

COLLECTIVE AGREEMENT RENEWAL

BETWEEN

THE CORPORATION OF THE CITY OF TIMMINS



AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES,

LOCAL 434



*Canadian Union of Public Employees
Syndicat canadien de la fonction publique*

January 1, 2024 to December 31, 2027

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Classification and Salary Structure

ARTICLE #1 -- PREAMBLE

1.01 It is the purpose of both parties to this Agreement:

1. To maintain and improve harmonious relations and settled conditions of employment between the Employer 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.

It is now desirable that bargaining in all matters pertaining to the working conditions, benefits, hours of work and rates of pay of the employees, be drawn up in a Collective Agreement.

Time Lines

When time lines are identified in any part of the agreement, Saturday, Sunday, paid Statutory Holidays shall be excluded from the time designation or unless otherwise specified.

ARTICLE #2 -- MANAGEMENT RIGHTS**2.01 Management Rights**

The Union recognizes that it is the right of the Employer to exercise the regular and customary function of management and to direct the working forces, subject to the terms of this Agreement. The Union acknowledges that it is the exclusive function of the Employer to:

1. Determine and establish standards and procedures for the delivery of service to the public;
2. Maintain order, discipline and efficiency;
3. Hire, discharge, lay-off, direct, classify, transfer, promote, demote, suspend, or otherwise discipline any employee of the Employer coming within the bargaining unit, provided the claim of discriminatory promotion, demotion, or transfer, or a claim that any such employee has been discharged or disciplined without just cause, may be the subject of a grievance and dealt with as hereinafter provided;

4. Generally to manage the operation and undertaking of the Employer and without restricting the generality of the foregoing to select, install, and require the operation of any equipment, plant and machinery which the Employer, in its uncontrolled discretion deems necessary for the efficient and economical carrying out of the operations and undertakings of the Employer.

2.02 No Lockouts or Strikes

The parties agree that there shall be no lockouts, strikes, slow downs or other stoppages of, or interference with work, which would cause any interruption of municipal services during the life of this Agreement.

ARTICLE #3 -- SCOPE AND RECOGNITION/BARGAINING RELATIONS

3.01 Bargaining Unit

The City agrees and recognizes the Canadian Union of Public Employees as the sole and exclusive bargaining agent for all office staff employees of the City of Timmins. Such positions are identified under Appendix "A" of this Agreement.

When new jobs are established which are to be excluded from the bargaining unit the City will promptly advise the Union in writing and provide a summary of the job functions and responsibilities. If the Union does not agree that the job is properly excluded from the bargaining unit they may proceed with Article 9.

3.02 Work of the Bargaining Unit

Persons whose jobs are not in the bargaining unit shall not work on any jobs, which are included in the bargaining unit, except for purposes of instruction, experimenting or emergencies.

3.03 Part-Time and Temporary Employees

This Collective Agreement is fully applicable to all part-time, temporary, casual employees and students.

3.04 No Other Agreements

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

3.05 Representation

The Employer shall not bargain with or enter into any agreement with an employee or group of employees in the bargaining unit. No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. In order that this may be carried out, the Union will supply the Employer with the names of its officers. Likewise the Employer shall supply the Union with a list of its supervisory personnel with whom the Union may be required to transact business.

3.06 Union Bargaining Committee

A Union Bargaining Committee shall be appointed and consist of not more than five (5) members of the Union. The Union will endeavour to provide representation from various departments. The Union will advise the Employer of the Union nominees to the Committee.

3.07 Function of Bargaining Committee

All matters pertaining to performance of work, operational problems, rates of pay, hours of work, collective bargaining, and other working conditions etc., shall be referred by the Union Bargaining Committee to the Employer for discussion and settlement.

3.08 Union Committees

The Employer acknowledges the right of the Union to appoint or otherwise select committees and stewards as indicated in this Collective Agreement. The Union shall advise the Employer in writing of the members serving on these committees and the stewards and will provide updates as required.

3.09 Representatives of Canadian Union

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer.

3.10 Meetings Of Committee

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. However, such meeting must be held not later than eight (8) working days after the request has been given.

3.11 Time Off For Meeting

Any representative of the Union on the Bargaining Committee, who is in the employ of the Employer, shall have the right to attend meetings with the Employer held within working hours without loss of remuneration.

3.12 Technical Information

The Employer shall make available to the Union, on request, information required by the Union such as job descriptions, positions in the bargaining unit, job classifications, wage rates, a breakdown of point ratings in job evaluations.

3.13 Meeting Venue

In order that the Union can represent the members of this bargaining unit in labour-management relations, the Union may be permitted to use available suitable facilities for meetings.

ARTICLE #4 -- NO DISCRIMINATION

4.01 Employer Shall Not Discriminate

The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, classification, transfer, lay-off, recall, discipline, discharge, or otherwise set out in the Ontario Human Rights Code as amended, nor by reason of **their** membership or activity in the Union. The Employer shall not exercise its right to direct the working forces in a discriminatory manner.

4.02 Discrimination Due to Membership or Activity

The Employer and the Union further agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or their representatives or members, because of an employee's membership or non-membership in a Union or because of their activity or lack of activity in the Union.

4.03 No Discrimination

Where an employee has proven **their** ability to handle the work, there shall be no discrimination in the matter of appointments or in salaries for such position.

4.04 Accommodation

An employee unable through injury or illness to perform **their** normal duties may be provided with alternate suitable employment. Such employee shall not displace any employee with more seniority.

ARTICLE #5 -- UNION MEMBERSHIP REQUIREMENT

5.01 All Employees To Be Members

All **current and** future employees of the Employer shall, on commencement of employment, as a condition of continued employment, become and remain members in good standing of the Union, **according to the constitution and by-laws.**

5.02 Employer Notification of Hirings

The Employer shall advise the Union of all hirings, promotions, demotions, lay-offs, recalls, transfers and terminations.

5.03 Interviewing Opportunity

On commencing employment, the employee's immediate supervisor shall introduce the new employee to **their** Union Steward or Representative. An Officer of the Union shall be given an opportunity to meet new employees, groups of employees, or groups of students within regular working hours, without loss of pay, for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting the new employee with the benefits and duties of union membership and **their** responsibilities and obligations to the Employer and the Union.

5.04 Union Agreement In Effect

The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect, and will supply them with copies of the Collective Agreement at the time of hire.

ARTICLE #6 -- CHECK-OFF OF UNION DUES

6.01 Deductions

Deductions shall be made bi-weekly from the payroll and at the end of each month shall be forwarded to the National Secretary-Treasurer of the Union not later than the 10th day of the month following, accompanied by two lists of the names of all employees from whose wages the deductions have been made.

ARTICLE #7 -- CORRESPONDENCE

7.01 Correspondence

All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the **CAO**, or **their** designate, 220 Algonquin Blvd. East, Timmins, and the Secretary of the Union, or **their** designate, Box #1431, Timmins P4N 7N2. In addition, the City and the Union agree to correspond via e-mail where appropriate **or by registered mail. Any notice so mailed shall be deemed given as of the next business day after date of mailing (Saturdays, Sundays, and Holiday excluded).**

7.02 Change of Address

Either party may change its address for service of notices at any time by notice as above mentioned.

ARTICLE #8 -- LABOUR MANAGEMENT COMMITTEE

8.01 Establishment of Committee

A Labour Management Committee shall be established to represent Local 434 of the City of Timmins consisting of an equal number of representatives of the Union and of the Employer. The Committee shall **have** the full support of both parties.

8.02 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. Promoting safety and sanitary practices.
4. Reviewing suggestions from employees, questions of working conditions and services (but not grievances concerned with service).
5. Discussing conditions causing grievances and misunderstandings.

8.03 Meetings Of Committee

The Committee shall meet in accordance with the rules of procedure mutually adopted by both parties. During working hours employees shall not suffer any loss of pay for time spent with this Committee.

8.04 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.

ARTICLE #9 -- GRIEVANCE PROCEDURE**9.01 Recognition of Union Stewards and Grievance Committee and Union Officers**

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. The Steward shall assist any employee in preparation and presenting **their** grievance in accordance with the Grievance Procedure.

9.02 Names of Stewards and Union Officers

The Union shall notify the Employer in writing of the name of each Steward/Union Officer before the Employer shall be required to recognize them.

9.03 Grievance Committee

The Stewards/Union Officers to a maximum of four (4) Unionized Employees shall constitute the Grievance Committee.

9.04 Permission To Leave Work

The Union acknowledges that Stewards, members of the Committees, and Union Officers have regular duties to perform on behalf of the Employer. Such persons shall not leave their regular duties without receiving permission from their immediate supervisor and such permission shall not be unreasonably withheld. When resuming their regular duties, they shall report to their Supervisor.

9.05 Informal Discussion

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

Prior to a formal complaint, the employee will discuss the matter with **their** immediate Supervisor to determine if it can be resolved before further action is taken. The Supervisor shall render a response within three (3) working days. If no response/resolution has taken place, the employee may proceed to Stage 1 of the grievance procedure.

9.06 Grievance Process

- (a) Any differences arising directly between the Union and the Employer concerning the interpretation or violation of the terms or provisions of this Agreement may be submitted by either party to the other at Step 1.
- (b) Complaints and grievances shall be in writing and be dealt with in the following manner and sequence. For purposes of this article, Saturday, Sunday and Paid Holidays shall be excluded from the time designation.
- (b) C.U.P.E. representative(s) shall have access to the Employer's premises in order to investigate and assist in the settlement of a grievance. Prior to any investigation, the representative(s) of the C.U.P.E. shall request from the Department Head, permission to investigate the grievance and such permission shall not be unreasonably refused.
- (c) An employee shall submit **their** complaint to the Union within a period of no longer than fourteen (14) working days of the alleged occurrence.

Step 1

The aggrieved employee shall submit the grievance to **their** Steward. If the Union Steward considers the grievance to be justified, the employee concerned, together with **their** Steward, if requested by the employee, shall first seek to settle the dispute with the Supervisor, Manager or Department Head, within ten (10) working days of 9.06 (c). The Supervisor, Manager or Department Head shall submit a written response to the grievance within ten (10) working days.

Step 2

Failing settlement being reached in Step 1, and provided not more than three (3) working days have elapsed since the receipt of the decisions of the Manager/Department Head, the employee concerned together with the Grievance Committee may submit the matter to the **CAO** or **their** designate, who will meet with the parties to hear the claim and shall render **their** decision in writing within twenty (20) working days after the meeting.

Step 3

Failing a satisfactory settlement being reached in Step 2, and within twenty (20) working days since receipt of the decision of the **CAO** or **their** designate, the

Union may, on given twenty (20) working days notice in writing to the Employer of its intention, refer the dispute to arbitration.

9.07 Policy or Group Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union or the Employer has a grievance, Step 1 of this article may be by-passed.

9.08 Union May Institute Grievances

The Union and its representatives shall have the right to originate a grievance on behalf of an employee, or group of employees and to seek adjustment with the Employer in the manner provided in the Grievance Procedure. Such a grievance shall commence at Step 2.

9.09 Replies In Writing

Replies to grievances stating reasons shall be in writing at all Steps.

9.10 Facilities For Grievances

The Employer shall supply the necessary facilities for the grievance meetings.

9.11 Assistance of Employee

At any Step of the Grievance Procedure, including arbitration, the conferring parties may have the assistance of the employee or employees concerned and any necessary witnesses and all reasonable arrangements shall be made to permit the conferring parties to have access to the offices to view disputed operations and to confer with the necessary witnesses.

9.12 Grievances On Lay-Offs And Recalls

Grievances concerning lay-offs and recalls shall be initiated at Step 2 of the Grievance Procedure.

9.13 Amending of Time Limits

The time limits in the Grievance Procedure may be extended by consent of the parties.

ARTICLE #10 -- ARBITRATION

10.01 Sole Arbitrator

In the event the parties to this Agreement desire to proceed to Arbitration, the party so requesting shall notify the other in writing of the request to do so within (5) working days. The appointment of a Sole Arbitrator shall be made by mutual agreement to the parties. Each party shall pay one-half (1/2) of the fees and expenses of the Sole Arbitrator and any costs associated with the hearing of such arbitration if and when the necessity arises. Either party may request the application of provisions of the Labour Relations Act, but in so doing, must issue a notice of such request to the other party to this Agreement.

10.02 Failure To Appoint

If the party receiving the notice fails to appoint an arbitrator, or if the two (2) nominees fail to agree upon a Sole Arbitrator within five (5) working days of their appointment, the appointment shall be made by the Ministry of Labour upon request of either party.

10.03 Decision of the Sole Arbitrator

The decision of the Sole Arbitrator shall be final, binding and enforceable on all parties, and may not be changed. The Sole Arbitrator shall not have the power to change this Agreement or to alter, modify or amend any of its provisions. However, the Sole Arbitrator shall have the power to dispose of a grievance by any arrangement, which it deems just and equitable.

10.04 Disagreement On Decision

Should the parties disagree as to the meaning of the Sole Arbitrator's decision, either party may apply to the Sole Arbitrator to reconvene as soon as possible to clarify the decision.

10.05 Amending Of Time Limits

The time limits fixed in the Arbitration process may be extended by consent of the parties.

ARTICLE #11 – CORRECTIVE ACTION

11.01 Termination and/or suspension without pay

If an employee is to be terminated **or suspended without pay** and if **they** believe that **they have** been unjustifiably terminated, **they may** have the grievance taken up under the Grievance Procedure, starting at Step 2, if presented in writing within seven (7) working days after the date of such

termination or **suspension without pay**, and not otherwise. Such grievance may be disposed of by any arrangement which is just and equitable in the opinion of the parties, or in the opinion of a Sole Arbitrator if the matter is referred to Arbitration, and all financial settlements resulting therefrom shall be made at the rates applicable less amounts otherwise earned during the time lost.

11.02 Warning

Whenever the Employer deems it necessary to censure or admonish an employee, **the employer** may do so in a personal interview with the employee **and union steward/officer**, and, within ten (10) working days shall give written particulars of such censure or admonition to the employee involved with a copy to the Secretary of the Union. Where the Employer deems it necessary to warn the employee that continued poor work, or continued violation of rules, regulations and/or procedures, which may result in dismissal, the Employer shall issue said caution in the form of an infraction slip in the presence of the employee and one (1) **Union Steward** or **Union Officer**, and within ten (10) working days, a copy of said report shall be forwarded to the Secretary of the Union.

11.03 Letters of Reprimand

The City agrees that any letters of reprimand, suspension or any other sanction will be removed from the record of an employee 12 months following receipt of such a letter, suspension or other sanction provided that such employees records have been discipline free for 1 year.

ARTICLE #12 -- SENIORITY

12.01 Seniority Defined

Seniority is defined as the length of service in the bargaining unit and shall govern all promotions, transfers, demotions, lay-offs, and recalls within the bargaining unit provided the employee with the longest service has the qualifications to fill the position.

12.02 Seniority List

The Employer shall maintain a seniority list showing the date, which each employee's service commences. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January and **July** of each year.

12.03 Probation For Newly-Hired Employees

A newly-hired employee shall be on probation for a period of sixty (60) working days from the date of hiring. During the probationary period, the employee shall be entitled to all rights, benefits, and conditions of the Agreement.

During the probationary period, newly-hired employees will not participate in benefits. Upon successful completion of the probationary period full-time employees will participate in all benefit provisions of this Collective Agreement including leave provisions. Employees successfully completing their probationary period shall be credited with the sick leave credits as per Article 20 of this agreement for the probationary period. After completion of the probationary period, seniority shall be effective from the original date of employment.

A Part-time/Temporary employee hired for a full-time position will participate in all benefits from the first day of their full-time start date, provided they have successfully passed the probationary period of sixty (60) working days from the Part-time/Temporary date of hire.

12.04 Part-Time, Temporary And Student Employees

- a. A regular part-time employee is an employee who works twenty-one (21) hours or less per week and shall be paid on an hourly basis according to the starting rate for the category of job in which they are working.
- b. Regular part-time employees shall progress to the next higher rate of wages in the same level following working 1820 hours in each level.
- c. A temporary employee is an employee hired for a specific short-term job, including replacement of persons on pregnancy/parental leave and long term leaves of absence, project, incentive or make-work program, and whose employment shall cease on completion of the project. A temporary employee becomes a permanent employee after twelve (12) months of consecutive employment, except for those hired for pregnancy/parental and long term disability leave replacements.
- d. Student employees are those employees hired from April 1st to September 15th and December 1st to January 10th in each calendar year.
- e. Part-time, temporary and student employees shall be subject to Article #5 of this Agreement, but shall not be entitled to participation in vacation plans, sick leave, group insurance, pension plans, pension supplementaries, hospital insurance, medical coverage, drug coverage, or any other employee benefit referred to as employee benefits.
- f. Employees mentioned in 'a', 'b', 'c', 'd', and 'e' shall receive in lieu of employee benefits, referred to as sick leave, group insurance, pension plans, pension supplementaries, hospital insurance, medical coverage, and drug coverage, all termed employee benefits, and be paid bi-weekly the amount represented by seven (7%) percent of their gross bi-weekly pay. For part-time employees participating in OMERS, their in lieu will be reduced to three (3%) percent.

- g. Part-time, temporary and student employees shall not participate in vacation plans, but shall be paid an amount which represents a percentage of their gross pay on each pay period, as per the Employment Standards Act, as amended.
- h. Notwithstanding 12.04(f) students who work between the period of April 1st to September 15th and December 1st to January 10th shall not receive the seven (7) percent in lieu of benefits and shall only be eligible for payment of statutory holidays and vacation pay in accordance with The Employment Standards Act.

12.05 Loss of Seniority

An employee shall not lose seniority rights if **they're** absent from work because of sickness, accident, lay-offs, or leave of absence approved by the Employer. An employee may only lose **their** seniority in the event the employee:

1. Is discharged for just cause.
2. Resigns in writing.
3. Is absent from work in excess of five (5) working days without sufficient cause or without notifying the employer, unless such notice was not reasonably possible.
4. Fails to notify the Employer of **their** return to work following a lay-off and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of **their** current address.
5. Is laid off for a period longer than twenty-four (24) months.
6. **They're** unable to return to work within twenty-four (24) months after exhausting all sick leave credits.
7. Utilizes a leave of absence for purposes other than for which the leave may have been granted.
8. Fails to return to work after the completion of a leave of absence granted by the Employer.

12.06 Transfers and Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without **their** consent. If an employee is transferred to a position outside of the bargaining unit, **they** shall retain **their** seniority accumulated up to the date of leaving the unit but will not accumulate any further seniority. When the employee returns to the bargaining unit, **they** shall return to their previous position.

12.07 List Of Part-Time Employees

The Employer agrees to supply a list of any employees presently employed on a temporary, part-time basis and to notify the Union when an employee is hired on a temporary, or part-time basis.

12.08 Regular Full-Time Employees

The execution of Clause 12.04 in no way interferes with the employment of the regular full-time employees.

ARTICLE #13 -- PROMOTIONS AND STAFF CHANGES**13.01 Job Postings**

- a) When a vacancy occurs or a new position is created within the bargaining unit, the Employer shall notify the Union in writing and post notice of the position in the Employer's offices, locker rooms, shops and on all bulletin boards for a minimum of five (5) working days so that all members will know about the vacancy or new position.
- b) When a new position is created in the Bargaining Unit, the job description will be forwarded to **the Union and the rate of pay shall be subject to negotiations between the Employer and the Union.**

13.02 Information In Postings

Such notice shall contain the following information: Nature of Position, Qualifications, Required Knowledge and Education, Skills, Wage or Range and physical location of position. Such qualifications may not be set in an arbitrary manner. When higher qualifications are required by the Employer or known to be required by the Employer, in order to upgrade the existing position(s), the Employer shall advise the Secretary of the Local in writing with the changes.

13.03 Advertising

The Employer may advertise externally simultaneously with an internal posting subject to the applicants being processed in the following order: full-time employees, part-time employees, temporary employees prior to outside applicants being considered. The external applicants will not be distributed to the Hiring Committee until the internal applicants have been fully processed.

13.04 Role Of Seniority In Promotions And Transfers

Both parties recognize:

1. The principle of promotion within the service of the Employer.

2. That job opportunity should increase in proportion to length of service. Therefore, in making staff changes, transfers, or promotions, appointment shall be made of the applicant with the greatest seniority and having the required qualifications in accordance with Clauses 13.02 and 13.06. Appointments from within the bargaining unit shall be made within ten (10) working days of last interview. In the event that a permanent employee or employees do not have the qualifications to fill the job that is open or a new job which is created, then the Employer may employ anyone it so desires who has the qualifications for the position; the Employer also reserves the right to hire employees on a temporary basis in accordance with the conditions outlined in Clause 12.04(c).
3. If senior applicants are refused a position they will be given the reason for such in writing.

13.05 Trial Period

The successful applicant shall be placed on trial for a period of up to forty (40) working days. Conditional on satisfactory service, the employee shall be declared permanent after the forty (40) working days. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, **they** shall be returned to **their** former position, wage or salary rate and without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to **their** former position, wage or salary rate, without loss of seniority.

If the successful applicant chooses to return to **their** previous position, the employee will do so within twenty (20) working days in the new position.

13.06 Promotions Requiring Higher Qualifications

If there are no internal applicants qualified for a position, consideration for promotion will be given to the internal senior applicant who does not possess the required qualifications but has the equivalent knowledge and skill relevant to the position as determined by the Employer.

13.07 Notification To Employee And Union

Within five (5) working days of the date of appointment to a vacancy position, the name of the successful applicant shall be sent to each applicant and a copy to the Secretary of the Union.

13.08 On-The-Job Training

The Employer may inaugurate and maintain a system of 'on-the-job' training so that every employee may have the opportunity to receive training and qualify for promotion or transfer, in the event of a vacancy arising. Accordingly, employees may be allowed regular opportunities to learn the work of higher or equal

positions during the regular working hours by arranging to exchange positions for temporary periods, without affecting the salary or pay of the employees concerned. Such opportunities for training may be allocated according to the seniority provisions of this Agreement. Job training may not take place when the senior employee is absent from work.

13.09 Training Courses

The Employer may bulletin any Training Course and experimental programs for which employees may be selected. The bulletin shall contain the following information:

- a) Type of Course (subject and material to be covered)
- b) Time, duration, and location of course.
- c) Basic minimum qualifications required for applicants.

This bulletin shall be **distributed by email and** be posted for a period of ten (10) working days on bulletin boards in all Departments to afford interested employees an opportunity to apply for such training.

13.10 Temporary Postings

When the employer determines the need for a temporary or part-time vacancy, which exceeds six (6) weeks, or when the Employer is advised that a temporary vacancy will go beyond six (6) weeks, the vacancy shall be posted in accordance with Clause 13.01. Only the initial temporary vacancy will be posted and it will be within the discretion of the employer to fill any subsequent vacancy created by the temporary posting. The appointment shall be made to the permanent employee who has the qualifications and the greatest seniority within the bargaining unit. **It is understood that the permanent employee's position will be reserved for them.** If the incumbent becomes terminated, and the internal replacement exceeds the trial period in Clause 13.05, **they may be awarded the position permanently or may choose to return to their reserved position.** Where the replacement was not a permanent employee prior to their appointment and the incumbent does not return to work the position **may** be posted in accordance with Clause 13.01.

13.11 Rate of Pay on Promotion

When an employee is promoted to a higher classification such employee shall be placed in an experience grade in **their** new classification, which will provide an immediate increase of at least five (5) percent over **their** previous rate. The five (5%) percent minimum higher rate of pay shall not exceed the salary of the position being replaced at Step 4. The date of promotion to the new classification shall become the anniversary date for application of the salary progression.

13.12 Pay on Temporary Transfers, Higher Rated Job

When an employee temporarily relieves in and performs the principal duties of a higher paying position for one full working day or more for which a salary scale has been established, **they** shall receive the rate in the salary range which is higher than **their** previous rate by a minimum of five (5%) percent. The five (5%) percent minimum higher rate of pay shall not exceed the salary of the position being replaced. Where a statutory holiday falls on the day before or the day after the day(s) where an employee is replacing a higher paying position, the employee would receive the higher rate of pay for the statutory day.

13.13 Pay On Temporary Transfer, Lower Rated Job

When an employee is assigned to a position paying a lower rate, **their rate shall** not be reduced.

ARTICLE #14 -- LAY-OFFS AND RECALLS**14.01 Role Of Seniority In Lay-Offs**

Both parties recognize the job security shall increase in proportion to length of service. Therefore, in the event of a lay-off, employees shall be laid off in the reverse order of their bargaining-unit-wide seniority, in accordance with Clause 12.01.

14.02 Recall Rights

- a) An employee shall retain recall rights for a period of twenty-four (24) months from the most recent date of lay-off, to an available position in order of seniority, subject to the employee being able to perform the work.
- b) No new employee shall be hired until all those laid off have been given an opportunity to return to work as per Clause 14.02 a).
- c) When an employee is to be recalled by the Employer, the employee shall be notified by registered mail to their last place of residence known to the Employer, and if they fail to notify the Employer within ten (10) working days after the mailing of such notice, then the Employer shall be under no obligation to re-employ them. If the employee declines the offered position, recall rights no longer apply.

ARTICLE #15 -- SALARIES

15.01 Payment Of Wages

The Employer shall pay salaries and wages bi-weekly through direct deposit in accordance with Appendix "A" attached hereto and forming part of this Agreement. On each pay day each employee shall be provided with an itemized statement of **their** wages and deductions.

Schedule of wage increases shall be as follows:

Jan 1st 2024	3.5%
Jan 1st 2025	3.0%
Jan 1st 2026	3.0%
Jan 1st 2027	3.0%

Note: Annual rate increases do not apply to student rates

ARTICLE #16 -- HOURS OF WORK AND OVERTIME

16.01 Standard Daily Hours

The regular hours of work shall be from 8:30 a.m. to 4:30 p.m., Monday to Friday inclusive with one (1) unpaid hour off for lunch.

It is understood that start times are subject to the requirements of the organization. In the event that the City requires a change to the start times mentioned herein, the City will notify the effected employees in writing a minimum of ten (10) working days in advance of the required change.

The regular hours of work for the Stock-Keeper and the Parts Clerk at Public Works and the Parts Clerk at Transit shall be from 7:30 a.m. to 4:00 p.m. with ½ hour unpaid lunch for a total of 40 hours per work week.

By-law Enforcement Department hours of work between November 1st and March 30th may be scheduled on the basis of a 40 hour work week which coincides with the Winter Operations at Public Works.

16.02 Paid Rest Period

Employees shall be entitled to one (1) fifteen (15) minute rest period each afternoon at times to be arranged mutually between the Department Head and the employees.

16.03 Overtime Defined

Overtime rates shall be paid in accordance with the following, provided overtime is requested or assigned by the Employer:

- a. One and one-half (1 1/2) times the regular rate for all overtime worked.
- b. For the purposes of the Agreement "overtime" shall mean as follows:
 - All hours worked prior to an employee's scheduled starting time.
 - All hours worked in excess of the hours set out in Clause 16.01 of this Agreement, in any twenty-four (24) hour period.
 - All hours worked in excess of a normal workweek.
- c. Accumulated **overtime** must be taken in non peak times or paid out by December 31st in any calendar year, unless mutually agreed upon by the Employer and the Employee to a maximum of two (2) weeks annually.

Overtime accumulated by the Engineering Department employees may be carried over and is to be taken prior to April 30th of the following year to a **maximum of two (2) weeks annually**. It is mutually agreed that the peak work period for Engineering Department Employees working in construction is May 15th to October 30th. Time off in lieu of accumulated overtime during the said period will be utilized from December 1st to April 30th only, unless otherwise mutually agreed to.

d. Overtime Meal Allowance

Employee(s) working ten (10) consecutive hours in any shift shall be provided with a meal or allowance to a maximum of **twenty (\$20.00)** dollars.

16.04 Shift Premium

All hours of shift work between 4:30 pm and 8:30 am will receive a shift premium of **Two Dollars and Twenty Cents (\$2.20)** per hour. Shift Premium does not apply to employees who work on a steady days schedule.

16.05 Call Back Pay Guarantee

An employee who is called out to work, outside **their** normal working hours, shall be paid for a minimum of three (3) hours at overtime rates. There shall be no pyramiding on call back hours.

16.06 Overtime For Part-Time Employees

Regular full-time employees shall have the preference of working overtime before part-time employees if continuation of work is not affected.

16.07 No Lay-Offs To Compensate For Overtime

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

16.08 Overtime

Overtime and call back time shall be awarded on overall seniority, availability and qualifications, according to the seniority list applicable for each department. Where overtime is a continuation of the job or work at hand, the employee engaged in performing the task shall be permitted to continue said work after completion of the regular shift.

16.09 Time Off In Lieu Of Overtime

Instead of cash payment for overtime, an employee may choose to receive time off at the appropriate overtime rate at a time mutually agreed upon by the Employer and the employee. At no time may the employee take said time off in straight periods of greater than one (1) week unless mutually agreed upon by the Employer and the employee.

16.10 No Pyramiding

There shall be no pyramiding of premium pay, overtime, holiday pay and sick leave pay.

ARTICLE #17 – FLEXI-TIME**17.01 Flexible Hours**

It is recognized that flexible hours may be required in order to provide an acceptable level of service.

Employees who due to the nature of the work and/or responsibilities are required to work on a consistent basis at times other than those specified above, shall arrange with their Department Manager and or the Department Head a schedule of work and the Union shall be informed in writing. Any request for an employee to work flexible hours other than those specified in Clause 16.01 shall be reasonable.

ARTICLE #18 -- PAID HOLIDAYS**18.01 Paid Holidays**

Full-time employees on the active payroll shall be entitled to the following paid holidays:

New Year's Day	Family Day
Good Friday	Easter Monday
Victoria Day	Canada Day
Civic (August) Holiday	Labour Day

National Day for Truth and Reconciliation

Thanksgiving Day

Christmas Day

Boxing Day

And any other day proclaimed as a holiday by the Federal, Provincial or Municipal Government, except for Remembrance Day and January 2nd.

In addition each full-time employee shall be entitled to three (3) floater days. When any floater is requested it shall be mutually agreed upon between the employer and the employee. At any time during the calendar year where more than one (1) person from the same section requests a floater(s) for the same date, the person with the most seniority shall receive the day off with pay.

Part-time, temporary, casual and student employees will be entitled to Easter Monday and Civic Holiday. Calculation on payment of wages for these two holidays will be done as per The Employment Standards Act formula.

18.02 Compensation For Holidays Falling On Saturday

When any of the above noted holidays falls on a Saturday and is not proclaimed as being observed on some other day, the following Monday shall be deemed to be the holiday for the purpose of this Agreement.

18.03 Compensation For Holidays Falling On Sunday

When any of the above noted holidays falls on a Sunday and is not proclaimed as being observed on some other day, the Employer shall declare the following Monday as the holiday for the purpose of this Agreement. Where the preceding already applies to the Monday, the Employer shall declare the previous Friday or the Tuesday to be the holiday for the purpose of this Agreement.

18.04 Overtime Worked On Paid Holidays

If required to work on any of the above-mentioned days, in addition to the regular day's pay, the employee shall be paid double **their** rate of pay for such work performed. Employees must work the day before such holidays unless properly excused by the Department Head or unless away by reason of illness or accident, leave of absence or holidays.

ARTICLE #19 -- VACATIONS WITH PAY

19.01 Length of Vacation

The Employer agrees to pay for vacation on the following basis:

All employees who have completed:

One year or more of service	Three (3) weeks
Five years or more of service	Four (4) weeks
Nine years or more of service	Five (5) weeks
Twenty-one years or more of service	Six (6) weeks
Twenty-nine years or more of service	Seven (7) weeks

Vacation credits do not accumulate during any month in which an employee is absent from work for the entire month for any reason, other than vacation, pregnancy/parental leave and adoption leave, WSIB, or leave of absence with pay, which is not to include sick leave.

19.02 Compensation For Holidays Falling Within Vacation Schedule

Should any of the paid holidays provided for in this Agreement under Article #19, fall within the employee's vacation period, the Employer shall grant such an employee an extra vacation day with pay.

19.03 Vacation Pay On Termination

An employee terminating **their** employment at any time in **their** vacation year before **they have** had **their** vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation.

19.04 Preference In Vacation

Vacation shall be granted first on the basis of seniority among those employees of each Department.

19.05 Vacation Schedules

Vacation schedules shall be posted by April 1st of each year and shall not be changed unless mutually agreed upon by the employee and the Employer. Vacation shall commence immediately following an employee's regularly scheduled days off.

19.06 Unbroken Vacation Period

An employee shall be entitled to receive **their** vacation in an unbroken period, unless otherwise mutually agreed upon between the employee and the Employer.

19.07 Approved Leave Of Absence During Vacation

Where an employee qualifies for certified sick leave, bereavement, or any other approved leave during **their** period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, as mutually agreed upon between the employee and the Employer.

ARTICLE #20 -- SICK LEAVE

New Sick Leave Program for all Full time Employees (Effective January 1, 2008)

20.01 Definitions

"Sick leave" means the period of time an employee is absent from work with full pay by virtue of being sick or disabled, exposed to a contagious disease and quarantined therefore, or under examination or treatment of a physician, chiropractor or dentist, or because of an accident for which compensation is not payable under The Workplace Safety and Insurance Board Act.

"Sick Leave Absence" means absence from regular attendance due to member's sickness or other physical incapacity.

"Regular Attendance" means for any month the attendance of a member at the member's duties on the days and during the hours for which the member's attendance is required during that month, according to the terms of the member's employment, subject to the provision that no credit shall be given to any member in any month who, in that month, was absent from duty without authorized leave, or who is absent for more than six (6) days for any reason other than vacation or overtime or paid lieu time.

"Sick Leave Certificate" means a certificate from a recognized medical practitioner verifying a claim for sick leave.

20.02 Sick Leave During Leave of Absence

When an employee is given leave of absence without pay for any reason or is laid off on account of lack of work and returns to work upon expiration of such leave of absence, etc., **they** shall not receive sick credit for the period of such absence but shall retain **their** cumulative credit, if any, existing at the time of such leave or lay-off.

20.03 Sick Leave Records

A record of all unused sick leave will be kept by the Employer for the purpose of termination credits. Immediately after the close of each calendar year, the Employer shall advise each employee in writing of the amount of sick leave accrued to **their** credit.

20.04 Sick Leave Program

(a) Full-time employees hired prior to June 8, 1998 shall be entitled to one and one half (1.5) days (10.5 hours) of sick leave credits per calendar Month.

Full-time employees hired after June 8, 1998 shall be entitled to one (1) day (7 hours) of sick leave credits per calendar month starting January 1, 2008.

- (b) Sick leave shall be cumulative and may be drawn by full-time employee in case of illness.
- (c) An employee calling in sick shall notify their immediate Supervisor prior to the commencement of the shift.
- (d) No claim for sick leave shall be allowed unless at the time the claim is made the employee has sufficient sick leave credit(s) to cover the absence.
- (e) Sick leave with pay shall cease when an employee's sick leave bank has expired.
- (f) In the event a claim relates to an absence of two (2) or more consecutive days, the Department Head or their designate, may request that the claim be verified by a medical certificate from a duly qualified medical practitioner. The Employer shall have the right to request a medical certificate after one (1) day's absence if the Employer has reason to believe that sick leave is being abused. Medical notes requested after one (1) day's absence will be at the Employer's expense.
- (g) Absences of less than one full day shall be deducted on an hourly basis. One hour is considered to be anything over thirty (30) minutes.
- (h) No sick leave credit shall be given to an employee in any month who, in that month, was absent from duty without authorized leave, or who is absent for more than six (6) days for any reason other than vacation or banked overtime. For WSIB absences and maternity leave, sick leave credits will continue to accrue.
- (i) Where the qualifying period for LTD has expired, and the employee qualifies for LTD, sick leave credits shall be utilized until they are exhausted prior to the employee receiving LTD benefits.

20.05 Sick Leave Program Entitlement

- (a) Any employee having ten (10) or more years of full-time service, who terminates employment, shall be paid the amount of their accumulated sick leave computed on the basis of their pay at the date of termination of employment as follows:

An amount equal to the employee's salary, wages or other remuneration for one-half (½) the number of hours standing to the employee's credit to a maximum of one hundred (100) days at the rate of pay received by the employee immediately prior to termination of employment.
- (b) In the event of death of an employee, the employee's sick leave credits shall be payable in cash to the employee's estate as follows provided the criteria of 20.05 (a) is met:

An amount equal to the employee's salary, wages or other remuneration for one-half (½) the number of hours standing to the employee's credit to a maximum of one hundred (100) days at the rate of pay received by the employee immediately prior to termination of employment.

- (c) Any employee who retires and meets the following criteria twenty-five (25) years or more of full-time service, and is at least fifty-five years of age and actively at work, shall receive payment of half (½) of their accumulated sick leave credits up to a maximum of one-half year's earnings at the rate received immediately before termination of employment.
- (d) Employees may with the approval of the employer, be allowed to utilize their accumulated sick leave credits in order to engage in personal preventive medical health and dental care or in cases of immediate family (spouse, employee's children and/or immediate parents) illness. Such permission shall not be unreasonably withheld. The request shall be made in writing stating the leave is requested under this Article and employees shall provide the employer with a minimum of three (3) days notice, except in an emergency. Such leaves shall be deducted on a **hourly** basis and will be approved to a maximum of five (5) sick leave credits per calendar year.
- (e) All past Sick Leave Program Incentives will no longer be applicable as of January 1, 2008.

ARTICLE #21 -- LEAVE OF ABSENCE

21.01 Negotiation Pay Provision

Members of the Union Bargaining Committee shall not suffer any loss of pay or benefits for time involved in negotiations with the Employer.

21.02 Grievance and Arbitration Pay Provisions

Members of the Union Grievance Committee shall not suffer any loss of regular pay or benefits for time involved in grievance and arbitration procedures.

21.03 No Loss of Seniority Rights

Any employee given a leave of absence shall not lose any of **their** seniority rights.

21.04 Leave of Absence For Full-Time Union or Public Duties

- (a) The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence without loss of benefits and seniority so that the employee may be a candidate in federal, provincial, or municipal elections.
- (b) Any employee who is elected to public office shall resign from the City of Timmins if required by legislation.
- (c) An employee who is elected or selected for a full-time position with the Union or anybody with which the Union is affiliated, shall be granted leave of absence without loss of seniority for a period of one (1) year.
- (d) Upon request of the Union, the Employer agrees to allow leave of absence with pay and without loss of seniority to any one (1) member for the C.U.P.E. National Convention and to one (1) member for the C.U.P.E. Ontario Division, provided that the total overall leaves concerned do not exceed four (4) weeks.

21.05 Paid Bereavement Leave

Any employee shall be granted five (5) consecutive working days leave without loss of pay, seniority, and benefits, for the death of a parent, **step-parent**, current spouse, and child, **step-child** and child of spouse/**step child of a spouse, brother and sister, step brother and step sister** and three (3) consecutive working days leave without loss of pay, seniority and benefits, for the death of grandparents, grandchild and current mother-in-law, father-in-law, sister-in-law, brother-in-law, former guardian, fiancée, or any other relative who has been residing in the same household, or any other relative for whom an employee is required to administer bereavement responsibilities. Bereavements responsibilities are defined as functions related to funeral arrangements or an employee named Executor of the will. Bereavement leave days utilized are consecutive working days and begin the first working day after the death.

Notwithstanding the above, employees will be granted flexibility to utilize their bereavement leave entitlement over two (2) occasions which are directly related to the death.

21.06 Mourner's Leave

One (1) day leave shall be granted without loss of salary or wages to attend a funeral.

21.07 Pregnancy and Parental Leave and Adoption Leave

Pregnancy/Parental Leave and Adoption Leave shall be in accordance with The Employment Standards Act, as amended.

21.08 Procedure to Apply for Pregnancy/Parental Leave

Such leave may be initiated by the employee on presentation of a certificate by a legally qualified medical practitioner stating that the employee is pregnant and specifying a date on which, in **their** opinion, delivery will occur.

On confirmation by the Employment Insurance Commission of the appropriateness of the City's Supplementary Employment Benefit Plan (SEB), an employee who is on pregnancy/parental/adoption leave as provided under this agreement, who is in receipt of Employment Insurance pregnancy/parental/adoption benefits pursuant to The Employment Insurance Act, as amended, shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between Eighty (80%) percent of **their** regular weekly earnings and the sum of **their** weekly employment insurance benefits and any other earnings. Such payment shall commence following completion of the one (1) week employment insurance waiting period and receipt by the City of the employee's initial employment insurance cheque stub as proof that **they are** in receipt of employment insurance pregnancy/parental/adoption benefits and shall continue while the employee is in receipt of such benefits for a maximum period of **seventeen (17)** weeks for pregnancy leave and a maximum period of twenty (20) weeks for parental leave and adoption leave. The employee's regular weekly earnings shall be determined by multiplying **their** regular hourly rate on **their** last day worked prior to the commencement of the leave times **their** normal weekly hours. This clause is applicable to full-time employees only.

Should the employee choose to extend parental leave benefits beyond thirty-five (35) weeks, the Supplement Employment Benefit (SEB) shall be prorated according to the total number of weeks of parental leave the employee chooses to take. In this instance, the employee must advise Human Resources of the length of their intended parental leave no later than 2 weeks before it is to commence.

21.09 Employer Payment of Employee Benefits During Pregnancy Leave, Parental Leave and Adoption Leave

During the period of Pregnancy/Parental leave, the Employer shall continue to pay the hospital, medical and group life insurance and other employee benefits of this Agreement.

21.10 General Leave

An employee may be entitled to leave of absence without pay and without loss of seniority, when **they** request such leave for good cause. Such request shall be in writing and approved by the Employer.

21.11 Paid Jury or Court Witness Duty Leave

The Employer shall grant leave of absence without loss of seniority benefits to an employee who serves as a juror or witness in any court. The Employer shall pay

such an employee the difference between **their** normal earnings and the payment **they** received for jury service or court witness, excluding payment for travelling, meals, or other expenses. The employee will present proof of service and the amount of pay received. Time spent by an employee required to serve as a court witness in any matter arising out of **their** employment shall be considered as time worked at the appropriate rate of pay, and all such witness fees received shall be deposited with the City.

21.12 Citizenship Leave

An employee shall be allowed necessary time off with pay to process their Canadian citizenship application.

ARTICLE #22 -- EMPLOYEE BENEFITS

The part-time, temporary and student employees shall be excluded from the benefits specified in Article 20, Clauses 21.05, 21.06, 22.02, 22.03 and 22.04 of this Agreement.

The Corporation agrees to pay one hundred (100) percent of all premium costs in Article 22 and in future increases in cost to the premium to maintain and or make the benefits current from time to time during the life of the Agreement. It is understood that active employees who are age 65 and older are excluded from Long Term Disability and Life Insurance benefits.

22.01 Pension Plan

Every full-time employee shall join the Ontario Municipal Employee's Retirement System (OMERS). The Employer and Employee shall make contributions in accordance with the provisions of the pension plan.

All eligible part-time employees shall have the option of joining OMERS. The Employer and the Employee shall make contributions in accordance with the provisions of the pension plan and Article 12.04 (f).

22.02 Group Insurance, Medical Insurance, Hospital, and Vision

The Employer shall pay the full cost of the premiums of the following plans:

- (a) Ontario Health Insurance Plan.
- (b) Extended Health Care Plan, which does not include semi-private hospital care. However, in the event of an occupational injury or illness, which requires hospitalization, the Employer shall pay 100% of the cost of the difference between standard ward care and semi-private hospital care, unless otherwise covered by another plan.

- (c) A drug prescription plan, which provides for payment of those drugs which legally require a prescription in writing by a qualified medical practitioner. The City or its Carrier will pay up to the first Eleven (\$11.00) Dollars for any dispensing fee for an approved prescription.

The Corporation also agrees to provide drug plan coverage and vision plan coverage to those employees who retire at or after age 55 whose normal retirement age is 65 and who have completed 30 years service, provided they do not have coverage through an alternate plan. The Corporation further agrees to provide drug plan coverage and vision plan coverage to those employees who retire at or after age 60 whose normal retirement age is 65, provided they do not have coverage through an alternate plan.

- (d) A group life insurance policy shall provide for coverage in the amount of One-hundred and Ten-thousand (\$110,000) Dollars. In the event an employee is in receipt of long term disability benefits, then the life insurance benefit will be the same amount of coverage as the employee was eligible for while the employee was working immediately prior to when **they** became eligible for LTD benefits.

For those employees who meet the retirement criteria in 22.02 (c) – the Corporation will provide Life Insurance Coverage in the amount of Ten Thousand (\$10,000) Dollars to age sixty-five (65), payable to the beneficiary.

- (e) The Employer shall institute and pay for a Vision Plan that an employee and/or **their** dependents may obtain eye glasses etc., up to a cost not to exceed **Five-hundred (\$500)** dollars in a two-year period.
- (f) In the event of the death of an active member or a retired employee, the current benefit coverage at the time of death will continue for a period of two (2) years for the eligible spouse and dependents, with the exception of Life Insurance and LTD coverage.

22.03 Dental Plan

The Employer shall arrange for dental plan coverage equivalent to Blue Cross Basic plus riders 1, 2, and 9, with a carrier of its choice, and the Employer shall pay 100 percent of the current premiums of said plan. Dental recall examinations are once every 12 months, except for children 12 years of age and under, who shall be entitled to recall examinations every 6 months.

The City will contract with the Carrier to provide orthodontic 50/50 co-insurance with One Thousand Eight Hundred (\$1,800) Dollars maximum per employee or eligible dependent on a lifetime basis.

22.04 Long-Term Disability Plan

The Employer shall arrange a long term disability plan which shall provide for a payment of sixty-six and two-thirds (66 2/3) of salary to a maximum of Three Thousand (\$3,000.00) Dollars per month, effective the 1st of the month following ratification of the Agreement, for full-time employees only, subject to a waiting period of twenty-six (26) weeks after declaration by the Insurer of disability, and the Employer shall pay the whole cost of said plan. The Employer shall assume the total cost of the premium for the plan up to age 65 or when the Employee has reached an unreduced pension as defined by OMERS.

The Corporation shall pay one hundred (100) percent of the cost of all benefits outlined in Clauses 22.02, 22.03, and 22.04 for the first two (2) years a member is in receipt of LTD benefits.

When an employee has been on long-term disability for a period of two (2) years, the Employer will pay for drug coverage only, for as long as the Employee remains on long-term disability up to age 65.

22.05 General

Any benefits which presently exist and may come into existence during the life of this Agreement that are not specifically covered by this Agreement shall remain in effect and shall be deemed to be a part of this Agreement and shall be appended hereto.

22.06 Safety Footwear

The employer will pay each permanent employee Three Hundred (\$300.00) Dollars towards the cost of "CSA Approved" safety footwear and this benefit shall be payable every second year thereafter. To be eligible, an employee must be a permanent employee as of January 1st in the year in which this benefit is payable. This clause is only applicable to those employees required to wear safety footwear in accordance with City policy.

22.07 Clothing Allowance

The Employer will purchase and provide all current Parking Control Officers, Municipal By-Law Enforcement Officers and **Building Department employees** the following items as required and at the discretion of the Supervisor:

- 2 winter weight long sleeved shirts
- 2 pairs of winter weight pants
- 1 fall/spring coat
- 1 fleece/sweater
- 1 pair of winter boots
- 1 pair of gloves
- 1 summer hat
- 1 winter hat

1 pair of summer shoes
 1 pair of fall/spring boots
 2 pairs of summer weight pants
 2 pairs of shorts
 2 short-sleeved tops
 1 nylon jacket
 1 raincoat
 1 winter parka
 Sunscreen lotion and protective UV sunglasses

All permanent full-time Engineering Department employees on the active payroll who are required to work on a regular basis outdoors will be provided with a clothing allowance of One-Hundred and Twenty-five (\$125.00) dollars per calendar year to provide appropriate clothing suitable for **their** working conditions. This clothing allowance will be provided on the first pay period following January 1st of every calendar year.

ARTICLE #23 – HEALTH AND SAFETY

23.01 Joint Health and Safety Committee

A Joint Health and Safety Committee shall be established to represent Local 434 and Local 434-1 of the City of Timmins, consisting of an equal number of representatives of the Union and of the Employer. The Committee shall enjoy the full support of both parties.

ARTICLE #24 -- GENERAL CONDITIONS

24.01 Proper Accommodation

The Employer will attempt to provide proper accommodation for employees required to have their meals on the premises.

24.02 Bulletin Boards

The Employer shall provide bulletin boards which shall be placed so that all employees will have access to 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.

24.03 Technological Change

Prior to any technological change being implemented, where such change could result in displacement of personnel, the Corporation shall confer with the Union with a view of minimizing the effects on personnel of such change. Said consultation shall contain all pertinent information and shall include retraining data for personnel involved.

24.04 Job Classification

When a substantial change in the duties or qualifications in any classification are made or when any new position is established during the life of this Agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree as to the classification and/or rate of pay of the job in question, such dispute shall be submitted to negotiations. The new rate shall become retroactive to the time the position was first filled by an employee.

ARTICLE #25 -- TERMINATION AND RENEWAL**25.01 Termination and Renewal**

This agreement shall be in effect from the **1st day of January, 2024**, and shall remain in effect until the **31st day of December, 2027**, and unless either party gives to the other party a written notice of termination, or of a desire to amend this Agreement, then it shall continue in effect for a further year without change.

25.02 Notice of Amendments to Agreements

Notice that amendments are required or that either party intends to terminate this Agreement may only be given within a period of not more than ninety (90) days and not less than thirty (30) days prior to the expiration date of the Agreement or any anniversary date of such expiration date.

25.03 Mutually Agreed Changes

Any mutually agreed changes to this Collective Agreement shall form part of this Collective Agreement and are subject to the Grievance and Arbitration Procedure.

25.04 Successors to Union

The Employer agrees to recognize any duly elected successor to the Canadian Union of Public Employees and its Local #434, if at any time the Union advised in writing of such successors.

IN WITNESS THEREOF THE PARTIES HERETO HAVE HEREUNTO SET
THEIR HANDS AND SEALS THIS 9 DAY OF May 2024.

CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 434

THE CORPORATION OF THE
CITY OF TIMMINS

Norm Berthiaume
Norm Berthiaume (May 9, 2024 14:38 EDT)

Dave Landers
Dave Landers (May 9, 2024 10:38 EDT)

Julie Morin
Julie Morin (May 9, 2024 07:34 EDT)

Ryan Plouffe
Ryan Plouffe (May 9, 2024 13:20 EDT)

Natalie Moore
Natalie Moore (May 8, 2024 15:49 EDT)

Aaron Huet
Aaron Huet (May 9, 2024 08:46 EDT)

Allison Morin
Allison Morin (May 8, 2024 15:16 EDT)

LeeAnn St. Jacques
LeeAnn St. Jacques (May 8, 2024 15:05 EDT)

APPENDIX A - Classification Structure - January 1, 2024 HOURLY RATE FOR CUPE LOCAL 434

Band Level	Job Class Title	Step 1	Step 2	Step 3	Step 4
1	Museum Attendant Surveyor Helper(Temp 1) - Engineering	\$ 22.27	\$ 23.58	\$ 24.87	\$ 26.22
2	Parking Control Officer	\$ 23.73	\$ 25.15	\$ 26.54	\$ 27.92
3	Parts Clerk - Transit Administrative Assistant - Engineering Ward Clerk - Golden Manor Administrative Assistant - WFP & WPCP Parts Clerk - Public Works	\$ 25.18	\$ 26.64	\$ 28.12	\$ 29.61
4	Tax Clerk Accounts Clerk - Golden Manor Accounts Payable Clerk Visitor Services Coordinator Administrative Assistant - Fire Dept Payroll/Accounting Clerk Program Support Assistant (TEDC) Public Works Clerk Administrative Assistant to Director of PW & ES Administrative Assistant - Golden Manor Administrative Assistant - Financial Services Administrative Assistant - Building & Planning Administrative Assistant - Director of Growth & Infra. Customer Service Clerk - Transit Administrative Assistant - Enforcement Services	\$ 26.60	\$ 28.14	\$ 29.70	\$ 31.30
5	Draftsperson - Engineering Stock-Keeper Customer Service Representative Clerk Coordinator POA Admin Clerk/Court Clerk	\$ 28.05	\$ 29.69	\$ 31.36	\$ 33.00
6	Engineering Design Technician Building Plans Examiner GIS Technician Customer Service Representative - Team Lead Maintenance Planner - Maintenance Dept.	\$ 29.51	\$ 31.19	\$ 32.95	\$ 34.65
7	Computer Technical Support Web Architect Municipal By-Law Enforcement Officer Assistant Accountant Payroll Assistant	\$ 30.92	\$ 32.74	\$ 34.56	\$ 36.37
8	Operations Analyst - Technician Payroll Coordinator Purchasing Officer	\$ 32.33	\$ 34.26	\$ 36.14	\$ 38.06
9		\$ 33.79	\$ 35.75	\$ 37.75	\$ 39.73
10	Municipal Surveyor Deputy Tax Collector Engineering Technician	\$ 35.21	\$ 37.28	\$ 39.34	\$ 41.41
11	Building Inspector/PSO/Provincial Office	\$ 36.66	\$ 38.83	\$ 40.97	\$ 43.15
12	Chief Tax Collector	\$ 38.10	\$ 40.32	\$ 42.59	\$ 44.79
13		\$ 39.54	\$ 41.86	\$ 44.18	\$ 46.50
14	Senior Building Inspector	\$ 40.95	\$ 43.35	\$ 45.80	\$ 48.20

Student Rate - January 1, 2024 - \$18.00/hr

APPENDIX A - Classification Structure - January 1, 2025 HOURLY RATE FOR CUPE LOCAL 434

Band Level	Job Class Title	Step 1	Step 2	Step 3	Step 4
1	Museum Attendant Surveyor Helper(Temp 1) - Engineering	\$ 22.94	\$ 24.29	\$ 25.62	\$ 27.01
2	Parking Control Officer	\$ 24.44	\$ 25.90	\$ 27.34	\$ 28.76
3	Parts Clerk - Transit Administrative Assistant - Engineering Ward Clerk - Golden Manor Administrative Assistant - WFP & WPCP Parts Clerk - Public Works	\$ 25.94	\$ 27.44	\$ 28.96	\$ 30.50
4	Tax Clerk Accounts Clerk - Golden Manor Accounts Payable Clerk Visitor Services Coordinator Administrative Assistant - Fire Dept Payroll/Accounting Clerk Program Support Assistant (TEDC) Public Works Clerk Administrative Assistant to Director of PW & ES Administrative Assistant - Golden Manor Administrative Assistant - Financial Services Administrative Assistant - Building & Planning Administrative Assistant - Director of Growth & Infra. Customer Service Clerk - Transit Administrative Assistant - Enforcement Services	\$ 27.40	\$ 28.98	\$ 30.59	\$ 32.24
5	Draftsperson - Engineering Stock-Keeper Customer Service Representative Clerk Coordinator POA Admin Clerk/Court Clerk	\$ 28.89	\$ 30.58	\$ 32.30	\$ 33.99
6	Engineering Design Technician Building Plans Examiner GIS Technician Customer Service Representative - Team Lead Maintenance Planner - Maintenance Dept.	\$ 30.40	\$ 32.13	\$ 33.94	\$ 35.69
7	Computer Technical Support Web Architect Municipal By-Law Enforcement Officer Assistant Accountant Payroll Assistant	\$ 31.85	\$ 33.72	\$ 35.60	\$ 37.46
8	Operations Analyst - Technician Payroll Coordinator Purchasing Officer	\$ 33.30	\$ 35.29	\$ 37.22	\$ 39.20
9		\$ 34.80	\$ 36.82	\$ 38.88	\$ 40.92
10	Municipal Surveyor Deputy Tax Collector Engineering Technician	\$ 36.27	\$ 38.40	\$ 40.52	\$ 42.65
11	Building Inspector/PSO/Provincial Office	\$ 37.76	\$ 39.99	\$ 42.20	\$ 44.44
12	Chief Tax Collector	\$ 39.24	\$ 41.53	\$ 43.87	\$ 46.13
13		\$ 40.73	\$ 43.12	\$ 45.51	\$ 47.90
14	Senior Building Inspector	\$ 42.18	\$ 44.65	\$ 47.17	\$ 49.65

Student Rate - January 1, 2025 - \$18.00/hr

APPENDIX A - Classification Structure - January 1, 2026 HOURLY RATE FOR CUPE LOCAL 434

Band Level	Job Class Title	Step 1	Step 2	Step 3	Step 4
1	Museum Attendant Surveyor Helper(Temp 1) - Engineering	\$ 23.63	\$ 25.02	\$ 26.39	\$ 27.82
2	Parking Control Officer	\$ 25.17	\$ 26.68	\$ 28.16	\$ 29.62
3	Parts Clerk - Transit Administrative Assistant - Engineering Ward Clerk - Golden Manor Administrative Assistant - WFP & WPCP Parts Clerk - Public Works	\$ 26.72	\$ 28.26	\$ 29.83	\$ 31.42
4	Tax Clerk Accounts Clerk - Golden Manor Accounts Payable Clerk Visitor Services Coordinator Administrative Assistant - Fire Dept Payroll/Accounting Clerk Program Support Assistant (TEDC) Public Works Clerk Administrative Assistant to Director of PW & ES Administrative Assistant - Golden Manor Administrative Assistant - Financial Services Administrative Assistant - Building & Planning Administrative Assistant - Director of Growth & Infra. Customer Service Clerk - Transit Administrative Assistant - Enforcement Services	\$ 28.22	\$ 29.85	\$ 31.51	\$ 33.21
5	Draftsperson - Engineering Stock-Keeper Customer Service Representative Clerk Coordinator POA Admin Clerk/Court Clerk	\$ 29.76	\$ 31.50	\$ 33.27	\$ 35.01
6	Engineering Design Technician Building Plans Examiner GIS Technician Customer Service Representative - Team Lead Maintenance Planner - Maintenance Dept.	\$ 31.31	\$ 33.09	\$ 34.96	\$ 36.76
7	Computer Technical Support Web Architect Municipal By-Law Enforcement Officer Assistant Accountant Payroll Assistant	\$ 32.81	\$ 34.73	\$ 36.67	\$ 38.58
8	Operations Analyst - Technician Payroll Coordinator Purchasing Officer	\$ 34.30	\$ 36.35	\$ 38.34	\$ 40.38
9		\$ 35.84	\$ 37.92	\$ 40.05	\$ 42.15
10	Municipal Surveyor Deputy Tax Collector Engineering Technician	\$ 37.36	\$ 39.55	\$ 41.74	\$ 43.93
11	Building Inspector/PSO/Provincial Office	\$ 38.89	\$ 41.19	\$ 43.47	\$ 45.77
12	Chief Tax Collector	\$ 40.42	\$ 42.78	\$ 45.19	\$ 47.51
13		\$ 41.95	\$ 44.41	\$ 46.88	\$ 49.34
14	Senior Building Inspector	\$ 43.45	\$ 45.99	\$ 48.59	\$ 51.14

Student Rate - January 1, 2026 - \$18.00/hr

APPENDIX A - Classification Structure - January 1, 2027 HOURLY RATE FOR CUPE LOCAL 434

Band Level	Job Class Title	Step 1	Step 2	Step 3	Step 4
1	Museum Attendant Surveyor Helper(Temp 1) - Engineering	\$ 24.34	\$ 25.77	\$ 27.18	\$ 28.65
2	Parking Control Officer	\$ 25.93	\$ 27.48	\$ 29.00	\$ 30.51
3	Parts Clerk - Transit Administrative Assistant - Engineering Ward Clerk - Golden Manor Administrative Assistant - WFP & WPCP Parts Clerk - Public Works	\$ 27.52	\$ 29.11	\$ 30.72	\$ 32.36
4	Tax Clerk Accounts Clerk - Golden Manor Accounts Payable Clerk Visitor Services Coordinator Administrative Assistant - Fire Dept Payroll/Accounting Clerk Program Support Assistant (TEDC) Public Works Clerk Administrative Assistant to Director of PW & ES Administrative Assistant - Golden Manor Administrative Assistant - Financial Services Administrative Assistant - Building & Planning Administrative Assistant - Director of Growth & Infra. Customer Service Clerk - Transit Administrative Assistant - Enforcement Services	\$ 29.07	\$ 30.75	\$ 32.46	\$ 34.21
5	Draftsperson - Engineering Stock-Keeper Customer Service Representative Clerk Coordinator POA Admin Clerk/Court Clerk	\$ 30.65	\$ 32.45	\$ 34.27	\$ 36.06
6	Engineering Design Technician Building Plans Examiner GIS Technician Customer Service Representative - Team Lead Maintenance Planner - Maintenance Dept.	\$ 32.25	\$ 34.08	\$ 36.01	\$ 37.86
7	Computer Technical Support Web Architect Municipal By-Law Enforcement Officer Assistant Accountant Payroll Assistant	\$ 33.79	\$ 35.77	\$ 37.77	\$ 39.74
8	Operations Analyst - Technician Payroll Coordinator Purchasing Officer	\$ 35.33	\$ 37.44	\$ 39.49	\$ 41.59
9		\$ 36.92	\$ 39.06	\$ 41.25	\$ 43.41
10	Municipal Surveyor Deputy Tax Collector Engineering Technician	\$ 38.48	\$ 40.74	\$ 42.99	\$ 45.25
11	Building Inspector/PSO/Provincial Office	\$ 40.06	\$ 42.43	\$ 44.77	\$ 47.14
12	Chief Tax Collector	\$ 41.63	\$ 44.06	\$ 46.55	\$ 48.94
13		\$ 43.21	\$ 45.74	\$ 48.29	\$ 50.82
14	Senior Building Inspector	\$ 44.75	\$ 47.37	\$ 50.05	\$ 52.67

Student Rate - January 1, 2027 - \$18.00/hr