

**THE CORPORATION OF THE  
TOWNSHIP OF EDWARDSBURGH CARDINAL**

**BY-LAW NO. 2020-**

**“A BY-LAW TO ENTER INTO A MEMORANDUM OF AGREEMENT WITH THE  
CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2311-02”**

**WHEREAS** the Municipal Act 2001, SO 2001, Chapter 25, Section 8(1) states that the powers of a municipality shall be interpreted broadly so as to confer broad authority on municipalities to govern their affairs as they consider appropriate and to enhance their ability to respond to municipal issues; and

**WHEREAS** the Municipal Act 2001, SO 2001, Chapter 25, Section 8(2) states that in the event of ambiguity, the ambiguity shall be resolved so as to include, rather than exclude, municipal powers that existed before the Municipal Act, 2001 came into force; and

**WHEREAS** the Municipal Act 2001, SO 2001, Chapter 25, Section 9 gives the municipality the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this Act; and

**WHEREAS** the Council of the Corporation of the Township of Edwardsburgh Cardinal entered into a Collection Agreement with the Canadian Union of Public Employees (Local 2311-02) for the period of January 1, 2017 to December 31, 2020 at their regular meeting of Council on September 25, 2017; and

**WHEREAS** the Collective Agreement with the Canadian Union of Public Employees (Local 2311-02) tasked the parties to review the certificates and qualifications to operate certain pieces of equipment and the rates of pay associated with such; and

**AND WHEREAS** the Council of the Corporation of the Township of Edwardsburgh Cardinal wishes to enter into a Memorandum of Agreement with the Canadian Union of Public Employees (Local 2311-02);

**NOW THEREFORE** the Council of the Corporation of the Township of Edwardsburgh Cardinal enacts as follows:

1. That the Mayor, CAO and Treasurer are hereby authorized to execute the Memorandum of Agreement attached hereto as Schedule “A” on behalf of the Township of Edwardsburgh Cardinal.
2. The Memorandum of Agreement as attached hereto is hereby approved and adopted and shall form part of this by-law.
3. That this by-law shall be known as the “CUPE Collective Agreement – Memorandum of Agreement”.
4. That this by-law shall come into force and take effect on its passing.

Read a first and second time in open Council this 24 day of February, 2020.

Read a third and final time, passed, signed and sealed in open Council this 24 day of February, 2020.

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**Mayor**

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**Clerk**

**DRAFT MEMORANDUM OF AGREEMENT** Received

**BETWEEN**

**FEB 20 2020**

**THE TOWNSHIP OF EDWARDSBURGH/CARDINAL**  
**("Township")**

Township of  
Edwardsburgh/Cardinal

**and**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2311-02**  
**("Union")**

The parties entered into a Memorandum of Agreement dated September 25, 2017 ("MOA") to review the certificates and qualifications to operate certain pieces of equipment and the rates of pay associated with such.

As a result of this review, and in complete satisfaction of the mutual commitments set out in the MOA, the parties have agreed to the following:

1. A line of progression shall be established where individuals can move from Equipment Operator Level 1 to Equipment Operator Level 2 to Equipment Operator Level 3 based on education, service and satisfactory performance evaluations.
2. The lead hand position will be posted and awarded as per **Article 10 – Promotions and Staff Changes** in the Collective Agreement upon the signing of this agreement.
3. **Appendix A – Wage Rates** In the Collective Agreement shall be revised for Public Works as follows:

<b><u>Department Classification</u></b>	<b><u>January 1, 2020</u></b>
Lead Hand	\$28.69
Equipment Operator Level 3	\$26.13
Equipment Operator Level 2	\$25.02
Equipment Operator Level 1	\$24.19
Labourer	\$20.63

4. As of January 1, 2020, employees of the Public Works Department will be placed in the new classifications as below:

Lead Hand  
Equipment Operator Level 3  
Equipment Operator Level 2  
Equipment Operator Level 1  
Labourer

To be posted as follows:  
Merrin McGinnis, Wayne Robinson  
Colin Stanger, Ken Smith  
Jay Singer, Kyle Stephenson  
Vacant



5. Increases in wages shall be retroactive to January 1, 2020.
6. Equipment Operators shall progress between the levels as outlined:

a) **Equipment Operator Level 1 to Equipment Operator Level 2**

The employee can move from Equipment Operator Level 1 to Equipment Operator Level 2 once all the criteria below is met:

- Fours (4) years of service in the department
- Satisfactory Performance Evaluations
- Achieving and Maintaining basic courses required through either the Provincial or Federal Ministries, collective agreement and health and safety (ex. Traffic Control, 1st Aid/CPR, WHMIS)
- Successful completion of either the Construction or Maintenance Course through the TJ Mahony Road School Program.

b) **Equipment Operator Level 2 to Equipment Operator Level 3**

The employee can move from Equipment Operator Level 2 to Equipment Operator Level 3 once all the criteria below is met:

- Six (6) years of service at this level + four (4) years as Equipment Operator Level 1
- Satisfactory Performance Evaluations
- Achieving and Maintaining basic courses required through either the Provincial or Federal Ministries, collective agreement and health and safety (ex. Traffic Control, 1st Aid/CPR, WHMIS,)
- Successful completion of the remaining Construction or Maintenance Course through the TJ Mahony Road School Program.
- The employee can operate most Township vehicles and equipment.

c) **Equipment Operator Level 3**

- Ten (10) years of service in total at the Equipment Operator Level 1 and Equipment Operator Level 2
- Met all criteria in Equipment Operator Level 2
- Continuing education: Examples include C.S. Anderson courses (Roadway Management, Signs & Lines, Bridges/Culverts), AORS or Good Roads courses and one (1) leadership course.

7. **Lead Hand Prerequisites are:**

- Ten (10) years of service
- Successful Completion of TJ Mahony Road School Construction and Maintenance Course
- Continuing education: Examples include C.S. Anderson courses (Roadway Management, Signs & Lines, Bridges/Culverts), AORS courses and three (3) leadership courses.

DATED at Spencerville, ON, this \_\_\_\_\_ day of \_\_\_\_\_, 2020

FOR THE EMPLOYER:

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

FOR THE UNION:

*[Signature]*  
\_\_\_\_\_  
*see me*  
\_\_\_\_\_  
\_\_\_\_\_

*R. M. [Signature]*  
*Sally [Signature]*  
*Wayne [Signature]*  
*[Signature]*  
*Ken [Signature]*  
*see me*