

COLLECTIVE AGREEMENT

B E T W E E N:

**THE CORPORATION OF THE TOWN OF
MISSISSIPPI MILLS
(*the "Employer"*)**

- and -



**THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 4277
(*the "Union"*)**

Expiry : March 31, 2011

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ARTICLE 1 - PREAMBLE

1.01 Preamble

It is the purpose of both parties to this Agreement:

- (1) To maintain the existing harmonious relations between the Employer, the Union and employees.
- (2) To recognize the mutual value of joint discussions and negotiations in matters pertaining to working conditions, employment, and to provide an amicable method of settling any differences or grievances which might possibly arise.

ARTICLE 2 - RECOGNITION

2.01 The Employer recognizes the Union as the sole bargaining agent for all employees of the Corporation of the Town of Mississippi Mills, save and except office, clerical, supervisors, persons above the rank of supervisor, students employed during the school vacation periods, day care teachers, teachers' assistants and supply teachers.

2.02 The Bookkeeper and Needs Tester employed at the day care are considered to be office and clerical persons for the purposes of Article 2.01.

2.03 Work of the Bargaining Unit

Persons whose jobs are not in the bargaining unit shall not perform bargaining unit work which would directly result in the layoff or reduction in the regular hours of work of a bargaining unit employee.

2.04 No Other Agreements

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

2.05 Full-time employees, for purposes of this Agreement, are those who regularly work more than twenty-eight (28) hours per week.

2.06 Part-time employees, for the purposes of this Agreement, are those employees who regularly work twenty-eight (28) hours or less per week.

2.07 Casual employees are those who work on an as-needed basis and may be pre-scheduled to work.

2.08 Temporary employees are those employees who are hired for a specific period of time not to exceed twelve (12) months to replace an employee on an approved leave of absence, absence due to WSIB, disability, sick leave, long-term disability, or to perform a special non-recurring task. This term may be extended a further six (6) months on mutual agreement of the Union, the employee and the Employer. The release or discharge of such persons shall not be the subject of a grievance or arbitration.

This clause would not preclude such employees from using the job posting provisions under the Collective Agreement and any successful applicant who has completed his probationary period will be credited with the appropriate seniority.

The Employer will outline to employees selected to fill such temporary vacancies and the Union, the circumstances giving rise to the vacancy, and the special conditions relating to such employment.

- 2.09 Seasonal employees are those employees who work full-time hours from November to April.
- 2.10 Casual, seasonal and temporary employees shall be covered by all articles of this Collective Agreement, save and except:
- Leaves of Absence
 - Paid Holidays
 - Vacation
 - Sick Pay
 - Benefit Plans
- Temporary and seasonal employees working full-time for more than two (2) months shall receive paid holidays under this Agreement as per Article 19.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 The Employer has the exclusive right to manage its offices and services and direct its affairs and working forces except as limited by the expressed terms of this Agreement.
- 3.02 The Union recognizes and acknowledges that the management of the Employer's business remains solely with the Employer and without limiting the generality of the foregoing, the Union acknowledges it is the exclusive function of the Employer to:
- (a) maintain order, discipline and efficiency;
 - (b) hire, assign, discharge, direct, classify, transfer, promote, demote, lay-off and recall in accordance with the provisions of this Agreement, make, alter and enforce from time to time rules and regulations and policies and practices to govern the conduct of employees;
 - (c) determine the nature, location and kind of operations conducted by the Employer, equipment, and materials to be used, the services to be performed, the job content of employees and their qualifications, the extension, limitation, curtailment or cessation of operations in whole or in part and to determine and exercise all other functions, rights

and responsibilities of management not specifically modified by the express provisions of this Agreement; and

- (d) generally manage the Town.

ARTICLE 4 - NO DISCRIMINATION

- 4.01** The parties agree to abide by the Ontario *Human Rights Code* and its regulations. There shall be no discrimination for any reason for reason of an employee's Union activity or lack of Union activity.

ARTICLE 5 - CHECK-OFF OF UNION DUES

5.01 Deductions

Deductions shall be made from each pay and shall be forwarded to the Secretary-Treasurer of the National Union not later than the 20th day of that month, accompanied by a list of the names, addresses and classifications of employees from whose wages the deductions have been made. The Employer shall also notify the Union of any employee's change in employment status.

5.02 Dues Receipt

At the same time that Income Tax slips (T-4) are made available, the Employer shall type on the amount of Union dues paid by each Union member in the previous year.

- 5.03** In consideration of the deducting and forwarding of Union dues by the Employer, the Union agrees to indemnify and save harmless the Employer against any claims or liabilities arising out of or resulting from the operation of this Article.

ARTICLE 6 - UNION SHALL ACQUAINT NEW EMPLOYEES

- 6.01** On the date of hire, the Employer will provide employees with a copy of the Collective Agreement.
- 6.02** A new employee will have the opportunity to meet with his/her union steward or officer for fifteen (15) minutes during working hours in the first month of employment, without loss of remuneration.

ARTICLE 7 - CORRESPONDENCE

7.01 Correspondence

- a) All correspondence between the parties, arising out of this Agreement or incidental thereto shall pass to and from the Chief Administrative Officer of the Town and the President of the Union.
- b) Responses to grievances shall be sent to the President of the Union and CUPE Representative.

7.02 Copies of Resolutions

Minutes, By-laws and Policies adopted by the Council which affect the employees in the bargaining unit or the terms of the Collective Agreement, will be forwarded to the National Union Representative and the Local Union Secretary. This Article shall not apply to any matters which are dealt with by Council in an "in camera" session or is otherwise confidential in nature.

ARTICLE 8 - LABOUR/MANAGEMENT MEETINGS

- 8.01** There shall be a joint Labour/Management Committee consisting of not more than two (2) members of the Union and not more than two (2) management representatives. The Committee shall meet at least quarterly, unless otherwise agreed by the parties, at a mutually agreeable time and place. The party desiring a meeting shall notify the other party of its desire to have such a meeting to be scheduled as noted above. Notice of agenda shall

be given at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay, benefits and/or privileges for time spent with this Committee. An Employer and a Union Representative shall be designated as joint chairpersons and shall alternate in presiding over meetings. Minutes of each meeting of the Committee shall be prepared by the Employer 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 a copy of the signed minutes.

The Committee does not have the authority 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 authority to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

ARTICLE 9 - COLLECTIVE BARGAINING PROCEDURES

9.01 Representation

The Union will supply the Employer with the names of its officers. Likewise, the Employer shall supply the Union with a list of its supervisory personnel with whom the Union may be required to transact business.

9.02 A Union Bargaining Committee shall be elected or appointed. The Union Bargaining Committee shall not consist of more than three (3) members of the Union. The Union Representatives on the Committee shall not suffer any loss of pay while attending collective bargaining meetings with the Employer, up to, but not including, conciliation.

ARTICLE 10 - GRIEVANCE PROCEDURE

10.01 The Employer acknowledges the right of the Union to appoint a maximum of three (3) Stewards and a Chief Steward in the workplace. Such Stewards shall be regular full-time or regular part-time employees having completed their probationary period. The Union shall notify the Employer of the name

of each Steward upon appointing same. No more than one (1) employee shall be acting in the capacity of Steward at any given time or occurrence.

10.02 Recognition of Union Stewards and Grievance Committee

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the Union Grievance Committee and the Union Stewards. The Stewards shall assist any employee which the Union represents, in preparing and presenting his/her grievance in accordance with the grievance procedure.

10.03 Names of Stewards

The Union shall notify the Employer in writing of the names of each Steward, the name of the Chief Steward and the grievance committee, before the Employer shall be required to recognize him/her.

10.04 Permission to Leave Work

The Employer agrees that Stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while investigating disputes and presenting adjustments as provided in this Article. The Union recognizes that each Steward is employed by the Employer and that he/she will not leave his/her work during working hours except to perform his/her duties under this Agreement. Therefore, no Steward shall leave his/her work without obtaining permission from his/her supervisor. Such permission shall not be unreasonably denied.

10.05 Grievance Procedure

An earnest effort shall be made to settle grievances fairly and promptly in the following manner.

10.06 For the purposes of this 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 arbitrable. The parties to this Agreement believe

that it is important to adjust complaints and grievances as quickly as possible.

- 10.07** It is understood that employees have no grievance until they have first notified their immediate supervisor that they have a complaint and given their immediate supervisor the opportunity of adjusting the complaint. Such complaint shall be discussed with their immediate supervisor within five (5) working days of the circumstances giving rise to the complaint or grievance. It is further agreed that all issues directly involved will be addressed openly and in good faith in an attempt to resolve the dispute outside of the formal grievance procedure. Failing settlement within seven (7) working days it shall then be taken up as a grievance in the following manner and sequence:

STEP NO. 1

The employee with the Union shall submit a written signed grievance to his immediate Department Head no later than fifteen (15) working days of the circumstances giving rise to the grievance. The grievance shall clearly identify the facts giving rise to the grievance, the Articles alleged to have been violated and the remedy sought. The Department Head will deliver her decision, with reasons to the Union President and CUPE Representative in writing within seven (7) working days following the day on which the grievance was presented to her. Failing settlement, either party may proceed to Step No. 2.

STEP NO. 2

Within seven (7) working days following the decision in Step No. 2, the grievance shall be submitted in writing to the Chief Administrative Officer or designate. A meeting will then be held between the Chief Administrative Officer or designate and the grievor and his Chief Steward within seven (7) working days of the submission of the grievance to the CAO or designate. The CAO will deliver her decision, with reasons to the Union President and CUPE Representative in writing within seven (7) working days following the date of such meeting. If the response is unacceptable the grievance may be referred by either party in writing to arbitration as set out in Article 11.

10.08 Grievances on Health and Safety

An employee, or group of employees, may file grievances alleging a breach of the *Occupational Health & Safety Act* and its Regulations commencing at the second step of the grievance procedure.

10.09 Facilities for Grievance and General Meetings

Grievance meeting shall be held on the Employer's premises at a time convenient to both parties.

10.10 Policy Grievance

A complaint or grievance arising directly between the Employer and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step No. 1 within five (5) working days following the circumstances giving rise to the complaint or grievance. It is expressly understood, however, that the provisions of this Article may not be used with respect to a grievance directly affecting an employee which such employee could institute the grievance, and the regular grievance procedure shall not be thereby by-passed. A grievance by the Employer shall be filed with the Unit Steward or her designate. If the policy grievance is not settled at the conclusion of such meeting, the responding party shall submit a written answer within ten (10) working days after such meeting. If the response is unacceptable, the grievance may be submitted by either party in writing, to arbitration as set out in Article 11.

10.11 Group Grievance

Where two (2) or more employees have identical grievances and each employee would be entitled to grieve separately they may present a group grievance in writing identifying each employee who is grieving at Step No. 1 of the grievance procedure within ten (10) working days of the circumstances giving rise to the complaint or grievance. If the response is unacceptable, the grievance may be referred by either party in writing to arbitration as set out in Article 11.

10.12 Union May Institute Grievances

The Union and its representatives shall have the right to originate a grievance on behalf of an employee, or group of employees and to seek adjustment with the Employer in the manner provided in the grievance procedure. Such a grievance shall commence at Step 1.

10.13 Management Grievance

It is understood that the Employer may submit to the Union any complaint with respect to the conduct of the Union, its officers or members, or any complaint that a *Collective Agreement* obligation undertaken by the Union or any employee under this *Agreement* has been violated. Such complaint shall be submitted within ten (10) working days of the circumstances giving rise to the grievance.

Such complaints, if not resolved by verbal discussion shall be reduced to writing and delivered or forwarded to the Steward, where upon it shall be discussed at Step No. 2 of the grievance procedure.

Failing a satisfactory settlement within ten (10) working days after the meeting in Step No. 2, the Employer may refer it to arbitration in accordance with the provisions of Article 11.

10.14 All time limits specified above may be extended by mutual written agreement.

10.15 An employee being discharged shall be notified in writing by the Employer. An employee has the right to have a Union Steward present at the time of discharge provided one is reasonably available, (i.e. within one day or less, excluding weekends and statutory holidays).

10.16 Representative of Canadian Union of Public Employees

Such representative(s)/advisor(s) as defined in Article 12.03(b), shall have access to the Employer's premises in order to investigate and assist in the settlement of a grievance provided prior permission is sought and obtained from the Employer. Such permission shall not be unreasonably denied.

- 10.17 If at any step of the grievance procedure or arbitration procedure, the Union has not complied with the stipulated time limits, the grievance will be deemed to have been abandoned. If at any step of the grievance procedure or arbitration procedure, the Employer has not complied with the stipulated time limits, the grievance will be deemed to have been accepted.
- 10.18 No matter may be submitted to arbitration which has not been properly carried through all the requisite steps of the grievance procedure.

ARTICLE 11 - ARBITRATION

- 11.01 All agreements reached under the grievance procedure between the representatives of the Employer, the representatives of the Union and the grievor(s) will be final and binding upon the Employer and the Union and the employee(s).

11.02 Mutually Agreed Changes

Any mutually agreed changes to this *Collective Agreement* shall form part of this *Collective Agreement* and are subject to the grievance and arbitration procedure.

- 11.03 In those cases where the difference arising between the parties relates to the interpretation, application or administration of the provisions of this *Agreement*, including any question as to whether a matter is arbitrable, either of the parties may, within twenty (20) working days after exhausting the grievance procedure as outlined in Article 10, notify the other party of its desire to submit the difference to arbitration.

11.04 Arbitration

The party requesting that a grievance be submitted to arbitration, shall make such request in writing, providing a copy of the request to the other party indicating its desire to proceed by way of a sole arbitrator. The party desiring arbitration shall, in its referral of the grievance to arbitration, name three (3) nominees to act as sole arbitrator. The responding party

shall choose from the list of nominees or shall name its own nominees within ten (10) working days of the referral to arbitration.

The parties may jointly agree to proceed by way of a Board of Arbitration after the referral to arbitration is made as noted above. Where the parties agree to proceed by way of a Board of Arbitration, the party desiring arbitration shall name its nominee to the Board of Arbitration. The responding party shall name its nominee to the Board of Arbitration within ten (10) working days of receiving notice of the other's nominee. The nominees of each party shall then choose a neutral Chairperson.

11.05 Failure to Appoint

If the party receiving the referral to arbitration fails to appoint a nominee or propose a sole Arbitrator within the time stipulated in Article 11.04, or if the two (2) nominees fail to agree upon a Chairperson within seven (7) working days of their appointment, the appointment of a sole Arbitrator or Chairperson may be made by the Minister of Labour upon request of either party.

11.06 Decision of the Board

The decision of the majority shall be the decision of the Board of Arbitration. Where there is no majority decision, the decision of the Chairperson or sole Arbitrator shall be the decision of the Board. The decision of the Board of Arbitration or sole Arbitrator shall be final, binding and enforceable on all parties, and may not be changed. The Board of Arbitration shall not have the power to change this agreement or to alter, modify or amend any of its provisions.

11.07 Disagreement on Decision

Should the parties disagree as to the meaning of a sole Arbitrator or Board's decision, either party may apply to the Chairperson of the Board or the sole Arbitrator to reconvene in order to clarify the decision.

11.08 Expenses of the Board

Each party shall pay:

- (1) The expenses of the nominee it appoints.
- (2) One half ($\frac{1}{2}$) of the fees and expenses of the Chairperson or sole Arbitrator.

11.09 After the grievance procedure as set out in Article 10 has been exhausted, and before an Arbitrator is contacted under this Article, either party may seek the services of a Grievance Mediation Officer to assist in resolving the parties differences. It is agreed that the services of a Grievance Mediation Officer will only be retained on the written consent of both parties. The parties shall jointly share the expense of the Grievance Mediation Officer.

ARTICLE 12 - DISCHARGE, SUSPENSION AND DISCIPLINE

12.01 Suspension and Discharge

An employee who has not completed his/her probationary period may be released without appeal through the grievance procedure. Employees having successfully completed their probationary period shall only be disciplined or discharged for just cause.

Prior to suspending or discharging an employee, whether or not they have completed their probationary period, such employee shall be given the reasons in the presence of his/her steward(s) or representatives.

Such employee and the Union shall be advised in writing by the Employer of the reason(s) for such suspension or discharge.

12.02 May Omit Grievance Steps

If the Union considers an employee to have been wrongfully or unjustly discharged or suspended he/she shall be permitted to file a grievance at Step 2 of the grievance procedure.

12.03 Right to Have Steward Present

An employee has the right to have his/her steward present where a supervisor intends to interview an employee for disciplinary purposes. The supervisor shall so notify the employee in advance of the interview in order that the employee may contact his/her Steward to be present.

A Steward or Local Union Officer shall have the right to consult with a CUPE Staff Representatives and to have him/her present at any discussion with supervisory personnel which might be the basis of disciplinary action, provided one is reasonably available.

12.04 Clearing of Record

Notice of disciplinary warnings, actions and/or reprimands which have been placed on the personnel file of an employee shall not be relied upon by the Employer after eighteen (18) months have elapsed since the action(s) were taken.

ARTICLE 13 - SENIORITY

- 13.01**
- (a) Seniority for full-time employees shall mean length of continuous service in the employ of the Employer since the last date of hire.
 - (b) Seniority for part-time employees shall mean the number of hours worked since the last date of hire.
 - (c) Seniority for casual and temporary employees shall mean the number of hours works since the last date of hire.

13.02 Probationary Period

- (a) A full-time employee will be considered on probation until she has completed six (6) months of continuous work as a full-time employee.

- (b) A part-time employee shall be on probation until she has completed five hundred and twenty (520) hours of continuous work or twelve (12) months whichever comes first.
- (c) During the probationary period employees shall be entitled to all rights and privileges of the Agreement except as otherwise stipulated. The employment of such employees may be terminated at any time during the probation period without recourse to the grievance procedure.
- (d) Upon successful completion of the probationary period, the employee's name will be placed on the seniority list and credit shall be given in accordance with Article 13.01. There shall be one (1) seniority list, containing the date of hire and hours worked utilizing the formula in Article 13.05.

13.03 Seniority List

An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year.

13.04 Transfer and Seniority outside Bargaining Unit

No employee shall be transferred to a position outside of the Bargaining Unit without his/her consent. In the event an employee covered by this Agreement is transferred to a position outside the scope of this Agreement and later returns (within one (1) year) to a position within the scope of this Agreement, he/she shall retain the seniority which he/she held at the time of leaving the Bargaining Unit.

13.05 Seniority shall be retained by an employee in the event she is transferred from full-time to part-time or vice versa. In the case of an employee whose status is changed from part-time to full-time, she shall receive credit for seniority on the basis of eighteen hundred (1800) hours worked equals one (1) year of seniority. In the case of an employee whose status is changed from full-time to part-time, she shall receive credit for seniority on the basis of one (1) year of seniority equals eighteen hundred (1800) hours worked.

- 13.06** An employee shall lose all seniority and shall be deemed to have their employment terminated if:
- (a) she is discharged and not reinstated through the grievance procedure or arbitration;
 - (b) she retires or voluntarily resigns;
 - (c) she is absent from work in excess of three (3) working days without notice and/or without reason satisfactory to the Employer;
 - (d) she is laid-off for a period of eighteen (18) months or more;
 - (e) she, due to accident or illness, is off work for a continuous period of twenty four (24) months subject to the *Human Rights Code* and other applicable statutes;
 - (f) she fails to return to work upon the expiration of an authorized leave of absence without a reason acceptable to the Employer;
 - (g) she fails to return to work within five (5) calendar days after being notified by the Employer of recall or within an additional time period that is acceptable to the Employer;
 - (h) no hours are worked by the employee in a period of nine (9) consecutive months or more, excepting employees on approved leaves of absence.

ARTICLE 14 - LAY-OFF AND RECALL

14.01 A layoff shall be defined as a reduction in the workforce and/or reduction in the wage rate and/or hours of work.

14.02 Role of Seniority in Layoffs

Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a lay-off, employees shall be laid-off in the reverse order of their bargaining unit seniority. An employee

under notice of layoff may bump the least senior person in a job classification for which the employee has the required skill, ability, and qualifications for the remaining work provided they have greater seniority.

14.03 Recall Procedure

Employees shall be recalled in order of their seniority to a job classification which becomes available provided they have the required skill, ability and qualifications to perform the available work.

14.04 No New Employees

No new employees shall be hired until those laid-off have been given an opportunity of recall, provided they have the necessary qualifications.

14.05 Advanced Notice of Layoff

Unless the *Employment Standards Act* is more favourable to employees, The Employer shall notify employees of permanent layoff fifteen (15) working days prior to the effective date of layoff. If the employee is not provided with the opportunity to work the days of notice, she shall be paid for the days of work not made available.

14.06 If an employee has bumped another employee and/or been recalled back to another position, if within one (1) year of the action of bumping or recall, the original position the employee left becomes vacant, said employee will have the option of returning without going through the job posting procedure.

14.07 Grievance on Layoff and Recalls

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

14.08 It shall be the duty of employees on the recall list to notify the Employer of any change of address. Notice of recall is deemed to have been given if it is forwarded to the employee's last known address.

ARTICLE 15 - JOB POSTINGS

15.01 Where the Employer decides to fill a vacancy within the Bargaining Unit or a new position is created within the Bargaining Unit, notice shall be posted on the bulletin board for a period of seven (7) working days. Applications for such a vacancy shall be made in writing within the period stipulated on the posting.

15.02 The notice shall include a summary of the position description, wage scale and required criteria for the position.

15.03 Bargaining Unit Applicants

No outside person shall be hired for any vacancy within the Bargaining Unit until all Bargaining Unit applicants have been considered first.

15.04 Changes in Classifications

When a new job classification is created or an existing job classification is substantially/significantly altered, the Employer shall negotiate a rate of pay with the Union. If the parties are unable to agree on the rate of pay, either party may file a grievance and remit it directly to step 2 of the grievance procedure, and ultimately to arbitration pursuant to Article 11. The new rate of pay, if any, shall be effective retroactive to the time when the existing job classification was substantially/significantly changed or the new job classification was created and/or an incumbent was placed in the position.

15.05 Employees shall be selected for positions on the basis of qualifications, skills, and ability. Where these factors are relatively equal in the judgement of the Employer, seniority shall be the governing factor.

15.06 Vacancies which are not expected to exceed six (6) months may be filled at the discretion of the Employer.

ARTICLE 16 - LEAVE OF ABSENCE

16.01 Pregnancy/Parental Leave

The Employer agrees to abide by the terms and conditions of the *Employment Standards Act*, R.S.O. 1990 as amended with respect to pregnancy, parental and adoption leave.

16.02 Seniority Status during Maternity/Adoption/Parental Leave

While on maternity, adoption/parental leave, an employee shall accumulate seniority and shall be entitled to full benefits, rights and privileges under this Collective Agreement.

The Employer will continue payment of welfare premiums, provided the employee provides the cost of such premiums to the Employer at the commencement of such leave or makes other acceptable arrangements.

16.03 Personal Leave

The Employer may grant a leave of absence without pay and without loss of seniority to any employee requesting such leave for good and sufficient cause. Such request shall be in writing and approved by the Employer. The employee shall provide as much advanced notice as is possible.

16.04 Leave of Absence for Union Functions

Providing as much notice as is possible but no less than two (2) weeks, an employee elected or appointed to represent the Union at conventions shall be allowed a leave of absence without pay but without loss of benefits. Such leave shall not exceed more than thirty (30) working days per annum. No more than one (1) person from a department shall be absent at any given time.

16.05 Bereavement Leave

Five (5) regularly scheduled consecutive work days of leave without loss of pay in the case of death of parent, wife, husband, common-law spouse, same-sex spouse, brother, sister or child.

Two (2) consecutive work days of leave without loss of pay in the case of death of a mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandparent, grandchild or fiancée.

One (1) work day of leave without loss of pay in the case of death of aunt or uncle, defined as sister or brother of a parent.

One (1) work day without loss of pay for any other relative who has been residing in the same household, or for any other relative for whom an employee is required to administer bereavement responsibilities (relative is a person related by marriage, adoption or common-law).

Where the burial occurs in a distant destination, travel time may be granted in the sole discretion of the Department Head. The leave must be taken at the time of the funeral.

16.06 Paid Jury or Court Witness Duty Leave

The Employer shall grant a leave of absence without loss of seniority benefits to an employee who serves as a juror or witness in any court or who is required by subpoena to attend a court of law or coroner's inquest. The Employer shall pay such an employee the difference between normal earnings and the payment received for jury service or court witness, excluding payment for travelling, meals, or other expenses. The employee will present proof of service and the amount received.

16.07 Conventions and Seminars

Employees required by the Employer to attend conventions or seminars shall be reimbursed for the following:

- travel expenses according to Town policy
- meal expenses upon the presentation of valid receipts subject to the following maximums:

Breakfast - \$15.00

Lunch - \$20.00

Dinner - \$40.00

16.08 Mileage

All employees who are required to use their personal vehicles in the course of their duties shall be reimbursed per km travelled according to Town policy.

ARTICLE 17 - NO STRIKE/LOCKOUT

17.01 The parties agree that during the operation of this *Collective Agreement*, there shall be no strike or lockout in accordance with the *Ontario Labour Relations Act*.

ARTICLE 18 - HOURS OF WORK AND OVERTIME

18.01 The following is intended to define the normal weekly hours of work. The parties agree that daily or weekly hours of work may exceed the limits noted in s. 17 of the *Employment Standards Act*.

Nothing in this Article shall be construed as a guarantee of work.

18.02 Parks and Recreation Employees

The weekly hours of work for full time Parks and Recreation Employees shall be as follows:

- a) September 1 to March 31 (inclusive)
 - (i) The normal hours of work for full-time employees in the Parks and Recreation Department shall be up to forty (40) hours per week. The daily hours of work shall not commence before 5:30 a.m. or continue after 1:30 a.m. The normal daily shift for full-time employees shall be eight (8) hours of work.
 - (ii) The work schedule shall be posted at least one (1) month in advance. For Employer initiated changes to the schedule, the Employer shall provide at least one (1) week(s) notice to affected employees. Full-time employees shall be guaranteed at least one (1) weekend off in any three (3) consecutive weekends.
 - (iii) A weekend premium of fifty cents (\$0.50) per hour for a full-time employee who works on Saturdays and/or Sundays. Saturdays and Sundays shall be defined as "from 5:30 a.m. on Saturday through to midnight on Sunday"
- b) April 1 to August 31 (inclusive)

The normal hours of work for full-time employees in the Parks and Recreation Department shall be up to forty (40) hours per week between the hours of 7:00 a.m. to 4:00 p.m. Monday to Friday. Normal daily shifts shall be eight (8) hours of work unless otherwise agreed between the parties.

The work schedule shall be posted at least one (1) month in advance. For Employer initiated changes to the schedule, the Employer shall provide at least one (1) week(s) notice to affected employees. Full-time employees shall work no more than one (1) weekend out of every

three (3) consecutive weekends unless the employee and Employer agree otherwise.

Public Works

The normal hours of work for full-time employees in the Public Works Department shall be forty (40) hours per week between the hours of 7:00 a.m. and 4:30 p.m., Monday to Friday. Normal daily shifts shall be eight (8) hours of work unless otherwise agreed between the parties, with a one-half ($\frac{1}{2}$) hour unpaid meal period.

Day Care Employees

Full-time employees employed at the Day care shall work up to thirty-seven and one-half (37.5) hours per week, Monday to Friday, with a one-half ($\frac{1}{2}$) hour unpaid meal period.

- 18.03** The pay period shall be from Saturday to Friday.
- 18.04** Overtime hours are those hours worked by employees required in advance by the Employer, which exceed the scheduled daily or weekly hours of work in Article 18.02. Such overtime shall be accumulated at time and one-half (1.5) the employee's regular hourly rate.
- 18.05** Overtime maybe accumulated and banked by an employee to a maximum of one hundred and twenty (120) hours per year to be taken as equivalent paid time off, scheduled at a mutually convenient time. Any accumulated and banked overtime existing to an employee's credit at or on November 15th of each year shall be paid out to the employee. No employee shall be permitted to carry over any banked overtime still existing at or on November 15th of each year, to the next year.
- 18.06** All overtime must be authorized and approved in advance by the employee's immediate supervisor. It is recognized that overtime may be mandatory from time to time subject to distribution in accordance with Article 18.07.
- 18.07** Overtime shall be distributed to willing, qualified employees by utilizing the seniority list on a rotational basis.

18.08 Call Back Pay Guarantee

- (a) An employee who is called back to work outside of his/her normal working hours to deal with an emergency situation shall be paid for a minimum of three (3) hours at applicable rates whenever there is a break between the employee's regularly scheduled hours and the work the employee is called in to do.
 - (b) Employees carrying the pager responding to calls after hours shall receive one (1) hour of responding to phone calls that can be dealt with over the phone and it is determined the issue can wait until the following normal work day.
- 18.09** a) Employees who are required to carry a cell phone or pager and who are designated as on-call by the Employer during off-hours shall receive one hundred and twenty-five (\$125.00) dollars per week. No more than five (5) employees at a time shall be on-call. Employees who are required to carry a cell phone or pager and who are designated as on-call by the Employer during off-hours shall receive an additional twenty-five (\$25.00) dollars for each statutory holiday occurring in the work week they are designated as on-call.
- b) Employees designated by the Employer to be on-call shall have attained a minimum of an Operator in Training status for both water and wastewater per Provincial requirements.
- 18.10** Overtime or any other premiums will not be duplicated or pyramided with any other overtime provisions of this Agreement.

ARTICLE 19 - PAID HOLIDAYS

- 19.01** A qualifying full-time employee is one who has occupied the full-time position for thirty (30) calendar days or more and will be entitled to the following paid holidays:

New Year's Day
Good Friday

Labour Day
Thanksgiving Day

Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	Christmas Eve Day ($\frac{1}{2}$ day)
Family Day	New Years Eve Day ($\frac{1}{2}$ day)

Part-time, seasonal and temporary employees shall receive paid holidays on a prorated basis calculated in accordance with the *Employment Standards Act* and its Regulations provided they have occupied the part-time position for thirty (30) calendar days or more.

- 19.02** When any of the above-mentioned holidays fall on a Saturday or Sunday and are not proclaimed as being observed on some other day, the preceding Friday or the following Monday may be deemed by the Employer to be the holiday for the purpose of this Agreement.
- 19.03** Holiday pay is defined as the amount of regular straight time hourly pay (depending on the employee's classification in a normal work day) exclusive of premiums, which an employee would have received had he worked a normal shift on the holiday in question.
- 19.04** In order to qualify for holiday pay, the employee must work the last full scheduled shift immediately preceding and the first full scheduled shift immediately following the holiday, unless the absence was excused by the Employer. An employee who is scheduled to work on a paid holiday and who fails to do so, shall lose his entitlement to holiday pay unless the employee provides a reason for such absence acceptable to the Employer.
- 19.05** Where an employee is scheduled to work on a holiday, they shall be paid their regular straight time hourly rate for all hours so worked in addition to time off at a time mutually agreeable between the employee and the Employer, calculated at time and one-half ($1\frac{1}{2}$) all hours worked on the holiday, where the employee is qualified for holiday pay as provided above.
- 19.06** If any of the above holidays fall on an employee's scheduled day off, the employee shall receive another day off at a time mutually agreeable between the employee and the Employer, where the employee is qualified for holiday pay as provided above.

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

ARTICLE 20 - VACATION

- 20.01** Persons employed on a full-time basis shall accumulate vacation time on the following basis:

For one (1) to nine (9) years of continuous service	Three (3) weeks vacation with pay
For ten (10) to nineteen (19) years of continuous service	Four (4) weeks vacation with pay
For twenty (20) to twenty-four (24) years of continuous service	Five (5) weeks vacation with pay
For twenty-five (25) years and for each additional year to thirty (30) years of continuous service	One (1) extra day of vacation with pay to a maximum of six (6) weeks

Part-time employees shall receive vacation time and vacation pay on a prorated basis (eighteen hundred (1800) hours worked equals one (1) year of seniority), in accordance with the following schedule:

For one (1) to three (3) years of continuous service	Two (2) weeks vacation with pay
For four (4) to nine (9) years of continuous service	Three (3) weeks vacation with pay
For ten (10) to nineteen (19) years of continuous service	Four (4) weeks vacation with pay
For twenty (20) to twenty-four (24) years of continuous service	Five (5) weeks vacation with pay
For twenty-five (25) years and for each additional year to thirty (30) years of continuous service	One (1) extra day of vacation with pay to a maximum of six (6) weeks

-
- 20.02** Subject to any applicable statutes, vacation credits shall not accrue while an employee is absent from work on an unpaid leave of absence in excess of thirty (30) days.
- 20.03** Employees resigning prior to a vacation period shall be paid for the vacation they have earned on a prorated basis.
- 20.04** Vacation time shall be taken in the year in which it is accumulated. Employees may carry-over no more than one (1) week of vacation time from year to year.
- 20.05** Employees shall assist with the preparation of vacation schedules by advising their supervisor of preferable dates for annual vacations prior to May 1st of each year. Approving such requests rests with the Employer. Employees shall use their vacation time in blocks of no less than one (1) week unless the Employer agrees otherwise. Such agreement shall not be unreasonably denied.
- 20.06** Preference for vacation periods shall be given to employees in accordance with their seniority with the Employer.
- 20.07** Probationary employees are not entitled to take vacation days during their probationary period without special authorization from the Employer.
- 20.08** Where an employee qualifies for sick leave, bereavement or any other approved leave during his/her vacation time, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall be added to the vacation period or reinstated for use at a later date, by mutual agreement.

ARTICLE 21 - SICK PAY

- 21.01** Any absence from work must be reported to the employee's immediate supervisor as early as possible prior to the commencement of the employee's shift.
- 21.02** Full-time employees will be credited with ten (10) days of sick leave credits as of January 1 of each year. Unused sick leave shall be carried forward and

banked from year to year to a maximum of one hundred and nineteen (119) days; there shall be no cash pay-out at any time.

21.03 The Employer reserves the right to request a medical certificate from a duly qualified medical practitioner for any absence due to illness or injury of three (3) days or more.

21.04 Emergency Leave

Where applicable, any leaves of absence provided for in the Collective Agreement and, in particular, Articles 16, 21 and 22 and Letter of Understanding #1, shall be deemed to be part of the emergency leave provisions of the *Employment Standards Act*.

ARTICLE 22 - BENEFIT PLANS

22.01 It is understood that the Employer may at any time substitute another carrier for any plan provided the benefits conferred thereby are not decreased.

22.02 Full-time employees are eligible for benefit coverage provided they regularly work more than thirty (30) hours per week and have at least three (3) months service with the Employer. The employee shall be enrolled and able to collect benefits at the beginning of the fourth (4th) month.

22.03 The Employer agrees to pay one hundred per cent (100%) of the premium cost for insurance coverage for qualifying full-time employees in respect of the following benefits:

- a) Life Insurance - 200% of annual earnings to a maximum of \$150,000. Dependant and child coverage max of \$5,000 and \$2,500 respectively
- b) AD&D - 200% of annual earnings
- c) Major Medical - semi-private hospital care - medical expense reimbursement at 100% subject to deductibles of \$50 for family and \$25 for single coverage
- d) Dental - Reimbursement at 80%, no deductible as per the current policy

22.04 The Employer shall deduct from full-time employees one hundred per cent (100%) of the premiums necessary to enrol them in a long-term disability plan.

22.05 The Employer shall enrol eligible employees into the Ontario Municipal Employees Retirement System in accordance with that *Act* and its Regulations. It being understood that non-full-time employees may be offered the opportunity to enrol in the plan subject to the eligibility requirements of the plan.

22.06 Licence Renewal

The Employer shall pay for the cost of any mandatory medical exam and licence renewal fee required to maintain a Class AZ or DZ driver's licence issued by the Ministry of Transport when the Employer requires the employee to have a Class AZ or DZ licence.

ARTICLE 23 - OCCUPATIONAL CLASSIFICATIONS AND WAGE RATES

23.01 Occupational classifications and wage rates are as set out in Appendix "A" which are attached hereto and form part of this Agreement. It is agreed and understood that the grid's steps in Appendix "A" referred to each year of continuous service by an employee. The movement of non-full-time employees shall be based on years of service as calculated in accordance with Article 13.05.

Subject to any applicable statutes, for the purposes of this article, an employee shall not continue to accrue service or seniority for unpaid leaves of absence in excess of thirty (30) days.

23.02 Pay Days

The Employer shall pay wages every second Thursday in accordance with Appendix A attached hereto and forming part of this Collective Agreement. On each pay day each employee shall receive an itemized statement of his/her wages, overtime, and other supplemental pay and deductions.

23.03 The parties agree to abide by the *Pay Equity Act*.

23.04 Pay on Temporary Transfer, Higher Rated Job

When an employee is assigned to another position for one (1) or more working days, he/she shall receive the higher pay rate.

23.05 Recognition for Years of Service

Employees shall be eligible to select a gift from a catalogue valued as follows:

Years of Service	Gift Amount
10	\$50.00
15	\$75.00
20	\$100.00
25	\$150.00
30	\$200.00
35	\$250.00

ARTICLE 24 - JOB CLASSIFICATION AND RECLASSIFICATION

24.01 Job Description

The Employer agrees that if a job description is changed, the Employer will provide a copy of the changed job description to the Secretary of the Local Union.

ARTICLE 25 - HEALTH AND SAFETY

25.01 The Employer and the Union agree to abide by the rules and regulations of the *Ontario Occupational Health and Safety Act* and if required to take appropriate action(s) as deemed necessary.

ARTICLE 26 - GENERAL

26.01 Proper Accommodation

Proper accommodation shall be provided for employees to have their meals and store and change their clothes - present conditions at 1999 being considered suitable.

26.02 Clothing, Equipment and Safety Footwear Allowance

Employees engaged in Roads and Public Works, Recreation, and Building Departments shall be reimbursed for the purchase of safety boots and gloves required for work, upon presentation of valid receipts, to maximum of two hundred dollars (\$200.00) annually.

- 26.03 a. Except where allowances provide for clothing or equipment, the Employer shall provide all necessary personal protective equipment and clothing as per the Town's by-laws dated 1999.

In conjunction with the above-noted by-law, each full-time Public Works employee shall receive the following:

- o One (1) set of summer coveralls per year
- o One (1) set of winter coveralls per year or parka
- o One (1) set of rain gear every two (2) years

- b. In conjunction with the above-noted by-law, each full-time Recreation employee shall receive the following:

Full-time employees	Mississippi Mills clothing up to \$150.00 annually
Other than full-time employees	Mississippi Mills clothing up to \$75.00 annually
Full-time employees	One (1) winter coat every three (3) years

Clothing to be either button-up short sleeve shirts or golf shirts for the period of September 1 to March 31 (inclusive) and may also include

t-shirts for the period of April 1 to August 31 (inclusive). Uniforms must be visible at all times while on duty.

- c. The mechanic/operator position shall be given an annual allowance of six hundred dollars (\$600.00) per year for tool replacement.

26.04 Plural or Feminine Terms Apply

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

26.05 Access to File

An employee shall have the right to view the contents of their personnel file once per year in the presence of a representative of the Employer. The Employee may make copies of material contained therein. Such time spent by the employee reviewing their file shall not be considered work time.

Where there is a disagreement as to the accuracy of information contained in the file, the employee shall be permitted an opportunity to submit a written reply to be placed in the employee's personnel file.

26.06 First Aid Kits

First aid kits shall be supplied by the Employer at each work site of employees and in other appropriate locations of the work areas.

26.07 Printing of Collective Agreement

The Employer and the Union agree to equally share the cost of printing the Collective Agreement enabling each employee to have a copy with four (4) copies to National Servicing Representative and sufficient copies for the Employer and their representatives.

26.08 Meeting Room

The Employer agrees to provide the Union with the use of a meeting room sufficient in size on the corporation's premises, to be used after normal business hours for the purpose of keeping its membership informed. The Union shall ensure that the meeting room is booked in advance in accordance with the Employer's policies for booking meeting rooms. The location of the room shall be at the discretion of the Employer. The provision of the meeting room will be at no cost to the Union and will be limited to a maximum ten (10) occasions during a calendar year. Use of a meeting room beyond the ten (10) occasions provided for shall be paid for by the Union in accordance with a schedule of costs established by the Employer.

ARTICLE 27 - WORKPLACE SAFETY AND INSURANCE

27.01 The Employer shall comply with the provisions of the *Workplace Safety and Insurance Act* and in particular, shall continue benefit coverage for employees for the first year after the date of injury, in accordance with the *Act*.

ARTICLE 28 - DURATION

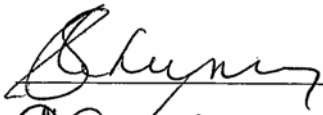
28.01 Changes in Agreement

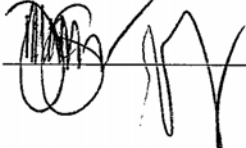
Any changes deemed necessary in this Agreement may be made by mutual agreement in writing at any time during the existence of this Agreement.


28.02 This Agreement shall be effective from April 1st, 2008 until the 31st day of March, 2011 and shall continue in effect from year to year thereafter unless either party gives to the other party notice in writing within sixty (60) days prior to the expiry of this Agreement of its desire to terminate or amend this Agreement.

Signed in Mississippi Mills the *8th* Day of *December*, 2008.

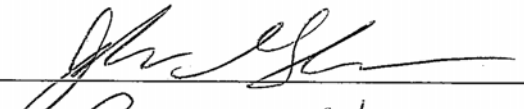
ON BEHALF OF THE EMPLOYER:

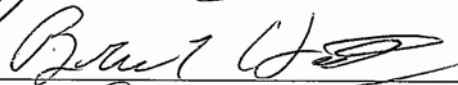


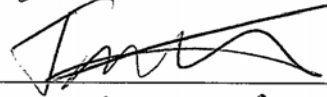


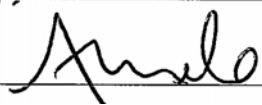


ON BEHALF OF THE UNION:









APPENDIX "A"

Category	Increment Date	Step 1	Step 2	Step 3	Step 4	Step 5
Supply Cook	April 1/08	\$16.10	\$16.62	\$17.20	\$17.77	\$18.35
	April 1/09	\$16.58	\$17.12	\$17.72	\$18.30	\$18.90
	April 1/10	\$17.08	\$17.63	\$18.25	\$18.85	\$19.47
Skilled Labourer Cook	April 1/08	\$14.64	\$15.12	\$15.64	\$16.15	\$16.70
	April 1/09	\$15.08	\$15.57	\$16.11	\$16.63	\$17.20
	April 1/10	\$15.53	\$16.04	\$16.59	\$17.13	\$17.72
Arena Operator	April 1/08	\$16.27	\$16.85	\$17.44	\$18.06	\$18.67
	April 1/09	\$16.76	\$17.36	\$17.96	\$18.60	\$19.23
	April 1/10	\$17.26	\$17.88	\$18.50	\$19.16	\$19.81
Operator I	April 1/08	\$16.92	\$17.51	\$18.12	\$18.77	\$19.42
	April 1/09	\$17.43	\$18.04	\$18.66	\$19.33	\$20.00
	April 1/10	\$17.95	\$18.58	\$19.22	\$19.91	\$20.60
Operator II	April 1/08	\$16.50	\$17.08	\$17.67	\$18.29	\$18.93
	April 1/09	\$17.00	\$17.59	\$18.20	\$18.84	\$19.50
	April 1/10	\$17.51	\$18.12	\$18.75	\$19.41	\$20.09
Waste Site Operator Curling Ice Maker Flag Person Wing Person Arena Helper Cleaner (Daycare)	April 1/08	\$12.12	\$12.55	\$12.98	\$13.44	\$13.92
	April 1/09	\$12.48	\$12.93	\$13.37	\$13.84	\$14.34
	April 1/10	\$12.85	\$13.32	\$13.77	\$14.26	\$14.77
Maintenance (Daycare) Student	April 1/08	\$11.14	\$11.54	\$11.94	\$12.36	\$12.78
	April 1/09	\$11.47	\$11.89	\$12.30	\$12.73	\$13.16
	April 1/10	\$11.81	\$12.25	\$12.67	\$13.11	\$13.55
Operator/Mechanic	April 1/08	\$21.56	\$22.31	\$23.09	\$23.90	\$24.72
	April 1/09	\$22.21	\$22.98	\$23.79	\$24.62	\$25.46
	April 1/10	\$22.88	\$23.67	\$24.50	\$25.36	\$26.22
Certified Waste Water Treatment Operator	April 1/08	\$16.72	\$17.30	\$17.91	\$18.54	\$19.19
	April 1/09	\$17.22	\$17.82	\$18.45	\$19.10	\$19.77
	April 1/10	\$17.74	\$18.35	\$19.00	\$19.67	\$20.36

1. Employees who have acquired water or waste water certificates shall receive in addition to their regular wages the following for each level:

Water

a) Operator in Training	\$0.25
b) Level 1	\$0.50
c) Level 2	\$0.50

Waste Water

a) Operator in Training	\$0.25
b) Level 1	\$0.50
c) Level 2	\$0.50

The Employer reserves the right to cap the number of Employees to six (6) total for all classifications noted above.

2. Students are anyone employed by the Town who are enrolled in an educational institution outside the school vacation period.
3. Employees shall progress thru the wage grid in accordance with this anniversary date (i.e. if January 1, 2001 is at level 2, moves to level 3).
4. The Employer shall establish two (2) "Lead Hand" positions that shall be paid the following per hour in addition to their regular rate for their normal daily shift:

Year 1 - Seventy-five cents (\$0.75) per hour

Years 2 and 3 - One dollar (\$1.00) per hour

LETTER OF UNDERSTANDING #1
between

THE CORPORATION OF THE TOWN OF MISSISSIPPI MILLS
and

THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 4277

Re: FAMILY RELATED RESPONSIBILITIES AND SNOW DAYS

For the life of the *Collective Agreement*, full-time employees who have completed their probationary period, shall receive the following:

Family Related Responsibilities

For the purposes of this section, family is defined as spouse (or common law spouse resident with the employee), dependent children (including foster children or children of legal or common law spouse, parents, (including step-parents or foster parents), or any relative permanently residing in the employee's household or with whom the employee permanently resides.

Up to five (5) days of leave, non cumulative from year to year, will be granted, per annum, for the employee to accompany a dependent family member to medical or dental appointments, to appointments with school authorities or adoption agencies, for the immediate and temporary care of a sick member of the employee's family and to provide sufficient time to make alternate care arrangements where illness is of a longer duration than expected. The supervisor must be notified of the appointment as far in advance as possible.

- A medical certificate is to be presented after three (3) consecutive days' absence or at Department Head's and/or CAO's request.
- No pay-out of family related leave will occur at any time.
- Documented abuses may result in suspension of family related leave for a year, on approval of Council.

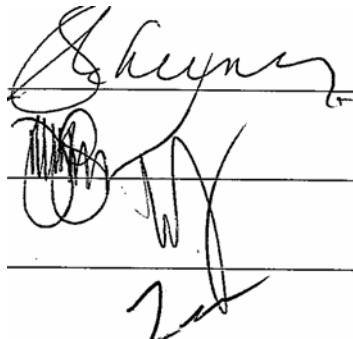
Snow Days

With the exception of any Public Works employee, an employee who is unable to attend work due to inclement weather shall be permitted two (2) days off per annum without loss of pay.

Instead of days off due to inclement weather, full-time Public Works employees shall receive one (1) lieu day off with pay to be scheduled at a mutually convenient time between May 1st and September 30th.

Signed in Mississippi Mills, Ontario, this 8th day of *December*, 2008.

ON BEHALF OF THE EMPLOYER:



ON BEHALF OF THE UNION:

