

# **COLLECTIVE AGREEMENT**

BETWEEN

**THE CORPORATION OF THE TOWN OF KAPUSKASING**  
(hereinafter called the "Employer")

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 369-01 AIRPORT EMPLOYEES**  
(hereinafter called the "Union")

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**Effective date:**  
**July 1<sup>st</sup>, 2023, to June 30<sup>th</sup>, 2028**

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## **ARTICLE 1 – PREAMBLE**

**1.01** WHEREAS it is the desire of both parties to this Agreement:

- (a) To maintain and improve the harmonious relation and settled conditions of employment between the Employer and the Union.
- (b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.
- (c) To encourage efficiency in operations.
- (d) To promote the morale, well-being and security of all the employees in the bargaining unit of the Union.
- (e) To encourage a mindset of cost containment to ensure the Kapuskasing Airport can be as self-sustaining as possible

## **NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:**

### **1.02 Plural or Feminine Terms May Apply**

Wherever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used where the context of the party or parties hereto so require.

## **ARTICLE 2 – RECOGNITION**

**2.01** The Employer recognizes the Canadian Union of Public employees and its Local 369-1 as the sole and exclusive collective bargaining agency for all its employees of The Corporation of the Town of Kapuskasing, Ontario, working at the Kapuskasing Airport, excluding the Airport manager, the Airport Coordinator and those above the rank of manager.

## **ARTICLE 3 – MANAGEMENT RIGHTS**

- 3.01** (a) The Union acknowledges that the Employer has the exclusive right to manage its business, organize, provide training and direct the working force, make, amend and enforce such rules regulations policies, and procedures except as specifically limited by the Agreement.
- (b) The question of whether one of these rights is limited by this Agreement may be decided through the grievance procedure.

## **ARTICLE 4 – UNION SECURITY AND CHECK-OFF**

### **4.01 Deductions**

The Employer shall deduct from every employee any monthly dues in accordance with the Union constitution and/or by-laws and owing by him to the Union.

Deductions shall be made from the bi-weekly payroll and shall be forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees, no later than the 15th day of the month following, accompanied by two (2) lists of the names addresses and phone numbers of all employees from whose wages deductions have been made and will also include the total regular earnings of each employee and for such period on the basis that the earnings information is for the confidential internal use of the Union only. This list will also include the names and addresses of the employees terminated during that month. A copy of this list shall also be forwarded to the Secretary of the Local Union.

Union dues deducted from the pay of each employee will be shown on the employee's T4 slip.

### **4.02 Indemnification**

In consideration of this deduction and forwarding service by the Employer, the Union agrees to indemnify and save the Employer harmless against any claim on liability arising out of or resulting from the collection and forwarding of these dues.

### **4.03 New Employees**

(a) 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 Security and Dues Check-Off.

(b) The Employer agrees that a Local Union representative will be given the opportunity to interview each newly hired employee who is not a member of the Union, once during the employee's first week of employment, for the purpose of advising such employee of the existence of the Union and the Employee's rights and obligations under the terms of this Agreement. Such interview may take place on the Employer's premises at a time and location designated by the Employer for such interview and shall not exceed fifteen (15) minutes duration.

### **4.04 Correspondence**

All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Manager and the President or Designate of the Union, with a copy to the Union's Staff Representative.

The Union shall be notified in writing of all job postings, appointments, hirings, lay-offs, transfers, recalls and terminations of employment.

#### **4.05 No Other Agreements**

No employee shall be required or permitted to make any written or verbal agreement with the Employer or her representatives, which may conflict with the terms of this Collective Agreement.

No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization from the Union.

#### **4.06 Work of the bargaining unit**

Persons whose jobs are not in the bargaining unit shall not work on any job which is included in the bargaining unit, except in the case of an emergency, or for training purposes, work when no other employee is available and qualified to do the work and provided the work performed does not reduce the hours of work or pay of any employee.

#### **4.07 Contracting Out**

Contracting out of the airport duties will be permitted so long as the regular work schedules of Alain Longtin and Mike Wedge are not affected by such contracts.

### **ARTICLE 5 – NO DISCRIMINATION OR HARASSMENT**

#### **5.01 Discrimination**

The parties agree that there shall be no discrimination, interference, restriction, or coercion practiced with respect to any employee in terms of the application and administration of the Agreement.

The parties further agree that there shall be no discrimination against any employee in accordance with the Human Rights Legislation.

### **ARTICLE 6 – EMPLOYEE CATEGORIES**

- 6.01** Part-time employees are persons who are scheduled to work twenty-four (24) hours per week or less and shall serve a probationary period of up to five hundred and seventy-six (576) hours to determine their suitability for continuing employment. Part-time employees may be discharged at the sole discretion of the Employer during the probationary period without recourse to the grievance procedure.

#### **PART-TIME EMPLOYEES WILL:**

1. Be credited with seniority and placed on a part-time seniority list.
2. Be entitled to any of the rights and privileges provided to full-time employees other than what is provided for in Articles 15 and 16.
3. Be paid for all paid holidays outlined in Article 12, provided the employee meets the eligibility requirements of the Canada Labour Code.
4. Receive annual vacation in accordance with the Canada Labour Code.
5. Be paid a seven (7) per cent premium in lieu of health benefits.

Only upon successful completion of the probationary period can a part-time employee apply to a full-time position. If hired into a full-time position, all working hours as a part-time employee will be credited as full-time seniority in order to establish the most recent date of hire. Working hours conversion for seniority purposes is eight (8) hours per day.

- 6.02 SEASONAL EMPLOYEES** are persons who are scheduled to work either part-time or full-time hours normally between mid-November and mid-April and shall serve a probationary period of up to one thousand (1,000) hours to determine their suitability for continuing employment. Seasonal may be discharged at the sole discretion of the Employer during the probationary period and without recourse to the grievance procedure. The re-hiring of a seasonal employee will be deemed to be continuous employment.

**SEASONAL EMPLOYEES WILL:**

1. Be credited with seniority and placed on a seasonal seniority list.
2. Be entitled to any of the rights and privileges provided to full-time employees other than what is provided for in Articles 15 and 16.
3. Be paid for all paid holidays outlined in Article 12, provided the Employee meets the eligibility requirements of the Canada Labour Code.
4. Receive annual vacation in accordance with the Canada Labour Code.
5. Be paid a seven (7) per cent premium in lieu of health benefits.

Only upon successful completion of the probationary period can a seasonal employee apply to a full-time position. If hired into a full-time position, all working hours as a seasonal employee will be credited as full-time seniority in order to establish the most recent date of hire. Working hours conversion for seniority purposes is eight (8) hours per day.

- 6.03 TEMPORARY EMPLOYEES** are persons hired for periods of not longer than nine (9) months duration to replace an employee or to perform a non-recurring task. Temporary employees shall not accumulate seniority. Temporary employees may be discharged at the sole discretion of the Employer and shall not have recourse to the grievance procedure. Vacation and paid holidays shall be in accordance with the Canada Labour Code.

- 6.04 a) FULL-TIME EMPLOYEES** are persons who have satisfactorily served a probationary period and are working more than twenty-four (24) hours per week in a full-time position on a continuous pre-scheduled basis.

- b) PROBATIONARY EMPLOYEES** are persons hired on trial to determine their suitability for continuing employment in a full-time position. An employee shall be considered probationary for a period of not more than six (6) months unless mutually agreed upon by the parties. Probationary employees may be discharged at the sole discretion of the Employer and without recourse to the grievance procedure. At the successful completion of an employee's probation period the employee will receive seniority, backdated to his most recent date of hire into the bargaining unit.

## **ARTICLE 7 – STRIKES/LOCKOUTS**

### **7.01 Strikes or Lockouts**

There shall be no strikes or lockouts during the term of the Agreement.

## **ARTICLE 8 – COMMITTEES, STEWARDS AND UNION REPRESENTATIVE**

### **8.01 Representatives of Canadian Union**

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer. Such representatives(s)/ advisor(s) shall have access to the Employer's premises in order to deal with any matters arising out of this Agreement.

### **8.02 Representation**

No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper written authorization from the Union. In order that this may be carried out, the Union will supply the Employer with the names of its officers. Similarly, the Employer shall supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

### **8.03 Bargaining Committee**

A Bargaining Committee shall be appointed and consist of not more than three (3) members of the Employer, as appointees of the Employer, and not more than three (3) members of the Union as appointees of the Union. Unless mutually agreed to by both parties to do otherwise. There shall be no more than two (2) members from Local 369-1 and one (1) member from Local 369 Bargaining committee or Executive. Meetings between the parties for purposes of negotiations shall be held at a time and place fixed by mutual agreement.

### **8.04 Recognition of Union Stewards and Grievance Committee**

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee and the Union Stewards.

### **8.05 Grievance Committee**

The Stewards or Executive Members so selected shall constitute the Grievance Committee as long as they remain employees of the municipality and are members of Local 369 or 369-1 or until their successors are chosen. There shall be no more than two (2) stewards/Chief Steward from Local 369-1 and no more than one (1) steward/Chief Steward from Local 369.

#### **8.06 Permission to Leave Work**

Union Officers and committee members shall be entitled to leave their work during working hours in order to carry out their functions under this Agreement, including, but not limited to: the investigation and processing of grievances, attendance at meetings with the Employer, participation in negotiations and arbitration. Permission to leave work during working hours for such purposes shall first be obtained from the immediate supervisor. All time spent in performing such Union duties, including work performed on various committees, shall be considered as time worked.

### **ARTICLE 9 – GRIEVANCE, MEDIATION AND ARBITRATION PROCEDURE**

#### **9.01 Grievance Definition**

A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable.

#### **9.02 Time Limits**

The time limits fixed in both the grievance and arbitration procedure may be extended by consent of the parties to this Agreement.

#### **9.03 Settling of Grievance**

An earnest effort shall be made to settle any grievance fairly and promptly in the following manner:

##### **Step 1:**

An employee believing he has a grievance shall within **twenty (20)** working days of the alleged occurrence shall take the matter up with his manager. The manager shall give his decision within five (5) working days of the meeting.

##### **Step 2:**

If the grievor and/or the Union is not satisfied with the decision rendered at step 1, he and/or the Union may within five (5) working days of the decision, submit a written grievance to the Chief Administrative Officer or his designate. The Chief Administrative Officer shall within five (5) working days convene a grievance meeting to discuss the grievance. The Chief Administrative Officer shall give his decision in writing within five (5) working days of the grievance meeting.

##### **Step 3:**

If the grievor and/or the Union is not satisfied with the decision at Step 2, he and/or the Union may within five (5) working days of the decision of Step 2 submit the written grievance to Council at the next regular in camera Closed Session meeting. Council shall give its decision in writing within five (5) working days of the meeting.

**9.04 Mediation**

The Parties to this Agreement may agree to access the services of a Grievance Mediator prior to the grievance procedure going to Arbitration. The parties will share equally the expense and fees of the Grievance Mediator.

**9.05 Arbitration**

Failing settlement at Step 3 or mediation, the Union may within ten (10) working days notify the Employer in writing of the Union's intention to submit the grievance to a single Arbitrator.  
All grievance replies shall be in writing.

**9.06 Failure to Appoint**

Where the parties fail to agree to an Arbitrator, an appointment shall be made by the Canadian Labour Board upon the request of either party.

**9.07 Decision of the Arbitrator**

The decision of the Arbitrator shall be final and binding and enforceable on all parties, but in no event shall the arbitrator have the power to change this Agreement or alter, modify or amend any of its provisions. However, the Arbitrator shall have the power to dispose of any discharge or a discipline grievance by any arrangement which in his opinion he deems just and equitable.

**9.08 Expenses of the Board**

Each party shall pay one half (1/2) the fees and expenses of the Arbitrator.

**9.09 Witnesses**

At any stage of the grievance or arbitration procedure, the parties may have the assistance of appropriate witnesses and may permit the conferring parties and the Arbitrators access to the Employer's premises.

**9.10 Policy Grievance**

- (a) A grievance arising directly between the Employer and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step No. 2 within ten (10) working days following the circumstances giving rise to the grievance.
- (b) The provisions of this Article may not be used with respect to a grievance directly affecting an employee whom such employee could himself institute and the regular grievance procedure shall not be thereby bypassed.

**9.11 Group Grievance**

Where a number of employees have identical or similar grievances and each employee would be entitled to grieve separately, they may present a group grievance in writing identifying each grieving employee at Step 2 within ten (10) working days following the circumstances giving rise to the grievance.

**9.12 Discipline Grievance**

Where an employee has been disciplined, suspended or discharged by the Employer, the Union Committee may present the grievance in writing at Step 2 within ten (10) working days following the circumstances giving rise to the grievance.

**9.13** Any employee may request the presence of a Union Steward at any meeting with the Employer.

**9.14 Clearing File**

Any disciplinary documentation relating to an employee shall not be used against the employee after twelve (12) months.

**ARTICLE 10 – SENIORITY**

**10.01 Definition**

- (a) Seniority shall be defined as the length of continuous employment that a full-time employee has attained based on the most recent date of hire into the bargaining unit. Seniority shall operate on a bargaining unit wide basis.
- (b) For seasonal and part-time employees, seniority will be based on all hours worked as outlined in Article 6.

**10.02 Loss of Seniority**

An employee shall forfeit all of his accumulated seniority and his name shall be removed from The Employer records if he:

- i. terminates voluntarily;
- ii. is discharged and not reinstated;
- iii. retires;
- iv. is laid off for a period exceeding twenty-four (24) calendar months;
- v. fails to report for work after a lay-off within five (5) working days of recall, notice of which has been sent by registered mail to the last address the employee has reported to The Employer;
- vi. fails to report for work without notice after three (3) working days;
- vii. is absent from work because of occupational illness or injury for thirty (30) months or non-occupational illness or injury for thirty (30) months.

### **10.03 Seniority List**

The Employer shall maintain an up-to-date seniority list which shall be sent to the Union and posted on the main bulletin board in January and June of each year.

Seniority, as set out on the posted seniority list, will be used for all of the purposes set out in the Agreement.

All seniority, vacation and other credits obtained under this Agreement shall be retained and transferred with the employee when re-classified.

Note: As of date of ratification of this Agreement, Mike Wedge will be credited with an additional eight (8) years of seniority. The additional seniority is for vacation, job posting and selection, layoff and recall only.

## **ARTICLE 11 – HOURS OF WORK, OVERTIME, CALL-OUTS AND STAND-BY**

### **11.01 Maintenance and Equipment Operator lead hand, maintenance and equipment operator, labourer and ground handler**

The normal work week shall consist of forty (40) hours per week consisting of five (5) eight (8) hour shifts plus one half (1/2) hour off for lunch, from Monday through to Friday to be determined based on operational requirement with a one (1) week (7 days) notice period. In the event of alteration of hours or work, any alteration shall be mutually agreed upon by the employer and employee.

**11.02** The above hours of work are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week and can be modified with one (1) week notice to accommodate flight changes.

### **11.03 Overtime**

When work is performed that exceeds eight (8) hours per day and forty (40) hours per week, overtime shall be paid at time and one-half (1 ½) of the regularly hourly rate for all overtime worked.

### **11.04 Break Period**

All employees shall be permitted fifteen (15) minutes on the job break every three (3) hours worked.

### **11.05 Time off in lieu of Overtime Pay**

Employees may at their option choose to receive either overtime pay for work performed or compensating time off in lieu of overtime worked, as follows:

1. Lieu time will be on a time and one-half (1 ½) basis.
2. Lieu time can be accumulated to a maximum of eighty (80) hours and no payments from the Overtime Bank will be allowed; only compensating time off.

3. Lieu time can be taken at a combined maximum of two (2) weeks at any one time but lesser amounts can be taken. Return time can be taken or used for any sick time the employee may be off, subject to return time offset limited to a maximum of two (2) days at any time.
4. Lieu time must be scheduled with the approval of the Supervisor. Annual Vacation and Floating Holidays must be taken prior to any return time.

#### **11.06 No Lay-Off to Compensate for Overtime**

Employees shall not be required to lay-off during regular hours to equalize any overtime worked.

#### **11.07 Distribution of Overtime**

Overtime and call back time shall be offered to the most senior full-time employee first and then to the most senior seasonal employee who are willing and qualified to perform the work that is available.

#### **11.08 Call-Outs**

All employees shall receive a minimum of three (3) hours' pay or pay for all hours worked at the overtime rate whichever is greater when called out on emergency work outside of regular working hours. Any work performed on Sunday or paid holiday, no matter when scheduled, shall be paid a minimum of five (5) hours or for all hours worked at the overtime rate whichever is greater. Employees reporting for scheduled overtime and the work not taking place shall be paid for a period of two (2) hours for reporting, on a straight time basis.

#### **11.09 Stand-by Pay Allowance**

- (a) Employees assigned by the Employer to stand-by shall receive a standby time flat rate of four hundred and fifty dollars (\$450) per week. All worked hours while on call will be paid at time-and-one-half or according to article 11.08.
- (b) On-Call rotation will be distributed EQUALLY amongst union members. The employer reserves the right to change, discontinue or cancel standby services and associated on-call rotation based on operational needs.

#### **11.10 No Duplicating or Pyramiding of Overtime**

Overtime premiums will not be duplicated nor pyramided, nor shall the same hours worked be counted as part of the normal work week or as hours worked for which the overtime premium is paid.

However, time worked on a paid holiday shall be counted as part of the normal work week.

### **11.11 Meals**

Employees required to work more than one and one-half (1½) hours of unscheduled overtime shall be granted one-half (½) hour time off without loss of pay and **will receive another one-half (1/2) hour time off without loss of pay after five (5) hours**, for meal purposes.

## **ARTICLE 12 – PAID HOLIDAYS**

**12.01** The following days shall be recognized as paid holidays by the Employer:

New Year's Day

Canada Day

Civic Holiday

Labour Day

Thanksgiving Day

Christmas Day

Boxing Day

Plus, six (6) floating holidays with pay on the understanding that all floating holidays must be scheduled prior to November 1<sup>st</sup>.

**12.02** Full-time, part-time, probationary and seasonal employees will be entitled to payment for paid holidays as per the Canada Labour Code.

**12.03** If a paid holiday falls on a Saturday the employee will have the previous Friday off and if a paid holiday falls on a Sunday will have the following Monday off.

## **ARTICLE 13 – VACATION**

### **13.01 Vacation Schedules**

Vacations will, as far as it is practical, be granted at the times most desired by employees during the full twelve (12) month calendar year based on their seniority and, if necessary, a vacation rotation system. However, management reserves the right to designate vacation periods for all employees in a manner consistent with the efficient operation of the Employer.

Deadlines for submitting vacation requests shall be as follows: Vacations requests must be made in writing no later than March 15th. The vacation schedule for this period shall be posted no later than April 15th.

Vacation schedules shall not be changed unless mutually agreed to by the employee and the Employer.

**13.02** Full-time employees shall receive an annual vacation with pay in accordance with credited service prior to this commencement of the vacation period as follows:

|                                 |   |                 |
|---------------------------------|---|-----------------|
| One (1) year or more            | - | Three (3) weeks |
| Eight (8) years or more         | - | Four (4) weeks  |
| Fifteen (15) years or more      | - | Five (5) weeks  |
| Twenty-Three (23) years or more | - | Six (6) weeks   |

**13.03 Holidays During Vacation**

If a paid holiday falls or is observed during an employee's vacation period, he shall be granted an additional day's vacation time for each holiday, in addition to his regular vacation time.

**13.04 Vacation Pay on Termination**

An employee terminating his employment at any time in his vacation year before he has had vacation in a given year shall be entitled to a proportionate payment of wages in lieu of such vacation based on his anniversary date of employment.

**ARTICLE 14 – JOB POSTING PROMOTION, LAY OFF AND RECALL**

**14.01 Job Postings**

When a vacancy occurs or a new position created within the bargaining unit, within one (1) week of the vacancy; the Employer shall post a notice in the Employer's offices, locker rooms, shops and all bulletin boards, for seven (7) working days as follows:

NOTE: Employer reserves the right not to fill a position based on operational needs.

**14.02 Information in Postings**

The job posting notice shall contain the following information: nature of the position, qualifications, shift, wage rate or range.

**14.03 Creation of new jobs**

Upon creation of all new jobs, the Employer and the Union shall agree on rates of pay, working conditions, etc., prior to posting.

**14.04 Selection**

Seniority shall govern all promotions, transfers, demotions and layoffs within the bargaining unit provided the employee with the longest service within the bargaining unit meets the qualifications and has the ability and capability to do the job.

#### **14.05 Trial Period**

The successful applicant shall be placed on trial for ninety (90) working days. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period or if the employee finds himself unable to perform the duties of the new job classification, he shall be returned to his former position without loss of seniority and wage. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to his former position without loss of seniority and wage. Any unsuccessful applicants for the original posting will then be considered in accordance with Article 14.04 (Selection). If there are no unsuccessful applicants, then the position would be reposted.

#### **14.06 Lay-off/Recall**

- (i) In the event of a layoff, temporary employees shall be laid off first, followed by probationary, seasonal, part-time and full-time employees. Employees shall be laid off in reverse order of their seniority provided the employees retained are qualified, able and capable of performing the work available.
- (ii) An employee about to be laid off may bump an employee with less seniority provided the employee exercising the bump, is qualified, able and capable of performing the work available.
- (iii) Employees will be recalled in the order of their seniority, provided they are qualified, able and capable of performing the work available.
- (iv) A layoff notice period not to exceed ten (10) working days or pay in lieu of notice or a combination of both will be provided to the employee by the Employer.
- (v) No full-time employee within the bargaining unit shall be laid off by reason of his duties being assigned to one or more part-time employees.

#### **14.07 Work outside the Bargaining Unit**

##### **a) Temporary Transfer**

An employee who voluntarily agrees to be temporarily transferred to a position outside the bargaining unit shall retain his seniority for the entire transfer period which shall not exceed six (6) months. The transfer may be extended by mutual agreement of the Parties.

NOTE: When transferred to a position outside the bargaining unit, employees' seniority will continue to accrue within the bargaining unit only.

##### **b) Promotion**

An employee who has been promoted to a position outside the bargaining unit shall retain his seniority for ninety (90) working day trial period (Clause 14.05). If the employee returns to the bargaining unit during the trial period, he shall be placed in a job consistent with his seniority, qualifications and abilities.

## **ARTICLE 15 – WEEKLY INDEMNITY AND LONG-TERM DISABILITY PLANS**

### **15.01 a) Weekly Indemnity Benefits**

Weekly Indemnity benefits commence on the third working day of illness, accident or confinement to hospital by admittance. No benefits will be paid for the first two (2) working days of absence. An employee who works six (6) hours or less on a scheduled working day and leaves his job because of illness, that day will be counted as the first day of illness. If he works in excess of six (6) hours, the following day will be counted as the first day of illness. Pre-existing health conditions are fully covered for Mike Wedge since he previously worked for the airport contractor and provided, he is actively at work on the date the coverage becomes effective.

### **b) Medical Certificates**

All claims for Weekly Indemnity Benefits must be certified by a health care practitioner. Prior to returning to work after an absence of more than three (3) days, the employee may be requested to submit a certificate from a certified health care practitioner. Any cost that may occur as a result of such examination shall be borne by the Employer.

- c) Overtime Return, Floating Holidays and/or Vacation may be used in place of absence due to illness provided full days are used and the employee advises his supervisor of such on the day of return to work.

### **15.02 Extent of Weekly Indemnity Benefits**

On a bi-weekly basis: Seventy (70%) percent of an employee's earnings based on his hourly rate of pay multiplied by eighty (80) hours.

**Note:** Hourly rate is the straight time rate of the employee's occupation immediately prior to the accident or illness.

### **15.03 Eligible for WI Benefits**

- (a) An employee must return to active full-time work following a disability (accident or illness) for which benefits were paid to again be eligible for benefits.
- (b) If an employee returns to active full-time work following a disability for a period of less than two (2) weeks and is again disabled for the same illness or accident, it will be considered the same disability. Benefits will recommence immediately and continue until the employee returns to work or until a total of 52 weeks of benefits have been paid for the total disability period.

- (c) An employee who is certified to return to work on a half-day schedule will continue to receive weekly indemnity benefits for which he is eligible, less wages earned. An employee on Weekly Indemnity who is determined qualified by a health care practitioner as fit for "light duty work" and no such work is available, shall remain on Weekly Indemnity Plan benefits.

**15.04 WI Benefits Terminates**

- (a) When 52 weeks of benefits have been paid for a disability.
- (b) On the effective date of an employee's retirement.
- (c) On the date the attending physician states the disabled employee is able to return to active work.
- (d) If an employee refuses or neglects to follow the recommendations of the attending physician.

**15.05 WI and LTD Benefit Exclusion**

**Benefits will not be paid:**

- (a) When an employee is disabled as a result of an accident covered by the Workplace Safety Insurance Board.
- (b) When an employee has been suspended for alcoholism or drug addiction, unless the employee is confined in a hospital or institution licensed to provide care and treatment incident thereto, or unless the employee is undergoing regular rehabilitative treatment approved by the Employer and a physician.

**15.06 WI and LTD Benefits Eligibility Terminates**

- (a) When an employee retires, resigns, is discharged, is laid off or transferred to an ineligible group.
- (b) When an employee is off work on an authorized leave of absence exceeding thirty (30) calendar days or when under suspension for cause.

**Exception:**

Employees suspended for cause for less than thirty (30) days who became disabled while on suspension will be eligible for W.I. Benefits on the third day following the termination date of the suspension.

**Exception:**

During the period that an employee is off work and receiving Workers' Compensation and becomes disabled for reasons not related to the industrial disability, they will be eligible for W.I. Benefits on the third day following the termination date of compensation benefits. Employees will be required to provide proof of date that compensation payments were terminated.

- 15.07** An employee who returns to active work following an interruption in service of less than six (6) months will become eligible for WI Benefits immediately; after six (6) months he is enrolled as a new employee.

**15.08** New employees hired between the first and fifteenth of the month will be enrolled and their WI Benefits will become effective on the first day of the following month. New employees hired after the fifteenth of the month will be enrolled and their WI Benefits will become effective on the first day of the second month following their date of hire.

**15.09 Government Disability Plans**

The weekly indemnity benefits payable under this plan will be reduced by the amount of any primary disability or sickness benefits paid under the provisions of any Government legislation. Sickness benefits payable under the Employment Insurance Premium Reduction Regulations are not included.

**Exception:**

Benefits for long-term war disability pensions and Workplace Safety Insurance Board disability pensions will not be deducted.

Employees on WI are required to apply for CPP and OMERS disability plans three (3) months after being on WI Benefits. The WI benefits will be reduced by the total amounts received from CPP and OMERS. Employees on WI must pay over to the Employer the full amounts received from CPP and OMERS prior to returning to work or becoming eligible for LTD.

**15.10 Disputed WSIB Claim**

If an employee covered by the WSIB Plan suffers a disability for which payment is in dispute with the WSIB, W.I. payments will be made retroactively if requested by the employee and provided he has been off work for at least one (1) month due to the disability without WSIB having accepted the claim and providing the employee is subject to the rules and regulations covering the W.I. Plan. If the WSIB claim is subsequently established, the employee will then repay the W.I. payment(s) received. Prior to receiving any WI benefits, the employee will be obligated to sign an assignment form.

**15.11 Vacation and Floating Holidays**

Weekly indemnity benefits will not be paid for periods of absence from work for which an employee receives vacation or holiday pay.

Employees who receive their vacation pay in advance and are certified disabled during their vacation period and who return their vacation pay to the Employer, in units of no less than the recognized vacation weeks, will receive W.I. benefits for which they are eligible.

**Exception:**

- i) At the end of a calendar year, unused vacation or floating holidays may be paid if an employee was not able to take his vacation or holiday entitlement as a result of being off work due to sickness or accident.

- ii) If an employee so requests, upon his return to work following a disability for accident or sickness, he may be granted floating holiday pay to be applied to the two (2) day waiting period for which no W.I. benefits were paid.
- ii) In the event where an employee receives W.I. benefits for 52 consecutive weeks, he shall not accumulate vacation and floating holidays credits over the said period.

Vacation and floating holiday credits shall not be affected if W.I. benefits are received for a period less than 52 consecutive weeks.

#### **15.12 Statutory Holidays**

Disability benefits will not be paid for those days for which an employee is eligible for and receives statutory holiday pay.

#### **15.13 Long Term Disability Plan**

An employee covered by this Agreement who has exhausted his fifty-two (52) weeks of coverage under the Weekly Indemnity Plan and who is unable to report back to work because of his illness or disability shall become eligible for benefits under the Long-Term Disability Plan.

- 15.14** The monthly benefit formula will equal sixty (60%) percent of the employee's earnings based on his hourly rate of pay multiplied by eighty (80) hours or sixty percent (60%) of an employee's regular bi-weekly salary. The negotiated increases will apply to the monthly earnings and the sixty percent (60%) will be maintained after taking in consideration the CPP and OMERS Disability offsets. Benefits will be paid on the basis of one (1) week for each week of service as long as he is fully disabled.

While receiving benefits under this plan an employee shall not be eligible to accumulate vacation and floating holiday credits.

- 15.15** The LTD benefits will be reduced by the total amounts received from CPP and OMERS disability plans. Employees on LTD must pay over to the Employer the full amounts received from CPP and OMERS prior to the end of each calendar year in order to be eligible for LTD in subsequent years.

- 15.16** While receiving benefits under this Plan, the employee will continue to accrue pension credits based on contributions made by the employee and Employer, except when employees are on OMERS Disability.

- 15.17** Disability means that during the first twelve (12) months of any disability, the employee is unable, because of disease or injury, to work at his occupation and thereafter during the continuance of such period of disability that the employee is unable to work at any reasonable occupation of the Employer to which the employee might be suited by training, education or experience, and does not work elsewhere.

- 15.18** Proof that the employee continues to be totally disabled will be required at reasonable intervals by the Employer. If he does not provide this proof, or if he refuses to be examined by a neutral physician, he will no longer be considered totally disabled. If such examination requires any expense to the employee including travel and accommodation, such expenses will be borne by the Employer.
- 15.19** Pre-existing health conditions are fully covered, provided he is actively at work on the date his coverage becomes effective.
- 15.20** All disabilities are covered unless they result from the following:
- (a) Intentionally self-inflicted injuries;
  - (b) War, insurrection, rebellion or participation in a riot; and
  - (c) Your commission of or your attempt to commit an assault, battery or riot.
- 15.21** If he terminates his employment, the Long-Term Disability Benefit will cease.
- 15.22** If he is laid off, the LTD coverage will also cease on the day immediately preceding the start of the lay-off but will be reinstated if he returns to work within six (6) months.

## **ARTICLE 16 – HEALTH BENEFITS, PENSION AND INSURANCE**

### **16.01 Hospital and Medical Insurance**

- (a) All employees' benefits terminate at age sixty-five (65)

The Employer's group insurer shall pay one hundred percent (100%) of the current premiums for semi-private care. In case of absence for illness, the Employer contribution will be paid for the period the employee draws weekly indemnity, long-term disability benefits or workers' compensation benefits. The Employer's group insurer will provide dependent coverage for all benefits for those children who are attending school up to age 25.

### **16.02 a) Extended Health Coverage**

- (a) The Employer shall pay one hundred percent (100%) of the extended Health premiums of the current group insurer.
- (b) Coverage will be provided for dependent children attending post-secondary education up to age twenty-five (25).

### **b) Vision**

The optical benefit shall be five hundred dollars (\$500.00) for any two (2) year period and will include the examination fee.

### **c) Dental**

The Employer shall pay one hundred percent (100%) of the dental premiums of the current group insurer and provide preventative, basic and major dental procedures in accordance with the current ODA rates.

**16.03 Employee Assistance Program**

The Employer agrees to fund at one hundred per cent 100% of the premiums for an Employee Assistance Program for all employees.

**16.04 Pension**

In addition to the Canada Pension Plan, every full-time employee and every employee, upon attaining conditions for membership, shall join the Ontario Municipal Employees' Retirement Scheme. The Employer and the employees shall make contributions in accordance with the provisions of the Plan.

**16.05 Group Life Insurance**

The Employer shall pay one hundred percent (100%) of premiums for Group Life and Accidental Death and Dismemberment Insurance policy. The said coverage shall be double the employees' annual salary (i.e., 2080 hours x classification rate x 2). The group insurance carrier provides additional insurance coverage. Employee may obtain additional insurance coverage, upon qualifying, but will be responsible to pay one hundred per cent (100%) of the additional premium.

**16.06 Change of Carriers**

It is agreed that the Employer, after giving notice to the Union, may change carriers for the above benefits provided the benefits are same or better.  
(The Employer agrees to disclose the information upon Union request)

**16.07 Rebate**

The Parties agree that the Employee's share at any rebate received by the Employer for a premium reduction under the Employment Insurance Act will be deemed to have been applied against other benefits.

**16.08 Retiree Benefit Plans**

The benefit plans set out in Articles 24.01- Hospital and Medical Insurance and 24.02 Extended Health Coverage, shall be provided for all employees who retire prior to age 65 up to age 65 with the premiums paid by the Employer.  
Group life insurance of Thirty Thousand Dollars (\$30,000) shall be provided and paid for by the Employer for all retired employees up to age seventy (70).

## **16.09 Early Retirement Incentive**

Early Retirement Incentive Program shall be based on the following qualifications:

- ~ Upon reaching age fifty-five (55) and Omers factor eight-five (85) and 25 years of service with the Town of Kapuskasing.
  - ~ Incentive payable for thirty-six (36) months
  - ~ Incentive terminates at age sixty-five (65) or upon employee's death
  - ~ Incentive of 12% per year calculate on base salary on the day of retirement
- The following will apply:

Eligible employees are required to provide the Employer notice of intent to retire one month of eligibility prior to using AV or OTR. Early retirement must occur within six (6) months of eligibility.

## **ARTICLE 17 – LEAVES OF ABSENCE**

### **17.01 Bereavement Leave**

- (a) In the event of death of an employee's spouse (including same sex or common-law spouse and fiancée), child or parent, stepmother, stepfather, stepchild the employee shall be entitled to leave of absence without loss of pay for five (5) days.
- (b) In the event of death of an employee's sister, brother, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent or grandchild, the employee shall be entitled to leave of absence without loss of pay for four (4) days. One of the paid days must be the date of the funeral. Any such leave shall be extended to five (5) days if the funeral takes place outside the area between the Hearst and Cochrane, both inclusive.
- (c) In the event of death of an employee's aunt, uncle, niece or nephew, the employee shall be entitled a leave of absence without loss of pay for three (3) days.

### **17.02 Jury or Court Witness Duty**

The Employer shall grant leave of absence without loss of seniority to an employee who serves as a juror, answers jury roll call, or is summonsed as a witness in any court. The Employer shall pay such an employee the difference between his normal earnings and the payment he receives for jury service, excluding payment for traveling, meals or other expenses. The employee will present proof of service or attendance and the amount of pay received.

### **17.03 General Leave**

The Employer may grant leave of absence without pay and without loss of seniority to any employee requesting such leave for good and sufficient cause, such request to be in writing and approved at the discretion of the Employer.

### **17.04 Union Leave**

- (a) Leave of Absence without pay and benefits and without loss of seniority shall be granted, upon request to the Employer, to employees elected or appointed to represent the Union at conventions or seminars, workshops with the number of employees to be mutually agreed upon.
- (b) The Employer agrees to pay all hourly wages and cost of benefits and the Union agrees to reimburse all hourly wages and cost of Benefits for such leave upon receipt of an invoice.

### **17.05 Maternity and Parental Leave**

Employees will be provided with Maternity and Parental Leave as provided in the Canada Labour Code.

### **17.06 Emergency Leave**

Employees will be provided with an emergency leave as provided in the Canada Labour Code.

## **ARTICLE 18 – HEALTH AND SAFETY**

**18.01** The parties agree to abide by the Occupational Health and Safety Act and its regulations. The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the workplace, in order to prevent injury and illness.

**18.02** The Union and the Employer shall co-operate in continuing and perfecting regulations which will afford adequate protection to employees engaged in hazardous work. Employees must use safety devices provided by the Employer. The Employer and employees shall meet during working hours to discuss safety policies at no loss of wages for employees attending such meeting. Safety inspections will be in accordance to legislation.

## **ARTICLE 19 - ALLOWANCES**

### **19.01 Safety Boots**

The Employer shall reimburse employees required to wear safety footwear the following amount per year towards the cost of safety boots:

As of date of ratification three hundred dollars (\$300) and each year thereafter for present employees and date of hire for new employees.

### **19.02 Safety Clothing and Equipment**

The Employer shall provide the following to each employee who is required to work outdoors or in the garage:

- One (1) High visibility rain suit
- One (1) High visibility winter Parka and winter ski pants
- One (1) Safety Vest
- Three (3) coveralls- note: The Employer is responsible to clean and supply, repair or replace as needed on a weekly basis.

### **19.03 Prescription safety optical wear**

The Employer shall provide CSA approved prescription safety optical wear to employees to a maximum of one (1) prescribed safety optical wear every twenty-four (24) months.

### **19.04 Working in a Higher Classification**

- (a) When an Employee is assigned by the Employer to a higher paid job classification within or outside the bargaining unit, for the purpose of working or training, he shall be paid a ten percent (10%) premium above his current job classification for all hours worked for the first four hundred (400) hours worked and the lesser of fifteen per cent (15%) or the job classification rate thereafter. All hours worked at the increased rate will be preapproved by the Airport Manager.
- (b) When an Employee is temporarily assigned to a lower paying job classification then his own his pay rate shall not be reduced.

### **19.05 Education Allowance**

Any employee who successfully completes a prior approved off-duty training course will be reimbursed for one hundred percent (100%) of the cost of registration, tuition and books. Any employee who successfully completes a prior approved training course that has been stipulated as a condition of employment will be reimbursed for one hundred percent (100%) of the cost of registration, tuition and books.

In the case of a training course that is a condition of employment, the Employer will absorb one hundred percent (100%) of the loss of regular wages of the employee, after a deduction is made for income from government training allowances or any other source. The Employer will provide equal opportunity to all employees to obtain training. The Employer will recognize seniority when offering training for advancement purposes.

## ARTICLE 20 – WAGES

### **20.01 Pay Days**

The Employer shall pay wages bi-weekly and on each payday each employee shall be provided with a statement of his wages and deductions.

The parties agree to amend Schedule “B” to reflect the following salary adjustment, wage increase and progressive salary scale:

- Effective July 1<sup>st</sup>, 2023 – 4% increase to all rates
- Effective July 1<sup>st</sup>, 2024 – 1.25% increase to all rates
- Effective July 1<sup>st</sup>, 2025 – 1.25% increase to all rates
- Effective July 1<sup>st</sup>, 2026 – 1.25% increase to all rates
- Effective July 1<sup>st</sup>, 2027 – 1.25% increase to all rates

## ARTICLE 21 – DURATION

**21.01** This Agreement shall be binding and remain in effect from **July 1<sup>st</sup>, 2023, to June 30<sup>th</sup>, 2028**, and shall continue thereafter unless either party gives to the other party notice in writing at least two (2) months prior to the expiration of the Agreement that it desires its termination or amendment.

DATED THIS 18 DAY OF January, 2024.

**FOR THE CORPORATION OF TOWN  
OF KAPUSKASING**

Guylain Baril  
Guylain Baril (Jan 18, 2024 12:03 EST)

[Signature]  
[Signature] (Jan 18, 2024 12:52 EST)

**FOR THE CANADIAN UNION  
OF PUBLIC EMPLOYEES  
LOCAL 369-01**

Norm Berthiaume  
Norm Berthiaume (Jan 18, 2024 11:11:51 EST)

[Signature]  
Johnny Girardin (Jan 18, 2024 13:27 EST)

Mike Wedge  
Mike Wedge (Mar 6, 2024 11:19 EST)

Alain Longtin  
Alain Longtin (Jan 26, 2024 10:42 EST)

Robert Thiffault  
Robert Thiffault (Jan 24, 2024 12:30 EST)

**Schedule "B"**

**Employees Wages**

| <b>Job Classification</b>   | <b>4% July 1,<br/>2023</b> | <b>1.25%<br/>July 1,<br/>2024</b> | <b>1.25%<br/>July 1,<br/>2025</b> | <b>1.25%<br/>July 1,<br/>2026</b> | <b>1.25%<br/>July 1,<br/>2027</b> |
|---|----------------------------|-----------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|
| <b>Maintenance and Equipment<br/>Operator Lead Hand<br/>START</b>             | <b>\$33.72</b>             | <b>\$34.14</b>                    | <b>\$34.57</b>                    | <b>\$35.00</b>                    | <b>\$35.44</b>                    |
| <b>Maintenance and Equipment<br/>Operator<br/>Lead Hand<br/>AFTER 1 YEAR</b>  | <b>\$34.25</b>             | <b>\$34.68</b>                    | <b>\$35.11</b>                    | <b>\$35.55</b>                    | <b>\$35.99</b>                    |
| <b>Maintenance and Equipment<br/>Operator<br/>Lead Hand<br/>AFTER 2 YEARS</b> | <b>\$34.77</b>             | <b>\$35.20</b>                    | <b>\$35.64</b>                    | <b>\$36.09</b>                    | <b>\$36.54</b>                    |
| <b>Maintenance and Equipment<br/>Operator<br/>START</b>                       | <b>\$28.50</b>             | <b>\$28.86</b>                    | <b>\$29.22</b>                    | <b>\$29.59</b>                    | <b>\$29.96</b>                    |
| <b>Maintenance and Equipment<br/>Operator<br/>AFTER 1 YEAR</b>                | <b>\$29.03</b>             | <b>\$29.39</b>                    | <b>\$29.76</b>                    | <b>\$30.13</b>                    | <b>\$30.51</b>                    |
| <b>Maintenance and Equipment<br/>Operator<br/>AFTER 2 YEARS</b>               | <b>\$29.55</b>             | <b>\$29.92</b>                    | <b>\$30.29</b>                    | <b>\$30.67</b>                    | <b>\$31.05</b>                    |

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