



# **COLLECTIVE AGREEMENT**

**between**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
and its Local 53-01**

**and**

**CORPORATION OF THE TOWNSHIP OF UXBRIDGE**

**Expires: March 31<sup>st</sup>, 2025**

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## **ARTICLE 1 – PURPOSE**

**1.01** The general purposes and desires of both parties to this Agreement are as follows:

1. To establish, maintain and improve the harmonious relations and settled conditions of employment between the Employer and the Union.
2. To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, and services, for all employees who are subject to the provisions of this Agreement.
3. To encourage efficiency in operation; and
4. To promote the morale, well being and security of all of the employees in the bargaining unit of the Union who are subject to the provisions of this Agreement.

## **ARTICLE 2 – RECOGNITION**

**2.01** The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of the Roads Department and Parks Department of the Employer save and except foremen, those above the rank of foreman, office, clerical and technical staff and students employed during the normal school vacation period.

- 2.02**
1. “Employee” shall mean in this Agreement a person who is employed by the Employer on a full-time basis excluding any probationary period and who is eligible for membership in the Union.
  2. “Temporary Employee” shall mean a person who is employed by the Employer in any position that would be within the scope of this Agreement and who shall only be employed under the following circumstances:
    - a) to cover off employee(s) injured in an accident
    - b) to replace employee(s) due to illness
    - c) to replace employee(s) on vacation
    - d) to augment employee(s) during peak work-load periods
    - e) to replace employee(s) on leave-of-absence.

In any calendar year, the Employer may employ temporary employees in accordance with the following:

### **Parks Department**

Four (4) temporary positions to a maximum of one hundred and thirty (130) days each per year. Up to two (2) positions may be rotated through the area staff to a maximum of one hundred and thirty (130) days per year.

## **Works Department**

Three (3) temporary positions for ninety (90) days each per year, with ninety (90) day extensions upon mutual agreement with the Union.

It is understood and agreed that temporary employees shall not come within the scope of this Agreement except so far as Article 22 - Payment of Wages, Article 5 – Check-off of Union Dues, Article 17.07 – Overtime, Article 18 – Specified Holidays, Article 19.02 – Vacations, and except so far as the duties performed by such employees are concerned. It is understood and agreed that time worked by temporary employees shall not be counted for the purposes of calculating seniority or Probationary Periods save only as is provided for in Article 13.01 herein.

## **ARTICLE 3 – MANAGEMENT RIGHTS**

**3.01** The Union recognizes the exclusive rights of the Employer to do the following, subject however to the express provisions of this Agreement governing the exercise of such rights:

1. Operate and manage its affairs and business in all aspects in accordance with its responsibilities and the rights, obligations, duties, powers and functions conferred upon the Employer by statutes, orders, regulations and bylaws or directives of any applicable governmental authority.
2. Maintain order, discipline and efficiency, and in connection therewith, to make, alter and enforce from time to time bylaws, rules and regulations, policies and practices to be observed by its employees, including temporary or probationary employees.
3. Select, hire, discipline, discharge, transfer, assign to shifts, promote, demote, classify, lay off, recall, suspend and retire employees, and to select employees for positions excluded from the bargaining unit.
4. Direct the working force which shall include the right to plan, direct and control operations of the Employer, the right to introduce new and improved methods, facilities, and equipment, the right to determine the amount of supervision of personnel necessary, the number of employees to be employed, work schedules, the rights to establish standards of quality, the extent of the Employer's operations and the increase or decrease in employment arising there from, as well as the right to exercise sole and exclusive jurisdiction over all operations, buildings, machinery, equipment and tools; and,
5. Generally to maintain order, discipline and efficiency and to manage the affairs of the Employer for the benefit of the ratepayers of the Township of Uxbridge.

## **ARTICLE 4 – UNION SECURITY**

- 4.01** All employees shall be eligible for Union membership.
- 4.02** All present employees and all future employees shall become and remain members in good standing of the Union according to the Constitution and Bylaws of the Union.
- 4.03** The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect and to provide each such new employee with a copy of this Agreement.

## **ARTICLE 5 – CHECK-OFF OF UNION DUES**

- 5.01** The Employer shall deduct from the pay of every employee who is a member of the Union any monthly dues, initiation fees, or assessments levied by the Union in accordance with its Constitution and/or Bylaws and owing by the employee to the Union. The Employer shall be notified, in writing, thirty (30) days prior to any required change in deductible assessments.
- 5.02** Deductions shall be made from the payroll period at the end of each month and shall be forwarded to the Secretary Treasurer of the Union not later than the 15th day of the month following, accompanied by a list of the names and addresses of all employees from whose wages the deductions have been made. The Union agrees to keep the Employer informed of the name and address of the Secretary Treasurer of the Union.
- 5.03** The Employer shall indicate on the statement of remuneration paid prepared for each member of the Union employed by the Employer the aggregate amount of Union dues, initiation fees or assessments levied by the Union and deducted by the Employer in accordance with Article 5.01 above for the immediately preceding and completed calendar year to which the statement of remuneration paid, relates.
- 5.04** The Union shall indemnify and save the Employer harmless in respect to all dues, initiation fees or assessments levied which have been so deducted and remitted to the Union.

## **ARTICLE 6 – CORRESPONDENCE**

- 6.01** All correspondence between the Union and the Employer arising out of this Agreement or incidental thereto shall, unless otherwise herein expressly provided, pass to and from the Administrator of the Employer and the Chief Steward (Uxbridge Unit) of the Union. The Union shall keep the Employer informed of the name and address of its officers.

## **ARTICLE 7 – LABOUR MANAGEMENT RELATIONS**

- 7.01** The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, updating, promotion, transfer, layoff, recall, discipline, classification, discharge or otherwise in all matters pertaining to this Agreement by reason of age, race, creed, colour, national origin, political or religious affiliation, sex or marital status, family relationship, place of residence, nor by reason of his/her membership or activity in the Union.
- 7.02** The Union agrees that neither the Union nor any employee will conduct Union activities on the premises of the Employer during working hours except as specifically authorized by this Agreement.
- 7.03** The Employer agrees that in all meetings with the Union the Employer will not deal with any individual employee or group of employees purporting to represent the Union without the proper authorization of the Union. In order that this may be carried out, the Union will supply the Employer with the names of its officers or other authorized representatives in this regard from time to time. Similarly, the Employer will, if requested by the Union, supply the Union with a list of its Supervisory or other personnel with whom the Union may be required to communicate. It is understood that the President of Local 53 may, at his/her discretion, attend all meetings between the Township of Uxbridge and the Union.
- 7.04** The Employer agrees to recognize the Union Negotiating Committee consisting of not more than four (4) employee members of the Union, one (1) of who shall be designated as Chief Steward for matters arising out of or incidental to this Agreement.
- 7.05** The Employer agrees to meet with the Union Committee at times to be mutually arranged. The party requesting the meeting shall make a request, in writing, and shall at the same time advise the other party of the matters it wishes to discuss. It is agreed that such meetings will not be held at the same time as any meetings with Union Stewards or the Grievance Committee and such meetings are for the purposes only of discussing matters of mutual interest and for the free exchange of information. It is hereby expressly declared that it is not the intent that such meetings with the Union Committee replace or circumvent any of the terms and provisions of Article 9 – Grievance Procedure.
- 7.06** The Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees when dealing or negotiating with the Employer.
- 7.07** Any representative of the Union or the Union Committee who is in the employ of the Employer shall have the privilege of attending meetings between the Union Committee and the Employer held within working hours without loss of remuneration.

## **ARTICLE 8 – LABOUR MANAGEMENT COMMITTEE**

### **8.01 Establishment of Committee**

A Labour Management Committee shall be established consisting of representatives of the Union and representatives of the Employer. The Committee shall enjoy the full support of both parties in the interests of improved service to the public, and job security for the employees.

### **8.02 Function of Committee**

The Committee shall concern itself with the following general matters:

- 1) Considering constructive criticisms of all activities so that better relations shall exist between the Employer and the employees.
- 2) Improving and extending services to the public.
- 3) Promoting safety and sanitary practices.
- 4) Reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service).
- 5) Correcting conditions causing grievances and misunderstandings.

### **8.03 Meetings of Committee**

The Committee shall meet at least every two (2) months at a mutually agreeable time and place. Its members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent with this Committee.

### **8.04 Chairperson of the Meeting**

An Employer and a Union representative shall be designated as joint Chairpersons and shall alternate in presiding over meetings.

### **8.05 Minutes of Meeting**

Minutes of each meeting of the Committee shall be prepared and signed by the joint Chairpersons as promptly as possible after the close of the meeting. The Union, the CUPE Representative and the Employer shall each receive two (2) signed copies of the minutes within three (3) days following the meeting.



## **8.06 Jurisdiction of Committee**

The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement. The Committee shall not supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

## **ARTICLE 9 – GRIEVANCE PROCEDURE**

- 9.01** In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the right of the Union to appoint or elect no more than three (3) Stewards from among the employees. It is further agreed that of such three (3) Stewards, one (1) shall be appointed by the Union as Chief Steward and that the duties of all Stewards shall be to assist other employees which the Stewards represent in preparing and in presenting any grievance in accordance with the Grievance Procedure outlined in this Agreement.
- 9.02** The Union shall notify the Employer, in writing, of the name of each of the three (3) Stewards before the Employer shall be required to recognize any such Steward.
- 9.03** The Stewards so selected shall constitute the Grievance Committee of the Union for the purposes of this Agreement so long as they remain employees of the Employer or until their successors are chosen by the Union. It is further agreed that no more than two (2) members of the Committee shall absent themselves from work for the purposes of processing grievances under Article 9 of this Agreement.
- 9.04** The Union acknowledges that the Stewards shall be required to efficiently perform their regular duties on behalf of the Employer and as such will not leave their regular duties without first obtaining permission from their immediate Supervisor to leave such regular duties and will report back to him/her upon resuming their regular duties. For its part, the Employer agrees that the Stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while investigating grievances, and presenting grievances as provided for in this Article 9 – Grievance Procedure on the basis that each Steward is employed to perform full-time work for the Employer and that he/she will not leave his/her work during working hours except as to perform his/her duties as a Steward under this Agreement.
- 9.05** A “grievance” under this Agreement shall be defined as any difference or dispute between the Employer and any employee(s) or the Union arising out of the terms of employment, including the interpretation, application or alleged violation of this Agreement.

**9.06** It is the mutual desire of the parties hereto that the complaint of any employee(s) shall be adjusted as quickly as possible and it is agreed that an employee has no grievance until he/she has first given his/her immediate Supervisor or Foreman an opportunity of adjusting his/her complaint. Such complaint shall be discussed with the immediate Supervisor or Foreman within five (5) working days after the circumstances giving rise to the complaint have occurred and failing settlement, it may be then taken up as a grievance within three (3) working days following the discussion with the immediate Supervisor or Foreman in the following manner and sequence:

**Step No. 1**

If the employee is satisfied that he/she has a grievance, he/she shall address such grievance, in writing, to the Director of Public Works of the Employer and he/she shall present the grievance to the Director of Public Works or his/her designate in the presence of a Steward. The written grievance shall be signed by the aggrieved employee and must contain the nature of the grievance, the remedy sought and the section or sections of the Agreement, which are alleged to have been violated. The Director of Public Works or his/her designate must render his/her decision, in writing, within four (4) working days following the date on which the grievance is presented to him/her. Failing settlement, then Step No. 2 may be invoked.

**Step No. 2**

Within three (3) working days following the decision of the Director of Public Works under Step No. 1 above, the employee concerned, together with the Grievance Committee shall submit the matter, in writing, to the Labour Relations Committee of the Township of Uxbridge Council. The written grievance must contain the same particulars as in Step No. 1 as well as a copy of the report of the Director of Public Works. The Labour Relations Committee of the Township of Uxbridge Council shall render their decision within five (5) working days after the regular meeting of the Labour Relations Committee held immediately following the day on which the grievance is presented to the Employer or communicated in accordance with Article 6.01 of this Agreement. Failing settlement, then Step No. 3 may be invoked.

**Step No. 3**

The Union may, on giving fifteen (15) days' notice, in writing, to the Employer of its intention, refer the grievance to arbitration in accordance with the provisions of Article 10 – Arbitration.

**9.07** Replies to grievances shall be in writing at all stages. Failure of the employee or the Union to process a grievance to the next step in the grievance procedure within the time limits specified shall not be deemed to have prejudiced the Union or any employee on any future grievance arising from a similar but separate factual situation. Any grievance settled at any step to the satisfaction of the employee or group of employees by the Union cannot be separately processed by the employee or the Union through the remaining steps of the

grievance and arbitration procedures. All agreements reached to the satisfaction of the employee or group of employees, as the case may be, under the grievance procedure between the Employer and the Union or the employee or group of employees, as the case may be, will be final and binding upon the Employer and the Union and the affected employee or group of employees.

- 9.08** No adjustment effected under the grievance procedure or arbitration procedure shall be retroactive prior to the date of the first occurrence which resulted in the grievance being filed except for any adjustment of pay caused by clerical errors in computation.
- 9.09** “Working day” as used in Article 9 – Grievance Procedure and Article 10 – Arbitration shall mean a day other than a Saturday, Sunday or statutory paid holiday.
- 9.10** A grievance that is not submitted to the next step within the time limits shall be deemed to be settled and disposed of as per the reply given to the immediately preceding step. The time limit fixed in the grievance procedure may be extended by mutual consent of the parties to this Agreement provided application for such extension is made prior to the expiry of the relevant time period.
- 9.11** Subject to Article 9.10, no grievance shall be defeated by any formal or technical objection and the Arbitration Board or single mediator appointed under Article 10 shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real matter in dispute and the giving of a decision according to equitable principles and the justice of the case.
- 9.12** The Employer shall supply the necessary facilities during regular working hours or at other times as may be mutually agreed upon for meetings held in connection with any grievance but not so as to interrupt the normal Municipal business of the Employer.
- 9.13** Notwithstanding the provisions of Article 9.07 any grievance involving a difference or dispute arising directly between the Employer and the Union or a group of employees concerning the interpretation, application or alleged violation of this Agreement may be submitted, in writing, by either the Union or the Employer, as the case may be, and dealt with as a grievance commencing at Step No. 2 of the grievance procedure. Any grievance by the Employer or the Union as provided for in this Article 9.13 shall be commenced within thirty-five (35) working days from the date on which the occurrence or the circumstances giving rise to the grievance came to the attention of the party desiring to give notice of same as a grievance hereunder. No grievance shall be presented by the Union under this Article 9.13 which an employee or group thereof could normally process as an individual employee grievance or group employee grievance.

- 9.14** It is understood that the Employer may bring forward any complaint with respect to the conduct of the Union or any employee(s) of the Employer in relation to the provisions of this Agreement and that, if such complaint by the Employer is not settled to the mutual satisfaction of the conferring parties, it may be treated as an Employer grievance and referred to arbitration in the same manner as a grievance of an employee.
- 9.15** The Employer and the Union agree that to effect the settlement of a grievance, either party may apply to the Ministry of Labour to appoint a Settlement Officer to confer with the parties and endeavour to effect a settlement prior to the hearing of a grievance by an arbitrator or a Board of Arbitration.

## **ARTICLE 10 – ARBITRATION**

- 10.01** Failing the settlement in accordance with Article 9 – Grievance Procedure, of any grievance arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether the matter is arbitrable or not, such grievance may be submitted to arbitration in accordance with the provisions set forth in this Article 10 – Arbitration.
- 10.02** When either party requests that a grievance be submitted to arbitration, the request shall be made in accordance with Article 9.06 addressed to the other party, indicating the name of the nominee of the party giving notice to the single arbitrator. Within ten (10) working days thereafter the other party shall answer by registered mail indicating the name and address of its nominee to the single arbitrator. The two (2) arbitrators shall then meet within ten (10) working days thereafter to select a third person who shall be the Chairperson of the single arbitrator.
- 10.03** If the recipient of the notice fails to appoint an arbitrator or if the two (2) nominees fail to agree upon a Chairperson of the single arbitrator within the time limit, the appointment shall be made by the Minister of Labour for the Province of Ontario upon the request of either party.
- 10.04** The single arbitrator so appointed shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee or the Union affected by it. The decision of a majority is the decision of the single arbitrator, but if there is no majority the decision of the Chairperson governs.
- 10.05** The single arbitrator may determine its own procedure but shall give full opportunity to all parties to present evidence and make representations to it. In no event shall the single arbitrator have the power to change this Agreement or to alter, modify or amend any of its provisions although the single 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.

- 10.06** Should the parties disagree as to the meaning of any decision given by the single arbitrator, either party may apply to the Chairperson of the single arbitrator to reconvene the Board to clarify the decision.
- 10.07** Each party will pay one-half (1/2) the fees and expenses of the Chairperson and all of the fees and expenses of the nominee on the single arbitrator which it appoints.
- 10.08** Time limits fixed in this Article 10 – Arbitration, respecting procedure may be extended by consent of the parties to this Agreement upon application prior to the expiry of such time. If no written request for arbitration is received within thirty (30) days, in accordance with Article 9.06, by the party for whom the notice is intended from the party requesting same, the matter shall be deemed to have been settled and ineligible for arbitration.
- 10.09** At any stage of the arbitration procedure, the parties concerned may have the assistance of the employee(s) concerned as witness and any other witnesses and all reasonable arrangements will be made to permit the conferring parties or the arbitrators to have access to the Employer’s premises to view any working conditions which may be relevant to settlement of the grievance involved.
- 10.10** The single arbitrator shall not make any findings of fact or reach any decision inconsistent with the provisions of this Agreement, nor shall it have the power to deal with any matter not covered by this Agreement.

## **ARTICLE 11 – STRIKES – LOCKOUTS**

- 11.01** The Employer and the Union agree that there shall be no strikes or lockouts so long as this Agreement continues to operate.
- 11.02** The words “strike” and “lockout” shall have the meaning attributed to them in *The Labour Relations Act*, R.S.O., 1980, Chapter 228, as amended.

## **ARTICLE 12 – DISCHARGE, SUSPENSION AND DISCIPLINE**

- 12.01** Whenever the Employer deems it necessary to censor an employee in a manner indicating that dismissal may follow any repetition of any act complained of or omission referred to, or that it may follow if such employee fails to bring his/her work up to the standard required by the Employer by a given date, the Employer shall, within five (5) working days thereafter, give written particulars of such censor to the employee involved with a copy to the Chief Steward of the Union.
- 12.02** The Employer may dismiss any employee or suspend any employee for cause, provided that such employee is given the reason in the presence of a Union Steward and is subsequently thereafter promptly advised, in writing, by the Employer of the reason for such discharge or suspension.

- 12.03** Any employee who alleges that he/she has been wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 9 – Grievance Procedure, in which case Step No.’s 1 and 2 shall be omitted and Step No. 3 invoked.
- 12.04** Should it be found in accordance with the grievance procedure or the arbitration procedure that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in his/her former position without loss of the seniority and shall receive such compensation for time lost as is determined to be just and equitable in the opinion of the parties or in the opinion of the single arbitrator if the matter is referred to such a Board.

## **ARTICLE 13 – SENIORITY**

- 13.01** “Probationary employee” shall mean a person who is employed by the Employer in any position that is within the scope of this Agreement of which employment does not become permanent until ninety (90) days including holidays as outlined in Article 18 – Specified Holidays.

The foregoing shall not apply to a temporary employee. Days worked by a temporary employee shall not be considered part of the required probationary period. However, should a temporary employee become a probationary employee and complete the probationary period, days of work accumulated by the temporary employee prior to the probationary period shall be included, to a maximum of ninety (90) days, for the purposes of calculating seniority.

- 13.02** Upon completion of the probationary period, the employee’s name shall be placed on the seniority list and his/her seniority shall be based on his/her date of last hire. The discharge of any person during the probationary period shall not be subject to the grievance settlement officer or arbitration procedures.
- 13.03** The Employer shall maintain a seniority list showing the date upon which each employee’s continuous service with the Employer commenced from the employee’s last starting date. An up-to-date copy of this list shall be given to the Union in January and July of each year during the term of this Agreement and a copy shall be posted at the same time.
- 13.04** Seniority shall operate and govern on a bargaining unit-wide basis provided that the senior employees already possess the necessary skill, ability and competence to perform the work available as well as or better than a less senior employee. In the event of a layoff, the last employee hired shall be the first laid off, and the last employee laid off shall be the first requested to return provided the senior employee already possesses the necessary skill, ability and competence to perform the work available as well as or better than a less senior employee.

- 13.05** Seniority shall be defined as the length of continuous service with the Employer commenced from the employee's last starting date. Where the length of seniority is the same, the alphabetical order of surnames shall apply and in the event of exactly the same surnames, the alphabetical order of given names shall apply. Seniority shall be used in determining preference or priority for promotions, transfers, demotions, layoffs and recall for all job categories that are subject to the provisions of this Agreement provided that the senior employee already possesses the necessary skill, ability and competence to perform the work available as well as or better than a less senior employee.
- 13.06** If an employee is absent from work because of layoff or authorized leave of absence, he/she shall not lose seniority but not acquire seniority after the first thirty (30) calendar days of such layoff or authorized leave of absence subject, however, to the provisions of Article 13.07 below. Employees absent from work on sick leave due to illness or accident will continue to accumulate seniority until Article 13.07 applies.
- 13.07** Seniority status, once acquired by employees, will be lost and their names removed from the seniority list and their employment terminated for any of the following reasons:
1. Voluntary resignation.
  2. Discharge for cause without reinstatement through the grievance or arbitration procedures.
  3. Continuous non-employment, including layoff or any authorized leave of absence, but not including sickness or accident, for a period of fifteen (15) months.
  4. Continuous non-employment by reason of sickness or accident for a period of time of twenty-four (24) months.
  5. Failure to return to work after recall from layoff within five (5) working days following notification by the Employer by registered mail sent to the employee at the last address given by the employee to the Employer, provided that if the employee notifies the Employer within the said five (5) days of his/her inability to return to work within the prescribed time for a legitimate reason acceptable to the Employer the employee's name will not be struck from the seniority list but may be passed over and the next in line in seniority may be recalled, provided that the next in line so recalled, shall be laid off when the more senior man is able to return to work.
  6. Absence from work without an excuse acceptable to the Employer for a period of three (3) working days.
- 13.08** The time limits prescribed in Article 13.07 above may not be unreasonably denied by the Employer in writing, for valid reasons such as sickness, certified by a doctor's certificate, death in the immediate family, accident, or other legitimate reasons acceptable to the Employer.

**13.09** Promotion or transfer of any employee(s) to positions outside the bargaining unit is not covered by this Agreement and shall not be subject to the terms of this Agreement except that such employee(s) will retain their seniority upon such promotion or transfer or if demoted or transferred thereafter for any reason back to a position which is subject to this Agreement, such employee shall be given a seniority credit earned at the time of the transfer outside of the bargaining unit.

## **ARTICLE 14 – PROMOTIONS AND STAFF CHANGES**

**14.01** Where a vacancy occurs or a new position is created by the Employer inside the bargaining unit, the Employer agrees to notify the Union, in writing, and post notice of the vacancy or new position within the Employer's offices as well as on the bulletin boards provided in accordance with Article 26.03 herein for a minimum of one (1) week in order that all employees will know about the vacancy or new position and be able to make written application therefore within the said week. Should a vacancy occur or a new position be created by the Employer outside the bargaining unit, the Employer agrees to notify the Union, in writing, and post a notice of the vacancy or new position on the bulletin board in accordance with Article 13.03 herein at the same time as it advertises for the new position. The Employer agrees not to fill the vacancy outside the bargaining unit or a new position created until the employees that are subject to the provisions of this Agreement have had an opportunity to apply for same and have been given an answer.

**14.02** Such notice shall contain information outlining the nature of the position, minimum qualifications required including knowledge, education, skill, as well as wage or salary rate or range, and, for informational purposes only, the location of the initial job assignment shall be inserted on the job vacancy.

**14.03** In making changes, transfers or promotions within the bargaining unit, The Employer shall, subject to the provisions of Article 3 – Management Rights and Article 13 – Seniority, make such appointments having regard to the applicant with the greatest seniority and the required qualifications. The Employer further agrees that such appointments made from within the bargaining unit shall be effected within five (5) days after the next regularly scheduled meeting of the Municipal Council of the Employer following the making of the application.

**14.04** The Employer agrees to notify the Union of all appointments, hiring's, layoffs, transfers, recalls and terminations of employment within the bargaining unit.

**14.05** Within the said week the Employer shall have the right to fill, without posting, temporary vacancies such as those caused by an employee's absence owing to accident, injury, illness, sickness, vacation, leave-of-absence or temporary transfer for a period not in excess of six (6) months. Employees, other than temporary employees, shall be given first choice to fill the vacancies. If the temporary vacancy exists at the end of the said six (6) months it shall be posted and filled in accordance with the provisions hereof. Where temporary employees are used, the provisions of Section 2.02 shall apply.



- 14.06** Nothing in this Article 14 - Promotions and Staff Changes shall be construed as restricting the right of the Employer to temporarily assign an employee to a job which qualifies for posting hereunder for a period not exceeding thirty (30) calendar days until the posting procedure has been complied with and arrangements have been made to promote the employee so elected in accordance with the provisions hereof to fill the vacancy to be assigned to the job concerned. The Employer agrees to inform such temporarily assigned employee that the temporary assignment is not necessarily an assurance that the temporarily assigned employee will be the successful candidate for the job posted.
- 14.07** In the event the successful applicant proves unsatisfactory to the Employer or Full Time Employee is unsatisfied during a trial period of up to fifty (50) working days or such longer period as may be mutually agreed upon, in writing, such employee shall be returned to his/her former position without loss of seniority. Any other employee promoted or transferred as a result of the re-arrangement of jobs but subsequently returned to his/her former position as aforesaid shall be returned to his/her former position without loss of seniority.
- 14.08** The Employer agrees, that within thirty (30) calendar days of a position becoming vacant, to notify the Union, in writing, if the vacancy is not to be filled.

## **ARTICLE 15 – LAYOFFS AND RECALLS**

- 15.01** In the event of the layoff of an employee, by the Employer, such employee shall be laid off and recalled in accordance with the provisions of Article 13 – Seniority.
- 15.02** No new employees or temporary employees will be hired by the Employer to fill any job classification within the bargaining unit set out in Schedule “A” attached hereto, until those laid off in the same job classification have been recalled or have been given an opportunity of re-employment.
- 15.03** The Employer shall notify employees, other than temporary employees, who are to be laid off ten (10) working days before the layoff is to be effective. If the employee laid off has not had the opportunity to work ten (10) full working days after notice of the layoff, he/she shall be paid in lieu of work for that part of the ten (10) working days during which work has not been made available to him/her. However, the provisions of this clause shall not bind the Employer in the event that it was not possible for it to give advance notice of the layoff in question or if the layoff itself has been occasioned as a result of an act of God or Crown in right of the Province of Ontario.

#### **15.04 *Layoffs, Recalls and Mergers***

In the event that the Employer should merge, amalgamate or combine any of its operations or functions with any other Municipality or organization, the Employer shall advise the Union as soon as possible recognizing that such notice may be delayed where confidentiality is initially required. At the time of notice, the Employer shall also provide the Union with all relevant available particulars pertaining to the merger.

Upon such notification, the Parties agree to meet to discuss potential impacts on the employees of the Bargaining Unit. These discussions shall include but are not limited to pertinent financial and staffing implications.

Where possible the Employer agrees that the event the Employer merges, amalgamates or combines any of its operations for functions with any other Municipality or organization, that it shall use its best efforts, to the extent that is within the control of the Township, to obtain an agreement that will preserve the following rights of its employees:

- a) Credit for all accumulated seniority rights to be carried into employment with a new Employer;
- b) Full service credits with respect to vacations with pay and all other negotiated benefits;
- c) That the work and services preformed by members of the Canadian Union of Public Employees Local 53-01 shall continue to be preformed by such members in the employ of the new Employer;
- d) That employees shall receive the better of their conditions of employment and wage rates under this agreement or the conditions of employment and wage rates obtained or in effect with the new Employer;
- e) That no employee shall suffer loss of employment as a result of such merger, amalgamation or combination of any of its operations or functions with any other Municipality or organization;
- f) That preference in location of employment in the service of the new Employer shall be on the basis of seniority.

## ARTICLE 16 – HOURS OF WORK

### 16.01 a) *Works Department*

The standard hours of work shall be eight (8) hours per day, exclusive of any unpaid meal period, forty (40) hours per week. The regular workweek shall be Monday to Friday. The regular workday shall be from 7:30 a.m. to 4:00 p.m., with one-half (1/2) hour off for lunch without pay.

### b) *Parks Department*

The standard hours of work shall be eight (8) hours per day, exclusive of any unpaid meal period, forty (40) hours per week. The regular workweek shall be Monday to Friday. The regular workday shall be from 7:30 a.m. to 4:00 p.m., with one-half (1/2) hour off for lunch without pay.

**16.02** All employees shall be permitted a fifteen (15) minute rest period during the first four (4) hours of work in a workday, and also during the second four (4) hours of work in a workday, with rest periods to be determined at the discretion of their immediate Supervisor. The parties agree that when employees take their fifteen (15) minute rest period in accordance with Article 16.02, the present practice of employees being allowed to use this time for whatever the employee deems necessary shall continue.

### 16.03 (A) *Night Patrol*

The Employer may institute a night patrol in accordance with the following principles:

- a) A night patrol, if scheduled, is to commence work at 11:00 p.m. on a Sunday and end work at 7:00 a.m. the following Monday and continue for a total period of five (5) working days such that the shift ends at 7:00 a.m. on Friday morning.
- b) Employees scheduled to work night patrol are obliged to work eight (8) straight hours, inclusive of a one-half (1/2) hour paid lunch period and no other breaks of a formal nature are to be provided.
- c) Night patrol work is to be carried out in a motor vehicle considered to be appropriate by the Employer.
- d) Night patrol work is to be distributed equally among the employees in the bargaining unit qualified to do the work, it being understood however, that working foremen shall not be required to work the night patrol rotation.

Night patrol will be scheduled on a volunteer basis; however, if there is not enough volunteers, Management will schedule in reverse order of seniority and on a rotating basis.

- e) The rate of pay applicable to employees scheduled to work on night patrol and while they are actually engaged in working on the night patrol shall be the rate of pay set forth in Schedule “A” for working foremen.
- f) Overtime is voluntary for employees who come off night patrol at 7:00 a.m.

**16.03 (B) Winter Patrol**

**1. POSTING**

- (a) The winter patrol person shall receive the working foreman’s rate of pay while performing patrol and any other duties after 4:00 p.m. to 7:30 a.m. during the normal workweek. This rate shall also apply on weekends and holidays.
- (b) Those employees performing winter patrol shall be paid for a minimum three (3) hour call out. It is understood that while on patrol, the employee will complete the patrol route assigned by Management unless weather conditions dictate variations in the route.
- (c) When employees performing winter patrol receive additional callouts, these hours can be banked up to a total of forty (40) hours at the working foreman’s rate of pay. A maximum of three (3) hours per callout can be banked.
- (d) The Union agrees that the winter patrol will be mandatory for heavy equipment operators and operators and each employee will take a minimum of one (1) week patrol each winter season
- (e) Call outs will be based on a rotational basis following the call-out list. A refusal shall be deemed as a call out. The call-out list shall be used during the winter patrol schedule.

**2. RATE OF PAY**

The rate of pay shall be the Working Foreman rate. Double time shall be paid on Sundays and Holidays.

**3. DURATION OF PATROL AND CALL OUT**

Road patrols will be for a two (2) hour duration.

On Weekdays, checks are to start at 3:00 a.m. or earlier if weather dictates and approved by Management. Additional patrols on weekends to be done later in the day if necessary and only if approved by Management.

If winter maintenance is required, the following governs:

**3.1** Plows to be on road by 5:00 a.m.

**3.2** Sanders, if required, have a two (2) hour lag. (May be called at same time as plows, but do not start at same time.)

**4. *ALTERNATIVE PATROL PROCEDURES***

With the consent of Union and Management, alternative procedures may be established for the scheduling, operation and call out for Night Patrols, without amendment to this Agreement. A Committee of Union and Management shall be established to review this.

**5. *STANDBY PAY WHILE ON WINTER PATROL***

An employee designated to Standby duty during other than normal hours of work will receive two hundred eighty dollars (\$280) per week standby pay. This will include any weeks where a statutory holiday (s) will occur. An employee must make every reasonable effort to be available to respond to a call.

**16.03 (C) *Summer Emergency Call Out***

Standby Pay While on Summer Emergency Call Out

When necessary, the employer will call for volunteers for Summer Emergency Call Out duty. Such duty shall be equally distributed among those who volunteer.

An employee designated to Standby duty during other than normal hours of work will receive two hundred eighty dollars (\$280) per week standby pay. This will include any weeks where a statutory holiday(s) will occur. An employee must make every reasonable effort to be available to respond to a call.

**ARTICLE 17 – OVERTIME PAYMENT**

**17.01** All hours worked in excess of the normal eight (8) hour work day, or the normal forty (40) hour work week, or on a Saturday shall be considered as overtime and shall be paid for at the rate of time and one-half (1 ½) except that work performed on specified holidays or Sunday (other than work on a regularly scheduled night patrol) shall be paid for at the rate of double time (x2) the basic rate plus holiday pay equal to one (1) normal day's pay. It is expressly agreed that there is no guarantee by the Employer of any work in excess of the normal forty (40) hour workweek or on specified holidays or on a Saturday or Sunday regardless of whether or not the employee has in fact worked the normal eight (8) hour workday, or the normal forty (40) hour work week.

**17.02** Employees shall not be required to layoff during regular hours to equalize any overtime worked. Overtime and call-back time shall be divided, where possible, equally among the employees who are willing and qualified to perform the work that is available.

Union and Management agree to keep a record of all overtime worked as well as times overtime offered to workers but refused. Refusal would be logged and number of hours applied based on hours worked by men/women on the particular call out.

Due to privacy concerns in the Privacy Act, the Township can no longer post overtime hour totals. The Township requests any reference to posting overtime hours being deleted from this Article. The Township will keep track of the overtime and inform each employee of their overtime totals monthly.

**17.03** Overtime rates will not apply for the first fifteen (15) minutes following termination of the regular working day. Should overtime exceed fifteen (15) minutes, overtime payment shall be retroactive to the commencement of the overtime period.

**17.04** Employees who report late for workdays shall not be deducted any pay for a period of less than fifteen (15) minutes. Pay will be deducted for a period of lateness of fifteen (15) minutes or more of the actual time missed.

**17.05** An employee who is called, by the Employer, to work in an emergency as determined by the Employer and is required to work outside his/her regular working hours shall be paid for a minimum of three (3) hours at the overtime rate provided that this Article 17.05 does not relate to work performed immediately preceding or following a regular work day for which such overtime work shall be paid for on the basis of the actual time worked in accordance with the overtime pay provisions hereof.

**17.06** An employee who is called, by the Employer, to work in an emergency, as determined by the Employer, on weekends and any statutory holidays shall be paid for fifteen (15) minutes travel time. This shall not include the winter patrol person.

**17.07** Temporary employees or persons on the probationary period, shall be entitled to overtime payment for any overtime work in accordance with the provisions hereof. It is understood that temporary employees will not receive overtime opportunities unless all Full Time and probationary employees are unavailable.

**17.08** Standard hours of work, as outlined in this Agreement, are stated only for calculating overtime and shall not be construed as a guarantee of any minimum or maximum hours to be worked.

**17.09** Any work performed immediately preceding or following the standard hours of work on a specified holiday shall be paid at the rate of time and one-half (1½) times the base pay rate and no other pay rate shall apply.

**17.10** Instead of being paid for overtime hours worked, an employee shall have the option to accumulate to a maximum of ninety (90) hours such overtime hours worked and upon agreement of the parties, instead of being paid at overtime rates for such hours, shall have the equivalent time off at a mutually agreeable time, provided that the earned time is taken in the calendar year, except under special request approved by the department head and such request shall not be unreasonably denied.

**17.11** Employee will have the ability to determine how much overtime will be banked each pay period, with the maximum allowable bank time being ninety (90) hours between October 31 to April 30 of the following year.

## **ARTICLE 18 – SPECIFIED HOLIDAYS**

**18.01** Each employee who has completed sixty (60) days or more of continuous service is entitled to twelve (12) specified holidays regardless of the day on which the holiday occurs.

**18.02** The holidays to which this will apply are:

New Years Day	Good Friday
Easter Monday	Victoria Day
Canada Day	Civic Holiday
Labour Day	Thanksgiving Day
Christmas Day	Family Day
Floater	
Boxing Day	
National Day for Truth and Reconciliation	

Any other day proclaimed as a holiday by the Federal, Provincial or the Municipal Government.

The last four (4) hours on the employees last regularly scheduled day or shift prior to Christmas Day and New Years Day.

The floater shall be taken on a day to be agreed mutually between the employee and the Employer.

**18.03** In order to qualify for payment for specified holidays, an employee must work his/her scheduled working day immediately prior to and immediately following the holiday, providing the employee has worked five (5) or more days in the pay period in which a holiday falls, except for:

- i)** absence on either or both of the qualifying working days with the prior written permission of the Employer; or
- ii)** due to illness verified by a doctor's certificate.

- 18.04** An employee who is absent on a specified holiday for which he/she is scheduled to work shall forfeit the holiday pay unless such absence is due to illness's certified by a doctor's certificate, or is due to any other legitimate reason beyond the control of the employee if he/she so notifies the Employer.
- 18.05** In the event of a specified holiday falling within an employee's vacation period, such employee shall be granted an additional days vacation at a time mutually agreed upon.
- 18.06** When any of the above-noted holidays falls on a Saturday or Sunday and is not declared or proclaimed as being observed on some other day, the following Monday (or Tuesday, where the preceding Monday is declared or proclaimed a holiday) shall be deemed to be the holiday for the purposes of this Agreement.

## **ARTICLE 19 – VACATIONS**

- 19.01** For the purposes of calculating and receiving vacations, the vacation year shall be the calendar year, January 1st to December 31st, of every year.
- 19.02** Entitlement for vacation will accrue on a pro-rated basis from hire or anniversary date. The days will be calculated in half month's increments.
- 1) Less than six (6) years – three (3) weeks (1<sup>st</sup> year's entitlement pro-rated based on hire date)
  - 2) Not less than six (6) years but less than thirteen (13) years – four (4) weeks (1<sup>st</sup> year added week pro-rated)
  - 3) Not less than thirteen (13) years but less than twenty (20) years – five (5) weeks (1<sup>st</sup> year added week pro-rated)
  - 4) Not less than twenty (20) years – six (6) weeks (1<sup>st</sup> year added week pro-rated)
- 19.03** Employees shall be entitled to consecutive weeks vacation calculated in accordance with the vacation entitlement established in Article 19 at any time during the vacation year unless, in the reasonable opinion of the Employer, the efficient operation of its affairs cannot be maintained in which case the vacation period shall be rescheduled at a mutually agreeable time between the employee and the Employer.
- 19.04** Vacations must be taken within the twelve (12) month period following the January 1st eligibility date and shall not be accumulated except that, upon written application of an employee, under special circumstances a maximum of one (1) weeks' vacation may be deferred to the following year provided the approval of the Employer is first obtained. Any such deferred vacation must be taken within the year following the request.



**19.05** Vacations will be scheduled at such time of the year as is found most suitable considering both the wishes of the employee and the Employer, having regard to the efficient operations of the Employer. They will be scheduled no later than May 1st in each year in such manner as to provide a fair distribution of the number of employees absent at any one (1) time and the vacations scheduled shall not be changed unless mutually agreed to by the employee and the Employer.

**19.06** Employees with the greater seniority shall have the first choice of vacation dates provided that they indicate their preference to the Employer before April 1st, in order that the vacation schedule may be posted by May 1st.

**19.07 *On Termination***

- a) an employee with less than one (1) year of continuous service as of December 31st, of the prior calendar year, shall have vacation pay calculated at four percent (4%) of earnings; and,
- b) vacation pay for temporary or probationary employees shall be four percent (4%) of earnings; and,
- c) an employee with more than one (1) year of continuous service as at December 31st, of the prior calendar year, shall be entitled to a pro-rata vacation entitlement calculated by taking the ratio of the number of weeks actually worked prior to termination to the number fifty-two (52) and applying such ratio to an employee's entitlement as set out in Article 19.02.
- d) It is understood that in the event that an employee has not been paid his/her vacation entitlement at the time of termination he/she shall be entitled to such entitlement as calculated in c) above.
- e) It is understood further however, that if an employee has been paid his/her vacation entitlement prior to termination and such payment was in excess of what such employee is entitled to, in accordance with the calculation of c) above, then the Employer shall be entitled to recover from any final payment due to such employee or from any sick leave credit due to such employee or any overpayment made for unearned vacation entitlement.

**19.08** Vacation pay shall be at the rate effective immediately prior to the vacation period. Vacation pay for temporary or probationary employees shall be calculated and paid at the same time as normal pay is calculated and paid.

**19.09** Sick leave may be substituted for vacation entitlement where it can be established by the employee to the satisfaction of the Employer that an illness or accident occurred while on vacation.

**19.10** It is understood and agreed that all vacation time earned while working in the Parks department will be taken while working in Parks; all vacation time earned while working in the Works department will be taken while working in the Works department.

## **ARTICLE 20 – SICK LEAVE**

**20.01** Sick leave is provided for in Appendix A attached to and forming part of this Collective Agreement.

**20.02** An employee is entitled to a maximum of five (5) days sick time per calendar year and another three (3) days at the discretion of the supervisor. No sick notes are required. Short term disability goes into effect the day a doctor’s note is written advising that the Employee will be off sick for more than five (5) days. The Township reserves the right to ask for a note.

### **20.03 *Family Leave Days***

Five (5) Family leave days will be allowed for the following reasons: doctors’ and dentist appointments, sickness at home or in the hospital for the immediate family relatives. For the purpose of Article 20:03 immediate family members shall include: wife, husband, common-law spouse, child, stepchild, mother, father, father-in-law, mother-in-law, sister, brother or grandparent of the employee. The Employee’s doctors and dentist appointments shall be considered family leave. Family leave can be taken in increments of one (1) hour. The Township reserves the right to request a note.

### ***Special Leave***

Employees shall be allowed leave of absence with pay and without loss of seniority and benefits for the following reasons:

<b><u>Reason</u></b>	<b><u>Leave of Absence</u></b>
Serious fire or flood in employee’s household	Up to two (2) days per year
Formal hearing to become a Canadian citizen	One (1) day
Illness of spouse or children where no one else is home to care for them.	Two (2) days per year

## ARTICLE 21 – LEAVE OF ABSENCE

- 21.01** Leave of absence with pay and without loss of seniority shall be granted upon request by the Employer to employees elected or appointed to represent the Union or any member thereof in order to carry on negotiations as part of the Union Committee with the Employer or with respect to a grievance.
- 21.02** Leave of absence without pay and without loss of seniority may be granted upon request by the Employer to employees requesting such leave for good and sufficient cause as determined by the Employer. Such request shall be in writing and shall be approved by the Employer prior to the leave of absence being effective.
- 21.03** An employee shall be granted time off for bereavement leave upon notification to Director of Public Works without loss of pay according to the schedule below following the date of death for attendance at or arranging for the funeral of:
- i)** an employee's spouse, common-law spouse, father, stepfather, mother, stepmother, son, stepson, daughter, stepdaughter or stepchildren, up to five (5) consecutive working days;
  - ii)** a father-in-law, mother-in-law, sister, stepsister, brother, stepbrother, grandchild or step grandchild up to three (3) consecutive working days;
  - iii)** an employee's grandmother, step grandmother, grandfather, step grandfather, son-in-law, daughter-in-law, sister-in-law, brother-in-law up to two (2) working days;
  - iv)** an additional two (2) days traveling time without pay may be granted by the Director of Public Works to permit the employee to attend a funeral in the family that is to be held at a distant point;
  - v)** one (1) day's leave shall be granted without loss of salary or wages to attend a funeral of an aunt, uncle, niece and nephew or as a pallbearer.
- 21.04** The Employer shall grant a leave of absence without loss of seniority to the employee required to serve as a juror or witness in any court. Such leave shall not constitute a break in service for the calculation of seniority or sick leave credit. Upon completion of such jury or witness service, each employee shall present to his/her immediate Supervisor a certificate satisfactory to the Employer showing the period of such service. Each such employee will be paid in full salary or wage for the period of such jury or witness service provided he/she shall deposit with the Administrator of the Employer the full amount of compensation received, excluding mileage and traveling expenses, and an official receipt therefore.

### **21.05 *Leave of Absence for Union Functions***

Upon request to the Employer, an employee elected or appointed to represent the Union at Conventions shall be allowed leave of absence without pay and benefits. Leave of absence without pay, but without loss of benefits, shall be allowed employees to attend Executive and Committee meetings of CUPE, its affiliated or chartered bodies and any labour organizations with which the Union is affiliated, provided that no more than two (2) employees are affected and maximum total of sixteen (16) days.

**21.06** A leave of one (1) day, without loss of pay, shall be granted to a parent to attend the birth of his child.

#### ***Parental Leave***

An employee who is the parent of the child or legal guardian shall be entitled to a leave, without pay, as provided for in the Ontario Employment Standards Act, following the birth of the child or the coming of the child into custody, care and control of a parent for the first time. If an employee has not applied for Pregnancy/Parental Leave, the employee must provide the C.A.E. with a written notification at least two (2) weeks in advance of the start date of the leave to the best of their ability.

## **ARTICLE 22 – PAYMENT OF WAGES**

**22.01** The Employer shall pay salaries and wages bi-weekly every other Friday in accordance with Schedule “A” attached hereto and forming part of this Agreement and shall deliver such pay cheques to employees on the immediately preceding Thursday. On each payday each employee shall be provided with an itemized statement of his/her wages and deductions in accordance with the requirements of the *Income Tax Act*, R.S.O., 1980, Chapter 213, as amended.

**22.02** The principle of equal pay for equal work shall apply, regardless of sex.

**22.03** Employees required to use their own vehicles on behalf of the Employer’s business shall be paid mileage allowance equal to the Township rate and to be increased in accordance with the Township policy.

**22.04** Where an employee is detailed to relieve in a position of higher rating, for more than four (4) consecutive hours, he/she shall receive the rate of pay for the position for which he/she was relieving for the full period of relief.

## ARTICLE 23 – HEALTH BENEFITS

**23.01** The Employer recognizes that all employees must participate in the Canada Pension Plan in accordance with the relevant laws in this regard. All employees must participate in the Ontario Municipal Employees' Retirement System Plan. Temporary or probationary employees are not eligible for participation in the said Plan. Contributions to the Plan shall be in accordance with the provisions of the Ontario Municipal Employees' Retirement System Act, R.S.O., 1980, c.348, as amended, and the regulations there under.

Coverage of early retirees of the Township of Uxbridge with twenty (20) or more years of continuous service with the Township of Uxbridge immediately prior to retirement, who are sixty (60) years of age or older, or who have reached fifty-five (55) years of age, with twenty-five (25) years of continuous service with the Township of Uxbridge immediately prior to retirement, and who takes an unreduced pension, is to include individual current extended health care and dental coverage. If the retiree requires family status coverage the retiree has the option to purchase family coverage by paying the Township of Uxbridge the added premium, in advance, semi-annually.

**23.02** The Employer shall bear one hundred percent (100%) of the premium cost of the Ontario Health Insurance Plan and shall bear one hundred percent (100%) of the premium cost of an Extended Health Benefits Plan including Vision Care of five hundred dollars (\$500) every twenty-four (24) months.

This coverage can also be used towards the cost of laser surgery.

The Extended Health Benefits Plan will now include that any drug prescriptions must be filled in the generic form if available unless otherwise specified by a physician.

The Employer shall pay one hundred percent (100%) of the cost of a Dental Plan including coverage for root canal work. The Plan shall operate on the current O.D.A. rate.

Effective July 1, 2004, Level I & II basic coverage shall have a yearly maximum of two thousand five hundred dollars (\$2500.00).

The **Dental Plan** shall include caps, crowns, bridges, dental implants and dentures. Said caps, crowns, bridges and dentures shall have a yearly maximum of three thousand dollars (\$3,000.00) with a 50-50 co-insurance where it exists.

The **Dental Plan** shall include orthodontic coverage for dependent children, with a maximum coverage of a fifty percent (50%) payment by the Plan and a lifetime total maximum of four thousand dollars (\$4,000.00). The Plan shall include that dental check-ups be every nine (9) months.

**Lenses** - When the prescription for lenses is changed before two (2) year period is finished, one (1) set of lenses can be purchased for children.

**Hearing Aide** coverage shall include one thousand two hundred dollars (\$1200.00) every two (2) years. This includes batteries.

**Professional Services including Physiotherapy** – maximum of eight hundred dollars (\$800.00) per paramedical service per year.

There shall be no deductibles applied to Article 23.02.

**23.03** The employees shall be entitled to participate in a Group Life and Accidental and Dismemberment Insurance Policy established by the Employer for which the Employer shall pay one hundred percent (100%) of the premium cost for the Policy. The Life Insurance Policy shall provide coverage in accordance with the terms of such policy, in the amount of two (2) times the salary of the employee.

**23.04** It is understood and agreed that the Employer’s obligation under the provisions of this Article is to pay premiums as provided for herein and that nothing in this Agreement shall be read or construed so as to cause the Employer to be considered as an Insurer or liable to pay any of the benefits provided for in the above mentioned policies of insurance.

**23.05** It is understood and agreed that if the Union, on behalf of its members, or the Employer, has a concern about the service provided by any Insurance carrier with whom insurance is placed under the provisions of this clause, the parties shall meet to consider methods of resolving such concerns. Upon the mutual agreement of the parties any Insurance carrier may be changed by giving notice in accordance with the provisions of any policy of Insurance in force under the provisions of this clause.

**23.06** The Township shall provide Survivor Benefits under the Township’s Group Insurance Plan for up to one (1) year following the date of death of an employee if that employee had at least five (5) years of continuous service with the Municipality. This benefit shall cease if the survivor becomes enrolled in a new benefit package or remarries.

## **ARTICLE 24 – CLOTHING AND EQUIPMENT**

**24.01** The Employer agrees to provide suitable gloves, safety rubber boots, safety hats, rain suits and coveralls for all employees when conditions require their use.

**24.02** The Employer agrees to pay each employee the sum of two hundred and fifty dollars (\$250.00) per year, for each year of the Collective Agreement towards the cost of such employee purchasing safety boots or shoes. Any employee so reimbursed must, as a condition of continuing employment with the Employer, wear such safety boots or shoes at all times other than when conditions require safety rubber boots to be worn by the employee affected.

April 1, 2023 - \$275.00

April 1, 2024 - \$300.00

**24.03** The Employer agrees to provide employees branded safety clothing to a maximum value of three hundred dollars (\$300.00) per year for each year of the Collective Agreement. The employer agrees to pay each employee fifty dollars (\$50.00) per year to purchase appropriate work pants.

## **ARTICLE 25 – PRESENT CONDITIONS AND BENEFITS**

**25.01** All rights, benefits, privileges and working conditions which employees now enjoy, receive or possess as employees of the Employer shall continue to be enjoyed and possessed insofar as they might be inconsistent with the provisions of this Agreement but may be modified by mutual agreement between the Employer and the Union.

## **ARTICLE 26 – GENERAL**

**26.01** The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and their respective rights and duties there under. For this purpose, the Employer shall print sufficient copies of this Agreement, within thirty (30) days of execution of same, and will supply them to the employees.

**26.02** Whenever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used where the context requires it.

**26.03** The Employer will provide bulletin boards in areas mutually agreed upon for the purpose of posting notices regarding meetings and other matters restricted to Union activity, provided before posting such notices are signed by an Officer of the Union and provided further, that no such posted notices relate to political, civic or personal matters.

**26.04** Proper washroom and locker facilities shall be provided by the Employer.

**26.05** Persons employed by the Employer whose jobs are outside the bargaining unit shall not work on any jobs which are included in the bargaining unit except for the purposes of instruction, experimentation or in emergencies where employees are not available and provided that the act of performing the aforementioned operation in itself does not reduce the hours of work or pay of any employee.

**26.06** It is mutually agreed that both parties will co-operate to the fullest extent in the prevention of accidents and with such promotion of safety and health as legislated.

**26.07** No employee shall be laid off due to contracting out of bargaining-unit work.

**26.08** The Employer and employees agree that training courses, which better qualify employees to perform their job, should be encouraged. The Employer agrees to pay the cost of Employer initiated training courses, or employee initiated courses which are approved in advance by the Employer, in its sole discretion, and successfully completed by the

employee. When a number of equally qualified employees apply, the qualified applicant(s) with the most seniority will take the course or courses.

**26.09** The Employer agrees to pay the cost of personal medical examinations for the renewal of AZ and DZ licenses or such other medicals requested by the Employer which may be required for work related reasons.

**26.10 *Tool Allowance***

The Township of Uxbridge agrees to insure the mechanic's personal tools and replace any tool that is broken or stolen. This condition applies as long as the tools are being stored in a Township building(s) for the use in the repair of Township vehicles, apparatus and/or any related parts. The Employer agrees to pay each licensed mechanic the sum of five hundred dollars (\$500.00) per year as a tool allowance.

**26.11 *Drivers' Abstract***

The Employer may request access to an employee's driver's abstracts and shall pay for such costs.



**ARTICLE 27 – TERM OF AGREEMENT**

**27.01** This Agreement shall be binding and remain in effect from the date of execution by both parties for a period of three (3) years from April 1<sup>st</sup>, 2022 to March 31<sup>st</sup>, 2025 and thereafter it shall be automatically continued from year to year unless either party hereto gives to the other party, in writing, at least two (2) months prior to termination that it desires its termination or amendment.

**27.02** The Employer and the Union hereby agree that the previous Collective Bargaining Agreement including Schedule “A” attached hereto effective April 1st, 2019 is hereby terminated effective March 31st, 2021 and is replaced in its entirety with this Agreement effective April 1st, 2022.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**Canadian Union of Public Employees and  
its Local 53**

**Corporation of the Township of Uxbridge**

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## SCHEDULE “A”

Attached to and forming part of the Collective Bargaining Agreement between the Corporation of the Township of Uxbridge and The Canadian Union of Public Employees as of and from the 1st day of April 2022.

<b>Job Classification</b>	<b>Step</b>	<b>Effective April 1, 2021 (1.75%)</b>	<b>Effective April 1, 2022 (1.5%)</b>	<b>Effective April 1, 2023 (1.5%)</b>	<b>Effective April 1, 2024 (1.5%)</b>
<b>Mechanic</b>	Probation Rate	\$33.81	\$34.60	\$35.40	\$36.47
	3 Month Rate	\$34.81	\$35.60	\$36.40	\$37.47
	15 Month Rate	\$35.81	\$36.60	\$37.40	\$38.47
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<b>Parks Working Foreman</b>	Probation Rate	\$33.81	\$34.60	\$35.40	\$36.47
	3 Month Rate	\$34.81	\$35.60	\$36.40	\$37.47
	15 Month Rate	\$35.81	\$36.60	\$37.40	\$38.47
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<b>Working Foreman</b>	Probation Rate	\$33.81	\$34.60	\$35.40	\$36.47
	3 Month Rate	\$34.81	\$35.60	\$36.40	\$37.47
	15 Month Rate	\$35.81	\$36.60	\$37.40	\$38.47
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<b>Equipment Operator</b> (Grader, Gradall Backhoe, Street Sweeper, Tiger Mower, Equipment)	Probation Rate	\$29.11	\$29.93	\$30.65	\$31.66
	3 Month Rate	\$30.16	\$30.93	\$31.65	\$32.66
	15 Month Rate	\$31.21	\$31.93	\$32.66	\$33.66
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<b>Parks Attendant</b>	Probation Rate	\$26.14	\$26.92	\$27.60	\$28.56
	3 Month Rate	\$27.19	\$27.92	\$28.60	\$29.56
	15 Month Rate	\$28.24	\$28.92	\$29.60	\$30.56
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<b>Skilled Labourer</b>	Probation Rate	\$22.04	\$22.75	\$23.37	\$24.26
	3 Month Rate	\$23.08	\$23.75	\$24.37	\$25.26
	15 Month Rate	\$24.13	\$24.75	\$25.37	\$26.26
<b>Unskilled Labourer</b>	Probation Rate	\$18.29	\$18.95	\$19.52	\$20.35
	3 Month Rate	\$19.34	\$19.95	\$20.52	\$21.35
	15 Month Rate	\$20.39	\$20.95	\$21.52	\$22.35
<b>Gardener</b>	Probation Rate	\$22.04	\$22.75	\$23.37	\$24.26
	3 Month Rate	\$23.08	\$23.75	\$24.37	\$25.26
	15 Month Rate	\$24.13	\$24.75	\$25.37	\$26.26

**\*A premium of one dollar (\$1.00) per hour shall be given to the following Operators when running the following equipment: Grader, Street Sweeper, Tiger Mower**

**\*A premium of three dollars (\$3.00) per hour shall be given to the following Operators when running the following equipment: Backhoe and Gradall**

**LETTER OF UNDERSTANDING**

**between**

**Canadian Union of Public Employees  
and its Local 53**

**and**

**Corporation of the Township of Uxbridge**

**Re: Hours of Work and Highway Traffic Act**

The parties recognize and agree that employees' hours of work, particularly in regard to the distribution of overtime, may be affected by the Highway Traffic Act.

The parties also agree that any disagreements relating to this Letter of Understanding may be addressed in Labour Management meetings and/or the grievance procedure.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**Canadian Union of Public Employees and  
its Local 53**

**Corporation of the Township of Uxbridge**

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**LETTER OF UNDERSTANDING**

**between**

**Canadian Union of Public Employees  
and its Local 53**

**and**

**Corporation of the Township of Uxbridge**

**Re: Legal Counsel**

The Employer confirms that should legal action be initiated against an employee while in the performance of their assigned duties while at work, the employee shall be represented by the legal counsel for the Township in the Defence against such legal action.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**Canadian Union of Public Employees and  
its Local 53**

**Corporation of the Township of Uxbridge**

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**LETTER OF UNDERSTANDING**

**between**

**Canadian Union of Public Employees  
and its Local 53**

**and**

**Corporation of the Township of Uxbridge**

**Re: Summer Hours – Works Department**

Summer hours will be four (4) – ten (10) hour days, and are mandatory for Works employees. The Township reserves the right to schedule two (2) employees to work Fridays. Employees that work Fridays will be given the previous Monday off. Summer hours will take effect starting the first full week in July and continue to the Friday before Labour Day with the exception of the week that the Civic Holiday in August falls. The four (4) days following the Civic Holiday in August will be four (4) – eight (8) hour days. Summer hours are offered to Works Department employees only.

**Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2022.**

**Canadian Union of Public Employees and  
its Local 53**

**Corporation of the Township of Uxbridge**

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**LETTER OF UNDERSTANDING**

**between**

**Canadian Union of Public Employees  
and its Local 53**

**and**

**Corporation of the Township of Uxbridge**

**Re: Video Surveillance**

Whereas, for security reasons, the Township of Uxbridge has installed video surveillance cameras in the workplace;

It is understood and agreed that the Township of Uxbridge will only use this video surveillance under the following conditions:

1. The video surveillance will not be used to monitor staff.
2. Cameras will not be placed in any area where there is a reasonable expectation of privacy.
3. The Township will inform the Union of the location of all video cameras.
4. The Township agrees that if they choose to install additional cameras or change the location of any cameras, they will inform the Union prior to doing so.
5. Any disputes relating to this Agreement may be taken up in the grievance procedure.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**Canadian Union of Public Employees and  
its Local 53**

**Corporation of the Township of Uxbridge**

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## APPENDIX “A”

### SHORT-TERM AND INSURED LONG-TERM DISABILITY

The Township shall maintain a self-insured non-occupational, (off the job) Short-Term Disability Benefit. Disabilities incurred on the job are covered by Workers’ Safety and Insurance Board Benefits, as outlined on the next page, would commence on the 1st day of disability due to accident or sickness and would be payable for up to seventeen (17) weeks.

All employees, regardless of their length of service, will have 1st day equitable Short Term Disability coverage for up to seventeen (17) weeks for every unrelated sickness or accident.

<b><u>Length of Service</u></b>	<b><u>100% of Salary</u></b>	<b><u>75% of Salary</u></b>
Less than 1 year	1 week	16 weeks
1 year but less than 2 years	2 weeks	15 weeks
2 years but less than 3 years	3 weeks	14 weeks
3 years but less than 4 years	4 weeks	13 weeks
4 years but less than 5 years	5 weeks	12 weeks
5 years but less than 6 years	7 weeks	10 weeks
6 years but less than 7 years	9 weeks	8 weeks
7 years but less than 8 years	11 weeks	6 weeks
8 years but less than 9 years	13 weeks	4 weeks
Over 9 years	17 weeks	0 weeks

#### NOTE:

1. Each employee’s allotment of one hundred percent (100%) weeks is credited on their length of service, and as such, is automatically reinstated and/or increased each year on their employment anniversary date. An employee collecting disability benefits on their anniversary date, due to an illness or accident that commenced prior to this date, would not be entitled to any such reinstatement or benefit improvement until he/she returns to work on a full-time basis.
2. If an employee runs out of one hundred percent (100%) weeks, there will always be up to seventeen (17) weeks of disability coverage at seventy-five percent (75%) of earnings for every unrelated disability due to accident or sickness. A related disability would be considered an unrelated disability if an employee returns to work on a full-time basis for at least twenty (20) working days.

As a cost containment measure, and to prevent potential abuse, the following stipulations would apply to the self-insured disability benefit:



**a) Proof of Illness**

As per Article 20.02 of the present Collective Agreement.

**b) Uncertified Absence**

More than five (5) days of accumulated uncertified absence, within the calendar year, shall be charged as sick leave without pay.

**c) Progress Report re: Illness**

In any case of prolonged illness, the employee shall submit such periodic reports on his/her condition as the Township may require.

- d)** The Township, upon suspecting abuse would, at its discretion, have the right to have any employee examined by a Township appointed physician. Any dispute between the employee's physician and the Township's physician would be settled by a mutually acceptable independent physician at Employer's cost.

In conjunction with the Short-Term Disability Benefit, the Township maintains a twenty-four (24) hour insured Long-Term Disability Benefit. A benefit level of sixty-six and two thirds percent (66-2/3%) of monthly earnings to a non-medical maximum of five thousand and six hundred dollars to six thousand dollars (\$5,600.00/6,000) maximum in accordance with Manulife Policy would be payable to the earlier of retirement or age sixty five (65). Benefits would commence after a waiting period of seventeen (17) weeks, (when Short-Term Disability Benefits terminate). Please refer to the attached Manulife L.T.D. contractual pages for complete details.

## **LONG-TERM DISABILITY**

### **Benefit**

The Income Benefit is payable to the employee as long as he/she remains totally disabled after the elimination period; but, no longer than the maximum benefit period as stated in the Schedule of Benefits. Benefit payments will be made monthly.

### **Disability Defined**

Total Disability is, as a result of injury or sickness, the complete inability of the employee to perform all the material and substantial duties of his/her job in a usual and customary manner during the elimination period and the next twenty-four (24) months. Thereafter, it is the complete inability of the employee to work at any gainful employment for which he/she is fitted based on education, training or experience.

The employee must be under the regular care and attendance of a legally qualified physician during the period of disability. With regard to mental illness, the employee must be under the care of a physician legally certified to practice as a psychiatrist/psychologist or licensed therapist or General Practitioner.

To be entitled to benefits the employee must be receiving regular and ongoing care appropriate for their disabling condition.

### **Recurrent Disability**

If the employee recovers from a total disability during the elimination period and becomes disabled again due to the same or related cause as the previous disability, the subsequent periods of disability will be considered a continuation of the first period of disability, as long as the employee has not returned to full-time active work for more than fifteen (15) days in total during the initial elimination period. The returns to work will be counted in satisfying the elimination period. After the termination of insurance, a recurrence of a disability due to the same or related cause which first occurred while insured will be considered a continuation of the previous period of disability, provided that the two (2) periods of disability are not separated by more than six (6) months.

### **Waiver Premium**

Premiums which fall due, during continuing disability, will be waived commencing with the first premium which falls due after benefits have been payable for one (1) month. Premium due prior to this time in respect of the disabled employee must be paid.

### **Co-ordination of Benefits**

Partial offset (excluding secondary CPP/QPP benefits) plus “Proradon Any Other Source” means:

- a) disability benefits for which the employee is eligible under the Canada or Quebec Pension Plan, including dependent benefits payable to the employee, but excluding cost of living increases made after L.T.D. payments commence
- b) benefits for which the employee is eligible under the Workers’ Compensation or similar law
- c) earnings or payments from any Employer program but excluding fifty percent (50%) of the remuneration from a rehabilitative approved by Manulife
- d) disability benefits payable under any group insurance, or pension plan available through employment or through membership in a professional association
- e) retirement benefits payable under any retirement plan available through employment
- f) disability or loss-of-time benefits payable under any No-Fault Automobile or similar law

- g) periodic payments provided under any other government plan or law or by any other government agency which commence on or after the total disability for which benefits are payable under this Plan.

The amount of disability benefit payable to the employee is the income benefit reduced by a) and b) above, excluding CPP/QPP dependent benefits payable to the employee. The disability income payment will be adjusted further to the extent that the payment plus “any other source” exceeds:

- a) eighty-five percent (85%) of the net pre-disability earnings, if the disability income payment is not taxable; or,
- b) eighty-five percent (85%) of the gross pre-disability earnings, if the disability income payment is taxable. The payment is also subject to the rehabilitation provision.

### **Rehabilitation**

If an employee who is receiving disability income payments, under this Plan, enters into a rehabilitation program supervised by a physician and approved by Manulife, total disability will be considered to continue while the employee participates in the program up to twenty-four (24) months after the program starts.

During participation in the rehabilitation program, the disability income payment will be adjusted to the extent that the disability income payment plus “any other source”, modified to include one hundred percent (100%) of the remuneration from the rehabilitative program, exceeds: a) one hundred percent (100%) of net pre-disability earnings, if the disability income payment is not taxable, or b) one hundred percent (100%) of gross pre-disability earnings if the disability income payment is taxable.

### **Exclusions and Limitations**

Benefits will not be payable if total disability results directly or indirectly from any of the following:

- intentionally self-inflicted injury, while sane or insane
- insurrection or war, whether declared or not
- participation in a riot or civil commotion
- committing or attempting to commit or provoking an assault
- committing or attempting to commit or provoking a criminal offence.
- \* - pregnancy during the following periods:
  - a) the period commencing with the tenth (10<sup>th</sup>) week prior to the expected week of maternity confinement and ending with the sixth (6<sup>th</sup>) week after such confinement

- b) any period of maternity leave taken or required to be taken in accordance with any law
- c) any period of maternity leave taken by Agreement with the Employer
- d) any period for which maternity benefits are paid under *The Unemployment Insurance Act*.

\* Pregnancy related disabilities are not an exclusion under the Long Term Disability contract with the exception of payment periods as listed above

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