

CORPORATION OF THE TOWN OF RENFREW
BY-LAW NO. 27-2016

Being a by-law to authorize Treasurer O'Reilly, Director Asselin, Director Hill, Chief Librarian Thompson and Accountant/Deputy-Treasurer Coughlin to execute a Collective Agreement with the Canadian Union of Public Employees Local 121 and a Collective Agreement with the Canadian Union of Public Employees Local 121-01 for the years 2015 to 2019.

WHEREAS the Council of the Corporation of the Town of Renfrew deems it advisable to employ unionized staff under and subject to the provisions of a by-law; and

WHEREAS the Ontario Municipal Act empowers Council to pass such a by-law to fix the remuneration and to regulate the provision of pensions, sick leave, health and other benefits of such employees; and


WHEREAS Council deems it desirable, expedient and in the public interest to enact such a by-law with respect to those employees who are members of the Canadian Union of Public Employees, Local 121 and Local 121-01.

NOW THEREFORE the Council of the Corporation of the Town of Renfrew enacts as follows:


1. THAT Treasurer O'Reilly, Director Asselin, Director Hill, Chief Librarian Thompson and Accountant/Deputy-Treasurer Coughlin be, and hereby are, authorized to execute on behalf of the Corporation an agreement with the Canadian Union of Public Employees, Local 121 and an agreement with the Canadian Union of Public Employees, Local 121-01 for the period January 1, 2015 to December 31, 2019 in accordance with the attached Memoranda of Settlement hereto attached as Appendix "A" and Appendix "B", which said Appendices form part of this by-law as if they were recited herein in full.
2. THAT Treasurer O'Reilly, Director Asselin, Director Hill, Chief Librarian Thompson and Accountant/Deputy-Treasurer Coughlin be, and hereby are, authorized to do or to cause to be done all such manner of act or thing as may be required in order to give full force and effect to this by-law.
3. THAT the said agreements in accordance with the attached Memoranda of Settlement hereto and marked Schedule "A" and Schedule "B" shall form part of the by-law.
4. THAT this By-Law shall come into force and take effect upon the passage thereof.

Read a first and second time this 26th day of April, 2016.

Read a third and final time this 26th day of April, 2016.



Don Eady, Mayor



Kim R. Bulmer, Clerk

MEMORANDUM OF SETTLEMENT

Between: **The Corporation of the Town of Renfrew**
(hereinafter referred to as "the Employer")

and

The Canadian Union of Public Employees and its Local # 121
(hereinafter referred to as "the Union")

1. The parties herein agree to the terms of this Memorandum as constituting full settlement of all matters in dispute.
2. The undersigned representatives of the parties do hereby agree to recommend complete acceptance of all the terms of this Memorandum to their respective principals.
3. The parties herein agree that the term of the Collective Agreement shall be from January 1, 2015 to December 31, 2019.
4. The parties herein agree that the said Collective Agreement shall include the terms of the previous Collective Agreement which expired on December 31, 2014 provided, however, that the following amendments are incorporated:
 1. All matters previously settled and agreed to by the parties prior to the date hereof, as set out in the summary of items agreed – attached.
 2. All amendments as set out in the attached document of _____ pages.
5. Wages:

January 1, 2015	1.5%
January 1, 2016	1.5%
January 1, 2017	1.75%
January 1, 2018	2%
January 1, 2019	2%

6. Retroactivity

Increases to the salary schedule shall be retroactive to January 1, 2015 (*first day of new Collective Agreement*). Where employees either have left the employ of the Employer and/or have entered into the employ of the Employer between January 1, 2015 (*first day of new CA*) and December 31, 2019 (*expiry date*), they shall be entitled to the pro-rated amount of such payments.

The Employer will endeavour to provide all retroactivity within thirty (30) days of the Interest Arbitration Award and/or receiving written notice of ratification. If the retro is not paid within forty-five (45) days, then thereafter interest will be paid.

All retroactivity will be paid to employees on a separate cheque or itemized on an employee's regular cheque.

All former employees shall be sent notice by the Employer at their last known address and will have thirty (30) calendar days from the date notice is sent to claim retroactive payments. The Union shall receive a copy of all notices sent to former employees.

**SIGNED THIS 20th DAY OF APRIL, 2016, AT THE TOWN OF RENFREW,
ONTARIO.**

ON BEHALF OF THE EMPLOYER

Ken W. Leung
Kelly Coughlin
[Signature]
Miss Ascoli
[Signature]

ON BEHALF OF THE UNION

[Signature]
[Signature]
Rob Perry
Bary McLeod
[Signature]
[Signature]

Agreed to Items in Bargaining
between
The Corporation of the Town of Renfrew
and
The Canadian Union of Public Employees
and its Local 121

Article 2.03 A “Regular Full Time” employee is one who works more than ~~twenty-four (24)~~ **thirty (30)** hours per week on a regularly scheduled basis, and has successfully completed the probationary period.

Article 2.04 A “Regular Part Time” employee is one who works ~~twenty-four (24)~~ **thirty (30)** hours or less per week on a regularly scheduled basis, and who has successfully completed the probationary period.

2.05 A “term” employee is one who is employed for fewer than ~~three (3)~~ **six (6)** months in any one calendar year. An extension of up to an additional three (3) months may be agreed between parties. Term employees are covered by Articles 10 – Hours of Work and overtime and 12 – Rates of Pay, and are otherwise excluded for the terms of this agreement.

New Language:

A “temporary” employee is one who is hired to replace an employee within the bargaining unit on an approved leave of absence, absence due to WSIB disability, short term disability, or long term disability. The release or discharge of such temporary employees shall not be subject of a grievance or arbitration.

Temporary employees shall be covered by all articles of this collective agreement, save and except:

- **Leaves of Absence**
- **Short Term Disability**
- **Long Term Disability**
- **Health Benefit Plans (EHC, Dental, etc.)**
- **Pension Plan**

2.09 It is understood that regular full-time and part-time employee, where eligible, will be given the opportunity to work all available, **non-overtime** hours within the work group before a casual employee is called in to work.

3.01 The Employer recognizes the Canadian Union of Public Employees and its Local 121 as the sole and exclusive bargaining agent for:

a) Clerical and technical employees, except supervisory personnel, department heads, the ~~executive assistant~~ **Office Coordinator (Dev Works)**, the ~~administrative secretary~~ **Administrative Assistant (Recreation)**, the ~~Clerk's Assistant~~ **Deputy Clerk (office)**, students with the exception of students employed in a customer service representative position, and the ~~Finance Clerk / Payroll position~~ **Compensation Revenue Clerk**.

Article 4 Union Representation

NEW LANGUAGE

On two (2) weeks notice from the Union, not more than one member of the bargaining unit will have the right to full days of leave without loss of pay, benefits, or seniority for Union Business. These absences shall not exceed fifteen (15) days per year for all members of the bargaining unit in total. Leave for Union business will be paid by the Employer, who will be reimbursed by the Union.

Article 6.01

Full-time and part-time employees shall serve a probationary period of ~~three (3)~~ **six (6)** months. ~~The probationary period may be extended by an additional three (3) months on the agreement of the Union and the Employer. In no event shall a probationary period exceed six (6) months.~~ It is specifically understood and agreed that a probationary employee is serving a probationary period of employment and may be disciplined or discharged at the discretion of the Employer. It is also specifically understood and agree that such discretion will not be exercised in a discriminatory manner.

Article 7.07

When a vacancy occurs that the Employer chooses to fill, or a new position is created inside the bargaining unit, the Employer shall notify the Union in writing and post the notice of the position in the Employer's offices and shops and on all bulletin boards for a minimum of ~~ten (10) working days~~ **fourteen (14) calendar days** in order that all members will know about the position and be able to make written application there. Both parties recognize:

- a) The principle of promotion within the service of the Employer; and
- b) That job opportunity should increase in proportion to length of service

In selecting a candidate to fill al vacancy or a new position in the bargaining unit, the appointment shall be made of the applicant with the required qualifications and having the greatest seniority. Where an appointment is made from within the

bargaining unit, it shall be made within twenty (20) working days of the termination date of the posting.

It is understood and agreed that the Employer may advertise the vacant position externally at the same time as the internal posting in order to expedite the filling of the vacancy. Also, if it has been determined by the Union and the Employer that there are no internal candidates with the required qualifications for a posting that the 14 calendar days may be waived upon mutual agreement of the parties in order to expedite the filling of the vacancy.

Article 7.08

Probationary employees, casual employees, **term employees, temporary employees,** and grant employees shall accumulate no seniority, nor shall they exercise any seniority rights during the period of such probationary, casual, **term, temporary** or grant employment.

It is understood that if a casual, term, grant or temporary employee is the successful candidate to an external job posting while employed with the Employer that their seniority date is their last date of hire. (this is not required to be put in the collective agreement, but may be relied on if ever there is need to do so).

Article 8.03

Step 3

Within ten (10) working days of the reply provided for at Step 2, the employee may present the written grievance to the Clerk for consideration by Council. IF the employee so wishes he may present his grievance, accompanied by a member of the grievance committee, to a meeting of ~~the Council~~ **a committee of Council** to be held with ten (10) working days of the presentation of the grievance to the Clerk, in order to discuss and resolve the grievance. The Clerk shall give the decision of the Council in writing and within fifteen (15) working days of the presentation of the grievance to the Clerk.

Article 10.02 The normal hours of work shall be as follows:

- a) For Development & Works employees, the normal hours of work shall be eighty (80) hours over a two week period, on a flexible basis, commencing 12:01 a.m. **Saturday Sunday** and ceasing at 11:59 p.m. **Friday Saturday**, in accordance with established pay periods.
 - b) For Parks and Recreation employees, the normal hours of work shall be eighty-eight (88) hours over a two week period, on a flexible basis, commencing 12:01 a.m. Sunday and ceasing at 11:59 p.m. Saturday, in accordance with established pay periods.
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- e) For regular part-time employees, the normal hours of work shall be assigned by the Employer to not normally exceed ~~twenty-four (24)~~ **thirty (30)** hours per week.

For full time Parks and Recreation employees hired after January 1, 2015 the normal hours of work shall be eighty (80) hours over a two week period, on a flexible basis, commencing 12:01 a.m. Sunday and ceasing at 11:59 Saturday, in accordance with established pay periods.

10.05

All **full time** employees shall be allowed two (2) non-consecutive fifteen (15) minute rest periods and an unpaid lunch break of no less than thirty (30) minutes and no greater than sixty (60) minutes in duration during each work period.

11.07 PAID HOLIDAYS

Employees shall be granted the following Paid Holidays with pay, except as provided in Article 13.01 (g) (ii):

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

And also any other day or days proclaimed by the Government of Canada or the Government of the Province of Ontario or by the Council of the Town of Renfrew, and should any days be proclaimed it is agreed by the parties that they shall be exchanged for either Easter Monday, August Civic Holiday, or Remembrance Day such that the total number of paid holidays shall be maintained at fourteen (14).

Any ~~Statutory/Paid~~ Holiday falling on a Saturday or a Sunday shall be observed on the next following Monday ~~with the exception of Remembrance Day. When Remembrance Day falls on a Saturday or a Sunday it shall be observed on either the preceding Friday or the following Monday as may be agreed from time to time.~~

When Christmas falls on a Saturday or a Sunday, Christmas shall be observed on the next following Monday and Boxing Day shall be observed on the next following Tuesday.

- c) In addition, employees shall be granted three (3) floating holidays.

No employee shall be paid for any paid holiday:

- a) unless he works his last regularly scheduled work day preceding and his next regularly scheduled work day following the holiday; or
- b) if he is off work due to suspension, leave of absence, pregnancy leave, jury leave, or Worker's Compensation; or
- c) if he has agreed to work on a paid holiday and, without reasonable cause fails to report and perform his normal duties.

Where a paid holiday falls within an employee's scheduled vacation, he shall receive an additional day with pay to be taken at a time mutually agreed between the Employer and the employee.

If any of the paid holidays fall on an employee's scheduled day off, the employee shall be entitled to a day off with pay at a time mutually agreed to by the employee's Department Head. Any banked days must be used by December 1. (ref: 10.10 a))

11.08 SUPPLEMENTAL HOLIDAYS

- a) All full time employees shall be granted ~~four (4) hours~~ ½ day leave without loss of normal pay, benefits or seniority, on the last normal working day immediately preceding Christmas Day and the last normal working day immediately preceding New Year's Day.
- b) A part-time or term employee shall be paid for these days in the same manner that he is paid for statutory holidays.

ARTICLE 13: HEALTH AND WELFARE BENEFITS

13.01 INCOME PROTECTION PLAN

a) SHORT TERM INCOME REPLACEMENT BENEFITS

All full-time employees who are unable to perform their duties due to a non-occupational illness or injury shall be entitled to Short-term Income Replacement Benefits, calculated on the employee's normal rate of pay, in accordance with the following schedule:

<u>Length of Service</u>	<u>100% Salary</u> (weeks)	<u>75% Salary</u> (weeks)
2 weeks - 3 months	1	16
3 months - 6 months	2	15
6 months - 12 months	3	14
1 year - 2 years	4	13
2 years -3 years	5	12
3 y ears-4 years	6	11
4 years-5 years	7	10
5 years-6 years	8	9

6 years -7 years	9	8
7 years-8 years	11	6
8 years-9 years	13	4
9 years-10 years	15	2
10 years or more	17	0

d) TOP -UP

- (i) Full-time employees may elect to apply ~~the full pay relating to the occurrence of a Statutory Holiday during the period in which they are in receipt of Short term Income Replacement benefits as well as any remaining days of personal or annual leave~~ **any remaining days of annual leave or banked time** in order to "top-up" benefits in accordance with this section.

e) BENEFIT CLAIM FORMS AND CERTIFICATION

- (iv) If the absence is expected to exceed five (5) working days, the employee is required to file a Medical Certificate of Disability (MCD) form completed by a qualified medical practitioner, **within 10 working days of the commencement of the absence.**

ARTICLE 15: TERM

15.01 This agreement shall come into force and effect on the first day of January ~~2014~~ **2015**, and shall remain in force and effect until the last day of December ~~2014~~ **2019** and unless either party gives to the other party written notice by registered mail of the termination, or of a desire to negotiate the amendment or modification of this agreement as hereinafter provided, for a further year without change, and so on from year to year thereafter.

14.05 c) The parties agree to a working group to review this article, considering other options, i.e. having the Employer pay a vendor directly for tools, equipment and work clothes.

OT hours – bank 120 hours (3 weeks) – 1 week of which has to be taken in “shoulder time” (March 15 – May 15 and/or Oct 15 – Dec 15). subject to as required in existing language 7 days notice.

Manulife Benefit Coverage – the parties agree to do a review of the benefit package to ensure most bang for their buck. Joint representation on the committee doing the review.

VAC- 5 weeks after 18 years

CSR RATE \$17.00 RETRO TO JAN 1/16 ONLY

5 YEAR DEAL

MEMORANDUM OF SETTLEMENT

Between: **Renfrew Public Library**
(hereinafter referred to as "the Employer")

and

The Canadian Union of Public Employees and its Local # 121-01
(hereinafter referred to as "the Union")

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5. Wages:

January 1, 2015	1.5%
January 1, 2016	1.5%
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6. Retroactivity

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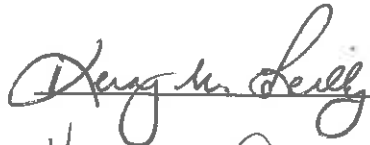
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**SIGNED THIS 20th DAY OF APRIL, 2016, AT THE TOWN OF RENFREW,
ONTARIO.**

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION





Kelly Coughlin

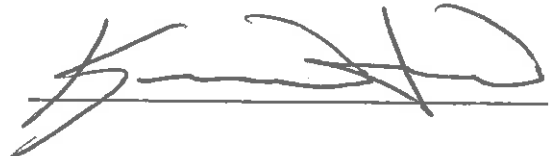
















Agreed to Items in Bargaining
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The Corporation of the Town of Renfrew
and
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and its Local 121-01

Article 2.02, Article 2.03, and any other articles referencing the definition of a part-time worker changes from 24 to 30 hours.

2.05 Match 121 language for a temporary employee.

New Language:

A “temporary” employee is one who is hired to replace an employee within the bargaining unit on an approved leave of absence, absence due to WSIB disability, short term disability, or long term disability. The release or discharge of such temporary employees shall not be subject of a grievance or arbitration.

Temporary employees shall be covered by all articles of this collective agreement, save and except:

- **Leaves of Absence**
- **Short Term Disability**
- **Long Term Disability**
- **Health Benefit Plans (EHC, Dental, etc.)**
- **Pension Plan**

Article 11.07 Probation – 6 months. Match 121 language

Article 11.08 delete

Article 11.11 – small change to job posting (bulletin boards)

Article 13.01 Easter Monday becomes Easter Sunday, 3 float days, match language with 121

Article 14.02 VAC 5 weeks – 18 years

Article 16.01 a) delete first two lines under length of service to match language in 121

Article 16.01 d) add ‘and banked time’ using language to match 121

Article 17.02 Change wages to current

Article 17.04 Change wages to current

Article 18 Term Jan 1/2015 - Dec 31/2019

When a vacancy occurs that the Employer chooses to fill, or a new position is created inside the bargaining unit, the Employer shall notify the Union in writing and post the notice of the position in the Employer's offices and shops and on all bulletin boards for a minimum of ~~ten (10) working days~~ **fourteen (14) calendar days** in order that all members will know about the position and be able to make written application there. Both parties recognize:

- a) The principle of promotion within the service of the Employer; and
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Manulife Benefit Coverage – The parties agree to do a review of the benefit package to ensure most bang for their buck. Joint representation on the committee doing the review.
