



Schedule "A" to

By-law 2024-007

Collective Agreement between

The Corporation of the City of Temiskaming Shores

And

The Canadian Union of Public Employees and its Local 5014

2024-2027

COLLECTIVE AGREEMENT

B E T W E E N

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES
(hereinafter called the "Employer")

PARTY OF THE FIRST PART

- AND -

THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL UNION 5014.
(hereinafter called the "Union")

PARTY OF THE SECOND PART

Effective Dates:

JANUARY 1, 2024 to DECEMBER 31, 2027

By-law 2024-007

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PREAMBLE**Whereas it is the desire of both parties
to this Collective Agreement:**

- 1) To maintain and improve the harmonious relations and settled conditions of employment between the Employer, it's employees and the Union.
- 2) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.
- 3) To encourage efficiency in operation.
- 4) To promote the morale, well-being and security of all the employees in the bargaining unit of the Union.

AND WHEREAS it is now desirable that methods of bargaining on matters pertaining to the working conditions of the employees be drawn up in a Collective Agreement;

AND WHEREAS the particulars of this Collective Agreement which follow set out the entire Agreement between the parties, and there is no other history, representations or practice being relied upon by the parties.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1 MANAGEMENT RIGHTS

1.01 Except where specifically restricted by the terms of this Collective Agreement, it is the exclusive right and function of the Employer to manage and direct its operations and affairs in all respects. The question of whether any of these rights is limited by this Collective Agreement shall be decided through the grievance and arbitration procedure.

ARTICLE 2 SCOPE AND RECOGNITION**Bargaining Unit**

2.01 The Employer recognizes the Canadian Union of Public Employees and its Local 5014 as the sole and exclusive collective bargaining agent for all of its employees save and except students, employees employed in a confidential capacity in matters relating to labour relations, Chief Building Official, supervisors and persons above the rank of supervisor. For the purposes of clarity, the following positions are agreed excluded from the Bargaining Unit; City Manager, Director of Corporate Services, Director of Recreation, Manager of Environmental Services, Manager of Transportation Services, Clerk, Treasurer, Fire Chief, Superintendent of Transportation Services, Superintendent of Environmental Services, Superintendent of Parks and Facilities, Superintendent of Programming, Information Technology Administrator, Deputy Clerk, Deputy Treasurer, and Library Services.

Representatives of the Canadian Union of Public Employees

2.02 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 meet with union officials and deal with any matters arising out of this Collective Agreement upon giving appropriate notice.

No Other Agreements

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

ARTICLE 3 NO DISCRIMINATION

3.01 The Employer and Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee in the manner of hiring, wage rates, training, upgrading, promotion, transfer, lay-off, recall, discipline, discharge, or otherwise by reason of citizenship, race, place of origin, ethnic origin, colour, ancestry, disability, age, creed, sex/pregnancy, family status, marital status, sexual orientation, gender identity, gender expression, and record of offences, political or religious affiliation, place of residence, all as set out and defined by the *Ontario Human Rights Code*, nor by reason of membership or activity in the Union, or any other reason.

ARTICLE 4 UNION SECURITY AND CHECKOFF

Union Security

4.01 All employees of the Employer, shall, as a condition of continuing employment, become and remain members in good standing of the Union, according to the Constitution and By-Laws of the Union. The Employer shall deduct from every employee any dues, initiation fees, or assessments levied by the Union on its members.

Deductions

4.02 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, by no later than the 15th day of the month following, accompanied by a list of the names addresses and phone numbers of all employees from whose wages deductions have been made. This list shall 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.

Work of the Bargaining Unit

4.03 Non-bargaining unit employees shall not perform work normally done by members of the bargaining unit except in cases of emergency, instruction, training on equipment or where bargaining unit personnel are not immediately available to perform their normal duties or where client service is jeopardized.

New Employees

- 4.04 (a) The Employer agrees to acquaint new employees with the fact that a Union Collective 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 shall be given the opportunity to interview each newly-hired Full Time 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 of his/her rights and obligations under the terms of this Collective 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.

T4 Slips

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

Contractors

4.06 The Employer will not contract out any work of the bargaining unit to the extent that such contracting-out results in the lay-off or reduces the regular hours of work of any Permanent Full Time or Permanent Part Time Employee in the bargaining unit.

ARTICLE 5 DEFINITIONS

Full Time Employee

5.01 A Full-Time Employee shall be defined to mean an employee who is regularly scheduled to work more than twenty-four (24) hours per week.

Part Time Employee

5.02 A Part-Time Employee shall be defined to mean an employee who is regularly scheduled to work no more than twenty-four (24) hours per week.

Continuous Employment

5.03 Means unbroken service commencing on the first day of employment as a Permanent or Permanent Part-Time Employee in the employ of the Employer or its predecessor municipalities.

Probationary Employees

5.04 A Probationary Employee shall be defined to mean an employee employed in the service of the Employer during the Probationary Period.

Permanent Employee

5.05 A Permanent Employee shall be defined to mean an employee employed in the service of the Employer who has successfully completed the Probationary Period.

Temporary Employee

5.06 A Temporary Employee shall be defined to mean an employee covered by the Letter of Understanding governing Temporary Employees which is hereby incorporated into and forms part of this Collective Agreement.

ARTICLE 6 PROBATIONARY PERIOD

6.01 All employees, other than Temporary Employees (who are governed by the applicable Letter of Understanding), are required to serve a Probationary Period of one hundred and twenty (120) days worked and will have no seniority rights until the Probationary Period is successfully completed.

6.02 After successful completion of the Probationary Period, an employee shall be credited with seniority from the last date of hire with the Employer.

6.03 Entitlements under this Collective Agreement specifically afforded to Permanent Employees will not apply to Probationary Employees.

ARTICLE 7 NO STRIKES/NO LOCKOUTS

7.01 In view of the orderly procedures established by this Collective Agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the life of this Collective Agreement, there shall be no strike, and the Employer agrees that there shall be no lockout, in accordance with Provincial Government Laws and Regulations.

ARTICLE 8 CORRESPONDENCE

8.01 All correspondence between the parties, arising out of this Collective Agreement or incidental thereto shall pass to and from the Administrator or his/her designate and the Secretary of the Union with a copy sent to the Local President, National Representative of the Union and the Director of Corporate Services of the Employer or his/her designate.

ARTICLE 9 UNION / MANAGEMENT RELATIONS**Representation**

9.01 (a) 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.

Union Officers and Committee Members

(b) Union officers and committee members shall be entitled to leave their work during working hours in order to carry out their functions under this Collective Agreement, without loss of remuneration for processing grievances (as per Article 10), 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. Such permission shall not be unreasonably withheld. All regular time spent in performing such union duties, including work performed on various committees, shall be considered as time worked.

Bargaining Committee

9.02 A Bargaining Committee shall be appointed and consist of not more than four (4) members of the Employer, as appointees of the Employer, and not more than four (4) members of the Union as appointees of the Union. The Union will advise the Employer in writing of the Union nominees to the Committee. Both parties shall also be entitled to have one person as an advisor/spokesperson on their committee.

Union - Management Committee

9.03 A Union - Management Committee shall be established consisting of representatives of the Union and representatives of the Employer. The Committee shall enjoy the full support of both parties in the interests of improved service to the public, and job security for the employees.

Function of Committee

The Committee shall concern itself with the following general matters:

- 1) Considering constructive criticisms of all activities so that better relations shall exist between the Employer and the employees.
- 2) Improving and extending services to the public.
- 3) Reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service).
- 4) Correcting conditions causing grievances and misunderstandings.

Meetings of Committee

Meetings will be held at mutually agreed upon times and will normally be scheduled once every three (3) months. Meetings shall normally be scheduled for a maximum of one (1) hour in duration. By mutual consent the Parties may change the frequency and duration of meetings. The Committee shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. When meetings are held during an employee's working hours, then, no loss of regular pay will result from his/her attendance at the Committee meeting.

Chairperson of the Meeting

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

Minutes of Meeting

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

Jurisdiction of Committee

The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement.

The Committee shall not supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

Health and Safety Committee

- 9.04 (a) 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.

- (b) A joint management and employees Health and Safety Committee shall be constituted with representation of at least half by employees from the various areas of bargaining units and of employees who are not represented by Unions and who do not exercise managerial functions, which shall identify potential dangers, recommend means of improving the health and safety programs and obtaining information from the Employer or other persons respecting the identification of hazards and standards elsewhere. The committee shall normally meet at least once every three (3) months. Scheduled time spent in such meetings is to be considered to be time worked. Minutes shall be taken of all meetings and copies shall be sent to the Employer and to the Union.
- (c) Two (2) representatives of the Joint Health and Safety Committee, one (1) from management and one (1) from the employees on a rotating basis designated by the employees, shall make monthly inspections of the workplace and equipment and shall report to the Health and Safety Committee the results of their inspection. In the event of accident or injury, such representatives shall be notified immediately and shall investigate and report as soon as possible to the Committee and to the Employer on the nature and causes of the accident or injury. Furthermore, such representatives must be notified of the inspection of a government inspector and shall have the right to have a representative accompany him or her on such inspections. Scheduled time spent in all such activities shall be considered as time worked at time and one half (1 ½) to a maximum of two (2) hours per instance.
- (d) The Joint Health and Safety Committee and the representatives thereof shall have reasonable access to the annual summary of data from the WSIB relating to the number of work accident fatalities, the number of lost workday cases, the number of lost workdays, the number of non-fatal cases that required medical aid without lost workdays, the incidence of occupational injuries, and such other data, as the WSIB may decide to disclose.
- (e) The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.

ARTICLE 10 GRIEVANCE PROCEDURE

- 10.01 The parties to this Collective Agreement are agreed that it is of the utmost importance to address and resolve grievances as quickly as possible.
- 10.02 A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement.
- 10.03 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 as set out herein. The Steward may assist any employee, which the Steward represents, in preparing, and processing his/her grievance in accordance with the grievance procedure. As far as practicable the investigation and submission of Grievances will be carried on outside regular working hours so as to reduce the loss of productivity to a minimum.

- 10.04 Time limits for all steps of the entire grievance and arbitration procedure may be extended in writing by mutual consent.
- 10.05 For the purpose of the grievance and arbitration procedures, "working days" shall be Monday to Friday inclusive, but exclusive of designated holidays.
- 10.06 The Grievance Committee shall be composed of not more than four (4) members of the Union plus the Union Steward directly involved with the grievance.
- 10.07 The Union shall supply the Employer a list of the members on the Grievance Committee and of its Stewards and Officers as soon as they are elected/appointed.

Grievances will be processed in the Following Steps

10.08 **Step One** Within ten (10) working days following the circumstances giving rise to the concern, the employee will meet with his/her supervisor to attempt to resolve the concern. This is an informal process. The employee may request the assistance of a Union Steward. If the concern is not resolved the employee may proceed to Step Two.

(b) The formal grievance procedure shall be as follows:

i) **Step Two**

Within ten (10) working days following the discussion with the Supervisor, the employee with the assistance of a steward shall put the grievance in writing and take the matter up with the applicable Manager/Director. Within five (5) working days after the grievance has been referred, the Manager/Director, or his/her designate, shall meet with the grievor and a Union Steward to discuss the grievance. A written reply to the grievance shall be given within five (5) working days after this meeting has been held.

ii) **Step Three**

Failing satisfactory settlement, the grievance may, within ten (10) working days following the said reply, be referred to the Director of Corporate Services by the steward or the Grievance committee. Within ten (10) working days after a grievance has been referred to him/her the Director of Corporate Services or his/her designate, shall meet with the grievor and a steward and/or a Union Representative to discuss the grievance. A written reply to the grievance shall be given within ten (10) working days after this meeting has been held.

Discharge Grievance

If a grievance involves the discharge of an employee, such a grievance shall proceed to Step Three of the grievance procedure and must be presented in writing, dated and signed, by both the grievor and the Union Steward within ten (10) working days following discharge.

Policy and Group Grievances

The Employer, the Union, or the Union on behalf of a group of employees may file a grievance concerning the general application, interpretation, or administration of this Collective Agreement. Such grievance shall be reduced to writing, dated and signed, and processed at Step Three of the grievance procedure within fifteen (15) working days after the circumstances causing the grievance.

iii) **Step Four – Arbitration**

If a grievance is to be referred to arbitration by either party, it shall be so referred within ten (10) working days after the reply at Step Three.

Composition of the Board of Arbitration

10.09 The written notice in Article 10.08 shall include the name and address of the referring party's nominee on an Arbitration Board. Within five (5) working days, the other party shall answer indicating the name and address of its nominee to the Arbitration Board. The two nominees shall within five (5) working days of the appointment of the second nominee appoint a third person who shall be the chairperson.

Failure to Appoint

10.10 If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a chair within the time limited, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party.

Expenses of the Board

10.11 Each party shall pay:

- (a) The fees and expenses of the nominee it appoints;
- (b) One-half the fees and expenses of the Chairperson.

Sole Arbitrator

10.12 Notwithstanding anything contained in this Article, the parties may, by mutual agreement in writing, appoint a person to hear and determine a grievance as a sole arbitrator. Any sole arbitrator so appointed shall be otherwise subject to the terms of this Article.

Decision of the Board

10.13 The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the

Board. The decision of the Board of Arbitration shall be final and binding and enforceable on all parties, but in no event shall the Board of Arbitration have the power to change this Collective Agreement or to alter, modify or amend any of its provisions.

Mediation

10.14 Once a grievance has been processed for arbitration both parties may by mutual consent, agree to use the services of a mediator. The parties agree to share the costs of the mediation.

Leave for Grievor to Attend Arbitration Hearing

10.15 The Employer will allow a leave of absence with regular pay and benefits and without loss of seniority for a grievor to attend his/her Arbitration hearing. The Union shall reimburse the Employer for receipt of such pay.

10.16 Employee witness(es) summoned to attend arbitration hearings by the Union will be granted paid leave of absence by the Employer, the Employer may then bill and be reimbursed by the Union for such wages. Any expenses incurred by such witnesses will be paid by the Union.

Notice

10.17 Any written notice under the Collective Agreement shall be given to the person specifically designated by the Union and the Employer respectively.

ARTICLE 11 DISCHARGE, SUSPENSION AND DISCIPLINE

Clearing the File

11.01 After the completion of twenty-four (24) clear months wherein no additional disciplinary notations have been placed on the employee's record, such disciplinary warning shall not support further disciplinary action.

Discharge and Discipline Procedure

11.02 (a) The Employer may, when acting in good faith, demote, discipline, suspend or discharge a Probationary Employee for any non-discriminatory reason without recourse to the grievance procedure.

(b) A Permanent Employee may be dismissed or disciplined for just cause. Whenever the Employer or a representative of the Employer deems it necessary to dismiss or discipline an employee in a manner indicating that dismissal may follow any repetition of the act complained of or omission referred to, or that dismissal may follow if such employee fails to bring her/his work up to a required standard, the Employer shall, within five (5) working days thereafter, hold a meeting with the employee and a Union Steward, if requested to do so by either. A letter with written particulars shall be given to the employee and a copy sent to the Secretary of the Union.

Access to Personnel File

11.03 An employee, on making an appointment, shall have the right during normal business hours of the administration office to have access to a copy of and review his/her personnel file. The employee is entitled to receive a copy of the file if requested. An employee shall have the right to respond in writing to any document contained therein. Such reply shall become part of the permanent record.

Right to have Steward present

11.04 Where a Supervisor or other Employer representative intends to interview an employee concerning any matter that might reasonably be anticipated to result in disciplinary action, then, the Employer shall notify the President of Local 5014 and the employee sufficiently in advance of the interview to arrange for a Union Representative to attend the interview. In no circumstances shall the interview be delayed more than twenty-four (24) hours to permit such attendance.

ARTICLE 12 SENIORITY**Seniority Defined**

12.01 Seniority is defined as the length of service with the Employer in the bargaining unit and shall include service with the Employer prior to the certification or recognition of the Union. Seniority shall be used in determining preference or priority for promotions, transfers, schedules, call-ins, demotions, layoffs, and recall, as set out in the following provisions. Seniority shall operate on a bargaining-unit-wide basis.

Part-time employees will accumulate seniority in hours. When they become full time their seniority date will be determined by the calculation of seniority in accordance with the Letter of Understanding on Calculation of Seniority.

Seniority List

12.02 The Employer shall maintain separate seniority lists for full-time and part-time employees showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on the main bulletin board in January, May and September of each year.

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

Loss of Seniority

12.03 Notwithstanding the other provisions of Article 12, and unless otherwise specifically provided in this Collective Agreement, seniority previously accumulated shall be lost and the employee ceases to be an employee of the Employer when he/she:

- (a) is discharged for just cause and not reinstated through the grievance process;

- (b) quits employment, provided the quit has not been rescinded within three (3) working days. Notwithstanding the foregoing, the Parties understand and agree that in the event that an employee rescinds their decision to quit employment, then, the Employer is not precluded by the passage of time or otherwise from subsequently pursuing any appropriate disciplinary action which the Employer would have taken in respect of the subject employee but for the employee's decision to quit employment;
- (c) is not recalled to work within twenty-seven (27) months from the date of layoff or does not perform work in the bargaining unit for twenty-seven (27) consecutive months, except as provided by law;
- (d) is absent from work for three (3) consecutive working days without prior notification to the Employer and without reasonable excuse;
- (e) fails, without reasonable excuse, to return to work following notice of recall within seven (7) calendar days of the posting of a registered letter of recall addressed to the employee's last listed address on file with the Employer. It shall be the responsibility of the employee to keep the Employer informed of his/her current address;
- (f) retires; or,
- (g) dies.

Transfers and Seniority Outside Bargaining Unit

- 12.04 (a) Subject to the provisions of 12.04(b), no employee shall be transferred to a position outside the bargaining unit without her/his written consent. An employee who is transferred or promoted to a position outside the bargaining unit shall continue to accrue bargaining unit seniority for a maximum period of six months. If such an employee later returns to the bargaining unit within the six months, then, he/she shall return to his/her previous position. In the event of such return, the affected employee(s) will revert to his/her/their former position(s). If an employee fails to return to the bargaining unit within six months, then, all previously accrued bargaining unit seniority will be lost.
- (b) The Parties agree that an employee transferred to a position outside the bargaining unit to temporarily replace an employee on pregnancy or parental leave shall be subject to all of the same provisions as set out in Article 12.04(a) except that such employee shall accrue his/her seniority and the applicable rights upon return to the bargaining unit for a maximum period of eighteen (18) months. In such case, if an employee fails to return to the bargaining unit within eighteen (18) months, then, all previously accrued bargaining unit seniority will be lost.

ARTICLE 13 PROMOTIONS AND STAFF CHANGES

Job Postings

- 13.01 (a) When the Employer decides there is a Full Time vacancy of either a temporary (expected to last at least three months) or permanent nature or a new position is created within the bargaining unit, the Employer shall post a notice on the Employer's main bulletin boards with a copy to the Union. The position shall be posted for a period of five (5) working days so that interested employees can apply.
- (b) When the Employer decides there is a Part Time or Temporary position vacancy, the position shall be posted concurrently both internal and external.
- (c) The successful applicant for a full-time vacancy will fill the vacancy within six (6) calendar days from the date the employee was awarded the vacancy unless there are circumstances beyond the reasonable control of the Employer.

Information in Postings

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

No Outside Advertising

- 13.03 No outside advertising for additional employees shall be made until present employees have had a full opportunity to apply as provided in Article 13.01.

Recognition of Seniority

- 13.04 Both parties recognize the principle of promotion within the service of the Employer and that job opportunity should increase in proportion to length of service.

Methods of Making Appointment

- 13.05 In filling vacancies, appointments shall be made on the basis of seniority, skill and ability. Where skill and ability, are relatively equal, then, seniority shall govern. Appointments from within the bargaining unit shall normally be made within three (3) weeks of posting.

Familiarization Period

- 13.06 The successful applicant shall be given a trial period of one (1) month. The Employer shall not curtail the trial period without just cause, before it has run its full course. Conditional on satisfactory service, the employee shall be declared permanent after the period of one (1) month. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable or unwilling to continue to perform the duties of the new job classification, he/she shall be returned to his/her former position, wage or salary rate, without loss of seniority. Any other employee promoted or transferred because of the re-

arrangement of positions shall also be returned to his/her former position, wage or salary rate, without loss of seniority.

Notification to Employee and Union

13.07 Within seven calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be sent to each applicant and a copy posted on all bulletin boards. The Union shall be notified of all promotions, demotions, hirings, lay-offs, transfers, recalls, resignations, retirements, deaths or other terminations of employment.

Postings while on Vacation or Leave

13.08 When an employee will be absent on vacation, and/or a leave of absence, the employee may advise his/her manager, in writing, and no more than seven days prior to beginning the vacation, that he/she wishes to be considered for any potential job posting which might arise during his/her vacation. The written notice must specify the job or position for which the employee wishes to be considered. If such a job or position then arises during the employee's vacation, the written notice will be considered an application. The written notice is only valid during the vacation period immediately following its delivery to the manager.

Changes in Classification

13.09 When the duties of any job are significantly changed or increased, or when a new job is created or established, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are in question, such dispute shall be submitted to grievance and arbitration for determination. The new rate shall become retroactive to the time the new position was first filled by the employee or the date of change of job duties.

ARTICLE 14 LAYOFFS AND RECALLS

Definition of Lay-Off

14.01 A lay-off shall be defined as a reduction in the work force.

Role of Seniority in Layoff

- 14.02 (a) Both Parties recognize that job security should increase in proportion to length of seniority. Therefore, in the event of a layoff, affected employees shall be laid off in reverse order of their seniority by classification provided that the remaining jobs shall be filled, at all times by qualified employees.
- (b) An employee receiving a layoff notice may bump the most junior employee in a lower classification provided that the employee exercising the bumping right has the ability and qualifications to perform the subject position without training.
- (c) The employee who displaces another employee and moves to a position with a lower wage rate shall be paid at the applicable lower wage rate upon

assuming the position in question. In such circumstances the employee bumping into the lower Group/Classification within Appendix "2" shall be placed on the Wage Grid at the same Step on the Grid as that employee previously occupied in their own Group and Classification prior to exercising the bumping right.

Recall Procedure

- 14.03 (a) Employees who are displaced or laid off under Article 14.02 shall be placed on a Recall List and shall be eligible for recall to available work in their classification at the time of layoff or in a lower rated classification provided that the employee has the ability and qualifications to perform the subject position without training.
- (b) Upon recall, the employee shall be paid at the applicable wage rate for the position in question. In the event that the employee is recalled to a lower rated Group/Classification within Appendix "2", then, the employee will be placed at the same Step on the Wage Grid as the employee last occupied prior to lay off.
- (c) Employees will remain on the Recall List until they have been recalled to their original position or for twenty-seven (27) months whichever comes first.

No New Employees

14.04 New employees shall not be hired until those laid off have been given an opportunity of recall pursuant to Article 14.03.

Advanced notice of layoff

14.05 Notice of layoff shall be posted at the following sites: City Hall; Don Shepherdson Memorial Arena; Shelley Herbert-Shea Memorial Arena; The Pool and Fitness Centre; and, Public Works Complex, and shall be provided in writing to the employee(s) immediately affected. Where applicable such notice shall be in accordance with the *Employment Standards Act, 2000, S.O. 2000, c.41* as amended.

Notice to Union

14.06 The Union shall receive five (5) days notice of any layoffs that the Employer expects will exceed ten (10) working days. The Union Management Committee shall meet during this period if requested by either party, to review the reasons and expected duration of the lay-off, any realignment of service or staff and its effect on employees in the bargaining unit.

Severance Pay

14.07 Severance pay shall be paid as per the *Employment Standards Act*.

ARTICLE 15 HOURS OF WORK

No Guarantee of Hours

15.01 The provisions of this Article 15 do not constitute a guarantee of hours of work or of a particular schedule.

Normal Hours of Work

15.02 The normal hours of work are as follows:

- (a) **Office and Technical Hourly Rated Employees and Salaried Employees**
 - 8:30 a.m. – 4:30 p.m. with a one (1) hour unpaid meal period, worked Monday to Friday.

- (b) **Public Works Hourly Rated Employees**
 - Eighty (80) working hours in a pay period of two (2) weeks;

 - **Winter Operations**
 - A Winter Operations Plan will be prepared and will be posted by no later than October 15th of each calendar year. The Parties understand and agree that the applicable Winter Operations Plan is hereby incorporated into and forms part of this Collective Agreement;

 - The Winter Operations Plan provides for twenty-four (24) hour seven (7) day per week coverage;

 - The shifts for winter hours are as follows;

 - Winter Day shift – 6:30 a.m. – 3:00 p.m. with a thirty (30) minute unpaid meal period worked Sunday through Saturday;

 - Winter Evening shift – 3:00 p.m. – 11:30 p.m. with a thirty (30) minute unpaid meal period worked Sunday through Saturday;

 - Winter Night shift – 10:00 p.m. – 6:30 a.m. with a thirty (30) minute unpaid meal period worked Sunday through Saturday.

 - **Regular Operations**
 - Five (5) consecutive eight (8) hour days worked on a scheduled Day shift – 6:30 a.m. – 3:00 p.m. with a thirty (30) minute unpaid meal period worked Monday to Friday inclusive.

(c) Recreation Hourly Rated Employees

- Parks Operations who are employed in Recreation – 7:30 a.m. – 4:00 p.m. with a thirty (30) minute unpaid meal period worked Sunday through Saturday.
- Arena Operations – eight (8) hour shifts as follows:
 - Day shift – 7:30 a.m. – 4:00 p.m. with a thirty (30) minute unpaid meal period, worked Sunday through Saturday;
 - Evening shift – 4:00 p.m. – 12:00 midnight with a thirty (30) minute paid meal period, worked Sunday through Saturday.
- Recreation Employees at the Arenas and Parks may within an eighty (80) hour pay period be granted forty-eight (48) or seventy-two (72) consecutive hours off.
- Pool and Fitness Centre Administration – 8:00 a.m. – 4:00 p.m. with a thirty (30) minute unpaid meal period worked Monday to Friday.
- Pool and Fitness Centre Administration – 3:00 p.m. – 9:30 p.m. with a thirty (30) minute paid meal period worked Monday to Friday.
- Full-time Building Maintenance Employees – 7:30 a.m. – 4:00 p.m. with a thirty (30) minute unpaid meal period worked Monday to Friday.
- Full-time City Hall Custodial staff – 4:00 p.m. – 12:00 midnight with a thirty (30) minute paid meal period, worked Monday to Friday.
- Full-time Pool and Fitness Centre Custodial staff – 5:00 a.m. – 1:00 p.m. with a thirty (30) minute paid meal period worked Monday to Friday.
- Full-time Custodial Staff - Various Locations: Tuesday to Saturday.

Alteration of Hours of Work and Schedule

15.03 The Employer reserves the right to establish and alter starting and quitting times and to amend the shift schedule as necessary upon providing two (2) working days advance notice except in cases of emergency.

Breaks

15.04 (a) Except where otherwise specifically provided elsewhere in this Collective Agreement, employees shall receive two (2) rest breaks of fifteen (15) minutes each per shift. One rest break shall be during the first half of the shift and the second rest break during the second half of the shift.

Employees in certain jobs that require constant attendance shall remain on the work site during the break as required.

- (b) A thirty (30) minute paid rest break will be provided to all employees who are required to work more than two (2) hours beyond the completion of their regularly scheduled shift. Every attempt will be made to schedule this break at the end of the regularly scheduled shift.
- (c) Where an employee is required to work more than three (3) hours beyond the completion of their regularly scheduled shift and where the employee is not permitted to leave the job site, then, the Employer shall, at its sole discretion, either, provide a meal or provide the employee with a meal allowance in the amount of ten dollars (\$10.00).
- (d) Paid breaks and meal periods shall be arranged and authorized by the Employer.

ARTICLE 16 EXTENDED HOURS OF WORK AND OVERTIME

Authorization Required for Extended Hours of Work and for Overtime hours

16.01 All extended hours of work and all overtime hours worked must, where feasible, be authorized, in advance, in writing, by the Employer. Anytime an employee is specifically asked by the Employer to work overtime the verbal request will be deemed as authorization. Where necessary extended hours or overtime hours have not been so authorized due to operational limitations, then, the employee must report the applicable hours and have the same approved, in writing, after the fact, by the Employer, within two (2) working days of the performance of the subject extended hours or overtime hours.

Overtime Hours Defined

- 16.02 (a) For hourly rated full time employees overtime hours shall mean all hours worked in excess of scheduled hours and all hours worked on a scheduled day of rest;
- (b) For salaried employees overtime hours shall mean all hours worked in excess of forty (40) hours in a week and all hours worked on a scheduled day of rest; and,
- (c) For hourly rated part time employees overtime hours shall mean all hours worked in excess of forty (40) hours worked in a week and shall otherwise be governed by the provisions of the Employment Standards Act, 2000, as amended.

Extended Hours Defined

16.03 For salaried employees Extended Hours shall mean all hours worked in excess of thirty five (35) hours in a week and up to forty (40) hours in a week.

Overtime Rate of Pay Defined

- 16.04 (a) Hourly rated full time employees shall receive one and one-half (1 ½) times their applicable wage rate for all overtime worked, up to a maximum of eight (8) hours in a day in excess of their regularly scheduled daily hours and for all overtime hours worked, up to a maximum of eight (8) hours in a day, on a scheduled first day of rest;
- (b) Hourly rated full time employees shall receive two (2) times their applicable hourly wage rate for all overtime worked in excess of eight (8) hours of overtime on a regularly scheduled day of work and for all overtime hours worked in excess of eight (8) hours of overtime on a scheduled first day of rest and for all hours of overtime worked on a scheduled second day of rest or third consecutive day of rest where applicable; and
- (c) Hourly rated part time employees shall receive one and one half (1 ½) times their hourly rate of pay for all overtime hours worked in excess of forty (40) hours of work in a week; and,
- (d) Salaried employees shall receive one and one-half (1 ½) times their deemed hourly rate of pay for all overtime hours worked in excess of forty (40) hours of work in a week and all hours worked on a scheduled day of rest.

Banking of Overtime for Hourly Rated Employees

16.05 An hourly rated full time employee shall have the choice of receiving payment for overtime hours worked in accordance with the overtime rate of pay specified in Article 16.04 or banking overtime hours worked at the applicable rate for each such overtime hour worked up to a maximum of eighty (80) hours of time off in lieu of overtime pay.

Taking banked in lieu time off must be approved by the Employer and will only be allowed when it is operationally possible. Any such banked time off in lieu not taken by December 31 of each calendar year shall be paid out to the hourly rated employee.

Banking of Extended Hours for Salaried Employees

16.06 A salaried employee shall be able to bank a maximum of eighty (80) hours of time off in lieu at the rate of one (1) hour banked for each Extended or Overtime Hour worked at the applicable overtime rate.

Taking banked time off must be approved by the Employer and will only be allowed when it is operationally possible. Any such banked time off not taken by December 31 of each calendar year shall be paid out to the salaried employee on the basis of one hundred percent (100%) of the unused banked hours multiplied by the employee's deemed hourly rate of pay.

Call-Out

16.07 (a) An hourly rated employee, who has completed the employee's regularly scheduled shift and subsequently leaves work and is subsequently recalled to work the same day, shall receive a minimum of four (4) hours work at the applicable overtime rate of pay. For the purposes of this Article the Employer may assign the employee to work on any available job.

Stand-By

- (b) A Crew Leader or designate who is on Stand-By, shall be paid a minimum of three (3) hours at the applicable hourly rate of pay for each Friday, Saturday, Sunday and Paid Holiday when scheduled to be on Stand-By. The hours can be paid or banked (in accordance with Article 16.05) at the applicable hourly rate, at the discretion of the employee.
- (c) A Crew Leader, or designate, while on Stand-By, shall receive the applicable overtime rate of pay for all time worked in response to any call. The hours can be paid or banked (in accordance with Article 16.05) at the applicable hourly rate, at the discretion of the employee.
- (d) In the event the Crew Leader or designate must call in an employee(s) the Crew Leader or designate shall receive a minimum of four (4) hours work at the applicable overtime rate of pay when physically required to respond with the employee(s). The hours can be paid or banked (in accordance with Article 16.05) at the applicable hourly rate, at the discretion of the employee.
- (e) For the purposes of clarity, Call-Out or Stand-By does not apply to Salaried Employees.

Overtime Distribution

16.08 Overtime will be distributed on a rotational basis in order of seniority among available and qualified employees by department. For clarity the Parties understand and agree that within the Public Works Department separate lists will be maintained for this purpose for each of: Water and Sewer; and, Roads. If sufficient volunteers are not obtained, then, junior employees in reverse order of seniority may be required and scheduled to work such overtime hours. The Employer will attempt to give as much notice for overtime as practicable.

Equalizing Overtime

16.09 The employee shall not be required to reduce his regular hours of work to offset any hours worked at overtime premium.

Computing Paid Holidays

16.10 All paid holidays as outlined in Article 17.01 not worked, shall for the purposes of computing weekly overtime, be considered as a day worked.

ARTICLE 17 HOLIDAYS

17.01 The following Holiday Pay provisions apply to all employees:

List of Holidays

The Employer recognizes the following as paid holidays:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day (if a regularly scheduled work day for the employee)
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day (July 1 st)	
Civic Holiday	

The Employer agrees to grant employees two floating days off with pay to be taken on a day mutually agreed upon between the Employer and the employee. The Employer and the Union may, by agreement, set a date for one or both floaters for all employees.

The Holiday pay qualifying rules found in the *Employment Standards Act* apply to all Holidays set out in the Collective Agreement.

Eligibility

17.02 For clarity and notwithstanding the provisions of Article 17.01 the Parties agree that an employee is eligible for a paid holiday if he/she:

- (a) is on the active payroll; and,
- (b) has worked all of the employee's regularly scheduled day of work immediately prior to and all of the employee's regularly scheduled day of work immediately following a holiday, unless the absence is approved in advance, in writing, by the employee's Supervisor or the employee can show reasonable cause for not working such days.

Payment for Holidays

- 17.03 (a) Subject to the provisions of sub-paragraphs b), c) and d) below and subject to the Letter of Understanding Concerning Holiday Pay for Public Works Employees Working four (4) ten (10) hour shifts which is attached hereto and forms part of this Collective Agreement, an eligible employee shall be paid holiday pay for a given paid holiday calculated as follows: the total amount of regular wages earned and vacation pay payable to the employee in the four (4) work weeks before the work week in which the public holiday occurred, divided by 20.
- (b) An eligible employee who is required to work on any of the holidays listed in Article 17.01, other than Remembrance Day, will receive pay at the rate of time and one half (1 ½) the employee's regular hourly rate for every hour

worked on such day in addition to pay for the holiday at the employee's regular hourly rate or the employee may be granted an alternate day off (lieu day) at a mutually agreeable time. Payment for such lieu day will be based upon the entitlement the employee otherwise would have been eligible to receive for the holiday at straight time hourly rates.

- (c) In the case of Remembrance Day an eligible employee shall be entitled to a paid holiday only if Remembrance Day falls on a regularly scheduled work day for the employee. If an employee works on Remembrance Day and would otherwise have qualified for a holiday on Remembrance Day, then, the employee shall not be entitled to premium pay under Article 17 for such work but shall be entitled to an alternative day off (lieu day) at a mutually agreeable time.
- (d) Temporary Employees shall be entitled to a holiday or holiday pay on Easter Monday, Civic Holiday and Remembrance Day.

Holidays for Days Off

17.04 In the event that a holiday falls on the employee's regular day off the first business day immediately following the Holiday shall be taken in lieu of the Holiday.

Holidays – Part-time Employees

17.05 Part-time Employees shall receive payment for the holidays according to the *Ontario Employment Standards Act*.

ARTICLE 18 VACATION

Vacation Pay Year for Calculation

18.01 The "vacation pay year" shall be defined as January 1 to December 31. Vacation entitlements shall be calculated as at December 31 of each calendar year"

18.02 Employees shall be entitled to vacation time according to the following schedule, subject to Article 18.01:

Full-Time Employees

(a)	Less than one (1) year of service as at December 31	1 day per month to a maximum of ten 10 days
	One (1) year of service but less than three (3) years of service as at December 31	2 weeks
	Three (3) years of service but less than ten (10) years of service as at December 31	3 weeks
	Ten (10) years of service but less than fifteen (15) years of service as at December 31	4 weeks
	Fifteen (15) years of service but less than twenty-three (23) years of service as at December 31	5 weeks
	Twenty-three (23) years of service or more as at December 31	6 weeks

Calculation of Vacation Pay for Full-Time Employees

(b) For an employee entitled to vacation time of two (2) weeks or less, the employee's vacation pay shall be calculated as four percent (4%) of gross wages, less vacation pay previously paid, during the applicable vacation year.

For an employee entitled to vacation time of three (3) weeks, the employee's vacation pay shall be calculated as six percent (6%) of total regular earnings during the applicable vacation year.

For an employee entitled to vacation time of four (4) weeks, the employee's vacation pay shall be calculated as eight percent (8%) of total regular earnings during the applicable vacation year.

For an employee entitled to vacation time of five (5) weeks, the employee's vacation pay shall be calculated as ten percent (10%) of total regular earnings during the applicable vacation year.

For an employee entitled to vacation time of six (6) weeks, the employee's vacation pay shall be calculated as twelve percent (12%) of total regular earnings during the applicable vacation year.

18.03 Employees shall accrue vacation time but shall not accrue vacation pay while on unpaid leave of absence.

18.04 For the purposes of calculating a full time employee's vacation time entitlement, years of service shall include time worked as a part time or temporary employee with seniority calculated in accordance with the Letter of Understanding on Calculation of Seniority.

Holidays During Vacation

18.05 If a paid holiday falls or is observed during an employee's vacation period, he/she shall be entitled to a day off with pay at a time mutually agreed between the employee and his/her immediate supervisor.

Vacation Pay on Termination

18.06 An employee terminating his/her employment at any time in his/her vacation year before he/she has had his/her vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation.

Preference in Vacations

18.07 Vacations shall be granted first on the basis of seniority within each Department subject to the Employer maintaining a competent workforce. Employees will initially be entitled to claim such priority for up to three weeks of vacation, then others shall be given a scheduling opportunity.

Vacation Schedules

18.08 Vacation taken from January 1st to March 31st

Each Department Director/Manager shall post a vacation selection form no later than September 30th of the previous year.

Employees shall submit their selection of vacation period(s) by no later than November 30th of the previous year.

Vacation taken from April 1st to December 31st of any given year

Each Department Director/Manager shall post a vacation selection form no later than January 31st of each year.

Employees shall submit their selection of vacation period(s) by no later than March 31st of each year.

The parties agree that any unscheduled vacation remaining following the March 31st deadline will be taken at a time mutually agreed between the employee and his/her immediate Supervisor.

Unbroken Vacation Period

18.09 An employee shall be entitled to receive his/her vacation in an unbroken one week period unless otherwise mutually agreed upon between the employee concerned and the Employer.

Employees may request that consideration be given to having some vacation taken in one half (1/2) day or single day increments provided the employee gives his/her immediate Supervisor one day of notice. The decision will be made by the Supervisor based on operational needs. Such a request will not unreasonably be denied. Longer notice to the Supervisor will sometimes make it easier to grant the request.

Illness During Vacation

18.10 Sick leave may be substituted for vacation where it can be established to the satisfaction of the Employer by the employee that an illness or accident occurred while on vacation.

It is understood that the Employer will reschedule vacation for an employee whose vacation would be interrupted by a serious illness or accident occurring immediately prior to the scheduled vacation.

18.11 Where an employee has already received more vacation pay than that which would be payable on termination, then, the overpayment shall be deducted from the terminating employee's last pay. In the event that an insufficient amount exists in the employee's last pay to satisfy the repayment of the overpayment, then, the employee shall be obliged to repay to the Employer any remaining overpayment amount. The Employer may waive this provision in the event of undue hardship.

No Vacation Carry Over

18.12 Employees shall not be allowed to carry over vacation time from one year to the next unless permission to do so is granted by the City Manager or designate.

Change in Vacation Schedule

18.13 An employee may request a change in previously scheduled vacation only if the request is made in writing a minimum of ten (10) working days prior to the commencement of the scheduled vacation. Granting of any vacation change shall be at the sole discretion of the Employer.

ARTICLE 19 **LEAVE OF ABSENCE****General Leave**

19.01 The Employer may grant leave of absence for up to a maximum of six (6) months without pay or benefits and without loss of seniority to any Permanent Employee requesting such leave of absence for valid personal reasons. Subject to the applicable terms of applicable group benefit plans employees may choose to pay in advance for both the Employer and employee cost for all applicable employee benefits while on such leave. Advance notice of the request shall be given with such request to be in writing and approved by the Employer. Employees on approved leave of absence should not engage in any gainful employment without permission of the Employer. Such general leave may be denied by the Employer, acting reasonably, for operational or employee morale issues.

Leave for Union Business

19.02 Representatives of the Union (see Article 9.01) shall not suffer any loss of regular pay when required to leave their employment temporarily in order to attend negotiations with the Employer (until the completion of conciliation), or with respect to a grievance meeting with the Employer or an interest or rights arbitration hearing provided that employees shall be required to obtain the permission of the Employer before leaving their work responsibilities.

Leave for Union Function

19.03 Upon at least two (2) weeks notification to the Employer, a Permanent Employee elected or appointed to represent the Union at Union functions shall, subject to the conditions and limitations specified herein, be allowed a leave of absence with regular pay and benefits and without loss of seniority. The Union shall reimburse the Employer for receipt of such pay. The bargaining unit shall be allowed a maximum of twenty- five (25) working days per contract year for such leave and no more than a total of two (2) employees may take such leave at the same time and further provided that no more than one (1) employee from a department may take such leave at the same time.

Bereavement Leave

19.04

- (a) In the event of death of a Permanent Employee's current spouse (including same sex or common-law spouse), or child, step-child, parent, step-parent, brother, sister, mother- in-law, father-in-law, son-in-law, daughter-in-law, grandparent, grandchild, then, the employee shall be entitled to leave of absence without loss of remuneration for five (5) working days for the purposes of grieving, making funeral arrangements, attending the funeral or celebration of life and attending to related estate matters.

- (b) In the event of death of a Permanent Employee's brother-in-law, or sister- in-law, aunt, uncle, niece, nephew, then, the employee shall be entitled to leave of absence without loss of remuneration for two (2) working days for the purposes of

grieving, making funeral arrangements, attending the funeral or celebration of life and attending to related estate matters.

- (c) The Employer may require proof of death to support bereavement leave in accordance with this Article.
- (d) Additional bereavement leave without pay may be granted by the Employer at its sole discretion.
- (e) A Permanent Employee may elect to defer one (1) day of bereavement leave to be used for attendance at the actual interment.
- (f) In the event of death of a Probationary Employee's current spouse (including same sex or common law spouse) or child, step-child, parent, step-parent, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, grand- parent, grand-child, the Probationary Employee shall be entitled to leave of absence without pay for three (3) working days for the purposes of grieving, making funeral arrangements or attending the funeral or celebration of life. It is understood and agreed by the Parties that where such bereavement leave is granted, the applicable number of working days shall be added to the applicable employee's probationary period.

Medical Emergency Leave

19.05 Employees shall be allowed to utilize their accumulated sick leave to attend to the medical attention of a member of the employee's immediate family or to attend personal medical appointments. Such leave request is to be approved by the employee's immediate Supervisor. Immediate family shall mean: current spouse, son, daughter, mother, father, mother-in-law, father-in-law, brother, sister, grandparent and grandchild. Employees will provide as much notice as possible of such requests.

Jury & Witness Duty Leave

19.06 Employees subpoenaed to act as Jurors or Crown Witnesses in criminal or civil court or at a Coroner's Inquest shall be granted a leave of absence with pay for such purpose. Any pay received from the Crown for such service shall be turned in to the Employer.

Voting Leave

19.07 The Employer will comply with applicable legislation related to afford employees the required clear time off with pay prior to the poll closing in Federal, Provincial and Municipal elections.

Pregnancy, Parental and Adoption Leave

19.08 Pregnancy leave, Parental leave and adoption leave shall be granted in accordance with the *Employment Standards Act*.

ARTICLE 20 SICK LEAVE

Income Protection Plan

20.01 Sick Leave shall be governed by the provisions of the Income Protection Plan set out in Appendix 1 hereto which is hereby incorporated into and forms part of this Collective Agreement.

Medical Examination

20.02 The Employer may refer an employee seeking any medical right or benefit or seeking any dispensation or consideration on medical grounds, to a physician selected by it for confirmation of the medical claim. Where accommodation is required in regard to the employees condition the Employer may require of the physician a report as to what accommodation would be appropriate, in which case the Employer shall reimburse the employee for the cost of such Physician's Medical Certificate upon presentation of a receipt for such payment.

ARTICLE 21 PAYMENT OF WAGES AND ALLOWANCES

Rates of Pay

21.01 (a) Except as otherwise provided in the Letter of Understanding governing Classifications, Wage Rates and Wage Adjustments, which is hereby incorporated into and forms part of this Collective Agreement, Rates of pay for classifications covered by this Collective Agreement will be listed in the attached Salary Schedule.

(b) The Salary Schedule may be changed for individual employees or groups of employees as a result of agreement between the Employer and the Union.

Wage Grid

21.01 (a) Except as otherwise provided in the Letter of Understanding governing Classifications, Wage Rates and Wage Adjustments, effective immediately following the date of Ratification, every employee shall be classified in accordance with the Classifications specified in Appendix "2".

(b) Except as otherwise provided in the Letter of Understanding governing Classifications, Wage Rates and Wage Adjustments, each employee shall be placed appropriately on the five Step Wage Grid established in Appendix "2" in accordance with the agreement of the Parties and paid in accordance therewith.

Increments

21.02 (a) Where there are minimum and maximum salary ranges, employees shall progress from minimum to maximum salary by annual increments as provided for in (c) below.

- (b) Increments are planned for the anniversary date of when an employee entered a position.
- (c) Increments are awarded on the basis of merit. The Employer will rate each employee on job performance prior to the anniversary date of when an employee entered a position. If a job performance rating is not conducted prior to this anniversary date then the employee may grieve the failure seeking an order that the performance rating be done. Increments received shall be retroactive to the employee's anniversary date.

Wage Increases in Future Contract Years

- 21.03 (a) Effective on the first full pay period commencing on **January 1, 2024** the, then, current Wage Grid wage rates applicable to all classifications shall be increased by **four percent (4%)**.
- (b) Effective **January 1, 2025**, the, then current wage grid wage rates applicable to all classifications shall be increased by **four percent (4%)**.
 - (b) Effective **January 1, 2026**, the, then, current wage grid wage rates applicable to all classifications shall be increased by **two and one half percent (2.5%)**.
 - (c) Effective **January 1, 2027**, the, then, current wage grid wage rates applicable to all classifications shall be increased by **two percent (2%)**.

Crew Leader Premium for Heavy Equipment Operator

21.04 When a Heavy Equipment Operator is assigned a crew of three (3) or more Full Time Operators then the Heavy Equipment Operator shall receive a premium of one (\$1.00) dollar per hour.

Crew Leader Premium for Water Sewer Maintenance Person

21.05 When a Water Sewer Maintenance Person is assigned, verbally or in writing, as a crew leader of three (3) or more Full Time Operators by a Supervisor during a water and/or sewer repair then the Water Sewer Maintenance Person shall receive a premium of one (\$1.00) dollar per hour.

The premium shall be paid in one-hour increments. All time worked as a Crew Leader shall be rounded up to one (1) hour. For the purposes of clarity, should the Supervisor return to the job site in less than one (1) hour, the Water Sewer Maintenance Person shall receive a minimum of one (1) hour premium pay.

Water Operator Certification Premium

21.06 The premium for Water Operator Certification shall be fifty (\$0.50) cents per hour while participating in training towards certification.

Shift Premium

21.07 (a) The Employer agrees to pay a shift premium to employees in Public Works, Winter Operations and Recreation of one dollar (\$1.00) per hour to employees for each hour worked on an overnight shift. For greater clarity, the Parties agree that the shift premium shall not apply to any work performed on a day shift.

Weekend Premium

(b) Employees in Public Works and Recreation shall be paid a Weekend Premium of one dollar (\$1.00) per hour to employees for each hour worked on Saturday and Sunday.

Evening Shift Premium

(c) Recreation and Public Works Employees shall be paid \$1.00 (one) dollar per hour for each hour worked between 4:00 p.m. and 12:00 a.m.

Pay Days

21.08 The Employer agrees that wages will be paid bi-weekly on every second Friday one week in arrears.

On each payday each employee shall be provided with an itemized statement of his/her wages, overtime and other supplementary pay and deductions. The employee's hourly rate is to be placed on the cheque stub.

Pay in the event of a Temporary Transfer or the Award of a Posted Vacancy

- 21.09 (a) When an hourly rated employee is temporarily assigned to a position in a higher Group than his/her own, for the benefit of the Employer, then, for all continuous hours worked in the transfer position, the employee shall be placed on the Wage Grid and paid at the lowest Step Level in the higher rated Group/Classification within Appendix "2" that provides a wage rate immediately higher than the wage rate the employee received immediately prior to the transfer. When an hourly rated employee is temporarily assigned to a position in a lower Group than his/her own, for the benefit of the Employer, then, his/her pre transfer wage rate shall be maintained.
- (b) When a salaried employee is temporarily assigned to a position in a higher Group than his/her own, for the benefit of the Employer, then, for all continuous hours worked in the transfer position, the employee shall be placed on the Wage Grid and paid at the lowest Step Level in the higher rated Group/Classification within Appendix "2" that provides a salary/wage rate immediately higher than the wage rate the employee received immediately prior to the transfer. When a salaried employee is temporarily assigned to a position in a lower Group than his/her own, for the benefit of the Employer, then, his/her pre-transfer wage rate shall be maintained.
- (c) When an employee is awarded a vacant position which constitutes a promotion to a higher rated Group/Classification within Appendix "2", then, the employee shall be placed on the Wage Grid and paid at the lowest Step Level in the higher rated Group/Classification which provides a salary/wage rate immediately higher than the salary/wage rate the employee received immediately prior to being awarded the higher rated position. When an employee is awarded a vacant position, which constitutes a lateral move within the same Group the employee last occupied within Appendix "2", then, the employee shall maintain the Step Level on the Wage Grid which they occupied immediately prior to filling the subject vacancy. When an employee is awarded a vacant position which constitutes a demotion to a lower rated Group/Classification within Appendix 2, then, the employee shall be placed on the Wage Grid and paid at the highest Step Level in the lower rated Group/Classification which provides a salary/wage rate immediately lower than the salary/wage rate the employee received immediately prior to being awarded the lower rated position.
- (d) If a Temporary Employee or a Part Time Employee is temporarily transferred to a Full Time position for a period in excess of three consecutive months, then, the employee shall be eligible to participate in the group insurance benefit plans identified in Article 25 of this Agreement, for so long as the employee is so temporarily transferred. Upon completion of the temporary transfer, the employee's participation in the group insurance benefit plans shall cease.

Membership - Waterfront Pool Fitness Centre

21.10 All employees, their spouses and dependents will receive a 100 % discount on a full membership to the Waterfront Pool Fitness Centre. Membership is non-transferable and has no cash value.

Educational Allowance

21.11 The Employer shall pay the full costs of any course of instruction required by the Employer or any level of government to better qualify himself/herself to perform the employee's job.

No Pyramiding

21.12 There shall be no pyramiding of overtime and premium payments.

ARTICLE 22 EXPENSE AND MILEAGE ALLOWANCES**Motor Vehicle**

22.01 It shall be the responsibility of the Director to determine whether an employee requires the use of a motor vehicle to carry out Employer business.

Mileage Allowance

22.02 An employee who is authorized by his Director to use his/her personal automobile in the performance of the employee's duties shall be paid a mileage allowance at the current rate as established by the Expense Allowance Policy.

Expense Allowance

22.03 An employee who through the performance of their employee's duties incurs an expense shall be reimbursed as established by the Expense Allowance Policy.

The Union shall be advised of any changes or amendments to the Expense Allowance Policy.

ARTICLE 23 SAFETY FOOTWEAR & CLOTHING ALLOWANCES**Safety Footwear Allowance**

23.01 All Permanent Employees required to wear safety footwear shall be entitled to an amount of up to two hundred dollars (\$200.00) annually toward the purchase of safety footwear. The employee may claim for more than one pair of boots per year providing the total does not exceed two hundred (\$200.00) dollars per year. The payment(s) will be made to reimburse the employee upon production of a purchase receipt(s).

Work Gloves

23.02 Employees of the Public Works and Recreation Department shall be provided with two (2) pairs of work gloves once each calendar year. Additional gloves may be provided as required when an employee turns in his or her used pair.

Safety T-Shirts

23.03 Employees of the Recreation and Public Works Departments who are required to work outdoors shall be provided with two (2) Safety T-Shirts annually.

Protective Clothing

23.04 Coveralls shall be provided to all Public Works Employees and Recreation Arena Attendants as required. The coveralls shall be cleaned at the Employer's expense as required.

Winter Coats

23.05 Employees required to work in winter weather conditions will be provided with winter coats. The Employer will replace/repair such coats on an "as needed" basis.

Swimwear

23.06 All permanent full time aquatic staff required to wear swimwear shall be entitled to an amount of up to one hundred and ten dollars (\$110.00) annually toward the purchase of one (1) swimsuit. The payment will be made to reimburse the employee upon production of a purchase receipt.

Water Resistant Apparel

23.07 Where required for safety purposes, the Employer shall supply adequate seasonal water resistant apparel in accordance with the *Occupational Health and Safety Act*.

ARTICLE 24 PENSION PLANS**Pension Plan (O.M.E.R.S.)**

24.01 In addition to the Canada Pension Plan, all eligible employees shall join the Ontario Municipal Employees Retirement System (O.M.E.R.S.). The Employer and the employees shall make contributions in accordance with the provisions of the plan.

ARTICLE 25 EMPLOYEE BENEFITS

25.01 The Employer agrees that during the term of this Collective Agreement it will pay the portion of the premiums required for the Group Benefit Plan – Temiskaming Shore – Municipal Employees for all active Permanent Full Time Employees and their dependents as set out therein. The Employer is not the insurer. All Benefits are subject to the terms of the applicable plans. Any dispute about entitlements is between the employee and the insurance company and is not a dispute under this Collective Agreement.

The Employer agrees that, except as noted below, benefits during the life of the Agreement shall be unchanged.

Paramedical Services

\$400 per calendar year(s) for Osteopath, Podiatrist/Chiropracist, Massage Therapist, Naturopath, Speech Therapist, Physiotherapist, and Psychologist/Social Worker.

Claims for Chiropractor will be paid upon the first visit.

ARTICLE 26 GENERAL CONDITIONS

Bulletin Board

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

Copies of Collective Agreement

26.02 The Union and the Employer desire every employee to be familiar with the provisions of this Collective Agreement and their rights and duties under it. It is agreed that the parties will prepare the Collective Agreement for signing within sixty (60) days of ratification. The Employer shall print sufficient copies of the Collective Agreement in booklet form for each employee within thirty (30) days of the signing, and the parties shall split the cost of such printing and any subsequent printings.

Validity of Agreement

26.03 In the event that there is a change in legislation during the life of the Collective Agreement which creates conflict between the Act and the Collective Agreement, the superior provision shall prevail.

ARTICLE 27 TERM OF THE COLLECTIVE AGREEMENT

Effective Date

27.01 The term of this Collective Agreement shall be from January 1, 2024 to December 31st, 2027, and shall continue from year to year upon the expiration of the term unless either party gives to the other party notice in writing of thirty (30) to ninety (90) days prior to the expiration date in each year that it desires its termination or amendment.




Changes in Collective Agreement

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

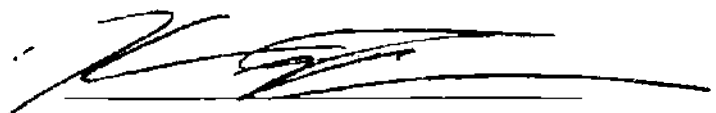
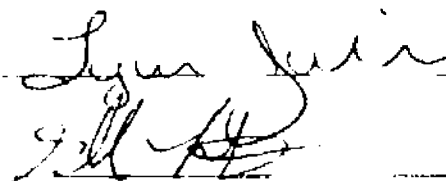


Wages

27.03 Appendix "2" attached hereto shall form part of this Collective Agreement.

Signed this 31 day of January, 2024.

FOR THE EMPLOYER

FOR CUPE AND ITS LOCAL 5014

APPENDIX 1**Income Protection Plan****Article 1 – Definitions**

That in the plan:

- 1.01 (a) "Council" means the council of the Corporation of the City of Temiskaming Shores, and "Municipality" means the Corporation of the City of Temiskaming Shores.
- 1.01 (b) "Income Protection Plan" means the combination of the Municipality's sick leave gratuity plan for employees and the weekly indemnity income protection plan (short-term disability) and the long-term income protection plan (long term disability) as provided for by the Employer's contract with an insurance company. The Employer is responsible for the provision of the sick leave gratuity plan and for the arrangement of a contract to provide benefits; but the final terms of the Income Protection Plan will be found in the master contract as the governing document.
- 1.01 (c) "Pay" means the basic hours worked per day, multiplied by the employee's standard rate per hour, but shall not include any shift premium, overtime or other increments.
- 1.01 (d) "Day" shall mean a calendar day which includes the normal number of hours of work per day, "Work Week" shall mean the normal number of hours of work per week, "Month" shall mean a calendar month and "Year" shall mean a calendar year.
- 1.01 (e) "Regular attendance" means for any month the attendance of an employee at his/her duties on the days and hours for which his/her attendance is required during that month according to the terms of his/her employment.
- 1.01 (f) "Short term disability" is defined as a period of disability resulting from illness or injury as determined by a qualified Medical Practitioner, which prevents an employee from attending his/her regular work, and which extends for a period of not more than sixteen (16) weeks. A Medical Certificate is required by the insurer for each period of absence lasting three (3) or more days and as requested by the Employer.
- 1.01 (g) "Long Term Disability" is defined as a period of disability resulting from illness or injury as determined by a qualified Medical Practitioner, which prevents an employee from attending work and begins after the sixteen (16) weeks short term disability report.

Article 2 – Introduction

2.01 This Plan is designed to provide Permanent Full Time Employees within the meaning of the Collective Agreement ("Eligible Employees") with an indemnity against the loss of income if he/she cannot perform his/her normal duties due to an illness or injury. This Plan is not intended to duplicate or replace any Workers' Compensation benefits. An Eligible Employee will be paid while he/she is disabled, until the earliest of the following dates, as applicable:

1. the date the Eligible Employee returns to work;
2. the date the Eligible Employee exhausts his/her entitlements under applicable insured coverage; and,
3. the date the Eligible Employee loses seniority under the Collective Agreement.

Article 3 – Seniority Service

3.01 Service of all Eligible Employees for the purpose of the Plan shall mean a completed year of service with the Employer as of December 31 in any calendar year. However, an Eligible Employee with less than one (1) year of completed service as of December 31 in any calendar year will be allowed a pro-rated formula based upon the first day of the month of employment with the Employer.

Article 4 – Sick Leave Credit Gratuity

4.01 A plan of sick leave credit gratuities is hereby established for every Eligible Employee. Subject to the control of Council, the conduct and management of the plan shall be vested with the Human Resources Department.

4.02 The Official responsible for Human Resources shall perform all the administrative responsibilities necessary or incidental to the due carrying on of the sick leave credit gratuities plan, including the power to allow or disallow any sick leave credit or sick leave absence for any Eligible Employee. The disallowance, by the Official responsible for Human Resources, of any sick leave credit or sick leave absence shall be subject to the Grievance Procedure commencing at Step Three.

4.03 The Official responsible for Human Resources shall provide and keep a register in which all sick leave credit and sick leave absences for every Eligible Employee shall be recorded, so that the register will show the net sick leave credit of every Eligible Employee which remains after all his/her sick leave absences have been deducted from his/her accumulated sick leave credit.

Article 5 – Provision for Sick Leave Credits

5.01 Each Eligible Employee shall be entitled to nine (9) sick leave credit days commencing January 1 in each calendar year.

- 5.02 Where an Eligible Employee is unable to perform his/her normal duties due to personal illness or injury, the sick leave credit gratuity plan will pay the Eligible Employee full pay for up to the first nine (9) days of absence. An Eligible Employee may utilize additional sick leave credits from the sick leave bank, accrued vacation entitlements, and any overtime hours or extended time hours in the overtime or extended hours banks. For the weekly indemnity income protection plan (short term disability) the plan will pay the Eligible Employee seventy five (75%) per cent of his/her normal pay for a period of sixteen (16) weeks as per the benefits policy. Provision for long-term disability will be in accordance with the policy in effect with the Municipality's insurance carrier. The short term disability income protection plan and the long term disability plan may be supplemented to one hundred (100%) per cent by using accumulated sick leave gratuity credits, accumulated overtime hours, unused vacation leave, or floating holidays by agreement of the Employer.
- 5.03 Subject to the concurrence of the Eligible Employee utilizing the income protection plan, the Employer proposes to maintain one hundred per cent (100%) of the Eligible Employee's earnings so long as a sick leave credit is available. The Eligible Employee is required to endorse and turn over to the Employer all benefits received from the third party insurer.
- 5.04 Where an Eligible Employee is absent due to an accident which occurred while in the performance of his/her duties for the Employer and is in receipt of Workers' Compensation benefits, and requests the Municipality to make up the difference between the amount of Workers' Compensation benefits being paid and his/her total salary, then, such difference shall be charged against accumulated sick leave credits.

Illness in the family - care and nurturing

- 5.05 1. An Eligible Employee shall be entitled with the prior approval of his/her Supervisor, to use up to five (5) sick leave days per year to care for a family member who is ill.
2. Alternatively, an Eligible Employee may, upon approval by the Employer, arrange temporary flexible work scheduling to care for a family member who is ill. Such scheduling shall supersede the hours of work and overtime provisions of the Collective Agreement.

Maternity/Parental Leave

- 5.06 Where an eligible employee is absent due to maternity and/or parental leave effective on confirmation by the Canada Employment Insurance Commission (receipt by the employee's employment insurance cheque stub will service as proof that the employee is in receipt of unemployment benefits) the maternity and/or parental leave may be supplemented to one hundred (100%) percent by using accumulated sick leave gratuity credits, accumulated overtime hours, unused vacation on leave, or floating holidays by agreement of the employer.

Personal Care Leave

5.07 Each Eligible Employee shall be permitted to use up to five (5) days of their sick leave credit days, commencing January 1 in each calendar year, for the purpose of personal care.

Article 6 – Reporting Of Absence

- 6.01 Reporting of absence shall be in accordance with the procedures contained herein. An Eligible Employee shall notify his/her Supervisor personally as soon as possible within a twenty (20) minute period of time, either ten (10) minutes before or ten (10) minutes after the employee's normal start time. If an Eligible Employee is unable to do so because of an emergency, he/she must call his/her Supervisor as soon as possible. Leaving a voice or e-mail message does not constitute personal notification.
- 6.02 An Eligible Employee must advise his/her Supervisor of when he/she expects to return to work. If an Eligible Employee is uncertain during the initial call, then, the Supervisor must be informed as soon as possible of the estimated, or, if known by the Eligible Employee, the exact date that the Eligible Employee will return to work.
- 6.03 A Physician's Medical Certificate justifying a medical leave must be provided by an Eligible Employee in the following circumstances:
- i) immediately upon return to work following an absence of three (3) working days or more; and,
 - ii) at any other time when specifically required by the Employer in which case the Employer shall reimburse the employee for the cost of such Physician's Medical Certificate upon presentation of a receipt for such payment.
- 6.04 Absences of one-half (1/2) day or less due to accident or illness shall not be deducted and absences for more than one half (1/2) a day, but less than a full day, shall be deducted as one-half (1/2) day.

Article 7 – Optional Provisions of the Plan

- 7.01 In the final month of the calendar year, an Eligible Employee shall elect, once and for all, by notifying in writing the Official responsible for Human Resources their choice as follows:
- 1. to accumulate all current year unused sick leave credits and transfer the same to the next calendar year; or,
 - 2. to transfer all current year banked overtime hours or banked extended hours to sick leave credits for the next calendar year.
- 7.02 In order to ensure a lengthier period of earnings at one hundred percent (100%) of pay, an Eligible Employee may elect, by notifying in writing the Official responsible

for Human Resources, to add overtime hours to his/her accumulated sick leave credits during the current year.

Article 8 – Payment of Extended Fringe Benefits

8.01 Where an Eligible Employee is absent from work due to illness (compensable injury or non-compensable injury) the Employer will continue to pay fringe benefit costs, including Health, Dental, Extended Medical Benefits, Life Insurance, etc. and any other applicable benefits negotiated for a period of not longer than thirty six (36) consecutive months. Where required, payroll deductions for pension purposes will continue to be made from disability pay.

Article 9 – No Cash Payout

9.01 There shall be no cash pay-out for banked sick time at any time including upon termination of employment.

**PAY GROUPS / JOB CLASSIFICATIONS AND
APPLICABLE STEPS AND WAGE RATES**

APPENDIX 2

SALARY SCHEDULE AND WAGE RATES FOR 2024

GROUP	CLASSIFICATION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
11	1. Planner	\$69,560	\$71,581	\$73,673	\$75,821	\$78,005
		\$38.22	\$39.33	\$40.48	\$41.66	\$42.86
10	1. Building Inspector/By-Law Officer 2. Economic Development Officer	\$65,680	\$67,592	\$69,541	\$71,586	\$73,668
		\$36.09	\$37.14	\$38.21	\$39.33	\$40.48
9	1. Fire Prevention/Training Officer 2. Engineering Technician	\$62,065	\$63,846	\$65,684	\$67,594	\$69,560
		\$34.10	\$35.08	\$36.09	\$37.14	\$38.22
8	1. By-Law /Property Standards Officer 2. Aquatic Youth Programmer	\$58,622	\$60,297	\$62,065	\$63,827	\$65,684
		\$32.21	\$33.13	\$34.10	\$35.07	\$36.09
7	1. Head Mechanic	\$28.76	\$29.59	\$30.43	\$31.30	\$32.22
6	1. Works Clerk					
	2. Shop Clerk	\$27.18	\$27.94	\$28.77	\$29.59	\$30.43
	3. Mechanic/Heavy Equipment Operator					
	4. Accounting Clerk					
	5. Maintenance Technician/Tradesman					
	6. Provincial Offences Clerk					
	7. Age Friendly Coordinator					

APPENDIX 2

SALARY SCHEDULE AND WAGE RATES FOR 2024 Continued

GROUP	CLASSIFICATION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
5	1. Heavy Equipment Operator	\$25.66	\$26.41	\$27.14	\$27.92	\$28.75
	2. Water/Sewer Maintenance Person					
	3. Administrative Assistant					
4	1. Equipment Operator/Labourer	\$24.27	\$24.97	\$25.67	\$26.42	\$27.16
	2. Maintenance Technician					
	3. Arena/Parks Attendant					
3	1. Receptionist	\$22.95	\$23.58	\$24.26	\$24.96	\$25.67
2	1. Custodian	\$20.52	\$21.09	\$21.69	\$22.31	\$22.96
1*	1. Desk Attendant Pool & Fitness Centre					
	2. Crossing Guard					
	3. Life Guard					
	4. Temporary Arena/Parks Attendant					
	5. Temporary Cemetery Worker					
	6. Temporary Equipment Operator/Labourer					
	7. Part Time Court Reporter					
	8. Aqua Fitness/Cardio Program Instructor					

* The Wage rates for Group "1" are set out in the applicable Letter of Understanding

** Employees receiving a wage rate in excess of the amount specified on the Grid shall be red-circled and paid at their applicable red-circled rate

APPENDIX 2

SALARY SCHEDULE AND WAGE RATES FOR 2025

GROUP	CLASSIFICATION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
11	1. Planner	\$72,345 \$39.75	\$74,456 \$40.91	\$76,622 \$42.10	\$78,860 \$43.33	\$81,117 \$44.57
10	1. Building Inspector/By-Law Officer	\$68,305 \$37.53	\$70,288 \$38.62	\$72,327 \$39.74	\$74,456 \$40.91	\$76,622 \$42.10
	2. Economic Development Officer					
9	1. Fire Prevention/Training Officer	\$64,555 \$35.47	\$66,394 \$36.48	\$68,305 \$37.53	\$70,288 \$38.62	\$72,345 \$39.75
	2. Engineering Technician					
8	1. By-Law /Property Standards Officer	\$60,970 \$33.50	\$62,717 \$34.46	\$64,555 \$35.47	\$66,375 \$36.47	\$68,305 \$37.53
	2. Aquatic Youth Programmer					
7	1. Head Mechanic	\$29.91	\$30.77	\$31.65	\$32.56	\$33.51
6	1. Works Clerk					
	2. Shop Clerk	\$28.26	\$29.06	\$29.92	\$30.77	\$31.65
	3. Mechanic/Heavy Equipment Operator					
	4. Accounting Clerk					
	5. Maintenance Technician/Tradesman					
	6. Provincial Offences Clerk					
	7. Age Friendly Coordinator					

APPENDIX 2

SALARY SCHEDULE AND WAGE RATES FOR 2025 Continued

GROUP	CLASSIFICATION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
5	1. Heavy Equipment Operator	\$26.68	\$27.46	\$28.23	\$29.04	\$29.90
	2. Water/Sewer Maintenance Person					
	3. Administrative Assistant					
4	1. Equipment Operator/Labourer	\$25.24	\$25.97	\$26.69	\$27.47	\$28.25
	2. Maintenance Technician					
	3. Arena/Parks Attendant					
3	1. Receptionist	\$23.87	\$24.52	\$25.23	\$25.96	\$26.69
2	1. Custodian	\$21.34	\$21.93	\$22.56	\$23.20	\$23.88
1*	1. Desk Attendant Pool & Fitness Centre					
	2. Crossing Guard					
	3. Life Guard					
	4. Temporary Arena/Parks Attendant					
	5. Temporary Cemetery Worker					
	6. Temporary Equipment Operator/Labourer					
	7. Part Time Court Reporter					
	8. Aqua Fitness/Cardio Program Instructor					

* The Wage rates for Group "1" are set out in the applicable Letter of Understanding

** Employees receiving a wage rate in excess of the amount specified on the Grid shall be red-circled and paid at their applicable red-circled rate

APPENDIX 2

SALARY SCHEDULE AND WAGE RATES FOR 2026

GROUP	CLASSIFICATION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
11	1. Planner	\$74,147 \$40.74	\$76,313 \$41.93	\$78,533 \$43.15	\$80,826 \$44.41	\$83,156 \$45.69
10	1. Building Inspector/By-Law Officer	\$70,015 \$38.47	\$72,054 \$39.59	\$74,129 \$40.73	\$76,313 \$41.93	\$78,533 \$43.15
	2. Economic Development Officer					
9	1. Fire Prevention/Training Officer	\$66,157 \$36.35	\$68,050 \$37.39	\$70,015 \$38.47	\$72,054 \$39.59	\$74,147 \$40.74
	2. Engineering Technician					
8	1. By-Law /Property Standards Officer	\$62,481 \$34.33	\$64,282 \$35.32	\$66,157 \$36.35	\$68,032 \$37.38	\$70,015 \$38.47
	2. Aquatic Youth Programmer					
7	1. Head Mechanic	\$30.65	\$31.54	\$32.44	\$33.37	\$34.35
6	1. Works Clerk					
	2. Shop Clerk	\$28.97	\$29.79	\$30.66	\$31.54	\$32.44
	3. Mechanic/Heavy Equipment Operator					
	4. Accounting Clerk					
	5. Maintenance Technician/Tradesman					
	6. Provincial Offences Clerk					
	7. Age Friendly Coordinator					

APPENDIX 2

SALARY SCHEDULE AND WAGE RATES FOR 2026 Continued

GROUP	CLASSIFICATION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
5	1. Heavy Equipment Operator	\$27.35	\$28.15	\$28.94	\$29.77	\$30.64
	2. Water/Sewer Maintenance Person					
	3. Administrative Assistant					
4	1. Equipment Operator/Labourer	\$25.88	\$26.62	\$27.36	\$28.16	\$28.96
	2. Maintenance Technician					
	3. Arena/Parks Attendant					
3	1. Receptionist	\$24.47	\$25.13	\$25.86	\$26.61	\$27.36
2	1. Custodian	\$21.87	\$22.48	\$23.13	\$23.78	\$24.48
1*	1. Desk Attendant Pool & Fitness Centre					
	2. Crossing Guard					
	3. Life Guard					
	4. Temporary Arena/Parks Attendant					
	5. Temporary Cemetery Worker					
	6. Temporary Equipment Operator/Labourer					
	7. Part Time Court Reporter					
	8. Aqua Fitness/Cardio Program Instructor					

* The Wage rates for Group "1" are set out in the applicable Letter of Understanding

** Employees receiving a wage rate in excess of the amount specified on the Grid shall be red-circled and paid at their applicable red-circled rate

APPENDIX 2

SALARY SCHEDULE AND WAGE RATES FOR 2027

GROUP	CLASSIFICATION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
11	1. Planner	\$75,639	\$77,841	\$80,116	\$82,446	\$84,812
		\$41.56	\$42.77	\$44.01	\$45.30	\$46.60
10	1. Building Inspector/By-Law Officer	\$71,417	\$73,492	\$75,621	\$77,841	\$80,098
		\$39.24	\$40.38	\$41.55	\$42.77	\$44.01
	2. Economic Development Officer					
9	1. Fire Prevention/Training Officer	\$67,486	\$69,415	\$71,417	\$73,492	\$75,639
		\$37.08	\$38.14	\$39.24	\$40.38	\$41.56
	2. Engineering Technician					
8	1. By-Law /Property Standards Officer	\$63,736	\$65,575	\$67,486	\$69,397	\$71,417
		\$35.02	\$36.03	\$37.08	\$38.13	\$39.24
	2. Aquatic Youth Programmer					
7	1. Head Mechanic	\$31.27	\$32.17	\$33.09	\$34.04	\$35.03
6	1. Works Clerk					
	2. Shop Clerk	\$29.55	\$30.38	\$31.28	\$32.17	\$33.09
	3. Mechanic/Heavy Equipment Operator					
	4. Accounting Clerk					
	5. Maintenance Technician/Tradesman					
	6. Provincial Offences Clerk					
	7. Age Friendly Coordinator					

APPENDIX 2

SALARY SCHEDULE AND WAGE RATES FOR 2027 Continued

GROUP	CLASSIFICATION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
5	1. Heavy Equipment Operator	\$27.90	\$28.71	\$29.51	\$30.36	\$31.26
	2. Water/Sewer Maintenance Person					
	3. Administrative Assistant					
4	1. Equipment Operator/Labourer	\$26.39	\$27.15	\$27.91	\$28.72	\$29.54
	2. Maintenance Technician					
	3. Arena/Parks Attendant					
3	1. Receptionist	\$24.96	\$25.64	\$26.38	\$27.14	\$27.91
2	1. Custodian	\$22.31	\$22.93	\$23.59	\$24.26	\$24.97
1*	1. Desk Attendant Pool & Fitness Centre					
	2. Crossing Guard					
	3. Life Guard					
	4. Temporary Arena/Parks Attendant					
	5. Temporary Cemetery Worker					
	6. Temporary Equipment Operator/Labourer					
	7. Part Time Court Reporter					
	8. Aqua Fitness/Cardio Program Instructor					

* The Wage rates for Group "1" are set out in the applicable Letter of Understanding

** Employees receiving a wage rate in excess of the amount specified on the Grid shall be red-circled and paid at their applicable red-circled rate

LETTER OF UNDERSTANDING**BETWEEN:**

**THE CORPORATION OF THE CITY OF TEMISKAMING SHORES
(hereinafter referred to as "the Employer")**

-and-

**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 5014
(hereinafter referred to as "the Union")**

RE: TEMPORARY-EMPLOYEES – ARTICLE 5





The Employer and the Union confirm the following mutual understanding:

1. The continuous employment, seniority and termination rights of a Temporary Employee shall be governed by this Letter of Understanding rather than the relevant provisions of the Collective Agreement;
2. For the purposes of this Letter of Understanding, and except as otherwise specified in Paragraph #6 below, Temporary Employee shall mean an employee who is normally hired to work for a period no longer than seven (7) consecutive months in the service of the Employer and shall specifically include, without limitation:
 - a) cemetery caretakers;
 - b) arena/parks attendants; and,
 - c) equipment operators/labourers.
3. Except as otherwise provided in this Letter of Understanding, a Temporary Employee shall not establish continuous employment or accrue any seniority rights, except when such an employee remains in the employment of the Employer for a period of more than seven (7) consecutive months. If the Temporary Employee remains in the employment of the Employer for more than seven (7) consecutive months, then, the Temporary Employee shall automatically qualify as a regular bargaining unit employee. For such an employee, his or her seniority shall then be established from his or her last date of continuous service with the Employer;




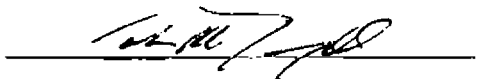
4. All Temporary Employees employed by the Employer in two (2) or more successive years shall be placed on a Temporary Seniority List and shall be given preference for subsequent rehire for temporary work provided that the Temporary Employee has, in the opinion of the Employer, the necessary skill, ability and satisfactory work performance record to perform the subject temporary work. Further, a Temporary Employee on the Temporary Seniority List will also be given preference for a vacant non-temporary position, provided that no Permanent Employee successfully posts for the vacancy and further provided that the subject Temporary Employee has, in the opinion of the Employer, the necessary skill, ability and satisfactory work performance record to perform the subject work;
5. The employment of a Temporary Employee may be terminated at any time, at the sole discretion of the Employer, for any non-discriminatory reason, during the specified period of hire or during the first seven (7) consecutive months of employment;
6. Notwithstanding the foregoing, the Parties agree that a Temporary Employee hired as a result of a pregnancy or parental leave shall be governed by this Letter of Understanding for the first eighteen (18) months of employment;
7. Temporary Employees shall not be entitled to any benefits and shall not accrue any seniority except as set out in this Letter of Understanding; and,
8. If a Temporary Employee is subsequently hired on a regular full time employment basis, then, he or she shall be credited with seniority calculated in accordance with the Letter of Understanding on Calculation of Seniority.

DATED this 31 day of January, 2024.

FOR THE EMPLOYER:

FOR THE UNION:

LETTER OF UNDERSTANDING

BETWEEN:

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES
(hereinafter referred to as "the Employer")

-and-

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 5014
(hereinafter referred to as "the Union")


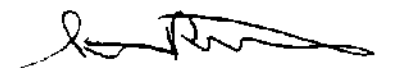



RE: ARTICLE 17 – CALCULATION OF HOLIDAY PAY FOR PUBLIC WORKS
EMPLOYEES WORKING FOUR (4) TEN HOUR SHIFTS - ARTICLE 17.03 a)

The Employer and the Union confirm the following mutual understanding:

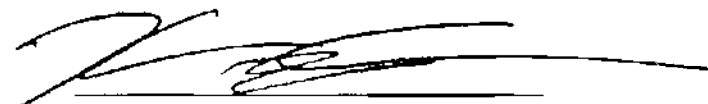


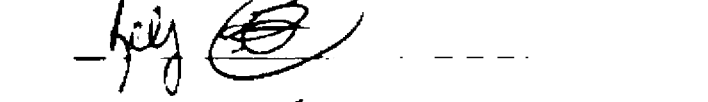

1. Notwithstanding the calculation of Holiday Pay otherwise applicable as set forth in Article 17.03 a) of the Collective Agreement, the Parties agree that a Full Time Permanent Employee in Public Works who is scheduled for four (4) ten hour shifts shall receive holiday pay calculated on the basis of a ten (10) hour day where the subject Holiday occurs while the applicable employee is working a four (4) ten hour shift schedule.

DATED this 31 day of January, 2024.

FOR THE EMPLOYER:

FOR THE UNION:

LETTER OF UNDERSTANDING**BETWEEN:**

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES
(hereinafter referred to as "the Employer")

-and-

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 5014
(hereinafter referred to as "the Union")

RE: ARTICLE 21 – CLASSIFICATIONS, WAGE RATES AND WAGE ADJUSTMENTS

The Employer and the Union confirm the following mutual understanding:

1. Notwithstanding the provisions of Article 21 the wage rates and wage adjustments applicable to Appendix 2 Group "1" shall be governed by this Letter of Understanding.
2. Employees in Group "1" will not be placed on the Wage Grid and are not subject to the five (5) Steps there under.
3. The following wage rates shall apply effective the first full pay period commencing on January 1, 2024.
 - Desk Attendant Pool & Fitness Centre - Minimum wage
 - Crossing Guard -\$17.42/hr
 - Lifeguard -\$18.46/hr
 - Aqua Fitness/Cardio Rehab Program Instructor - \$19.50/hr
 - Temporary Arena/Parks Attendant – \$24.27/hr
 - Temporary Cemetery Worker – \$24.27/hr
 - Temporary Equipment Operator/Labourer -\$24.27/hr
 - Part Time Court Reporter – \$27.18/hr

4. The following wage rates shall apply effective the first full pay period commencing on or after January 1, 2025.

- Desk Attendant Pool & Fitness Centre - Minimum wage
- Crossing Guard – \$18.12/hr
- Lifeguard - \$19.19/hr
- Aqua Fitness/Cardio Rehab Program Instructor - \$20.28/hr
- Temporary Arena/Parks Attendant – \$25.24/hr
- Temporary Cemetery Worker - \$25.24/hr
- Temporary Equipment Operator/Labourer - \$25.24/hr
- Part Time Court Reporter – \$28.26/hr

5. The following wage rates shall apply effective the first full pay period commencing on or after January 1, 2026.

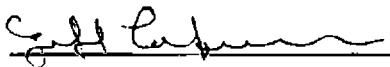
- Desk Attendant Pool & Fitness Centre - Minimum wage
- Crossing Guard - \$18.57/hr
- Lifeguard - \$19.67/hr
- Aqua Fitness/Cardio Rehab Program Instructor - \$20.79/hr
- Temporary Arena/Parks Attendant - \$25.88/hr
- Temporary Cemetery Worker - \$25.88/hr
- Temporary Equipment Operator/Labourer - \$25.88/hr
- Part Time Court Reporter – \$28.97/hr

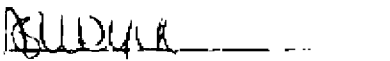
6. The following wage rates shall apply effective the first full pay period commencing on or after January 1, 2027.

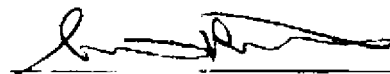
- Desk Attendant Pool & Fitness Centre - Minimum wage
- Crossing Guard - \$18.94/hr
- Lifeguard - \$20.06/hr
- Aqua Fitness/Cardio Rehab Program Instructor - \$21.21/hr
- Temporary Arena/Parks Attendant - \$26.39/hr
- Temporary Cemetery Worker - \$26.39/hr
- Temporary Equipment Operator/Labourer - \$26.39/hr
- Part Time Court Reporter – \$29.55/hr

DATED this 31 day of January, 2024.

FOR THE EMPLOYER:

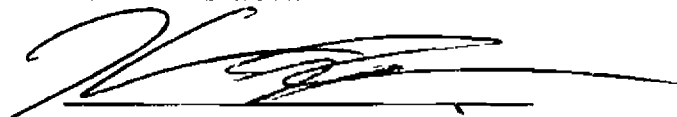








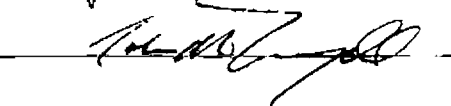
FOR THE UNION:











LETTER OF UNDERSTANDING

BETWEEN:

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES
(hereinafter referred to as "the Employer")

-and-

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 5014
(hereinafter referred to as "the Union")



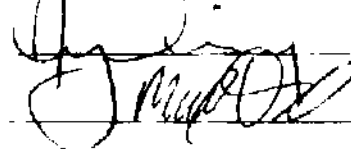
RE: CALCULATION OF SENIORITY IN THE EVENT OF TRANSFER FROM
TEMPORARY OR PART TIME STATUS TO REGULAR FULL TIME STATUS

The Employer and the Union confirm the following mutual understanding:


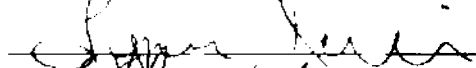
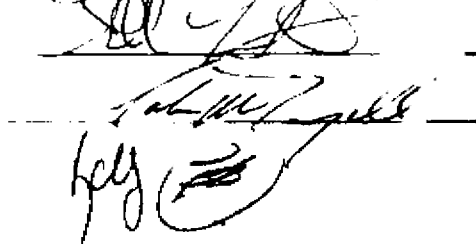
1. Where a temporary or part time employee is subsequently employed in a regular full time position, the seniority calculation shall be based on the annual regular full time hours of the full time position in question;
2. For conversion purposes the actual hours worked in the bargaining unit as a temporary or part time employee shall be divided by the number of annual regular full time hours of the full time position in question; and,
3. The foregoing calculation shall pertain with respect to: the definition of seniority in Article 12.01; the calculation of vacation entitlement under Article 18.04; and, the calculation of seniority of a temporary employee in accordance with the Letter of Understanding re: Temporary Employees.

DATED this 31 day of January, 2024

FOR THE EMPLOYER:

FOR THE UNION:

APPENDIX 3

Group Benefit Plan

Temiskaming Shores - Municipal Employees