

**AGENDA  
AUGUSTA TOWNSHIP  
C.O.W. SPECIAL MEETING  
July 8, 2019 at 1:00 P.M.**

**REGULAR COUNCIL – EXECUTIVE SESSION**

- A. Call to Order
- B. Mayor's Opening Remarks
- C. Approval of Agenda
- D. Approval of Minutes of Previous Meetings
- E. Disclosure of Interest and Nature Thereof
- F. Business Arising from the Minutes
- G. Delegations and Presentations
- H. Correspondence and Petitions
- I. **MOVED TO COMMITTEE OF THE WHOLE**
- J. **COMMITTEE/STAFF REPORTS**

**UCLG Council  
Health Unit Board  
Recreation  
EDTC  
Library Board  
Operations  
Admin & Finance  
Fire Dept.**

**Administration and Finance**

- Report Maitland Fire Station Loan
- Report OPSEU Contract

**Operations**

**Planning and Building Services**

**Protective Services**

**K. RETURN TO REGULAR MEETING OF COUNCIL**

L. New and Unfinished Business

M. Notice of Motions

N. By-Laws

O. Announcements

P. Question Period for the Public

Q. Question Period for the Press

R. Closed Session as per Section 239 of the Municipal Act 2001

- Acquisition and Disposition of Municipal Land

**S. RISE FROM COMMITTEE OF THE WHOLE IN CAMERA**

T. Reporting Out from Closed Session

U. By-law to confirm Proceedings of Council

V. Adjournment

**REPORT** 2019-078  
**COUNCIL** July 8, 2019  
**PREPARED BY** Ray Morrison, CAO/Treasurer  
**RE;** OPSEU COLLECTIVE AGREEMENT (2019 TO 2021)

**RECOMMEND:**

**THAT** Council receive this report and authorize the CAO/Treasurer and Mayor to sign the collective agreement and related letters of understanding between the OPSEU Local 94 and the Corporation of the Township of Augusta and the Augusta Township Public Library Board, for the period from January 1, 2019 and December 31, 2021.

**AND THAT** Council authorize the CAO/Treasurer to make necessary current and retroactive adjustments to staff compensation in accordance with the new collective agreement.

**BACKGROUND AND FINANCIAL IMPACT**

A three-year collective agreement with OPSEU Local 94 has been negotiated.

**Attachment: Tentative Agreement for the renewal of the Collective Agreement Expired December 31, 2019.**

Significant changes and their financial impacts are noted below:

Across the board rate increases to all job categories will have approximately the following annualized impact:

2019 - \$0.65 - \$11,946  
2020 - \$0.51 - \$9,373  
2021 - \$0.52 - \$9,557

The agreement includes other changes including:


A change from employees paying 30% of benefits to the Employer paying 100% of benefits. With the current mix of staff, this change will cost the employer approximately \$15,090 per year subject to the mix of family and single coverage of staff.

Day off in lieu of compensation for Public Works' employees during the winter plowing season have increased from 5 to potentially 7, subject to weather conditions and manager's discretion. Unless overtime is incurred to cover the employee when they take the time off in lieu, there will be no direct financial impact.

An increase in the part time percentage in lieu of benefits from 4% to 6% will increase costs by approximately \$390 per year.

Other administrative changes throughout the Bylaw should have minimal to no cost impacts and are considered housekeeping amendments.

These increases exceed the 2019 Budget estimates of 2.3% and will be partially offset by prorating and staff vacancies. The impact on non-union compensation and benefits practices will be addressed in a separate report and compensation by-law.

  
-----  
R. Morrison, CAO/Treasurer

-----  
Annette Simonian, Clerk

## **MEMORANDUM OF SETTLEMENT**

**Between**

**Ontario Public Service Employees Union  
on behalf of its Local 494**

**(“OPSEU”)**

**and**

**The Corporation of the Township of Augusta and the Augusta Public Library  
Board**

**(“The Employer”)**

**RE: Tentative Agreement for the Renewal of the Collective Agreement  
Expired December 31, 2018**

The parties agree to the following:


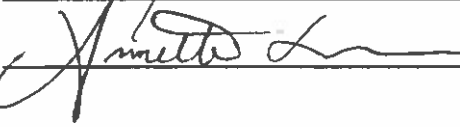
1. The Employer and OPSEU (“the Parties”) hereby agree that the terms and conditions of this Memorandum of Settlement constitute a full and complete settlement of all issues in dispute between them in regards to the renewal of the Collective Agreement that expired on December 31, 2018.
2. The term of the Collective Agreement shall be from January 1, 2019 to December 31, 2021.
3. The Parties agree that the renewal of the Collective Agreement shall be in the form of the previous Collective Agreement between the Parties, subject to the changes/amendments outlined in the agreed to articles (as evidenced through signed-off language by the parties during bargaining) attached hereto as Schedule “A”, and the terms of this agreement. All other proposals and counterproposals submitted during the course of bargaining shall be deemed withdrawn.
4. The economic increase shall be as follows:

Effective January 1, 2019	\$0.65 per hour across the board
Effective January 1, 2020	\$0.51 per hour across the board
Effective January 1, 2021	\$0.52 per hour across the board
5. Retroactive pay adjustments shall be paid no later than **45 days** from the date of ratification by both parties.
6. As of July 1, 2019 the Employer will start paying 100% of the Health Plan Premiums as outlined in Article 14 – Health Plan Benefits.

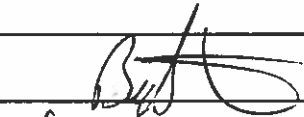

7. The parties agree to retroactively implement to January 1, 2019 the percentage in lieu of benefits to 6% as per Article Article 14.04 – Percentage in Lieu of Benefits
8. This Memorandum of Settlement is conditional on ratification by OPSEU membership and the the The Corporation of the Township of Augusta and the Augusta Township Public Library Board. The undersigned representatives agree to unanimously recommend complete acceptance of all of the terms and conditions of this Memorandum of Settlement to their membership as full and complete settlement of all issues in dispute.
9. The parties agree to meet to discuss the formatting and the finalizing of the collective agreement document. It is expressly understood and agreed that this may include re-numbering and re-ordering of articles.
10. The terms of this Memorandum of Settlement shall remain confidential until such time as the ratification meetings takes place. It is understood however that the Union will be presenting sufficient information to their members in advance of the ratification meeting, concerning the tentative agreement. It is also understood that the Employer will be presenting information to Township Council and Public Library Board on a confidential basis. The disclosure of information in accordance with this paragraph shall not be deemed to be a breach of confidentiality.
11. Notwithstanding the preceding paragraph, the parties can announce to third parties that they have entered into an agreement for the renewal of the Collective Agreement, the terms of which shall remain confidential until the ratification meetings.
12. The Parties to this Agreement agree that the terms and conditions of this Memorandum of Settlement shall become effective as of the date of ratification of the Memorandum of Settlement, except as specifically provided otherwise.

Signed in Maynard on this 2nd day of July, 2019 at 10:30 ~~am~~ pm

For the Employer

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

For the Union

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

**ARTICLE 18.02 – SAFETY SHIRTS**

**PROPOSED CHANGE**


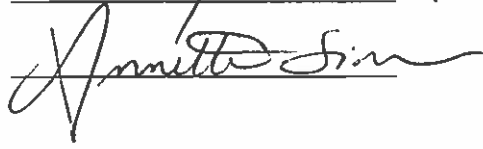
**UNION counters**

18.02 As operationally required, the Employer will supply employees with the following personal protective equipment:


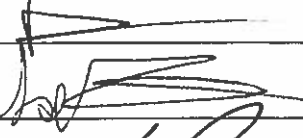

- Safety rubber boots
- CSA approved boots (with proof of purchase to a total maximum of \$250.00 225/year upon completion of his/her probationary period as set out in Articles 7.05 and 7.07) with no limit on the number of pairs.
- Five (5) safety shirts (any combination of t-shirts, hoodies, long sleeve shirts, etc)
- Full-time employees will receive winter and summer safety clothing, either a jacket and bib combo or coveralls.
- Part-time and seasonal employees will receive winter and/or summer safety clothing, either a jacket and bib combo or coveralls, where appropriate at the manager's discretion.
- One (1) pair of prescription safety glasses for employees who require corrective eyewear, where appropriate at the manager's discretion.

Rest of article stays status quo.

Dated at Maynard this 28 day of June, 2019.

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

Employer

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

Union

**SCHEDULE "A" – WAGE GRID**

CURRENT LANGUAGE

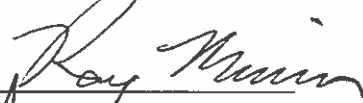
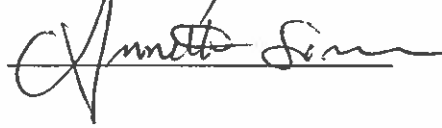
**UNION AGREES**

Job Classifications and Wage Rates




Add new Job Classification: **Place in the grid with Assistant Librarian .....**

Planning and Community Development Co-ordinator

Dated at Maynard this 28 day of June, 2019.

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

Employer

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

Union

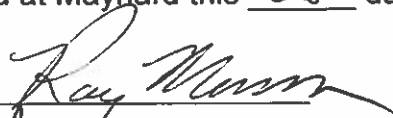
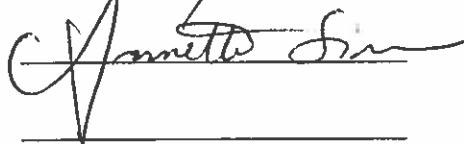


**REVISED**

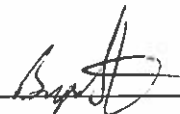

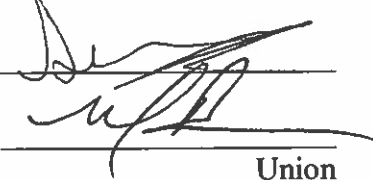
18.04 The Employer will pay an employee for all medical examinations and associated documentation as well as the MTO testing to renew an "A", "D", and/or "Z" license required for the job.

Where the Township requires an employee to obtain the necessary license for the job, the costs of the license and testing shall be reimbursed upon successful completion.

Dated at Maynard this 28 day of June, 2019.

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

Employer

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

Union

REVISED

**10.03 Office Employees**

The normal work week shall consist of five (5) seven and one-half (7 1/2) hour shifts, i.e., thirty-seven and one-half (37 1/2) hours per week, with the day shift being performed 0830 hours to 1630 hours, with one-half (1/2) hour for meal break Monday through Friday.

Specific conditions may require the Employer to assign employees to work shifts other than 0830 hours and 1630 hours. Employees assigned to work hours outside the hours listed above ~~shift work other than the day shift~~ shall be paid a shift premium of one dollar twenty-five cents (\$1.25) per hour for all hours worked outside the day shift hours defined above.

Dated at Maynard this 28 day of June, 2019.

Ray Minin  
Annelle Simon

Employer

[Signature]  
[Signature]  
[Signature]  
[Signature]

Union

**ARTICLE 20 – WAGE RATES**

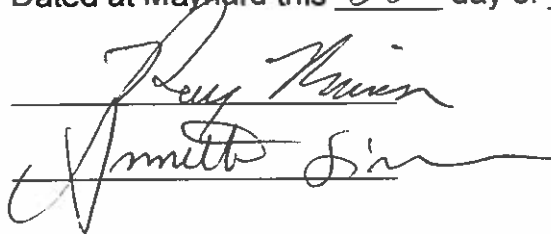
**GWI Across the board**

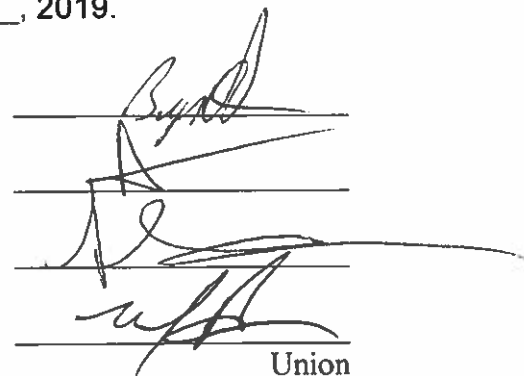
2019 - \$0.65 (sixty-five cents)/hour applied to all classifications and grid years.

2020 - \$0.51 (fifty-one cents)/hour applied to all classifications and grid years.

2021 - \$0.52 (fifty-two cents)/hour applied to all classifications and grid years.

Dated at Maynard this 28 day of June, 2019.

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Employer

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Union

Benefits

Change of Carrier

It is understood that the Employer may at any time substitute another insurance carrier for any plan provided such change does not result in the reduction of any benefits. The Employer shall provide to the Union specifications of the benefit program contracted for prior to implementation of any change.

Dated at Maynard this 28 day of June, 2019.

Ray Mason  
Annette Linn

Employer

[Signature]  
[Signature]  
[Signature]

Union

**PROPOSED CHANGE**

14.02 ~~For employees hired before April 28, 2014, For all full-time employees, the Employer agrees to pay 100% of the premium cost to the following medical and insurance plans.~~

a) Extended Health Coverage;

(i) Vision Care coverage for eyewear (including prescription sunglasses) and repairs up to three hundred dollars (\$300.00) every twenty-four (24) months for each employee, his or her spouse and eligible dependents;

(ii) In addition, the Employer agrees to provide up to one hundred (\$100.00) ~~seventy-five dollars (\$75.00)~~ for the cost of eye examinations biannually with the original receipt being provided.

(b) Dental (current ODA fee schedule)

(c) Accidental Death and Dismemberment Insurance

14.03 SQ

14.04 Regular part-time and Seasonal employees shall receive six percent (6%) ~~four percent (4%)~~ of gross pay in lieu of benefits payable in accordance with the regular pay cycle.

~~14.05 For employees hired on or after April 28, 2014, the Employer agrees to pay 70% of the premium cost and employees will pay 30% for the benefits identified in Article 14.02.~~

Dated at Maynard this 28 day of June, 2019.

Ray Munn  
Annette Simon

Employer

[Signature]  
[Signature]  
[Signature]  
[Signature]

Union

10.07 (a)

**On-Call Duty**

“On-call” duty means a period of time that is not a regular working period, overtime period or call-back period which an employee is required to respond within a reasonable time to a request for:

- (i) recall to the workplace; or
- (ii) the performance of other work as required.

It is understood that there shall be no pyramiding of premium payments.

Where an employee is required to be “on-call” for **more than 5 days any amount of time in a month** ~~extended periods; they shall receive one day off with pay for each month they are required to be on-call. such as the Public Works’ employees during the winter plowing season; he/she shall receive five (5) days off with pay per year as compensation.~~ Employees may request time off from on-call duty and such requests shall not be unreasonably denied ~~and are subject to operational requirements.~~

Dated at Maynard this 28 day of June, 2019.

Ray Munson  
Arnette

Employer

Byrd  
[Signature]  
[Signature]  
[Signature]

Union

**UNION response – FURTHER DISCUSSIONS**

12.01 Full-time employees will earn vacation on a weekly basis to reflect the following entitlements;

<u>Years of Service</u>	<u>Vacation in Weeks</u>
Less than three (3) years of service as a full-time employee	Two (2) weeks
Upon completing three (3) years of service as a full-time employee	Three (3) weeks
Upon completing ten (10) years of service as a full-time employee	Four (4) weeks
Upon completing fifteen (15) years of service as a full-time employee	Five (5) weeks
Upon completing twenty-four (24) years of service as full-time employee	Six (6) weeks

**An employee who leaves the employ of the Township for any reason shall be entitled to receive any unpaid vacation pay which has accrued to the date of their separation of employment. Employees hired after September 16, 2016 will only receive a maximum of four (4) weeks vacation after ten (10) years of service.**

**Any vacation in excess of the carry over amount in Article 12.03 shall be paid out the first week of December unless already booked to use prior to January 1<sup>st</sup> of the upcoming year.**

~~An employee who resigns in his/her first year of employment is entitled to four per cent (4%) of his/her gross pay in lieu of vacation for the period earned. An employee may accumulate vacation credits equal to his/her annual accrual in the first year of employment and under special circumstances, may take time off after those credits are earned with the approval of an employee's manager.~~

Dated at Maynard this 2 day of July, 2019.

Ray Munn  
~~Amette Lee~~ #G-2  
Amette Lee

Employer

[Signature]  
[Signature]  
[Signature]

Union

**Letter of Understanding**

**Between**

**The Ontario Public Service Employees Union**

**And**

**The Corporation of the Township of Augusta and  
The Augusta Township Public Library Board**

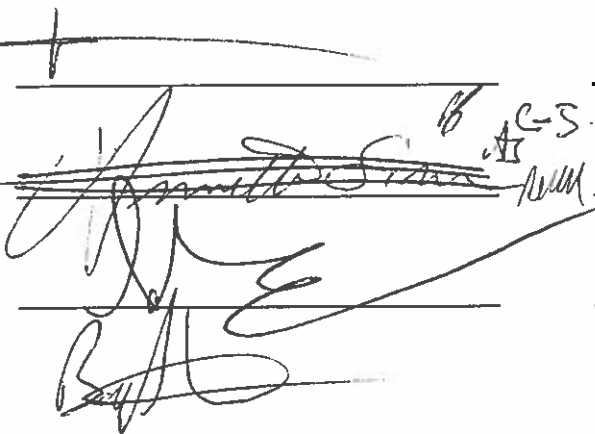
**Re: Position Review**

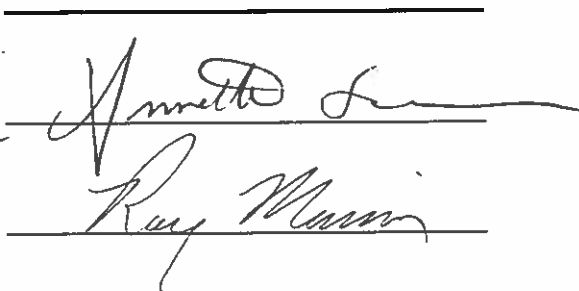
The Parties agrees to meet within two months of ratification of this agreement to review the Financial Analyst, Civil Engineering Technologist and Mechanic Job Description to determine if the positions belong within the Bargaining Unit. If a position is determined to be within the bargaining unit, the parties will decide on the rate of pay for the position. If an agreement cannot be made then the matter will be brought forward to arbitration.

Signed in Maynard on this 2 day of July, 2019.

For the Union:

For the Employer:

  
A handwritten signature in black ink, appearing to be "Annette Simon", is written over a horizontal line. Above the signature, there are handwritten initials "B" and "A-C-S". Below the signature, there are several scribbles and another signature.

  
A handwritten signature in black ink, appearing to be "Annette Simon", is written over a horizontal line. Below it, another signature "Ray Martin" is written over another horizontal line.