

# **AGREEMENT**

Between:

**TOWNSHIP OF SCHREIBER**

and

**CANADIAN UNION OF PUBLIC  
EMPLOYEES  
AND ITS LOCAL 87-07**

**TERM: May 1, 2024– April 30, 2028**

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Schedule "A" – Effective **May 1, 2027**..... 34  
Shift Premium: Shift premium for **afternoon and night shifts shall be** .....**\$0.80** hour.

THIS AGREEMENT made this 1st day of May 2024

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF SCHREIBER,  
hereinafter called the "Employer",  
OF THE FIRST PART,

-and-

CANADIAN UNION OF PUBLIC EMPLOYEES and its LOCAL 87,  
hereinafter called the "Union",  
OF THE SECOND PART.

## **ARTICLE 1 - PREAMBLE AND INTERPRETATION**

### **1.01 Purpose**

The purpose of this agreement is to maintain a harmonious relationship between the Corporation and its Employees and to provide an amicable method to fairly and peacefully adjust disputes which may arise under this Agreement between the Corporation and the Employees.

### **1.02 Definitions**

"Employee" shall mean someone employed in one of the categories below, except "casual" employees. All employees except "casual" employees shall be members of the bargaining unit from the first day worked.

"Regular full-time employee" shall mean all persons who come within the bargaining unit, who have completed their probationary periods, who work at least twenty-eight (28) hours per week on a regular basis and whose length of appointment is indefinite.

"Regular part-time employee" shall mean a person who usually works less than twenty-eight (28) hours per week on a regular basis and whose length of appointment is indefinite and who does not fall under the definition of "casual" or "temporary" employee. Regular part-time employees shall not be entitled to benefits other than statutory benefits. The position of Recreation F.O.S. is a "Regular part-time employee". Overtime premium rates apply for all time worked beyond eight (8) hours in a day or forty (40) hours in a week.

"Temporary employee" shall mean a person hired for a specified period of time, or to perform or carry out a specific project and peak periods up to three (3) months. Temporary employees shall not be entitled to Employer paid benefits other than statutory benefits. Temporary employees shall be members of the bargaining unit from the first

day worked. Temporary employees shall not accrue seniority. There shall be no temporary employees employed while any regular employee is on layoff. Temporary employees may only be used in the following circumstances: special projects, to replace full time employees on maternity leave, vacation coverage, S.T.D., L.T.D., and W.S.I.B. Overtime premium rates apply for all time worked beyond seven (7) hours or eight (8) hours in a day or thirty-five (35) or forty (40) hours in a week in accordance with Article 15 Hours of Work. Temporary employees will be terminated at the end of their assignment.

"Casual employee" shall mean a person who does not work more than twenty-four (24) hours per week and whose appointment may be for a short or indefinite period of time, and is not in the bargaining unit and is not covered by this agreement.

"Probationary employee" shall mean persons hired on a trial basis or transferring to a new position due to the employee exercising his seniority rights, to determine their suitability for continuing employment in regular positions, or for the position transferred to. Newly hired probationary employees shall not accumulate seniority until completion of their probationary period whereupon it shall date from date of hire.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

### **2.01 Management Rights**

The Union acknowledges that it is the exclusive function of the Employer to hire, retire, promote, demote, layoff, recall, transfer, classify and suspend, discipline or discharge any employee for just cause. The rights reserved to management herein are subject to the other provisions of this Agreement. The Employer has the right to establish rules and regulations subject to the terms and conditions of this Agreement.

### **2.02 Union Activity**

It is agreed that the Union and the Employees will not engage in Union activities during working hours or hold meetings at any time on the premises of the Township without written authorization from the Clerk or their designate. Employees shall not suffer any loss of pay or benefits, while performing union business during approved working hours for meetings called between the Union and the Employer, including grievance meetings, mediation, investigations, or labour management meetings.

## **ARTICLE 3 - RECOGNITION AND NEGOTIATION**

### **3.01 Bargaining Unit**

The Employer recognizes the Canadian Union of Public Employees and its Local 87 as the sole and exclusive bargaining agent of all of its employees in the Township of Schreiber save and except for the Clerk/Deputy Treasurer, and Treasurer/Deputy Clerk, Economic Development Co-ordinator, Township Superintendent, those above the rank of foreman, and students employed during the school vacation period.

### **3.02 Work of the Bargaining Unit**

Supervisory personnel of the Employer and persons whose jobs are not in the bargaining unit will not perform duties normally assigned to those employees who are covered by this Agreement except for the purpose of instruction, or when regular employees are not available.

### **3.03 No Other Agreements**

No employee shall be required or permitted to make a written or verbal agreement with the Employer or his representatives which may conflict with the terms of this collective agreement.

### **3.04 Mutually Agreed Changes**

Any mutually agreed changes to this collective agreement shall be part of this collective agreement and are subject to the grievance and arbitration procedures.

### **3.05 Contracting Out**

The Employer will notify the Lead Steward before any work regularly performed by permanent full-time employees is contracted out, and the Lead Steward shall have the right to discuss the issues with the Employer before implementation of this contracting out.

## **ARTICLE 4 - NO DISCRIMINATION OR HARASSMENT**

### **4.01 No Discrimination or Harassment**

The Ontario Human Rights Code guarantees freedom from discrimination and harassment in the workplace. Each of the parties hereto agree that there will be no discrimination, interference, restraint or coercion exercised or practiced upon any employee in promotion, transfer, layoff, recall or discipline because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, same sex partnership status, family status or disability. The parties further agree that there shall be no discrimination or harassment on the basis of place of residence and membership or activity in the Union. The Corporation and the Union agree to comply with the Human Rights Code of Ontario with respect to the treatment of disabled employees.

## **ARTICLE 5 - UNION MEMBERSHIP REQUIREMENTS**

### **5.01 Membership, Initiation Fees & Union Dues**

All employees and probationary employees hired shall, as a condition of continued employment, become and remain members in good standing of the Union and deductions shall be from the first payroll, together with a one time deduction for each new employee equal to specified initiation fee, and forwarded to the Secretary-Treasurer thereafter by the Employer for Union dues or other assessments levied in accordance

with the Union Constitution and By-Laws; all of which shall be subject to Section 47, *Labour Relations Act*, 1995 S.O. 1995, Chapter C-1 (as amended).

#### **5.02 Union Dues – Employer Liability**

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.

#### **5.03 Union Dues – List of Employees**

The deductions made shall be accompanied by a list of names of the employees from whom the deductions are made.

#### **5.04 Union Dues – Deductions**

Deductions shall be made from payroll every two (2) weeks and shall be forwarded to the Secretary-Treasurer of the Union not later than the 15th day of the month.

#### **5.05 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.

### **ARTICLE 6 - NEW EMPLOYEES**

#### **6.01 The Employer and the Union shall Acquaint New Employees**

The Employer agrees to acquaint new employees with the fact that a union agreement is in effect and with the conditions of the employment set out in the articles dealing with Union Security and Dues Check-Off.

#### **6.02 Copies of Agreement – New Employees**

On commencing employment, the employee's supervisor shall introduce the new employee to his union steward or representative. The Steward or Representative will provide him with a copy of the collective agreement.

### **6.03 Permission to Leave Work**

Stewards shall be allowed thirty (30) minutes during work hours to provide and acquaint new employees with the collective agreement at a time agreeable to the Supervisor.

## **ARTICLE 7 - LABOUR-MANAGEMENT RELATIONS**

### **7.01 Correspondence Between the Parties**

All correspondence between the Parties arising out of this Agreement or incidental thereto shall pass to and from the Clerk/Deputy Treasurer and Treasurer/Deputy Clerk and the Lead Steward of the Union, with a copy to the National Representatives.

## **ARTICLE 8 - LABOUR-MANAGEMENT BARGAINING RELATIONS**

### **8.01 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 representing an employee or group of employees, an elected or appointed representative of the Union shall be the spokesman. In order that this may be carried out, the Union will supply the Employer with the names of its officers and their positions. Likewise, the Employer shall supply the Union with a list of its supervisory personnel with whom the Union may be required to transact business.

### **8.02 Bargaining Committee**

In order to simplify and speed up the negotiation process, the Union Bargaining Committee will consist of three (3) persons selected from within the bargaining unit, and the CUPE National Representative.

The Township will limit the number of its bargaining committee members to four (4) persons. These shall be selected from Township Council, the Head of Administration and or other negotiating assistants as designated by Council from time to time.

The parties will notify the other in writing the name of their Chair and members of their bargaining team.

### **8.03 Representative of Canadian Union of Public Employees**

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. Such Representative shall have access to the Employer's premises at reasonable times with the consent of the Employer in order to investigate and assist in the settlement of a grievance.

#### **8.04 Labour Relations Committee**

A Labour Relations Committee consisting of four (4) persons selected by the Union (including three (3) members from within the bargaining unit and the CUPE National Representative and four (4) persons selected from the Township (including the Clerk, the Director of Operations, the Head of Administration and/or others designated by Council), shall meet at the request of any of its members at a time and place mutually agreed upon to facilitate harmonious relations between the Union and Employer. The committee shall meet at least quarterly each calendar year.

### **ARTICLE 9 - GRIEVANCE PROCEDURE**

#### **9.01 Definition of a Grievance**

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

#### **9.02 Recognition of Union Stewards**

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union and the Union Stewards. The Steward shall assist any employee which the Steward represents in preparing and presenting his grievance in accordance with the grievance procedure.

#### **9.03 Union Shall Inform Employer of Union Stewards**

The Union will inform the Employer in writing of the names of the three (3) stewards and the name of the Lead Steward.

#### **9.04 Grievance Procedure – Process to Arbitration**

The grievance procedure established under Article 9 of this Collective Agreement must be exhausted before a grievance can be processed to arbitration.

#### **9.05 Settling of Grievances**

##### Complaint

Prior to a difference or dispute being taken up as a formal grievance and put in writing, an employee, accompanied by a steward, must first attempt to resolve the difference or dispute as a complaint with his/her immediate Supervisor/Manager (or his designate in his absence) in a meeting within (5) five working days of the event giving rise to the difference or dispute. The Supervisor/Manager must respond in writing within 5 working days.

##### Step One

Failing satisfactory settlement at the complaint stage, the written grievance shall be submitted by the Union to the Clerk or his designate within five (5) working days. The Clerk or his designate shall meet with the grievor accompanied by the Steward within (5) working days and render his decision in writing within ten (10) working days.

### Step Two

Failing satisfactory settlement being reached at Step One, the Union shall submit the grievance to the Township Council within ten (10) working days thereafter and the Council shall render its decision in writing within twenty (20) working days of receipt of the grievance. The Union may invite the CUPE National Representative at a time mutually agreeable to discuss the grievance with Council before a decision is given.

### Step Three

Failing a satisfactory settlement being reached at Step Two, the Union may refer the dispute to arbitration within thirty (30) working days thereafter.

## **9.06 Policy Grievance**

Where a dispute involving a question of general application or interpretation occurs or where a group of employees or the Union has a grievance, it will be heard at Step One.

## **9.07 Grievance on Lay-offs and Recalls**

Grievances concerning lay-offs and recalls shall be initiated at Step One of the grievance procedure.

## **9.08 Union May Institute**

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 One.

## **9.09 Replies in Writing**

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

## **9.10 Facilities for Grievances**

The Employer shall supply the necessary facilities for Grievance Meetings.

## **9.11 Employer Grievances**

It is understood that the Employer may bring forward at a meeting held with the Union a complaint with respect to the violation of the collective agreement which may affect the Employer. If such a complaint is not settled to the mutual satisfaction of the conferring parties, it may be treated as a grievance and reduced to writing, and the written grievance sent to the Lead Steward of the Union or to his designated representative. Such written grievance must be sent within five (5) working days from the date on which the cause of the grievance arose or within the five (5) working days from the time the Employer knew of the occurrence of the event upon which the grievance is based.

## **9.12 Employer Grievances – Referral to Arbitration**

If such complaint as referred to in Article 9.11 is not settled to the satisfaction of the Employer, the Lead Steward or the Union or his designated representative shall within ten (10) working days after the mailing or delivery of the written grievance by the Employer give a reply in writing to the Employer. If the written reply has not settled the grievance to the satisfaction of the Employer, the Employer may within thirty (30) working days after the receipt of the reply refer the grievance to arbitration in accordance with Article 10 of this agreement.

## **9.13 Mediation**

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

# **ARTICLE 10 - ARBITRATION**

## **10.01 Composition of Board of Arbitration**

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

## **10.02 Failure to Appoint**

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

## **10.03 Provision for a Single Arbitrator**

The Union and the Employer may agree upon a single Arbitrator to hear the matter, and for this purpose will exchange nominations.

## **10.04 Board Procedure**

The Board shall determine its own procedure, but shall give full opportunity to all parties to present evidence and make representatives. In its attempt at justice, the Board shall avoid legalistic or formal procedures. It shall hear and determine the difference or allegation and render a decision within ten (10) days from the time the chairman is appointed.

## **10.05 Decision of the Board**

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

decision of the Board of Arbitration shall be final, binding and enforceable on all parties, and may not be changed. The Board of Arbitration shall not have the power to change this Agreement or to alter, modify or amend any of its provisions.

#### **10.06 Disagreement on Decision**

Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairman of the Board of Arbitration to reconvene the Board to clarify the decision, which it shall do within five (5) working days.

#### **10.07 Expenses of the Board**

Each party shall pay:

- (1) The fees and expenses of the nominee it appoints  
and
- (2) One-half of the fees and expenses of the Chairman.

#### **10.08 Amending Time Limits**

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

#### **10.09 Witnesses**

At any stage of the grievance or arbitration procedure, the parties shall have the assistance of any employee(s) concerned as witnesses and any other witnesses. Employees who are called as witnesses shall not suffer any loss of pay or benefits.

All reasonable arrangements will be made to permit the conferring parties or the arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

#### **10.10 Location of Arbitration Hearings**

All arbitration hearings and meetings are to be held in the Township of Schreiber.

### **ARTICLE 11 - DISCIPLINE**

#### **11.01 Right to Answer Charges/Allegations**

Notwithstanding any other provision in this Article, the Employer agrees that prior to taking any disciplinary action, the employee shall be given an opportunity to respond to any charges/allegations, and that a Union steward or representative will be present during this response. Both the employee and Union steward/representative will be given a minimum of forty-eight (48) hours notice prior to having to respond to the charges/allegations. At the time of giving notice the Employer shall provide written particulars of the charges/allegations.

## **11.02 Warnings**

Whenever the Employer or Supervisor deems it necessary to censure an employee in a manner indicating that dismissal may follow any repetition of the act complained of, or omission referred to, or may follow if such employee fails to bring his work up to a required standard by a given date the Employer may, within five (5) working days thereafter give written particulars involved. The employee's reply, if any, to such complaint, accusation or expression of dissatisfaction shall become part of his record. All warnings placed in an employees file shall be initialled by the employee. Such initialling shall indicate acknowledgement that the document is in the file and is not an indication of agreement.

## **11.03 Discharge or Suspension Procedure**

An employee who has completed his probationary period may be dismissed but only for just cause and only upon the authority of the Employer. When an employee is discharged or suspended, he shall be given the reason in the presence of his steward. Such employee and the Union shall be advised promptly in writing by the Employer of the reason for such discharge or suspension.

## **11.04 Discharge/Suspension Grievance**

An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 9 - Grievance Procedure at Step Two. Step One of the grievance procedure shall be omitted in such cases. The Union Steward shall be present at these hearings as well as the CUPE National Representative if so requested.

## **11.05 Arbitration – Discipline**

If the discharge or suspension grievance goes to arbitration, the Board of Arbitration may:

- (a) confirm the dismissal or suspension of the employee  
or
- (b) reinstate the employee without loss of seniority rating, with full compensation for time loss  
or
- (c) subject to the provisions of paragraph 12.06, make any other arrangements as the Board of Arbitration deems it just and reasonable.

## **11.06 Employer's File – Right to Access**

An Employee shall have the right, upon providing two business days' notice wherever possible, to have access to review his employment file.

## **11.07 Adverse Reports**

Any adverse reports shall be removed from the employee's file (2) two years after the date of incident (i.e. not the date the censure was given) and so long as there has been no further discipline of a related nature in the intervening period.

## **ARTICLE 12 - SENIORITY**

### **12.01 Seniority Defined (Type of Seniority Unit)**

Seniority is defined as the length of continuous service. Seniority shall operate on a bargaining unit-wide basis.

### **12.02 Seniority List**

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

### **12.03 Probationary Period for New Employees**

A probationary employee shall be on probation for a period of (60) sixty working days from the date of hire.

### **12.04 Probationary Employees - New Employees**

During the probationary period a newly hired employee shall not be entitled to receive Employer paid benefits. However, a probationary employee shall have all other rights during the probationary period including the right to grieve unreasonable termination. The Employer may dismiss a probationary employee for reasonable cause, it being understood that reasonable cause means it is reasonable for the Employer to conclude that the probationary employee is unsuited to the requirement of the duties in question. In the event the probationary employee successfully completes his probationary period, in the judgement of the Employer, seniority shall be effective from the original date of employment.

### **12.05 No Loss of Seniority**

An employee shall not lose seniority rights if he is absent from work because of sickness, accident, or leave of absence approved by the Employer.

### **12.06 Loss of Seniority**

An employee shall only lose his seniority in the event:

- (1) He is discharged for just cause and is not reinstated  
or
- (2) He resigns and does not rescind within 24 hours  
or
- (3) An employee fails to return to work within seven (7) calendar days following a layoff and after being notified by registered mail to do so, unless through sickness. It shall be the responsibility of the employee to keep the Employer informed of his current address.  
or
- (4) He is laid off for a period longer than eighteen (18) months.

## **12.07 Transfer and Seniority Outside the Bargaining Unit**

No employee shall be transferred to a position outside the bargaining unit without his consent. If any employee applies for a non-union position and is transferred to a position outside the bargaining unit, he shall retain his seniority until the end of the trial period of 45 working days. Union dues will be collected until the end of the trial period. An employee shall have the right to return to his previous union position in the bargaining unit during his trial period. Any employee shall also be entitled after his trial period has ended, to apply for jobs in the bargaining unit on external postings. The employees' prior seniority will no longer be recognized after the 45 working day trial period has ended and the employee will start at the bottom of the seniority list, regardless of his years of service.

## **12.08 Transference of Seniority**

An employee who transfers from a full-time position to a regular part-time position within the bargaining unit or vice-versa shall transfer he/her seniority as follows:

- (1) An employee whose status is changed from regular part-time to full-time shall transfer his/her seniority to the full-time position based on 2,080 hours of service equal to one year of full-time service.
- (2) An employee whose status is changed from full-time to regular part-time shall transfer his/her full seniority to the regular part-time position. In calculating the equivalent full-time service to be credited for part-time service, all hours used to calculate remuneration, exclusive of overtime hours, will be used in the calculation.

## **12.09 Automatic Advancement Procedure**

Except for the classification of Labourer and Working Foreperson, an employee who has served in one classification for three (3) years shall be promoted automatically to the next higher classification, except that Utility II may advance to Utility I after two (2) years, provided that he has the qualifications required for that classification. Labourers will be promoted to Utility II after two years service, provided they have the necessary qualifications and have demonstrated the ability to perform the duties of Utility II.

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

No regular full-time employee within the bargaining unit shall be laid off by reason of his/her duties being assigned to one or more part-time employees.

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

An employee who is subject to lay-off shall have the right to either:

- i) Accept the lay off; or
- ii) Displace an employee who has
  - Less bargaining unit seniority in a lower or identical paying classification;

- and
- If the employee originally subject to lay off is qualified for and can perform the duties without training other than orientation.
  - iii) An employee who wishes to exercise his or her right to displace another employee with less seniority shall advise the Employer within seven (7) working days of the date of the notice of layoff issued by the Employer.
  - iv) For the purpose of the operation of clause ii), laid off regular part-time employees shall not have the right to displace regular full-time employees.
  - v) In the event that an employee is laid off from the regular full-time bargaining unit and provided that no other regular full-time bargaining unit positions are available for which the employee is qualified and able to perform, the regular full-time bargaining unit employee shall then be allowed to displace a regular part-time bargaining unit employee with less seniority provided that the employee is qualified and able to do the work available.

### **12.11 Recall Procedure**

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

### **12.12 Notice of Recall**

Notice of recall shall be sufficiently given if sent by registered mail addressed to the address recorded with the Employer as the place of residence of the employee.

### **12.13 No New Employees**

No new employee covered by this collective bargaining agreement shall be hired until those laid off have been given an opportunity to recall.

### **12.14 Notice of Lay-Off**

The Employer shall not terminate any employee who has been employed for three (3) months or more unless the Employer gives:

- (1) one (1) week notice in writing if the employee worked less than one (1) year;
- (2) two (2) weeks' notice in writing if the employee worked more than one (1) year but less than three (3) years;
- (3) three (3) weeks' notice in writing if the employee worked more than three (3) years but less than four (4) years;
- (4) four (4) weeks' notice in writing if the employee worked more than four (4) years but less than five (5) years;
- (5) five (5) weeks' notice in writing if the employee worked more than five (5) years but less than six (6) years;
- (6) six (6) weeks' notice in writing if the employee worked more than six (6) years but less than seven (7) years;
- (7) seven (7) weeks' notice in writing if the employee worked more than seven (7) years but less than eight (8) years;

- (8) eight (8) weeks' notice in writing if the employee worked more than eight (8) years.

### **12.15 Continuation of Benefits**

The Employer agrees to provide the applicable benefit coverage for all employee benefit plans of a laid off employee, for a period of up to one (1) month after layoff.

The Employer agrees to pay benefit coverage for a period of five (5) years after retirement for *only those employees listed in this section*, as long as the employee retires at the earliest time or any time after their earliest retirement date regardless of their age. This benefit will terminate at age sixty-five (65).

Richardson, Bruce W  
Fischer, Corey D  
McLaughlin, Mitchell N  
Anderson, Nadine J  
Krause, Chris

Coverage will provide full coverage for the following:

- (1) Extended care plan, which will include semi-private room coverage,
- (2) Prescribed drugs and other services, and
- (3) Vision care \$400.00 for every 24 months and \$150.00/24 months Eye Exam

Employees not listed in this Article shall have the option to carry on with the benefit package for five years after retirement, excluding Long Term Disability, with the retiree paying the full cost of the premiums, in advance, at the same rate as the Employer pays.

## **ARTICLE 13 - JOB POSTING**

### **13.01 Job Posting**

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

### **13.02 Information in Posting**

The notice shall contain the position, title, qualifications required, wage range and representative hours of work.

### **13.03 No Outside Advertising**

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

### **13.04 Role of Seniority in Promotions and Transfer**

The Employer and Union agree that in the case of transfers, promotions (other than promotions to positions outside of the bargaining unit), appointment shall be made to the

senior applicant with the required qualifications listed in the job description and in accordance with Article 13.02. Equivalent training and experience will be accepted.

### **13.05 Notification to Employee and Union**

Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be sent to each applicant and a copy posted on all bulletin boards.

## **ARTICLE 14 - TRAINING AND RELIEVING**

### **14.01 On the Job Training**

The employee may, where personnel, equipment and time allow, and the Employer consents, train for another position in the bargaining unit during the regular working hours.

### **14.02 Relieving**

In the absence of the Working Foreperson the Utility one with the greatest seniority will assume the duties and responsibilities of the Working Foreperson and shall receive the rate of pay of the Working Foreperson. In the absence of the Recreation Lead Hand the Recreation Custodian with the greatest seniority will assume the duties and responsibilities of the Recreation Lead Hand, and shall receive the rate of pay of the Recreation Lead Hand.

### **14.03 Training Benefits**

In instances where the Employer requires certain standards of training, or that certain instructional courses be attended by the employee, the Employer will pay the full cost of such training sessions or courses, including travelling expenses and regular wages. The Employer and the employee will, by mutual agreement, schedule the courses, taking into consideration their availability and when applicable, the appropriateness of the subject matter.

### **14.04 Operator Training**

The Employer agrees to pay for the training expenses for all persons working in water treatment, wastewater treatment, water distribution and wastewater collection possessing the minimum of an Operator in Training (OIT) certificate to obtain up to the highest level obtainable under Provincial Regulation. This includes course costs, text books, examination fees and all costs as per Article 14.03.

### **14.05 Employee Qualifications Prior to this Agreement**

The Employer agrees that all persons holding any particular classification at the time of this agreement will continue to hold that position, notwithstanding the fact that the qualifications established herein have not been attained by the employee.

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

### **15.01 Hours of Work**

#### **Public Works Department**

7:30 a.m. to 12:00 noon and 12:30 p.m. to 4:00 p.m. Monday to Friday

#### **Recreation Lead Hand**

7:30 a.m. to 4:00 p.m. (1/2 hour unpaid lunch break) Monday to Friday

#### **Recreation Building Custodian and Operations Flex 1 and 2**

##### **Hours:**

The normal hours of work for the Recreation Building Custodian and Operations Flex 1 and 2 shall be scheduled as follows:

From Monday to Sunday, at eight (8) hours per day, between the hours of 08:00 a.m. and 12:00 a.m. as designated by the employer from time to time with a thirty (30) minute paid lunch on site.

Within each seven (7) day work period, the Employer will endeavour to ensure that there are two (2) consecutive days off.

**Note:** If the Operations Flex (1 and 2) is working in Public Works, lunch will be ½ hour unpaid lunch.

### **15.02 Normal Hours of Work (Office Employees).**

#### **Municipal Office:**

Normal work day of seven (7) hours, between the hours of 8:30 a.m. and 4:30 p.m. with an unpaid lunch, Monday to Friday.

### **15.03 By-law Enforcement Officer**

The normal hours of work for By-law Enforcement Officer shall be Monday to Friday, five (5) hours per day, scheduled in afternoons and evenings, as required considering the need for enforcement outside of the regular hours, with a one half hour unpaid lunch. The By-law Enforcement Officer shall work twenty-five (25) hours per week and shall not be required to work in excess of twenty-seven (27) hours in any one week. Two hours of "flex time" may be used per week for enforcement duties required outside of regularly scheduled hours.

### **15.04 Special Provisions for Recreation Department**

#### **(a) Normal Hours of Work**

The hours of work for Recreation Lead Hand, and Recreation Building Custodian shall be as set out above. The said shifts shall be considered for remuneration and overtime purposes to be eight (8) hour shifts.

(b) Recreation Lead Hand and Recreation Building Custodians shall be scheduled such that they work eighty (80) hours in a two (2) week period, but nothing herein shall be construed as a guarantee of hours to be worked.

(c) Scheduling

The hours of work of each employee shall be posted in an appropriate place in ink at least two (2) weeks in advance. The Union shall receive a copy of the said schedules on request. Once the schedule has been posted there normally will be no re-arrangement of said schedule without twenty-four (24) hours notice to the employees involved. Time and one half (1.5) shall be paid for shifts that are changed without twenty-four (24) hours notice. (Note: time and one-half applies to shifts that are changed only and not to additional shifts offered. This article does not apply to cancelled shifts). All scheduled shifts are compulsory and can only be refused for sickness or an emergency approved by the Employer or can be exchanged with other employees as per Article 15.04 (d).

(d) Shift Exchanges

Employees will be permitted to exchange shifts, with other employees with the Employer's permission in writing. Such permission will not be unreasonably withheld. The Employer has no obligation for any premium payment arising out of any such exchange. Where the shifts involved involve shift differential, this premium shall be paid to the employee working the shift.

(e) Distribution of Shifts

All shifts will be distributed as equitably as practicable amongst those employees normally performing the work.

#### **15.05 Coffee Breaks**

All employees shall be permitted a coffee break of fifteen (15) minutes both in the first and second half of a shift, such break to be taken on the job site.

#### **15.06 Inclement Weather**

Employees shall not lose pay when the Employer cancels shifts due to inclement weather.

### **ARTICLE 16 - OVERTIME**

#### **16.01 Overtime Defined**

All time worked before or after the regular work day and the regular work week, or in the case of Recreation Complex Staff, regular work schedule, or on a holiday shall be considered overtime. (Refer to Article 17 to define Holiday Overtime.)

## **16.02 Compensation for Work Before and After Daily Scheduled Hours**

Overtime worked before and after regular daily hours shall be paid at the rate of time and one-half.

## **16.03 Time Off for Meals**

An employee shall be allowed one-half (1/2) hour for meals for every four (4) hours overtime worked. In addition, the employee shall be paid a meal allowance of twenty dollars (\$20.00) for each four (4) hours overtime worked.

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

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

## **16.05 Sharing of Overtime**

Overtime and call-back time opportunities shall, as far as practicable, be evenly distributed among those permanent full-time employees who, in the opinion of the Employer, are capable of performing the work that is required.

## **16.06 Employer to Determine when Overtime is Necessary**

It is agreed that it is the function of the Employer to determine when overtime is necessary and to schedule overtime work.

## **16.07 No Guarantee of Hours of Work**

Nothing in this Article shall be construed as a guarantee of hours of work per day or per week.

## **16.08 Call Back Pay Guarantee**

An employee who is called back to work outside his regular working hours shall be paid for a minimum of three (3) hours at overtime rates.

## **16.09 Rest Period**

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

## **16.10 Pre-Scheduled Checks**

Pre-scheduled checks of roads and buildings on weekends and holidays shall be three (3) hours at straight time. These hours can be banked as per Article 16.13. If conditions require a longer period of time to rectify, Section 16.08 shall apply, and the three hour pre-scheduled check will be included under Article 16.08.

Pre-scheduled checks will be performed by the Recreation Building Custodian/Recreation Leadhand and Utility 1/Utility 2/Working Foreperson with the Operations Division.

- 16.10.1 Pre-scheduled checks will be performed by members of the public works staff.
- 16.10.2 Pre-scheduled checks will be done between the hours of 6:00 a.m. and 12:00 noon.
- 16.10.3 If an employee performing pre-scheduled checks determines it is necessary to undertake work other than pre-scheduled check duties, section 16.08 will apply.
- 16.10.4 Pre-scheduled checks shall be scheduled by the Employer as required.
- 16.10.5 Pre-scheduled checks for recreation facilities and municipal buildings, three (3) hours at straight time.

### 16.11 Scheduling of Overtime

It is agreed that it is the function of the Employer to determine when overtime is necessary and to schedule overtime work which shall not be refused by the Employee. "Schedule" in this instance means an eight (8) hour notice prior to the start of the shift to be worked.

### 16.12 Weekends

Where practicable, the Employer will endeavour to ensure that each Lead Hand and Recreation Building Custodian will receive every second weekend off. The Employer shall not be bound to comply with this paragraph should the Employer be unable to obtain sufficient part-time help or other Lead Hand or Recreation Building Custodian help to work on any given weekend.

### 16.13 Time Off in Lieu of Overtime

Instead of cash payment for overtime, an employee may choose to receive time off equal to the overtime rate worked, at a time mutually agreed upon between the Employer and the Union.

No more than forty (40) hours of time off may be accumulated at one time. All overages shall be paid out. Effective the date of ratification employees must use all stored time over forty (40) hours prior to being allowed to accumulate more time. Hours related to scheduled checks (Art. 16.10) can be banked as lieu time.

## **ARTICLE 17 - HOLIDAYS**

### **17.01 Paid Holidays**

The Employer recognizes the following as paid holidays:

New Year's Day  
Family Day

First Monday in August  
Labour Day

Good Friday  
Easter Monday  
Victoria Day  
Canada 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 Governments.

### **17.02 Additional Holidays**

In addition, the employee is entitled to three (3) extra days paid holiday within each year to be taken at a time mutually agreed upon between the employee and the Employer.

### **17.03 Paid Holiday on a Working Day**

Where a paid holiday falls upon a working day for an employee, the Employer may with the agreement of the employee or his agent substitute another working day for the paid holiday, which day shall not be later than the next annual vacation of the employee, and the day so substituted shall be deemed to be the paid holiday.

### **17.04 Paid Holiday on a Non-Working Day or on a Vacation Day**

Where a public holiday falls on a non-working day for an employee or in his vacation, the Employer shall:

- (1) With the agreement of the employee or his agent, pay the employee his regular wages of the paid holiday  
or
- (2) Mutually agree upon a working day that is no later than the next annual vacation of the employee, and the day shall be deemed to be the paid holiday.
- (3) For employees that work from Monday to Friday, all paid holidays in article 17.01 that fall on a Saturday or Sunday shall be recognized on the Monday following the holiday.

### **17.05 Premium for Working on a Paid Holiday**

Where an employee works on a paid holiday, the Employer shall pay to the employee for each hour worked a premium of two (2) times his regular rate, and where the employee is entitled to the holiday with pay, his regular wages in addition thereto.

### **17.06 Hour Worked on a Paid Holiday in Calculating any Overtime any Overtime Pay for the Work Week**

Where an employee works on a paid holiday, the hours the employee works on the paid holiday shall not be taken into consideration in calculating any overtime pay to which the employee is entitled for the work week in which the paid holiday occurs.

## **ARTICLE 18 - VACATIONS**

### **18.01 Length of Vacation**

For only those employees listed herein, an employee shall receive an annual vacation with pay in accordance with his/her years of employment as follows:

After 1 year	2 weeks
After 3 years	3 weeks
After 6 years	4 weeks
After 13 years	5 weeks
After 18 years	6 weeks
After 25 years	7 weeks

The Union will have the right to determine whether part-time employees will receive vacation lieu on each pay or accumulate for use as time with pay.

### **18.02 Vacation Pay**

**Less than five (5) years of employment:** The amount of pay for vacation shall not be less than an amount equal to four per cent (4%) of the wages of the employee in the previous twelve (12) months for which the vacation is given and in the calculation of wages, no account shall be taken of any vacation pay previously paid.

**Five (5) years of employment:** The amount of pay for vacation shall not be less than an amount equal to six percent (6%) of the wages of the employee in the previous twelve (12) months for which the vacation is given and in the calculation of wages, no account shall be taken of any vacation pay previously paid.

### **18.03 Vacation Pay on Termination**

An employee leaving the service at any time in his vacation year before he has had his vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation. If the employee has used more vacation days than entitled to, the Employer will deduct an equal amount from pay owing.

### **18.04 Compensation for Holidays Falling Within Vacation Schedule**

If a paid holiday falls or is observed during an employee's vacation period, he shall be allowed an additional vacation day with pay, by mutual agreement as to the day, provided that when the day is taken there shall be a sufficient number of employees to do the work of the Employer.

### **18.05 Preference in Vacations**

Vacations will be assigned on the basis of seniority, provided that in the Employer's judgement there shall remain a sufficient number of employees in the unit qualified to perform the work of the Employer. Regular full-time employees shall have preference for vacation over regular part-time employees.

### **18.06 Vacation Schedules**

Employees shall be provided with vacation request forms by January 15th of each year.

Vacation requests shall be submitted to the Employer by February 15th of each year. Vacation schedules shall be posted by March 15th of each year and shall not be changed unless mutually agreed upon by the employee and the Employer.

#### **18.07 Vacation - Commencement**

Vacations shall commence immediately following an employee's regularly scheduled days off.

#### **18.08 Unbroken Vacation Period**

An employee shall be entitled to receive not more than four (4) weeks of his vacation in an unbroken period unless otherwise mutually agreed upon between the employee and the Employer.

#### **18.09 Vacation Carry-Over**

An employee will not be permitted to carry over his vacation from one year to the next unless approved by the Employer, and in the event approval is given, the holiday pay rate will be that of the year for which it was accumulated.

#### **18.10 Vacation Pay**

An employee may, upon giving at least fourteen (14) days notice, receive on the last office day preceding commencement of his annual vacation, any pay cheque which may fall due during the period of vacation.

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

#### **19.01 Sick Leave Defined**

Sick leave means the period of time when a regular full-time employee is permitted to be absent from work with full pay due to examination or treatment by a physician or a dentist, sickness or accident, or to provide care for an immediate family member, rendering him unable to perform his regular duties as an employee.

The Employer will seek to have regular part-time employees covered under the short-term and long-term disability plans. Any changes to disability plan will be subject to agreement of management and Union.

#### **19.02 Annual Paid Sick Leave**

Eight (8) days sick leave per year shall be credited to each employee at the beginning of each calendar year. Unused sick days shall not be accumulated to the following year. Sick days will not be paid out.

#### **19.03 Deductions for Sick Leave**

A deduction shall be made from sick leave credit available for an employee, of all normal working days (exclusive of holidays) absent for sick leave. No more than three (3) days sick leave can be taken at any one time. An employee utilizing sick leave credits must

inform, or cause someone on his or her behalf to inform, his or her immediate supervisor, if physically able.

#### **19.04 Proof of Illness**

When an employee is absent due to illness he may be required to produce a medical certificate from a recognized physician to qualify for sick leave benefits.

#### **19.05 Sick Leave During Leave of Absence and Lay-Off**

When an employee is given leave of absence for any reason, he shall not receive sick leave credit for the period of such absence on his return to work.

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

#### **20.01 Negotiation Pay Provision**

A maximum of four (4) representatives of the Union who are in the employ of the Employer shall not suffer any loss in pay or benefits to attend negotiation meetings between the Employer and the Union if such meetings are held during working hours; if such meetings are held outside of working hours, no remuneration shall be paid by the Employer. Such payment for meetings will be made up to but not including arbitration.

#### **20.02 Leave of Absence for Union Functions**

The Employer may grant a leave of absence with pay 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 year does not exceed twenty (20) working days off. The employee requesting leave of absence pursuant to this clause shall endeavour to submit the written request at least one month prior to the commencement of the requested leave of absence. The Employer will endeavour to give a written reply to the request within five (5) working days of the employee's request to the Immediate Supervisor. The Employer shall bill the local union directly for the employees leave from work, for wages, benefits and a 5% administration costs.

#### **20.03 Leave of Absence for Full-Time Union or Public Dates**

The Employer recognizes the right of the employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence without loss of seniority so that the employee may be considered a candidate in federal or provincial elections. An employee who is elected to public office shall be allowed leave of absence without loss of seniority during his term of office.

#### **20.04 Paid Bereavement Leave**

An employee shall be granted a minimum of three (3) regularly scheduled consecutive working days leave without loss of pay and benefits in the case of death which occurs during the employee's working schedule of a parent, wife, husband, same sex or common-law spouse, (relevant relations of common-law spouse, considered in laws, e.g. mother of common-law spouse is mother-in-law), brother, step brother, sister, step sister, child, step-child, step-parent, spouse's grandparent, mother-in-law, father-in-law,

sister-in-law, brother-in-law, uncle, aunt, niece, nephew, grandparent and grandchild. If a family member dies while the employee is on annual vacation, the three day bereavement leave will be granted without loss of vacation time. An additional two (2) days unpaid leave will be granted if the employee is required to travel more than 500 km (one way) to attend to a bereavement. In order to receive the additional two (2) days leave for travel more than 500 km (one way), the employee must provide to the Employer a copy of the death certificate to confirm his attendance at the funeral. An employee may elect to defer one (1) day of bereavement leave to be used for attendance at the actual interment. This day must be taken within one year of the actual bereavement leave.

#### **20.05 Service Requirements for Maternity Leave**

The Employer will grant Maternal and Parental leave in accordance with the provisions of The Employment Standards Act, and the Employer will continue to pay benefits as provided under Article 23.

#### **20.06 Time Off for Elections**

Regulations governing pertinent Elections Act will apply.

#### **20.07 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 his normal earnings and the payment he receives for jury service or court witness, excluding payment for travelling, meals or other expenses. The employee shall provide proof of service and the amount of pay received. Time spent by an employee required to serve as a court witness in any manner arising out of his employment shall be considered as time worked at the appropriate rate of pay.

#### **20.08 Citizenship Leave**

An employee shall be allowed the necessary time off without pay to process his Canadian citizenship application.

#### **20.09 Education Leave**

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

#### **20.10 General Leave**

The Employer may grant leave of absence without pay and without benefits if the leave is granted for more than one (1) month, to employees. When applying for a leave of absence, an employee shall specify the duration of the leave being requested, including the date of return to work.

## **20.11 Community Volunteerism**

The Employer may grant a leave of absence without pay and without loss of seniority to employees for the purposes of attending conferences and education sessions for Council endorsed committee members, volunteer fire department members or any other Council endorsed activity. An employee may also elect to request vacation time, floater days or lieu time. No request will be unreasonably denied.

## **ARTICLE 21 - EMPLOYEE PAY**

### **21.01 Pay Days**

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

### **21.02 Equal Pay for Equal Worth**

Employees shall receive equal pay for equal worth, regardless of sex.

### **21.03 Employee Shall Perform Duties Assigned**

Employees of any classification shall be required to perform any duties assigned to him whether it be a lower or higher range.

### **21.04 Pay on Temporary Transfer, Higher Rated Job**

Any employee who performs work in a higher classification of pay for a minimum of one (1) day shall be paid the higher rate for the actual hours worked.

### **21.05 Pay on Temporary Transfer, Lower Rated Job**

When an employee is assigned to a position paying a lower rate, his rate shall not be reduced, unless the employee is assigned permanently to such lower position, in which case his rate shall be the rate payable for such position as specified in this Agreement.

## **ARTICLE 22 - JOB DESCRIPTIONS**

### **22.01 Job Descriptions**

Any changes to the job descriptions for positions in Schedule "A" attached hereto shall be dealt with by the Labour Relations Committee. If the parties do not agree on revised or new job descriptions, then the Employer shall have the right to impose its own job descriptions and the Union shall maintain the right to grieve, commencing at Step 5, if it feels the job descriptions are arbitrary or unreasonable. The Union may also grieve remuneration of new/changed job descriptions.

### **22.02 New Job Classifications**

When a position not covered in Schedules "A" and "B" attached hereto is established during the term 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 on the new classification and/or rate of pay of the job in question, such dispute shall be submitted to grievance and arbitration. The new rate shall become retroactive to the time the position was first filled by an employee.

## **ARTICLE 23- EMPLOYEE BENEFITS**

### **23.01 Pension Plans**

In addition to the Canada Pension Plan, every employee shall join the Ontario Municipal Employees' Retirement System. The Employer and the employees shall make contributions in accordance with the provisions of the plan.

### **23.02 Employer Contributions to Hospital and Medical Insurance**

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

- (1) Ontario Health Insurance Plan
- (2) Extended Health Care Plan, which will include semi-private room coverage
- (3) Dental Plan which provides for services and percentage payable up to applicable provincial fee guide.
  - Diagnostic / Preventive / Restorative / Minor surgery 100%
  - Periodontic / Endodontic / Major surgery 100%
  - Major restorative 50%
  - Denture repairs / Rebasings / Relining 100%
  - Orthodontics at 50% with lifetime maximum coverage of \$1,500 per eligible family member
- (4) Health Care Plan:
  - Prescribed drugs and other services
  - Vision care \$400 for every 24 months and \$150.00/24 months Eye Exam.

### **23.03 Employer Contributions to Life Insurance Plan**

The Employer shall pay one hundred (100%) per cent of the premiums of a Group Life Insurance Plan which will provide insurance of three (3) times the employee's salary up to a maximum of \$100,000 total insurance. Employees may purchase coverage over \$100,000, subject to the insurance company's acceptance of the employee's application based on medical history. The cost of additional insurance coverage will be recovered by payroll deduction.

Employees who are currently insured above the \$100,000 maximum will be "grandfathered" at the higher level. The Employer will prepare a list of all such employees and their level of coverage, with a copy to each such employee and the Union.

### **23.04 Employer Contributions to Accident and Sickness Insurance**

The Employer will pay one hundred percent (100%) of the premiums of an Accident and Sickness Insurance policy which will provide sixty-six and two-thirds per cent (66 2/3%) weekly earnings, maximum of which is the unemployment insurance benefit. The policy will provide for first day coverage due to an accident, fourth day coverage due to sickness and the maximum will be twenty-six (26) weeks.

### **23.05 Employer Contributions to Long Term Disability Insurance**

The Employer will pay one hundred (100%) of the premiums of a Long Term Disability Benefit Plan, which will provide benefits of sixty-six and two-thirds percent (66 2/3%) of monthly earnings, at a maximum of \$3,500 per month. Benefits are to commence after twenty- six (26) weeks, and will be payable to age sixty-five (65).

### **23.06 Workplace Safety Insurance Supplement**

An employee prevented from performing his regular work with the Employer because of an occupational accident that is covered by the Workplace Safety and Insurance Act shall receive from the Employer the difference between eighty-five percent (85%) of his salary pursuant to the said Act, and his or her actual wages, if the employee chooses. The Employee must direct the Employer to top up his wages using his sick leave bank.

### **23.07 Employee Assistance Plan**

The Employer shall provide an Employee Assistance Program for all employees eligible for health benefits, and their families, and the cost of the premiums for such program shall be paid from the employee shareable portion of the savings recognized from the Employment Insurance Reduced Premium Program administered by the Human Resources and Skills Development Canada (HRSDC). In the event that the Employment Insurance Reduced Premium Program is discontinued, such Employee Assistance Program (EAP) benefits will lapse.

## **ARTICLE 24 - HEALTH AND SAFETY**

### **24.01 Co-Operation of Safety**

Each party agrees to abide by the provisions of The Occupational Health and Safety Act.

### **24.02 Transportation of Accident Victims**

Transportation to the nearest physician or hospital for employees requiring medical care as a result of a work-related accident shall be at the expense of the Employer unless the same transportation is covered by OHIP.

### **24.03 First Aid Kits**

A First Aid Kit shall be supplied by the Employer to each mobile unit of the Employer and in other appropriate locations as designated by the Employer.

### **24.04 Personal Health and Wellness**

The Employer agrees to provide all Township of Schreiber employees and their immediate family members a free membership for the weight/fitness room to promote physical and mental wellness.

**Note:** For the purpose of this article immediate family member means spouse and dependent children under the age of 19 unless they are enrolled in college or university in which case they shall be eligible until the age of 25.

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

### **25.01 Footwear and Rain Suits**

The Employer will provide sufficient numbers and sizes of appropriate footwear and rain suits to carry out duties that require other than normal footwear and work clothing, as the Employer deems necessary. The Employer will provide coveralls, work gloves and winter mitts, for all employees as required. All such purchases must be pre-approved by the Employer.

### **25.02 Safety Boots**

The Employer will reimburse employees who require and purchase CSA Green Sticker approved safety footwear up to a maximum of three hundred dollars (\$300.00) per calendar year.

## **ARTICLE 26 - GENERAL**

### **26.01 Copies of Agreement**

The Employer will share the cost of providing sufficient copies of the working agreement with Local 87 of the Canadian Union of Public Employees on a 50%-50% basis.

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

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

## **ARTICLE 27 - TERM OF AGREEMENT**

### **27.01 Duration**

This Agreement shall be binding and remain in effect from May 1, 2024 to April 30, 2028.

### **27.02 Retroactivity**

Monetary provisions as set out in Schedule "A" shall be retroactive to May 1, 2024 from the date of signing of this Agreement.

### **27.03 Notice of Changes**

Either party desiring to propose changes to this Agreement shall, within the period of ninety (90) days prior to the termination date, give notice in writing to the other party of the change proposed.

### **27.04 Other Party Required to Enter into Negotiations**

Within fifteen (15) working days of receipt of such notice by one party, the other party is required to enter into negotiations for a new agreement.

**27.05 Agreement to Continue in Force**

Where such notice requests revisions only, the following conditions shall apply:


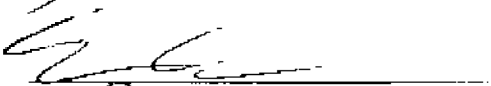
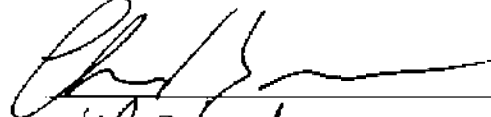
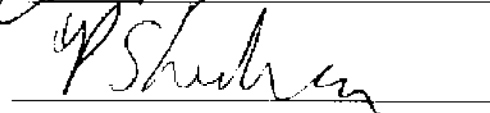
- (1) The notice shall state specifically the revisions requested and bargaining negotiations shall be restricted thereto, unless the parties otherwise mutually agree.
- (2) Both parties shall adhere to the terms of this Agreement during the collective bargaining. If negotiations extend beyond the termination of the Agreement, any revision in terms mutually agreed upon shall, unless otherwise specified, apply retroactively to that date.

**27.06 No Strike or Lock-Out**


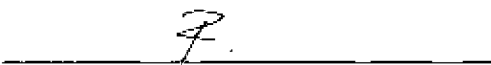
In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that during the life of this Agreement there will be no strike, picketing, slow down or stoppage of work, either complete or partial, and the Employer agrees that there will be no lockout.

Signed at Schreiber, Ontario this 13<sup>th</sup> day of June, 2024.

Signed on behalf of  
Canadian Union of  
Public Employees  
and its Local 87-07

Signed on behalf of the  
Corporation of the  
Township of Schreiber

  
 Mayor  
  
 Clerk  
 \_\_\_\_\_  
 \_\_\_\_\_

LETTER OF UNDERSTANDING

BETWEEN

CORPORATION OF THE TOWN OF SCHREIBER

AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 87-07

**Re: Benefits**

The parties agree that the following part-time employees will be grandfathered into the benefit entitlement of 100% Employer paid benefits once they become a full-time employee with the Town, without interruption in their employment unless due to illness or in accordance with Article 12.06.

Josh Speziale

New employees hired after November 26, 2013 will have 90% Employer paid benefits and 10% Employee paid benefits.

Signed this 13<sup>th</sup> day of June, 2024.

FOR THE EMPLOYER

K. Meel  
7.  
\_\_\_\_\_  
\_\_\_\_\_

FOR THE UNION

Tom Steiner  
[Signature]  
[Signature]  
[Signature]  
[Signature]

**SCHEDULE "A"**  
**HOURLY RATE OF PAY**  
**EFFECTIVE MAY 1, 2024**

**\$1.50 per hour Increase**

	0 to 1	1 to 2	2 +
Working Foreperson	30.76	32.23	33.69
Recreation Lead Hand	30.76	32.23	33.69
Recreation Programmer	30.76	32.23	33.69
Utility I	29.18	30.62	32.05
Operations Flex 1	29.18	30.62	32.05
Accounting Clerk I	29.18	30.62	32.05
SALC Program Coordinator	29.18	30.62	32.05
By-Law Enforcement Officer	27.68	29.14	30.60
Recreation Building Custodian	27.68	29.14	30.60
Accounting Clerk II	27.68	29.14	30.60
Utility 2	25.60	27.09	28.54
Operations Flex 2	25.60	27.09	28.54
Labourer	21.55	22.98	24.45
Recreation F.O.S.	21.17	22.64	24.07
Administrative Assistant	21.17	22.64	24.07

**Car Allowance** for By-Law Enforcement Officer \$250.00 monthly

**Shift Premium:** Shift premium for afternoon and night shifts shall be \$0.80 hour

**Part-time employees** will progress through the Schedule "A" Salary Scale and receive increment progressions 1 to 2 years and 2 plus years when they achieve the following hours:

**Outside Part-time 1040 regular hours**

**Inside Part-time 910 regular hours**

**SCHEDULE "A"**  
**HOURLY RATE OF PAY**  
**EFFECTIVE MAY 1, 2025**

**4.5% Increase**

	0 to 1	1 to 2	2 +
Working Foreperson	32.14	33.68	35.21
Recreation Lead Hand	32.14	33.68	35.21
Recreation Programmer	32.14	33.68	35.21
Utility I	30.49	32.00	33.49
Operations Flex 1	30.49	32.00	33.49
Accounting Clerk I	30.49	32.00	33.49
SALC Program Coordinator	30.49	32.00	33.49
By-Law Enforcement Officer	28.93	30.45	31.98
Recreation Building Custodian	28.93	30.45	31.98
Accounting Clerk II	28.93	30.45	31.98
Utility 2	26.75	28.31	29.82
Operations Flex 2	26.75	28.31	29.82
Labourer	22.52	24.01	25.55
Recreation F.O.S.	22.12	23.66	25.15
Administrative Assistant	22.12	23.66	25.15

**Car Allowance** for By-Law Enforcement Officer \$250.00 monthly

**Shift Premium:** Shift premium for afternoon and night shifts shall be \$0.80 hour

**Part-time employees** will progress through the Schedule "A" Salary Scale and receive increment progressions 1 to 2 years and 2 plus years when they achieve the following hours:

**Outside Part-time 1040 regular hours**

**Inside Part-time 910 regular hours**

**SCHEDULE "A"**  
**HOURLY RATE OF PAY**  
**EFFECTIVE MAY 1, 2026**

**4.5% Increase**

	0 to 1	1 to 2	2 +
Working Foreperson	33.59	35.20	36.79
Recreation Lead Hand	33.59	35.20	36.79
Recreation Programmer	33.59	35.20	36.79
Utility I	31.86	33.44	35.00
Operations Flex 1	31.86	33.44	35.00
Accounting Clerk I	31.86	33.44	35.00
SALC Program Coordinator	31.86	33.44	35.00
By-Law Enforcement Officer	30.23	31.82	33.42
Recreation Building Custodian	30.23	31.82	33.42
Accounting Clerk II	30.23	31.82	33.42
Utility 2	27.95	29.58	31.16
Operations Flex 2	27.95	29.58	31.16
Labourer	23.53	25.09	26.70
Recreation F.O.S.	23.12	24.72	26.28
Administrative Assistant	23.12	24.72	26.28

**Car Allowance** for By-Law Enforcement Officer \$250.00 monthly

**Shift Premium:** Shift premium for afternoon and night shifts shall be \$0.80 hour

**Part-time employees** will progress through the Schedule "A" Salary Scale and receive increment progressions 1 to 2 years and 2 plus years when they achieve the following hours:

**Outside Part-time 1040 regular hours**

**Inside Part-time 910 regular hours**

**SCHEDULE "A"**  
**HOURLY RATE OF PAY**  
**EFFECTIVE MAY 1, 2027**

**4.5% Increase**

	0 to 1	1 to 2	2 +
Working Foreperson	35.10	36.78	38.45
Recreation Lead Hand	35.10	36.78	38.45
Recreation Programmer	35.10	36.78	38.45
Utility I	33.29	34.94	36.58
Operations Flex 1	33.29	34.94	36.58
Accounting Clerk I	33.29	34.94	36.58
SALC Program Coordinator	33.29	34.94	36.58
By-Law Enforcement Officer	31.59	33.25	34.92
Recreation Building Custodian	31.59	33.25	34.92
Accounting Clerk II	31.59	33.25	34.92
Utility 2	29.21	30.91	32.56
Operations Flex 2	29.21	30.91	32.56
Labourer	24.59	26.22	27.90
Recreation F.O.S.	24.16	25.83	27.46
Administrative Assistant	24.16	25.83	27.46

**Car Allowance** for By-Law Enforcement Officer \$250.00 monthly

**Shift Premium:** Shift premium for afternoon and night shifts shall be \$0.80 hour

**Part-time employees** will progress through the Schedule "A" Salary Scale and receive increment progressions 1 to 2 years and 2 plus years when they achieve the following hours:

**Outside Part-time 1040 regular hours**

**Inside Part-time 910 regular hours**