term being of two weeks or less in duration, the employer shall provide to the affected employee(s) no less than two weeks written notice of lay-off, or pay in lieu thereof.

b) Notice for Seasonal Employees

The start and end date on a seasonal employee's term of employment shall be contained in their letter of employment, or letter of recall, as the case may be. This notice shall serve as notice of lay-off for seasonal employees.

Employees that have been hired for a seasonal terms shall not be permitted to bump.

14.03 Lay-Off and Bumping

- a) Employees who are in positions that have been rendered redundant, have had their hours reduced or are being bumped, have the option of:
  - (i) accepting the lay-off and being placed on the recall list or accepting the reduction in hours; or
  - (ii) bumping a less senior employee to retain their job and/or hours providing, however, that the retained employees have the qualifications to perform the job into which they are bumping.
- b) Part-time employees shall not be permitted to bump into a full-time position.

14.04 Benefits on Lay-off

- a) In the event of a lay-off of an employee, the Employer shall continue to pay the benefits as outlined in Article 23 on behalf of the employee for the month the lay-off commenced and for the following month.
- b) The employee may continue to pay the full cost of the benefits as outlined in Article 23 (Health and Welfare Benefits) for the duration of the period. Such payment can be made with the Employer provided the employee informs the Employer of their intent to do so at the time of the lay-off, and arrange with the Employer the appropriate payment schedule.
- c) Seniority shall accrue while the employee remains on the recall list as per Article 12.04.

#### 14.05 Recall Procedure

- a) Any vacancy shall be posted per Article 13 (Job Postings and Staff Changes) so any members of the bargaining unit may apply. The Employer shall keep all laid off employees apprised of all job postings within the bargaining unit.
- b) If there are employees remaining on the recall list at the end of the job posting process and a vacancy remains, employees will be recalled in order of seniority providing, however, that the employees so recalled have the qualifications to perform the job into which they are being recalled.
- c) Employees on the recall list are required to keep the Corporation apprised of their current address.
- d) Notice of recall shall be by registered letter with proof of delivery to the last address recorded with the Corporation by the employees. The employees will be required to report to work within seven (7) days of receipt of notice unless there is good reason for another time period.

- e) Recall for Seasonal Employees

Seasonal employees shall have no rights of recall until they have been recalled by the employer for a second season of the same work. After the second season they shall have recall rights in order of seniority for the same seasonal work only.

- f) Recall for Casual Employees

Casual Employees shall have no right or recall until they have been recalled by the Employer for a second work term as a Casual Employee. After the second work term they shall have recall rights in order of seniority for the same casual position only.

#### 14.06 No New Employees

No new employees will be hired in any job classification until those laid off employees have been given an opportunity to fill such vacancy in accordance with Article 13.01.

#### 14.07 Redeployment Committee

A redeployment committee will be established no later than two (2) weeks after notice of long-term or permanent lay-off is given to the union.

- a) Redeployment Committee Mandate

The mandate of the redeployment committee is to:

- i) identify and propose possible alternatives to the proposed lay-off(s) or elimination of position(s), including, but not limited to, identifying work which would otherwise be bargaining unit work and is currently work contracted out by the employer which could be performed by bargaining unit employees who are or would otherwise be laid off;
  - ii) identify vacant positions or positions which are currently filled but which will become vacant within a twelve (12) month period and which are either:
    - a) within the bargaining unit; or
    - b) within another CUPE bargaining unit; or
    - c) not covered by a collective agreement
  - iii) identify retraining needs of workers and the availability of such training for workers who are, or would otherwise be, laid off.
- b) Composition of Redeployment Committee

The redeployment committee shall be comprised of two (2) representatives of the employer and two (2) representatives of the union which shall include the Unit Representative of the local. Meetings of the redeployment committee shall be held during normal working hours. Time spent attending such meetings shall be deemed to be work time for which the representative(s) shall be paid at their regular or premium rate as may be applicable.

Each party shall appoint a co-chair for the Redeployment Committee. Co-chairs shall chair alternate meetings of the committee, preparing minutes and writing such correspondence as the committee may direct.

The employer shall provide to the Redeployment Committee all pertinent staffing and financial information, subject only to time and staffing constraints and requirements of the Freedom of Information and Protection to Privacy Act.

- c) Reduction of hours of part-time employees will not trigger the Redeployment Committee.

## **ARTICLE 15 - HOURS OF WORK**

### 15.01 Hours of Work

- a) **OFFICE, CLERICAL AND TECHNICAL:**

The regular work day shall consist of seven (7) hours, 8:30 a.m. to 4:30 p.m., Monday to Friday, with a one (1) hour unpaid lunch period, or with the mutual agreement between the Employer and the employee(s), a one-half hours (1/2) unpaid

lunch period. The regular work week shall consist of thirty-five (35) hours unless mutually agreed upon between the Union and the Employer.

b) PUBLIC WORKS:

Working hours for all employees of the Public Works Division will be eight (8) consecutive hours per day, Monday to Friday, between the hours of 7:00 a.m. and 3:30 p.m. with a one half (1/2) hour unpaid lunch period and the regular work week to consist of forty (40) hours.

Employees shall be permitted to “flex” their hours so they start work at 6:00 a.m. to accommodate such work activities as street cleaning or due to weather considerations (eg, heat during the summer). The 6:00 a.m. start time may be agreed to between the parties.

c) WATER DIVISION

Working hours for all employees of the Water Division will be nine (9) consecutive hours per day, Monday to Thursday, between the hours of 7:00 a.m. to 4:00 p.m. with a one-half (1/2) hour paid lunch to be taken on site, one fifteen (15) minute break in the morning taken on site and one fifteen (15) minute break in the afternoon taken on site and the regular work week to consist of forty (40) hours.

Working hours for Friday will be four (4) consecutive hours per day between the hours of 7:00 a.m. to 11:00 a.m. with one fifteen (15) minute break taken on site.

There will be a minimum of one (1) water operator on duty on Friday.

d) COMMUNITY SERVICES:

i) OPERATOR

The regular work week of forty (40) hours shall consist of five (5) eight (8) consecutive hour days, Sunday to Saturday. Or four (4) ten (10) hour days with a one half (1/2) hour paid lunch period, upon mutual agreement between employees and the employer.

It is understood that if more employees elect a 4/10 shift than there are 4/10 shifts available, such shifts shall be assigned on a rotational basis among those willing to work a 4/10 shift, with initial assignments based on seniority.

ii) OFFICE AND CLERICAL

The regular work week of thirty-five (35) hours shall consist of five (5) seven (7) consecutive hour days, Sunday to Saturday with a one half (1/2) hour unpaid lunch period.

iii) TECHNICAL (Landscape Technician and Facility Maintenance Technician)

The regular working hours for all technical employees in the Community Service Department will be eight (8) consecutive hours per day, Monday to Friday, between the hours of 7:00 a.m. and 3:30 p.m. with a one half (1/2) hour unpaid lunch and the regular work week to consist of forty (40) hours.

Note for (i) & (ii) and (iii) above: Starting times to be determined by the Director, Community Services. Employees shall be scheduled off for two (2) consecutive days per/week unless mutually agreed to do otherwise between the employees and the employer.

e) PART-TIME EMPLOYEES:

i) No full-time employees shall be laid off or suffer shorter hours directly or indirectly due to the use of other employee classifications, as defined in Article 5.

ii) a) Facility part-time employees shall not work more than 1350 hours per year, they may not regularly work more than 24 hours per week as per Article 5.03, furthermore, facility part-time employees may work the normal hours of the division to which he/she is posted when one or more regular full-time employee(s) is absent for a week or less, unless mutually agreed to between the parties for a longer period. No overtime hours worked will contribute to the yearly maximum of 1350 hours. **All paid sick time will contribute to the yearly maximum of 1350 hours.**

b) All other part-time employees shall not work more than 1200 hours per year, nor more than 24 hour per week as per Article 5.03, except that part-time employees may work the normal hours of the division to which he/she is posted when one or more regular full-time employee(s) is absent for a week or less, unless mutually agreed to between the parties for a longer period. No overtime hours worked will contribute to the yearly maximum of 1200 hours. **All paid sick time will contribute to the yearly maximum of 1200 hours.**

Note for (a) & (b) above: The distribution of regular shifts, on a monthly basis, shall be shared equally as possible among part-time employees.

- iii) Regular part-time employees shall be assigned regular shifts that shall be at least four (4) hours in duration and no longer than the standard shift in the department to which he/she is assigned.
- f) All employees in one division of the Infrastructure Department shall work the same hours, with the exception of those involved in downtown street sweeping operations with mutual agreement between this Union and the Employer.

15.02 No Split Shifts

Employees shall not be required to work split shifts unless mutually agreed to between the Union and the Employer.

15.03 Notice of Schedule Change

- a) Work schedules shall be posted seven days in advance and can only be changed on twenty-four hours notice or by mutual agreement.
- b) All employees in one (1) crew except for those working in Community Services, shall work the same hours unless otherwise agreed.

15.04 Rest Break

- a) All employees shall be permitted a fifteen (15) minute rest, around the mid-point both in the first and second half of the shift.
- b) Subject to the Highway Traffic Act any employee required to take eight (8) hours off-duty which overlaps into the next scheduled shift shall be considered to be at work for the hours overlapping and will be paid for these hours accordingly and shall report for work at the end of the off-duty period to complete their assigned shift.

**ARTICLE 16 – JOB SECURITY**

16.01 Work of the Bargaining Unit

No employee will be laid off or suffer shorter hours, directly or indirectly, through the employer hiring outside contractors or person whose job is not in the bargaining unit. It is recognized that non-union employees may do bargaining unit work only in the case of an emergency where the Employer has been unable to find bargaining unit employees to perform the emergency work.

16.02 No regular full-time position shall be eliminated by dividing the hours into part-time positions.

## ARTICLE 17 - OVERTIME

### 17.01 Overtime Defined

All time worked in excess of the regular working day shall be classed as overtime and all overtime shall be paid for at rate of time and one-half of the regular rate of wages, on a regularly scheduled working day.

- 17.02 a) All time worked in excess of a regular work day or work week, as defined in Article 15.01 (a), (b), (c) and (d), for all part-time employees shall be paid at the rate of time and one-half of the regular rate of pay.
- b) Part-time employees shall not be used in the event of scheduled overtime until all eligible full-time employees have first been offered the overtime opportunity.
- c) Unscheduled call-ins will be offered to according to the terms of 17.06.
- d) When overtime is anticipated to be two hours or less to complete a specific task at the end of the workday, that overtime may be offered to the employee who is engaged in completing the task at hand.

### 17.03 Overtime on Days Off

All time worked on regularly scheduled days off shall be paid at the rate of double time. The time period of "regularly scheduled days off", for purposes of this clause, shall be from the time in which the prior shift ends until the next regularly scheduled shift begins.

**For clarification, if an employee has an approved vacation day, banked over time and/or sick time on a regular day of the work week and is called in after their regular scheduled shift prior to the vacation day, banked over time and/or sick time, the call will be paid at the rate of time and a half.**

### 17.04 Banked Overtime

Employees may accept time off at the rate of one and a half (1.5) hours per hour worked on regularly scheduled work days and at the rate of two (2) hours per one hour of overtime on regularly scheduled days off. Such time off in lieu (banked overtime) **must be requested and pre-approved by a manager at least twenty-four (24) hours in advance to be taken at a mutually agreed time. For clarity, lieu time may not be substituted for sick time. Lieu (banked overtime) shall be limited to eighty (80) hour capped maximum in any one year. Employees may carry over a maximum of forty (40) hours from year to year and any hours over the forty (40) hours will be paid out at the rate of pay when taken, by December 1<sup>st</sup> of each year.**

17.05 No Layoff In Lieu of Overtime

Employees shall not be required to be laid off during regular working hours to equalize any overtime work.

17.06 Distribution of Overtime

- a) When the Employer requires that employee(s), with the exception of those identified in 17.06 (b) below, work overtime, the overtime shall be equitably offered first to full-time employees within the same classification within a division or to full-time employee(s) within the same division where the responsibilities listed in their job description are the full requirements of the overtime responsibilities/shift. Should there be no full-time employees within the same classification within the division available and/or willing to work the overtime, the overtime shall be equitably offered to any full-time employee who requires no additional training to perform the work, within the same division.
- b) Where the Employer requires that employee(s) working in the Parks and Facilities Division work overtime, the overtime shall be equitably offered first to full-time employees within the same classification, or to full-time employee(s) within the Parks and Facilities Division where the responsibilities listed in their job description, are the full requirements of the overtime responsibilities/shift. Should there be no full-time employee(s) within the classification available and/or willing to work the overtime, the hours shall be equitably offered to part-time employees within the same classification. Should there be no full or part-time employees within the same classification within the division available and/or willing to work the overtime, the overtime shall be equitably offered to any full-time employee who requires no additional training to perform the work, within the same division.

17.07 Part-time employees for Overtime

Part-time employees shall not be used in the event of unscheduled overtime if full-time employees on duty are available to complete the overtime.

17.08 Voluntary Overtime

Overtime work shall be on a voluntary basis, and the Employer will endeavour to keep the overtime to a minimum.

17.09 Call In

Employees who are called in and required to work outside their regular working hours shall be paid for a minimum of four (4) hours at the overtime rate.

17.10 Overtime on Holidays

Employees scheduled to work on a holiday shall be paid at double time (2X) for all hours worked plus a day off in lieu of the holiday. Such day(s) in lieu shall be taken at a time mutually agreeable to the Employer and the employees.

On a holiday when employees were not scheduled to work, all time worked shall be paid at the rate of double time plus holiday pay.

17.11 The overtime list will be updated and posted once every week.

**17.12 Employees that have been absent for a period of eight (8) consecutive weeks or greater due to an approved leave of absence will be assigned hours based on the average overtime hours of the classification at the time they returned or started in the position.**

**ARTICLE 18 - HOLIDAYS**

18.01 a) Paid Holidays

The Employer recognizes the following as paid holidays:

- |   |                      |
|---|----------------------|
| New Year's Day  | Labour Day           |
| <b>Family Day</b>   | Thanksgiving Day     |
| Good Friday   | Day Before Christmas |
| Easter Monday   | Christmas            |
| Victoria Day  | Boxing Day           |
| Canada Day  | Day before New Year  |
| Civic Holiday   |                      |
| Two Float Holidays (at employees' choice subject to staffing requirements.) |                      |

**In 2024 only, employees will be granted one (1) additional float day holiday (at employees' choice subject to staffing requirements). Float day cannot be carried forward.**

- b) All employees other than full-time shall receive pay for the above noted holidays on a pro-rata basis, based on their hours of work in the previous four weeks as compared to full-time employees in the same classification.
- c) For part-time employees, unused float holidays shall be paid out on the first pay day of the following year.
- d) In order to qualify for Holiday Pay, an employee must work or be on a paid, approved leave of absence on the scheduled shift immediately preceding and the shift immediately following the Paid Holiday.

- e) **An employee who is absent from work due to illness on their shift immediately preceding or their shift following the paid holiday and provides a doctor's note dated within two (2) days of the date of absence, the employee shall be entitled to receive holiday pay.**

18.02 Christmas Shutdown

During the period between Christmas and New Year's, there shall be an unpaid "shut down" during which the employees may be called in as required, on a non-mandatory, "on call" basis. Employees may take this period of time without pay or they may use vacation or lieu time should they have any entitlement remaining. Should the employees come in to work they shall be paid at their regular rate of pay for the hours worked and any paid leave taken shall be reimbursed. Any hours worked outside the regular start and finish times as stipulated in Article 15 (hours of work) will be paid at the applicable overtime rate, save and except Community Service.

18.03 Designated Holidays

When any of the above noted holidays fall on Saturday or Sunday and are not proclaimed as being observed on some other day, the following Monday (and Tuesday as the case may be) shall be deemed to be holidays for the purpose of this Agreement.

18.04 Holidays on Days Off

When any of the above noted holidays fall on an employee's scheduled day off, the employee shall receive another day off with pay at a time mutually agreed upon between the Employer and the employee.

## **ARTICLE 19 - VACATION WITH PAY**

19.01 Vacation Entitlement with Pay

1. For the purpose of vacation pay calculation, the calendar year in which an employee is first hired within the bargaining unit shall be considered the first calendar year of employment.
2. In the last pay period of the first calendar year of employment, the employee shall be paid vacation pay equivalent to 4% of regular time earnings.
3. In the second, third and fourth calendar years of employment, the employee shall be entitled to 10 days vacation with pay, to be earned at the rate of 1 day per month worked, and to be taken at any time during the year.

4. In the fifth through eight calendar years of employment, the employee shall be entitled to 15 days vacation with pay, to be earned at the rate of 1.5 days per month worked, and to be taken at any time during the year.
5. In the ninth through fifteenth calendar years of employment, the employee shall be entitled to 20 days vacation with pay, to be earned at the rate of 2 days per month worked, and to be taken at any time during the year.
6. In the sixteenth through twentieth calendar years of employment, the employee shall be entitled to 25 days vacation with pay, to be earned at the rate of 2.5 days per month worked, and to be taken at any time during the year.
7. In the first ten calendar years following the twentieth calendar year, one additional day's vacation with pay shall be allowed up to a maximum of thirty-five days in the thirtieth calendar year.
8. Vacation shall be earned for any month for which any employee works at least five days.
9. For purposes of vacation while on WSIB an employee's vacation shall not be affected for the first twelve (12) months of absence, after which period relevant provincial legislation will prevail.
10. Vacation taken shall be counted as days worked for purposes of this Article.

#### 19.02 Vacation Part-Time , Seasonal and Casual

All part-time, seasonal and casual employees **with less than five (5) years of employment with the Town** shall receive 4% of their regular earnings in addition to their weekly pay in lieu of paid vacation. **part-time, seasonal and casual employees with more than five (5) years of employment with the Town shall receive 6% of their regular earnings in addition to their weekly pay in lieu of paid vacation.** The Employee may request that the employer hold all vacation pay to commence the first pay of the year. Once per year the employee may request the accumulated vacation pay be paid out to date all remaining vacation pay for the year paid out on the last pay of the year. Any unpaid vacation request shall not be unreasonably denied.

#### 19.03 Vacation Day Defined

For the purpose of calculating vacation entitlement, "day" means a normal work day, as per Article 15.01.

#### 19.04 Vacation Scheduling

- a) Time for all vacations shall be of the employee's choice if practicable and approved by the Division Manager and shall be approved to be taken at any time during the calendar year subject to operational requirements.
- b) In the event of conflict in vacation times, the employee with the greatest seniority shall be given preference.
- c) Vacation requests will be submitted no later than March 31<sup>st</sup> of each year and then the request shall be approved based on seniority by no later than April 7<sup>th</sup> and posted. Thereafter, vacation requests shall be granted on a first-come, first-served basis.

Note: A year consists of April 1<sup>st</sup> to March 31<sup>st</sup>.

- d) Vacation shall commence immediately following an employee's regularly scheduled days off.
- e) Vacations once approved shall not be changed unless mutually agreed by the employee and the Employer.

#### 19.05 Unbroken Vacation Period

An employee shall be entitled to receive up to three (3) weeks of their vacation (exclusive of statutory holidays) in an unbroken period unless otherwise mutually agreed upon between the employees and the Employer.

#### 19.06 Holidays During Vacation

If a paid holiday falls or is observed during an employee's vacation period, he/she shall be granted an additional day's vacation for each holiday in addition to their regular vacation time.

#### 19.07 Illness During Vacation

Sick leave may be substituted for vacation where it can be established by the employee that an illness or accident occurred while on vacation. The Employer reserves the right to require a "Medical Certificate" from a qualified Medical Physician to establish an illness or accident occurred while the employee was on vacation.

#### 19.08 Vacation Carryover

Any employee shall be allowed to defer five (5) vacation days to the following year.

19.09 Vacation Pay on Termination

Employees who terminate their employment in the vacation year before all of their pro-rated vacation has been taken shall be entitled to a proportionate payment of salary or wages in lieu of such outstanding vacation time. Alternatively, employees whose employment is terminated and have taken more paid vacation than they have earned in accordance with the schedule in 19.01 shall have the proportionate amount of salary or wages deducted from their final pays.

**19.10 New Employees with previous full time union experience from another municipality will have that service recognized by the Employer and credited towards vacation entitlement only, up to a maximum of five (5) years. Current employees hired in 2022 or 2023 with previous union experience from another municipality who have not previously had such experience credited towards their vacation entitlement will be eligible for a redetermination of their vacation entitlement.**

**ARTICLE 20 - SICK LEAVE**

20.01 For absence due to illness, or injury not covered by the Workplace Safety and Insurance Board Act, an employee will be allowed their normal wages as follows:

- a) A total of eighteen (18) days per annum shall be credited to each regular full-time employee on December 1 of each year and shall be earned by the employee on the basis of one and one-half (1½) days per month.
- b) Part-time employees shall be entitled to sick time at a rate of 65% of their full-time counter-part entitlement on December 1 of each year.
- c) Employees shall accrue all unused portion of sick leave for their future benefit up to a maximum of 65 working days.
- d) Part-time employees, as per Article 15.01(a), shall accrue all unused portion of sick leave for their future benefit up to a maximum of 455 hours. Part-time employees, as per Article 15.01(b), (c) & (d), shall accrue unused portion of sick leave up to a maximum of 520 hours.
- e) Where employees do not use the sick days credited to them in any given year, and where employees have attained the maximum accrual as per c) & d) above, **sixty percent (60%)** of the days so credited and not used shall be paid to such employees in the first pay period in December of each year at the straight time rate of pay then in effect. **Sixty percent (60%) payout is on a move forward basis starting in 2024 and not retroactive to previous years.**
  - i) When employees having more than five (5) years service ceases to be employed by the Municipality or when employees having less than five (5) years of service dies, there shall be paid to them or their personal

representative, as the case may be, or failing a personal representative to such other person as Council may determine, **sixty percent (60%) of accrued sick time earned on and after January 1, 2024 and fifty percent (50%) of accrued sick time earned on and before December 31, 2023.** of all the accrued sick time. Alternately, employees whose employment is terminated and have taken more paid sick time than they have earned in accordance with the schedule in 20.01 (a) shall have the proportionate amount of salary or wages deducted from their final pays.

- f) When a sick day is used by an employee, a deduction shall be made first from the annual sick leave allocation for the current year and then from the accrued “bank”.
- g) Employees may be required to produce a certificate from a qualified medical practitioner for any illness in excess of three (3) working days, certifying that they were unable to carry out their duties due to illness.
- h) **Should an employee during a sick time entitlement year, being December 1 to November 30 of each year, exhaust their sick time entitlement set out in Article 20.02 a) or Article 20.01 b) of this Agreement such employee will be required to provide medical documentation to the satisfaction of the Town for all further absences during the remainder of the sick time entitlement year.**
- i) Sick leave shall not be earned for any month in which an employee did not work at least five (5) regularly scheduled working days. Approved vacation, union business and bereavement leave shall be considered days worked.
- j) Sick leave without pay shall be granted to an employee who does not qualify for sick leave with pay or who is unable to return to work at the termination of the period for which sick leave with pay is granted.
- k) A record of all unused sick leave shall be kept by the employer. Immediately after the close of each calendar year, each employee may review the records of the employer and verify that the accumulated sick leave is correct. An employee is to be advised, on application, of the amount of sick leave accrued to his/her credit.

**20.02 Medical or Dental Appointments:**

An employee will make every effort to schedule medical or dental appointments outside of work time. An employee will be allowed to take sick time if dental or medical appointments can only be made during work time. Only time for the appointment will be used.

**20.03 Family Sick Leave:**

Employees are permitted to use up to five (5) days of accumulated sick leave per calendar year, to attend to family illness.

For the purpose of this Article, Family is defined as:

- Spouse (includes both married and unmarried couples, of the same or opposite genders);
- Parent, step-parent, foster parent, child, step-child, foster child, grandparent, step-grandparent, grandchild, step-grandchild of the employee or the employee's spouse;
- Brother or sister of the employee;
- Relative of the employee who is dependent on the employee for care or assistance.

Under exceptional circumstances family leave for other relations not listed above may be granted in consultation with the Division Manager.

Family sick leave is administered as sick leave and will be deducted from sick leave entitlements.

## ARTICLE 21 - LEAVES OF ABSENCE

### 21.01 Bereavement Leave

- a) A full-time employee shall be granted seven (7) working days of paid leave time in the event of the death of an employee's parent, spouse, child and child who is brought up in the house.

A part-time employee shall be granted seven (7) consecutive calendar days in the event of the death of an employee's parent, spouse, child and child who is brought up in the house.

- b) A full time employee shall be granted **five (5)** working days of paid leave time in the event of the death of a parents-in-law, son-/daughter-in-law, brother, sister, brother-/sister-in-law, grandparents, grandparents-in-law and grandchildren, step-parent.

A part-time employee shall be granted **five (5)** consecutive calendar days off in the event of the death of parents-in-law, son/daughter-in-law, brother, sister, brother/sister-in-law, grandparents, grandparents-in-law and grandchildren, step-parent.

- c) Notwithstanding a) and b) above, employees shall be granted flexibility to distribute their bereavement leave entitlement over two (2) occasions, not exceeding the days specified, in order to accommodate a diversity of burial practices. Such distribution will be within **six (6)** months of the death. **Any exceptions to this must be approved in writing by the CAO.**

- d) An employee shall be granted one (1) day of paid leave time in the event of the death of **an aunt/uncle, cousin**, a member of the staff, a close friend of an employee, and when acting as a pallbearer.

- e) Additional time may be granted upon agreement with the Department Head **(Director)** in consideration of circumstances and location.
- f) Only that portion of time that the part-time employee was scheduled to work will be paid.
- g) **Employees requesting paid bereavement leave will be required to provide documentation of attendance at a funeral or visitation in way of a letter from the funeral home or a memorial/prayer card from the funeral or visitation.**

#### 21.02 Legal Leave

The Employer shall grant leave of absence without loss of seniority to employees who serves as juror, witness in court or are subpoenaed resulting from the performance of their duties. The Employer shall pay such employees the difference between their normal earnings and the payment received for jury service or court witnesses, excluding payment for travelling, meals or other expenses. The employee will present proof of service and the amount of pay received.

#### 21.04 Work-Related Leaves

Leave of absence with pay will be granted to employees who are authorized by the employer to attend functions connected with their work. For the purpose of the sub-paragraph, the term "leave of absence with pay" shall not be deemed to include overtime pay.

#### 21.05 Union Leave of Absence

- a) When a member or members of the Union have been elected or appointed to represent the Union at a convention or conference, they shall be allowed leave of absence without loss of pay, benefits or seniority when applied for and on permission of the Employer, which permission shall not be unreasonably withheld.
- b) Acknowledging the responsibility of the Employer to maintain a qualified work force in each sector or department, Union Leave of Absence without loss of pay, benefits or seniority may be granted to a maximum of three (3) employees to attend other union business at any one time and a maximum of thirty (30) working days aggregate in a calendar year.
- c) Request(s) for such leave(s) shall be in writing to Human Resources, or designate, at least **five (5) days** prior to the requested leave. Employees on Union Leave of Absence shall continue to receive their full pay, benefits and seniority during such leave and the Employer will invoice the Union for the wages and benefits of the employee(s) incurred as a result of the leave.

## 21.06 Pregnancy, Parental and Adoption Leave

- a) An employee who is pregnant and who has been employed for at least thirteen (13) weeks immediately preceding the estimated date of her delivery, shall be entitled to an unpaid pregnancy leave of up to seventeen (17) weeks in duration.
- b) An employee who has been employed for at least thirteen (13) weeks is eligible for unpaid parental leave, whether they become a parent through the birth of their child, through adoption, or if they are in, or enter into, a relationship of some permanence with a parent of a child, and they intend to treat the child as their own. Such leave must commence within seventy-eight (78) weeks of the day the child was born, or comes into custody, care and control of the employee for the first time.
- c) Where an employee has given written notice to begin either a pregnancy or parental leave, that notice may be changed to an earlier or later date by the giving of at least two (2) weeks' notice.

Where notice to end a leave has been given, that notice may be changed to either an earlier or later date if the employee gives at least four (4) weeks' notice.

- d) Employees will be enrolled and/or continue to be enrolled in the benefit plans as per Article 23 of the Collective Agreement, unless the employee gives the Employer written notice that the employee does not intend to pay the employee's contribution, if any, to such premium based benefit plans. The Employer will continue to contribute its share of any premiums for such benefits while the employee continues absence on pregnancy or parental leave, unless the employee gives written notice that they do not intend to pay their contribution, if any.

Employees who choose to pay their portion, if any, of the premium for such premium based benefits may make such arrangements with the Employer as are mutually satisfactory, but failing such arrangements, it would be expected that the employee would make such payments by post-dated cheques.

Where an employee gives written notice that they do not wish to pay their portion of a premium, coverage will be discontinued, and enrolment upon return to work will be subject to the requirements of the carrier, the carrier has advised that provided the individual re-enrolls in their benefit coverage within thirty-one (31) days of the expiry of their pregnancy and/or parental leave no penalties will apply.

- e) An employee will continue to accumulate seniority during pregnancy leave and/or parental leave.
- f) Upon return to work, the employee shall be reinstated to the position the employee held at the time the leave commenced, if it still exists, or to a comparable position, if it does not, the reinstated employee shall be entitled to be paid the wages the

employee was earning at the time the leave commenced, or the wages the employee would be earning if the employee worked throughout the leave, whichever is greater.

21.07 Employment Standards Act (ESA) Leaves

Employees shall be entitled to the benefits as described in Article 23 for the duration of any leave applied for under the ESA, unless the employee gives the Employer written notice that the employee does not intend to pay the employee's contribution, if any, to such premium based benefit plans.

**ARTICLE 22 - PAYMENT OF WAGES AND ALLOWANCES**

22.01 The Employer shall pay salaries and wages weekly in accordance with Schedule "A **(with the exception of those listed in article 22.02)** attached hereto and forming part of this Agreement. The pay week is Sunday to Saturday. Wages shall be paid by Direct Deposit to a banking institution of the employee's choice. On each pay day, all employees shall be provided with an itemized statement of their wages and deductions.

**22.02 Employees hired in the classification of Water Distribution Operator, Mechanic or Public Works Operator will be paid in accordance with Schedule "B" attached hereto and forming part of this Agreement. The pay week is Sunday to Saturday. Wages shall be paid by Direct Deposit to a banking institution of the employee's choice. On each pay day, all employees shall be provided with an itemized statement of their wages and deductions.**

22.03 The principal of equal pay for equal work shall apply regardless of sex.

22.04 Part-Time Employees

- a) Part-time employees shall receive the wage rate per Schedule "A".
- b) For purposes of movement of part-time employees through the wage scale, each three (3) month period (90 days) required in Schedule "A" shall be interpreted to mean 520 hours for Public Works, Water, Community Services and 455 hours worked for Office Staff.

22.05 Seasonal, casual or part-time employees who post into regular full-time positions shall start at the intermediate increment step, that being the increment step that generates a wage increase provided the employee has worked the minimum number of days required for that increment.

22.06 Staff Development

- a) The Employer agrees to pay for all membership fees to outside Organizations on behalf of members of the bargaining unit where the membership is required as a

condition of employment. The Employer agrees to pay for Water Employees to maintain their Collection and Distribution Class tickets and for Community Services to maintain their Refrigeration tickets.

- b) The Employer agrees to pay for training courses where such courses are required as a condition of employment. The Employer shall reimburse the cost for employees to take Collection and Distribution Class and Refrigeration Class examinations.
- c) The Employer shall reimburse tuition incurred as a result of enrollment and successful completion in programs or courses on job related instruction, training or education subject to the approval of the C.A.O.
- d) The Employer shall ensure that all Public Works employees are given the opportunity to be trained on all Public Works equipment, as time and staffing permit.
- e) AZ or DZ License

The Employer agrees to reimburse any employee who is required to hold an AZ or DZ **and Restricted A** license the costs associated with renewing said license, those costs being: licensing, medical, paid time off for mandatory medical exams or testing during regular working hours. Time off must be approved at least one (1) week prior to attending any appointment required to renew the license.

#### 22.07 Pay During Transfers

When employees temporarily substitute in, or perform the majority duties of a higher paying position, including a pregnancy/parental leave for that position, they shall receive the rate for the job in hourly increments. When employees are assigned to a position paying a lower rate, their rate shall not be reduced, except in the case of the bumping procedure in which case the lower rate would apply immediately.

#### 22.08 Meal Allowance

Employees required to work four (4) hours or more of overtime prior to or immediately following any standard length in any day shall be provided with a meal allowance up to **seventeen dollars and fifty cents (\$17.50)** by the Employer upon presentation of a receipt signed by the employee.

#### 22.09 Mileage Allowance

Employees supplying their own transportation to jobs or meetings when requested to do so by the Employer shall be paid mileage at the rate established by the annual municipal budget.

## 22.10 Telephone Allowance

The Employer shall pay or provide for the communication service (including cellular phones) of employees required by the Employer to use such service.

## 22.11 Standby

### a) Standby Allowance

- i) An employee on standby shall be paid \$50.00 per day or any part thereof.
- ii) When the employee on standby duty is required to respond to a call, they shall be compensated per Article 17.09 (Call In) in addition to the compensation mentioned above.

### b) Standby List

Employees within a Department will place their name on the Standby List. Where it is determined that a union member is required for Standby Duty, standby duty will be assigned in order of seniority on a rotating basis from among those names.

- c) If the Standby person determines that personnel is required to address a call, the call-in procedure shall be followed.
- d) Employees who are scheduled for standby duty will be provided pager and cell phone.
- e) Operator in Charge covering for the Overall Responsible Operator shall be paid fifty dollars (\$50.00) per day or any part thereof.

## 22.12 Shift Differential

A shift differential of three (3) per cent of the regular hourly rate, rounded to nearest cent will be paid to regular full-time and part-time employees for the full shift when the majority of the hours worked in a shift fall between the hours of 6:00pm and 6:00am. An additional weekend premium of twenty-five (25) cents per hour will be paid Saturday and fifty (50) cents per hour will be paid Sunday. Seasonal employees are not eligible for the weekend premium. Any employee being paid overtime or holiday premium is not eligible for shift or weekend premiums.

## **ARTICLE 23 - PENSION AND HEALTH AND WELFARE BENEFITS**

23.01 The Employer agrees to participate in the Ontario Municipal Employees Retirement System (OMERS) Pension Plan in accordance with applicable legislation, with the Employer and the

employees contributing equally. All information available from the Ontario Municipal Employees Retirement System Pension to the Employer will be made available to the Union.

23.02 The Employer will provide a group life insurance plan for all employees excluding seasonal and casual employees covered by this Agreement in the amount of two (2) times annual salary. In the case of the part-time employees, "annual salary" shall be defined as their wage times the applicable hours as per Article 15.01 (e).

23.03 The Employer shall pay the total premium of the following plans for all full-time employees who have attained seniority pursuant to this Contract.

(1) Effective May 1, 2003, Extended Health Plan, no deductible, 100% reimbursement, unlimited overall maximum:

- semi-private or private room accommodation
- hearing aids, \$500 every 5 years
- vision: **\$500** every 2 years including laser eye treatment **plus one hundred and twenty dollars (\$120.00)** toward the cost of an eye exam every 24 months for each member of the family.
- deluxe travel (**out of country**) **\$5,000,000 for emergency services**
- drugs (prescribed/prescription) – mandatory generic (unless name brand medically required) **and biosimilar switching** and no over-the-counter drugs ; **a ten dollar (\$10.00) dispensing fee cap per prescription.**
- Professional services as follows:
  - Podiatrist/Chiropracist, Osteopath – up to a maximum, of \$300 per practitioner per calendar year.
  - Massage Therapist, Chiropractic, Physiotherapist, Psychologist, Naturopath, Speech Therapist, Dietician – up to a maximum of **\$650** per practitioner per calendar year.
  - Naturopath, Speech Therapist, Dietician - up to a maximum of \$500 per practitioner per calendar year.

(2) Dental Plan, 100% reimbursement, every current year ODA Fee Schedule, unlimited overall maximum. The following have 50% reimbursement:

- dentures and major adjustments,
- major restorative services, fifteen hundred dollars (\$1,500)/year maximum
- prosthodontic services
- orthodontic services, two thousand dollars (\$2,000) lifetime maximum,
- laboratory charges related to the above.

(3) Long Term Disability Plan, 70% of monthly income to four thousand dollars (\$4,000)/month maximum.

23.04 All employees, employed by the employer that are entitled to benefits under the collective Agreement will continue benefit coverage as long as they are employed by the Employer.

- 23.05 In the case of absence for illness the Employer's contribution toward any benefits contained in Article 23 will be paid for the entire period of illness or until the exhaustion of sick leave credits, whichever comes first. Thereafter the employee may pay the full premiums through the Employer if he/she so desires.
- 23.06 The Employer agrees to pay, while in receipt of compensation paid under the WSIB Act, the difference between an employee's normal net earnings and the sum awarded by the WSIB for a maximum period of one (1) year.
- 23.07 An employee who is on Long Term Disability shall receive the benefits as outlined in Article 23.03 for the first two (2) years of absence, following this time they shall be entitled to the benefits as outlined in Article 23.10.
- 23.08 An employee who is on WSIB shall receive the benefits as outlined in Article 23.03 for the first two (2) years of absence, following this time they shall be entitled to the benefits as outlined in Article 23.10.
- 23.09 The Employer will provide group life insurance in the amount of twenty-five hundred dollars (\$2,500.00) for all employees covered by this Agreement who retired between July 31st, 1979 and April 30, 1989 and five thousand dollars (\$5,000.00) for all employees covered by this Agreement who retire after April 30, 1989 unless the employee is eligible for enhanced retiree benefits under Article 23.10. The Employer shall pay the total premium thereof.
- 23.10 Any full time employee who retires from the Town of Essex on unreduced OMERS pension and has been employed with the municipality for fifteen (15) years or who qualifies for this coverage under Article 23.06, or 23.07, or 23.08 shall be entitled to the following benefits until age 70:
- (a) Life Insurance - \$20,000
  - (b) Drugs – mandatory generic (unless name brand medically required) and **biosimilar switching**, no over the counter  
no Pay Direct  
no deductible  
80% co-insurance  
\$50,000 lifetime maximum
  - (c) Dental - basic only  
no deductible  
80% co-insurance  
\$1,500 annual maximum  
no Major Restorative  
no orthodontic

- (d) Vision - \$500 every 2 years including laser eye treatment plus **one hundred and twenty** dollars (\$120.00) toward the cost of an eye exam every 24 months for each member of the family.
- (e) Out-of-Country-Coverage - **\$5,000,000 for emergency services**

Any employee who retires on reduced OMERS pension, but otherwise qualifies, shall be entitled to the above benefits for ten years from date of retirement or until age 70, whichever comes first.

#### 23.11 Benefits (Part-time)

Part-time employees shall receive, and the employer shall pay for, all health and welfare benefits provided in the collective agreement. However, the employer shall pay extended health, hospital and dental premiums at a rate of 65% of the cost of these benefits with the remaining 35% being deducted from the employee's pay. Where provision of the benefit required a payment by the employee, he/she may opt to accept or forego the benefit as follows:

Health and Dental Package - The employee may choose not to accept this benefit.

OMERS Pension Plan - The employee may choose to enroll or not in accordance with OMERS regulations for OTCFT (Other than continuous full-time) employees.

#### 23.12 Survivor Benefits

In the event of the death of an employee receiving benefits under Article 23.03, 23.06, 23.07, 23.08 and 23.11 or a retiree receiving benefits under Article 23.10, the employer shall continue to pay the premium for health, dental and vision benefits for survivors who were enrolled on the employee's record as of the date of death for a period of two years or until the date that would have been the employee's 70<sup>th</sup> birthday, whichever occurs first.

### **ARTICLE 24 – SAFETY**

- 24.01 The Employer shall observe all reasonable precautions for the safety of its employees and shall supply such safety equipment as is necessary.
- 24.02 The Employer agrees to adequately heat and ventilate the workplace for all employees.

### **ARTICLE 25 – SUPPLEMENTARY AGREEMENTS**

- 25.01 Supplementary written agreements, if any, shall form part of this Agreement and are subject to the grievance and arbitration procedure.

**ARTICLE 26 – CLOTHING ALLOWANCE**

26.01 Employees shall be entitled to the clothing outlined in the chart below, with the following provisions;

- a) Boots – two (2) paid (winter and summer) to total a maximum value of six hundred dollars (\$600).
- b) Boots – Casual Employees will receive a maximum total of \$100 towards the costs of safety boots, per collective agreement (upon receipt)
- c) All clothing provided will be on an as needed basis. Replacements will be provided on surrender of worn out articles, within a timely fashion.
- d) Town issued clothing must be worn at all times while on duty.

Position	Insulated Heavy Jacket	Insulated Bib Overalls	Fleece	Light Jacket	Pants (All Season)	Winter Shirt	Summer Shift	Boots	Hat (winter and bb)
Inside Staff	0	0	0	0	0	As requested	As requested	0	0
FT Operator	1	1	0	1	6	5	5	2	1
PT Operator	1	0	0	1	4	3	3	1	1
Casual	0	0	0	1	0	1	1	See Above	0
PW Operator	1	1	0	1	6	5	5	2	1
Water Operator	1	1	0	1	6	5	5	2	1
PW Mechanic	1	1	0	1	5W/5S	5	5	2	1
FT Landscape Tech	1	1	0	1	6	5	5	2	1
<b>FT Landscape Operator</b>	<b>1</b>	<b>1</b>	<b>0</b>	<b>1</b>	<b>6</b>	<b>5</b>	<b>5</b>	<b>2</b>	<b>1</b>
FT Building Facility Tech	1	1	0	1	6	5	5	2	1
By-Law/PS Officer	1	0	0	1	5	5	5	2	1
<b>PT By-Law/PS Officer</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>1</b>	<b>1</b>

**FURTHER:**

No reasonable request for additional clothing required due to damages received during working hours shall be denied. However, the Department Head shall determine in all cases, the requirements for replacing of uniforms.

## 26.02 Tools and Equipment

The Employer shall, at no cost to the employees, supply all tools and equipment required by the employees in the performance of their duties. Replacements will be made by producing the worn or broken tool.

## **ARTICLE 27 - GENERAL CONDITIONS**

### 27.01 Bulletin Boards

The Employer shall provide bulletin boards that shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employee.

## **ARTICLE 28 – PICKET LINES**

28.01 Failure to cross a labour-related picket line by members of this Union shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action. When faced with a picket line, all employees are expected to notify their Supervisor for further direction.

## **ARTICLE 29 – MERGERS/AMALGAMATIONS**

**29.01 In the event the Corporation merges or amalgamates with any other body, the Corporation commits its best efforts to try to ensure that:**

- i) Unionized employees shall be credited with all seniority rights with the new employer.**
- ii) All service credits relating to vacation with pay, sick leave credits, pensionable service and other benefits shall be recognized by the new employer.**
- iii) All work and services now performed by members of the Canadian Union of Public Employees shall continue to be performed by CUPE members with the new employer.**
- iv) Conditions of employment and wage rates for the new employer shall be equal to the best provisions in effect with the merging employers.**
- v) No employee shall suffer a loss of employment as a result of merger.**
- vi) Preference in location of employment with the merged municipality shall be on the basis of seniority.**

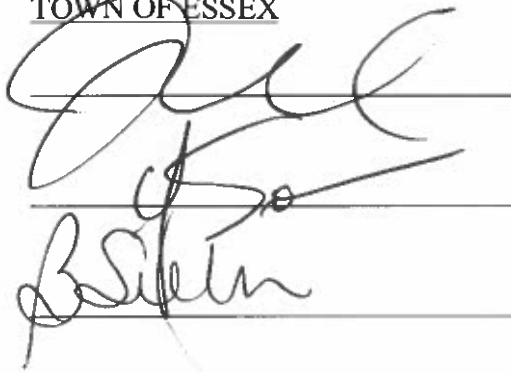
**ARTICLE 30 - TERM OF AGREEMENT**

**30.01 Term of Agreement**

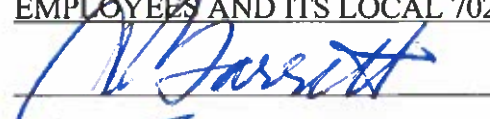


This Agreement shall be binding and remain in effect from January 1<sup>st</sup>, 2024 to December 31<sup>st</sup>, 2027 and shall continue from year to year thereafter unless either party to this Agreement within the period of ninety (90) days before the Agreement ceases to operate gives notice in writing to the other party of its desire to bargain with a view to the renewal, with or without modification, of the Agreement then in operation or to the making of a new Agreement.

DULY EXECUTED BY THE PARTIES HERETO THIS 6 DAY OF Sept., 2024.

THE CORPORATION OF THE  
TOWN OF ESSEX

  
\_\_\_\_\_  
\_\_\_\_\_

THE CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL 702.3

  
  
  
\_\_\_\_\_  
\_\_\_\_\_

## SCHEDULE "A"

### January 1st, 2024 – 5.00%

Pay Band	Probationary (days 1-90)	Intermediate (days 91-180)	Job Rate
1	\$16.55	\$18.27	\$20.78
2	\$17.34	\$20.07	\$22.82
3	\$18.76	\$21.74	\$24.73
4	\$20.11	\$23.30	\$26.48
5	\$21.39	\$24.76	\$28.16
6	\$22.56	\$26.17	\$29.74
7	\$23.70	\$27.46	\$31.21
8	\$24.77	\$28.71	\$32.64
9	\$25.86	\$29.96	\$34.05
10	\$26.88	\$31.16	\$35.43
11	\$27.89	\$32.30	\$36.75
12	\$28.86	\$33.44	\$38.00
13	\$29.80	\$34.51	\$39.25
14	\$30.70	\$35.55	\$40.43
15	\$31.57	\$36.58	\$41.58

### January 1st, 2025 – 1.50%

Pay Band	Probationary (days 1-90)	Intermediate (days 91-180)	Job Rate
1	\$17.20	\$18.54	\$21.09
2	\$17.60	\$20.37	\$23.16
3	\$19.04	\$22.07	\$25.10
4	\$20.41	\$23.65	\$26.88
5	\$21.71	\$25.13	\$28.58
6	\$22.90	\$26.56	\$30.19
7	\$24.06	\$27.87	\$31.68
8	\$25.14	\$29.14	\$33.13
9	\$26.25	\$30.41	\$34.56
10	\$27.28	\$31.63	\$35.96
11	\$28.31	\$32.78	\$37.30
12	\$29.29	\$33.94	\$38.57
13	\$30.25	\$35.03	\$39.84
14	\$31.16	\$36.08	\$41.04
15	\$32.04	\$37.13	\$42.20

**July 1st, 2025 – 1.50%**

Pay Band	Probationary (days 1-90)	Intermediate (days 91-180)	Job Rate
1	\$17.20	\$18.82	\$21.41
2	\$17.86	\$20.68	\$23.51
3	\$19.33	\$22.40	\$25.48
4	\$20.72	\$24.00	\$27.28
5	\$22.04	\$25.51	\$29.01
6	\$23.24	\$26.96	\$30.64
7	\$24.42	\$28.29	\$32.15
8	\$25.52	\$29.58	\$33.63
9	\$26.64	\$30.87	\$35.08
10	\$27.69	\$32.10	\$36.50
11	\$28.73	\$33.28	\$37.86
12	\$29.73	\$34.45	\$39.15
13	\$30.70	\$35.55	\$40.44
14	\$31.63	\$36.62	\$41.65
15	\$32.52	\$37.69	\$42.84

**January 1st, 2026 – 1.50%**

Pay Band	Probationary (days 1-90)	Intermediate (days 91-180)	Job Rate
1	\$17.20	\$19.10	\$21.73
2	\$18.13	\$20.99	\$23.86
3	\$19.62	\$22.73	\$25.86
4	\$21.03	\$24.36	\$27.69
5	\$22.37	\$25.89	\$29.45
6	\$23.59	\$27.37	\$31.10
7	\$24.78	\$28.71	\$32.64
8	\$25.90	\$30.02	\$34.13
9	\$27.04	\$31.33	\$35.61
10	\$28.11	\$32.58	\$37.05
11	\$29.16	\$33.78	\$38.43
12	\$30.18	\$34.97	\$39.74
13	\$31.16	\$36.09	\$41.04
14	\$32.10	\$37.17	\$42.28
15	\$33.01	\$38.25	\$43.48

**July 1st, 2026 – 1.50%**

Pay Band	Probationary (days 1-90)	Intermediate (days 91-180)	Job Rate
1	\$17.20	\$19.39	\$22.06
2	\$18.40	\$21.30	\$24.22
3	\$19.91	\$23.07	\$26.25
4	\$21.34	\$24.73	\$28.10
5	\$22.70	\$26.28	\$29.89
6	\$23.94	\$27.78	\$31.56
7	\$25.15	\$29.15	\$33.13
8	\$26.29	\$30.47	\$34.64
9	\$27.45	\$31.80	\$36.14
10	\$28.53	\$33.07	\$37.60
11	\$29.60	\$34.28	\$39.01
12	\$30.63	\$35.49	\$40.33
13	\$31.63	\$36.63	\$41.66
14	\$32.58	\$37.73	\$42.91
15	\$33.51	\$38.82	\$44.13

**January 1st, 2027 – 1.50%**

Pay Band	Probationary (days 1-90)	Intermediate (days 91-180)	Job Rate
1	\$17.20	\$19.68	\$22.39
2	\$18.68	\$21.62	\$24.58
3	\$20.21	\$23.42	\$26.64
4	\$21.66	\$25.10	\$28.53
5	\$23.04	\$26.67	\$30.34
6	\$24.30	\$28.19	\$32.04
7	\$25.53	\$29.58	\$33.62
8	\$26.68	\$30.93	\$35.16
9	\$27.86	\$32.28	\$36.68
10	\$28.96	\$33.57	\$38.17
11	\$30.05	\$34.80	\$39.59
12	\$31.09	\$36.02	\$40.94
13	\$32.10	\$37.18	\$42.28
14	\$33.07	\$38.30	\$43.55
15	\$34.01	\$39.41	\$44.79

**July 1st, 2027 – 1.50%**

Pay Band	Probationary (days 1-90)	Intermediate (days 91-180)	Job Rate
1	\$17.20	\$19.98	\$22.72
2	\$18.96	\$21.95	\$24.95
3	\$20.51	\$23.77	\$27.04
4	\$21.99	\$25.48	\$28.95
5	\$23.39	\$27.07	\$30.79
6	\$24.67	\$28.62	\$32.52
7	\$25.91	\$30.03	\$34.13
8	\$27.08	\$31.39	\$35.69
9	\$28.28	\$32.76	\$37.23
10	\$29.39	\$34.07	\$38.74
11	\$30.50	\$35.32	\$40.18
12	\$31.56	\$36.56	\$41.55
13	\$32.58	\$37.73	\$42.92
14	\$33.57	\$38.87	\$44.21
15	\$34.52	\$40.00	\$45.47

**SCHEDULE "B"**

**January 1st, 2024 – 5.00%**

Pay Band	Probationary Rate	Full Job Rate
1	\$16.55	\$20.78
2	\$17.34	\$22.82
3	\$18.76	\$24.73
4	\$20.11	\$26.48
5	\$21.39	\$28.16
6	\$22.56	\$29.74
7	\$23.70	\$31.21
8	\$24.77	\$32.64
9	\$25.86	\$34.05
10	\$26.88	\$35.43
11	\$27.89	\$36.75
12	\$28.86	\$38.00
13	\$29.80	\$39.25
14	\$30.70	\$40.43
15	\$31.57	\$41.58

**January 1st, 2025 – 1.50%**

Pay Band	Probationary Rate	Full Job Rate
1	\$17.20	\$21.09
2	\$17.60	\$23.16
3	\$19.04	\$25.10
4	\$20.41	\$26.88
5	\$21.71	\$28.58
6	\$22.90	\$30.19
7	\$24.06	\$31.68
8	\$25.14	\$33.13
9	\$26.25	\$34.56
10	\$27.28	\$35.96
11	\$28.31	\$37.30
12	\$29.29	\$38.57
13	\$30.25	\$39.84
14	\$31.16	\$41.04
15	\$32.04	\$42.20

**July 1st, 2025 – 1.50%**

Pay Band	Probationary Rate	Full Job Rate
1	\$17.20	\$21.41
2	\$17.86	\$23.51
3	\$19.33	\$25.48
4	\$20.72	\$27.28
5	\$22.04	\$29.01
6	\$23.24	\$30.64
7	\$24.42	\$32.15
8	\$25.52	\$33.63
9	\$26.64	\$35.08
10	\$27.69	\$36.50
11	\$28.73	\$37.86
12	\$29.73	\$39.15
13	\$30.70	\$40.44
14	\$31.63	\$41.65
15	\$32.52	\$42.84

**January 1st, 2026 – 1.50%**

Pay Band	Probationary Rate	Full Job Rate
1	\$17.20	\$21.73
2	\$18.13	\$23.86
3	\$19.62	\$25.86
4	\$21.03	\$27.69
5	\$22.37	\$29.45
6	\$23.59	\$31.10
7	\$24.78	\$32.64
8	\$25.90	\$34.13
9	\$27.04	\$35.61
10	\$28.11	\$37.05
11	\$29.16	\$38.43
12	\$30.18	\$39.74
13	\$31.16	\$41.04
14	\$32.10	\$42.28
15	\$33.01	\$43.48

**July 1st, 2026 – 1.50%**

Pay Band	Probationary Rate	Full Job Rate
1	\$17.20	\$22.06
2	\$18.40	\$24.22
3	\$19.91	\$26.25
4	\$21.34	\$28.10
5	\$22.70	\$29.89
6	\$23.94	\$31.56
7	\$25.15	\$33.13
8	\$26.29	\$34.64
9	\$27.45	\$36.14
10	\$28.53	\$37.60
11	\$29.60	\$39.01
12	\$30.63	\$40.33
13	\$31.63	\$41.66
14	\$32.58	\$42.91
15	\$33.51	\$44.13

**January 1st, 2027 – 1.50%**

Pay Band	Probationary Rate	Full Job Rate
1	\$17.20	\$22.39
2	\$18.68	\$24.58
3	\$20.21	\$26.64
4	\$21.66	\$28.53
5	\$23.04	\$30.34
6	\$24.30	\$32.04
7	\$25.53	\$33.62
8	\$26.68	\$35.16
9	\$27.86	\$36.68
10	\$28.96	\$38.17
11	\$30.05	\$39.59
12	\$31.09	\$40.94
13	\$32.10	\$42.28
14	\$33.07	\$43.55
15	\$34.01	\$44.79

**July 1st, 2027 – 1.50%**

Pay Band	Probationary Rate	Full Job Rate
1	\$17.20	\$22.72
2	\$18.96	\$24.95
3	\$20.51	\$27.04
4	\$21.99	\$28.95
5	\$23.39	\$30.79
6	\$24.67	\$32.52
7	\$25.91	\$34.13
8	\$27.08	\$35.69
9	\$28.28	\$37.23
10	\$29.39	\$38.74
11	\$30.50	\$40.18
12	\$31.56	\$41.55
13	\$32.58	\$42.92
14	\$33.57	\$44.21
15	\$34.52	\$45.47

## SCHEDULE "C"

### CUPE Job Evaluation Ratings

CLASSIFICATION / INCUMBENT	Number of Incumbents	Point Total	Band
Accounting Clerk Corporate Services	1	317	9
Admin. Assistant (FT) Community Services	1	312	9
Admin. Assistant (PT) Community Services	0	280	8
Aquatics Coordinator Community Services	0	332	10
A/P A/R Coordinator Corporate Services	1	332	10
Building Clerk Development Services	1	326	10
Building/Fire Clerk (PT) Development Services	1	300	9
Building Technician Development Services	1	326	10
By-Law/Property Standards Officer Development Services	1	394	12
By-Law Property Standards Officer Development Services	2	394	12
Casual Community Services	10	121	1
Customer Service Representative Legal & Legislative Services	2	297	8
Customer Service Representative (PT) Community Services	1	248	6
Deck Supervisor Community Services	1	301	9
Recreation & Culture Clerk Community Services	1	276	8
Parks & Facilities Clerk Community Services	1	287	8
Program Coordinator (PT) Community Services	2	263	7
Facility Maintenance Technician Community Services	1	331	10
GIS Technician Corporate Services	1	428	14
Infrastructure Clerk (PT) Infrastructure Services	1	280	8
IT Specialist Corporate Services	1	346	10
Landscape Operator Community Services	1	306	9

Landscape Technician/Ground Community Services	1	374	11
Leader, Community Services Community Services	2	394	12
Leader, Public Works Infrastructure Services	1	407	13
Leader, Water Distribution Infrastructure Services	1	446	14
Legislative Services Clerk Legal & Legislative Services	1	313	9
Mechanic Infrastructure Services	1	404	13
Operator (FT) Community Services	4	315	9
Operator (Part-Time w/refrigeration) Community Services	9	292	8
Operator (Part-Time w/o refrigeration) Community Services	1	269	7
Operations/Drainage Clerk Infrastructure Services	1	313	10
Payroll/Benefits Coordinator Corporate Services	1	372	11
Planning Clerk Development Services	1	300	9
Public Works Operator Infrastructure Services	8	346	10
Senior Leader Infrastructure Services	0	440	14
Tax Clerk Corporate Services	2	313	9
Tax Coordinator Corporate Services	1	392	12
Water Billing Clerk Corporate Services	2	313	9
Water Billing Coordinator Corporate Services	1	366	11
Water Distribution - Rated Class 1 Ticket Infrastructure Services	0	320	9
Water Distribution - Rated Class 2 Ticket Infrastructure Services	4	380	12

Band	From	To		Band	From	To		Band	From	To
#1	100	124		#6	225	249		#11	350	374
#2	125	149		#7	250	274		#12	375	399
#3	150	174		#8	275	299		#13	400	424
#4	175	199		#9	300	324		#14	425	449
#5	200	224		#10	325	349		#15	450	474

**LETTER OF UNDERSTANDING**

**BETWEEN**

**THE TOWN OF ESSEX**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 702.3**

**Re: Legacy Employee**

The parties agree the following employee who is currently part-time and meets the requirements as per Article 23.10 shall be a **legacy employee** for retiree benefits;

Robert Mailloux

The parties agree to renew this letter of understanding while the above employee remains in the employ of the Employer.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

THE CORPORATION OF THE  
TOWN OF ESSEX

THE CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL 702.3

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