

A G R E E M E N T

Between:

**THE CORPORATION OF THE
TOWNSHIP OF NIPIGON**

and

**CANADIAN UNION OF PUBLIC
EMPLOYEES and its LOCAL 87-09**

Term of Agreement: April 1, 2023 - March 31, 2026

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A G R E E M E N T

Between:

THE CORPORATION OF THE TOWNSHIP OF NIPIGON

(hereinafter referred to as the "EMPLOYER")

OF THE FIRST PART.

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL UNION NO. 87

(hereinafter referred to as the "UNION")

OF THE SECOND PART.

ARTICLE 1 - PREAMBLE AND INTERPRETATION

1.01 Purpose

The purpose of this Agreement is to maintain a harmonious relationship between the Corporation and its Employees; and to provide an amicable method for fairly and peacefully adjusting disputes which may arise under this Agreement between the Corporation and the Employees and their Union.

1.02 Definitions

Employee shall mean a person covered by the collective agreement as defined in Article 3.01 who has completed the probationary period.

Probationary Employee shall mean a person hired on a trial basis for three (3) continuous months to determine suitability for continuing employment in a regular position.

Part-Time Employee

A part-time employee shall mean one who has satisfactorily completed the probationary period.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 Management Rights

The Union recognizes and acknowledges that the Management of the operation and direction of the working force are fixed exclusively in the Corporation and, without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Corporation to:

- (a) maintain order and efficiency;
- (b) Hire, promote, demote, classify, transfer, suspend and rehire employees, and to discipline or discharge any employee for cause provided that a claim by an employee who has acquired seniority that they have been discharged or disciplined without cause may be the subject of a grievance and dealt with as hereinafter provided;
- (c) make, enforce and alter from time to time, rules and regulations to be observed by the employees;
- (d) determine the nature and kind of business conducted by the Corporation, the kinds and locations of departments, equipment and materials and parts, the methods and techniques of work, the content of jobs, the schedules of

work, the number of employees to be employed, the extension, limitations, curtailment or cessation of operations or any part thereof, and to determine and exercise all other functions and prerogatives which shall remain solely with the Corporation except as specifically limited by the express provisions of this Agreement.

2.02 Not Discriminatory

It is agreed and understood that these rights shall not be exercised in a manner inconsistent with the provisions of this Agreement.

ARTICLE 3 - RECOGNITION AND NEGOTIATION

3.01 Bargaining Unit

The Corporation recognizes the Union as the sole and exclusive bargaining agent for all employees in the bargaining unit, that is to say all its employees save and except the Clerk-Treasurer, Deputy-Clerk Treasurer, Confidential Secretary, Public Works Superintendent, non-working foreman and those above that rank, and those employees employed for less than twenty-four hours per week and hereby agrees to negotiate with the Union or any of its authorized committees, concerning matters effecting the relationship between the parties.

3.02 Work of the Bargaining Unit

Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except in cases mutually agreed upon by the Parties.

3.03 No Other Agreements

No employee shall be required or permitted to make a written or verbal agreement with the Employer or their representatives which may conflict with the terms of this collective agreement.

ARTICLE 4 – DISCRIMINATION AND WORKPLACE HARASSMENT

4.01 Employer Shall Not Discriminate

The Employer agrees that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee in the matter of hiring, wage rates, training, up-grading, promotion, transfer, layoff, recall, discipline,

classification, discharge or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, sex or marital status, family relationship, place of residence, nor by reason of their membership or activity in the Union.

The Employer further agrees to consult with the Union in the development and implementation of a 'General and Sexual Harassment Policy'. Such policy to be reviewed by the parties on a regular basis.

4.02 Union Activities

It is agreed that the Union and the employees will not engage in Union activities during working hours or hold meetings at any time on the premises of the Corporation without the permission of the Department Head or their designate.

ARTICLE 5 - UNION MEMBERSHIP REQUIREMENT

5.01 All Employees to be Members

All employees of the Employer, as a condition of continued employment, shall become and remain members in good standing of the Union according to the constitution and by-laws of the Union. All new employees shall, as a condition of continued employment, become and remain members in good standing in the Union.

ARTICLE 6 - CHECK-OFF OF UNION DUES

6.01 Check-Off Payments

The Employer shall deduct Union dues from all employees in the bargaining unit as provided in the Labour Relations Act.

6.02 Deductions

Deductions shall be made from the first payroll of each month and shall be forwarded to the Secretary-Treasurer of the Union not later than the 15th day of the month, accompanied by a list of the names, addresses and classifications of employees from whose wages the deductions have been made. Newly hired, terminating, laid-off and recalled employees will be identified on such a list.

6.03 Dues Receipts

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

ARTICLE 7 - LABOUR-MANAGEMENT RELATIONS

7.01 Correspondence

All correspondence between the parties, arising out of this agreement or incidental thereto, shall pass to and from the Clerk-Treasurer and the Lead Steward of the Union, with a copy to the CUPE National Representative.

7.02 Contact Information

The Employer will provide to the Union a list of all employees in the bargaining unit. The list will include each person's name, job title/classification, home mailing address, home telephone number, cell number and work emails. If the Employer has personal emails, they will provide to the Union.

The list will also indicate the employee's work site and employment status (full-time, part-time, temporary, seasonal and casual) and if the employee is on a leave of absence and nature of leave.

The employee contact list will be provided in an electronic spreadsheet to the CUPE National Representative on a quarterly basis.

ARTICLE 8 - LABOUR MANAGEMENT SAFETY COMMITTEE

8.01 Establishment of Committee

A Labour-Management Committee consisting of not more than three (3) employees, who are members of the Union, and not more than three (3) representatives of the Employer shall be established and shall meet upon the request of either party.

8.02 Chair of the Meeting

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

8.03 Minutes of Meeting

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

ARTICLE 9 - LABOUR-MANAGEMENT BARGAINING RELATIONS

9.01 Union Officers and Stewards

The Union will inform the Employer in writing of the names of its officers and stewards from time to time and the Employer will not be required to recognize the officers or stewards until it has been notified in writing by the Union of the names of the employees elected including the name of the Lead Steward. Similarly the Employer will inform the Union of the names of Supervisors.

ARTICLE 10 - UNION BARGAINING COMMITTEE

10.01 A Union Bargaining Committee shall be elected or appointed and shall consist of not more than three (3) employees, who are members of the Union. The Union will advise the Employer of the Committee members.

10.02 CUPE National Representative

The Union shall have the rights at any time to have the assistance of the CUPE National Representatives when dealing or negotiating with the Employer.

10.03 Time Off for Meeting

The Bargaining Committee members, who are in the employ of the Employer shall have the right to attend negotiation meetings between the Employer and the employees held within working hours without loss of remuneration; if such meetings are held outside of working hours, no remuneration shall be paid by the Employer. Such payment will be made up to two (2) full days of conciliation.

ARTICLE 11 - RESOLUTIONS

11.01 Resolutions

The Employer agrees to supply the Union's Lead Steward with copies of all minutes of its regular meetings.

ARTICLE 12 - GRIEVANCE PROCEDURE

12.01 Definition of Grievance

A grievance under this agreement shall be defined as any difference or dispute between the Employer and any employee or group of employees or the Union arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement.

12.02 Complaint

Prior to a difference or dispute being taken up as a formal grievance, an employee must first attempt to resolve the difference or dispute as a complaint with their immediate supervisor (or their designate in their absence) in a meeting within (5) five working days of the event giving rise to the difference or dispute. The employee may have the assistance of a Steward at such discussions.

12.03 Permission to Leave Work

The Union acknowledges that the Lead Steward or their designate will continue to perform their regular duties on behalf of the Employer, and that they will not leave their regular duties without first obtaining permission from their supervisor, which permission shall be given within a reasonable length of time and on resuming regular duties they will report to their supervisor.

12.04 Settling of Grievances

Step 1

The written grievance shall be submitted to the Clerk-Treasurer within 5 full working days following the receipt of the complaint stage. The Clerk-Treasurer will hold a meeting with the grievor, accompanied by their steward within 5 working days. The Clerk-Treasurer shall render their decision within 5 full working days.

Step 2

Failing satisfactory settlement being reached at Step 1, the written grievance shall be submitted to the Township Council's Labour Relations Committee within five (5) working days. The Township Council's Labour Relations Committee will schedule a meeting within 5 working days or a date agreeable between the parties, with the grievor, accompanied by the Steward and the CUPE National Representative. The Township Council's Labour Relations Committee shall render its decision within fifteen (15) working days.

Step 3

If final settlement of the grievance is not reached at Step No. 2, and if the grievance is one which concerns the interpretation of alleged violation of the Agreement, then the grievance may be referred in writing by either party to a Board of Arbitration as provided in Article 13 below at any time within thirty (30) full working days after the decision is given under Step No. 2 and if no such written request for arbitration is received within the time limits, then it shall be deemed to have been abandoned.

12.05 Replies in Writing

All replies to and decisions respecting grievances shall be in writing and state the reasons.

12.06 Time Limits

Time limits shall be computed by excluding Saturday, Sunday, Statutory Holidays. Failure of the employee or the Union to meet the time limits in processing the grievance will cause the grievance to expire.

Time limits may be extended by the mutual agreement of the parties, such agreement to be valid only if signed by the Clerk-Treasurer or their designate and the employee or the Chief Steward or their designate or the CUPE National Representative.

12.07 Policy Grievance

Where a dispute involving a question of general application or interpretation of this Agreement occurs, or where a grievance involves a group of employees or the Union.

12.08 Completion of Grievance

The grievance procedure established under this Collective Agreement must be exhausted before a grievance can be processed to arbitration.

12.09 Facilities for Grievances

The Employer shall supply the necessary facilities for the grievance meetings.

12.10 Mutually Agreed Changes

Any mutually agreed changes to this collective Agreement form part of this collective agreement and are subject to the grievance arbitration procedure.

12.11 Technical Objections to Grievances

No grievance shall be defeated or denied by any formal or technical objection. An arbitrator shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance, in order to determine the real matter in dispute and to render a decision which they deem just and equitable.

ARTICLE 13 - ARBITRATION

13.01 Composition of Board of Arbitration

When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail, fax or email, addressed to the other party of the Agreement, indicating the name of its appointee on an arbitration board. Within five (5) full working days thereafter, the other party shall answer by registered mail, fax or email indicating the name and address of its appointee to the arbitration board. The two nominees shall then meet to select an impartial chairman.

13.02 Failure to Appoint

If the party receiving the notice fails to appoint an arbitrator, or if the two nominees fail to agree upon a chairman within seven (7) full working days of their appointment, the appointment shall be made by the Minister of Labour upon request of either party.

13.03 Board Procedure

The arbitration board shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee or employer affected by it. The decision of a majority is the decision of the arbitration board, but if there is no majority, the decision of the chairman shall govern. The Board of Arbitration shall not have the power to change this Agreement or to alter, modify or amend any of its provisions.

The Union and the Employer may agree upon a sole arbitrator to hear the difference instead of a Board of Arbitration and if agreement is forthcoming, all other provisions contained in Article 13 shall continue to apply.

13.04 Disagreement on Decision

Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairman of the Board of Arbitration to reconvene the Board to clarify the decision.

13.05 Expenses of the Board

(a) Each party shall pay:

- (1) The fees and expenses of the arbitrator it appoints
- (2) One half the fees and expenses of the Chairman.

13.06 Amending of Time Limits

The parties may agree in writing to extend the time limits in the grievance and arbitration procedure.

13.07 Locations of Arbitration Hearings

All Arbitration meetings are to be held in the Township of Nipigon.

13.08 Management Grievances

Any grievance instituted by Management may be referred in writing to the Lead Steward and the CUPE National Representative within five (5) full working days of the occurrence of the circumstances giving rise to the grievance, and the Lead Steward and the CUPE National Representative shall meet within five (5) full working days thereafter with Management, or a date agreeable between the parties, to consider the grievance. If final settlement of the grievance is not completed within fifteen (15) full working days of such meeting, the grievance may be referred, by either party, to a Board of Arbitration as herein provided.

13.09 Union Grievances

The Union and its representatives shall have the right to originate a grievance on behalf of an employee, or a 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.

ARTICLE 14 - DISCHARGE, SUSPENSION AND DISCIPLINE

14.01 Warnings

Whenever the Employer or a Deputy deems it necessary to censure an employee in a manner indicated that dismissal may follow any repetition of the act complained of, or omission referred to, or may follow if such employee fails to bring their work up to a required standard by a given date, the Employer shall, within five (5) working days thereafter give written particulars of such censure to the employee, with a copy to their Steward and CUPE National Representative.

14.02 Discharge Procedure

An employee who has completed their probationary period may be dismissed but only for just cause and only upon the authority of the Employer. Such employee and their Steward shall be advised promptly in writing by the Employer of such reason for such discharge or suspension.

14.03 Grievance Procedure

Subject to the provisions of Article 1.02, a claim by an employee that they have been suspended or discharged without just cause shall be treated as a grievance if a written statement of such grievance is lodged with the Clerk-Treasurer at Step No. 1 of the grievance within five (5) full working days after the Steward and the CUPE National Representative has received notification of the date of the warning, suspension or dismissal. Such special grievances may be settled by:

- (a) confirming the management's action; of
- (b) reinstating the employee with full compensation for lost time; or
- (c) any other arrangement which is just and equitable in the opinion of the conferring parties of the Board of Arbitration.

14.04 Unjust Suspension or Discharge

Should it be found upon investigation that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in their former position, without loss of seniority, and shall be compensated for all time lost at their normal rate of pay.

14.05 Crossing of Picket Lines

An employee covered by this agreement shall have the right to refuse to cross a legal picket line arising out of labour disputes, except in emergencies.

14.06 Warning and Adverse Reports

Any adverse reports shall be removed from the employee's file after one (1) year and shall not be used against the employee after that time.

14.07 Access to Personal File

An employee shall have the right on four (4) days notice to have access to review their personal file.

ARTICLE 15 - SENIORITY

15.01 Seniority Defined (Type of Seniority Unit)

Seniority is defined as the length of service in the bargaining unit and shall be used in determining preference or priority for promotions, transfers, demotions, layoffs, permanent reduction of the workforce and recall. Seniority shall operate on a bargaining-unit-wide basis.

Seniority – Part-Time Employees

The Seniority of a part-time employee shall be determined on a pro-rata basis calculated on the number of hours worked since their last hire date. For purposes of this clause, holiday pay paid to the employee under Article 20 of this agreement shall be considered as hour worked when calculating the employee's seniority. For the purposes of this calculation, the number of hours a part-time employee must work to earn one (1) year of service credit shall be as follows:

2080 hours – for a part-time employee working in a job classification where the weekly hours of work are 40.

1885 hours – for a part-time employee working in a job classification where the regular hours of work are 36.25.

15.02 Seniority List

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year.

15.03 Probation for Newly Hired Employees

All new employees hired shall be hired as probationary employees as defined in this Agreement and shall serve a probationary period of three (3) continuous months; which period may be extended by a further three (3) months by mutual consent between the Union and the Employer. During the probationary period the employee shall be entitled to all the rights and benefits of this Agreement except that the suspension or termination of the probationary employee may not be made the subject of a grievance. After completion of the probationary period, seniority

shall be effective from the original date of appointment.

Notwithstanding the above, part-time employees shall serve a probationary period of 680 hours, for those employees working in a classification normally working 40 hours per week or 616 hours for those employees working in a classification normally working 36.25 hours per week who has been assigned to a job classification listed in Schedule 'A' within the bargaining unit and who is thereafter normally employed on a regular basis for less than twenty-four (24) hours weekly. Where it is known that such assignments will exceed a continuous period of thirty calendar days the positing provisions of Article 16 will apply.

In addition, the Employer agrees that notwithstanding the provision of this article and clause 15.04 of this agreement, a part-time employee who is employed in a classification the required hours under the above definition during any twelve month period so as to satisfy the probationary hours specified, then that employee shall gain part-time seniority effective the first day of the twelve month period notwithstanding that the period of employment has not been continuous and that the employee may have been terminated between terms of employment.

15.04 Loss of Seniority

An employee, or part-time employee shall not lose seniority rights if they are absent from work because of sickness, accident, lay-off, or leave of absence approved by the Employer.

An employee, or part-time employee shall only lose seniority in the event

1. They are discharged for just cause and is not reinstated.
2. They resign in writing and does not withdraw within two (2) days.
3. They fail to return to work within seven (7) calendar days following a layoff and after being notified by registered mail to do so, unless through sickness. It shall be the responsibility of the employee to keep the Employer informed of their current address.
4. They are laid off for a period longer than one year.

ARTICLE 16 - PROMOTIONS AND STAFF CHANGES

16.01 Job Postings

When a vacancy occurs or a new position is created, inside the bargaining unit, the Employer shall immediately notify the Union in writing and post notice of the position in the Employer's offices, locker rooms, shops and on all Bulletin Boards for a minimum of one week, so that all members will know about the vacancy or new position.

All Union positions will be posted internally, if a qualified successful applicant cannot be found, the Employer will post externally.

16.02 Information in Postings

Such notice shall contain the following information:

Nature of position, qualifications, required knowledge and education, skills, shift, wage or salary rate or range. The Township of Nipigon is an inclusive employer.

16.03 Role of Seniority in Promotion and Transfers

Both parties recognize the principle of promotion within the service of the Employer, which shall be consistent with seniority depending on the relative qualifications of the employees involved.

16.04 Notification to Employee and Union

Within seven (7) calendar days of the date of appointment to a vacant position within the bargaining unit, the name of the successful applicant shall be sent to each applicant and a copy posted on all bulletin boards.

16.05 Handicapped Worker Provision

An employee unable through injury or illness to perform their normal duties shall be provided with alternate suitable employment wherever possible.

16.06 Older Worker Provision

An employee who, through advancing years is unable to perform their normal duties, shall be provided with alternate suitable employment wherever possible.

ARTICLE 17 - LAYOFFS AND RECALLS

17.01 Layoffs

In the event of a lay-off, employees shall be laid off in the reverse order of their bargaining-unit-wide seniority providing the employees remaining are qualified and willing to perform the work available.

17.02 Recalls

Employees shall be recalled in the order of their seniority providing such employees are qualified and willing to perform the work for which they are recalled.

17.03 New Employees

New employees shall not be hired within the bargaining unit until those laid off have been given notice of recall by registered mail to their last known address and failed to report for work within seven (7) days of receipt of such notice.

17.04 Grievances on Lay-Offs and Recalls

Grievances concerning lay-offs and recalls shall be initiated at Step 1 of the Grievance Procedure.

17.05 Notice of Lay-Offs

The Employer shall notify employees, who are to be laid off, in accordance with the Employment Standards Act, that is to say, an employee who has worked three months or more shall be given written notice of termination by the Employer of at least:

- (a) one (1) week if the employee worked less than two (2) years;
- (b) two (2) weeks if employee worked two (2) years but less than five (5);
- (c) four (4) weeks if employee worked five (5) years but less than ten (10) years;
- (d) eight (8) weeks if employee worked ten (10) years or more.

17.06 Continuation of Benefits

The Employer agrees to pay the applicable coverage for all employee benefit plans for an employee laid off for a period of less than one (1) month.

ARTICLE 18 - HOURS OF WORK

18.01 Normal Hours of Work

The normal work week for all permanent full-time outside employees shall consist of five (5) consecutive days, at eight (8) hours each, with one (1) hour for lunch, commencing Monday and ending Friday.

The hours of work shall be from 6:00 a.m. to 4:00 p.m. If needed for snow removal change of hours will be determined by the public works superintendent or alternate by the preceding workday.

18.02 Community Centre

The normal work week for all permanent full-time recreation employees shall consist of five (5) days, at eight (8) hours each. Any hours of work in excess of an eight hour day that might be required to work will be paid at the appropriate overtime rate. The employer shall retain the right to change the hours of work with a 5 days notice. All shifts including weekend work will be distributed fair and equitable.

Hours of work:

Day Shift: 7:00 a.m. to 3:00 p.m.

Night Shift: 3:00 p.m. to 11:00 p.m.

18.03 Normal Hours of Work (Inside Employees)

The regular work week shall consist of five days from Monday to Friday inclusive; from 8:30 a.m. until 4:30 p.m. with 45 minutes for lunch.

18.04 Rest Period

All employees shall be permitted a coffee break of fifteen (15) minutes both in the first and second half of a shift.

18.05 Reporting Pay Guarantee

In the event of an employee starting work in any day and being sent home, they shall be paid for a minimum of four (4) hours.

18.06 Shift Differential

An employee who is required to work shift work shall receive a shift differential of one dollar (\$1.00) per hour for work performed on shifts other than the day shift.

ARTICLE 19 - OVERTIME

19.01 Overtime Defined

Overtime means that time worked beyond the normal work day or normal work week or on a paid holiday, which has been authorized by the Employer and which may be classified as:

- (a) Emergency Overtime being overtime for which there has been no pre-arrangement;
- (b) Pre-Arranged Overtime being overtime for which notification must be given a minimum of forty-eight (48) hours in advance;
- (c) Extensions Overtime being overtime performed as an extension of normal working hours or within one (1) hour of normal starting time.
- (d) Weekend Standby duty shall be compensated for at applicable overtime rates, provided that an employee performing such duty shall be paid a minimum of four hours at straight time or regular time.

19.02 Compensation for Overtime

Compensation for overtime shall be as follows:

- (a) All hours worked in excess of eight (8) hours per day, Monday through Friday, inclusive, shall be paid at the rate of time and one half of the regular rate; and this rate specified herein applies to emergency overtime, pre-arranged overtime and extensions overtime.
- (b) (i) All hours worked on Saturday shall be paid at the rate of time and one half for the first eight (8) hours worked and this rate specified herein applies to emergency overtime, pre-arranged overtime and extensions overtime.

(ii) All hours worked on Saturday in excess on the first eight (8) worked as stated in 19.02 (b) (i) above, shall be

paid at the rate specified herein applies to emergency overtime, prearranged overtime, and extensions overtime.

- (c) All hours worked on Sunday shall be paid at a rate of double time of the regular rate and this rate specified herein applies to emergency overtime only.
- (d) For emergency overtime, a minimum of four (4) hours at the regular rate or the applicable specified rate, whichever is the greater.

19.03 Call-Back Pay Guarantee

If an employee before leaving work at 5:00 p.m. Monday to Friday inclusive is asked to perform overtime, they shall be paid at a rate of time and one-half if they are asked to return within two (2) hours of quitting time. After two hours, returning to work will constitute a call out to be paid four (4) hours or time and one-half, whichever is greater.

The employee shall be excused as soon as possible after the job for which they were called has been completed. If upon completion of the emergency work that necessitated the call-out the employee is required by the Employer to perform any subsequent additional work which is not directly connected with the work already performed, it shall be regarded as an additional call-out; if the subsequent additional work is directly connected with the work already performed, it shall not be regarded as an additional call-out.

19.04 Standby Pay

An employee required to carry the work cell phone from 4:00 p.m., Monday to the following Monday at 7:00 a.m. will receive a payment of one dollar and fifty cents (\$1.50) per hour for any employee on standby, (i.e., \$184.50 per week per person) will be made or the employee may take time off in lieu of the payment.

Standby is paid at the employee's regular classification rate of pay. An employee who is called out on standby shall be paid either:

- i) a minimum of four (4) hours at their regular classification rate at straight time; or,
- ii) at their applicable overtime rate for the time worked on the call-out, whichever is greater.

19.05 Time Off for Meals

An employee shall be allowed one-half (1/2) hour for meals for every four (4) hours worked. In addition, an employee shall be entitled to a meal of up to eighteen (\$18.00) dollars after the first four (4) hours worked. The employee shall submit the cost of the meal as a receipted expense to the Employer on the appropriate form.

19.06 Time Off in Lieu of Overtime

Instead of cash payment for overtime, an employee may choose to receive time off at premium rate equal to the overtime worked at a time approved by the Employer. An employee may accumulate to a maximum of one hundred and twenty (120) hours of pay at straight time, in any one calendar year, and draw upon such credits to provide time off with pay.

In addition, an employee may accumulate an additional one hundred and forty (140) hours of pay at straight time hours to be used by the employee immediately prior to their retirement.

ARTICLE 20 - HOLIDAYS

20.01 Paid Holidays

The Employer recognizes the following as paid holidays:

New Year's Day	First Monday in August
Good Friday	Labour Day
Easter Monday	Thanksgiving Day
Queen's Birthday	Christmas Day
Dominion Day	Boxing Day
Family Day	Four (4) Floater's (Effective April 1st, 1988)

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

The Employer further agrees to allow employees the time, with pay, to attend the Remembrance Day ceremony. Such time shall not exceed two (2) hours.

20.01 (a)

Floater's (or Floating Holidays) shall be governed by the following:

- they shall be taken one (1) full day at a time;

- they shall not be taken in conjunction with or added to regular or statutory holidays; and
- an employee wishing to take a floating holiday shall give their supervisor at least two working days notice.

20.02 Compensation for Holidays Falling on Saturday or Sunday

When Christmas and/or Boxing Day falls on a Saturday and/or Sunday, the following Monday and/or Tuesday shall be deemed to be the holiday for the purpose of this Agreement.

20.03 Pay for Regularly Scheduled Work on a Holiday

An employee who is not scheduled to work on the above holidays shall receive holiday pay equal to one day's pay. An employee who is scheduled to work shall be paid at the rate of time and one-half plus another day off with pay, in lieu of holiday pay, at a time mutually agreed upon.

ARTICLE 21 - VACATIONS

21.01 Length of Vacation

An employee shall receive an annual vacation with pay in accordance with their years of employment as follows:

Less than one year of service - an amount equal to 4% of the gross wages of the employee.	
One year or more	10 working days
After 2 years or more	15 working days
After 7 years or more	20 working days
After 14 years or more	25 working days
After 18 years or more	30 working days

After 19 years 1 day per year up to a maximum of 5 days.

Part-time employees shall be granted vacation pay in accordance with the following schedule:

Upon completion of Part-time Seniority hours and effective January 1, 2003

Normal 36.5 hour work week	Normal 40 hour work week	
0 to 3796 hours	0 to 4160 hours	4%

3797 to 13286 hours	4161 to 14560 hours	6%
13287 hours and above	14561 hours and above	8%

Such payments to be included with each regular pay.

21.02 Vacation Pay on Termination

An employee terminating their employment at any time in their vacation year, before they have had their vacation, shall be entitled to a pro-rata payment of salary or wages in lieu of such vacation, at termination.

21.03 Preference in Vacations

Vacations shall be granted on the basis of seniority, provided that in the Employer's judgement, there shall remain a sufficient number of employees qualified to perform the work of the Employer.

21.04 Vacation Schedules

Employees shall submit their vacation preferences, in writing to the Employer by April 1st of each year and the Employer shall then post the vacation schedule by April 15th of each year.

21.05 Unbroken Vacation Period

An employee shall be entitled to receive their vacation in an unbroken period, if agreed upon by the Employer, but no broken period shall be less than five (5) working days, unless authorized by the Employer.

21.06 Approved Leave of Absence During Vacation

Where an employee is given retroactively approved leave during their period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, with the approval of the Employer.

21.07 Vacation Carry-over

An employee will not be permitted to carry over their vacation from one year to the next unless requested or approved by the Employer.

ARTICLE 22 - SICK LEAVE

22.01 Sick Leave Defined

Sick leave means the period of time when a permanent full-time employee is permitted to be absent from work with full pay due to examination or treatment by a physician or a dentist, sickness or accident rendering them unable to perform their regular duties as an employee and not compensable under The Worker's Compensation Act.

22.02 Amount of Sick Leave

A permanent full-time employee shall be entitled to sick leave at the rate of one and one-half (1/2) days per month for each month worked with a maximum accumulation of one hundred and thirty-five (135) days. For the purpose of this clause, days worked shall include statutory holidays, floating holidays and vacations.

22.03 Deductions from Sick Leave

A deduction shall be made from accumulated sick leave of all normal working days, exclusive of Holidays, absent for sick leave.

22.04 Proof of Illness

An employee may be required to produce a certification from a medical practitioner for any illness in excess of three (3) working days, certifying that they were unable to carry out their duties due to illness.

22.05 Sick Leave Records

Upon request by an employee, the Employer shall advise them, in writing, of the amount of sick leave accrued to their credit.

22.06 An employee upon retirement, shall be eligible to payment of unused sick pay credits of fifty equal to fifty (50%) per cent of total unused accumulated sick pay credits, not exceeding one hundred and twenty days (120), at their rate of pay immediately prior to retirement.

22.07 Illness in the Family

- a) To attend to ill members of the immediate family (spouse, common-law spouse, child, mother, father, persons acting in the place of a parent, and relatives permanently residing in the same household or with whom the employee resides), the employee

shall be entitled to a leave of absence with pay after notifying the Employer.

- b) For the above, there shall be a maximum allowed of five (5) accumulated sick leave days per illness, provided that the employee shall be limited to a total of fifteen (15) days in any calendar year. Extenuating circumstances will be judged on their merit.

The above-noted leaves of absence shall be granted provided the employee is the only person available.

- c) Each employee shall be allowed to withdraw from their sick leave credits for medical or dental appointments that cannot be arranged outside the normal hours of work.

ARTICLE 23 - LEAVE OF ABSENCE

23.01 Leave of Absence for Public Duties

An employee who is elected to public office shall be allowed leave of absence without loss of seniority during their term of office.

23.02 Bereavement Leave

- (a) An employee shall be granted five (5) regularly scheduled workdays' leave without loss of pay and benefits in the case of death of a parent, wife, husband, common-law spouse, brother, sister, child or stepchild. An employee shall be granted three (3) regularly scheduled workdays leave without loss of pay and benefits in the case of death of a step-parent(s), step-brother, step-sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent, grandchild, son-in-law or daughter-in-law, and (1) regularly scheduled work days leave without loss of pay and benefits in the event of a death of an aunt or uncle.
- (b) Two (2) additional days of leave shall be granted as travelling time when the funeral takes place outside Nipigon, provided that the funeral is more than 300 km from Nipigon.
 - Bereavement leave is subject to the following conditions:
 - (i) In cases where it is necessary to take bereavement leave, the employee shall notify the immediate supervisor or designate as soon as possible.

23.03 General Leave

The Employer may grant leave of absence without pay to employees. When applying for a leave of absence, an employee shall specify the duration of the leave

being requested including the date of return to work.

23.04 Maternity Leave

The Employer shall grant an employee maternity leave in accordance with the Employment Standards Act.

23.05 Benefits During Maternity and Parental Leave

During the period of maternity leave, the Employer shall continue to pay the employee's hospital, medical and group life insurance premiums provided in this agreement.

23.06 Paid Jury or Witness Duty Leave

The Employer shall grant leave of absence without loss of seniority benefits to an employee who serves as a juror or witness in any court. The Employer shall pay such an employee the difference between their normal earnings and the pay they receive for jury service or court witness, excluding payment for travelling, meals or other expenses. The employee shall present proof of service and the amount of pay received.

23.07 Education Leave

If required by the Employer, an employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations to up-grade their employment qualification. If not required by the Employer, an employee may be granted leave of absence without pay and without loss of seniority and benefits to write examinations to up-grade their employment qualifications.

23.08 Union Functions

Upon request to the Employer, an employee elected or appointed to represent the Union at conventions shall be allowed leave of absence with pay and with benefits. It is agreed that the Corporation will bill the Union for this time.

Leave of absence with pay and without loss of benefits shall be allowed for employees to attend education, Executive and Committee meetings of CUPE, its affiliated or chartered bodies and any labour organizations with which the Union is affiliated.

ARTICLE 24 - PAY

24.01 Pay Days

The Employer shall pay salaries and wages bi-weekly in accordance with Schedule "A" attached hereto and forming part of this Agreement.

On each pay day each employee shall be provided with an itemized statement of their wages, overtime and other supplementary pay and deductions.

The Employer shall provide for payment on the Thursday immediately following the pay period.

24.02 Pay On Temporary Transfers

When an employee temporarily relieves in or performs the principal duties of a higher paying position, they shall receive the minimum rate for that job in the first year of relieving the said position and the maximum rate in subsequent years of relieving the said position.

24.03 Car Allowance

When the Employer instructs the employee to do so, the employee using their own automobile for the Employer's business shall be paid;

- (a) one hundred (\$100.00) dollars per month with a mileage log to be submitted to Council at the end of each month.
- (b) "Mileage" - shall be at the rate of sixty-five (\$0.65) cents per kilometer.

24.04 Payment on Transfer to Lower Rated Job

When an employee is assigned to a position paying a lower rate, their rate of pay shall not be reduced.

24.05 Vacation Pay

An employee, upon giving at least fourteen (14) days notice, may receive on the last office day preceding commencement of their vacation, any pay cheques which may fall due during the period of vacation, provided that an employee may exercise this option not more than once in any calendar year.

24.06 Direct Deposit

All employees will be paid by direct deposit.

ARTICLE 25 - JOB CLASSIFICATION

25.01 Job Descriptions

The Employer agrees to draw up job descriptions for all positions and classifications for which the Union is bargaining agent. These descriptions shall be presented to the Union and shall become the recognized job descriptions, if mutually agreed upon.

25.02 No Elimination of Present Classification

Existing classifications shall not be eliminated by the Employer without prior consultation with the Union.

ARTICLE 26 - EMPLOYEE BENEFITS

26.01 Pension Plans

In addition to the Canada Pension Plan, every employee shall join the Ontario Municipal Employees' Retirement System. The Employer and the employees shall make contributions in accordance with the provisions of the plan.

26.02 Hospital Medical Insurance

The Employer shall pay the full cost of the following Plans:

1. Ontario Health Insurance Plan.
2. Sun Life Insurance Extended Health Plan, including drugs. The parties agree to the introduction of a \$3.00 per debit drug card and which will require the drugstore to bill directly to the carrier for the remainder.
3. Sun Life Insurance for Semi-Private Hospital.
4. Sun Life Dental Insurance Plan, Current O.D.A. rates for all employees and their spouses and eligible dependants in accordance with the said plans.

5. The Employer will pay up to seventy-five dollars (\$75.00) for eye examination once every 2 years.
6. The Employer will pay up to three hundred and fifty dollars (\$350.00) for eye glass coverage every 2 years.

26.03 Group Life Insurance Plan

The Employer shall pay the full cost of the premium for a Group Life Insurance Plan of three (3) times the employee's annual salary with a maximum coverage of \$110,000.00.

26.04 Long Term Disability Benefits Plan

The Employer shall pay 100% of the premium for all employees for a Long Term Disability Plan, which shall provide coverage for $66 \frac{2}{3}$ of the monthly earnings to a maximum monthly benefit of two thousand five hundred dollars (\$2,500.00) per month to age sixty-five (65) with a seventeen (17) week elimination period subject to the employee's eligibility to the said Long Term Disability Benefits Plan.

26.05 Benefits to Retirees

Employees who retire or are on LTD not actively working prior to age seventy (70) will continue as members of the Plans listed in Articles 26.02, 26.03, and 26.04 with the premiums paid for wholly by the Employer for up to ten (10) years or age seventy (70), whichever comes first.

26.06 Workplace Safety and Insurance Board

All employees shall be covered by the Workplace Safety and Insurance Act. An employee prevented from performing their regular work with the Employer due to an occupational accident that is covered by the Workplace Safety and Insurance Act may elect to receive from the Employer the difference between the amount payable under the said Act and their last rate of pay. Pending a settlement of the compensable claim the employee shall continue to receive the full pay and benefits of this Agreement, subject to necessary adjustments. In order to continue receiving their regular salary the employee shall assign their compensation cheque to the Employer.

In return the Employer shall indicate the amount received from the Workplace Safety and Insurance Board. However, the arrangement provided by this section shall not continue in excess of six (6) months from the date of the accident.

ARTICLE 27 - SAFETY AND HEALTH

27.01 Protective Clothing

The Employer shall supply or make available such special protective clothing or equipment as it deems necessary for reasons of safety and protection against injury.

27.02 First Aid Kits

A first aid kit shall be supplied by the Employer to each mobile unit and in other appropriate locations of the Employer, as determined by the Employer.

27.03 Excavation Work

When employees are employed in excavation work, there shall be an employee on the surface of the ground to ensure the safety of the employees engaged in the trench and to assist in the carrying out of the work.

ARTICLE 28 - JOB SECURITY

28.01 Restrictions on Contracting Out

Whenever the Employer contracts out work, which is regularly performed by the employees, such contracting out shall not result in the layoff of any of the employees.

ARTICLE 29 - WORK CLOTHING

29.01 Supply of Work Wear

The Employer, for each outside employee, shall reimburse for the cost of all work wear up to a maximum of two hundred and fifty (\$250.00) dollars per year upon submitted receipts, which are to be used when the Employer considers it is necessary, and one (1) pair of work gloves, which shall be replaced when the worn pair is turned in to the Employer.

29.02 Foot Wear and Rain Suits

The Employer will provide sufficient numbers and sizes of footwear and rain suits considered by the Employer to be appropriate to carry out duties that require other than normal footwear and work clothing.

29.03 Safety Footwear

The Employer shall pay:

250.00 Once per calendar year of the cost of each employee's C.S.A. approved safety footwear (upon presentation of proof of purchase) to each regular employee required by management to wear same.

ARTICLE 30 - GENERAL CONDITIONS

30.01 Accommodation

The Employer shall provide facilities for employees to have their meals and to store and change their clothes.

30.02 Bulletin Boards

The Employer shall provide bulletin boards which shall be placed so that all employees can have access to them and upon which the Union, along with the Employer, shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

30.03 Tools

The Employer shall supply all tools and equipment which the Employer considers necessary for the employees to perform their duties.

30.04 Part-time Employees

Part-time employees shall not be eligible for any benefit under Articles 22 or 26. Once a part-time employee who is actively at work has completed on thousand and forty (1040) hours, they shall be eligible for the benefits of articles 20.01, 23 and 29. Part-time employees shall receive public holiday pay in accordance with the Employment Standards Act.

ARTICLE 31 - PRESENT CONDITIONS

31.01 Continuation of Acquired Rights

All provisions of this agreement are subject to applicable laws now in effect. If any law or regulation now existing shall invalidate any portion of this agreement, the entire agreement shall not be invalidated.

ARTICLE 32 - COPIES OF AGREEMENT

32.01 Copies of Agreement

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and their rights and obligations under it. The Union and Employer shall share the cost of producing sufficient copies for all employees.

ARTICLE 33 - GENERAL

33.01 Terminology

Whenever the singular, masculine, or feminine is used in this 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 require.

33.02 The parties agree that any new employee hired into Public Works will be required to possess a D-Z Driver's Licence so that they will be qualified for promotion to higher positions.

33.03 Community Centre employees will be provided with clear written instructions and a checklist regarding any advice/instruction that they are required to provide to patrons using the Weight Room.

33.04 The parties agree to consult regarding any restructuring that affects members of the bargaining unit with a view to avoiding, if possible, any layoffs/reductions in hours of work. As much notice as possible will be given by the Employer.

33.05 Employees will be allowed to use the gym and pool.

ARTICLE 34 – LICENSE REQUIREMENT

34.01 Promotion Requirement

The parties agree that any new employee hired into Public Works will be required to possess a D-Z Driver's license so that they will be qualified for promotion to higher positions.

34.02 Job Classification

The following job classification require a driver's license as a condition of employment: Public Works and Recreation Personnel.

ARTICLE 35 - TERM OF AGREEMENT

35.01 Duration

This Agreement shall be binding and remain in effect from April 1, 2023 to March 31, 2026 and shall continue from year to year thereafter unless either party gives to the other party notice in writing during the last 90 (ninety) days of its operation that it desires to make amendments.

35.02 Changes in Agreement

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

35.03 Notices of Changes

Either party to this Agreement may, within the period of ninety (90) days before the Agreement ceases to operate, give notice in writing to the other party of its desire to bargain for a new collective agreement or a renewal of this Agreement with or without modifications. Within a reasonable time thereafter the parties shall enter into negotiations.

35.04 Agreement to Continue in Force

Where such notice requests revisions only the notice shall state specifically the revisions requested.

35.05 Retroactive Pay for Terminated Employees

An employee who has severed their employment between the termination date of this agreement and the effective date of the new agreement shall receive upon making application in writing, the full retroactivity of any increase in wages, salaries or other prerequisites.

IN WITNESS THEREOF, the parties have executed this Agreement this 11 day of January, 2024.

The Corporation of the Township of Nipigon

Suzanne Kubits Mayor

L. Berube Clerk

Canadian Union of Public Employees and its Local 87-09

Tom Steiner

J. S. J.

J. Taylor

SCHEDULE "A" - WAGE SCHEDULE

Wage Rates (\$1.50/hr.)

Effective April 1, 2023

<u>Classification</u>	<u>Start</u>	<u>After 1 year</u>
Public Works		
Forman	31.78	32.77
Assistant Forman	*	31.63
Water/Waste Water Plant Operator	29.35	30.41
Operator	29.35	30.41
Utility Person	27.38	28.41
General Labourer	26.42	26.68
Community Centre		
Facility Operator	*	29.38
Bylaw Enforcement Officer/Property Standards	26.50	28.50

<u>Classification</u>	<u>Start</u>	<u>After 1 Yr.</u>	<u>After 2 Yrs.</u>	<u>After 3 Yrs.</u>
Office Staff				
Administrative Clerk	28.03	29.62	31.21	32.80
	52,827.50	55,827.50	58,827.50	61,827.50

SCHEDULE "A" - WAGE SCHEDULE

Wage Rates (4%)

Effective April 1, 2024

<u>Classification</u>	<u>Start</u>	<u>After 1 year</u>
Public Works		
Forman	33.05	34.08
Assistant Forman	*	32.90
Water/Waste Water Plant Operator	30.52	31.63
Operator	30.52	31.63
Utility Person	28.48	29.55
General Labourer	27.48	27.75
Community Centre		
Facility Operator	*	30.56
Bylaw Enforcement Officer/Property Standards	27.56	29.64

<u>Classification</u>	<u>Start</u>	<u>After 1 Yr.</u>	<u>After 2 Yrs.</u>	<u>After 3 Yrs.</u>
Office Staff				
Administrative Clerk	29.15	30.80	32.46	34.11
	54,940.60	58,060.60	61,180.60	64,300.60

SCHEDULE "A" - WAGE SCHEDULE

Wage Rates (3%)

Effective April 1, 2025

<u>Classification</u>	<u>Start</u>	<u>After 1 year</u>
Public Works		
Forman	34.04	35.10
Assistant Forman	*	33.88
Water/Waste Water Plant Operator	31.44	32.58
Operator	31.44	32.58
Utility Person	29.33	30.43
General Labourer	28.30	28.58
Community Centre		
Facility Operator	*	31.47
Bylaw Enforcement Officer/Property Standards	28.39	30.53

<u>Classification</u>	<u>Start</u>	<u>After 1 Yr.</u>	<u>After 2 Yrs.</u>	<u>After 3 Yrs.</u>
Office Staff				
Administrative Clerk	30.02	31.73	33.43	35.14
	56,588.82	59,802.42	63,016.02	66,229.62

SCHEDULE "A" – WAGE SCHEDULE

Water and Waste Certifications

1. An employee working as the operator of the waterworks treatment and distribution system and waste water collection and treatment system will receive an additional one dollar and fifty cents (\$1.50) per hour when they are fully certified and properly licensed to operate the Township's system.

2. An employee working as the operator of the waterworks treatment and distribution system and waste water collection and treatment system who is partially certified and licensed to operate the Township's system will receive an additional seventy-five (\$0.75) cents per hour.

3. An employee working on the waterworks distribution system or the waste water collection system who is properly certified and licensed will receive an additional fifty (\$0.50) cents per hour.

NOTE: In all the above situations, the employee will be paid the additional rate for a minimum of four (4) hours.

Definitions:

1. Fully Certified and Licensed

Employee must possess all licenses at the same class level, or higher, than the Township's systems are classified in the following utilities:

- Water treatment (presently Class 2)
- Water distribution (presently Class 1)
- Waste water collection (presently Class 1)
- Waste water treatment (presently Class 2)

2. Partially Certified and Licensed

Employee is licensed for all four systems but some of the classifications are lower than the Township's system requirement.

3. Properly Certified and Licensed

Employee is properly licensed to meet the requirements of the Township's system

requirement.

4. Fully Certified and Licensed

An operator who works or relieves in the position and who is fully certified and properly licensed to operate the Township's Waterworks Treatment and Distribution System and Waste Water Treatment and Collection System will be paid an additional \$1.00/hr when not working in the position.

LETTER OF UNDERSTANDING

Between

THE CORPORATION OF THE TOWNSHIP OF NIPIGON

And

CANADIAN UNION OF PUBLIC EMPLOYEES – LOCAL 87-09

Re: Bylaw Enforcement Officer/Property Standards

1. This is a permanent part-time bargaining unit position, working 10 hours per week, rate of pay is \$25.00 per hour. Any additional hours must be approved by the Chief Administrative Officer or designate, to a maximum of 36.25 hours per week.
2. Car allowance for use of personal vehicle, will be based on the current municipal rate per km., incumbents will be provided all administrative equipment to ensure they can perform their duties as required.
3. Scheduled work hours will be determined.
4. Duties include parking patrol, responding to by-law complaints, animal control complaints, property standards, noise complaints etc.
5. Any additional duties must be agreed upon by both the Union and the Township of Nipigon.

Dated this 11 day of January, 2024.

The Corporation of the Township
of Nipigon

 Mayor

 Clerk

Canadian Union of Public Employees
and its Local 87-09





