

COLLECTIVE AGREEMENT

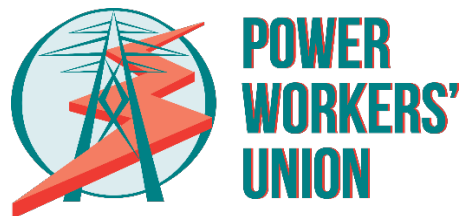
BETWEEN

**CORPORATION OF THE TOWN OF TILLSONBURG
(HEREINAFTER CALLED “THE TOWN”)**



AND

**POWER WORKERS' UNION
CUPE LOCAL 1000
(HEREINAFTER CALLED “THE UNION”)**



APRIL 1, 2021– MARCH 31, 2024

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PREAMBLE:

The parties agree that the Town must be efficient, profitable and competitive and develop relations based on mutual respect and ensure a healthy, safe and productive workplace. This will promote the viability and prosperity of the organization and quality services to our customers.

ARTICLE 1: RECOGNITION

1.01 The Town recognizes the Union as the sole and exclusive bargaining agent of all employees of Town of the Town of Tillsonburg who work within the hydro operations department, save and except for Utility Revenue Coordinators, Billing Support Clerks, Managers, persons above the rank of Manager, and students employed during the school vacation period. Students will not be used to displace employees.

ARTICLE 2: MANAGEMENT'S RIGHTS

2.01 The Union recognizes and acknowledges that the management of the Town's operation and the direction of the working forces are fixed exclusively in the Town and shall remain with the Employer except as specifically limited by the provisions of this Collective Agreement. For greater certainty and without restricting the generality of the foregoing, the Union acknowledges that the Town's exclusive right to manage and direct its operations and working forces includes but not limited to:

- (a) maintain standards, order, discipline and efficiency;
- (b) hire; assign; direct; schedule; promote; demote; classify; transfer; lay-off; recall; suspend, discharge or otherwise discipline employees for just cause;
- (c) determine the nature and kind of business conducted by the Town, the control of materials and goods, the methods and techniques of work, the schedules of work, number of personnel to be employed; make studies of and institute changes in jobs and job assignments; discontinue, reorganize, limit, combine, substitute any operation or part thereof;
- (d) make and enforce and alter from time to time rules, regulations, and policies and procedures to be observed by employees;
- (e) discipline or discharge a probationary employee for any reason satisfactory to the Town.

2.02 The Town's exercise of these exclusive rights in one manner or another, or the non-exercise of such rights, in no way circumscribes the exercise of such rights in future.

2.03 The Town agrees that these functions shall be executed in a manner consistent with the general purpose and intent of this Agreement and subject to the right of the Union to file a grievance as set forth herein.

ARTICLE 3: UNION SECURITY AND CHECK-OFF OF DUES

3.01 All employees covered by this Collective Agreement who are now members or become members of the Union shall as a condition of employment maintain such membership. Those employees within the unit as covered in clause 1.01 who are Union members will pay the regular monthly Union dues.

3.02 New employees covered by this Collective Agreement shall, as a condition of employment upon hire, become members of the Union.

- 3.03 The Town agrees, as required by section 47 of the Ontario *Labour Relations Act, 1995*, to deduct from the wages of each employee covered by this Agreement, a specified uniform amount equivalent to the regular monthly dues designated by the Union.
- 3.04 Such deductions shall be made from the wages owing to each employee in the bargaining unit on each pay.
- 3.05 The Union shall notify the Town in writing of any changes to the regular monthly dues and such notification shall be the Town's conclusive authority to make the deductions specified. Such changes shall be implemented in the second month following notification.
- 3.06 The Corporation will supply a current list of all bargaining unit members including their start date and job classification/occupation code as well as home contact information (address, phone number and email address (when available) electronically on a yearly basis, with member authorization to release requested information.
- 3.07 Amounts deducted hereunder shall be paid by cheque payable to the Union, and remitted by mail to the office specified by the Union in writing, on or before the sixteenth (16th) day of the month following the month in which the dues have been deducted.
- 3.08 The Union shall indemnify and save harmless the Town, including its agents, and employees, from any and all claims or actions, arising out of or in any way related to the deductions made in accordance with this Article.

ARTICLE 4: SENIORITY

- 4.01 Seniority shall be defined as the length of continuous service a regular employee has established with the Town in this bargaining unit, and shall accrue in all cases from the date the regular employee last entered the employ of the Town.
- 4.02 Temporary and probationary employees shall not accumulate seniority except that a regular employee shall be granted seniority for the period served as either a temporary and/or probationary employee in accordance with the provisions in Article 5.
- 4.03 An employee shall lose seniority and the employee's name shall be removed from the records and employment with the Corporation shall cease if the employee:
- (a) is discharged and not reinstated through the grievance procedure;
 - (b) is laid off for a period exceeding twelve (12) consecutive calendar months;
 - (c) has been laid off and fails to return within ten (10) working days after he has been notified to do so by the Corporation through registered mail addressed to the last address on record with the Corporation.
- Note: It is the employee's responsibility at all times to keep the Corporation and the Union informed of his correct home address and telephone number.
- (d) retires.
- 4.04 Management will compile a seniority list annually, in February of each year, and a copy will be forwarded to the Principal Steward as well as each employee.

- 4.05 Seniority will not increase during each lay-off and each leave of absence without pay of over one (1) month with the exception of statutory leaves under the Employment Standards Act, 2000.
- 4.06 (a) Regular full time employees promoted outside of the bargaining unit shall accumulate seniority for a period of twelve (12) months.
- (b) Employees returning to the bargaining unit after twelve (12) months shall retain their seniority previously accumulated in the bargaining unit.

ARTICLE 5: EMPLOYEE CATEGORIES

- 5.01 Temporary Employees are persons hired to work for periods of limited duration of up to six (6) months in positions and are not likely to become part of the Corporation's continuing organization. Temporary employees who are hired to replace employees on statutory leaves of absence will work for periods of up to eighteen (18) months. A six (6) month extension may be granted with the consent of the Principal Steward. Temporary employees shall not accumulate Corporation service, nor shall they be entitled to any of the rights or privileges accruing to regular employees unless otherwise indicated in a specific article, nor shall they have recourse to the grievance procedure.
- 5.02 Probationary Employees are persons hired on trial to determine their suitability for continuing employment in regular positions. An employee shall be considered probationary for up to six (6) calendar months. At the end of their probationary period, their date of hiring will be established as their date of commencement. During this probationary period they shall not be considered as having regular status and shall not be entitled to any of the rights and privileges accruing to regular employees unless otherwise indicated in a specific clause, nor shall they have recourse to the grievance procedure.
- On the date of hire with the Town coverage under the current Extended Health Care Plan or equivalent, and the current Dental Plan, or equivalent, will begin. The Corporation will pay one hundred percent (100%) of the premium cost of the plan. The Corporation will pay the premium cost of the Corporation's group life insurance plan, or its equivalent.
- On the date of hire with the Town the employee will be entitled to the recognized holidays as specified in Article 10.
- 5.03 Regular Employees are those who have successfully served a probationary period. In case a temporary employee is accepted for a regular position, the time served since the last hiring date will be considered part of the probationary period provided the temporary employee's experience has been in the same regular position the temporary employee has been hired to fill.
- 5.04 Co-op Students are persons hired to work for periods of limited duration of up to six (6) months in positions and are not likely to become part of the Corporation's continuing organization. Co-op Students shall not accumulate Corporation service, nor shall they be entitled to any of the rights or privileges accruing to regular employees unless otherwise indicated in a specific article, nor shall they have recourse to the grievance procedure.

ARTICLE 6: STRIKES AND LOCKOUTS

- 6.01 There shall be no strikes or lockouts as long as this Collective Agreement continues to operate.

ARTICLE 7: GRIEVANCE PROCEDURE

- 7.01 Any employee, who has been subjected to unfair treatment under the provisions of this Agreement, shall receive the right to seek redress according to Article 7, Grievance Procedure.

- 7.02 For purposes of this Collective Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement including any question as to whether a matter is abatable.

7.03 STEP 1

It is the mutual desire of the parties hereto that complaints of employees shall be addressed as quickly as possible. It is understood that an employee has no grievance until the employee or the employee and their Union representative, has to first given the immediate Management the opportunity of resolving the complaint. If an employee has a complaint, they shall, along with their Union Representative, if requested, discuss it with the immediate Manager within ten (10) days after the circumstances giving rise to the complaint have occurred or have or ought to have reasonably come to the attention of the employee. The Manager shall provide a response to the complaint within ten (10) days and, failing settlement, or failing a response, it may then be taken up as a grievance within ten (10) days following advice of the immediate manager's decision in the following manner and sequence:

STEP 2

Failing settlement above, within ten (10) days after the date of the decision in Step #1 is given or due, the Principal Steward or designate will submit a written grievance notice to the General Manager or designate. The General Manager or designate will discuss the matter with the Principal Steward or designate and deliver his/her decision in writing within ten (10) days following the presentation of the grievance.

STEP 3

Failing settlement above, within ten (10) days after the date of the decision in Step #2 is given or due, the Principal Steward and/or Union Staff Officer will submit a written grievance notice to the Chief Administrative Officer or designate. The Chief Administrative Officer or designate will discuss the matter with the Principal Steward and/or Union Staff Officer and deliver the decision in writing within ten (10) days following the presentation of the grievance.

Failure by the grieving party to file or advance a grievance in accordance with the timeframes set out in the Agreement shall result in the grievances being deemed to have been abandoned. Failure by the responding party respond in accordance with the timeframes set out in the Agreement shall result in the grievance moving to the next step in the grievance or arbitration process. All timeframes can be adjusted by mutual agreement of the parties.

- 7.04 It is agreed that a grievance arising directly between the Town and the Union can be raised by either party provided it is raised within ten (10) days from the time the circumstances giving rise to the grievance have occurred or ought to have reasonably

come to the attention of the party grieving. Such grievance shall be commenced at Step #2 and time limits set out with respect to that step shall appropriately apply. It is understood, however, that the provisions of this section may not be used with respect to a grievance directly affecting an employee or employees and that the regular grievance procedure shall not be thereby bypassed.

- 7.05 A claim by a regular employee that has been unjustly suspended shall be treated as a grievance if a written statement of such grievance is filed with the Town at Step #2 of the grievance procedure within ten (10) days after the date the suspension is effective.
- 7.06 A claim by a regular employee that has been unjustly discharged shall be treated as a grievance if a written statement of such grievance is filed with the Town at Step #3 of the grievance procedure if a written statement of such grievance is filed within ten (10) days after the date the discharge is effective.
- 7.07 A representative of Power Workers' Union CUPE Local 1000 may be present at any or all steps of the grievance or arbitration procedures to assist the local union.

ARTICLE 8: ARBITRATION

- 8.01 It is agreed that all differences of opinion relating to the interpretation, application or administration of this Collective Agreement, which cannot be settled after exhausting the grievance procedure, will be settled by arbitration as set out in this Article. Either party will notify in writing within thirty (30) days after a Step # 3 decision.
- 8.02 When either party requests that any matter may be submitted to arbitration as provided in the foregoing Article, it shall make such request in writing addressed to the other party to this Agreement, and at the same time shall suggest possible arbitrators. If the parties are unable to agree upon an arbitrator within a period of thirty (30) days, either of them may request the Minister of Labour for the Province of Ontario appoint an impartial arbitrator.
- 8.03 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance, without the consent of the parties.
- 8.04 The arbitrator shall not alter, modify, add to or amend any part of this Agreement.
- 8.05 Each of the parties hereto equally bears the expenses of the arbitrator.
- 8.06 Unless otherwise agreed to, after a letter(s) of reprimand has been on an employee's file for a maximum of two (2) years, and there have been no further occurrences, then the letter(s) of reprimand will be removed from all files.

Notwithstanding this provision, all letters of reprimand where the discipline relates to workplace violence, harassment and discrimination, which includes but is not limited to, sexual harassment, bullying, physical violence, and threats thereof, shall be removed after a period of four (4) years if there have been no further occurrences.

- 8.07 As an alternative to Article 8.0 the parties may, by mutual agreement, agree to refer a grievance after Step 3 to a Mediator/Arbitrator as a means of settlement. The Mediator/Arbitrator shall be mutually agreed to by the parties and each party shall pay one half (1/2) of the expenses and remuneration of the Mediator/Arbitrator.

ARTICLE 9: HOURS OF WORK AND OVERTIME

HOURS OF WORK

9.01 Subject to operating requirements, the normal work week for operations employees shall be forty (40) hours consisting of five (5) days of eight (8) hours each Monday through Friday, commencing not earlier than 07:00 hours and ending not later than 16:30 hours with one-half (1/2) hour for lunch.

An employee may refuse a change of hours where less than three (3) days' notice of the change is given.

9.02 Flex time agreements based on the company's current policy can be utilized with mutual agreement between the Town and the employee.

9.03 An Employee, with approval from the Town, may choose one (1) of the following lunch periods:

- (i) A one (1) hour lunch period
- (ii) A half (1/2) hour lunch period

9.04 Employees will be granted a rest period during each half shift at a location made available by the Town.

9.05 If an employee works between the hours of 22:30 – 07:30, they will be entitled to an eight (8) hour rest period from their last call out ending.

Employees who are initially called for overtime within two (2) hours preceding their next scheduled shift shall not be entitled to a rest period.

If an employee elects to not return to work after their rest period, he/she may utilize paid hours for time off at the end of the rest period.

There will be no loss of wages for any or all portions of the rest period that fall into their next scheduled shift.

If the rest period above extends into the employee's normal scheduled hours of work, he/she shall be paid at straight time rates for the portion of the rest period which extends into the normal scheduled hours. Should the employee be required to continue working during normal scheduled hours, the employee shall be paid at two times his/her normal basic rate until the rest period is granted.

OVERTIME

9.06 The Union recognizes that it will be necessary for employees to perform work beyond and in addition to the normal scheduled hours.

9.07 Overtime will be paid for all authorized work to be performed outside normal hours at two (2) times the normal hourly rate.

9.08 The Company will make every effort to distribute Overtime equitably.

9.09 Employees will have the option to take time off in lieu of overtime payment and may maintain a bank up to a maximum forty (40) hours.

ON CALL

9.10 On-call is defined as that duty performed by qualified employees who are required by the Town to be readily available for emergency service at other than normal working hours.

	Effective date of Ratification (per day)	April 1, 2022 (per day)	April 1, 2023 (per day)
Monday-Friday	\$25.00	\$28.00	\$30.00
Saturday and Sunday and Statutory Holidays	\$50.00	\$50.00	\$50.00

9.11

9.12 Employees designated for on-call duty who are unable to perform such duties because of illness or injury shall notify Management immediately.

9.13 An employee on on-call duty shall:
(a) keep Management informed of the telephone number at which he may be contacted when not available at his residence telephone; and
(b) to be able to arrive on site to respond to any such call within sixty (60) minutes barring unforeseen circumstances.

CALL OUT

9.14 An employee called out to work outside of normal working hours shall be paid a minimum call-out time of two (2) hours at the appropriate premium rate or for the time worked at the appropriate premium rate, whichever is the greater.

9.15 Should an additional call-out(s) follow within two (2) hours of the first call-out, only one (1) minimum payment will apply and time will be considered continuous from the beginning of the first call-out.

9.16 Minimum call-out payment will not be paid where the work is a continuation of the normal work hours. Such work shall be paid for increments of one-half (1/2) hour at applicable overtime rates.

9.17 A premium of seventeen dollars (\$17.00) will be paid to all employees who are required to work two (2) overtime hours past their regular working hours and every four (4) overtime hours thereafter or two (2) unscheduled overtime hour or more prior to their regular start time. The same premium will be paid to all employees, who are called out to work, after the first four (4) overtime hours and every four (4) overtime hours thereafter.

ARTICLE 10: RECOGNIZED HOLIDAYS

10.01 Employees of the Corporation will be entitled to payment of regular rate of pay for the following holidays:

New Year's Day	Family day	Easter Monday
Good Friday	Victoria Day	Canada Day
1 st Monday in August	Labour Day	Thanksgiving Day
Christmas Day	Boxing Day	

Part-time employees are not eligible to receive a holiday with public holiday pay on Easter Monday or the 1st Monday in August holiday.

Employees with Indigenous/First Nations status, as defined by the relevant federal statute, will be eligible for and will not be unreasonably denied time off for June 21 (National Indigenous Peoples' Day) when this day falls on a regularly scheduled workday.

10.02 To be eligible for public holiday pay, employees must work all of their last regularly scheduled day of work before the holiday and all of his or her first regularly scheduled day of work after the holiday, unless the employee had reasonable cause for not so working.

10.03 In addition to the public holidays noted above, the afternoon prior to Christmas Day and the afternoon prior to New Year's Day shall constitute additional paid holidays, provided, however, that Christmas and New Year's half day public holidays will be observed on the working days preceding the respective holidays except when Christmas Day and New Year's Day falls on Saturday, Sunday, or Monday in which case the half-holiday will be observed on the preceding Friday afternoon. The exact dates to be taken off shall be at the discretion of the Chief Administrative Officer.

10.04 If an employee is required to work on a public holiday, the Town shall pay to the employee holiday pay for the day plus two (2) times the employee's regular straight time rate of pay for each hour worked on the public holiday.

ARTICLE 11: VACATION

11.01 All vacation and vacation pay shall be based on the employee's anniversary date, and, generally, must be earned in advance. Full-time employees shall be eligible for vacation and vacation pay in accordance with the following:

Years of Complete Eligible Service	Paid Vacation Time
Upon initial eligibility (12 mos.)	Two (2) Weeks
4 Years	Three (3) Weeks
10 Years	Four (4) Weeks
16 years	Five (5) Weeks
25 Years	Six (6) Weeks

In addition, Full-time employees shall be entitled to a single floating vacation day, with pay at the employee's regular straight time rate of pay, in each

calendar year. This day will be prorated in the initial calendar year that the employee was hired in.

- 11.02 Vacation must be taken as time off. No cash payment in lieu of vacation will be made unless agreed to by employee and the Town, such as in special circumstances (i.e. an employee returning from long term disability.) The Town will notify the employee by October 1st regarding any unused vacation time.
- 11.03 Vacation of up to one (1) week may be carried over into the employee's next vacation year, if approved by the respective Director or Chief Administrative Officer. In special circumstances, the Town may permit an employee to carry over more than one (1) week of vacation.
- 11.04 Generally, vacation days may not be taken in advance of being credited. If an employee requires vacation days prior to being credited with sufficient days, that employee may request in writing to their manager and, at the discretion of the Town, may be granted the vacation days requested up to a maximum of five (5) days.
- 11.05 Accrued vacation pay shall be paid to the employee on the regular pay date occurring during the period of the vacation, unless the employee and the Town agree otherwise.
- 11.06 When a public holiday occurs during an employee's vacation, the Town shall substitute another day that would ordinarily be a working day for the employee to take off work for which the employee will be paid public holiday pay as if the substituted day were a public holiday.
- 11.07 Annual vacations will be taken at times determined by Management consistent with the efficient operation of the business. Every effort will be made to arrange such vacations for the convenience of the employees. Seniority will be the basis for allocation of conflicting choices between two (2) or more employees.
- 11.08 An employee's earned and unused vacation credit will be credited to the employee in the event of termination of employment.

ARTICLE 12: PERSONAL EMERGENCY DAYS

- 12.01 All full-time employees will receive ten (10) paid personal days per calendar year and are eligible to request paid personal emergency leave that may require the employee to be absent from work for personal illness, or due to the illness, injury, medical emergency or other urgent matter concerning the employee's spouse or common-law spouse, a parent, step-parent or foster parent of the employee or the employee's spouse or common law spouse, a child, step-child or foster child of the employee or the employee's spouse or common-law spouse, a grandparent, step-grandparent, grandchild or step-grandchild of the employee or of the employee's spouse or common-law spouse, the spouse of a child of the employee, the employee's brother or sister or any other relative of the employee who is dependent on the employee for care or assistance. Personal time with regard to appointments can pre-booked in a minimum of two (2) hour increments

ARTICLE 13: HEALTH PLAN

- 13.01 The Town will pay one hundred percent (100%) of the premium cost for the Ontario Employer Health Tax for each employee and eligible dependents.

- 13.02 The Town will retain coverage under the current Health Care Plan or equivalent, and the current Dental Plan, or equivalent, based on current O.D.A. fee schedules.
- 13.03 If the Employer contemplates a change in Carriers of any of the above plans during the life of this Agreement, the Employer agrees to give notice and provide the Union with a copy of the proposed carrier's plan(s) so that the Union will be assured of equivalent coverage prior to the implementation of the proposed carrier's plan.

ARTICLE 14: PENSION AND INSURANCE

- 14.01 The Corporation will pay the premium cost of the Corporation's group life insurance plan, or its equivalent.
- 14.02 The Corporation will pay fifty percent (50%) of the premium cost of the OMERS Basic Pension Plan.

ARTICLE 15: JOB POSTING

- 15.01 Where the Town decides a full-time new or vacant position exists it shall post notice of such vacancy on the bulletin board with its rate of pay, for a period of ten (10) working days, to give present employees an opportunity to apply for the position before a new employee is hired. In the case of a new position, the Union will be notified of the position ten (10) working days before the posting. Employees bidding on such vacancy must make application to the Human Resources Department in writing no later than the tenth day.
- 15.02 Such employees shall be considered for the position on the basis of their qualifications. If the Town, is satisfied that qualifications of employees to perform the job, without training, are equal, then the most senior employee shall be selected.
- 15.03 This Article will not apply where the Town does not expect the vacancy to exceed ninety (90) calendar days or where the vacancy is caused by illness, accident, vacations or leaves of absence including pregnancy/parental leave, or where the Town determines that such position will be eliminated. Such vacancies may be filled at the sole discretion of the Town.
- 15.04 For the purposes of the Collective Agreement "qualifications" shall be defined as a employee's skill, ability, education, and experience.
- 15.05 Nothing within this Article limits the Town's right to assign or transfer employees within the bargaining unit.

ARTICLE 16: LAY-OFF & RECALL

- 16.01 A regular employee shall not be laid off or demoted as a result of the contracting out of work normally performed by members of the bargaining unit.
- 16.02 If the Town decides to decrease the full-time workforce then employees will be laid off from work within their classification in reverse order of their seniority, provided the Town is satisfied the remaining employees can meet the normal requirements of the remaining jobs.

- 16.03 If the Town decides to increase its full-time workforce it shall first consider regular full-time employees who are on layoff and shall recall the most senior employee provided the Town is satisfied he/she has the qualifications to perform the work available without training.

ARTICLE 17: LEAVE OF ABSENCE

- 17.01 Bereavement Leave: A regular employee will be allowed up to five (5) consecutive working days leave of absence without loss of pay in the event of the death of their spouse (including common-law and same sex partner), parent, stepmother, stepfather, child, step-child, or parent, step-mother, step-father, child, stepchild, or parent, stepmother, stepfather of the employees current spouse (including common-law and same sex partner) and grandchild. Such leave of absence shall be for the purpose of making arrangements for and/or attending the funeral.

Bereavement Leave: A regular employee will be allowed up to three (3) consecutive working days leave of absence without loss of pay in the event of the death of their grandparent, brother, stepbrother, sister, stepsister, or sister, stepsister, brother, stepbrother or grandparent of the employee's current spouse (including common-law spouse or same sex partner). Such leave of absence shall be for the purpose of making arrangements for and/or attending the funeral.

- 17.02 Regular employees will be allowed one (1) working day's leave of absence without loss of pay in the event of the death of a brother-in-law, sister-in-law, aunt, uncle, niece, nephew, or close friend or serving as pallbearer, for the purpose of attending the funeral.

Note: Where an employee requests, the above time off may be extended by management.

- 17.03 The Town will recognize a negotiating committee of not more than two (2) employees to represent the Union in negotiation meetings with the Town. The Town will maintain the employee's wages and invoice the Union for the employee's regular rate of pay plus burden.

The Town agrees that there shall be no loss of base wages for time spent by employees when required to attend grievance meetings with management.

- 17.04 Employees will be granted a leave of absence without loss of regular straight time pay during the period which the employee subpoenaed for Jury Duty, Coroner's Inquest, or Crown Witness, and actually attends a court for that purpose. Payment of wages by the Court will be reimbursed to the Town and such reimbursement will exclude the payment of travel and meal allowances.

- 17.05 If the Union requires an employee to be released to represent the membership at Union functions and/or training, the Town may, due to operational needs, refuse to release the employee from work. The Union will compensate the Town at the employee's regular rate of pay plus burden. The Town will maintain the employees' wages and invoice the Union their share of the cost. Subject to operational needs, normally absence for the Principal Steward will not exceed twenty (20) days per year, for the Steward ten (10) days per year and for employees five (5) days per year.

Whenever possible, a request for a leave set out above shall be provided two (2) weeks prior to the scheduled event.

ARTICLE 18: SICK LEAVE AND SHORT-TERM DISABILITY LEAVE

A short-term disability leave may be granted to employees who are required to be absent from work due to sickness or injury unrelated to work. In order to qualify for short-term disability leave, employees are required to notify their immediate supervisor of their absence from work due to sickness or disability.

An employee must be absent from work for more than five (5) consecutive working days prior to being eligible for short term disability. Employees can utilize vacation, personal emergency days, or unpaid time during the five (5) consecutive sick days to bridge the waiting period. Applications for short term disability are adjudicated by a third party, and therefore the Town is not privy to the employee’s confidential medical information. Once the employee is approved for short-term disability the Corporation will reimburse the employee for the use of any of the bridge options above.

Employees will be eligible for a maximum of twenty-six (26) weeks’ of wages per single disabling event or related disabling events, on the condition that the employee continues to provide the employer and/or adjudicator with updated medical documentation as requested.

Within the first nine (9) years of employment, this benefit shall be applied as per the chart below:

Length of Service	Benefit Weeks	
	100% of Salary	75% of Salary
Less than one (1) year	1	25
One (1) year but less than two (2) years	2	24
Two (2) years but less than three (3) years	4	22
Three (3) years but less than four (4) years	6	20
Four (4) years but less than five (5) years	8	18
Five (5) years but less than six (6) years	11	15
Six (6) years but less than seven (7) years	14	12
Seven (7) years but less than eight (8) years	17	9
Eight (8) years but less than nine (9) years	21	5
Over nine (9) years	26	0

If an employee is approved by the Town for short term disability leave, the Town shall continue to pay the Town’s normal share of the premiums for the group insurance that that employee would otherwise be entitled for a maximum of twenty-six (26) weeks from the date of the first absence caused by the sickness or disability. The Town will start the LTD process prior to the elimination process, as prescribed by the benefit carrier, to ensure a continuation of pay.

Should the claim be denied, the employee is expected to return to work immediately.

ARTICLE 19: ALLOWANCES

19.01 In the event an injury is covered by payments from the Workers’ Safety & Insurance Board an employee shall receive WSIB payments in accordance with current WSIB legislation. The Corporation shall maintain the employees’ wages while waiting for the WSIB claim to process.

- 19.02 The Town will provide safety glasses, rubber boots, rainwear, hard hats, leather gloves, rubber gloves, hand tools, cover-up rubber articles and FR clothing, for the protection of the employee. The Corporation will maintain a supply of FR clothing (4 work pants, 4 t-shirts, 2 sweatshirts, 2 long sleeve shirts, 1 insulated coveralls, 1 uninsulated coveralls, 1 insulated winter coat, 1 uninsulated coat). Employees must return soiled or worn out clothing to receive a replacement.
- 19.03 The Town will continue to provide an allowance for boots, when required, upon receipt, for the purchase of C.S.A. approved safety boots for employees required to wear them.
- 19.04 When a crew consists of three (3) workers or more, a qualified Lead Hand will be designated on a rotational basis.

ARTICLE 20: GENERAL

- 20.01 Management will provide bulletin boards for posting of Union material only.
- 20.02 When in the opinion of Management, normal work of a non-emergency nature cannot be continued during regular working hours by reason of unduly adverse weather conditions, all reasonable steps will be taken to provide alternate work.
- 20.03 The Parties desire every employee to be familiar with the provisions of this Collective Agreement and their rights and duties under it. For this reason the Corporation will print sufficient copies of the Collective Agreement for distribution to its employees through the Union Principal Steward.

The Corporation shall have printed, sufficient copies of the Agreement, in booklet form, within sixty (60) days of signing. The Company will cover the cost of printing.

ARTICLE 21: WAGE RATES AND PROGRESSION SCHEDULES

- 21.01 Job classification(s) and wage rates(s) shall be as they appear in "Schedule A" which constitutes part of this agreement.
- 21.02 In classifications where a progression system applies, each year's progression shall not be automatic, but shall be based on skill, ability, qualifications and the successful completion of applicable courses and training.

If the progression is withheld, management shall notify the employee and give reason for it being withheld.

- 21.03 An employee relieving their supervisor will be paid ten percent (10%) above their regular rate of pay for the full period.

ARTICLE 22: HEALTH AND SAFETY

22.01 The parties agree and support the requirements of the Occupational Health and Safety Act and other applicable legislation.

ARTICLE 23: MID-TERM AGREEMENTS

*A Mid-term Agreement is a modification of the Collective Agreement executed by the parties in the following format during the term of the Collective Agreement.

Mid-Term Agreement

Title: _____

Number: _____

Date: _____

It is jointly agreed that the following Mid-Term shall form part of the Collective Agreement between the parties:

(text)

THE CORPORATION OF THE
TOWN OF TILLSONBURG: _____

UNION: _____

ARTICLE 24: DURATION

24.01 This Agreement shall come into effect on the first (1st) day of April 2021 and shall remain in effect until the thirty-first (31st) day of March 2024 and thereafter from year to year, unless either party gives notice of a desire to revise this Agreement; and the reply to such notice must include a written presentation of any proposed revisions.

24.02 Nothing in the Collective Agreement shall be retroactive prior to the date of ratification except as specifically indicated herein.

Signed at Tillsonburg, Ontario this 5th day of November

For the Employer

For the Union

Kyle Pratt

Kyle Pratt, Chief Administrative Officer



Tom Chessell, Vice President Sector 3

SCHEDULE A – APRIL 1, 2021 WAGE SCHEDULE:

Schedule A - April 1, 2021 Wage Schedule							
	15% Below the Step 4 Rate	10% Below the Step 4 Rate	55% Below the Step 4 Rate				
Position	Step 1	Step 2	Step 3	Step 4			
	85%	90%	95%	100%			
Hydro Operations Technologist	\$ 34.83	\$ 36.88	\$ 38.93	\$ 40.98	\$ 40.37	\$ 40.98	
Instrumentation Technologist/GIS Technologist	\$ 34.83	\$ 36.88	\$ 38.93	\$ 40.98	\$ 40.37	\$ 40.98	
Operations Regulatory Affairs Officer	\$ 32.31	\$ 34.21	\$ 36.11	\$ 38.01	\$ 37.45	\$ 38.01	
Hydro Operations Coordinator	\$ 26.34	\$ 27.89	\$ 29.44	\$ 30.99	\$ 30.53	\$ 30.99	
Customer Service Technician	\$ 23.34	\$ 24.71	\$ 26.08	\$ 27.46	\$ 27.05	\$ 27.46	
Light Equipment Operator	\$ 17.84	\$ 18.89	\$ 19.94	\$ 20.99	\$ 20.68	\$ 20.99	
Position	Start	Year 1 Apprentice	Year 2 Apprentice	Year 3 Apprentice	Powerline Linesperson	Lead Hand	Line Foreperson
Line Foreperson							110%
							\$ 45.26
Lead Hand						107%	
						\$ 44.03	
Jouneyperson/Linepersorn	60%	73%	82%	90%	100%		
	\$ 24.69	\$ 30.04	\$ 33.74	\$ 37.03	\$ 41.15		
Wage Increase	1.50%				\$ 40.54		
Special increase Lineman	\$ 0.50				\$ 41.15		
Special increase other classes	\$ 0.25						

SCHEDULE A – APRIL 1, 2022 WAGE SCHEDULE:

Schedule A - April 1, 2022Wage Schedule							
	15% Below the Step 4 Rate	10% Below the Step 4 Rate	55% Below the Step 4 Rate				
Position	Step 1	Step 2	Step 3	Step 4			
	85%	90%	95%	100%			
Hydro Operations Technologist	\$ 35.65	\$ 37.75	\$ 39.85	\$ 41.95	\$ 41.23	\$ 41.95	
Instrumentation Technologist/GIS Technologist	\$ 35.65	\$ 37.75	\$ 39.85	\$ 41.95	\$ 41.23	\$ 41.95	
Operations Regulatory Affairs Officer	\$ 33.09	\$ 35.04	\$ 36.98	\$ 38.93	\$ 38.26	\$ 38.93	
Hydro Operations Coordinator	\$ 27.02	\$ 28.61	\$ 30.20	\$ 31.78	\$ 31.24	\$ 31.78	
Customer Service Technician	\$ 23.96	\$ 25.37	\$ 26.78	\$ 28.19	\$ 27.71	\$ 28.19	
Light Equipment Operator	\$ 18.37	\$ 19.45	\$ 20.53	\$ 21.61	\$ 21.24	\$ 21.61	
Position	Start	Year 1 Apprentice	Year 2 Apprentice	Year 3 Apprentice	Powerline Linesperson	Lead Hand	Line Foreperson
Line Foreperson							110%
							\$ 46.61
Lead Hand						107%	
						\$ 45.34	
Jouneyperson/Linepersorn	60%	73%	82%	90%	100%		
	\$ 25.43	\$ 30.94	\$ 34.75	\$ 38.14	\$ 42.38		
Wage Increase	1.75%				\$ 41.65		
Special increase Lineman	\$ 0.50				\$ 42.38		
Special increase other classes	\$ 0.25						

SCHEDULE A – APRIL 1, 2023 WAGE SCHEDULE:

Schedule A - April 1, 2023 Wage Schedule							
	15% Below the Step 4 Rate	10% Below the Step 4 Rate	5% Below the Step 4 Rate				
Position	Step 1	Step 2	Step 3	Step 4			
	85%	90%	95%	100%			
Hydro Operations Technologist	\$ 36.37	\$ 38.51	\$ 40.65	\$ 42.79	\$ 41.95	\$ 42.79	
Instrumentation Technologist/GIS Technologist	\$ 36.37	\$ 38.51	\$ 40.65	\$ 42.79	\$ 41.95	\$ 42.79	
Operations Regulatory Affairs Officer	\$ 33.75	\$ 35.74	\$ 37.72	\$ 39.71	\$ 38.93	\$ 39.71	
Hydro Operations Coordinator	\$ 27.56	\$ 29.18	\$ 30.80	\$ 32.42	\$ 31.78	\$ 32.42	
Customer Service Technician	\$ 24.44	\$ 25.88	\$ 27.32	\$ 28.75	\$ 28.19	\$ 28.75	
Light Equipment Operator	\$ 18.74	\$ 19.84	\$ 20.94	\$ 22.04	\$ 21.61	\$ 22.04	
Position	Start	Year 1 Apprentice	Year 2 Apprentice	Year 3 Apprentice	Powerline Linesperson	Lead Hand	Line Foreperson
Line Foreperson							110%
							\$ 47.94
Lead Hand						107%	
						\$ 46.63	
Journeyman/Lineperson	60%	73%	82%	90%	100%		
	\$ 26.15	\$ 31.81	\$ 35.74	\$ 39.22	\$ 43.58		
Wage Increase	2.00%				\$ 42.73		
Special increase Lineman	\$ 0.35				\$ 43.58		
Special increase other classes	\$ -						

LETTER OF UNDERSTANDING #1

CORPORATION OF THE TOWN OF TILLSONBURG
(THE "TOWN")

AND

POWER WORKERS' UNION, CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1000 – CLC
(THE "UNION")

It is agreed between the Town and the Union that Lee Ann Thompson shall maintain her service credit and seniority as per her agreement with the Corporation of the Town of Tillsonburg.

Kyle Pratt

Kyle Pratt (Nov 25, 2021 13:11 EST)

The Town



The Union

November 25, 2021

Date

11.02.2021

Date


Town of Tillsonburg - CA - April 1, 2021 - March 31, 2024

Final Audit Report


2021-11-25

Created:	2021-11-02
By:	Rachel McGrath (rmcgrath@pwu.ca)
Status:	Signed
Transaction ID:	CBJCHBCAABAA3FIOHMcY0D7eMNGwxE4D6-y92oO2D0Cs

"Town of Tillsonburg - CA - April 1, 2021 - March 31, 2024" History

 Document created by Rachel McGrath (rmcgrath@pwu.ca)

2021-11-02 - 2:36:30 PM GMT- IP address: 174.91.171.16

 Document emailed to Kyle Pratt (kpratt@tillsonburg.ca) for signature

2021-11-02 - 2:37:20 PM GMT

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 Document signing delegated to msmibert@tillsonburg.ca by kpratt@tillsonburg.ca

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 Document e-signed by Kyle Pratt (kpratt@tillsonburg.ca)

Signature Date: 2021-11-25 - 6:11:00 PM GMT - Time Source: server- IP address: 76.64.23.26

 Agreement completed.

2021-11-25 - 6:11:00 PM GMT