

# **AGREEMENT**

Between:

**THE CORPORATION OF THE  
TOWNSHIP OF TERRACE BAY**

and

**CANADIAN UNION OF PUBLIC  
EMPLOYEES - LOCAL 87**

**Term: January 1, 2024 to December 31, 2027**

KD/cope 491

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THIS AGREEMENT made this 4th day of December 2023

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF TERRACE BAY  
hereinafter called the "Employer"  
OF THE FIRST PART,

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES and its LOCAL 87  
hereinafter called the "Union"  
OF THE SECOND PART.

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## **ARTICLE 1 - PREAMBLE AND INTERPRETATION**

### 1.01 Purpose

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

### 1.02 Definitions

"Employee" means "regular full-time employee", "regular part-time employee" and "casual employee".

"Regular full-time employee" means any person who comes within the bargaining unit; who has completed their probationary period, who works at least 40 hours per week on a regular basis and whose length of appointment is indefinite.

"Regular part-time employee" means an employee who works less than 40 hours a week on a regular basis according to a pre-determined schedule and whose length of appointment is indefinite.

A "Casual employee" is an employee who is employed for up to forty (40) hours per week and who does not have a regular schedule of hours but is called in on an as-needed basis. A casual employee who cannot be contacted by the Employer or who is unable or unwilling to work three (3) times within a six (6) month calendar period or does not work for twelve (12) consecutive months due to unavailability of work, shall be terminated. Notwithstanding the above, a Casual employee shall be permitted to designate a two-week period every six months in which the Employer is not to contact them to offer work.

"Probationary employee" means a person hired on a trial basis to determine their suitability for continuing employment in a regular position.

A "Temporary employee" means a person hired for a specified term exceeding thirty (30) days, to replace an employee on leave. The period of employment of such persons will not exceed the absentee's leave.

Full-time members of the bargaining unit filling a temporary vacancy shall continue to enjoy all of the rights and privileges of this collective agreement, including entitlement to benefits and accumulation of seniority. At the completion of the temporary vacancy, the employee shall be returned to their former position.

A temporary employee, including part-time employees filling a temporary vacancy, shall be entitled to 10% in lieu of insured benefits.

In the event the temporary vacancy is filled by a person not otherwise covered by the collective agreement, the following shall apply:

- (a) the release or discharge of such employees upon completion of their term of employment will not be the subject of a grievance;
- (b) A temporary employee shall not be entitled to insured benefits;
- (c) A temporary employee shall be paid a minimum of the base rate for the position occupied;
- (d) A temporary employee shall not accumulate seniority; and
- (e) The Corporation will outline to the employees selected to fill such temporary vacancies and to the Union, the circumstances giving rise to the vacancy, and the special conditions relating to such employment".

### 1.03 Interpretation

A reference to the singular or masculine in this Agreement shall be deemed to mean or include the plural or feminine unless the context requires otherwise.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

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

- (a) maintain order and efficiency
  - (b) hire, promote, demote, classify, transfer, suspend and rehire employees, and to discipline or discharge any employee for just cause provided that a claim by an Employee who has acquired seniority that they have been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided;
  - (c) make, enforce, and alter, from time to time, reasonable rules and regulations to be observed by the employees;
  - (d) determine the nature and kind of business conducted by the Employer, the kinds and location of stations, equipment and materials to be used, the control of 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, limitation, 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 Employer except as specifically limited by the express provisions of this Agreement.
- 2.02 The Employer agrees that these rights shall not be exercised in a manner inconsistent with the provisions of this Agreement.
- 2.03 The Union agrees that employees will not engage in Union activities during working hours or hold meetings at any time on the premises of the Employer, except as provided in this Agreement or by permission of the township CAO or their designate.

### **ARTICLE 3 - RECOGNITION AND NEGOTIATION**

#### **3.01 Bargaining Unit**

The Employer recognizes the Canadian Union of Public Employees and its Local 87 as the sole and exclusive bargaining agent for all public works employees of The Corporation of the Township of Terrace Bay in the Township of Terrace Bay, save and except the Senior Manager, persons above the rank of Senior Manager, office and clerical staff and students employed during the school vacation period.

- 3.02 Supervisory personnel of the Employer will not perform duties normally assigned to employees covered by this Agreement if the same results in the lay-off of such employees.

## **ARTICLE 4 - NO DISCRIMINATION**

### **4.01 No Discrimination**

The Corporation and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised by either of them or by any of their representatives or members because of race, creed colour, age, sex, sexual orientation, marital status, family status, nationality, ancestry, place of resident, ethnic origin or place of origin, of such person or employee or because of an employee's membership or non- membership in the Union or because of an employee's activity or non-activity in the Union. The Corporation and the Union agree to comply with the Human Rights Code of Ontario.

### **4.02 Respectful Workplace**

The Employer and the Union agree to abide by the Employer's Harassment Policy.

## **ARTICLE 5 - UNION MEMBERSHIP REQUIREMENTS**

### **5.01 Membership**

The parties hereto agree that, as a condition of continued employment, all present employees of the Employer falling within the scope of the bargaining unit shall remain members of the Union in good standing, and all new employees shall become members of the Union after completion of thirty days work from the commencement of their employment.

### **5.02 Union Check-off**

The Employer agrees to deduct from the wages and salaries of the employees covered by this agreement, the dues payable to the Canadian Union of Public Employees, Local 87, which shall be turned over by the 15<sup>th</sup> of the following month in which the dues were collected, in one sum to the Treasurer of said Union, accompanied with a list of names of the employees and the amount of earnings deducted for each employee.

### **5.03 Indemnification Regarding Dues Deducted**

The Union shall save the Employer harmless with respect to all dues or the equivalent thereof deducted and remitted under this Agreement, and with respect to any liability which the Employer might incur as a result of making such deductions.

#### 5.04 Contact Information

The Employer will provide to the Union a list of all the employees in the bargaining unit. This list will include each person's name, job title/classification, home mailing address, home telephone number (and other available personal telephone numbers, such as cellular numbers), work e-mail, and if available, personal e-mail.

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

The employee contact list will be provided in an electronic spreadsheet to the Union contact designated by the Local Executive and the CUPE National Representative on a quarterly basis.

### **ARTICLE 6 - NEW EMPLOYEES**

#### 6.01 New Employees

The Employer agrees to acquaint new Employees with the fact that a union agreement is in effect, and with the conditions of employment set out in the articles dealing with Union Membership and Check-off.

When a new employee commences employment, their immediate supervisor shall introduce them to their union steward or representative. The steward or representative will provide the new employee with a copy of the collective agreement.

The representative designated by the Union will be given an opportunity to meet privately with each new employee during the first month of employment to acquaint them with the structure, benefits, and duties of union membership. Such meeting shall be scheduled in advance. A maximum of thirty (30) minutes will be allowed for this purpose within regular working hours, and without loss of pay for either employee. In accordance with Article 3.01, all new eligible employees shall become members of the Union.

### **ARTICLE 7 - LABOUR-MANAGEMENT BARGAINING RELATIONS/STEWARDS**

#### 7.01 Labour Management Committee

There shall be a Labour Management committee comprised of three (3) representatives from the Union and three (3) representatives from the Employer. The committee's purpose is to provide and promote the effective and meaningful

communication of information and ideas and to make joint recommendations on matters of concern. Matters that are properly the subject of a grievance will not be discussed at the committee.

The Committee will meet as required at the municipal office provided there are items to be discussed. The duty of the Chairperson will rotate between the parties. Each party will provide the other the agenda item(s) one (1) week prior to the meeting. Meetings will be scheduled during regular working hours and employees shall be paid for their regularly hourly rate while in attendance.

#### 7.02 Representation

In representing an employee or group of employees, and elected or appointed representative of the Union shall be the spokesman. The Union will supply the Employer with the names of its officers, and the Employer will supply the Union with a list of its supervisory personnel with whom the Union may be required to transact business.

#### 7.03 Union Bargaining Committee

The Union shall elect or appoint a bargaining committee consisting of not more than two members of the Union and the CUPE National Representative. The Union will advise the Employer of their nominees to this committee. The Employer will advise the CUPE National Representative of its committee members. The Parties agree the Bargaining Committees will be of equal numbers unless otherwise agreed to.

#### 7.04 CUPE National Representative

An employee has the right at any time to have the assistance of the CUPE National Representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer in matters concerning labour relations.

#### 7.05 Recognition of Stewards

The Corporation acknowledges the right of the Union to elect or appoint Stewards, the Union will inform the Employer in writing the names of the Steward(s) and Lead Steward. The Steward may assist any employee the Steward represents, in the preparation and presentation of a grievance in accordance with the grievance procedure.

The Union recognizes that a Steward will not leave their work during working hours to perform their duties under this Agreement without obtaining the permission of their supervisor or designate. Permission to leave work shall not be unreasonably denied.

## **ARTICLE 8 - GRIEVANCE PROCEDURE**

### **8.01 Definition of Grievance**

A grievance is defined as any difference arising out of the interpretation, application, administration or alleged violation of this Agreement.

### **8.02 Settling of Grievances**

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 in a meeting within five (5) working days of the event giving rise to the difference or dispute.

No grievance shall be considered where the subject matter arose more than 5 working days before the filing of the grievance, or more than 5 working days after the grievor or the Union knew or ought reasonably to have known of the subject matter of the grievance.

In the event the CAO is the designate or has made the decision regarding the outcome of the resolve and the Union is still not satisfied with the outcome, the grievance will automatically progress to Step 2.

All grievances between the Employee and Employer shall be settled in the following manner:

#### **Step 1**

Within five (5) working days after receiving the Supervisor's response to the complaint, the employee accompanied by a Steward or CUPE National Representative, shall present their written grievance to the CAO, a written statement of the particulars of the complaint and redress sought. The CAO shall render their decision with five (5) working days.

#### **Step 2**

If the matter is not settled at step 1, the employee accompanied by a Steward and/or CUPE National Representative shall forward the grievance in writing to Council, a written statement of the particulars of the complaint and redress sought, at the next regularly scheduled Council meeting, or a scheduled Council meeting that is a date that is mutually convenient for the parties. The parties shall discuss the grievance. The Municipal Council will reply to the grievance in writing within fifteen (15) working days following the Council meeting.

### Step 3

Failing satisfactory settlement being reached at Step 2, the union may refer the dispute to arbitration within 20 working days of receipt of the Council's decision.

#### 8.03 Grievances on Lay-offs and Recalls

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

8.04 The grievance procedure established under this Agreement must be exhausted before a grievance may be referred to arbitration.

#### 8.05 Policy Grievance/Group Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees of the Union has a grievance, the grievance will be heard at Step 1.

#### 8.06 Union May Originate Grievances

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

#### 8.07 Replies in Writing

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

#### 8.08 Facilities for Grievances

The Employer shall supply the necessary facilities for grievance meetings.

#### 8.09 Employer Grievances

It is understood that the Employer may bring forward at a meeting held with the Union, a complaint with respect to a violation of this Agreement which may affect the Employer. If such complaint is not settled to the mutual satisfaction of the conferring parties, it may be treated as a grievance and reduced to writing, a written statement of the particulars of the complaint and redress sought, and the written grievance sent to the Lead Steward of the Union and the CUPE National Representative. Such written grievance must be sent within 5 working days from the date on which the cause of the grievance arose, or within 5 working days

from the time the Employer knew, or ought reasonably to have known, of the occurrence of the event upon which the grievance is based.

- 8.10 If such complaint is not settled to the satisfaction of the Employer, the Lead Steward of the Union or the CUPE National Representative shall within 15 working days after the mailing or delivery of the written grievance by the Employer give a reply in writing to the Employer. If the written reply does not settle the grievance to the satisfaction of the Employer, the Employer may within 20 working days after receipt of the reply refer the grievance to arbitration in accordance with Article 9 of this Agreement.
- 8.11 Unless otherwise agreed to in writing by the parties, the Employer shall comply with the time limits set out in this clause respecting any Employer grievance, otherwise the grievance shall be deemed to have been abandoned.

## **ARTICLE 9 - ARBITRATION**

### **9.01 Composition of Board of Arbitration**

When either party requests that a grievance be submitted to arbitration, the request shall be notified in writing to the other party to this Agreement, indicating the name of its nominee to a Board of Arbitration. Within 5 days thereafter, the other party shall answer in writing indicating the name of its appointee to the Board of Arbitration. The two arbitrators shall then meet to select an impartial chairman.

### **9.02 Failure to Appoint**

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

### **9.03 Decision of the Board**

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairman shall be the decision of the Board. The decision of the board of Arbitration shall be final, binding and enforceable on all parties and may not be changed. The Board of Arbitration shall not have the power to change this Agreement or to alter, modify, or amend any of its provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.

9.04 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.

9.05 Expenses of the Board

Each party shall pay:

- 1) the fees and expenses of the nominee it appoints; and
- 2) one-half of the fees and expenses of the Chairman

9.06 Amending of Time Limits

The time limits fixed in both the grievance and arbitration procedures may be extended only by consent of both parties.

9.07 Provision for Single Arbitrator

The Union and the Employer may agree upon an Arbitrator to hear the matter, and for this purpose will exchange nominations.

9.08 Provision for Mediation

Nothing in this article shall preclude the parties from addressing the dispute with the assistance of a mutually agreed upon Mediator/Grievance Settlement Officer provided that the submitting of the dispute to mediation does not result in any delay to the Arbitration proceedings. Costs of Mediation shall be borne equally between the Union and the Employer. The parties agree that the use of a Mediator/Grievance Settlement Officer is not a mandatory provision of the Arbitration process.

9.09 Location of Mediation and Arbitration Hearings

All arbitration and mediation hearings shall be held in the Township of Terrace Bay.

**ARTICLE 10 - WARNINGS, SUSPENSIONS OR DISMISSALS**

10.01 Warnings

Whenever the Employer deems it necessary to censure an employee in a manner indicating 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 may, within 14 days thereafter give written particulars involved. The employee's reply, if any, to such complaint, accusation or expression of dissatisfaction shall become part of their record. All such notices shall be removed from the employee's file after a period of two (2) years from the date of issue.

10.02 Defined Discipline

1. A recorded "verbal" warning which is notated as such and has been brought to the attention of the employee; or,
2. A recorded "written" warning which is notated as such and has been brought to the attention of the employee; or,
3. A suspension with or without pay
4. A discharge for cause.

10.03 May Omit Grievance Steps

An employee, other than a probationary employee, considered by the Union to be wrongfully or unjustly discharged or suspended is entitled to a hearing under Article 8.05 Grievance Procedure.

10.04 If a discharge or suspension grievance goes to arbitration, the Board of Arbitration may:

- 1) confirm the dismissal or suspension of the employee; or
- 2) reinstate the employee without loss of seniority rating with full compensation for time lost; or
- 3) make any other arrangements a the Board of Arbitration deems just and reasonable, and as are consistent herewith.

**ARTICLE 11 - SENIORITY**

11.01 Seniority Defined

In this agreement, "seniority" means length of continuous service in the employ of the Employer, and shall be on a unit-wide basis. Seniority for full-time employees shall accumulate on the basis of calendar time as full-time provided seniority is maintained. Seniority for part-time and casual shall accumulate on the basis of hours actually worked and 2080 hours worked shall equal one year of seniority effective January 1, 2006.

### 11.02 Commencement

Seniority shall commence from the first day of full-time or part-time employment, subject to the completion of the probationary period.

### 11.03 Seniority List

The Employer shall maintain a seniority list showing the date upon which each full-time and part-time employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted in January of each year. Challenges and corrections to the list may be made within 30 days of posting each year.

The Employer shall maintain a separate list showing casual's accumulated hours. This list shall be used for the purpose of giving consideration to casuals for job postings.

### 11.04 Accumulation of Seniority

An employee accumulates seniority in the following circumstances only:

- 1) when off the payroll due to authorized lay-off;
- 2) when off the payroll due to authorized personal leave of absence, sickness or accident;
- 3) when absent on vacation or on statutory holidays;
- 4) when actually at work for the Employer.

### 11.05 Termination of Seniority

Seniority shall terminate and an employee shall cease to be employed by the Employer when they:

- 1) voluntarily quit their employment with the Employer;
- 2) is discharged and is not reinstated through the grievance procedure or arbitration;
- 3) is off the payroll for a continuous period of 24 months due to lay-off;
- 4) fails to report for work within 7 days after being notified by registered mail by the Employer following a lay-off;
- 5) fails to return to work upon termination of an authorized leave of absence unless a reason acceptable to the Employer is given;

- 6) accepts gainful employment while on a leave of absence without first obtaining the consent of the Employer in writing; and
- 7) does not work for a continuous period of 36 months due to illness or disability,
- 8) does not accept offered work for a period of twelve (12) continuous months for a casual employee.

#### **11.06 Transfer and Seniority Outside the Bargaining Unit**

No employee shall be transferred to a position outside the bargaining unit without their consent. If any employee is transferred to a higher public works position outside the bargaining unit, they shall retain their seniority accumulated up to the date of leaving the unit, and will accumulate seniority for a maximum period of six months while outside the bargaining unit. During this six month period the employee shall pay union dues. An employee has the right to return to their former position in the bargaining unit during this six month period. An employee not returned to the bargaining unit within six months shall forfeit their bargaining unit seniority.

#### **11.07 Transference of Seniority**

Effective January 1, 2006, any employee who transfers from a full-time position to a regular part-time position within the bargaining unit, or vice-versa, shall transfer their seniority as follows:

- 1) An employee whose status is changed from regular part-time to full-time shall transfer their seniority to the full-time position based on 2080 hours of service equal to one year of full-time service.
- 2) An employee whose status is changed from full-time to regular part-time shall transfer their full seniority to the regular part-time position.

### **ARTICLE 12 - PROMOTIONS, TRANSFERS, AND VACANCIES**

#### **12.01 Role of Seniority in Promotions and Transfers**

The Employer and the Union agree that in the case of transfers and promotions other than promotions to positions outside of the bargaining unit, the following factors shall be considered:

- 1) Current skill, ability, experience, knowledge, training and physical fitness for the job;
- 2) Seniority.

The Union agrees that the qualifications in factor (1) must govern, and only where such qualifications of the employees involved are equal will factor (2) govern.

#### 12.02 Job Posting

When a new position is created, or when a vacancy occurs inside the bargaining unit, the Employer shall immediately notify the Union in writing. A new position shall be posted for a minimum of one week. If a vacancy is to be filled, it shall be posted in the same manner. The notice shall contain the position title, the qualifications required, the wage range and whether or not it is shift work.

#### 12.03 Outside Advertising

The Employer will not advertise outside for any vacancy within an existing classification in the bargaining unit until the applications of present union members have been fully processed.

#### 12.04 Notification of Successful Employee

Within 10 days of the appointment to a vacant position, the name of the successful applicant shall be posted by the Employer.

#### 12.05 Trial Period

The Employer shall notify the successful applicant for a position to be filled under this Article within a reasonable period of time following the end of the posting period. The employee shall be placed on trial for a period of 65 working days. If, in the judgement of the Employer, the employee has satisfactorily completed the trial period, the employee shall be declared permanent. In the event the employee proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, they shall be returned to their former position, wage or salary rate and without loss of seniority. The employee shall have the option to return to their former position during the trial period by giving the employer two (2) weeks' notice prior to their return to the former position in the bargaining unit. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position, wage or salary rate, where reasonably practical, without loss of seniority. Newly hired employees shall be terminated and such termination shall not be subject to the grievance and arbitration procedure.

#### 12.06 Probationary Period

All new employees shall be considered probationary employees for a period of six (6) calendar months following date of hire.

Dismissal of a probationary employee shall not be the subject of a grievance or arbitration. Casual employees who secure a part-time or full-time position within the bargaining unit will be considered a "new hire" and therefore will be subject to the full six (6) month probationary period in any part-time or full-time position.

12.07 The Corporation shall have the right to fill any vacancy on an interim basis until the posting procedure herein has been complied with, and arrangements have been made to assign the employee selected to fill the vacancy to the job.

## **ARTICLE 13 - LAY-OFFS AND RECALLS**

### **13.01 Role of Seniority in Lay-offs**

In the event of a lay-off the Employer shall give the Union and the affected employee(s) notice as set out in the *Employment Standards Act*.

- (a) In the event of a lay-off, employee(s) shall be laid off in the reverse order of classification seniority, provided the remaining employees have the current ability and qualifications to perform the available work.
- (b) An employee who receives notice of lay-off shall have the right to:
  - (i) bump the most junior employee in their classification, provided the laid off employee has the current ability and qualifications to perform the work; or
  - (ii) bump the most junior employee in a classification that is lower than their classification, provided the laid off employee has the current ability and qualifications to perform the work; or
  - (iii) accept the lay-off.
- (c) An employee who receives a notice of lay-off shall select in writing, option (i), (ii) or (iii) within five (5) working days following notification of lay-off. Employees who fail to make their election in writing will be deemed to have accepted the lay-off.
- (d) A full-time employee may exercise the bumping rights described above to bump into a full-time, part-time, casual or temporary position.
- (e) A part-time employee may exercise the bumping rights described above to bump into a part-time, casual or temporary position but cannot bump into a full-time position.
- (f) In the event of a permanent lay-off, the employer shall comply with the *Employment Standards Act*.

- (g) In the event of a permanent lay-off, part-time and full-time employees who receive working notice of lay-off in accordance with the *Employment Standards Act* and who work through the entire notice period, (even if the notice period exceeds that required under the *Employment Standards Act*), shall be offered a payment equivalent to six (6) weeks of their regular, non-overtime wages, at the time of lay-off, provided such employees abandon their rights under the Collective Agreement, including their recall rights, in writing.

If the lay-off is of a permanent nature the affected employee shall have the right to bump or accept the lay-off. If the employee chooses to accept the lay-off and the Employer requests the employee to work the notice period as per the *Employment Standards Act* the employee shall receive the equivalent of six weeks salary at the time of lay-off.

#### 13.02 Role of Seniority in Recall

An employee shall be recalled from lay-off in order of their seniority within their classification or in a lower classification, provided they are qualified and willing to perform the work available.

#### 13.03 New Employees

No new employees shall be hired until those laid-off employees entitled to the position under paragraph 13.02 above have been given an opportunity of recall.

#### 13.04 Notice of Recall

The Employer shall notify laid-off employees of recall by sending notice by registered mail to the address recorded with the Employer as the place of residence of the employee.

#### 13.05 Continuation of Benefits

The Employer agrees to pay its normal share of the cost of all employee benefit plans for an employee laid off for periods of less than one month.

### **ARTICLE 14 - HOURS OF WORK**

#### 14.01 Normal Hours of Work

The Normal hours of work for regular full-time employees shall be 8 (eight) hours per day, 40 (forty) hours per week, from 7:00 a.m. to 12:00 noon and from 12:30 p.m. to 3:30 p.m., Monday to Friday inclusive, with Saturday and Sunday off.

#### 14.02 Time Clocks

The Employer has the right to install and require employees to use time clocks.

### **ARTICLE 15 - OVERTIME AND CALL-IN**

#### 15.01 Overtime Defined

All time worked on any day outside of normal working hours shall be considered overtime. For the purpose of this Agreement, a day means a twenty-four hour period commencing at 12:01 a.m. and ending at 12:00 midnight.

#### 15.02 Overtime Compensation

Time and one-half shall be paid for all overtime work except in the following situations:

- 1) Double time shall be paid for all overtime work on paid holidays as listed in the collective agreement.
- 2) Double time shall be paid for all hours worked on a Sunday.

#### 15.03 Time Off for Meals

An employee shall be allowed one-half hour, with pay, for meals for every four (4) hours overtime worked and shall receive a meal allowance of twenty dollars (\$20.00) for every four (4) hours overtime worked.

#### 15.04 No Lay-off to Compensate for Overtime

An employee shall not be laid off during regular hours to equalize any overtime worked.

#### 15.05 Sharing of Overtime

The Employer shall, as far as practicable, allocate overtime and call-back opportunities on the basis of seniority to those employees who, in the opinion of the Employer, are capable of performing the work that is required.

#### 15.06 When Overtime Required

It is the right of the Employer to determine when overtime is necessary and to schedule overtime work.

15.07 Nothing in this Article shall be construed as a guarantee of hours of work per day or per week.

15.08 Call Back Pay Guarantee

Except where otherwise specified in this Agreement, an employee who is called back to work overtime shall be paid a minimum of 4 hours (8 hours on paid holidays as listed in the collective agreement) at their regular rate of pay or at the applicable overtime rates for actual hours worked, whichever is of greater benefit to the employees.

15.09 Rest Time

Where an employee starts work between 11:00 p.m. and 3:00 a.m., they shall be paid the overtime rate for each hour worked prior to 7:00 a.m., and shall be entitled to equivalent time off for rest to be paid at their regular rate (minimum of one (1) hour). Rest time will not be paid where the day such work occurs or the day following is not a regular working day. Where an employee is required to work while on rest time, they shall be paid double time for all hours worked.

15.10 Coffee Breaks

Employees are permitted a coffee break of 15 minutes both in the first and second half of a shift, to be taken on the job site.

15.11 Pre-Scheduled Building Checks

Notwithstanding anything else in this Agreement, an employee who carries out a pre-scheduled check of buildings on a weekend or holiday shall be paid \$35.00 for each day they perform such checks.

15.12 Banking of Overtime

Instead of cash payment for overtime, an employee may choose to receive time off. Time in lieu of pay for overtime will be equivalent to hours earned (for example: if an employee works two (2) hours at time and one-half, the employee will bank three (3) hours.) Time off will be taken at a time mutually agreed by the employee and the supervisor. The employee will be allowed to bank up to a maximum of eighty (80) hours per calendar year. All banked overtime not used by December 31st of each year will be paid to the employee at the applicable overtime rate.

## **ARTICLE 16 - HOLIDAYS**

### **16.01 Paid Holidays**

The following days are paid holidays for employees:

New Year's Day	First Monday in August
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	Truth and Reconciliation Day

and any other day proclaimed as a holiday by the Federal, Provincial, or municipal government.

16.02 Where a paid holiday as set out above falls on a Saturday or Sunday, employees shall be entitled to a paid holiday on the next regular working day.

16.03 In addition, an employee is entitled to four (4) additional paid holidays within each calendar year to be taken at a time mutually agreed upon between the employee and the Employer.

### **16.04 Work on Paid Holidays**

When an employee is required to work on a paid holiday, they shall be paid their regular wages for the day, and overtime rate for each hour worked, and shall be entitled to equivalent time off with pay on another day to be mutually agreed upon between the employee and the Employer. An employee may elect to be paid at their regular rate rather than taking equivalent time off.

### **16.05 Work on Scheduled Vacation Day**

When an employee is required to work on a scheduled vacation day they shall be paid their regular wages for the day and applicable overtime rates for each hour worked.

## **ARTICLE 17 - VACATIONS**

### **17.01 Length of Vacation**

#### **(a) Full-Time Employee**

Upon initial hiring by the Corporation, a full-time employee shall be entitled to earn vacation at the rate of .833 days for each month of service. Following the

completion of one (1) year of service, an employee shall receive an annual vacation with pay in accordance with the following:

After 1 year of employment	• <b>10 days</b>
In the calendar year in which the 2nd, 3rd, 4th, 5th, 6th or 7 <sup>th</sup> anniversary of employment occurs	• <b>15 days</b>
In the calendar year in which the 8th, 9th, 10th or 11th anniversary of employment occurs	• <b>20 days</b>
In the calendar year in which the 12th, 13th, 14th, 15th, 16th, 17 <sup>th</sup> or 18th anniversary of employment occurs	• <b>25 days</b>
In the calendar year in which the 19th, 20th, 21st, 22nd, 23rd, 24th, 25th, 26th or 27th anniversary of employment occurs	• <b>30 days</b>
In the calendar year in which the 28 <sup>th</sup> and 29 <sup>th</sup> anniversary of employment occurs	• <b>35 days</b>

One additional day of vacation for each year of service in excess of 29 years to a maximum of 40 days.

(b) Part-Time Employee

Vacation pay shall be paid two times per year on January 15<sup>th</sup> for all vacation pay earned from July 1<sup>st</sup> to December 31<sup>st</sup> of the preceding year and on July 15<sup>th</sup> for all vacation pay earned between January 1<sup>st</sup> and June 30<sup>th</sup> of the current year in accordance with the following schedule:

After one (1) year	• <b>4%</b>
Two (2) to seven (7) years	• <b>6%</b>
Eight (8) to eleven (11) years	• <b>8%</b>
Twelve (12) to seventeen (17) years	• <b>10%</b>
Nineteen (19) to twenty-seven (27) years	• <b>12%</b>
Twenty-eight (28) to twenty-nine (29) years	• <b>14%</b>

For the purpose of this article, effective January 1, 2006, one (1) year of service is equal to two thousand eighty (2080) hours. All accumulated years of service prior to this date shall be calculated at the rate of one (1) year of service is equal to eighteen hundred (1800) hours.

(c) Casual Employee

"Casual employees" will receive vacation pay in accordance with the *Employment Standards Act* and will be paid vacation pay of 4% on each pay cheque. "Temporary employees" who are not part of the bargaining unit will receive vacation pay in accordance with the *Employment Standards Act* and will be paid vacation pay of 4% on each pay cheque.

#### 17.02 Vacation Pay Minimum

The amount of pay for vacation shall not be less than 4 per cent of the wages of the employee, excluding previous vacation pay, for the calendar year in which the vacation is given.

#### 17.03 Vacation Pay on Termination

Where an employee ceases to be employed by the Employer before completing twelve months of employment, and the employee has not been given vacation with pay, the Employer shall pay to the employee an amount equal to 4 per cent of the employee's earnings, excluding any previous vacation pay, up to the date of termination.

Part-time employees shall be paid any outstanding accrued vacation pay up to the date of termination.

17.04 Where an employee ceases to be employed by the Employer after completing twelve months of employment, the Employer shall pay to the employee an amount equal to the employee's regular wages for the number of days of vacation to which the employee is entitled, less any days vacation already taken in the calendar year.

#### 17.05 Compensation for Holidays Falling Within Vacation Schedule

If a paid holiday falls or is observed during an employee's vacation period, they shall be allowed an additional vacation day with pay by mutual agreement as to the day, provided that when the day is taken, there shall be a sufficient number of employees to do the work of the Employer.

#### 17.06 Preference in Vacations

Vacations will be assigned on the basis of seniority, provided that in the Employer's judgement, there shall remain a sufficient number of employees in the unit qualified to perform the work of the Employer. All employees shall be afforded the opportunity of applying for at least two (2) weeks vacation for the period June 15th to September 15th.

#### 17.07 Time for Vacation Pay

Upon receipt of notice at least 7 days in advance, the Employer will provide to an employee, on the last office day preceding the commencement of the employee's vacation, any pay cheque falling due to the employee during their vacation period.

#### 17.08 Vacation Schedules

Vacation schedules shall be posted by the Employer by May 1st of each year and shall not be changed unless mutually agreed upon by the employee and the Employer, or where the employee is required to work by the Employer in an emergency. Unless otherwise agreed by the employee and the Employer, vacations shall commence immediately following the employee's regularly scheduled days off.

#### 17.09 Unbroken Vacation Period

An employee is entitled to receive their vacation in an unbroken period, unless otherwise mutually agreed upon between the employee and the Employer, or when vacation must be interrupted because the employee is required to work in an emergency. The Employer may limit to 15 the number of consecutive working days to be taken off by any employee on vacation.

#### 17.10 Vacation Carry-Over

An employee may not carry over their vacation entitlement from one year to the next without the approval of the Employer. If this approval is given, the vacation pay rate for the carried over period will be that of the year for which it was accumulated. Except in the case of illness requests to carry over unused vacation to the following year must be submitted to the Employer by October 1st.

### **ARTICLE 18 - SICK LEAVE**

#### 18.01 Sick Leave Defined

Sick leave means the period of time when an employee is permitted to be absent from work 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, or to provide care for an immediate family member, and not compensable under the Workplace Safety and Insurance Act. Under this article, an employee may take up to six (6) days in a calendar year for the purpose of providing care for an immediate family member.

#### 18.02 Sick Leave Allowance

Sick leave with pay shall be granted to all employees on the basis of six (6) days per calendar year, to be accrued to the employee on January 1 in each year of employment. At the end of each year, unused sick leave shall be accumulated up to a maximum of 18 (eighteen) days per employee. To receive sick leave with pay, an employee absent from work must satisfy the Employer that the absence was for a reason specified in Article 18.01. If absence is for a period of more

than four (4) calendar days, the employee shall provide a statement completed by their attending physician, certifying as to the employee's physical inability to perform their duties or certifying that the immediate family member required care by the employee. Absence due to an accident covered by Worker's Compensation is not covered by this section.

#### **18.03 Payment During Sick Leave**

When an employee is absent from work on sick leave, the Employer shall pay to the employee their regular wages for those days of absence for which the employee is not compensated under the Weekly Indemnity or Long-Term Disability provision of the Employer's Group Benefits Insurance Plan. Every day for which payment is made by the Employer shall be deducted from the employee's sick leave allocation for the current year.

18.04 Where an employee has exhausted their current year's sick leave allocation, every day for which payment is made under paragraph 18.03 may, at the option of the employee, be deducted from the employee's accumulated sick leave or their annual vacation entitlement. If the employee has no accumulated sick leave or remaining vacation entitlement, or elects not to use them, the Employer shall not pay the employee under this Section.

### **ARTICLE 19 - LEAVE OF ABSENCE**

#### **19.01 Negotiation Leave**

Subject to Article 7.02, the Employer will grant leave of absence without loss of pay or benefits to a maximum of two employees for the purpose of attending negotiation meetings between the Employer and the Union when these meetings are held during normal working hours. This will cover meetings up to and including conciliation. When these meetings are held outside of normal working hours, no leave is required and no compensation shall be paid by the Employer to the employees involved. The Union shall reimburse the Employer for the cost of wages for periods of leave for negotiation meetings held after the appointment of a conciliation officer. This paragraph does not apply to arbitration hearings.

#### **19.02 Leave of Absence for Union Functions**

The Employer may grant a leave of absence with pay to one employee at a time selected by the Union to attend union functions, provided that total number of days leave in one year does not exceed twenty. The employee requesting leave of absence pursuant to this clause shall endeavour to submit a written request at least one month prior to the commencement of the requested leave. The Employer will endeavour to give a written reply to the request within seven (7)

working days of the employee's request. The Employer will bill the Union directly for the employee's leave from work for wages and benefits.

### 19.03 Bereavement Leave

When a death occurs in an employee's immediate family, the employee shall be granted three (3) consecutive working days leave. Two (2) additional days leave shall be granted for an employee to attend a memorial service when the travel distance exceeds five hundred (500) kilometres one way. One of these days must include the day of the memorial service. The request for these two (2) additional days must be in writing if not taken consecutive to the initial three days. The employee shall be paid at their regular rate of pay for the period of leave(s).

"Immediate family" means the following relatives:

Wife	Husband	Son
Daughter	Father	Mother
Sister	Brother	Mother-in-law
Father-in-law	Step-mother	Step-father
Brother-in-law	Sister-in-law	Son-in-law
Daughter-in-law	Grandchild	Grandparent
Step-Child	Step-Sister	Step-Brother

Where an employee is a Legal Guardian to someone other than an immediate family member, as listed above, and can show documentation to that effect, the employee shall be entitled to "bereavement leave" as outlined in this article.

An employee may elect to defer one (1) day of bereavement leave to be used for attendance at the actual interment.

### 19.04 Jury Duty Leave

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

### 19.05 Witness Duty

Time spent by an employee required to serve as a court witness in any matter arising out of their employment shall be considered at time worked at the appropriate rate of pay, except where the employee is in a position adverse to that of the Employer.

#### 19.06 Citizenship Leave

The Employer shall grant leave of absence without pay for an employee to process their Canadian citizenship application.

#### 19.07 Education Leave

If required by the Employer, an employee is entitled to leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade their employment qualifications. 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 upgrade their employment qualifications.

#### 19.08 General Leave

The Employer may grant leave of absence without pay to employees. When applying for leave of absence, an employee shall specify the duration of the leave being requested, including the date of return to work.

### **ARTICLE 20 - EMPLOYEE BENEFITS**

#### 20.01 Group Benefits Plan

The Employer shall maintain, and regular full-time employees may participate in, a plan of group benefits. The plan shall contain the following components, subject to limits and maximums on benefits as prescribed by the Insurer, and the premiums for such plan shall be paid as set out herein:

- (1) Life Insurance in an amount equal to the lesser of three times an employee's annual wages or \$140,000.00. Premium Paid by Employer
- (2) Accidental death and Dismemberment Insurance to provide double indemnity for Life Insurance in case of accidental death, and cash payments for specified injuries. Premium Paid by Employer
- (3) Extended Health benefits for employees and dependents, including reimbursement for the cost of prescription drugs, prosthetic devices, prescribed orthopaedic shoes, private hospital accommodation, ambulance services, paramedical and psychologist services, home nursing services, and emergency out-of-province medical expenses; all within limits or guidelines specified by the Insurer. Premium Paid by Employer

Each employee will be provided with a Pay Direct Drug Card upon positive enrolment with the Benefits Carrier.

- |     |  |                          |
|-----|--|--------------------------|
| (4) | Vision Care benefits to provide reimbursement for the cost of eye glasses or contact lenses for employees and dependents to a maximum of \$300.00 in any 24-month period.  | Premium Paid by Employer |
| (5) | Dental Care benefits to provide reimbursement of the cost of dental services for employees and dependents, limited to 100% of preventative procedures, 80% of restorative procedures and 60% of orthodontic procedures   | Premium Paid by Employer |
| 6)  | Weekly Indemnity benefits to provide wage replacement for employees off sick, to a maximum by employee of 66.67% of weekly insurable earnings commencing on the first day of absence due to accident or hospitalization, or the fourth day of illness, and running for 17 weeks. | Premium Paid by Employer |
| (7) | Long Term Disability benefits to provide wage replacement for employees physically disabled from working, to a maximum of 66.67% of monthly earnings or \$2,500.00, beginning after 17 weeks of disability and ending at age 65, or on recovery or death.                        | Premium Paid by Employer |

The Employer agrees to arrange for the policy provider to offer additional Life Insurance coverage, which will be available to individual employees, at their option. Employees wishing to purchase additional Life Insurance coverage shall be responsible for reimbursing the Employer for any additional costs of obtaining such Insurance.

#### 20.02 Pension Plans

Every employee shall join the Ontario Municipal Employees Retirement System, and the Employer and employees shall make contributions in accordance with the provisions of the Plan.

#### 20.03 Transportation of Accident Victim

The Employer shall pay for transportation to the nearest physician or hospital of any employee requiring medical care as a result of an on-the-job accident, unless this transportation is covered by the Ontario Hospital Insurance Plan, Worker's Compensation, the Group Benefits Plan or any other government plan.

#### 20.04 Continuation of Benefits

- (a) Where an employee is enrolled in the Township's group insurance plan, and due to sickness or injury, qualifies for sick leave, weekly indemnity, long term disability or Workers' Compensation, the employee shall continue to be enrolled in the group insurance plan for a period of up to two (2) years from the date the employee ceases to work. During this period, the municipality shall continue to pay its share of the employee's group insurance premiums as specified in the Collective Agreement.
- (b) If the employee is still absent from work at the end of two (2) years, they may elect to remain enrolled in the group insurance plan for one additional year provided that they pay all insurance premiums for this third year. The employee shall give the Township at least ninety (90) days notice of their intention to remain in the plan for this third year.
- (c) If the employee's absence from work continues beyond the periods in (a) or (b), whichever is applicable, the employee's benefits will be terminated. At least ninety (90) days notification of termination of benefits shall be given to the employee.

#### 20.05 Recreation Membership

The Employer shall provide all employees with a free recreational membership for all Township recreational facilities (single or family as determined by participation in Group Benefit Plan).

### **ARTICLE 21 - EQUIPMENT AND CLOTHING**

#### 21.01 Safety Boots

In any calendar year, the Employer will pay to an employee (including part time and casual) who requires safety footwear upon proof of purchase, a maximum of three hundred fifty dollars (\$350.00) toward the cost of one pair of green patch CSA approved safety footwear. Safety footwear will be worn by all employees at all times.

#### 21.02 First Aid Kits

The Employer will supply a first-aid kit in each mobile unit of the Employer, and in other appropriate locations as designated by the Employer.

### 21.03 Wearing of Safety Clothing

The Employer will require employees to wear such protective clothing, footwear, and equipment as the Employer determines are required in any situation.

### 21.04 Coveralls

The Employer shall maintain a supply of coveralls for the use of employees.

### 21.05 Prescription Safety Glasses

Upon submission of proof of purchase the corporation shall refund to each employee, a maximum of two hundred fifty dollars (\$250.00) per duration of the contract period, toward the purchase of approved prescription safety glasses for those employees who are required to wear them.

### 21.06 Joint Occupational Health & Safety Committee

- (a) The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Corporation in order to prevent accidents, injury and illness.
- (b) Recognizing its responsibilities under the applicable legislation, the Corporation agrees to accept, and the Union agrees to appoint, as a member of its Joint Occupational Health & Safety Committee at least one representative of the Union from among the bargaining unit employees.
- (c) Such Committee shall identify potential damages and hazards, institute means of improving health and safety programmes, and recommend actions to be taken to improve conditions related to safety and health.
- (d) The Corporation agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfil its functions.
- (e) Meetings shall be held in compliance with the *Occupational Health and Safety Act* or more frequently at the call of the Chair if required. The Committee shall maintain Minutes of all meetings and make the same available for review.
- (f) Any representative appointed or selected in accordance with (b) hereof shall serve for a term of one calendar year from the date of appointment which may be renewed for further periods of one year. Time off shall be granted for such representative(s) attending such meetings during their regularly scheduled hours of work and they shall not lose regular earnings as a result of such attendance and such attendance is considered work time.

- (g) The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.

## **ARTICLE 22 - GENERAL**

### **22.01 Employer's File**

An employee has the right on four days notice to have access to review their employment file.

### **22.02 Copies of Agreement**

The Employer and the Union will share equally the cost of providing sufficient copies of this Agreement.

### **22.03 Schedules**

The classification and rates of pay of employees shall be as set out in Schedule "A" which forms part of this Agreement.

### **22.04 Pay Days**

The Employer shall pay wages bi-weekly.

### **22.05 Rate of Pay on Higher Rated Job**

When Labourers perform equipment operating duties, they will be upgraded to the higher rate of pay for such time. Such payment shall be based on the actual hours worked in the higher rated position.

Appointments to upgrading will be on the basis of seniority provided the employee is qualified.

### **22.06 Contracting Out**

The Employer shall notify the Lead Steward before any work regularly performed by regular full-time employees is contracted out and the Lead Steward has the right to discuss the issues with the Employer before implementation of this contracting out.

As long as the Terrace Bay Mill is not permanently shut down, contracting out will not result in the lay-off of any employee within the bargaining unit.

**22.07 No Strike, No Lockout**

In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the life of this Agreement, there will be no strike, picketing, slow down or stoppage of work, either complete or partial, and the Employer agrees that there will be no lockout.

**22.08 Plural or Feminine Terms May Apply**

The parties agree to amend the collective agreement to reflect gender neutral terms throughout the agreement, without changing the intent of any language.

**ARTICLE 23 - TERM OF AGREEMENT**



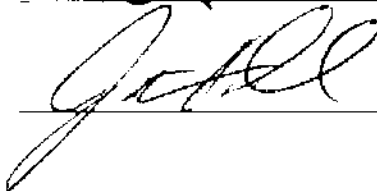
**23.01 Duration**

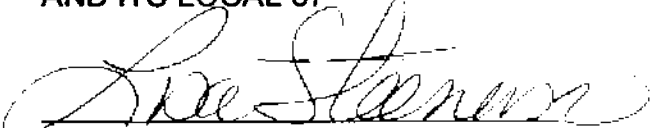
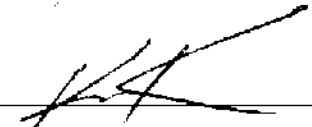
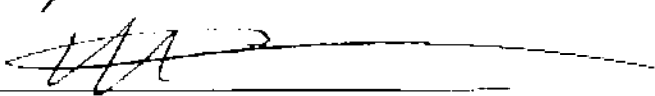
This agreement shall be binding and remain in effect from January 1, 2024 to December 31, 2027, and shall continue from year to year thereafter unless either party gives to the other party notice in writing, within the period of ninety (90) days preceding the expiration date of the agreement, that it desires to make amendments.

SIGNED AT TERRACE BAY, ONTARIO this 31 day of January, 2024.

ON BEHALF OF  
THE CORPORATION OF THE  
TOWNSHIP OF TERRACE BAY

ON BEHALF OF CANADIAN  
UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 87

  
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**Schedule "A"**

**Classifications and Wage Rates**

Classification	Hourly Wage			
	<u>2024</u> (4%)	<u>2025</u> (4%)	<u>2026</u> (3%)	<u>2027</u> (3%)
Road Superintendent	46.42	48.27	49.72	51.21
Lead Hand	38.62	40.16	41.36	42.61
<b>Certified Tradesman:</b>				
- Starting	34.42	35.80	36.87	37.98
- After 6 months	35.00	36.40	37.49	38.61
- After 1 year	36.08	37.52	38.65	39.81
<b>Utility:</b>				
- Starting	30.93	32.17	33.13	34.13
- After 6 months	32.61	33.92	34.94	35.98
- After 1 year	34.34	35.71	36.79	37.89
Labourer	26.78	27.85	28.69	29.55
Landfill Site Attendant	23.23	24.16	24.89	25.63
Responsibility Pay (see Note 1)	3.42	3.56	3.67	3.78

**Note 1**

In addition to wages specified on this Schedule, an employee who assumes supervisory responsibility in the absence of the Public Works Working Supervisor or Lead Hand shall be paid the rate shown for Responsibility Pay.

**Duties**

All employees work at work as allocated by the Lead Hand and at the direction of the Public Works Superintendent or Township Administrator to construct, operate and maintain facilities, equipment and services under the ownership or jurisdiction of the Employer. An employee's qualifications or classification will not restrict them to a particular type of work, and no type of work will necessarily be assigned only to one classification of employee.

Schedule "A" (cont'd.)

Lead Hand

The parties further agree that the normal hours of work will be as set out in Article 14 of the collective agreement with the exception that occasionally attendance at Council or other meetings will be required. In that instance, the normal hours of work will be adjusted to accommodate occasional attendance at meetings within the 8 hour working day. Where this adjustment of normal hours of work is impractical, equivalent time off in lieu will be provided.

Mechanical Work

Whenever an employee is assigned to perform mechanical work for a period of one (1) or more hours, the employee shall be paid the certified tradesman rate for all hours worked in that classification. Only one employee may receive such payment at any one time.

## SCHEDULE "B"

### PART-TIME

The following articles shall apply to regular part-time employees:

Article 1	Preamble and Interpretation
Article 2	Management Rights
Article 3	Recognition and Negotiation
Article 4	No Discrimination
Article 5	Union Membership Requirements
Article 6	New Employees
Article 7	Labour-Management Bargaining Relations
Article 8	Grievance Procedure
Article 9	Arbitration
Article 10	Warnings, Suspensions or Dismissals
Article 11	Seniority
Article 12	Promotions, Transfers and Vacancies
Article 13	Lay-offs and recalls
Article 16 (except 16.03)	Holidays
Article 17.01(b) & 17.03	Vacations
Article 19	Leave of Absence
Article 20.02 & 20.03	Employee Benefits
Article 21	Equipment and Clothing
Article 22	General
Article 23	Term of Agreement
Schedule "A"	Classification and Wage Rates
Schedule "B"	Part-Time

#### Vacations

A regular part-time shall earn vacation credits on a pro-rata basis to that of a regular full-time employee on the basis of hours worked converted to years of service for each 2080 hours worked.

#### CALCULATION OF SENIORITY

In reference to Article 11.03 "Accumulation of Seniority" specific to part-time and casual employees - part time and casual employees hired prior to December 31, 1993 shall have their seniority calculated on the "date of hire" basis.

As of January 1, 1994 all part-time and casual employees, including the above, shall have their seniority accumulated on a "per contract" basis.

Schedule "B" (cont'd.)

Paid Holidays

The following days are paid holidays for employees:

New Year's Day  
Family Day  
Good Friday  
Easter Monday  
Victoria Day  
Canada Day

First Monday in August  
Labour Day  
Thanksgiving Day  
Christmas Day  
Boxing Day

Effective the date of ratification, notwithstanding any other provision in the Collective Agreement, pay for statutory holidays listed above for part-time employees shall be calculated in accordance with the provisions of the Employment Standards Act.

**SCHEDULE "C"**

**CASUAL**

The following articles shall apply to regular casual employees:

Article 1	Preamble and Interpretation
Article 2	Management Rights
Article 3	Recognition and Negotiation
Article 4	No Discrimination
Article 5	Union Membership Requirements
Article 6	New Employees
Article 7	Labour-Management Bargaining Relations
Article 8	Grievance Procedure
Article 9	Arbitration
Article 10	Warnings, Suspensions or Dismissals
Article 11.01, 11.03, 11.05	Seniority
Article 12.01 – 12.04, 12.06, and 12.07	Promotions, Transfers and Vacancies
Article 17.01(c)	Vacations
Article 20.02 & 20.03	Employee Benefits
Article 21	Equipment and Clothing
Article 22	General
Article 23	Term of Agreement
Schedule "A"	Classification and Wage Rates
Schedule "C"	Casual

LETTER OF UNDERSTANDING

Between:

The Corporation of the Township of Terrace Bay

and

Canadian Union of Public Employees and its Local 87

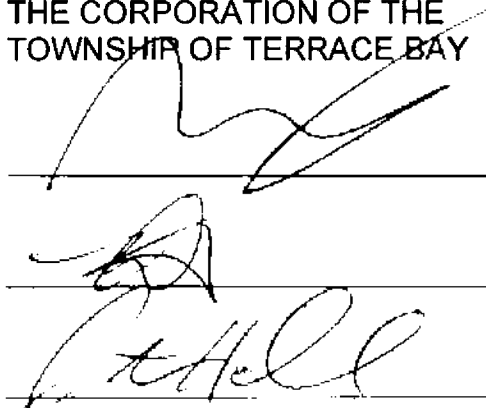
**TRAINING**

The parties agree training of employees for the operation of various equipment will be carried out on the basis outlined below. It is further agreed that the process will provide for opportunities for training on equipment operation that applies on a fair and equitable basis to all employees. Based on the foregoing, the following shall apply:

1. Training will be offered to Labourers on the basis of seniority. The objective would be for Labourers to be trained on all equipment, eventually.
2. Training priorities will be identified by the Public Works Superintendent and the Administrator.

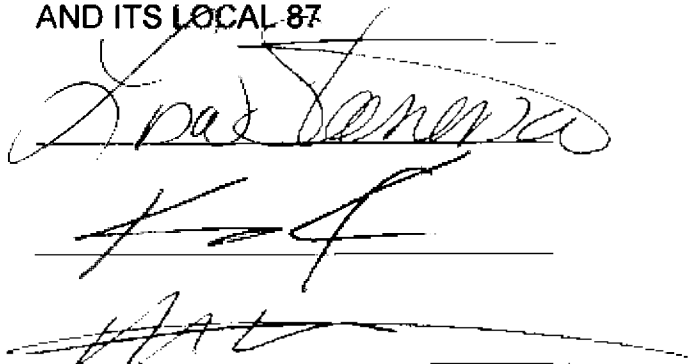
SIGNED AT TERRACE BAY, ONTARIO this 31 day of January, 2024.

ON BEHALF OF  
THE CORPORATION OF THE  
TOWNSHIP OF TERRACE BAY



Three handwritten signatures are present on the line for the Township of Terrace Bay. The first signature is a large, stylized cursive signature. The second signature is a smaller, more compact cursive signature. The third signature is a cursive signature that appears to read 'C. Hall'.

ON BEHALF OF CANADIAN  
UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 87



Three handwritten signatures are present on the line for the Canadian Union of Public Employees and its Local 87. The first signature is a large, cursive signature that appears to read 'K. Stenica'. The second signature is a cursive signature that appears to read 'K. F.'. The third signature is a cursive signature that appears to read 'A. A.'.

## LETTER OF UNDERSTANDING

Between:

The Corporation of the Township of Terrace Bay

and

Canadian Union of Public Employees and its Local 87

### **Part-Time Employees and Casual Work**

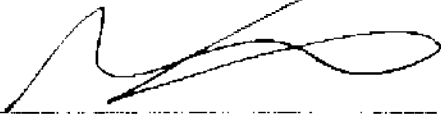

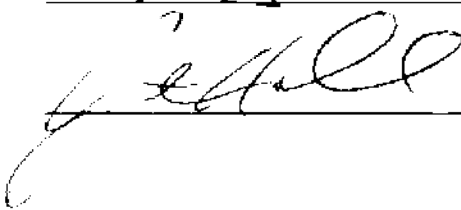
The Parties agree that they wish to provide part-time employees the opportunity to earn additional wages by having the opportunity to accept casual work. Accordingly, part-time employees may request that their names be added to the casual list. The purpose of this Letter of Understanding is to provide part-time employees with the opportunity to earn additional wages at no additional cost to the Township. Accordingly, if a part-time employee is added to the casual list, all of the following must apply:

1. The Township may select casual employees any way it sees fit. The Township is not obligated to grant a part-time employee's request to be added to the casual list;
2. Performing casual work will not, under any circumstances, transform the part-time employee's status from part-time to full-time, even if the part-time employee works thirty-two (32) or more hours per week when their part-time and casual hours of work are combined and even if the casual hours become regular, predictable and scheduled;
3. A part-time employee working casual hours will be issued a second employee number. Essentially, a part-time employee working casual hours will be treated as a "new-hire" casual when performing casual work;
4. A part-time employee working in their part-time capacity will accumulate seniority as a part-time employee. A part-time employee working casual hours will accumulate seniority as a casual employee only – not as a part-time employee;
5. A part-time employee working casual hours will be paid at the minimum base rate for the position for all hours worked as a casual employee;


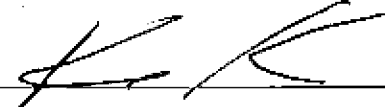
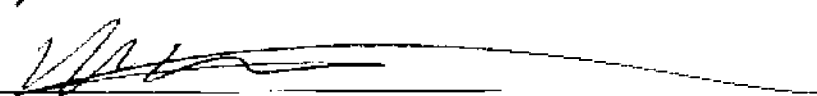
6. Part-time employees working as casual employees will have the rights and benefits of casual employees when they perform casual work. It is understood and agreed that the specific rights that apply to casual employees are limited to those set out in Schedule "C" of the Collective Agreement;
7. A part-time employee working as a casual employee is subject to Article 11.05 of the Collective Agreement. If a part-time employee does not work for 12 consecutive months or is unable or unwilling to work three (3) times within six (6) months, they will lose seniority as a casual employee and cease to be employed as a casual employee. Part-time employees working as casuals are not entitled to preferential treatment in terms of the call-in rotation or based on their scheduled hours of work as a part-time employee;
8. Save and except in emergency circumstances, part-time employees who also work casual hours shall not work hours in excess of 40 per week;
9. The Township may discontinue using a casual employee, including a part-time employee who is also working as a casual employee, at any time and such discontinuance shall not be the subject of a grievance.

SIGNED AT TERRACE BAY, ONTARIO this 31 day of January, 2024.

ON BEHALF OF  
THE CORPORATION OF THE  
TOWNSHIP OF TERRACE BAY

  
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ON BEHALF OF CANADIAN  
UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 87

  
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LETTER OF UNDERSTANDING

Between:

The Corporation of the Township of Terrace Bay

and

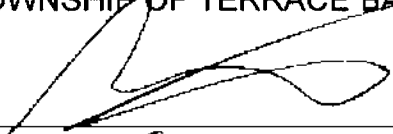

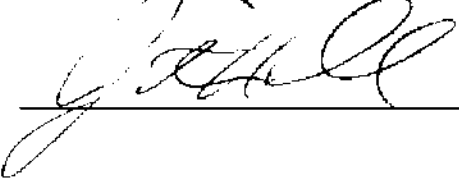
Canadian Union of Public Employees and its Local 87

**Benefits Package**

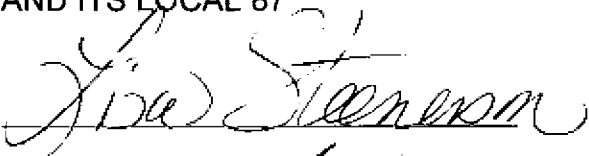
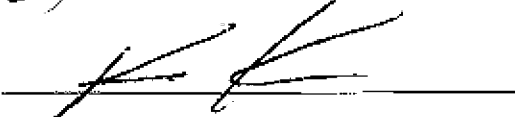
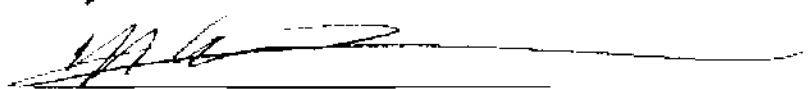
If requested by the Employer, the Union agrees to meet during the life of this collective agreement to discuss Employee Benefits Article 20 for the purpose of exploring cost reductions without any reduction to benefit coverage.

SIGNED AT TERRACE BAY, ONTARIO this 31 day of January, 2024.

ON BEHALF OF  
THE CORPORATION OF THE  
TOWNSHIP OF TERRACE BAY

  
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ON BEHALF OF CANADIAN  
UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 87

  
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LETTER OF UNDERSTANDING

Between:

The Corporation of the Township of Terrace Bay

and

Canadian Union of Public Employees and its Local 87

**Re: Class "A" Mechanic**

**"Without Prejudice or Precedent"**

The Employer has attempted (though unsuccessful to date) to recruit a Certified Tradesman (Class "A" Mechanic) since July 2018.

To fill the position, the parties agree the Employer may underfill the position with lesser certification in order to attract candidates.

The successful candidate will be required within a reasonable amount of time, to obtain full certification of 310T Truck and Coach Mechanic at the full expense of the Employer.

The Employer will cover full wages, benefits, loss time due to education, training, apprenticeship, lodging, mileage and certification. There will be no cost to the successful incumbent.

SIGNED AT TERRACE BAY, ONTARIO this 31 day of January, 2024.

ON BEHALF OF  
THE CORPORATION OF THE  
TOWNSHIP OF TERRACE BAY

ON BEHALF OF CANADIAN  
UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL-87

