

A G R E E M E N T

BETWEEN:

**THE CORPORATION OF THE
MUNICIPALITY OF NEEBING**

AND

**CANADIAN UNION OF PUBLIC
EMPLOYEES - LOCAL 87-08**

Term of Agreement: April 1, 2024 March 31, 2028

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MEMORANDUM OF AGREEMENT made this 23rd day of January 2024.

BETWEEN:

THE CORPORATION OF THE MUNICIPALITY OF NEEBING,
(hereinafter referred to as the "**EMPLOYER**"),
OF THE FIRST PART,

AND

CANADIAN UNION OF PUBLIC EMPLOYEES - LOCAL 87-08,
(hereinafter referred to as the "**UNION**"),
OF THE SECOND PART.

WITNESSETH:

PREAMBLE:

- The purpose of this Agreement is to maintain a harmonious relationship between the Employer and its employees; to provide an amicable method of fairly and peacefully adjusting any disputes which may arise between the Employer and its employees and to recognize the value of joint discussion.

ARTICLE 1 - RECOGNITION

1.01 The Employer recognizes the Union as the exclusive bargaining agent for all employees of The Corporation of the Municipality of Neebing, save and except foreman, those above the rank of foreman, persons regularly employed for not more than twenty-four (24) hours per week, students employed during school vacation periods and office and clerical staff.

1.02 No employee shall be required to make any written or verbal agreement with the Employer or its representatives which conflicts with the terms of this Collective Agreement.

1.03 Work of the Bargaining Unit

It is agreed that non-union employees will not regularly perform duties normally carried out by members of the bargaining unit except in cases agreed upon by the parties or in the event of an emergency.

ARTICLE 2 - DEFINITIONS

- 2.01 "Employee" shall include only such persons within the scope of the bargaining unit described in Article 1 who have completed their probationary period.
- 2.02 "Full-time Employee" shall mean an employee who has successfully completed his probationary period and who is employed in a full-time position of a continuous nature.
- 2.03 "Temporary Employee" is defined as an employee hired to carry out short-term jobs, or to fill a vacancy caused by the absence of a full time employee, with start and end dates as specified in the job posting, but who ceases to be employed when the specific job for which they were hired has been completed or the full time employee is returning to work. A temporary employee shall not accrue seniority. A temporary employee would be required to serve only one probationary period with the Employer.
- 2.04 "Steward" is an employee elected or appointed by the members of the bargaining unit and duly accredited in writing to the Employer, to represent an employee or employees in presenting a grievance to the Employer.
- 2.05 "Clerk" shall mean the Clerk of the Municipality of Neebing.
- 2.06 For the purposes of interpretation of this Agreement, wherever the singular or feminine gender is used in this Agreement, it shall be considered as if the plural or masculine has been used where the context of the Agreement so requires.
- 2.07 "Arbitration Board" may include a single arbitrator selected by the Employer and the Union.

ARTICLE 3 - RELATIONSHIP

3.01 No Discrimination

Each of the parties hereto agrees that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised upon any employee on account of membership or non-membership in any trade union or association or by reason of race, colour, sex, marital status, political or religious beliefs or national origin.

The Employer and the Union agree that in applying this Agreement, they will comply with the provisions of the Ontario Human Rights Code, the Employment Standards Act and the Ontario Labour Relations Act.

3.02 Prohibition of Union Activities

The Union agrees that neither it, nor its officers, agents, representatives and members will engage in union activities on Employer time or on Employer property Except as authorized by this Agreement.

3.03 Deduction of Union Dues

It will be a condition of employment for all present and new full-time, and temporary employees that amounts equivalent to regular monthly Union dues be deducted from their wages and remitted to the Union whether or not they sign applications for membership in the Union, such deductions to commence in the month immediately following the completion of thirty (30) days of continuous employment.

The Employer shall remit the above-mentioned deductions to the Secretary-Treasurer of the Union accompanied by a list of the names of all employees from whose wages the deductions have been made and the names of any employees, who have been newly hired, terminated, laid off or recalled. Such remittance shall be made not later than the fifteenth (15th) day of the month following the month in which such deductions were made. 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.

3.04 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.

This list will also indicate the employee's work site and employment status (such as regular full-time, regular part-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 87 Executive and the CUPE National Representative on a quarterly basis.

3.05 T-4 Slips

The Employer will indicate on the T-4 slips issued to each employee, the total amount of Union dues or their equivalent deducted during the previous year.

3.06 Interview of New Employees

The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect and to introduce the new employee to the Union Steward or representative within two (2) weeks of employment. The Union Steward or representative will provide the new employee with a copy of the Collective Agreement.

3.07 Upon the signing of this Agreement, the Employer will post and furnish the Union with a copy of a list covering 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 August each year. No objection may be taken by the Union unless notice of objection is given by the Union to the Employer within one (1) month after the Union has been furnished with the seniority lists in which the item first appeared. No objection may be taken by any employee unless notice of objection is given by such employee to the Employer within one (1) month after the seniority lists have been posted.

3.08 Correspondence between the parties shall, where practicable, pass to and from the Clerk and the Chief Steward with a copy to the CUPE National Representative.

ARTICLE 4 - MANAGEMENT RIGHTS

4.01 The right to hire, retire, promote, classify, layoff, recall, demote, transfer, discharge, or discipline for just cause, to maintain order and efficiency and to establish and enforce rules and regulations governing the conduct of the employees, is the exclusive function and responsibility of the Employer, subject to the terms and conditions of this Agreement. All matters concerning the operations of the Employer not specifically dealt with herein shall be reserved to the Employer.

ARTICLE 5 - STEWARDS AND UNION COMMITTEES

5.01 The Employer will deal with the Union with respect to any differences between the Union and the Employer and grievances of an employee(s) which may properly arise hereunder from time to time during the term of this Agreement. At any meeting between the Union and the Employer, the Union may be accompanied by the CUPE National Representative. The Employer may also have the assistance of a consultant(s) at the meeting.

5.02 Union Officers and Stewards

The Union will inform the Employer in writing of the names of its Officers and

Steward from time to time and the Employer will not be required to recognize the Officers or Steward until it has been notified in writing by the Union of the names of the employees elected.

5.03 The Union acknowledges the Steward 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 regular duties, he will report to his supervisor. In accordance with the understanding, such employee will be compensated by the Employer to the extent of one hundred percent (100%) of his regular rate of pay for such time spent in dealing with grievances of employees under the Grievance Procedures. Compensation will not be allowed for time spent outside of the employee's regular working hours, and the Employer reserves the right to withhold payment, if an unreasonable or abnormal amount of time is consumed in dealing with such matters.

5.04 Labour Management Committee

A Labour Management Committee shall be established consisting of not more than two (2) representatives from the bargaining unit and not more than two (2) representatives from the Employer. Regular meetings at mutually agreeable times during regular working hours will be held, when requested by either the Union or the Employer. A minimum of one meeting per calendar year shall be held. The chairmanship may alternate.

5.05 Union Bargaining Committee

A Union Bargaining committee shall be elected or appointed and shall consist of not more than two (2) Employees, who are members of the Union and the CUPE National Representative. The Union will advise the Employer of the Committee members.

ARTICLE 6 - GRIEVANCE AND ARBITRATION PROCEDURE

6.01 Definition

A grievance is defined as any difference between the Employer, and/or Union, and an employee or employees having completed his or their probationary period as to the interpretation, application, administration or alleged violation of the provisions of this Agreement.

6.02 A grievance shall be taken up in the following manner:

STEP 1

An employee having a grievance or one designated member of a group having a grievance shall within four (4) working days after the occurrence of the circumstances giving rise to the grievance, or four (4) working days after the employee or the Union knew or ought reasonably to have known of the subject matter of the grievance, either alone or accompanied by the Steward, first take the grievance up with the Municipal Clerk who will attempt to resolve it. If the grievance is not resolved, it shall be reduced to writing and signed by the employee involved, and two (2) copies shall be given to the Mayor or Deputy Mayor or designate within ten (10) working days of the occurrence. The Mayor or Deputy Mayor or designate shall give his written reply within ten (10) working days of receipt of written grievance.

STEP 2

If a settlement satisfactory to the employee or the designated member of a group having a grievance is not reached in Step 1, the written grievance may be taken by the employee accompanied by a Steward or the CUPE National Representative, within ten (10) working days thereafter to Municipal Council. The Steward or the CUPE National Representative will be given an opportunity to discuss the grievance with Municipal Council, with or without the employee concerned being present. The Municipal Council shall render a decision in writing to the employee, Steward and the CUPE National Representative not later than ten (10) days following the presentation of the written grievance to the Municipal Council.

6.03 Presence of Grievor at Meetings

Either the Employer or the Union may require that the employee or a member of the group of employees involved in the grievance being appealed shall be present at such meeting.

6.04 Grievance Forms

All grievance forms shall contain one grievance. A written grievance shall contain a clear and concise statement concerning the alleged grievance, the persons involved, the date on which the alleged grievance occurred, and the relief sought if practicable.

6.05 Time Limits

Time limits shall be computed by excluding Saturday, Sunday, paid 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. Failure of the Employer to meet its time limits shall permit the aggrieved employee to take the grievance to the next step, provided he presents the grievance at this next step within four (4) working days after the expiration of the said time limit. Any

agreement as to an extension of time will be valid only if signed by the Mayor or Deputy Mayor, Clerk or designate, and the steward or the CUPE National Representative.

6.06 Meetings held in conjunction with the Grievance Procedure will be held on the Employer's premises.

6.07 The Union shall have the right to have the assistance of the CUPE National Representatives when negotiating with the Employer for the renewal of this Agreement or dealing with the Employer on matters arising out of this Agreement. The Employer may also have the assistance of a consultant(s) at such meetings.

6.08 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 7 - SUBMISSION TO ARBITRATION

7.01 Should any grievance fail to be satisfactorily settled under the foregoing procedure, the Union may within thirty (30) working days following receipt of the answer from Council, notify the Employer in writing of its desire to submit the grievance to arbitration.

7.02 Failure to Submit to Arbitration

If the grievance is not referred to arbitration within the said thirty (30) working day period by the Union, or Employer the grievance will be conclusively deemed to have been finally abandoned.

7.03 Provision for Single Arbitration

The Union and the Employer may agree upon an arbitrator to hear the matter, and for this purpose will exchange nominations.

7.04 Composition of Board of Arbitration

Failing agreement between the Union and the Employer within ten (10) days as to the arbitrator to be appointed, the matter may be referred within four (4) days thereafter to a Board of Arbitration composed of three (3) members, and either the Union or the Employer may inform the other party in writing of its desire to submit the matter to arbitration by a three-person board, and the notice shall contain the

name of the first party's appointee to an arbitration board. The recipient of the notice shall within four (4) days advise the other party of the name of its appointee to the Arbitration Board. The two (2) appointees so selected shall within five (5) days of the appointment of the second of them, appoint a third person who shall be chairman.

If either party fails to make the required appointments within the time designated, either or both parties may request the Minister of Labour for Ontario to fill the vacancies.

7.05 Failure to Request Minister of Labour to Appoint

If within thirty (30) days after notice in writing to submit the difference or allegation to arbitration has been given, neither party has requested the Minister of Labour to fill the vacancies, the grievance shall be deemed to have been abandoned.

7.06 Decision of the Board

The Arbitration Board shall hear and determine the difference and shall issue a decision and the decision shall be final and binding upon the parties and upon any employee affected by it. The decision of a majority shall be the decision of the Arbitration Board, but if there is no majority, the decision of the chairman shall govern. The decision shall be discussed by the Arbitration Board with all members of the Board present before it is rendered to the parties involved.

7.07 Authority of Arbitration Board

It is understood and agreed that the Arbitration Board shall have authority only to settle disputes under the terms of this Agreement and may only interpret and apply this Agreement to the facts of the particular grievance involved. Only grievances arising from the interpretation, application, administration, or alleged violation of this Agreement, including a question as to whether a matter is arbitrable, shall be arbitrable.

The Board of Arbitration shall have no power to alter, add to, subtract from, modify or amend this Agreement, nor to give any decision inconsistent with it.

7.08 Compensation of Arbitration Board

The Union and the Employer shall each be responsible for the fees and expenses of its own nominee and one-half of the fees and expenses of the chairman or a single arbitrator.

7.09 Place of Hearing

Arbitrations shall be heard at Thunder Bay, Ontario or at such other places as may be agreed upon by the Union and the Employer.

ARTICLE 8 - DISCHARGE GRIEVANCES

8.01 The parties agree that disciplinary action will only be taken by the Employer with just cause and that the principles of progressive discipline will be followed. Prior to any decision being made by the Employer in regard to such disciplinary action the employee will be given a reasonable opportunity to respond to the Employer's concern or allegation, in a meeting with prior notice, with the assistance of a Union Representative.

Prior to the issuance of a suspension or discharge, the employee involved, a Steward, the CUPE National Representative or the Union President shall meet with the Mayor or Deputy Mayor or designate (and other management staff if required) as soon as possible after the incident(s) giving rise to the action to discuss the matter(s) and the employee will be given full opportunity to respond to any allegations(s).

The Mayor or Deputy Mayor or designate will determine if and to what extent disciplinary action will be taken.

All disciplinary action will be taken in the presence of a Steward, unless the employee declines representation. In cases of suspension or discharge, the CUPE National Representative or the Union President will also be present.

8.02 Disciplinary action is defined, but not limited to:

a) a recorded "verbal" warning which is noted as such and has been brought to the attention of the employee; or,

b) a recorded "written" warning which is noted as such and has been brought to the attention of the employee; or

c) a suspension; or

d) a discharge for cause.

8.03 Discipline or discharge grievances shall be processed to Step # 2 of the grievance procedure with a written statement lodged with the Mayor or Deputy Mayor within five (5) calendar days after the employee has received notice of such disciplinary action. Such grievances may be settled by:

- a) confirming management's action; or,
- b) reinstating the employee with full compensation for time lost; or,
- c) any other arrangement which is just and equitable in the opinion of the conferring parties or the Board of Arbitration.

8.04 Personnel File

An employee shall have access to his personnel file and shall have the right to respond in writing to any document contained therein. Such reply shall form part of the permanent record.

ARTICLE 9 - EMPLOYER GRIEVANCES

9.01 It is understood that the Employer may bring forward at any meeting held with the Steward, any complaint with respect to the conduct of the Union, its Officers or committee members or a member, which may affect the Employer and that 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 Steward with a copy to the Union and the CUPE National Representative.

If such complaint is not settled to the satisfaction of the Employer, the Steward or the CUPE National 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 or if no written reply is received by the Employer within ten (10) working days after the mailing or delivery of the written grievance to the CUPE National Representative, the Employer may, within ten (10) working days after the receipt of the reply or within thirty (30) working days after the mailing or delivery of the grievance in case no written reply is received, refer the grievance to arbitration in accordance with Article 7 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 10 - PROBATIONARY PERIOD AND SENIORITY

10.01 Probationary Period

New full-time and temporary employees shall be on probation until they have completed six (6) months of continuous service with the Employer.

The employment of probationary employees may be terminated at any time during

the probationary period without recourse to the grievance procedure. After completion of the probationary period, seniority shall be effective from the first day worked. The Employer may with the consent of the employee and the Union, extend such probationary period.

The provisions of this Agreement apply to probationary employees except for those provisions of this Agreement which expressly provide that such provisions do not apply to probationary employees and also except for those provisions of this Agreement which expressly apply only to full-time and temporary employees.

10.02 Seniority Factors

The Employer and the Union agree that in the case of transfers and promotions, (other than promotions outside the bargaining unit) appointments will be made of the applicant with the greatest seniority and having the required qualifications and ability to perform the job.

In the case of lay-off, employees shall be laid off in the reverse order of their bargaining-unit-wide seniority.

In the event that the Working Foreman position is held by a junior-seniority employee, he would be laid off under the terms of the collective agreement. However, should the remaining members refuse or are incapable of fulfilling that function, the junior laid-off person will be re-instated and the next junior person will be laid off.

Employees will be recalled in the order of their seniority and no new employees will be hired until those laid off have been given an opportunity of recall.

10.03 Termination of Service

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 Grievance Procedure);
- (b) an employee is absent from work without providing a satisfactory reason;
- (c) an employee fails to report to work at the termination of a leave of absence or within ten (10) days after being recalled to work without providing a reason satisfactory to the Employer;
- (d) an employee is absent for more than fifteen (15) months because of layoff or is absent for more than twenty-four (24) months because of physical disability.
These time limits may be extended by the Employer.

10.04 Employees Shall Not Lose Seniority

Subject to Clause 11.03, seniority rights will not be lost by an employee during a leave of absence because of sickness or accident granted in writing by the Employer and seniority shall continue to accrue to the employee during a defined period of absence unless the written leave specified otherwise. An employee on leave of absence of two (2) months or more is required to give confirmation of date of return at least thirty (30) calendar days prior to his return, or lesser notice than thirty (30) calendar days, but not less than fourteen (14) calendar days, if the employee has a valid reason for providing lesser notice.

10.05 Notice of Termination

Every full-time employee shall give at least one (1) month's notice of termination of his employment.

10.06 Notices

Any notice to any employee under this Agreement must be given by prepaid registered post addressed to the employee at his last address shown on the

seniority list or on the payroll of the Employer and such notice shall be deemed to have been given when delivered to the postal authorities.

10.07 Layoffs

In the event of a proposed layoff of a permanent or long-term nature, the Employer will:

- (1) provide the local Union with as much advance notice of the layoff as is reasonably possible;
- (2) meet with the local Union through the Labour-Management Committee to review the reasons causing the layoff and the method of implementation of the layoff.

The Employer shall give each employee in the bargaining unit who has acquired seniority and who is to be laid off for a period of more than eight (8) weeks, notice in writing of his layoff in accordance with the following schedule:

Up to two years service - One week notice

Two years or more but less than five years service - Two weeks notice

Five years or more but less than ten years service - Four weeks notice

Ten years or more service - Eight weeks notice

Such notice will be handed to the employee and signed acknowledgement requested if the employee is at work at the time the notice is ready for delivery. In the alternative, it shall be mailed by registered mail.

10.08 Promotions/Transfers Outside the Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without his/her written consent. An Employee who is transferred or promoted to a position outside the bargaining unit may accumulate seniority for a maximum period of 12 months and the Employee shall pay Union dues during this period. In the event the Employee is returned by the Employer to a position in the bargaining unit within twelve (12) months, he or she shall be credited with the seniority held at the time of transfer and/or promotion plus the seniority earned outside the bargaining unit. An Employee not returned to the bargaining unit within twelve (12) months shall forfeit bargaining unit seniority.

ARTICLE 11 - JOB POSTINGS AND TRAINING

11.01 Posting of Vacancies

Prior to filling any vacancies in full-time positions covered by the terms of this Agreement, the Employer shall post notice of the vacancy on the bulletin board for a minimum of five (5) working days. Such notice shall contain the following information: nature of position, required knowledge and education, ability and skills, wage rate or range. No hiring for additional employees shall be made until after such posting has been completed.

11.02 Temporary Vacancies

Temporary vacancies within the bargaining unit which are not expected to exceed three (3) months need not be posted.

Such temporary vacancies of three (3) months duration or less may be filled at the discretion of the Employer. If the temporary vacancy is a promotion, the position will be offered to bargaining unit employees on a most senior qualified basis.

Temporary positions expected to last longer than three (3) months shall be posted so that bargaining unit employees can apply. If no qualified bargaining unit employees apply, the Employer may advertise externally.

Upon completion of the period of work in the temporary vacancy, bargaining unit

employees shall be returned to their former position and appropriate rate of pay.

A temporary employee defined in article 2.03 will be terminated at the end of the temporary vacancies.

11.03 Trial Period

If an employee who is promoted or transferred as a result of job posting has not, in the opinion of the Employer, met the requirements of that job or if the employee finds himself unable to perform the requirements of the new job, at any time within ninety (90) days from the date of the promotion or transfer, the employee shall be returned by the Employer to his former position and former rate of pay subject to the other provisions relating to seniority, layoff and recall. Furthermore, those employees who have been promoted or transferred because of the aforesaid re-arrangement of job shall be returned to their former job and former rate of pay without loss or interruption of seniority and, subject to the other provisions relating to the seniority, layoff and recall. Until the applicant has successfully completed his trial period, his former position may be filled by a temporary employee.

11.04 Job Related Training

It shall be mandatory for all full-time employees to undergo training and become proficient in the use and operation of all public works equipment and vehicles.

The Employer shall inaugurate and maintain a system of "job related" training so that every employee shall have the opportunity to receive training and qualify for promotion or transfer, in the event of a vacancy arising. Accordingly, employees shall 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 shall be allocated according to the seniority provisions of this Agreement.

An employee, after receiving "job related" training as proposed above, may request a test in vehicle proficiency at any time.

The employees shall attend "job related" training sessions as required. The cost of the training will be the burden of the Employer and the employee will not suffer any reduction in pay as a result of their attendance at said training.

Tests for employees in proficiency operation for the purpose of promotion or other reasons, will be carried out by the Employer's Representative, and may be witnessed by the employee's Union Steward. Decisions as to results of such tests will be made by the Representative and will be final. Any grievances arising from such tests are to be processed in the usual manner.

11.05 Test in Vehicle Proficiency

Tests for employees in proficiency operation for the purpose of promotion or other reasons, will be carried out by the Employer's Representative, and may be witnessed by the employee's Union Steward. Decisions as to results of such tests will be made by the Employer's Representative and will be final. Any grievances arising from such tests are to be processed in the usual manner.

11.06 Acting Pay

A full-time employee transferred to a higher classification shall be paid the higher rate for all periods in which he is performing the duties of the higher classification.

ARTICLE 12 - HOURS OF WORK /OVERTIME AND WORKING CONDITIONS

12.01 Work Week

- * The normal hours of work for full-time employees shall be eight (8) hours per day (exclusive of a one-half hour unpaid lunch period) and forty (40) hours per week, Monday to Friday inclusive.

The work day shall begin at 7:30 a.m. and end at 4:00 p.m. with one-half (1/2) hour off for lunch.

Employees shall be permitted a paid rest period of fifteen (15) consecutive minutes in both the first and the second half of a shift.

For the purpose of screening gravel the hours of work for full time employees may vary from above providing the shifts shall remain at eight (8) hours per day Monday to Friday inclusive but can have varying start and stop times. Such change of schedule shall be posted by 4:00 p.m. Thursday for the following week.

Temporary employees working during the period April 1st to October 31st may be assigned shifts other than those specified in Article 12.01 for Monday to Friday. Hours outside the 7:30 a.m. to 4:00 p.m. shift shall be paid at straight time, however all other overtime premiums shall apply. Schedules for these employees will be posted by 4:00 p.m. Thursday for the following week.

12.02 Overtime Pay

Time worked (if required by the Employer) in excess of eight (8) hours per day or forty (40) hours per week will constitute overtime work and shall be paid at the rate of one and one-half times the regular straight time hourly rate.

12.03 No Pyramiding Premiums

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

The Employer shall endeavour and usually equally distribute overtime hours amongst those qualified to perform the work.

12.04 The Union and the employees recognize that the Employer may require an employee to work in excess of the hours prescribed in Clause 12.01 above.

12.05 In the event that an employee is requested to report to work prior to 7:30 a.m. on a regular work day during the normal work week, or on a Saturday, Sunday or holiday, that employee shall be paid a bonus equivalent to three (3) hours of work paid at time and one-half of that employee's hourly rate.

Bonus Pay is excluded from lieu time calculations.

12.06 Contracting Out

No employee will be terminated, laid-off or have their regularly scheduled work day or regularly scheduled week reduced as a result of contracting out.

12.07 Working Conditions

All safety items which are fully or partially funded and provided for by the Employer must be used by the employee while performing his duties, as per the Health and Safety Policy & Procedure Manual and/or the Occupational Health and Safety Act and/or covered under any other legislation.

12.08 Banked Overtime

Time in lieu of pay for overtime will be allowed, equivalent to hours earned (for example if an employee works two hours at time and one-half, the employee will bank three hours). Time off will be taken at a time mutually agreed upon by the employee and the employer. The employee will be allowed to accumulate up to a maximum of forty (40) hours banked time per year. Time paid shall be at the rate it was earned.

ARTICLE 13 - PAID HOLIDAYS

13.01 The Employer recognizes the following paid holidays for full-time employees:

New Year's Day	Truth & Reconciliation Day
Family Day	Thanksgiving Day
Easter Monday	Remembrance Day
Good Friday	Christmas Day
Victoria Day	Boxing Day
Canada Day	The afternoon of Christmas Eve Day
August Civic Holiday (first Monday in August)	The afternoon of New Year's Eve Day
Labour Day	

13.02 The Employer recognizes that the employees shall have the option of time off without pay between Boxing Day and New Year's Day, save and except those situations that require the employees to report to work.

The Union and employees agree that no call-out or overtime will be paid to the employee if required to work during the normal working hours stipulated in Section 12.01.

13.03 In order to qualify for each holiday, the full-time employee must work the last scheduled tour immediately prior to and the first scheduled tour immediately following the paid holiday, must have completed his probationary period and have been at work on at least twelve (12) of the thirty (30) calendar days immediately preceding the holiday.

13.04 An employee who is absent on a holiday after being posted to work forfeits all pay for the day unless the employee presents to the Employer proof of illness or non occupational accident rendering him unable to perform his regular duties, in which case his absence from work will be treated as the paid holiday.

13.05 Where a paid holiday falls on an employee's regularly scheduled day off, it shall be deemed to be a paid holiday and the employee will be given another day off at some other time.

13.06 Where a paid holiday occurs during the vacation period of an employee, the Employee will receive an additional day off at a later date mutually agreeable to the Employer and employee.

13.07 Compensation for Holidays Occurring on a Saturday or Sunday

(a) When any of the said holidays set out in 13.01 occurs on a Saturday and the said paid holiday is not designated by the Employer as being observed on

some other day, the Monday immediately following such Saturday shall be deemed to be the holiday for the purposes of this Agreement.

- (b) When any of the said holidays set out in 13.01 occurs on a Sunday and the said paid holiday is not designated by the Employer as being observed on some other day, the Monday immediately following such Sunday (or the Tuesday immediately following such Sunday where 13.01 already applies to the Monday), shall be deemed to be the holiday for the purposes of this Agreement.

13.08 Temporary employees are to be paid ten percent (10%) for said holidays based on two (2) weeks regular hours worked prior to the holiday (i.e. if eighty (80) hours worked in the two (2) weeks prior to the holiday, the temporary employee would be paid for eight (8) hours).

Article 14 - VACATIONS

14.01 Vacation Schedules and Seniority

Vacations may be taken on a seniority basis throughout the calendar year but the Chairman of Public Works, in consultation with Municipal Council and the Working Foreman, will make the final decision as to the time that any employee will take his Vacation after consideration has been given to the preference of the employee. Preference of employees for vacation times will be indicated to the Supervisor by the employees in order of their seniority.

Vacations to be taken between June 1st and September 15th must be requested by March 1st. Requests made after March 1st shall be considered on a "first-come, first serve basis" and only if operationally possible.

14.02 Vacation Pay on Termination

When employment is terminated before completion of twelve (12) months of employment, vacation pay will be computed and paid in accordance with the Employment Standards Act.

14.03 Length of Vacation

After one (1) year of continuous service, a full-time employee shall be entitled to Two (2) weeks vacation with pay.

After three (3) years of continuous service, a full-time employee shall be entitled to three (3) weeks vacation with pay.

After nine (9) years of continuous service, a full-time employee shall be entitled to four (4) weeks vacation with pay.

After fifteen (15) years of continuous service, a full-time employee shall be entitled To five (5) weeks vacation with pay.

After twenty (20) years of continuous service, a full-time employee shall be entitled To six (6) weeks vacation with pay.

After twenty-five (25) years of continuous service, a full-time employee shall be Entitled to seven (7) weeks vacation with pay.

14.04 Unused Vacation and Lieu Time

The value of all earned and unused vacation time, and all earned and unused time-in-lieu of pay for overtime (as per 12.08), will be paid to the employee at the end of the calendar year.

ARTICLE 15 - LEAVE OF ABSENCE

15.01 The Employer may grant leave of absence without pay to an employee. Request for leave of absence shall be made in writing to the Mayor or Deputy Mayor. The Employer may grant a requested leave of absence where staffing permits.

15.02 Compassionate Leave

If the spouse (including same sex or common law), parent or child of a regular full-time employee dies, the employee will be entitled to five (5) working days of leave, and the employee will not suffer any reduction in pay as a result of his non-attendance at work under such compassionate leave.

If the brother, sister, grandparent, grandchild, of a full-time employee dies, the employee will not be required to attend at work during four (4) working days from the death of such person including the day of the funeral, and the employee will not suffer any reduction in pay as a result of his non-attendance at work under such compassionate leave.

If the step parent, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law or spouse's grandparent of a full-time employee dies, the employee will not be required to attend at work during three (3) working days from the death of such person including the day of the funeral, and the employee will not suffer any reduction in pay as a result of his non-attendance at work under such compassionate leave.

If the employee has to leave the District of Thunder Bay to attend the funeral, the employee shall be granted an additional four (4) days' leave and the employee will not suffer any reduction in pay as a result of his non-attendance at work under such compassionate leave.

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. Proof of death must be submitted with the associated timesheet.

15.03 Pregnancy and Parental Leave

Pregnancy or Parental leave of absence without pay shall be available to an employee in accordance with the terms of the Employment Standards Act.

15.04 Union Business

The Employer will, subject to operational requirements, grant a leave of absence to one (1) employee at one 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 ten (10) working days off and further provided that written requests for such leave of absence are submitted at least two (2) weeks in advance of the commencement of the requested leave. If requests for such leave are not submitted two (2) weeks in advance, the Employer may still grant the leave of absence if the employee involved provides a reason for the lack of notice satisfactory to the Employer. The Employer will maintain pay and benefits during leaves of absence for Union business. The Union will reimburse the Employer for such costs.

15.05 Jury Duty

If an employee is required to serve as a juror, or is required by subpoena to attend a court of law in connection with a case arising from the employee's duties with the Employer, the employee shall not lose regular pay because of such attendance provided that the employee:

- (a) Notifies the Employer immediately on the employee's notification that he will be required to attend court;
- (b) Presents proof of service requiring the employee's attendance;
- (c) Promptly repays the amount other than expenses paid to the employee for such services or attendance to the Employer;
- (d) Resumes performance of his regular duties during any reasonable period when he is not required to be in attendance.

ARTICLE 16 - SICK LEAVE

16.01 Sick leave means the period of time when a full-time employee is permitted to be absent from work with full pay due to sickness or accident rendering him unable to perform his regular duties as an employee and not compensable under the Workplace Safety Insurance Act. Sick leave also means the period of time when a full-time employee is permitted to be absent from work with full pay due to a requirement to attend a medical appointment. An employee may use twenty (20) days sick leave annually to care for a dependent who is ill.

Note: Definition of dependant will be consistent with that of the Human Rights Code or that of the Corporation's insurance provider, provided the definition of the insurance provider is in compliance with the Code.

16.02 Sick leave will be granted to full-time employees on the following basis:

- (a) Effective the first full month following completion of his probationary period, an employee shall be entitled to sick leave at the rate of one and one-half (1 1/2) days per month.
- (b)
 - (i) The unused portion of sick leave in any year will be cumulative with no maximum limit.
 - (ii) The provisions of 16.02(b)(i) shall not apply to anyone hired after the date of ratification of this contract (2016), and instead the following provisions apply:
The unused portion of sick leave in any year will be cumulative to a maximum of three hundred (300) days.
 - (iii) Employees who are sick must apply for long term disability benefits under the Employer Plan as soon as they become eligible for coverage, as set out in the long term disability benefit plan. Sick leave may be used while eligibility decisions are pending.
- (c) When sick leave is claimed, proof of disabling sickness or accident will be furnished by a certificate from a duly qualified medical practitioner if requested by the Employer and paid by the Employer.
- (d) Sick leave benefits will cease on termination of employment or on death.
- (e) Should an employee become ill preceding his scheduled vacation period and should such illness continue into what would have been his vacation, all such time may be considered sick leave and the vacation period may at the option of the employee be rescheduled at a later date.
- (f) An employee, having served a minimum of five (5) years upon retirement, shall be eligible to payment of fifty percent (50%) of total unused sick day credits to a maximum of one hundred (100) days' pay.

16.03 An employee will not be entitled to sick pay:

- (a) During a period of layoff or of leave of absence without pay.
- (b) During a vacation period unless hospitalized or confined to bed under

physician's orders or serious illness or disabled because of injury.

16.04 In February of each year, the Employer shall advise each employee in writing of the amount of sick leave accrued to his credit.

ARTICLE 17 - HEALTH AND WELFARE PROGRAMS

17.01 Subject to 17.03, the Employer will contribute for regular full-time Employees who have completed their probationary period, as follows (subject to the eligibility requirements of each Plan):

- (a) To Sunlife, an amount equal to 100% of the premium for semi-private hospital coverage;
- (b) To the Ontario Municipal Employees Retirement System, on such basis as may from time to time be determined by that Plan;
- (c) To Sunlife Group Dental Plan, the full cost of the billed premium applicable to the employee, utilizing the current O.D.A. schedules as amended from time to time.
- (d) To Sunlife Extended Health Care, an amount equal to 100% of the billed premium subject to the terms and conditions of such Plan and subject to the carrier's requirements as to minimum enrolment.

17.02 (a) It will be a condition of employment that every employee participate in The Ontario Municipal Employees Retirement System in accordance with its terms.

- (b) The Employer will contribute for every employee to the Ontario Municipal Employees Retirement System in accordance with the terms of that Plan (including the eligibility requirements).

17.03 (a) When an employee is absent from work in excess of thirty (30) calendar Days on a leave of absence, the employee will be responsible for the full payment of subsidized employee benefits in which he is participating during such period of absence.

- (b) When an employee is absent from work due to illness, the Employer will be responsible for the full payment of subsidized benefits in which the employee is participating during such period of illness (to a maximum of his accumulated sick leave), provided that he returns to work for the Employer at the end of his illness.

- 17.04 The Employer will contribute for regular full-time employees, a total of four hundred dollars (\$400.00) annually for CSA approved green patch work boots and/or CSA green patch winter boots, to be worn on the job, upon the submission of a receipt for the purchase of such boots. Temporary employees who have completed six months (1040) working hours) of Accumulated total working time shall receive the above.
- 17.05 The Employer will contribute for regular full-time employees, a total of two hundred fifty dollars (\$250.00) annually for the purchase of coveralls and/or work clothing for use while on duty only, upon the submission of a receipt for the purchase of said coveralls. Temporary employees who have completed six months (1040 working hours) of accumulated total working time shall also receive the above.
- 17.06 The Employer will issue up to a maximum of six (6) pairs of gloves (summer Or winter) per year to full-time employees for use while on duty only. Issuance of gloves will be on a replacement basis, i.e. to obtain a new pair of gloves, an employee must first turn in his old pair of gloves.
- 17.07 The Employer will contribute for regular full-time employees, the cost of two (2) pair of winter work gloves, each year, to be worn on the job. The gloves will be issued on a replacement basis, i.e. to obtain a new pair of winter work gloves, an employee must first turn in his old pair of winter work gloves.
- 17.08 The Employer will contribute for regular full-time employees, three hundred dollars (\$300.00) per twenty-four (24) month period, for each employee and his spouse (including same sex or common law) and each of his dependents, for the purchase of corrective eyeglasses or contact lenses, upon submission of a receipt for the purchase of said items.

The Employer, at its sole option, may choose to provide this contribution directly, or by purchasing equivalent coverage from a commercial benefits provider.

- 17.09 The Employer will contribute for regular full-time employees who have completed their probationary period, one hundred percent (100%) of the premium for a group life insurance plan which shall provide the following benefits:
- (a) Group life insurance (with accidental death and dismemberment) provides a lump sum payment in the amount of \$60,000 to the named beneficiary in the event of the death of the employee. In addition the insurance will provide a lump sum payment in the amount of \$10,000 to the employee in the event of the death of the employee's spouse and \$5,000 to the employee in the event of the death of an employee's dependent child.
 - (b) Waiver of premium to age 65 available after six (6) months of disability.

(c) Conversion to an individual life policy may be made within 31 days of termination of employment.

17.10 The Employer will contribute for regular full-time employees who have completed their probationary period, one hundred percent (100%) of the premium for a long-term disability plan which shall provide the following benefits:

- (a) Sixty-six and two-thirds percent (66.7%) of the employee's monthly earnings to a maximum of three thousand and five hundred dollars (\$3,500.00) per month.
- (b) Benefits commence following a qualification period of 120 days and are payable to age 65.
- (c) Coverage for first 2 years in own occupation (inability to do the substantial duties of his/her job), thereafter definition changes to total disability (inability to do any gainful work due to education, training, experience).
- (d) Rehabilitation provision: will pay during rehab.
- (e) No reduction of income due to cost-of-living pension indexing of government payments.
- (f) Waiver of premium to age 65 when applicable.

In accordance with Section 16.02(b)(iii) of this agreement, where an Employee qualifies to receive long term disability under the plan, the Employee may choose to utilize their banked sick leave time to "top up" the earnings set out in paragraph (a) above, not to exceed the Employee's earnings.

17.11 The Employer agrees that it will supply, on loan, all safety equipment and personal safety apparel save and except safety boots (17.04), coveralls (17.05), Gloves (17.06 & 17.07). The wearing of safety equipment is mandatory as per 12.07.

17.12 The Employer may change benefit carriers at any time provided the benefits provided for under this Collective Agreement remain at least equivalent to those presently in effect. The union will be provided as much advance notice as possible (in writing) in advance of a change of benefit carriers.

ARTICLE 18 - TECHNOLOGICAL CHANGE

18.01 The Employer undertakes to notify the local Union in advance, so far as practicable, of any technological changes which the Employer has decided to introduce which will significantly change the status of employees within the bargaining unit.

18.02 The Employer agrees to discuss with the Union the effect of such technological changes on the employment status of employees and to consider practical ways and means of minimizing the adverse effect, if any, upon employees concerned.

18.03 Employees with one or more years of continuous service who are subject to layoff under the conditions referred to above, will be given notice of the impending change in employment status at the earliest reasonable time in keeping with the notification to the Union as above set forth and the requirements of the applicable law.

ARTICLE 19 – WAGES AND CLASIFICATION

19.01 The wage rates in effect for the duration of this Collective Agreement shall be as set forth in Schedule "A" attached to and forming part of this Collective Agreement.

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

19.03 The Employer agrees to comply with Part XII of the Employment Standards Act (equal pay for equal work).

ARTICLE 20 – MISCELLANEOUS

20.01 Compliance with the Occupational Health and Safety Act

It is agreed that the Occupational Health and Safety Act R.S.O. 1990, c.O.1 as amended forms part of this agreement. The Employer and the Union agree to abide by those provisions.

20.02 Employment Checks

The Employer may request criminal checks, current drivers' abstracts and current CVOR's from existing Employees. The cost of these checks shall be paid by the Employer.

20.03 The Employer will provide a bulletin board which will be available for the posting of notices affecting employees.

ARTICLE 21 – TERM AND DURATION

21.01 This Agreement shall become effective on the 1st day of April, 2024 and shall remain in full force and effect until the 31st day of March, 2028 and from year to

year thereafter unless written notice of intention to terminate or amend this Agreement is given by either party to the other not more than ninety (90) days before and not more than thirty (30) days after the 31st day of March in any year thereafter in which this Agreement continues to remain in effect.

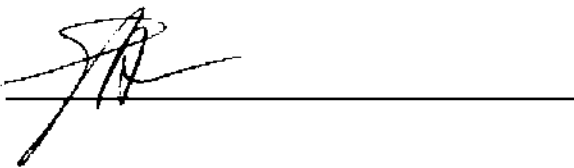
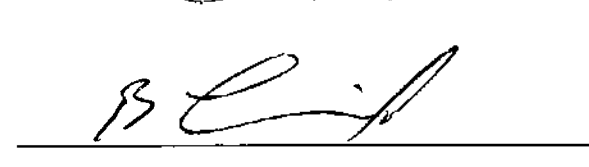
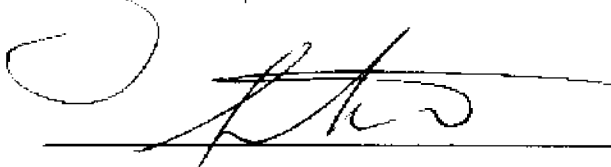
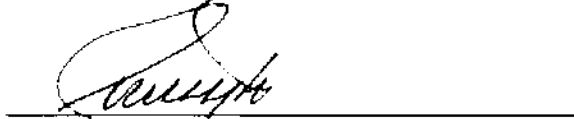
21.02 In the event that such notice is given of a desire to amend the Agreement, negotiations shall begin within thirty (30) days following the delivery of the notice or within any longer time which is mutually agreed upon.

21.03 All negotiations for amendments or renewal of this Agreement shall be in accordance with the terms of the Labour Relations Act, 1995, S.O. 1995, c.1, Sched. A., and any amendments thereto.

IN WITNESS WHEREOF the parties have cause their names to be subscribed by their duly authorized officers and representatives, this 8th day of May, 2024.

**THE CORPORATION OF THE
MUNICIPALITY OF NEEBING**

**CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 87-08**



SCHEDULE "A"

CLASSIFICATIONS AND SALARY RANGES

Effective	BASE	April 1, 2024 5%	April 1, 2025 4%	April 1, 2026 3.5%	April 1, 2027 3.5%
Working Foreman	35.00	36.75	38.22	39.56	40.94
Truck Driver/Equipment Operator	29.64	31.12	32.37	33.50	34.67
Temporary Employee	26.09	27.39	28.49	29.49	30.52
Labourer	20.00	21.00	21.84	22.60	23.40

Retroactivity:

Employees who have severed their employment between the termination date of this Agreement and the effective date of the new Agreement shall receive the full retroactivity of any wages or salary increases.

LETTER OF UNDERSTANDING
BETWEEN
CORPORATION OF THE MUNICIPALITY OF NEEBING
AND
CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 87-08

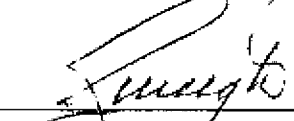
Re: Loss of Vehicle License Qualifications

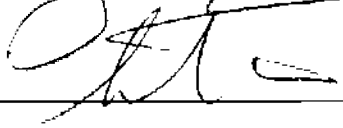
Employees must immediately report any restrictions, limitations or changes in their license status to the Employer.

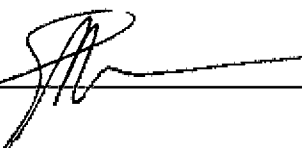
In the event of any such restrictions, limitations or changes, the Employer will meet with the Employee and Union representative at the earliest possible opportunity to discuss the implications.

Signed this 8th day of May, 2024.

FOR THE MUNICIPALITY:







FOR THE UNION:

