

# **AGREEMENT**

Between

**THE CORPORATION OF THE  
TOWN OF MARATHON**

And

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

OCTOBER 1, 2023 TO SEPTEMBER 30, 2026

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# COLLECTIVE AGREEMENT

BETWEEN

THE CORPORATION OF THE TOWN OF MARATHON  
(hereinafter referred to as the "EMPLOYER")

OF THE FIRST PART

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL UNION 87  
(Hereinafter referred to as the "UNION")

OF THE SECOND PART

## **ARTICLE 1 - PURPOSE**

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

## **ARTICLE 2 - MANAGEMENT RIGHTS**

- 2.01 The Union acknowledges that it is the exclusive function of the Employer to hire, rehire, promote, demote, lay off, recall, transfer, classify and to suspend, discipline or discharge any Employee for just cause. The rights reserved to management herein are subject to established rules and regulations subject to the terms and conditions of the Agreement.

## **ARTICLE 3 - BARGAINING UNIT**

- 3.01 The Employer recognizes the Canadian Union of Public Employees, Local Union 87 as the sole and exclusive bargaining agent for all of its Employees of the Works & Operations Department and the Airport save and except supervisor, those above the rank of supervisor, persons regularly employed as students.
- 3.02 Management personnel of the Employer will not normally perform duties assigned to those Employees who are covered by this Agreement except for purposes of instruction, or when regular Employees are not available.
- 3.03 No Employee shall make any written or verbal agreement with the Employer or its representatives which conflicts with the terms of this Collective Agreement.
- 3.04 Temporary Employee is an Employee who is hired to carry out a short term job and which requires him to work the standard eight (8) hour day, forty (40) hour

week. Temporary Employees will be paid no less than the minimum rate for the position. A temporary Employee shall become permanent after twelve (12) months of continuous employment.

Such temporary Employees shall not accrue seniority but if a temporary Employee is hired as a permanent full-time Employee, his seniority shall date from his first day of employment provided he has worked a period of thirty (30) consecutive working days which shall be considered as part of his probationary period. Upon completion of the temporary assignment, temporary Employees will be terminated.

Temporary Employees shall not be paid fringe benefits of any kind except as specified. The Employer also agrees to check off union dues for all temporary Employees as per Clause 6.01 and 6.02.

3.05 "Permanent Full-Time Employee" is an Employee who works forty (40) hours per week on a regular basis and whose length of appointment is indefinite and who has completed his probationary period.

#### **ARTICLE 4 - DISCRIMINATION**

##### **4.01 No Discrimination**

Each of the parties hereto agrees that there will be no discrimination, interference, restraint or coercion exercised or practised by either of them or by any of their representatives or members because of race, creed, colour, age, sex, sexual orientation, marital status, nationality, ancestry, place of residence, or place of origin or such person or employee or because of an employee's membership or non-membership in any trade union or association or because of his activity or non-activity in the Union. The parties agree to comply with the provisions of the Ontario Human Rights Code.

#### **ARTICLE 5 - RELATIONSHIP**

##### **5.01 Union Membership**

All Employees hired shall as a condition of continued employment, become and remain members in good standing with the Union.

##### **5.02 Prohibition of Union Activities**

The Union agrees that neither it, or its officers, agents, representatives and members will engage in union activities on Employer time except as authorized by this Agreement.

### 5.03 Contact Information

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

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

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

## **ARTICLE 6 - CHECK OFF OF UNION DUES OR THEIR EQUIVALENT**

### 6.01 Deduction of Union Dues

Subject to the current provisions of the Labour Relations Act, Union dues or other assessments levied in accordance with the Union Constitution and By-laws will be deducted from the wages of each Employee in the unit affected by the Collective Agreement, whether or not the Employee signs an authorization card.

### 6.02 Deductions

Deductions shall be made monthly and shall be forwarded to the Secretary-Treasurer of the Local Union, not later than the 15<sup>th</sup> of the following month, accompanied by a list of names of all Employees from whose wages the deductions have been made. Newly hired, terminated, laid off and recalled Employees will be identified on such a list. The Union shall save the Employer harmless with respect to all dues or the equivalent thereof so deducted and remitted and with respect to any liability which the Employer might incur as a result of such deductions.

## **ARTICLE 7 - NEW EMPLOYEES**

### 7.01 New Employees

The Employer agrees to inform new Employees of the Union Membership requirement and dues check-off. The Steward or representative will provide him with a copy of the Collective Agreement.

The representative designated by the Union will be given an opportunity to meet privately with each new employee during the first month of employment to acquaint them with the structure, benefits, and duties of union membership. A maximum of 15 minutes will be allowed for this purpose within regular working hours and without loss of pay for either employee.

#### 7.02 Dues Receipts

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

### **ARTICLE 8 - LABOUR MANAGEMENT/NEGOTIATIONS/STEWARDS**

#### 8.01 Bargaining Committee

A bargaining committee shall be appointed and consist of not more than three members of the Employer, and not more than three members of the Union, including the CUPE National Representative. The parties will advise the other in writing of the names of those elected or appointed to the Bargaining Committee. It is the function of the bargaining committee to negotiate the provisions of the collective agreement on behalf of the employees.

In the event either party wishes to call a bargaining meeting, the meeting shall be held at a time and place fixed by mutual agreement to suit both parties.

#### 8.02 Union Officers and Stewards

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

#### 8.03 Time Off for Meetings

The Union members, who are in the employ of the Employer, shall have the right to attend negotiation meetings between the Employer and the Union held within working hours without loss of remuneration. If such meetings are held outside of working hours, no remuneration shall be paid by the Employer.

#### 8.04 Labour-Management Committee

On request of either party, a Labour-Management Committee made up of an equal number of representatives from the Employer and Union shall meet every

two (2) months on the second Tuesday of the month for the purpose of discussing issues relating to the workplace, including maintaining job descriptions and requirements for elevation, etc., which affect the parties already bound by this agreement.

## **ARTICLE 9 - GRIEVANCE PROCEDURE**

### **9.01 Definition of Grievance**

A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement.

### **9.02 Union Grievance Committee**

The Employer will recognize a Union Grievance Committee consisting of two (2) stewards. Each steward representative shall be a permanent, full-time Employee of the Employer. The Union will inform the Employer in writing of the names of the two (2) stewards, one of whom shall be the Lead Steward.

### **9.03 Permission to Leave Work**

The Union acknowledges that the Lead Steward or his designate will continue to perform his regular duties on behalf of the Employer, and that he will not leave his regular duties without first obtaining permission from his Supervisor and on resuming duties he will report to his Supervisor.

### **9.04 Settling of Grievances**

#### **STEP 1**

An Employee having a grievance shall be accompanied by the Lead Steward or designate and submit the grievance in writing to the Manager within five (5) working days of the occurrence of the event giving rise to the grievance and will seek to settle the dispute with the Manager. The Manager shall render his decision within five (5) working days.

#### **STEP 2**

Failing satisfactory settlement being reached at Step 1, the Employee concerned together with the Grievance Committee shall submit the matter to the C.A.O. within five (5) working days thereafter. A meeting will be scheduled with the Grievance Committee and the CUPE National Representative within 5 working days or a date that is mutually agreeable for the parties. The C.A.O. shall render his decision within ten (10) working days after the meeting between the parties has taken place.

### STEP 3

Failing satisfactory settlement being reached at Step 2, the Union may refer the dispute to arbitration within twenty (20) working days thereafter.

#### 9.05 Replies in Writing

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

#### 9.06 Time Limits

Time limits shall be computed by excluding Saturday, Sunday, statutory holidays and Employees' regular days off. Failure of the Employee or the Union to meet the time limits in processing the grievance will cause the grievance to expire. Time limits may be extended by the mutual agreement of the parties, such agreement to be valid only if signed by the C.A.O. or designate and the Employee or the Lead Steward or his designate.

#### 9.07 Policy Grievance

The Union may file a written grievance that the Employer is in violation of the Collective Agreement with respect to a matter affecting the Union itself and which could not be the subject matter of an individual grievance under Article 9 or Clause 11.01 (citing the alleged violation and the relief sought). Such grievance will be processed in the following manner:

### STEP 1

The written grievance shall be submitted to the C.A.O. within five (5) working days of the occurrence of the event giving rise to the grievance or within five (5) working days of the time when the Union ought to have been aware of the event giving rise to the grievance. The C.A.O. shall render his decision within ten (10) working days of receipt of the grievance.

### STEP 2

Failing a satisfactory settlement being reached in Step 1, the Union may refer the dispute to arbitration within twenty (20) working days thereafter.

- 9.08 The grievance procedure established under this Collective Agreement must be exhausted before a grievance can be processed to arbitration. If the difference is not referred to arbitration within the said twenty (20) working days period it shall be conclusively deemed to have been finally abandoned.

## 9.09 Mediation

By mutual consent, the parties may agree to use the services of a mediator any time during the grievance procedure. If the use of a mediator is agreed to the parties shall extend timelines to allow for the mediation process. The parties agree to share the costs of the mediation

## **ARTICLE 10 - ARBITRATION**

### 10.01 Composition of Board of Arbitration

When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail, email or fax, addressed to the other party of the Agreement, indicating the name and address of its nominee on an arbitration board. Within five (5) days thereafter, the other party shall answer by registered mail, email or fax, indicating the name and address of its nominee to the arbitration board. The two (2) nominees shall then meet to select an impartial Chairman.

### 10.02 Failure to Appoint

If the party receiving the notice fails to appoint a nominee, or if the two (2) nominees fail to agree upon a Chairman within seven (7) days of their appointment, the appointment shall be made by the Minister of Labour upon request of either party.

### 10.03 Board Procedure

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

10.04 The Union and the Employer may agree upon a sole arbitrator to hear the difference instead of a Board of Arbitration and if agreement is forthcoming, all other provisions contained in Article 10 shall continue to apply.

### 10.05 Disagreement on Decision

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

#### 10.06 Witnesses

At any stage of the grievance procedure, including arbitration, the parties may have the assistance of the Employee or Employees concerned as witnesses and any other necessary witnesses, and all reasonable arrangements will be made to permit the conferring parties or the arbitrator to have access to any part of the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

#### 10.07 Payment for Board of Arbitration or Single Arbitrator

Each of the parties hereto shall bear the expense of the nominee appointed by it, and the parties shall bear equally the expense of the Chairman. If a sole arbitrator is used the fees and expenses shall be shared equally. In addition, any cost of the place of hearing of such arbitration shall be shared.

### **ARTICLE 11 - DISCHARGE GRIEVANCES**

#### 11.01 Discharge and Suspension Procedure

The Employer may discharge or suspend an Employee for just cause, a meeting will be held providing written reasons to both the Employee and the Union. An Employee who believes he has been unjustly suspended may file a written grievance with the C.A.O. at step 2 of the grievance procedure. If not resolved, the grievance will proceed to Step 3 of Clause 9.04.

A discharge or suspension grievance may be settled by the parties in the following manner:

- (a) Confirming the discharge or suspension of the Employee; or
- (b) Reinstating the Employee without loss of seniority rating and with full compensation for time lost; or
- (c) Making any other arrangement as the parties deem just and reasonable.

11.02 Subject to the provisions of Clause 11.01 above, if a discharge or suspension grievance goes to arbitration, the Board of Arbitration may:

- (a) Confirm the dismissal or suspension of the Employee; or
- (b) Reinstatement the Employee without loss of seniority rating and with full compensation for time lost; or

- (c) Subject to the provisions of Clause 11.01 make any arrangement as the Arbitration Board deems just and reasonable.

11.03 Whenever the Employer delivers a written reprimand to any Employee, the Employer shall send a copy of the written reprimand to the Lead Steward of the Union within five (5) days.

11.04 Employer Grievances

It is understood that the Employer may bring forward at a meeting held with the Union Committee a complaint with respect to the violation of the Collective Agreement which may affect the Employer. If such complaint is not settled to the mutual satisfaction of the conferring parties it may be treated as a grievance and reduced to writing, and the written grievance sent to the Lead Steward of the Union or to his designated representative and the CUPE National Representative.

Such written grievance must be sent within five (5) working days from the date on which the cause of the grievance arose or within five (5) working days from the time the Employer should have known of the occurrence of the event upon which the grievance is based.

If such complaint is not settled to the satisfaction of the Employer, the Lead Steward of the Union or his designated representative shall within ten (10) working days after the mailing or delivery of the written grievance by the Employer give a reply in writing to the Employer. If the written reply has not settled the grievance to the satisfaction of the Employer, the Employer may within twenty (20) working days after the receipt of the reply refer the grievance to arbitration in accordance with Article 10 of this Agreement.

Unless otherwise agreed to in writing, the Employer shall comply with the time limits set out in this clause respecting any Employer grievance, otherwise the grievance shall be deemed to have been abandoned.

**ARTICLE 12 - SENIORITY AND PROBATIONARY PERIOD**

12.01 Seniority is defined as the length of continuous service as a permanent full-time Employee within the bargaining unit.

12.02 Seniority Lists

The Employer will post and furnish the Lead Steward with a copy of a list of permanent, full-time Employees showing their seniority based on their length of service from the date of commencement of the last continuous period of employment and revised copies will be posted and supplied in the month of

January each year. No objection may be taken by the Union or the Employee unless notice of objection is given by the Union or the Employee to the Employer within one (1) month after the Lead Steward has been furnished with the seniority list in which the item first appeared.

#### 12.03 Probation for Newly Hired Permanent Full-Time Employee

A newly hired permanent, full-time Employee shall be on probation only for the first ninety (90) calendar days of his employment. During the probationary period the Employee shall be entitled to all the rights and benefits of this Agreement, except that the lay-off or termination of a probationary Employee may not be made the subject of a grievance. After completion of the probationary period, seniority shall be effective from the original date of appointment.

#### 12.04 Loss of Seniority and Termination of Employment

Continuity of service shall be considered broken and employment terminated when:

- (a) An Employee quits or is discharged (and the discharge is not reversed through the Grievance or Arbitration Procedure);
- (b) An Employee unjustifiably fails to report to work at the termination of a leave of absence or within one (1) week after being recalled to work;
- (c) An Employee is absent for more than twenty-four (24) months because of layoff or physical disability, subject to the provisions of the Ontario Human Rights Code, or both.

#### 12.05 Absence without Leave

When an Employee is absent from work without permission from the Supervisor, a system of warning slips will be issued and progressive discipline will be used.

### **ARTICLE 13 - PROMOTIONS AND STAFF CHANGES**

13.01 When a new position is created, or when a vacancy occurs, the Employer shall immediately notify the Union in writing. A new position shall be posted on all bulletin boards for a minimum of one (1) week. If a vacancy is to be filled, it shall be posted in the same manner.

#### 13.02 Temporary Vacancies

In all cases of temporary vacancies, bargaining unit employees shall be given the opportunity to fill the temporary vacancy. In selecting employees for a job

opening, appointment will be made of the most senior qualified applicant, the qualifications to be reasonable and set out in the job description. Upon completion of the period of work in the temporary vacancy, the employee shall be returned to their former position and appropriate rate of pay.

If no qualified bargaining unit employees are qualified or available, the Employer may post externally. If the temporary vacancy is filled by an external applicant, they will be terminated when the permanent full-time incumbent returns to their position. In the event that the permanent full-time incumbent is unable to return to their position due to permanent disability, termination or resignation, the position will be posted as a permanent full-time vacancy.

13.03 The notice shall contain the position title, the qualifications required, and the wage range.

13.04 Outside Applications

No outside applications will be considered for any vacancy until the applications of present Union members have been fully processed.

13.05 Seniority Factors

The Employer and the Union agree that in the case of transfers and promotions, other than promotions to positions outside of the bargaining unit, appointment will be made of the applicant with the greatest seniority and having the required qualifications in accordance with Clause 13.03

13.06 Trial Period

A successful applicant shall be placed on trial for a period of sixty (60) working days. If he is found to be satisfactory by the Employer, the Employee shall be declared permanent after the period of sixty (60) working days. In the event the Employee proves unsatisfactory in the position during the trial period, or if the Employee finds himself unable to perform the duties of the new job classification, he shall be returned to his former position, wage or salary rate, without loss of seniority. Any other Employee promoted or transferred because of the rearrangement of positions shall also be returned to his former position, wage or salary rate, without loss of seniority and subject to the other provisions relating to seniority, lay-off and recall.

13.07 The Lead Steward shall be notified by the Employer of all hirings, lay-offs, transfers, recalls, reclassifications and terminations of employment and a copy posted on all bulletin boards.

## **ARTICLE 14 - LAY-OFFS AND RECALLS**

### **14.01 Role of Seniority in Lay-Offs**

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

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

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

### **14.04 Notice of Lay-off**

- (a) The Employer agrees to give notice of lay-off to Employees in accordance with the terms of The Employment Standards Act of Ontario.
- (b) A permanent, full-time Employee who is subject to layoff shall have the right to accept the layoff or displace an Employee who has lesser seniority in an equal or lower paying position, provided he has the skills and qualifications as set out in the job description to perform the required work. The Employee's decision shall be given, in writing, to the designated Employer representative within five (5) working days (excluding Saturday, Sunday and Holidays) following the notification of layoff. Employees failing to do so will be deemed to have accepted the layoff.

### **14.05 Grievance on Lay-Offs and Recalls**

Will start at Step 1 of the Grievance Procedure.

## **ARTICLE 15 - HOURS OF WORK**

15.01 a) The hours of work shall be eight (8) hours per day, normally from 7:00 a.m. to 3:30 p.m. with a one-half (½) hour unpaid lunch break, Monday to Friday inclusive, in the Works and Operations Department.

### **Shift Rotations November to April**

- b) Notwithstanding the first paragraph above, for a period of twenty (20) weeks in the winter, one (1) Operator may be scheduled on a weekly rotation Monday to Friday inclusive on morning shift from 4:00 a.m. to

12:30 p.m. The 4:00 a.m. to 12:30 p.m. shift shall start on a Monday and end on a Friday and is triggered with twenty-four (24) hours notice being given prior to the start of the Monday shift.

For efficiency in scheduling work and following mutual agreement with Union representatives, these normal hours may be varied in exceptional cases.

Employees must inform the Public Works Supervisor annually by December 15<sup>th</sup> if they will work an eight (8) or (10) hour shift for the following year.

One operator shall be scheduled for weekend winter coverage based on their chosen eight (8) or ten (10) hours shift. They will be responsible for covering 2 weekend shifts during the period of November to April.

Eight (8) hour shifts will follow the hours outlined in 15.01 a).

Ten (10) hour shifts start 6:30 a.m. to 5:00 p.m. with a one-half (1/2) hour unpaid lunch break.

- c) Summer rotation will start May to October and will consist of 8 and 10 Hour Shifts.

#### 15.02 Rest Period

Any Employee required to work more than sixteen (16) hours within a twenty-four (24) hour period shall be given one (1) hour off with pay for each hour worked beyond sixteen (16) hours, at his regular straight time rate. This compensating time off will be taken at the starting time of his next regularly scheduled day of work.

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

### **ARTICLE 16 - OVERTIME**

- 16.01 All time worked before or after the regular work day, the regular work week, or on a holiday as set out in Clause 17.01 shall be considered overtime. Note: For the purposes of this Article, the following definitions shall apply:

- a) "Call out" shall be defined as overtime that has not been prearranged;
- b) "Scheduled overtime" shall be defined as overtime for which notification must be given a minimum of fourteen (14) hours in advance;

- c) "Extension of shift" shall be defined as overtime performed as an extension of regular working hours after a shift

#### 16.02 Compensation for Overtime

All hours worked in excess of eight (8) hours per day, Monday through Friday, inclusive, shall be paid at the rate of time and one half of the regular rate, and double time for all hours worked in excess of sixteen (16) hours per day, Monday through Friday.

All hours worked on an Employee's regular unpaid day off shall be paid at the rate of time and one half for the first eight (8) hours worked and double time for all hours worked after the first eight (8) hours, or a minimum of four (4) hours pay, whichever is greater. All hours worked on a Sunday shall be paid at a rate of double time or a minimum of six (6) hours pay, whichever is greater. This article shall exclude weekend duty. The parties agree to time and one-half on Sunday, with a six (6) hour minimum, for special projects (e.g. water pipeline, road construction, airport) provided, however, that the Union must agree in writing, in advance, for each such project.

#### 16.03 Time Off for Meals

An Employee who works a minimum of two (2) hours overtime before his regular scheduled shift will receive a meal voucher and one half (1/2) pay at straight time for a meal break, plus twenty dollars (\$20.00). An Employee who works a minimum of two (2) hours overtime after the end of his/her eight (8) hour shift, shall receive a meal voucher worth twenty dollars (\$20.00) and shall be allowed a one-half (1/2) hour paid meal break at straight time.

An Employee shall be allowed one half (1/2) hour with pay at straight time for a meal break, plus a twenty dollars (\$20.00) meal voucher for every four (4) hours overtime worked, in addition to the two (2) hours of overtime mentioned in the preceding paragraph.

The above provisions shall also apply to call-outs.

- 16.04 Employees who work overtime will not be required to take time off during regular hours to offset overtime work.

#### 16.05 Call-Back Guarantee

- (a) If an Employee before leaving work is asked to perform overtime he shall be paid at a rate of time and one-half if he is asked to return within two (2) hours of quitting time. If the return time is more than two (2) hours after quitting time a call out will be paid at four (4) hours or time and one-half,

whichever is greater.

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

When an Employee is called out on a Sunday he shall be paid at a rate of double time or a minimum of six (6) hours, whichever is greater, for each call out.

With respect to call outs for the purpose of snow removal (including airport), an Employee may be requested to operate more than one piece of snow removal equipment, e.g., grader, loader, trackless and sander.

- (b) If an Employee is performing a task that is not completed before the end of the regular shift and the employer requires that the task be completed immediately on overtime, that Employee will be given the first opportunity to be asked to complete the task. If the extension of shift is greater than or equal to two (2) hours, it will be classified as a call out and recorded as such. If the extension of shift is less than two (2) hours, it will not be considered a call out.

#### 16.06 Sharing of Overtime

Overtime and call back time opportunities shall, as far as practicable, be evenly distributed among those permanent, full-time Employees who, in the opinion of the Employer, are capable of performing the work that is required. If a permanent, full-time Employee is requested to work overtime and declines to do so with valid reason, such time will be recorded in the same manner as if he had worked. The Employer shall post once each month a list of all overtime worked on the bulletin board located in the shop.

It is agreed that it is the function of the Employer to determine when overtime is necessary and to schedule overtime work. Nothing in this Article shall be construed as a guarantee of hours of work per day or per week.

#### 16.07 Out of Town Work

An Employee who works out of town will be compensated for meals and travel allowance in accordance with the policy pertaining to travel for all Municipal Employees.

16.08 Time in lieu build-up will be allowed, equivalent to hours earned to a maximum of eighty (80) hours in a calendar year. This time will be taken at the mutual consent of Employee and Supervisor. All time owing will be paid or taken as time in lieu before December 31<sup>st</sup> each year. Any time in lieu not taken by December 31<sup>st</sup> will be paid out by the following January 31<sup>st</sup>.

16.09 Shift differential for morning shift (4:00 a.m. to 7:00 a.m.) shall be \$1.25 per hour, which is based on an eight (8) hour shift 4:00 a.m. to 12:30 p.m. Employees working a ten (10) hour shift starting at (4:00 a.m. to 6:30 a.m.) shall be \$1.25 per hour.

Weekend shifts during the "20 Winter Week Coverage" will receive \$1.25 per hour when the regular shift of eight (8) hours or ten (10) hours are scheduled on Saturday and Sunday.

## **ARTICLE 17 - HOLIDAYS**

17.01 The following days shall be recognized as statutory holidays with pay for all permanent, full-time Employees:

New Year's Day	Good Friday	Victoria Day	Canada Day
Civic Holiday	Labour Day	Thanksgiving Day	Christmas Day
Boxing Day	Truth and Reconciliation Day		

### **17.02 Floating Holidays**

Permanent full-time Employees shall receive seven (7) floating holidays which shall be taken within the current calendar year at a time mutually agreed upon between the Employee and the Works & Operations Manager, which shall be earned, while working, as follows: two (2) days after the first two (2) months of continuous service in a calendar year and one (1) day after every two (2) months of continuous service in a calendar year thereafter.

### **17.03 Compensation for Holidays on Saturday or Sunday**

a) When any of the above noted holidays as listed in Clause 17.01 fall on an Employee's regular unpaid day off, the Employee's next regular work day(s) shall be deemed to be the holiday for the purpose of this Agreement.

b) For employees who work Monday through Friday, when any of the recognized holidays falls on Saturday or Sunday, the Employer shall deem the days to be taken before or after the weekend.

17.04 A temporary Employee will receive public holiday pay in accordance with the Employment Standards Act for public holidays.

### 17.05 Work on Statutory Holiday

Where the Employer requires an Employee to work during his scheduled statutory holiday, such Employee will be compensated at time and one half for time worked with a minimum of four (4) hours, plus one lieu day with pay for the holiday. After eight (8) hours worked double time will be paid. Notwithstanding Clause 17.03, the actual date of the statutory holiday will be deemed to be the holiday for the purposes of this Clause.

## **ARTICLE 18 - VACATIONS**

### 18.01 Length of Vacation

A permanent, full-time Employee shall receive an annual vacation with pay in accordance with his years of continuous service as follows:

After 1 full year of continuous service	15 working days
After 7 full years of continuous service	20 working days
After 14 full years of continuous service	25 working days
After 21 full years of continuous service	30 working days
After 28 full years of continuous service	35 working days

When an Employee with twenty (20) continuous years of service reaches the age of sixty (60), he will be granted one (1) additional week's vacation with pay per vacation year in addition to those earned above; when an Employee with twenty-one (21) continuous years of service reaches the age of sixty-one (61), he will be granted a second additional week's vacation with pay.

All current employees, employed prior to October 1, 2014 will continue to be entitled all vacation as stated above.

New employees hired after October 1, 2014 will not be entitled to an extra week of vacation once they have twenty-one (21) continuous years of service and have reached the age of 61.

Permanent, full-time Employees with less than one (1) full continuous year of employment shall earn vacation at 1.25 days for each month worked. Temporary Employees shall receive vacation pay on each cheque in accordance with the Employment Standards Act.

### 18.02 Compensation for Holidays Falling within Vacation Schedule

If one of the holidays listed in Clause 17.01 occurs during an Employee's vacation period, the Employee will receive an additional day off with pay at a date mutually agreeable to the Employer and the Employee.

18.03 If an Employee becomes ill during his vacation period and is hospitalized as a result of such illness, and presents to the Employer confirmation of such hospitalization, all such time spent in hospital shall be considered sick leave, in which case the period of hospitalization will be rescheduled as a vacation period at a later date mutually agreeable to the Employer and the Employee.

18.04 Vacation Pay on Termination

A permanent, full-time Employee who has completed at least one full year of continuous service and who terminates employment or retires at any time in the vacation year, prior to using his vacation, shall be entitled to the pro-rated payment of salary or wages in lieu of such vacation. Temporary Employees will be paid vacation pay in accordance with The Employment Standards Act of Ontario.

18.05 Vacation Carry-Over

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

18.06 Overtime Vacation Rate

When the Employer requires an Employee to work during his scheduled vacation period, such Employees will be compensated as follows: Time and one half for time worked with a minimum of four (4) hours plus one (1) lieu day with pay. After eight (8) hours worked the Employee shall be paid double time.

An Employee last day of vacation will be regarded as 8 hours worked, any overtime that may occur, would be paid at overtime rates as per Article 16 Overtime.

18.07 Vacation Schedules

Employees shall make submissions of preferred vacation periods on a rotating basis by seniority prior to April 1<sup>st</sup> in each year. The submissions will be rotated among Employees two times. In each submission an Employee shall choose one period of vacation ranging from five (5) working days to fifteen (15) working days. After the second round of submissions vacation requests can be submitted on a first come/first serve basis.

18.08 Vacation Year

An Employee with more than one (1) year of continuous service may request to take his vacation at any time during the calendar year. Employees will not be required to work during scheduled vacation periods unless in cases of emergency, or when there are no other Employees available to do the work.

## **ARTICLE 19 - SICK LEAVE PROVISIONS**

### **19.01 Sick Leave Defined**

Sick leave means the period of time when a permanent, full-time Employee is permitted to be absent from work with full pay due to examination or treatment by a physician or a dentist, sickness or accident rendering him unable to perform his regular duties as an Employee and not compensable under the Workplace Safety and Insurance Act.

### **19.02 Amount of Paid Sick Leave**

A permanent full-time Employee shall be entitled to sick leave at the rate of one and one-half (1 1/2) days per month for each month worked, up to a maximum of eighteen (18) days per calendar year, which shall not accumulate beyond the calendar year in which it was earned. At the end of the calendar year, any unused sick leave shall be paid out at the rate of fifty percent (50%) by January 31<sup>st</sup> of the following year (this payment shall be made separately from the regular payroll).

If any insurance plan provides for the payment of a portion of an Employee's salary as sick leave benefits, and as long as an Employee has existing sick leave credits, the Employer shall pay the difference between the sick leave benefits and the Employee's regular pay. The portion paid by the Employer shall be calculated so as to represent a percentage of a day, and the percentage of the day so calculated shall be deducted from the credits earned. In order that an Employee not suffer monetary hardship during his illness, in the case of either short- or long-term disability, the employer will continue to pay the Employee his regular wages up to a maximum of one hundred and sixty (160) hours. Once the Employee has received payment from the insurance company such payment will be signed over to the employer as reimbursement of wages paid.

In the event of death, the Employer shall pay out any unused sick leave at the rate of fifty percent (50%) to the estate of the Employee.

The Union or Employee has thirty (30) days to dispute the number of sick days accrued to his credit, upon receipt of notice.

19.03 An Employee will not be entitled to sick leave during a period of layoff or leave of absence without pay or during a vacation period or on a holiday except as provided in Clause 18.03.

#### 19.04 Proof of Illness

When an Employee is absent due to illness for three (3) consecutive days, he shall be required to produce a medical certificate from a recognized physician to qualify to receive payment.

#### 19.05 Sick Leave Records

Immediately after the close of each calendar year, the Employer shall advise each Employee in writing of the amount of sick leave accrued to his credit.

19.06 Modified duty will be arranged for the Employee, with the approval of the Physician, whenever possible.

#### 19.07 Family Illness

An Employee shall be entitled, after notifying his supervisor, to use a maximum of five (5) days of accumulated sick leave days per year to care for a family member who is ill. Family member shall be defined as a spouse, child, parent or parent-in-law or child in care of the Employee.

### **ARTICLE 20 - LEAVE OF ABSENCE**

#### 20.01 Grievance Pay Provisions

Up to two (2) representatives of the Union who are Employees of the Employer shall not suffer any loss of pay or benefits for time spent in the investigation of grievances up to and including Step 4 of the grievance procedure.

#### 20.02 Union Functions

The Employer will grant a leave of absence with pay to one (1) Employee at a time, selected or appointed by the Union to attend Union functions provided that the number of days in total in one (1) year does not exceed twenty (20) working days off. The Employee requesting leave of absence pursuant to this Clause shall endeavour to submit the written request at least one (1) month prior to the commencement of the requested leave of absence. The local will forward written confirmation to the Employer of the leave dates. The Employer will endeavour to give a written reply to the request within three (3) working days of the Employee's request to the Supervisor. It is agreed that the Employer will bill the Union for this time.

#### 20.03 Compassionate Leave

(a) In the event of death of an Employee's spouse (including same sex or common-

law spouse), child, stepchild, parent, step-parent, sister, step-sister, brother, step-brother, grandparent, step-grandparent, grandchild or step-grandchild, the Employee shall be entitled to leave of absence without loss of pay for five (5) working days.

- (b) In the event of death of an Employee's mother-in-law, father-in-law, son-in-law, daughter-in-law the Employee shall be entitled to leave of absence without loss of pay for three (3) working days.
- (c) In the event of death of an Employee's aunt, uncle, brother-in-law, sister-in-law, or grandparent of spouse the Employee shall be entitled to leave of absence without loss of pay for two (2) working days.
- (d) Where the memorial service/funeral occurs at a locale in excess of five hundred (500) kilometres, such leave shall be extended one (1) working day with pay for travelling time. Additional days without pay may be granted. The Employee shall be paid for scheduled hours during the leave, which he/she otherwise would have worked. This day cannot be used to extend a leave beyond five (5) working days.
- (e) Where an Employee is qualified to receive compassionate leave with pay or any other approved leave with pay during his or her period of vacation, there shall be no deduction from vacation credits for such absence. The days of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date mutually agreed upon with the Supervisor.
- (f) An Employee may elect to defer one (1) day of bereavement leave for up to six (6) months to be used for attendance at the actual interment.

#### 20.04 General Leave

The Employer may grant a leave of absence without pay to Employees, subject to Employer policy. When applying for a leave of absence, an Employee shall specify the duration of the leave being requested including the date of return to work.

#### 20.05 Paid Jury Duty or Court Witness Leave

Upon presentation of a voucher from the Clerk of the Court showing fees received from serving on jury duty, answering jury roll call or as a subpoenaed witness, a permanent, full-time Employee will be paid the difference between such fees received and normal wages for regular straight time eight (8) hour working days, falling within the normal work week which the Employee would have worked had it not been for this purpose.

## 20.06 Education Leave

If required by the Employer, an Employee shall be entitled to a leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade his employment qualification; if not required by the Employer, an Employee may be granted a leave of absence without pay and without loss of seniority and benefits to write examinations to upgrade his employment qualifications.

## **ARTICLE 21 - PAYMENT OF WAGES AND ALLOWANCES**

### 21.01 Pay Days

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

### 21.02 Rate of Pay on Higher Rated Job

Any Employee who performs work in a higher classification of pay for a minimum of two (2) continuous hours, shall be paid the higher rate for the actual hours worked. Employees of any classification shall be required to perform any duties assigned to him whether it be a lower or higher range.

### 21.03 Transfer at Request of Employee

If an Employee at his own request or to avoid being laid off is transferred to another classification, the Employee shall immediately be paid the starting rate for the classification to which the Employee is transferred.

### 21.04 Transfer by Employer to Lower Classification

If at the instance of the Employer an Employee is transferred to another classification carrying a rate in a lower range, the Employee shall not suffer thereby a reduction in rate of pay.

## **ARTICLE 22 - EMPLOYEE BENEFITS**

### 22.01 Pension Plan

It shall be a condition of employment for all eligible permanent, full-time Employees to enrol in the OMERS Pension Plan and as of January 1, 2023, all non-full-time employees can choose to enrol in accordance with the terms and conditions of that Plan.

## 22.02 Health and Welfare Plans

The Employer agrees to contribute one hundred percent (100%) of the premium for the following plans for all permanent, full-time Employees (provided that the Employer shall have the right to change such plans from time to time, as long as there is no reduction in the available benefits):

- (i) Life Insurance
- (ii) Supplementary Medical Plan
- (ii) Weekly Indemnity Plan
- (iv) Long-Term Disability
- (v) Basic Dental Plan

The Employer shall offer to all permanent, full-time Employees an allowance of three hundred (\$300.00) per Employee and immediate family member every two (2) years for the purpose of replacement or purchase of eye glasses or contact lenses with receipt. The Employer shall reimburse up to one hundred dollars (\$100.00) every two (2) years per Employee and immediate family member for the cost of the eye examination upon presentation of a receipt showing payment by the Employee for the service.

22.03 The Employer agrees to provide a Town of Marathon Staff Recreation Card to each permanent, full-time Employee and their immediate family, which will provide fifty percent (50%) off on any town recreation charges for all town-owned recreation facilities or programs. Dependents must be under 21 years of age and reside in the same household to qualify.

## **ARTICLE 23 - JOB CLASSIFICATIONS AND RECLASSIFICATIONS**

### 23.01 No Elimination of Present Classification Without Prior Consultation

The Employer agrees that there will be no elimination of classifications within the terms of this Agreement without prior consultation.

23.02 When a new classification (which is covered by the terms of this Collective Agreement) is established by the Employer, the Employer shall determine the rate of pay for such new classifications and notify the Lead Steward of the same. If the local Union challenges the rate, it shall have the right to request a meeting with the Employer to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) working days after the receipt of notice from the Employer of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Employer. If the parties are unable to agree, the dispute concerning the new rate will be dealt with under the grievance and arbitration procedure as provided in the Agreement, within twenty

(20) working days of such meeting. The decision of the Board of Arbitration (or Arbitrator as the case may be) shall be based on the relationship established by comparison with rates for other classifications in the bargaining unit having regard to the requirements of such classification.

The Employer will supply a copy of all the job descriptions outlined in Schedule "A" in Classes 1-6.

## **ARTICLE 24 - SAFETY COMMITTEE**

24.01 Each party agrees to abide by the provisions of The Occupational Health and Safety Act. Every two (2) years, the Union will appoint one (1) of its members and one alternate to represent them on the Joint Health and Safety Committee. An agenda of the items to be discussed will be provided not less than seven (7) days prior to meeting.

The Employer agrees that one (1) hour crew meetings will be held, during regular working hours, once a month. Attendance at such meetings shall be considered time worked. The Employer will pay an hour at straight time. It is agreed that such meetings shall not interfere with the operating requirements of the Employer.

## **ARTICLE 25 - UNIFORM AND CLOTHING ALLOWANCE**

### 25.01 Supply of Work Clothing

The Employer shall reimburse up to three hundred fifty dollars (\$350.00) per year to each permanent, full-time Employee for the purchase of work clothing, upon receiving a copy of the receipt showing payment was made by the Employee.

The Employer will supply the appropriate size gloves and mitts to all Employees to be replaced when worn out or lost. If lost a written explanation and request must be provided to the Supervisor. The Employer will supply one (1) pair of mitts per year.

### 25.02 Maintenance of Work Clothing

The Employer will provide a washer and dryer at the Works Garage for the employees to wash outer clothing worn on the job.

### 25.03 Footwear and Rain Suits

Each Employee will be supplied with one pair of waterproof footwear and a rain suit to be replaced when worn out. The Employer shall reimburse up to two

hundred seventy-five (\$275.00) per permanent Employee per year towards the purchase of CSA approved green patch safety boots, upon receiving a copy of the receipt showing payment was made by the Employee.

## **ARTICLE 26 - CONTRACTING OUT**

26.01 The Employer will notify the Lead Steward before any work regularly performed by permanent, full-time Employees is contracted out and the Lead Steward shall have the right to discuss the issue with the Employer before implementation of the contracting out. Contracting out shall not result in the layoff of any permanent Employee.

## **ARTICLE 27 - GENERAL CONDITIONS**

### **27.01 Bulletin Boards**

The Employer will provide a bulletin board which will be available for the posting of notices affecting Employees. Copies of notices which the Union or any Employee wishes to post will first be furnished to the Supervisor for his approval prior to posting.

### **27.02 Allowance for Tools**

The Employer shall supply all power and specialty tools pertaining to the trades as required, such tools to remain the property of the Employer. Trades Employees shall supply their own hand tools.

The Employer is responsible to supply insurance coverage for all tools in case of fire, theft and damages. Trade employees are responsible for ensuring that an accurate, up-to-date annual inventory of all tools and belongings is completed by December 15<sup>th</sup> of each year, and submitted for approval by the supervisor and on file. The Employer will cover the cost of the deductible for the employee(s)

### **27.03 Insurance Coverage for Tools and Personal Belongings**

The Employer shall provide insurance coverage for theft, fire and damage to tools and personal belongings of Employees that are used when working in, on, or for the Employer. Employees are expected to practise due diligence to protect these items and ensure they are included under the Employee's homeowner's insurance.

27.04 The Employer shall provide a locker for each permanent, full-time Employee and in addition, shall provide another locker for use by all temporary and student Employees.

27.05 The Employer will provide training to upgrade Employees. Arrangements for such training will be dealt with by the Employer. Employees taking training shall be paid in accordance with the Employer's Training and/or Travel Policy. The Employer will attempt to modify the work week to accommodate travel times. Employees will progress to Operator "#" status after having become proficient as determined by the Employer.

## **ARTICLE 28 - GENERAL**

### **28.01 Right to Assistance**

At any meeting between the Union and the Employer, the Union may be accompanied by a duly accredited local representative for the Union. The Employer may also have the assistance of a consultant at the meeting.

### **28.02 Correspondence**

All correspondence in writing between the parties to this Agreement shall pass to and from the C.A.O. of the Employer, or designate, and the Lead Steward of the Union.

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

For the purposes of interpretation of this Agreement, the feminine gender shall mean and include the masculine gender and similarly the singular shall include the plural and vice versa as applicable.

28.04 "C.A.O." shall mean the Chief Administrative Officer of the Corporation of the Town of Marathon.

### **28.05 Permission to Leave Work**

Other than in the case of an emergency an Employee will not leave his regular duties to attend to any non-work related matter without first obtaining permission from his supervisor and on resuming duties he will report to his supervisor.

28.06 Employees shall be given access to their personnel file at any time, upon giving the Employer two (2) working days notice.

## **ARTICLE 29 - TERM OF AGREEMENT**

### **29.01 Duration**

This Agreement shall be binding and remain in effect from October 1, 2023 to

September 30, 2026 and shall continue from year to year thereafter unless either party gives to the other party notice in writing that it desires its termination or amendment.

**29.02 Notice of Change**

Either party desiring to propose changes to this Agreement shall, during the period of ninety (90) days prior to the termination date, give notice in writing to the other party of the changes proposed. Within fifteen (15) working days of receipt of such notice by one party, the other party is required to enter into negotiations for a new agreement unless mutually agreed to otherwise.

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

**ARTICLE 30 – RETROACTIVITY**

30.01 Wages shall be retroactive to October 1, 2023.

IN WITNESS WHEREOF the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives.

DATED THIS 8<sup>th</sup> DAY OF March, 2024.

THE CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL UNION 87

THE CORPORATION OF THE TOWN  
OF MARATHON

Daniel Bene

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

## SCHEDULE "A"

### JOB CLASSIFICATIONS AND WAGE RATES – HOURLY RATES

Classification	Oct. 1/23 (4%)	Oct. 1/24 (3.5%)	Oct. 1/25 (3.5%)
<b><u>Class 7</u></b>			
<ul style="list-style-type: none"> <li>• Employees holding a licensed Ontario Trade Certificate Red Seal will receive \$1.00 more than Class 6.</li> </ul>	\$38.84	\$40.20	\$41.61
<b><u>Class 6</u></b>			
<ul style="list-style-type: none"> <li>• Carpenter/Utility Worker</li> <li>• Facility Maintenance Mechanic</li> <li>• Mechanical Maintenance Worker</li> <li>• Water &amp; Sewer Utility Worker Level II</li> </ul>	\$37.80	\$39.13	\$40.50
<b><u>Class 5</u></b>			
<ul style="list-style-type: none"> <li>• Trades Apprentice</li> <li>• Water &amp; Sewer Utility Worker Level I</li> </ul>	\$36.60	\$37.88	\$39.20
<b><u>Class 4</u></b>			
<ul style="list-style-type: none"> <li>• Roadway Utility Worker/Equip. Op. "A"</li> </ul>	\$34.52	\$35.73	\$36.98
<b><u>Class 3</u></b>			
<ul style="list-style-type: none"> <li>• Roadway Utility Worker/Equip. Op. "B"</li> </ul>	\$33.50	\$34.67	\$35.88
<b><u>Class 2</u></b>			
<ul style="list-style-type: none"> <li>• Solid Waste Utility Worker/Equip Op "C"</li> </ul>	\$32.41	\$33.54	\$34.71
<b><u>Class 1</u></b>			
<ul style="list-style-type: none"> <li>• Solid Waste Utility Worker</li> <li>• Seasonal/Part-time Solid Waste Utility/Labourer/Operator</li> </ul>	\$28.29	\$29.28	\$30.30

**Item 1**

No Employee shall be hired for less than the labourer rate

**Item 2**

- (a) Water facilities maintenance and repair will remain the responsibility of the Public Works crew unless the job requires specialized attention, e.g. electrical.
- (b) Sewage facilities will remain under contract with an external operator for the foreseeable future.

Item 3

Students or seasonal workers hired will be paid the rate provided in the Town's casual position wage rates. The use of students and seasonal workers is to provide summer and seasonal coverage and it is the understanding of the parties that they are not intended to displace permanent Employees.

LETTER OF UNDERSTANDING  
BETWEEN  
CORPORATION OF THE TOWN OF MARATHON  
AND  
CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 87

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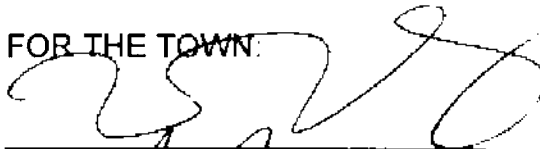

**Re: On-Call Guidelines**

**Preamble:** Further to the letter of understanding regarding On-Call signed July 30, 2009, the following guidelines for the provision of after hours/emergency on-call services by C.U.P.E. employees will be observed:

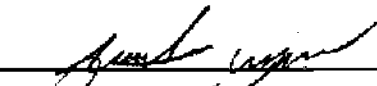
1. When an employee is providing on-call coverage, he shall be responsible to carry the cellular phone to respond to after hours/emergency situations on behalf of the Employer per established policies and procedures. This will include calling out staff per established policies and procedures and the sharing of overtime provisions of the respective collective agreement(s).
2. The employee will receive four hundred eighty (\$480.00) per calendar week of on-call coverage provided. The employee will still be eligible to respond to and be compensated for call-outs per the collective agreement.
3. An Employer-owned vehicle will be available to the employee on-call for the purpose of responding to calls or conducting any necessary patrols.
4. Employees may sign up to join the rotation to provide on-call services at any time and commit to do so for a minimum of one (1) year or until the expiry of this letter of understanding, whichever is earlier, and will not be allowed to drop off the on-call list prior to the end of this commitment. Weekly shifts may be exchanged between employees provided the Employer receives written notice prior to the earliest affected shift.
5. This agreement covers the provision of on-call services by C.U.P.E. employees for the duration of the collective agreement unless either party gives one (1) month's written notice to extend the agreement, which is made without prejudice or precedent.

Signed this 8<sup>th</sup> day of March, 2024.

FOR THE TOWN:

  
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Andrew C. ...

FOR THE UNION:

Daniel Bens  
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\_\_\_\_\_  
Beth ...

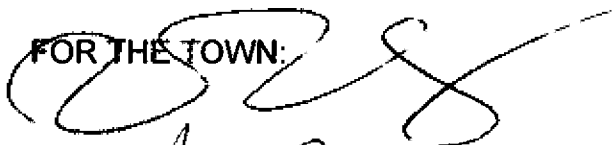
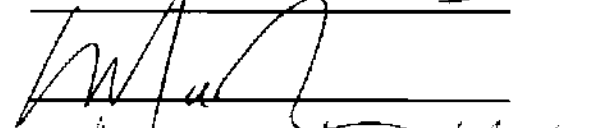
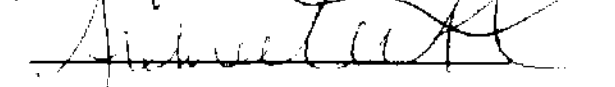
LETTER OF UNDERSTANDING  
BETWEEN  
CORPORATION OF THE TOWN OF MARATHON  
AND  
CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 87

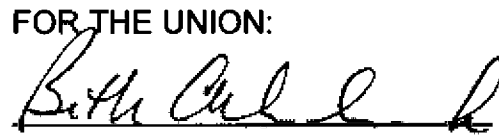

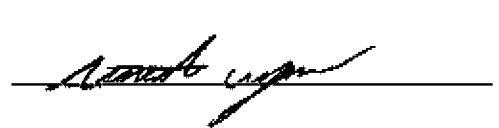
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**Re: Supervisor of Operations**

1. In the absence of the Supervisor of Operations a union employee will be promoted to the position of Working Foreman. The acting wage rate for the position of Working Foreman will be set at one dollar and fifty cents (\$1.50) per hour higher than the Class 6 rate.
2. This agreement is made without prejudice or precedent and will be effective as of the date of ratification and will remain in effect for the duration of the collective agreement. Employees have the right to refuse the promotion.

Signed this 8<sup>th</sup> day of March, 2024.

FOR THE TOWN:  
  
  


FOR THE UNION:  
  
  


LETTER OF UNDERSTANDING  
BETWEEN  
CORPORATION OF THE TOWN OF MARATHON  
AND  
CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 87

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**Re: Waste Transfer Station**

**Preamble:** It is agreed and understood by both parties to this agreement to enter into an arrangement for the operation of the Waste Transfer Station using Works & Operations Employees under the following guidelines:

1. (a) 3.5 operator positions will be dedicated to the Waste Transfer Station
  - (b) The operators will be scheduled on a four shift, eight week schedule as proposed. It is recognized that this schedule will need to accommodate the time off requirements of the dedicated operator.
  - (c) An operator working Monday to Friday who has vacation scheduled to start on the following Monday, will not be required to cover the shift of an Operator who is not available to work his Saturday rotation. The next available operator will be placed in the Saturday rotation. The Operator who could not fill the Saturday shift will be placed in the next available rotation that does not interfere with vacation usage.
2. The dedicated operator's primary responsibility will be to work at the Waste Transfer Station; however, this Employee will be used throughout the department on the days he is not required to be at the Waste Transfer Station (e.g., the Employee will be utilized as an equipment operator and be part of the waste pick-up rotation along with the other operators).
  3. The hours of work for the Waste Transfer Station shall be Monday, Wednesday and Friday from 7:00 a.m. to 3:30 p.m., Tuesday and Thursday from 10:00 a.m. to 6:30 p.m. and Saturday from 8:00 a.m. to 4:00 p.m. with a paid lunch on Saturday only. The work at the Waste Transfer Station will not be considered overtime for the Employees who are scheduled to work this shift.
  4. When a statutory holiday would be observed on a day that the waste transfer station is normally open, the affected Employees will receive an alternate day off so as to not interrupt service to the public. The alternate day will be mutually agreed to between both parties to this agreement prior to the statutory holiday.



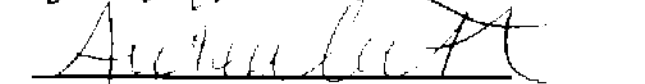
For example, the work week for Employees assigned to the Waste Transfer Station is Tuesday through Saturday. Per Clause 17.03, a statutory holiday that

falls on a Monday would be observed on the Tuesday, a normal operating day at the WTS. In this case, instead of observing the statutory holiday on the Tuesday, both parties agree that the Employees would take the previous Friday off instead.




5. For the purposes of call-outs only, the statutory holiday will be the same for all Works & Operations staff. For example, while Victoria Day is a Monday and the Employees assigned to the waste transfer station would take the previous Friday off, any call-outs that may occur on the Friday would be treated as normal overtime and any call-outs on Victoria Day would be treated as work on a statutory holiday per Clause 17.05
6. The Employees assigned to the waste transfer station will be dedicated to that site for the period of time that it is open and will do other assigned work during hours that it is closed. Shift schedules shall not be rearranged in order to eliminate overtime in other areas. There shall be no split shifts.
7. This agreement is made without prejudice or precedent and will remain in effect for the duration of the current collective agreement. At the termination of the current collective agreement the Town will decide to either (a) continue to operate the waste transfer station under the guidelines stated above, or (b) return to the current arrangement of contracting out the operations. In any case, the decision shall not be made in an arbitrary manner.

Signed this 8<sup>th</sup> day of March, 2024.

FOR THE TOWN:

  
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FOR THE UNION:

  
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# **“WITHOUT PREJUDICE OR PRECEDENT”**

## **LETTER OF UNDERSTANDING**

### **BETWEEN THE**

**CORPORATION OF THE TOWN OF MARATHON  
AND THE  
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 87**

### **AND**

**RE: SEASONAL/Part-time Solid Waste Utility/Labourer/Operator**

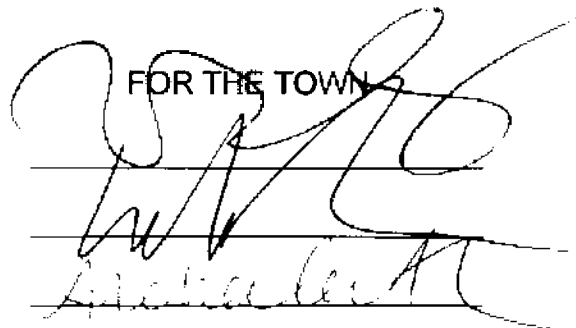
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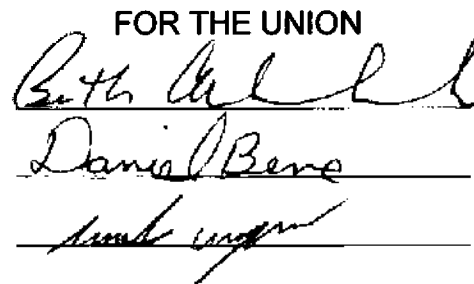
#### **The parties agree to the following without “Prejudice or Precedent”:**

1. The position of Seasonal/Part-time employee will be working under CUPE jurisdiction, currently not recognized under Article 3. There will be one (1) incumbent holding the position of Seasonal/Part-time. The incumbent will receive 10% in lieu of fringe benefits, this amount is exclusive of their regular rate and will be paid for each straight time hour of work. The regular rate of pay for this position will be \$23.72 per hour.
2. The incumbent will be entitled to eyeglass benefits under Article 22.02, Holiday Pay Article 17 and Sick Pay Article 19.02 and Safety Boots 25.03. Floating Holidays and Sick Days will be earned, while working as follows: one (1) Floating Holiday or Sick Day after every (4), months of continuous service in a calendar year. Vacation Pay will be paid in accordance with the Employment Standards Act.
3. The date of service will be the date of hire. The incumbent will have a separate seniority date for the purpose of bidding on full time positions when vacancies occur. Seniority will be pro-rated on regular hours of work, 1 day seniority equals 8 hours of work. 2080 hours is equivalent to one year.
4. If the incumbent is the senior successful applicant to a permanent full time vacant position identified in Article 3.05, he will no longer receive the 10% in lieu of fringe benefits and will be entitled to all benefits of the Collective agreement. Vacation will be pro-rated to his original hire date with the Town.
5. The shift will be Tuesday to Saturday, with two (2) consecutive days off Sunday and Monday, eight (8) hours per day, forty (40) hours per week from May to October as a Seasonal Employee. November to April, the incumbent will be reclassified as a Part-time employee working four (4) hours Tuesday and Thursday, eight (8) hours Saturday, a minimum of sixteen (16) hours per week, with the opportunity of additional hours.

6. If the incumbent elects to join the OMERS pension plan, the employer's contributions shall be paid on top of the in lieu of pay amount.
7. When a Permanent Full-Time employee's position becomes permanently or temporarily vacant and requires a full-time or temporary replacement it will be posted and filled in accordance with Article 13.
8. The incumbent will become a Union member and will be subject to dues deduction as per the agreed formula in Article 6.01 and 6.02.
9. The parties will endeavour to negotiate this position or a similar position, into the next collective agreement.
10. At any time either party can terminate this Letter of Understanding with two weeks' notice in writing.

SIGNED THIS 14<sup>th</sup> DAY OF March, 2024.

FOR THE TOWN  
  
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FOR THE UNION  
  
Daniel Bene  
\_\_\_\_\_

LETTER OF UNDERSTANDING  
BETWEEN THE  
CORPORATION OF THE TOWN OF MARATHON  
AND THE  
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 87

Re: Water and Sewer Certification

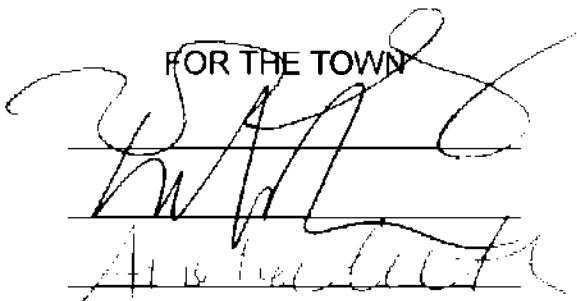
**Preamble:**

Both parties to the agreement agree to establish a mechanism for qualified Utility Worker/Equipment Operator(s) to pursue certificate of qualifications and progress through the wage scale.

1. Applicable to registered Operators-In-Training.
2. Once the employee successfully achieves a Certificate of Completion for Water Level 1, the employee will be elevated to a rate that is midway between Class 4 and Class 5.
3. Upon successful completion of sewer certification, the employee will be elevated to Class 5 Water & Sewer Utility Worker Level I.
4. Once the employee successfully achieves a Certificate of Completion for Water Level 2, the employee will be elevated to a rate that is midway between Class 5 and Class 6.
5. Upon successful completion of sewer certification Level 2 the employee will be elevated to Class 6 Water & Sewer Utility Worker Level II.
6. This agreement is made without prejudice or precedent and will remain in effect for the duration of the collective agreement.

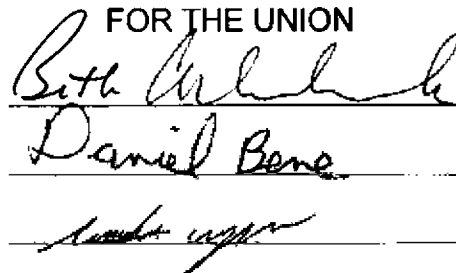
SIGNED THIS 8th DAY OF June, 2024.

FOR THE TOWN



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FOR THE UNION



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Daniel Bone  
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