

# COLLECTIVE AGREEMENT

BETWEEN

**THE CORPORATION OF THE TOWN OF THESSALON**

(hereinafter referred to as the "Employer")



-AND-

**CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 3-04**

(hereinafter referred to as the "Union")

**CUPE-SCFP** / Canadian Union of Public Employees  
Syndicat canadien de la fonction publique

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**TERM OF AGREEMENT: April 1, 2023 to March 31, 2027**

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## **ARTICLE 1 – PURPOSE**

- 1.01 The purpose of this agreement is to set forth the rates of pay, the hours of work and other matters which have been agreed upon, including procedures in the event of complaints or grievances.

## **ARTICLE 2 – MANAGEMENT RIGHTS**

- 2.01 The Union agrees that the Corporation has the exclusive right to manage including such rights as:
- (a) To direct the working force, the number of Employees required for any and all jobs, the kinds of equipment, machines or tools to be used and their location, the allocation and assignment of work to Employees, and to be the judge of the qualifications of the Employees in a fair, impartial and reasonable manner;
  - (b) To maintain order, discipline and efficiency and to make, alter or amend reasonable rules of conduct and procedure for Employees; to hire, discharge, classify, transfer, promote, demote, lay-off, suspend or discipline Employees for just cause provided, however, that any exercise of these rights in conflict with any of the provisions of this agreement may be the subject of a grievance as provided under the Grievance Procedure of this agreement.

## **ARTICLE 3 – RECOGNITION**

- 3.01 Which Classifications are in the Bargaining Unit, and Which are Excluded

The Employer recognizes the Union as the sole and exclusive collective bargaining agent for all employees of the Employer save and except foremen, persons above the rank of foremen, Office Staff, and students employed during the school vacation period.

- 3.02 Work of the Bargaining Unit

Persons whose jobs (paid or unpaid) 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 in writing by the Parties.

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## **ARTICLE 4 – NO DISCRIMINATION**

- 4.01 There shall be no discrimination by either Party to this agreement, or by the officers, officials, elected members or employees of either Party, or restraint or coercion against any employee because of the membership in the Union or non-membership before becoming a member of the Union, authorized Union activity under this agreement, age, race, colour, religious affiliation, sex, marital status, place of residence or national origin and any other prohibited grounds outlined in the Ontario Human Labour Relations Act.

## **ARTICLE 5 – UNION SECURITY**

### 5.01 Union Membership Requirement

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 within thirty days following successful completion of the Probationary Period as set out in Article 11.01.

### 5.02 Union Dues Requirement

The Employer shall deduct regular monthly Union Dues from the first pay in each month of all employees. The Secretary of the Union shall certify the amount of such Dues in writing. Regular monthly Union Dues shall mean such Dues as are levied on all members of the Union in accordance with its Constitution and By-laws, or a special levy if passed by the National Union Convention of the Canadian Union of Public Employees, but shall not include any other assessment or special levy.

### 5.03 Remittance of Dues and List

The total monthly Dues deducted shall be remitted to the Union not later than the fifteenth (15th) day of each month following the month in which the deduction is made to the National Secretary-Treasurer, accompanied by a list of employees' names, addresses, and phone numbers from whom the deduction was made.

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## **ARTICLE 6 – NEW EMPLOYEES**

### **6.01 Informing New Employees About Union Security**

The Employer will inform new employees of the collective agreement by giving them a copy and drawing their attention to the Union Security provision set out in Article 5.00.

### **6.02 Introduction to the Steward**

The Employee's immediate supervisor shall introduce the new employee to the Union Steward upon commencement of employment. The Union Steward will be allowed fifteen (15) minutes during the employee's first shift to acquaint the employee with their rights and obligations. This time will be determined by the Employer.

## **ARTICLE 7 – CORRESPONDENCE**

7.01 All correspondence between the Parties arising out of this agreement or incidental thereto shall pass to and from the Town Clerk on behalf of the Employer and the Union Secretary, Staff Representative and Group Vice- President on behalf of the Union unless this agreement elsewhere requires the sending of such communication from or to another named official.

## **ARTICLE 8 – UNION STEWARDS, COMMITTEES AND AUTHORIZED LEAVE**

### **8.01 (a) Recognized Stewards**

The Employer will recognize a maximum of two (2) Stewards coming within the scope of this agreement providing the provisions of Article 8.02 have been met. The functions of Stewards are set out in Article 9.00, Grievance Procedure.

### **(b) Negotiating Committee**

The Employer will recognize a Negotiating Committee of the two (2) Employees coming within the scope of this agreement providing the provisions of Article 8.02 have been met. Further the Employer will recognize the President of the Local or his/her designate may attend negotiations. The function of the Negotiating Committee shall be to negotiate in accordance with Article 25, Duration of Agreement.

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Employees who are required to attend negotiation meetings to renew the Collective Agreement shall be paid at their regular rate of pay for all time spent in negotiations with the Employer.

(c) Grievance Committee

The Employer will recognize a Grievance Committee of up to two (2) Employees coming within the scope of this agreement providing the provisions of Article 8.02 have been met.

The function of the Grievance Committee is set out in Article 9, Grievance Committee.

(d) Labour-Management Committee

The Employer will recognize a Labour-Management Committee of one (1) Employee from each department coming within the scope of this agreement providing the provisions of Article 8.02 have been met. The function of the Labour-Management Committee shall be in accordance with Article 8.03, Labour-Management Committee Meetings.

8.02 Notification

The Union shall notify the Employer in writing of the names and office held by the officials set out in Article 8.01 above. The Employer shall notify the Union in writing of the names and office held by the officials who represent the Employer on the Committees set out in Article 8.01 above.

8.03 Labour-Management Committee Meetings

When either party desires a meeting, outside the regularly scheduled meetings to discuss matters arising out of this Agreement other than complaints or grievances, then a written request for such meeting will be sent to the other party outlining the matters which the originating party wishes to discuss. A meeting of the Labour Management Committee will be held within ten (10) working days of the request. The parties will exchange agenda items five (5) working days prior to the regularly scheduled meetings. Meetings of the Labour Management Committee are not to be used to by-pass Management right provisions of the Agreement as set out in Articles 9 or 10, Grievance Procedure, or Article 25, Duration of Agreement.

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#### 8.04 Representation

The Employer recognizes that the Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees.

#### 8.05 Permission Required to Conduct Union Business during Working Hours

Officials of the Union set out in Article 8.01 have regular duties to perform on behalf of the Employer.

The privilege of such Union officials to leave their work is granted subject to the following conditions:

- (a) Such business must be between the Union and the Employer. Employees having complaints or grievances concerning matters other than their suspension or discharge cannot discuss these with Union officials during working hours;
- (b) The time shall be devoted to the prompt handling of such business;
- (c) The official concerned shall obtain the permission of the immediate supervisor (which permission shall not be withheld unreasonably) prior to leaving the official's work area;
- (d) Upon return from Union business, the official shall again notify the immediate supervisor so that the time away from work may be recorded;
- (e) The Employer reserves the right to limit such time if it deems the time taken to be excessive, but such limitation may be grieved by the Union commencing at Step 2 of the Grievance Procedure.

### **ARTICLE 9 – GRIEVANCE PROCEDURE**

#### 9.01 Definition of a "Grievance"

Within the terms of this agreement, a grievance shall be defined as a difference of opinion between the parties as to the interpretation, application, administration, or alleged violation of this agreement, including a question as to whether a matter is arbitrable. A difference of opinion on a matter not covered under this Collective Agreement shall not be eligible for the Grievance Procedure as set out in this Article 9.

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9.02 Definition of a "Working Day"

Within this Article 9, Grievance and Arbitration Procedure, and in Article 10, Discharge and Discipline Cases, a "working day" shall be defined as a day other than Saturday, Sunday or a holiday recognized under this agreement.

9.03 Time Limits are Mandatory

The time limits relative to Grievance and Arbitration Procedure under Articles 9 and 10 are mandatory and not simply directory unless otherwise agreed to in writing between the Parties. It is agreed between the Parties that failure to process a Complaint or Grievance or Arbitration within the specified time limit will be absolute bar to further proceeding, and in such cases the grievance will be forfeited and deemed to have been abandoned.

9.04 (a) Complaint Stage is Mandatory Prior to a Grievance

It is the mutual desire of the Parties that complaints of employees be adjusted as promptly as possible. It is understood that an employee does not have a complaint unless it is officially brought to the attention of the immediate supervisor within ten (10) working days of the event or time at which the employee became or ought reasonably to have become aware of the event which led up to the complaint. The immediate supervisor shall reply to the complaint within five (5) working days. It is understood that an employee does not have a grievance until a complaint which has been discussed between the employee and the immediate supervisor has been denied.

(b) Employee May Request Steward be Present at Complaint Stage

The employee may, if requested, be accompanied by the Steward, providing that a request for the Steward's presence is brought to the immediate supervisor one (1) working day prior to a requested meeting at which a complaint is to be introduced.

9.05 STEP 1 of the Grievance Procedure

Failing satisfaction by the employee with the verbal decision of the immediate supervisor at the Complaint Stage set out in Article 9.04 above, then within fifteen (15) working days of the reply of the immediate supervisor, but not thereafter, the employee may submit the grievance in writing specifying the article or articles of this agreement allegedly violated, and signing it, to the Town Clerk. The employee may be accompanied by the Steward, if so requested. A meeting shall be held between the employee and the Steward (if requested) on the one hand, and the Town Clerk and the immediate supervisor on the

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other hand within five (5) working days of the submission of the written grievance. The Town Clerk shall reply in writing within fifteen (15) working days of the meeting.

#### STEP 2 of the Grievance Procedure

Failing satisfaction by the employee with the written decision of the Town Clerk in Step 1 above, then within fifteen (15) working days, but not thereafter, the grievance may be submitted to the Town Clerk or designate by written notification. A meeting between the Town Clerk or designate on the one hand and the employee and the Grievance Committee and the Staff Representative on the other hand shall be held within fifteen (15) working days of receipt of notification from the Union as set out herein. The Town Clerk or designate shall reply within fifteen (15) working days of the meeting.

#### STEP 3 of the Grievance Procedure - Arbitration

- (a) Failing satisfaction by the Grievance Committee with the written decision of the Town Clerk or designate in Step 2 above, the Grievance may then be referred to Arbitration as set out herein provided mandatorily that the decision to take such action is communicated to and received by the Employer in writing within one (1) calendar month of the receipt of the reply by the Chairman of the Grievance Committee, but not thereafter.
  - (b) Subsequent to the receipt of such notice of intention, the parties shall have one (1) month to refer the matter to arbitration. Otherwise, it will be deemed to be abandoned.
  - (c) The Arbitration will be conducted by a sole Arbitrator, who will be agreed to by the parties.
  - (d) This Collective Agreement may only be altered, modified or amended by the Parties to it, and no Arbitrator or Arbitration Board shall have the right to alter, modify, amend, add to or delete from any part of this agreement or to make any decision inconsistent with the provisions thereof.
  - (e) The proceeding of the parties in their involvement in an Arbitration shall be expedited whenever possible and the decision of the Arbitrator shall be final and binding.
  - (f) Notwithstanding the provisions of Step 3 of the Grievance Procedure - Arbitration, either party shall have the option of requesting a single Arbitrator as provided for in the Ontario Labour Relations Act within one (1) calendar month of the receipt of the
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reply by the Chairman of the Grievance Committee as outlined in (a), otherwise it will be deemed to be abandoned.

9.06 Union Policy Grievance

The Union may institute a grievance consisting of an allegation of a general misinterpretation or a violation by the Corporation, in writing, at Step Two (2) of the Grievance Procedure, provided that it is presented within ten (10) working days after the circumstances giving rise to the grievance have originated or occurred. However, it is expressly understood that the provisions of this clause shall not be used to institute a grievance directly affecting an employee or employees which such employee or employees would themselves initiate and the regular grievance procedure shall not be thereby bypassed.

9.07 Group Grievance

Where a number of employees have identical grievances and each employee would be entitled to grieve separately, they may present a group grievance in writing identifying each employee who is grieving to their Supervisor or designate within fifteen (15) business days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee(s). The grievance shall then be treated as being initiated at Step 2 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

**ARTICLE 10 – DISCHARGE AND DISCIPLINE CASES**

10.01 Notification of Discharge or Discipline

The Employer shall notify an employee who has been discharged or disciplined in writing with copies to the Union Secretary, Staff Representative and Group Vice-President setting out the reason for such action.

10.02 Special Discharge and Discipline Grievance Procedure

A claim of unjust discipline or discharge of a seniority employee shall be treated as a grievance provided that the written grievance is lodged by the affected employee, that such grievance commences at Step 2 of the Grievance Procedure and that the lodging of the grievance with the Town Clerk or Designate be carried out within ten (10) working days after the discipline or discharge. In such cases of special Discharge and Discipline Grievance, the Complaint Stage and Step I shall be by-passed. In regards to a

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probationary employee as set out in Article 11.01, the Union can grieve on such employee's behalf.

## **ARTICLE 11 – SENIORITY**

### **11.01 Probationary Employees - Attaining Seniority - Ineligibility for Certain Grievances**

- (a) Newly hired employees shall be on probation during their first three (3) consecutive months of full-time employment or the equivalent, four hundred and eighty (480) hours. Employees are not entitled to the use of seniority until successful completion of the probationary period.
- (b) Upon successfully completing the appropriate probationary period set out in Article 11.01 (a) above, a probationary employee shall then become a seniority employee and shall be placed on the seniority list as of the date of hire.
- (c) For all part-time positions, two thousand and eighty (2,080) hours equals one (1) year seniority.

### **11.02 Seniority List**

Seniority shall cease and employment shall terminate for any of the following reasons:

- (a) If an employee resigns;
  - (b) If an employee is discharged and such discharge is not subsequently reversed through the Grievance or Arbitration Procedure;
  - (c) If an employee is absent without leave without a justifiable reason;
  - (d) If a laid off employee fails to return within ten (10) working days of recall to a position for which qualified. Such recall notice shall be by registered mail to the last filed address of the employee;
  - (e) If an employee overstays a leave of absence;
  - (f) If an employee retires as set out in the O.M.E.R.S. Pension Plan;
  - (g) After twenty-four (24) months of layoff.
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### 11.03 Continuation of Seniority Rights

Seniority shall continue during an illness or accident in accordance with legislation including but not limited to WSIA, OHRC, ESA. Seniority shall not be broken for leaves of absence of two (2) months or less duration, or for leaves of absence to run for or serve in elected public office.

### 11.04 Definition of Job Vacancy

A job vacancy shall be defined as one brought about by the resignation or transfer or discharge of an employee from a position which the Employer determines to fill, or a newly created position coming within the scope of this agreement. A vacancy shall be deemed to include the first vacancy which results from filling an original vacancy on a job posting, but not subsequent vacancies. It is understood that the complement of staff, in total, in any department, or in any job classification, is at the sole discretion of the Employer.

### 11.05 Job Posting Procedure

Job vacancies shall be dealt with in the following manner:

- a) Vacancies shall be posted from 9:00 a.m. of day 1 of the posting period until 11:00 a.m. of day 4 of the posting period;
- b) The posting shall show the job title, the location, the requirements and the wage for the position;
- c) An application for the posted position shall detail the requirements set out in Article 11.08 as they concern the applicant, and such application shall be signed and forwarded to the Town Clerk no later than day 5 of the posting.

### 11.06 Requirements for Selection

In filling vacancies or upon layoff or recall from lay-off, the Employer shall first consider the candidate's qualifications to meet the requirements of the position as to knowledge, training, and experience described in the posting and will then consider the following factors:

- a) Ability to perform the normal requirements of the position as of the time of posting and selection;
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- b) Presuming the requirements set out previously are relatively equal between two or more candidates, seniority in this bargaining unit shall be next recognized;

**11.07 Transfers Out of this Bargaining Unit**

No employee shall be transferred out of this bargaining unit except by consent. An employee transferred out of this bargaining unit shall cease to accumulate seniority but shall bank previously accumulated seniority. Such banked seniority shall be reserved for a period of one (1) year, and if the employee does not return to this bargaining unit within said one (1) year, the banked seniority shall be forfeited and the employee shall have no further claim upon it; but if the transferred employee returns to this bargaining unit before the conclusion of the aforementioned one (1) year period, then the employee shall be entitled to a credit of all seniority earned to the time of transfer out of this bargaining unit with no interim credit for the time spent while transferred out of this bargaining unit.

**ARTICLE 12 – HOURS OF WORK**

**12.01 (a) Normal Hours of Work - Public Works**

The regular work day shall not commence before 7:00 a.m. nor finish later than 5:00 p.m. No eight (8) hour shift shall be spread over a period longer than nine (9) hours, with one (1) hour off for lunch, unless otherwise scheduled by Employer.

Except as hereinafter provided, the hours of work shall be:

7:00 a.m. to 12:00 p.m.                      1:00 p.m. to 4:00 p.m

**(b) Snow Removal Shift Schedule**

A Winter Maintenance Schedule shall apply from October 15<sup>th</sup> each year until April 30<sup>th</sup> following. Shifts can be scheduled outside the normal working hours of an employee outlined above. The Employer is to give employees twelve (12) hours notice before scheduling a snow shift.

**(c) Normal Workweek – Public Works**

The normal workweek shall consist of five (5) days from Monday to Friday inclusive, for a total of forty (40) hours per week.

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12.02 (a) Normal Hours of Work - Arena/Park Staff

Hours of Work, up to forty (40) hours per week.

(b) Summer Hours of Work - Arena/Park Staff

The Arena/Park employees shall be paid an additional premium of fifty (50) cents for each hour, or part thereof, worked prior to 7:30 a.m. or after 4:00 p.m.

(c) Schedule to be shared evenly between employees to permit alternate weekends off. Weekends could be part of the regular forty (40) hour week.

12.03 Rest Periods

Employees shall be permitted a fifteen (15) minute rest period in the first half and in the second half of a normal shift as set out in Article 12.01.

12.04 At no time will employees be scheduled to work for a period of less than three (3) hours.

## **ARTICLE 13 – OVERTIME**

13.01 Definition of Overtime

All time worked beyond the normal hours of work per day or per week as scheduled or on a Holiday recognized under this agreement shall be considered as overtime and shall be paid at overtime rates.

13.02 Authorization

Overtime must be authorized in advance by the Employer.

13.03 Reimbursement for Overtime Worked

Overtime, as defined in Article 13.01 shall be paid at the rate of time and one-half (1½) an employee's basic rate of pay.

13.04 Choice of Lieu Time Off

An employee may elect to be paid overtime in conformity with Article 13.03 or to have an equivalent amount of time off with pay which shall be scheduled by mutual agreement. At the employee's request, lieu time shall be banked to be taken at a time

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mutually agreeable to the employee and the Employer. All lieu time accrued but not yet taken shall be paid out in the first pay period of December of each year.

**13.05 Sharing of Overtime**

The overtime shall be distributed as equitably as possible among those employees in the same location who normally perform the work involved.

**13.06 Call-Out Guarantee**

Employees who are called out one (1) hour or more after completion of a work shift and are required to work in an emergency, shall be guaranteed a minimum of three (3) hours at overtime rates and shall continue to receive overtime rates for each hour thereafter.

**13.07 Stand-By**

The Employer has the right to assign employees to stand-by duty on a scheduling process or formula agreed to by the parties. A stand-by rate shall be for every twenty-four (24) hours the employee shall receive three (3) hours of pay at their regular wage rate or for every eight (8) hours the employee shall receive one (1) hour of pay at their regular wage rate.

Stand-By payout shall occur semi-annually.

**13.08 Travel Time**

Employees who need to travel out of Town for municipal business will be paid regular time plus mileage, set at the current year's Canada Revenue Agency rate minus five (.05) cents, if the employee uses their own vehicle.

**13.09 Supervisor's Absences - Lead Hand**

The parties agree that when a Supervisor is absent and a Lead Hand has been deemed, the Lead Hand will carry the phone throughout the scheduled shift. The deemed Public Works Lead Hand will carry the phone after the scheduled shift, normally from 4:00 p.m. to 7:00 a.m., with compensation to be as per the rate paid to the Working Superintendent. If a managerial decision is required, the Lead Hand will contact either the Town Superintendent or the Working Superintendent for direction.

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## **ARTICLE 14 – RECOGNIZED HOLIDAYS**

### **14.01 List of Recognized Holidays**

The Employer recognizes the following as paid holidays:

New Year's Day	Labour Day
Family Day	National Day for Truth and Reconciliation
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Dominion Day	Boxing Day
August (Civic Holiday)	

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

### **14.02 Qualifying for a Holiday**

An employee must work the last scheduled working day preceding and the first scheduled working day succeeding a Recognized Holiday to qualify for payment.

### **14.03 Substitution of Holiday**

If any of the above holidays fall on a Saturday or Sunday, the Friday or the Monday as designated by the Employer shall be considered as the recognized holiday for the purpose of this agreement.

The Employer shall serve written notice to the Union at least thirty (30) calendar days prior to the change of its intent to move the recognized holiday.

### **14.04 Rate of Pay – Not Scheduled to Work on a Holiday**

An employee who is not scheduled to work on a Recognized Holiday set out in Article 14.01 above shall receive Holiday Pay equal to one day's pay or a lieu day off with pay at a time mutually agreeable between the employee and Employer.

### **14.05 Rate of Pay – Scheduled to Work on a Holiday**

An employee who works on a Recognized Holiday or the rescheduled Day recognized as the holiday, shall be paid at the rate of time and one-Half (1½) plus another day's pay or

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in lieu another day off with pay at a time mutually agreeable between the employee and the Employer.

**ARTICLE 15 – VACATIONS**

**15.01 Schedule of Vacation Entitlement**

<u>SERVICE AS OF JULY 1<sup>ST</sup></u>	<u>VACATION ENTITLEMENT</u>
Less than one (1) year .....	6% of earnings
One (1) year but less than five (5) years .....	Two (2) weeks
Five (5) years but less than nine (9) years .....	Three (3) weeks
Nine (9) years but less than thirteen (13) years .....	Four (4) weeks
Thirteen (13) years but less than seventeen (17) years .....	Five (5) weeks
Seventeen (17) years but less than twenty-one (21) years .....	Six (6) weeks
Twenty-one (21) years but less than twenty-five (25) years.....	Seven (7) weeks
Twenty-five (25) years or more .....	Eight (8) weeks

**15.02 Employees Requesting Vacations**

A vacation schedule upon which employees shall designate the vacation time of their preference will be circulated during April of each year. Employees shall request their desired vacation period by May 15<sup>th</sup>, and when there is a request for more than one employee in the same department, for the same vacation period, the schedule shall be set by the Employer, with the employee having the most seniority being granted first his/her requested absence. All vacation schedule approvals will be provided to the employee in writing by May 30<sup>th</sup>.

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15.03 Vacation Pay

Vacation pay shall be paid at the appropriate percentage of current base rate in accordance with the time worked over the regularly scheduled year ending on June 30<sup>th</sup> which precedes the July 1<sup>st</sup> computation date.

15.04 Recognized Holiday During Vacation

An employee shall be allowed an additional vacation day with pay at a time mutually agreeable between the employee and the employer when a Recognized Holiday falls or is observed within the scheduled vacation period.

**ARTICLE 16 – SICK LEAVE**

16.01 Sick Leave Credits and Accumulation

Employees, upon successfully completing their probationary period as set out in Article 11.01, All full-time employees will be entitled to six (6) sick days per annum paid at 100%. These days will be allotted effective January 1 of each year.

NOTE: Any unused sick days earned annually will not be accumulated or paid out.

Employees are required to immediately notify their direct supervisor when it is necessary to be absent due to personal illness or ill dependent. Dependents are defined as children under the age of eighteen (18), over eighteen (18) if they have a disability, and spouse.

16.02 Medical Certificate

A certificate from a qualified medical practitioner may be required if sick leave continues over five (5) consecutive calendar days. If possible, such a certificate should contain an estimate of when the employee can return to work. A certificate may also be required in the case of illness or to confirm that an employee is safely able to return to work after an extended sick leave absence.

The Employer shall, effective the first of the month following ratification of the Memorandum of Settlement by the parties, pay all costs for the completion of medical certificates when requested by the employer. The employee shall be required to submit to their supervisor a receipt of payment in order to qualify for reimbursement.



16.03 Annual Report of Sick Leave

The sick leave standing of each employee shall be noted on their pay stub in January of each year.

16.04 W.S.I.B. Supplemented from Sick Leave

Employees who become eligible after the signing of the agreement to have Workers' Compensation payments for an accident arising out of employment, shall have such payments supplemented from accumulated sick leave up to normal basic pay.

16.05 Short Term Disability Plan

The Town will provide the employees with a Short Term Disability (STD), payable to the employees which shall provide seventy-five percent (75%) of the weekly salary from the first day in the event of accident, injury, or hospitalization or the 4th calendar day in the event of illness, for a period up to when Long Term Disability (LTD) commences. The Employer shall pay 100% of the premiums for the STD.

16.06 Retirement Allowance

Employees who have accumulated sick days prior to this contract and upon retirement from active working life after having served more than five (5) consecutive full-time years of employment, and upon having arranged for receipt of the OMERS pension, shall be entitled to a retirement allowance equal to one-half (1/2) the number of sick days standing to their credit, and in any event not to exceed three (3) months earnings at the current basic rate of pay.

16.07 Paid Sick Leave Bridge to Short Term Disability Plan (STD)

Employees who have exhausted their annual paid sick days as per 16.01 above and who are approved for the STD shall not suffer any loss of salary after the four (4) day waiting period while awaiting the payment from the STD. It is understood that the employee is not required to utilize their carry-over days identified in 16.01 for this bridge.

16.08 Recurrence of Illness

If an employee falls ill, for the same or related cause, within two (2) weeks of return to work after away from work on the STD then that illness shall be considered part of the same original entitlement. Otherwise, the employee shall be entitled to an additional claim.

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16.09 Previous Credits

Employees shall be entitled to the sick leave accumulation standing to their credit prior to the signing of this agreement.

16.10 Pension

Subject to the approval of OMERS, the Employer agrees to continue to contribute to the pension plan as if the Employee continues to receive 100% of the wage while on an illness. Additionally, the Employer agrees to pay for the portion of the employee's contribution to ensure pension contributions remain whole when the employee is paid less than 100%

16.11 Definition of Full-Time

Within this Article 16 - Sick Leave, full-time shall be defined as regularly scheduled employment of over twenty-four (24) hours per week.

16.12 Long Term Disability

Employees shall be covered by a Long Term Disability Plan (LTD), that provides for seventy-five percent (75%) of the employee's salary. The premium cost of this benefit shall be absorbed by the Town. LTD shall commence after an elimination period of one hundred and seventy-nine (179) calendar days.

16.13 Return to Work

Subject to any operational requirements, upon their return to work from any sick leave of absence, the Employer shall reinstate the employee to their former position.

16.14 Change of Plan/Carrier for STD and LTD

The Employer may change the STD/LTD plan(s) and/or carrier provided that the new plan(s) is/are equivalent to or better than the current plan. In the event that the Employer changes the carrier, the Union shall be provided sixty (60) days notice and the details of the new plan. Prior to any change, each employee shall be provided with a description of the new plan.

16.15 Documentation and Confidentiality

The Parties agree to meet to discuss any and all forms used by the Employer or an agent of the Employer to manage and adjudicate sick leave.

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The Employer agrees that unless the Employer receives specific written consent by the employee, at no time shall the Employer, or any agent of the Employer have access to health information beyond that needed to substantiate the sick leave and/or to facilitate a return to work. This includes but is not limited to a restriction on use of any "blanket" consent as well as, unless specifically granted by the employee, any direct access to the employee's health care practitioner. For clarity, the nature of the illness, prognosis (not diagnosis), any restrictions identified by the employee's health care practitioner and/or any medications prescribed which directly affect the employee's ability to work shall be provided to the Employer if required. Any information requested beyond that which is listed above shall be discussed with the Union prior to access.

**16.16 Service and Seniority**

While on sick leave, including STD and LTD an employee shall continue to accumulate service and seniority.

**16.17 Payment of Premiums for Benefits**

The Employer will continue to pay their regular portion of premiums for benefits provided for in the Collective Agreement while an employee is in receipt of sick pay and/or STD. Payroll deductions for pension purposes will continue to be made from sick pay.

**16.18 Sick Leave During Leave of Absence and Lay-off**

When an employee is given leave of absence with pay for any reason, she/he shall receive sick leave credits as per 16.01 for the period of such absence on her/his return to work. When an employee is laid off she/he shall not receive sick leave credits for the period of such absence but shall retain her/his cumulative credit, if any, existing at the time of such layoff.

Where an employee qualified for sick leave while on vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall be reinstated for use at a later date.

**16.19 Physician Form**

The Employer will pay for all short-term disability forms requested to be completed by the employee.

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## **ARTICLE 17 – LEAVE OF ABSENCES**

### **17.01 Leave for Personal Reasons**

The Employer may grant leave of absence without pay to employees for personal reasons. Requests for such leave shall be in writing, and shall be submitted no later than two (2) weeks before the commencement of the requested leave except in cases of emergency when reasons for requesting such leave shall be submitted to the Employer as soon as possible. The decision to grant or deny such leave is solely a prerogative of the Employer.

### **17.02 Leave for Union Functions**

Employees selected by the Union to participate in Union conventions or conferences shall be granted leave of absence without pay subject to the Employer being given notice of the delegate's name, the reason, and the proposed time of such leave, and subject to a maximum leave of one (1) delegate at any one time and a total number of such leave days per collective agreement year of ten (10) days.

### **17.03 Leave for Elected Public Office**

An employee elected to public, full-time office shall be granted leave of absence without pay and without loss of seniority while on such leave, and the leave of absence will expire one (1) calendar month following the date of leaving such elected position. Such leave will be renewed automatically during each subsequent election to office on the same terms.

### **17.04 Leave to Act as Candidate**

An employee nominated for election to a Federal, Provincial or Municipal office shall be granted leave of absence without pay and without loss of seniority for a maximum of one (1) month.

### **17.05 Leave for Union Business**

An employee who is selected for full-time work, either permanently or on a temporary basis with the Canadian Union of Public Employees or its Local 3 or is required to attend at training, conference or other union event shall be granted a leave of absence without pay and without loss of seniority. The maximum length of such leave shall be six (6) months.

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Absences for employees who are elected or appointed to a temporary office or position within the Union shall not involve any cost to the Employer. Upon receipt of a written commitment by the Union to reimburse the Employer, the Employer agrees to continue the employees' pay, vacation and sick leave accrual, pension contributions and health benefits for the period of leave for Union business and Union leave.

17.06 Bereavement Leave

In the case of the death of a member of the immediate family of an employee, including a probationary employee, the employee shall be entitled to leave of absence with no loss of pay to a maximum of five (5) working days. The immediate family shall be defined as: parent, common-law-spouse, same sex partner, spouse, and child.

In the case of the death of the following members of an employee's family, the employee, including a probationary employee, shall be entitled to a leave of absence with no loss of pay to a maximum of three (3) working days. These members include: stepparent, brother, sister, stepson/daughter, grandchild, grandparent, grandparent-in-law, parent-in-law, sister-in-law, brother-in-law, daughter-in-law, and son-in-law.

In the case of the death of an employee's aunt and or uncle, the employee, including a probationary employee, shall be entitled to a leave of absence with no loss of pay to a maximum of one and a half (1.5) working days.

Additional unpaid leave for travel time may be granted at the discretion of the Employer.

17.07 Leave for Jury Duty

Employees called for jury duty shall absent themselves from work only to such reasonable extent as to allow them to carry out those duties. Such employees shall be paid for standard, scheduled working hours for such leave at normal basic rates of pay, provided the employee pay over to the Employer the jury duty fees received from the court excluding recognized court expenses.

17.08 Pregnancy and Parental Leave

The Employer shall grant pregnancy leave and parental leave without pay in accordance with the requirements of the Employment Standards Act.

17.09 Court Appearance Leave

An accused employee who is jailed awaiting a court appearance shall be entitled to a leave of absence without pay up to and including the day of court appearance.

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17.10 Personal Leave Days

All employees will be entitled to two (2) paid personal emergency leave days. An employee may use this entitlement for any reason.

The Employer must grant such leave given the employee notified the Employer and provide the reason without documentation.

Personal leave days will be a separate bank. The Employer shall not count against any other leave under this Collective Agreement or as prescribed by legislation.

**ARTICLE 18 – WAGE SCHEDULE**

18.01 Wages shall be paid every second week in accordance with Schedule "A" which is attached to and forms a part of this agreement.

18.02 When an employee is deemed and duly authorized, in writing, a lead hand by his/her supervisor, such employee shall receive an hourly premium of seventy-five (75) cents for all hours worked as a deemed lead hand.

For clarity, in the event a managerial decision is needed to be made by the employee on the weekends or after hours, an employee that is responsible for the phone shall receive such premium outlined above.

18.03 Equal Pay for Equal Work

The Town shall pay equal pay for equal work on the basis of employment status and assignment employee status.

Equal work means substantially the same kind of work in the same establishment and the work requires substantially the same skill, effort and responsibility and is performed under similar working conditions.

18.04 When an employee relieves in a higher classification they shall receive the rate of pay for the higher classification while so relieving for more than one (1) hour.

Furthermore, when an employee relieves in a lower classification they shall maintain their regular rate of pay.

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## **ARTICLE 19 – RETIREMENT**

### **19.01 Pension Plans**

In addition to the Canada Pension Plan, all eligible employees shall enroll in the Ontario Municipal Employees' Retirement System, (O.M.E.R.S.).

## **ARTICLE 20 – BENEFITS**

### **20.01 (a) Coverage and Employer Contribution**

Effective as of the first month following signing of this agreement, the Employer shall contribute 100% of the total costs of:

Employer Health Tax (E.H.T.)

MEARIE Extended Health Care

Group Life Insurance Plan equal to two (2) times annual basic salary

MEARIE Dental Plan to Plan "E", Ontario Dental Association fee schedule at the current year and updated yearly

MEARIE Short Term Disability (STD) Plan

MEARIE Long Term Disability (LTD) Plan

MEARIE Vision providing five hundred (\$500.00) dollars per family member each twenty-four (24) months. Vision care amount can be used towards laser eye surgery if the employee so chooses. A further three hundred dollars (\$300.00) each twenty-four (24) month period shall be provided for the purchase of prescription safety glasses for employees who require them.

### **(b) Boot/Clothing Allowance**

Employees shall receive a maximum of six hundred (\$600) dollars per calendar year, to be paid in full at the start of the year with the employee completing a sign off sheet, for the purchase of safety boots and work related clothing.

### **(c) **100%** Fitness Room employee discount (does not include family)**

### **(d) Carriers may be changed by the Employer from time to time provided benefits and service remain at least equivalent to or better to those now in effect.**



- (e) Upon receipt for same the Employer shall reimburse employees the cost of medical exam for the purpose of recertification of driver's license up to a maximum two hundred and fifty (\$250) every 3 or 5 years as the case may be.

20.02 Coverage while off Work due to Unpaid Leave of Absence

An eligible employee who is on unpaid leave of absence authorized by the Employer shall be covered under the Plans set out in Article 20.01, and the Employer's contributions shall be made for the month in which the leave of absence commences. In the month following the month in which the leave of absence commences, the employee, as a prerequisite condition for the granting of such leave, shall pay the total costs of all the premiums of the Plans in which enrolled to the Employer directly for all months succeeding the first month of such leave. An employee who has run out of sick leave credits while off work due to an illness or accident shall be covered under this Article 20.02. An employee who has ceased receiving Workers' Compensation payments in lieu of salary shall be covered under this Article 20.02. Upon commencing work, both the previously ill and the accident employee shall be covered by the Plans set out in Article 20.01 with the appropriate Employer contribution. Unpaid Union leave which is approved by the Local shall be covered under the Plans as per Article 17.05.

20.03 Part-Time Employees

Employees regularly employed for twenty-four (24) hours per week or less shall not be entitled to the benefit coverage as outlined in 20.01. Instead, employees will receive \$1.65 for each hour that they work in lieu of those benefits.

**ARTICLE 21 – PART-TIME EMPLOYEES**

21.01 (a) Definiton of Part-Time Employees

A part-time employee shall be defined as an employee who is regularly scheduled to work not more than twenty-four (24) hours per week.

(b) Limitations and Exclusions

A part-time employee is not covered under the sick leave plan.

(c) Participation in O.M.E.R.S.

Part-time employees shall be entitled to participate in the Ontario Municipal

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Employees Retirement System, subject to the conditions described in the O.M.E.R.S Act and Regulations.

(d) Contributions to Benefits

The Employer shall contribute to the Employee benefits set out in The Article 20.01, or in accordance with Article 20.03.

**ARTICLE 22 – NO STRIKE AND NO LOCKOUT**

22.01 During the term of this agreement, the Union agrees that there will be no Strike and the Employer agrees that there will be no Lockout. "Strike" and "Lockout" shall have the meaning defined in the Ontario Labour Relations Act.

**ARTICLE 23 – CONFORMING TO THE LAW**

- 23.01 (a) If any provision of this agreement at any time is deemed to be contrary to any law, this agreement shall be automatically amended to conform to such law.
- (b) The Employer shall make all reasonable provision for the occupational safety and health of employees. All rights and privileges established under the laws of the Province of Ontario in respect of occupational health and safety shall form part of this agreement.

**ARTICLE 24 – RESTRICTIONS ON CONTRACTING OUT**

24.01 In order to provide job security for all members of the bargaining unit, the Employer agrees that no employee within the bargaining unit shall, as a result of contracting out, or as a result of work of the bargaining unit being performed by non-unit persons, be laid off or have her/his regular hours of work reduced.

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## **ARTICLE 25 – DURATION OF AGREEMENT**

### **25.01 Terms of Agreement**

This agreement shall remain in force and effect from April 1, **2023**, to March 31, **2027**, and shall continue from year to year thereafter unless either Party gives to the other Party notice in writing not more than ninety (90) days and not less than thirty (30) days prior to the date of its termination that it desires to terminate or amend this agreement.

Increases to the salary schedule shall be retroactive to April 1, **2023**. Where employees either have left the employ of the Employer and/or have entered into the employ of the Employer between April 1, **2023** and the signing of the new Collective Agreement they shall be entitled to payment for the period worked based on the April 1, **2023** rate.

The Employer will endeavor to provide all retroactivity within thirty (30) days of receiving written notice of ratification. If the retroactivity is not paid within forty-five (45) days then thereafter interest will be paid.

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

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

### **25.02 Parties Shall Meet**

In the event of the notice set out in Article 25.01 being given, negotiations with a view to amend this agreement shall begin at an agreed upon date and time thereafter.

### **25.03 Effective Date of Each Term of this Agreement**


This agreement shall date from April 1, **2023**, to March 31, **2027**, as set out in Article 25.01.


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IN WITNESS WHEREOF each of the Parties hereto has caused this Collective Agreement to be signed by its duly authorized Representatives.

Signed in Thessalon, Ontario, this 23 day of November, 2023.


FOR THE EMPLOYER

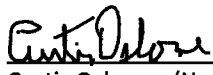
  
\_\_\_\_\_  
Bill Rosenberg (Nov 23, 2023 16:03 EST)  
Mayor


  
\_\_\_\_\_  
Nancy Cooke  
Chair of Human Resources Committee


  
\_\_\_\_\_  
Debbie Rydall (Nov 24, 2023 08:20 EST)  
Clerk-Treasurer

FOR THE UNION

  
\_\_\_\_\_  
Marco Niro (Nov 23, 2023 14:22 EST)  
President, CUPE Local 3

  
\_\_\_\_\_  
Curtis Osborne (Nov 24, 2023 13:01 EST)  
Bargaining Committee Member, CUPE Local 3-04

  
\_\_\_\_\_  
Bev Ingle (Nov 24, 2023 14:49 EST)  
Bargaining Committee Member, CUPE Local 3-04

  
\_\_\_\_\_  
Jay Beberick (Nov 23, 2023 14:15 EST)  
CUPE National Representative



## SCHEDULE "A"

### RATES OF PAY (normal, basic, hourly rates)

JOB CLASSIFICATIONS	Effective April 1/23	Effective April 1/24	Effective April 1/25	Effective April 1/26
	4%	2.50%	2.50%	2.75%
<b>Maintenance Worker Labourer 3 - Mechanic</b> Starting Rate: \$27.64	\$28.75	\$29.47	\$30.21	\$31.04
<b>Maintenance Worker Labourer 3</b> Starting Rate: \$26.47	\$27.53	\$28.22	\$28.93	\$29.73
<b>Arena/Park Labourer 2</b> Starting Rate: \$21.81	\$22.68	\$23.25	\$23.83	\$24.49
<b>Recreation Coordinator</b> Starting Rate: \$17.90	\$18.62	\$19.09	\$19.57	\$20.11

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# LETTER OF UNDERSTANDING #1

BETWEEN:

The Corporation of the Town of Thessalon

AND

The Canadian Union of Public Employees  
and its Local 3-04


## RE: JOB EVALUATION


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The parties agree to meet within the first year of the term of this contract to form a Joint Job Evaluation Committee consisting of an equal number of participants from management and from the union. The committee will meet to develop terms of reference and can enlist the assistance of the CUPE Joint Job Evaluation Representative and/or employer consultant.

Renewed in Thessalon, Ontario, this 23 day of November, 2023.


FOR THE EMPLOYER


  
\_\_\_\_\_  
Bill Rosenberg (Nov 23, 2023 16:03 EST)  
Mayor


  
\_\_\_\_\_  
Nancy Cooke  
Chair of Human Resources Committee

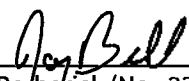
  
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Debbie Rydall (Nov 24, 2023 08:20 EST)  
Clerk-Treasurer

FOR THE UNION

  
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Marco Niro (Nov 23, 2023 14:22 EST)  
President, CUPE Local 3

  
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\_\_\_\_\_  
Bev Ingle (Nov 24, 2023 14:49 EST)  
Bargaining Committee Member, CUPE Local 3-04

  
\_\_\_\_\_  
Jay Belberick (Nov 23, 2023 14:15 EST)  
CUPE National Representative

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## LETTER OF UNDERSTANDING #2

### BETWEEN:

The Corporation of the Town of Thessalon

### AND

The Canadian Union of Public Employees  
and its Local 3-04

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The Return to Work Coordinator or designate will request the attendance of a Union Representative\* at a meeting required for the accommodation of an employee with:

- a) A permanent disability or;
  - b) A temporary disability known at the outset to be for a duration greater than thirty (30) days.
- \* The Union shall designate the representative(s) to deal with disability related matters. Unavailability or non-attendance of the designated Union representative at meetings arranged by the Return to Work Coordinator or designate shall not delay the accommodation process.
  - \* Either party may request a re-scheduling of a meeting with notice to the other party within five (5) days of such meeting being scheduled.
  - Both parties recognize the benefits of early and safe return to work and the parties endeavor to schedule meetings to deal with such matters as promptly as possible.

The Union can propose alternative accommodations including entry level positions.

It is understood the employee and Union will be provided with a reasonable amount of time to consider and respond to a proposed permanent disability accommodation.


The Return to Work Coordinator or designate will arrange quarterly meetings with the designated Union Representative to review accommodation activity.


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The Parties agree if they agree to Renew this Letter of Understanding at the next round of bargaining it will be automatically moved into the collective agreement.

Renewed in Thessalon, Ontario, this 23 day of November, 2023.


FOR THE EMPLOYER

  
\_\_\_\_\_  
Bill Rosenberg (Nov 23, 2023 16:03 EST)  
\_\_\_\_\_  
Mayor

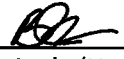
  
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Nancy Cooke  
\_\_\_\_\_  
Chair of Human Resources Committee

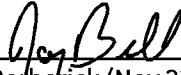
  
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Debbie Rydall (Nov 24, 2023 08:20 EST)  
\_\_\_\_\_  
Clerk-Treasurer

FOR THE UNION

  
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Jay Belberick (Nov 23, 2023 14:15 EST)  
\_\_\_\_\_  
CUPE National Representative

