

COLLECTIVE AGREEMENT

BETWEEN:



THE CORPORATION OF THE MUNICIPALITY OF SIOUX LOOKOUT

- and -

CUPE *Canadian Union
of Public Employees*

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 2141

TERM OF AGREEMENT: APRIL 1, 2024 - MARCH 31, 2027

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DEFINITIONS

- (a) **"Bulletin"** or "post" means to place notice on Bulletin Boards.
- (b) **"Corporation"**, "Employer", "Municipality", all mean the Corporation of the Municipality of Sioux Lookout.
- (c) **"Day"** - shall be defined by hours of regularly scheduled work for the individual employee and/or department and is exclusive of paid statutory holidays.
- (d) **"Employee"** means any person employed by the Municipality of Sioux Lookout and coming within the scope of the bargaining unit.
- (e) **"Grievance"** shall be defined as any difference arising out of interpretation, application or alleged violation of the Collective Agreement.
- (f) **"Layoff"** – Layoff is defined as a reduction in the work force initiated by the Municipality.
- (g) **"Qualify"** - means to meet the requirements of education or equivalent experience and previous performance as listed in any notice, job posting or job description.
- (h) **"Seniority"** is defined as the length of service in the bargaining unit and shall include service with the Employer prior to the certification or recognition of the Union. Seniority shall be used in determining preference or priority for the promotion, transfer, demotion, lay-off, permanent reduction of the workforce, and recall, as set out in other provisions of this agreement. Seniority shall operate on a bargaining-unit-wide basis.
- (i) **"Sick Leave"** – Sick leave means the period of time an employee is absent from work with full pay from cause of being sick or disabled, under treatment by physician, mental health professional, chiropractor, dentist, optometrist, ophthalmologist, physiotherapist, other licensed health care professional, or because of an accident for which compensation is not payable under Workplace Safety and Insurance Board regulations.
- (j) **"Spouse"** – includes spouse by marriage, common-law spouse and same-sex spouse
- (k) **"Vacancy"** - means a position opening, which the Employer intends to fill, created by resignation, promotion, demotion, transfer, discharge or new position. But no vacancy shall exist by an employee being absent for a period less than three months by reason of vacation, illness or leave of absence.
- (l) **"Parties"** – shall consist of the Municipality and the Union.
- (m) **"Personal/Compassionate Day"** – means a day that an employee needs time-off that does not fall under other defined leaves and does not require explanation.
- (n) **"Schedule"** – A "schedule" outlines when employees are expected to work their shifts, covering specific dates and times over a defined period.
- (o) **"Paid Statutory Holidays"** – shall be recognized and paid as follows:
 - Eight (8) hours for employees who work 2080 hours per year.
 - Seven and one half (7.5) hours for employees who work 1950 hours per year.
 - Four (4) hours for employees who work 1040 hours per year.
 - Casual employees shall be paid in accordance with the Employment Standards

Act.

- (p) **“Shift”** – A “shift” is a work period which employees are scheduled to perform their duties. It specifies the hours and timing of work, often including the start and end times.

ARTICLE 1 - PURPOSE

1.01 Harmonious Relationship

The Municipality and the Union and any authorized Committee thereof, hereby consent and agree to negotiate in any and all matters affecting the relationship between the parties of the agreement and to maintain harmonious relationships between the Municipality and its employees; and to provide an amicable method for fairly and peacefully adjusting any disputes which may arise between the Municipality and its employees.

1.02 Joint Discussions

It is recognized that joint discussions between both parties will be held on matters pertaining to working conditions to promote safety and to encourage efficiency in operations. Policies respecting personnel matters will be discussed with the Union prior to consideration by Council.

ARTICLE 2 – CLASSIFICATION OF EMPLOYEES

2.01 (a) Permanent Employees

A permanent employee is an employee within the bargaining unit who has satisfactorily completed his/her probationary period of employment in accordance with Article 6. Permanent employees are as follows:

(i) Permanent Full-Time

Employees within the bargaining unit who work at least one thousand eight hundred and twenty (1820) hours and up to two thousand and eighty (2080) hours per year, on a regular basis.

(ii) Permanent Part-Time

Employees within the bargaining unit who work at least one thousand two hundred and forty-eight (1248) hours and up to a maximum of one thousand eight hundred and nineteen (1819) hours per year, on a regular basis. These employees shall receive on a pro-rated basis the benefits outlined in the Collective Agreement. For the purpose of vacation entitlement, the years of service will be calculated by the number of months per year normally worked multiplied by the number of years with the Municipality divided by twelve. Permanent Part-Time employees will be offered OMERS enrolment during orientation. Enrolment for OTCFT (Other than Continuous Full-Time) employees is voluntary and Employees may choose whether or not to join. If enrolment is declined at orientation, OTCFT employees may enroll at anytime by completing the required paperwork. Once enrolled, employees are not able to opt out of OMERS while employed with the Municipality.

(b) Term Employee

A Term Employee is an employee within the bargaining unit who works the normal work week stated in Article 2.01 (a) (i), (ii) to replace a permanent full time or permanent part time employee who is on parental leave, medical leave or any other approved leave of absence on a defined term basis. The Union may request a list of the names of all term employees and the name of the employee they are replacing. These employees are entitled to the protection provided for in this Collective Agreement and some of the benefits provided to permanent employees. Article 6 is excluded unless the probationary period has been completed.

(c) Casual Employees

A casual employee is an employee in a bargaining unit position who works fewer than 1247 hours per year and has satisfactorily completed his/her probationary period of employment and works on an ad-hoc basis, as per Schedule "A".

Casual employees shall be entitled to all rights and privileges of the Collective Agreement and Employment Standards Act, except for the following:

Probationary Period, unless completed
Promotions and Staff Changes, unless the probationary period is completed
Layoffs and Recalls
Statutory Holidays, except for Employment Standards Act
Vacation, except for Employment Standards Act
Sick Leave
Paid and Unpaid Leaves
Employee Benefit Plan

(d) For part-time and casual workers a Record of Employment (ROE) will be issued when:

- An employee requests an ROE and an interruption of earnings has occurred, and/or in accordance with government regulations;
- An employee is no longer on the employer's active employment list;
- Service Canada requests an ROE; or
- An employee has not done any work or earned any insurable earnings for 30 days.

ARTICLE 3 - UNION MEMBERSHIP REQUIREMENT

3.01 All Employees to be Members

As a condition of employment, all new employees coming within the scope of the bargaining unit shall become a member of the Union, and all present employees shall retain membership in good standing in the Union.

3.02 Union Notification

The Municipality will notify the Union of the names and addresses of all new employees within thirty (30) days after they are hired, and the names and addresses of employees on termination of employment. The Municipality shall also provide an annual list of all members within the Union including mailing addresses and contact information upon request.

ARTICLE 4 - PAYMENT OF WAGES AND ALLOWANCES

4.01 Rate of Pay

The employees within the scope of this agreement and coming under the bargaining unit shall be paid at the rates as set out in Schedule "A" attached to and forming part of this Agreement.

4.02 Equal Pay for Work of Equal Value

Employees shall receive equal pay for work of equal value, regardless of sex.

4.03 No Elimination of Present Classification

Existing classifications shall not be eliminated or changed without prior agreement with the Union.

ARTICLE 5 - HOURS OF WORK

5.01 Hours of Operation

(a) Hours of work for full time equivalent bargaining unit employees shall be as follows:

Office Employees:	1820 – 2080 hours per year
Operational Employees:	2080 hours per year

(b) Based on normal yearly hours and as required, the Employer, Union and employees of the affected department will meet, discuss, and establish work schedules including required shifts best suited to serving the operational and maintenance requirements of the department and employee’s needs.

HOURS OF OPERATION BY DEPARTMENT

Airport:	24 hours per day, 7 days per week
Public Works:	05:00 to 17:00, Monday to Friday 24 hours a day, Monday to Friday (winter only)
Landfill:	05:00 to 21:00, Monday to Saturday
Recreation and Culture:	24 hours per day, 7 days per week
By-law:	24 hours per day, 7 days per week
Development Services:	06:00 to 18:00, Monday to Friday
Corporate Services:	07:00 to 18:00, Monday to Friday
Finance:	07:00 to 18:00, Monday to Friday
Human Resources:	07:00 to 18:00, Monday to Friday

- (c) There shall be no split shifts for full-time employees allowed.
- (d) Averaging agreements shall be established in accordance with the Employment Standards Act or the Canada Labour Code, as applicable.

5.02 Notice of Schedule Change

All schedule changes shall be posted in the work place thirty (30) days prior to implementation.

In the event that a schedule change must be implemented prior to the thirty (30) day notice period, the schedule change may be made provided all employees affected by that change agree to it in writing.

5.03 Paid Break Period

An employee shall be allowed two (2) break periods of fifteen (15) consecutive minutes per day, one to be taken in the first half of the shift and one to be taken in the second half of the work shift at a time scheduled by the employer. The rest period shall begin at the onset of leaving the job activity to the time of return.

5.04 Lunch Period

An employee will be allowed a minimum of one-half (1/2) hour and up to one (1) hour of unpaid time for lunch during their regular work day at a time mutually agreed upon by the Employer and the employee, subject to operational demands. It is understood that this is an unpaid meal period and the Employer recognises the employee's right to enjoy this period without interruption. Employees may leave their work locations for their unpaid lunch break.

5.05 Adverse Weather Conditions or Lack of Work

An employee reporting to work and who is sent home due to adverse weather conditions or lack of work shall be paid the minimum compensation of three (3) hours at straight time rates.

5.06 Snow Shift

The Municipality may establish a special shift for snow removal that may all or partly be outside the regular working hours, provided that twelve (12) hours' notice is given prior to the start of the shift. Where such shift is worked the employee will receive eight (8) hours pay. Employees will receive overtime rates for any time worked outside the regular working hours if notice is given less than twelve (12) hours prior to the start of the shift.

5.07 Winter Night Shift

Public Works Winter Night Shift:

- (a) Each winter night shift crew shall be a minimum of two (2) Machine Operators.
- (b) If one person of the two (2) person crews is absent for a day, the Municipality can run the crew with one (1) person.
- (c) Winter Night Shift shall be 24 hours a day, Monday to Friday.
- (d) In emergency situations, employees may be required to work past the end of their regular scheduled shift in accordance with provincial legislation.

- (e) Employees working the winter night shift shall receive a twenty-minute (20) paid lunch.
- (f) The winter night shift will cover from November 1st to April 30th or as weather demands but the management and maintenance requirements shall determine the actual start and end periods. Provisions under Article 5.02, Notice of Schedule Change, do not apply to the winter night shift.
- (g) If necessary a mechanic may be called out to provide maintenance on equipment being used for the winter night shift. Regular overtime and call out provisions shall apply.
- (h) Staff working the winter night shift shall receive notice of such shift change on the Friday prior to the start of the work week in which the shift is scheduled unless otherwise mutually agreed to. Shift changes shall not occur in the middle of a work week.

ARTICLE 6 – PROBATION PERIOD

6.01 Probation for Newly Hired Employees

- (a) A new employee shall be on probation for a period of seven hundred and twenty (720) working hours for those employees working two thousand eighty (2080) hours per year and six hundred and seventy-five (675) hours for those employees working nineteen hundred fifty (1950) hours per year from the date of hire. During the probationary period the employee shall be entitled to all the rights and benefits of this agreement, except that he/she may be discharged by the Municipality at any time during such probationary period.
- (b) After successful completion of the probationary period an employee shall be considered permanent for the purposes of this agreement.
- (c) The probation period may be extended on mutual agreement of the parties and all other terms of this clause shall apply to any extended period.

ARTICLE 7 - SENIORITY

7.01 Seniority List

Union seniority shall date from the first day of service. The Municipality shall maintain a seniority list showing the date upon which each employee's union service commenced, and in February of each year shall send to the Union and post on all bulletin boards a copy of an updated list as at that date and where such posted seniority is not disputed within thirty (30) days from the date of posting, the seniority shown shall be deemed to be correct up to that time and not subject to further review or adjustment.

Seniority for part-time employees shall be the total number of hours paid (exclusive of overtime), (i.e., 1 hour paid {exclusive of overtime} = 1 hour seniority). Workplace Safety and Insurance Board shall be included as paid time.

Casual staff shall be eligible to accumulate seniority after a period of ninety (90) working days of service. Following ninety (90) days of service, seniority will be credited retroactive to the date of hire.

7.02 Transfer of Seniority and Service

- (a) For application of seniority for purposes of promotion, demotion, transfer, layoff and recall and service for purposes of vacation entitlement and wage progression:
- (i) an employee whose status is changed from full-time to part-time or casual shall receive full credit for their seniority and service;
 - (ii) an employee whose status is changed from part-time or casual to full-time shall receive credit for their seniority and service on a pro-rated basis.
- (b) The seniority shall be grand-fathered as of date of ratification.

7.03 Loss of Seniority

An employee shall not lose seniority rights if they are absent from work because of parental leave, medical leave, family medical leave, layoff, shut downs, or leave of absence approved by the Municipality.

An employee shall lose their seniority in the event they:

- are discharged under the terms of this Agreement and are not reinstated;
- resign in writing and do not withdraw such resignation, also in writing, within forty-eight (48) hours;
- are laid off for a continuous period longer than twelve (12) months; or

- retire.

ARTICLE 8 – PREMIUM PAYMENTS

8.01 Compensation for Work Prior to and After Scheduled Hours of Work

All pre-approved time worked prior to, or after completion of a regularly scheduled shift shall be paid or banked, subject to Article 8.05, at one and one-half (1 ½) times the employee's regular rate of pay.

8.02 Compensation for Work on Day of Rest

Employees who regularly work five days on, two days off shall receive one and a half their regular rate of pay for all work done on their first day of rest. The employee shall receive two times their regular rate of pay for work on the second day of rest. The pay shall be paid or banked, subject to Article 8.04.

Employees who regularly work four days on, four days off shall receive one and a half their regular rate of pay for all work done on their first or second day of rest. If the employee works on their third or fourth scheduled rest days, they shall receive two times their regular rate of pay. The pay shall be paid or banked, subject to Article 8.04.

8.03 Compensation for Work on Statutory Holiday

All work done on a statutory holiday shall be paid at two (2) times the employee's regular rate of pay and the employee will be paid for the statutory holiday.

8.04 Written Preference

- (a) Employees shall submit to their Department Head, with their timesheets, written preference for either payment for all overtime and/or statutory holiday time worked or to bank overtime and/or statutory holiday time worked, subject to section (b) of this article.
- (b) Banked overtime will be capped once an employee reaches the equivalent of eight (8) days regular time; all remaining overtime will be paid out in the current year.
- (c) It is expected that banked overtime will be taken during the calendar year that it is earned.
- (d) Employees may request in writing, to have all or a portion of their banked overtime paid to them at any time during the calendar year.

8.05 Scheduling of Time off

- (a) Banked overtime earned in the first three (3) quarters of the year must be taken as time off in lieu of payment prior to December 31st of the year in which it is earned. Banked overtime earned in the last quarter of the year must be taken as time off in lieu of payment prior to March 31st of the following year. There shall be no carryover of banked overtime earned in the first three (3) quarters of the year.
- (b) If banked statutory holidays are not scheduled to be taken by December 31st of the year in which they are earned and no extenuating circumstances exist which prevented the employee from scheduling the banked holidays off, such time shall be scheduled for them by their supervisor to be taken prior to December 31st.
- (c) If banked overtime from the first three (3) quarters of the year is not scheduled by October 15th to be taken by December 31st of the year in which it was earned, and no extenuating circumstances exist which prevented the employee from scheduling the banked overtime off, such banked overtime shall be scheduled for them by their supervisor to be taken prior to December 31st.
- (d) If banked overtime earned in the last quarter of a year is not scheduled by January 15th of the following year to be taken by March 31st of the following year, and no extenuating circumstances exist which prevented the employee from scheduling such banked overtime off, such banked overtime will be scheduled for them by their supervisor to be taken prior to March 31st.
- (e) Employees shall be notified of all time off entitlements each pay period.

8.06 Call-Out Pay

An employee who is called out and required to work outside their regularly scheduled working hours shall be paid for a minimum of three (3) hours at overtime rates and shall be paid from the time they leave their home to report for duty until the time they arrive back upon proceeding directly from work, providing the hours worked are not contiguous with a regularly scheduled shift and the employee has received eight (8) hours prior notice, in which case hours actually worked shall be paid.

8.07 Stand-By Pay

- (a) Employees who are scheduled and/or notified before their regular shift concludes that they are on call for weekends, holidays and emergencies shall be paid a stand-by rate of three dollars and thirty-one cents (\$3.31) per hour for every hour the employee is on stand-by. Where such stand-by rate is paid, such employee shall

be paid in accordance with Call-In provisions of Article 8.06 above, for each call-out to work.

- Stand-by will increase to three dollars and forty-one cents (\$3.41) April 1, 2025
 - Stand-by will increase to three dollars and fifty-one cents (\$3.51) April 1, 2026
- (b) On any stand-by period, such stand-by and stand-by rates shall commence at the end of the last regular shift and end at the commencement of the next regular shift.
- (c) Employees on stand-by are generally required to respond to an on-call situation as soon as possible but within twenty (20) minutes of receiving the callout. In the event that the employee cannot demonstrate that they are able to respond within twenty (20) minutes of the callout that employee will be ineligible for stand-by.

8.08 Meal Allowance

When, for any reason, an employee is required to work unscheduled overtime after completing a regular work day, the same said employee after having worked for a period of two (2) hours past their regular quitting time will be paid a meal allowance of twenty dollars (\$20.00).

8.09 Sharing of Overtime

Overtime work shall be distributed by the Municipality as equally as is practicable among the employees in a department who normally perform the work.

8.10 Paid Out Overtime

When an employee transfers to a different department that employee may carry forward up to five (5) working days' time off in lieu for their in lieu bank to the new department. Any time off in lieu in excess of five (5) working days will be paid out before the transfer occurs, unless otherwise agreed upon in writing, at the discretion of the receiving Department Manager.

8.11 Shift Premium

There shall be a shift premium for hours worked after 17:00 and prior to 08:00 Monday to Friday and all shifts worked Saturday or Sunday, except when overtime is being paid. Shift premiums shall be per hour additional compensation and shall be paid according to the following:

- a) A shift premium of five percent (5%) shall be paid to an employee where fifty percent (50%) or more of the hours worked within a regularly scheduled shift falls between the hours of 17:00 and 00:00 Monday to Friday and between the hours of 05:00 and 00:00 Saturday and Sunday.
- b) A shift premium of seven percent (7%) shall be paid to an employee where fifty percent (50%) or more of the hours worked within a regularly scheduled shift falls between the hours of 00:00 and 08:00.

8.12 Acting Premium

- (a) When an employee within the Bargaining Unit acts in the capacity of a higher classification within the Bargaining Unit that employee shall be paid the higher classification rate for the period of time assigned to that position. Where an employee is assigned to a position having a lower rate of pay, that employee will be paid their regular rate of pay, not the lower rate of pay.
- (b) When an employee within the Bargaining Unit is formally assigned a significant component or all of the duties and responsibilities of a position outside the bargaining unit that has a higher maximum rate of pay than the position normally held by that employee, such employee will be paid their own rate plus a twenty percent (20%) premium above their own regular rate.

8.13 Premium Pyramiding

The parties agree that there shall be no pyramiding of the premiums provided for under this agreement.

ARTICLE 9 - STATUTORY HOLIDAYS

9.01 Holidays

(a) The following shall be recognized as Statutory Holidays:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Christmas Day
Victoria Day	Boxing Day
Canada Day	

(b) The following shall be recognized as a Non-Statutory Holidays:

Civic Holiday
National Day for Truth and Reconciliation
Remembrance Day

(c) Permanent Full-Time and Permanent Part-Time employees will receive two (2) floating holidays per year, prorated in any partial year of service.

9.02 Statutory Holidays Falling on a Regularly Scheduled Day of Work

Where any of the above Statutory Holidays fall on a regularly scheduled working day, and there is an office closure, the employee will receive the day off with pay.

9.03 Statutory Holidays Falling on a Regularly Scheduled Day Off

Where any of the above Statutory Holidays fall on a regularly scheduled day off, the employee will receive a day off in lieu with the hours placed into the employees Stat Bank.

9.04 Statutory Holidays that Fall on a Monday to Friday

Where any of the above Statutory Holidays fall on a Monday to Friday, departments not designated as 24 hours, will close for the day.

9.05 Statutory Holidays that Fall on a Weekend

Where any of the above Statutory Holidays fall on a weekend, departments not designed as 24 hours will observe the Statutory Holiday on the following Monday.

9.06 Non-Statutory Holidays Falling on a Regularly Scheduled Day of Work

Where any of the above Non-Statutory Holidays fall on a regularly scheduled day of work, the employee will receive the day off of work or for 24-hour departments a full day off in lieu matching the hours worked, to be maintained in the vacation bank.

ARTICLE 10 - VACATIONS

10.01 Length of Vacation

- (a) All new employees shall receive the pro-rated amount of their initial vacation entitlement, as determined by their hours of work, on their first day of employment. In the calendar year of their fifth anniversary, they shall continue to receive the initial entitlement amount; on their anniversary date they shall receive the pro-rated amount of their newly increased vacation entitlement for the remainder of the year and the full amount for each year thereafter. Increased entitlements shall follow the chart below:

Years of Service	Annual Vacation Entitlement	
	1950 Hours/Year	2080 Hours/Year
0-5	112.5 hours/year	120 hours/year
6-12	150 hours/year	160 hours/year
13-20	187.50 hours/year	200 hours/year
21-25	225 hours/year	240 hours/year
26	232.50 hours/year	248 hours/year
27	240 hours/year	256 hours/year
28	247.50 hours/year	264 hours/year
29	255 hours/year	272 hours/year
30 plus	262.50 hours/year	280 hours/year

- (b) Annual vacation shall be taken by arrangement with the employee’s manager in the calendar year that the entitlement was received. Vacation time may only be carried over into subsequent years if extenuating circumstances prevent the time from being taken in the year it is earned. Such carryovers must be approved by the Chief Administrative Officer.
- (c) There shall be no pay outs of unused vacation time at the end of the year.
- (d) Employees are required to take a minimum of three (3) weeks paid vacation annually, in accordance with the Ontario Employment Standards Act.

10.02 Holidays Falling During Vacation Period

If a holiday as provided for in Article 20.01 of this Agreement falls during an employee’s vacation period, they shall not be required to use a vacation credit for that day.

10.03 Preference in Vacation

- (a) Employees shall submit their request for annual vacation leave to their Manager by March 31st of each year. Vacation requests shall be reviewed and employees shall be notified if their request was granted no later than April 15th. Employees with greatest seniority shall have first choice of dates only if their request is received by March 31st. Where an employee has divided their vacation request into two or more periods, the aforementioned seniority shall only apply to the first choice to a maximum of two weeks, except as otherwise approved. Approval of choice of vacation dates shall reflect operational demands and are at the discretion of the Department Head. Vacation dates may not be altered or changed except by mutual consent after April 15th. Where no vacation request is made in accordance with this Article by May 31st of the vacation entitlement year, vacation times will be scheduled at management's discretion.
- (b) Any other requests for vacation leave must be made no later than five (5) working days prior to the commencement of the vacation. The Manager shall reply to such request within three (3) working days.

10.04 Approved Leave of Absence During Vacation

- (a) Where an employee qualifies for sick leave under Article 11.01, there shall be no deduction from vacation credits for such absence if the employee provides satisfactory certificate and documentation of such period, in accordance with Article 11.02.
- (b) Where an employee qualifies for bereavement, or any other approved leave with pay during their period of vacation, there shall be no deduction from vacation credits for such absence.
- (c) Periods of vacation displaced under paragraphs (a) and (b) of this Clause shall be either added to the vacation period, or reinstated for use at a later date agreed to by mutual consent.

10.05 Vacation Pay on Termination

An employee terminating their employment at any time in their vacation year and before they have taken vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation prior to termination. If vacation time is taken prior to being earned, the Municipality is authorized to deduct the equivalent amount from any amounts owing to the employee upon termination of employment.

ARTICLE 11 - SICK LEAVE PROVISIONS

11.01 Payment of Sick Leave

- (a) An employee who becomes incapacitated for work through illness may utilize credits from their sick bank during their absence in order to continue receiving pay.
- (b) An employee who is ill shall notify their Manager or immediate supervisor of their inability to attend work. The employee must report their illness as early as possible, but at least prior to thirty minutes of the normal commencement of their shift.
- (c) Employees shall be entitled to one-hundred and five (105) hours per year for employees working 1950 hours or one-hundred and twelve (112) hours per year for those working 2080 hours per year, to be pro-rated in any years of partial service with 100% of unused hours carried forward into the following year to a maximum of 907.5 hours for employees working 1950 hours and 968 hours for employees working 2080 hours. There shall be no pay out upon severance, retirement or death for accumulated sick hours.
- (f) Employees working 1950 hours annually shall have fifteen (15) hours or employees working 2080 hours annually shall have sixteen (16) hours per year of their sick leave credits to be designated as personal leave credits. Employees shall be entitled to use personal leave days to care for family members, attend out-of-town appointments or as otherwise approved. These credits will be carried in the sick bank and shall be otherwise treated as sick leave credits.

11.02 Proof of Illness

An employee will be required to produce a certificate from a medical practitioner, if requested, for any illness in excess of four (4) working days, certifying that they were unable to carry out their duties due to illness. The Municipality will pay any fees paid for by the employee for obtaining such a certificate upon presentation of a receipt to the Manager not to exceed a maximum of three (3) times per calendar day.

11.03 Sick Leave Records

A record of all unused sick leave will be kept by the Municipality and immediately after the close of each calendar year, each employee shall review the records of the Municipality to verify that the accumulated sick leave is correct. Any employee is to be advised, on application, of the amount of sick leave accrued to their credit.

11.04 Personal Emergency Leave

The employer shall accommodate employee personal emergency leave, as outlined in the Employment Standards Act. Employees requesting to take a personal emergency leave must make the request in writing to their Manager.

ARTICLE 12 – PAID AND UNPAID LEAVES

12.01 Pregnancy and Parental Leave

An employee shall qualify for pregnancy and parental leave in accordance with the Employment Standards Act. While on pregnancy or parental leave an employee shall retain their full employment status and accumulate all benefits under this collective agreement. During the period of leave, the Employer shall continue to pay the hospital, medical and group life insurance and other employee benefits of this Agreement. If an employee decides to return to work early after pregnancy or parental leave, they shall provide the Employer with at least four (4) weeks' written notice. On return from leave, the employee shall be placed in their former position. If the former position no longer exists, they shall be placed in an equivalent position in the organization.

12.02 Day Off for Birth of Child

- (a) Every permanent employee shall receive one (1) day off with pay for birth or adoption of the employee's child.
- (b) Every permanent employee shall receive one (1) day off with pay for the birth or adoption of the employee's grandchild. The employee must use the day off within thirty (30) days of the birth of their grandchild.

12.03 Bereavement Leave

- (a) An employee shall be entitled to paid bereavement leave, as herein provided, which shall be taken to coincide with the funeral of the deceased person:
 - (i) Spouse, son, daughter: five (5) consecutive days.
 - (ii) Father, mother, brother, sister, step-father, step-mother, step-brother, step-sister, step-son, step-daughter: five (5) consecutive days.
 - (iii) Father-in-law, mother-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparents, spouse's grandparents and grandchildren: three (3) consecutive days.
 - (iv) Aunts, uncles, nieces and nephews of employees and their spouse: one (1) day.
- (b) In extenuating circumstances, at the discretion of the Municipality, reasonable additional travelling time will be allowed.
- (c) One (1) day when requested to serve as a pall bearer at the funeral of other relatives not listed above.

- (a) Employees will be allowed four (4) hours' leave without loss of pay to attend a funeral as an active or honorary pallbearer.

12.04 Time Off for Elections

Employees will be allowed paid time off for voting in accordance with the appropriate statutes relating to Municipal, Provincial or Federal elections, as the case may be.

12.05 Armed Service

Employees serving in any of the armed forces when Canada is at war shall, upon honourable discharge thereupon be entitled to return to their former position in the employ of the Municipality and shall be granted seniority for such service.

12.06 Jury or Court Witness Duty

The Municipality shall grant leave of absence without loss of seniority to an employee who serves as a juror or witness in any court. The Employer shall pay such employee the difference between their normal earnings and the payment they receive for jury services or court witness, excluding payment for travelling, meals or other expenses. The employee will present proof of service and the amount of pay received.

12.07 Negotiation, Grievance and Arbitration Pay Provisions

- (a) Representatives of the Union shall not suffer any loss of pay or benefits for the total time involved in negotiations or grievance and arbitration hearings with the Employer. However, the Employer shall not cover any expenses or absences required by the union for preparation or meetings at which the Employer is not present. The total negotiation committee and/or grievance committee shall be comprised of a representative from each department not to exceed five (5) employees plus the national representative.
- (b) The Union agrees that it shall not allow any department to be left unmanned or short-handed if negotiations take place during regular working hours.

12.08 Leave of Absence for Union Duties

An employee who is elected or appointed to an office with the Union shall, upon application in writing by the Union to the Department Head, be granted leave of absence, without pay, for a period of three (3) months. Upon similar application by the Union within the period of such leave, the employee shall be granted an extension thereof upon similar terms.

The employer will invoice the Union for full reimbursement of wages and benefits.

12.09 Leave of Absence for Conventions

An employee within the scope of this Agreement holding office in any Provincial, National or International organization or association with which the Union is affiliated, or duly appointed as a delegate to any meeting or convention of such organization, shall not be penalized under the provisions of any section of this agreement for attending any such meeting or convention, but shall not be entitled to regular wages or salary during the absence.

The employer will invoice the Union for full reimbursement of wages and benefits.

12.10 Union Education

An Employee within the scope of this Agreement who registered to attend CUPE sanctioned courses will be granted Leave of Absence for such education, subject to operational demand. This employee shall not lose seniority for the approved Leave of Absence. The Employer will invoice the Union for full reimbursement of wages and benefits for this time.

12.11 Leave of Absence to Assume a Management Position on a Temporary Basis

An employee selected to assume an Acting Manager position through a competition or job posting for a period of up to twelve (12) months shall be granted a leave of absence from the Union for the duration of time the employee is in the Acting Manager position without any loss or accumulation of seniority. The union employee will return to their former position at the conclusion of the appointment with full Bargaining Unit rights. If the term position is extended beyond twelve (12) months, the employee will be considered to have resigned from the union position with appropriate loss of seniority and rights. During the period of assuming the Acting Manager role, the employee will not pay union dues.

12.12 Leave of Absence Without Pay

An employee may request a leave of absence without pay that will be of benefit to the Municipality and to the employee, for reasons other than outlined in this Article. Such request shall be made in writing to the Chief Administrative Officer a minimum of two (2) months prior to the anticipated leave. If such leave is approved, such employee shall not be entitled to benefits for the duration of the leave. Each case will be dealt with individually and shall not set precedent for future requests.

ARTICLE 13 - EMPLOYEE BENEFIT PLANS

13.01 OMERS Pension Plan

The Employer and employees shall make contribution in accordance with the provisions of Ontario Municipal Employees' Retirement System (O.M.E.R.S.).

13.02 Early Retirement

After ten years of service with the Municipality employees who retire early as provided under OMERS regulations and who have not yet reached age 65 shall be entitled to receive an annual payment of one thousand (\$1,000.00) with which to purchase Health Benefits. Payment of this allowance will be made to the employee upon submission of proof of policy purchase.

13.03 Hospital and Medical Insurance

- (a) The Municipality shall contribute one hundred percent (100%) of the premium of the current Manulife Plan or an equivalent benefits plan for all permanent employees. It shall include:
- (i) Semi-Private Hospital Care
 - (ii) Extended Health Care Plan (\$10 – \$20 deductible)
 - (iii) Dental Plan – Dental Restorative (50% coinsurance, \$1,000 annual maximum)
Orthodontic coverage at 50% with \$1,000 lifetime maximum
Dental recall once every 9 months
 - (iv) Vision Care Plan five hundred dollars (\$500.00) – Eye exams once every 24 months for children and adults
 - (v) Out of Country to cover full comprehensive Emergency Out of Country and Referral services
 - (vi) Paramedical Max \$500/practitioner/year April 1, 2024 to August 31, 2024, and then as below in (c) as of September 1, 2024.
- (b) Practitioners covered by this plan shall be as follows:
Speech Therapist, Psychologist, Massage, Physiotherapist, Naturopath, Osteopath, Chiropractor, Podiatrist
- (c) This Article permits employees to elect to receive a maximum of one thousand dollars (\$1,000.00) for any one (1) practitioner service listed in 13.03 (b) for a maximum benefit of four thousand dollars (\$4,000.00) per benefit year.

- (d) Disputes as to any claims under the benefits plans are between the employee and the benefits carrier and are not subject to grievance and arbitration procedures.

13.04 Workplace Safety and Insurance Board Pay Supplement

If an employee is eligible for workers' compensation benefits, as determined by the Workplace Safety and Insurance Board, the Municipality will continue to pay their full salary and their portion of benefits, subject to the conditions outlined below:

- a) That the difference between compensation payment and their full salary shall be deducted from accumulated sick leave credits.
- b) All wages excluding lump sum payments on pension received by the employee from the Workplace Safety and Insurance Board will be assigned by them to the Employer.
- c) The Employer shall indicate the amount received from the Workplace Safety and Insurance Board on the employee's income tax (T-4) form.

13.05 Contributions for Employees

The Municipality shall contribute WSIB premiums for all applicable employees, as required by WSIB legislation.

13.06 Discontinuance

The benefits under this Article shall discontinue during any period of unpaid, unprotected leave of absence for any employee, as determined by the benefit provided.

13.07 Employee Assistance Program

The municipality will provide an Employee Assistance Program (EAP).

ARTICLE 14 - PROMOTIONS AND STAFF CHANGES

14.01 Job Postings

- (a) When a vacancy occurs or a new position is created inside the bargaining unit, the Municipality shall notify the Union in writing and post notice of the position vacancy within fourteen (14) days of such occurrence on all employee Bulletin Boards for a minimum of one (1) week, and shall forward a copy of the notice to the Union, in order that all members will know about the position and be able to make written application thereof.
- (b) All positions within the Bargaining Unit shall be permitted to be posted both internal and external at the same time. Internal candidates will be given priority and will be evaluated prior to the review of any external candidates.

14.02 Information in Postings

Such notice shall contain the following information: nature of position, qualifications, required knowledge, education or equivalent experience, skills and salary rate.

14.03 Method of Making Appointment

- (a) In making staff changes within the bargaining unit, transfers or promotions, appointment shall be based on the following factors:

Ability, qualifications, related experience and work record.

When the foregoing factors are relatively equal, then seniority will be the determining factor. For greater clarification, "relatively equal" means that the scores of two candidates are within ten percent of each other in a one-hundred percent scale.

For example, if two candidates for the same job, Candidate A and Candidate B, scored 88% and 78% respectively, and Candidate B who received 78% had greater seniority, then Candidate B would be awarded the job.

This does not impact the Employer's right to establish the scoring process and procedures used in the interview process, nor does it impact the Union's right to challenge the process and procedures used by the Employer.

- (b) Appointment from within the bargaining unit shall be made within thirty (30) days of the termination of the required posting period.

14.04 Classifications

- (a) The classification of Foreman is a special classification in which employees will be named at the discretion of the Municipality and are to be used for such employees as the Municipality deems to have special skills, duties or responsibilities for placement in either of the classifications, and no right to either classification or limitation of any other general or special duties are implied by the inclusion or classification of this clause. This classification can recommend the need for any disciplinary procedures.

14.05 Trial Period

- (a) An employee promoted or awarded a new position within the bargaining unit shall be given thirty (30) working days' time in which to demonstrate the ability to do the job, and if they fail to do so, or if the employee so desires within fifteen (15) working days, they shall be returned to their former position without loss of seniority. If the employee chooses to return they will be restricted from applying for the same position within a six (6) month period.
- (b) An employee promoted or awarded a new position outside of the bargaining unit may, if the employee so desires, be returned to their former position within thirty (30) working days, without loss of seniority.
- (c) The trial period may be extended on mutual agreement of the parties, and all other terms of this clause shall apply to any extended period.

14.06 Notification to Unsuccessful Applicants

All unsuccessful applicants who apply for a posted vacancy shall receive written reason why they did not receive the posted position within ten (10) working days.

ARTICLE 15 – TRAINING COURSES

15.01 Training Courses

Where the Employer determines that employees require additional knowledge and/or skill, the Employer may provide the necessary facilities and instruction to enable such employees as designated by the Employer to acquire the additional knowledge and/or skills at no loss in wages. Where attendance and/or travel is necessary outside of regular work hours, such time will be eligible for overtime at straight time.

15.02 Posting of Courses

The Municipality shall post on all bulletin boards, all training opportunities that become available which any employee may elect to take and experimental programs for which employees may be selected. The bulletin shall contain the following information:

- (i) Type of course (subject and material to be covered)
Time, duration and location of the course
Basic minimum qualifications required for applicants.
- (ii) This bulletin shall be posted for a period of one (1) week on bulletin boards in all departments to afford all interested employees an opportunity to apply for such training.
- (iii) If any employee is selected by the Municipality to attend such training course it will be as provided for in Article 15.03.

15.03 Compensation for Training

For attendance at any such course the employee shall be compensated at their regular rate, but not to exceed the hours of their regular scheduled working day, plus pre-approved traveling, accommodation, meal costs and incidentals.

ARTICLE 16 – UNIVERSAL JOB EVALUATION PLAN

16.01 Changes to Job Duties and/or New Classifications

- (a) All positions within the Municipality of Sioux Lookout shall be evaluated using a "Universal Job Evaluation Plan". The Plan, by using eleven gender-neutral factors, determines the relative worth of jobs within the organization by defining the value of the work performed. The Plan includes all the factors recommended by the Canadian Human Rights Commission, Bill 154 (Pay Equity Act) in Ontario and existing equal pay legislation in other provinces.

- (b) Whenever the employer creates a new job or changes the duties and responsibilities of a job or the employee and Union feel the duties and responsibilities of a job have been changed or the job description does not reflect the duties and responsibilities of the job the following procedures shall be followed:
 - (i) The incumbent(s) and Union or the Supervisor or Employer may request a Job Evaluation review by completing and submitting a Job Evaluation reconsideration form.

 - (ii) Upon receipt of a completed Job Evaluation Reconsideration Form the Joint Job Evaluation/Pay Equity Committee shall proceed to gather accurate, up to date information on the job. The gathering of information shall involve requesting the incumbent(s) and supervisor to complete an up to date Job Analysis Questionnaire. Specific areas of changed responsibilities and duties must be identified. Where further information is required, interviews shall be held with incumbents and/or supervisors and/or visits to the workplace.

 - (iii) Where the job duties and/or responsibilities have been changed the committee shall meet to rate each sub factor of the job and to establish a new rating for the job. The rating of the job shall determine the pay grid for the job.

 - (iv) Notwithstanding the above, when a new job is created or established, the rate of pay shall be established between the employer and the union, based upon the Job Evaluation process.

 - (v) If the parties are unable to agree on the reclassification or rate of pay for the job, such dispute shall be submitted to grievance and arbitration for determination. The new rate shall become retroactive to the time of the new position being filled by the employee or the date of change in duties.

- (vi) The Joint Job Evaluation/Pay Equity Committee shall consist of two (2) of three (3) representatives from the Union and two (2) representatives from the employer. The parties shall submit, in writing, the names of the representatives.

ARTICLE 17 - HEALTH AND SAFETY

17.01 Co-operation

The Municipality shall observe all reasonable precautions and provide all safety services or appliances that may be reasonably required for the safety and protection of the employees. Employees shall co-operate with the Municipality in the prevention of accidents and will, from time to time, as occasion arises, make such representation to the Municipality as to the prevention of accidents as may be considered necessary.

17.02 Safety Clothing and Tools and Equipment

(a) The Municipality shall provide all employees working in any unsanitary or potentially hazardous jobs with all the necessary tools, protective equipment and protective clothing required, subject to suitable procedures regarding control and use. The Municipality will pay 100% of the costs associated with protective equipment and protective clothing required to perform the work safely.

(b) Necessary tools, protective equipment and protective clothing shall include safety hats, shoring when working in ditches and any other specialized tools, protective equipment and protective clothing.

(c) All vehicles operated by an employee shall be equipped with fire extinguishers, first aid kits and flares.

(d) The Municipality shall pay up to two hundred fifty dollars (\$250.00) of the cost, once per year and after an employee has completed their probationary period, towards the purchase of safety footwear as required and defined under the Occupational Health and Safety Act. Such payment will be made upon submission of a receipt as proof of purchase to the Manager.

17.03 Safety Training

The Municipality may provide safety training for the employees in the Bargaining Unit as required, with such classes to be held during regular working hours with minutes of meetings being documented and posted at the work sites. Where the Municipality deems that employees who would otherwise be attending such classes are required for emergency work, it may direct the employees accordingly.

17.04 Modified Work Program

As required, the Municipality will set up and implement a modified work program for those employees who have been injured on the job but not yet returned to work. It is recognized that both parties stand to benefit both in terms of cost savings under WSIB

and in terms of the positive reinforcement of the employee returning to gainful employment.

ARTICLE 18 – LABOUR MANAGEMENT COMMITTEE

18.01 Labour Management Committee

- a) The Labour Management Committee shall meet quarterly, or on an as needed basis, mutually agreed to by both parties to consider suggestions and recommendations for the continued improvement of relations between the Municipality and its employees. The Committee shall consist of an employee representative from each department, not to exceed five members, and two Managers to represent the Municipality.
- b) When possible representatives shall notify the other Committee members in advance of the matters which they wish to discuss at the meeting.

ARTICLE 19 - LAYOFFS AND RECALLS

19.01 Role of Seniority in Layoffs and Recalls

- (a) Both parties recognize that job security should increase in proportion to length of service. Therefore, in event of layoff, employees shall be laid off in the reverse order of their seniority.
- (b) Laid-off employees shall be recalled in the order of their seniority providing they are qualified to do the work.

19.02 Advance Notice of Layoff

Unless legislation is more favourable to the employees in respect of notice of layoff, the Municipality shall notify permanent employees who are to be laid off, up to ten (10) working days prior to the effective date of such layoff. If the employee has not had the opportunity to work the days provided in this Article, they shall be paid for the days for which work was not made available.

For all those employees not covered by this clause, the Municipality endeavours to give as much notice as possible of layoff.

19.03 No Layoffs Due To Part-Time Employees

The Employer agrees that during the term of this agreement no full-time, permanent employee within the bargaining unit shall be laid off for reason of their duties being performed by one or more part-time employees of the Employer.

19.04 Bumping Procedure

The Employer agrees that during the term of this agreement, no employee shall be laid off in a department where there is sufficient work to be done. Seniority shall govern the bumping rights and shall be processed, as follows:

- a) Seniority is bargaining-unit-wide.
- b) For the purposes of layoffs, management will lay off staff, when required, based on seniority in the classification where lack of work is being experienced in the department.
- c) Laid off employees have the right to review the seniority list, in conjunction with a union representative if they wish, to determine if they have seniority in a classification they are qualified to fill.

- d) If seniority does allow the laid off employee to "bump" into another classification, the employee is to advise the Manager of Human Resources in writing during the five-day notice period of their layoff.
- e) The Manager of Human Resources will give the employee being "bumped" five working days' notice that they are being bumped. This employee can then activate the "bumping" provision of the Collective Agreement as outlined above.
- f) The employee "bumping" into another classification will be allowed a twenty day trial period to demonstrate that they are capable of doing the work in that classification. If, after twenty days, it is apparent the employee cannot do the work in the classification "bumped" into, they will return to their original position and either reactivate the "bumping" provision of the Collective Agreement or accept the layoff previously given.

ARTICLE 20 – LICENCING REQUIREMENT

20.01 Change in Legal Status of Driver's Licence

Where an employee's position requires them to operate a vehicle as part of their job responsibilities, the employee will notify their supervisor immediately of any change to the legal status of their driver's licence (suspension of licence, loss of licence or change in Class).

ARTICLE 21 - DISCHARGE OR SUSPENSION

21.01 Unjust Discharge or Suspension

A claim by an employee that he has been unjustly discharged or suspended shall be treated as a grievance, provided that a written statement of such grievance is lodged by the Union with the Chief Administrative Officer within five (5) working days after notice of the dismissal or suspension has been given to the Union. Such grievance shall be taken up at a special meeting between the Union representatives and the Chief Administrative Officer of the Municipality.

21.02 Disposal of Discharge or Suspension Grievances

Such special grievance may be settled by confirming the Municipality action in dismissing or suspending the employee, or by re-instating the employee with full compensation for time lost, or by arrangement which is just and equitable in the opinion of the conferring parties, or in accordance with the above provisions for arbitration.

21.03 Warnings and Adverse Reports

Whenever the Employer deems it necessary to censure an employee in a manner indicating that dismissal or demotion may follow any further infraction or may follow if such employee fails to bring their work up to a required standard by a given date, the Employer shall, within ten (10) days thereafter, give written particulars of such censure to the employee involved, with a copy to the President of CUPE Local 2141 at Sioux Lookout. Any reply by an employee shall be submitted to the Employer within ten (10) working days after notice is given by the Employer.

The employee's reply to such complaint, accusation or expression of dissatisfaction shall become part of his record. The disciplinary notation of an employee shall be removed from his file if no other disciplinary action, of any kind, is taken against the employee for a period of two thousand and eighty (2080) working hours following a suspension or disciplinary action and will not form the basis of further disciplinary action at any time after such removal.

21.04 Access to Personnel File

- (a) In the presence of the Manager of Human Resources and a Union Representative if requested, an employee shall have the right, on 2 days' notice, to have access to review their personnel file and shall have the right to respond in writing to any document contained therein within five (5) days; such reply shall become part of the permanent record.

- (b) The employee may request and be provided a copy of anything contained in their personnel file subject to the requirements of the Freedom of the Information Act.

ARTICLE 22 - GRIEVANCE PROCEDURE

22.01 Settling of Grievance

Informal Discussion

The employee should first attempt to resolve the issue by discussing it with their immediate supervisor or manager within seven (7) calendar days of becoming aware of the grievance.

Step 1: Formal Grievance Filing

If the matter is not resolved through informal discussions, the employee may submit a formal written grievance to the Department Manager within seven (7) calendar days of the informal discussion with the direct supervisor.

The employee and the Department Manager will engage in a documented discussion to address the grievance. Both parties should outline their perspectives and potential resolutions may be explored during this meeting.

The employee will receive a written notice of the meeting outcome within seven (7) calendar days of the meeting.

Step 2: Written Notice to Human Resources

If the matter is not resolved at Step 2, the employee may submit a formal written notice with the Human Resources Department within seven (7) calendar days of the response from the Department Manager.

This written grievance shall include the following: date, individuals involved, confirmation of previous steps, section of agreement or act being violated, and any other relevant details.

The Human Resources Department shall respond in writing within seven (7) calendar days.

Step 3: Appeal to CAO

If the grievance remains unresolved after Step – 3, the employee must submit a formal written notice of appeal to the CAO within seven (7) calendar days of the response from the Human Resources Department.

This written appeal shall include the following: a summary of the grievance, a summary of any response received, and the reasons for appealing to the CAO.

The CAO shall response in writing within seven (7) calendar days either to deny the appeal or to request a meeting for clarity. If a meeting is scheduled, final decision on the appeal will be submitted in writing within seven (7) calendar days of the meeting.

Arbitration

If the grievance is not resolved at the CAO level, the Union may choose to submit the grievance for arbitration withing fourteen (14) calendar days of receiving the CAO's written decision.

The arbitrator shall be mutually agreed upon by both the Union and the Employer.

The arbitrator's decision will be final and binding on all parties.

Where any of the grievance is not submitted in accordance with the listed time frames, the grievance will be deemed to have been settled.

22.02 Policy Grievance

- (a) When a dispute involving a question of general application or interpretation occurs, or where a group of employees, or the Union, or the Corporation has a grievance, the grievance will be initiated at Step 2.
- (b) A policy grievance must be presented to the other party by the grievor(s) in writing and within thirty (30) working days of the incident being grieved.

22.03 Lapsing of Grievance

A grievance shall lapse upon resignation of any employee in respect of whom the grievance is in process. Withdrawal of such grievance shall not prejudice the Union's or the Corporation's position on any future similar or identical grievance concerning the same matter.

22.04 Deviation from the Grievance Procedure

After a grievance has been initiated by the Union, the Employer's representative shall not enter into discussion or negotiation with respect to the grievance either directly or indirectly with the alleged aggrieved employee, without the consent of the Union. If either Party cannot meet the time frames noted above, they can mutually agree to an extension in writing.

ARTICLE 23 - ARBITRATION

23.01 Arbitration Proceedings

- (a) Within ten (10) working days after referral to arbitration the parties agree to correspond to discuss the option of arbitration by single arbitrator. Where both parties agree to single arbitration, the parties will each nominate a single arbitrator. Each of the parties shall pay one half of the remuneration and expenses of the person appointed.
- (b) Where agreement of a single arbitrator cannot be reached, any arbitration proceedings provided for in this agreement shall be carried out by an arbitration board to be selected as follows:

23.02 Composition of Board of Arbitration

- (a) Within ten (10) working days after the matter has been referred to arbitration pursuant to the provisions of this agreement, the Municipality and the Union shall appoint one (1) person each to be members of the Arbitration Board, and upon their failure to do so within the said time limit, the Minister of Labour of Ontario shall make such appointment or appointments.
- (b) The two members so appointed shall, within five (5) days after the day on which the second of them is appointed, select a third person to act as Chairman, and failing the selection of such Chairman within the said time limit, the Minister of Labour of Ontario may appoint a third member to the Board which said member shall act as Chairman.

23.03 Board Procedure

The Arbitration Board shall immediately hear the evidence concerning the matter referred to it and shall render its decision as soon as practicable.

23.04 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 and binding and enforceable on all parties, but in no event shall the Board of Arbitration have the power to change this Agreement or to alter, modify or amend any of its provisions. However, the Board shall have the power to dispose of any discharge or discipline grievance by an arrangement which in its opinion it deems just and equitable.

23.05 Expenses of the Board

Each party shall assume its own cost of the arbitration proceedings, and shall share all other costs equally.

ARTICLE 24 – WORKPLACE HARASSMENT POLICY

24.01 Workplace Harassment Policy

The Harassment Policy as established by the Corporation will be available to all employees. The Corporation agrees to post copies of the policy on all workplace staff notice boards and be included in the orientation package given to all new employees.

24.02 No Discrimination

The parties agree that every person has the right to equal treatment with respect to employment without discrimination because of race, ancestry, place of origin, colour, ethnic group, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status, or disability as defined by the Ontario Human Rights Code.

ARTICLE 25 - RESOLUTIONS OF THE MUNICIPALITY COUNCIL

25.01 Copies of Resolutions

Copies of all resolutions and policies of the Municipal Council which affect the employee/employer relationship within the bargaining unit shall be available to the Union.

ARTICLE 26 - UNION DUES

26.01 Deductions

Deductions for Union dues shall be made from each pay and shall be forwarded to the Union not later than one week following, accompanied by a list of the names, addresses and classification of the employees from whose wages the deductions have been made.

The Union agrees to advise the Municipality of any changes in the amount and manner regarding Union dues deductions. In the event of a contributing employee being laid off and later rehired dues shall be deducted from the first cheque payable.

Best efforts shall be made by the Municipality in making the above deductions and the Union agrees to indemnify and save the Municipality harm from any claims arising out of the deductions made in accordance with this Article.

26.02 Dues Receipts

At the same time that Income Tax Statement of Remuneration Paid (T-4) forms are made available, the Municipality shall include typewritten thereon, the amount of Union dues paid by each Union member in the year to which the T-4 refers.

ARTICLE 27 - MANAGEMENT RIGHTS

27.01 Management Rights

The Union recognizes the right of the Municipality to hire, promote, demote, transfer, suspend or otherwise discipline or discharge any employees, and such other rights as the Municipality might have conferred upon it by any statute, subject to the right of the employees concerned to lodge a grievance in the manner and to the extent hereinafter provided.

ARTICLE 28 - RECOGNITION AND NEGOTIATION

28.01 Bargaining Unit

The Municipality recognizes the Canadian Union of Public Employees and its Local 2141 as the sole bargaining agent for all its employee's, as per Schedule "A", save for persons regularly employed for not more than twenty-four (24) hours per week and students returning to school.

28.02 Work of the Bargaining Unit

Other employees of the Municipality whose regular jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit except for purposes of instruction, experimenting or when regular employees are not available.

Prior to commencing any experiment, the Municipality will consult with the Local 2141 to outline the reason for the experiment, plans for implementation, length of experiment and other factors.

28.03 No Other Agreements

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

28.04 Interviewing Opportunity

On commencing employment, a new employee shall be informed by the Manager of Human Resources of the name of their Union steward or representative according to information supplied by the Union from time to time. A Union Representative from CUPE Local 2141 shall be granted an interviewing opportunity/orientation with the new member for a minimum of fifteen minutes, subject to operational demands determined by the supervisors.

28.05 Union Representative

The Union shall have the right at any time to have assistance or representatives of the Canadian Union of Public Employees or other advisors when dealing or negotiating with the Employer. Such representative(s)/advisor(s) shall on request be given access to the Employer's premises in order to deal with any matters arising out of the Collective Agreement.

ARTICLE 29 - GENERAL CONDITIONS

29.01 Replacement of Tools

The Municipality agrees to replace mechanics' personal tools upon reasonable proof of loss or breakage while being used on Municipality work.

29.02 Employee's Address

It shall be the responsibility of the employee to keep the Employer and OMERS informed of his/her current address. OMERS will only accept these changes from the Employee.

29.03 No Strikes or Lockouts

The Union will not call a strike and the Municipality will not institute a lockout for any cause whatsoever during the term of this agreement.

The Union will not, during the time of this agreement, permit any member of the Union to promote or endeavour to influence other members to strike, under penalty of immediate expulsion from the Union.

ARTICLE 30 - DURATION AND TERMINATION

30.01 Term of Agreement

- (a) This Agreement shall be in effect from the first (01st) day of April, 2024 until the thirty-first (31st) day of March, 2027 and thereafter from year to year unless notice of termination, amendment or alteration by either party to the other in writing is given within ninety (90) days prior to the expiration of this Agreement as herein provided.
- (b) Any written notice by the Municipality as outlined in (a) shall be delivered to the CUPE National Representative and copied to the Union Local President and/or Secretary.
- (c) Any written notice by the Union as outlined in (a) shall be presented to the Manager of Human Resources, or in his/her absence, to the Chief Administrative Officer.

30.02 In the Event of a Strike or Lockout

In the event of a strike or lockout, once the “no board” has been issued, both parties agree to meet prior to the strike or lockout deadline to discuss strike protocol and the provision of essential services.

30.03 Notice of Changes

Within fifteen (15) days of either party submitting formal notice to bargain for a new or amended collective agreement, or within such further period as the parties may mutually agree upon, representatives from each party shall meet and exchange copies of the respective changes being proposed. Where such notice requests revisions only, it shall state specifically the revisions requested and bargaining negotiations shall be restricted thereto, unless the parties otherwise mutually agree.

30.04 Retroactivity

- (a) All items will become effective as negotiated on the date of ratification of the Agreement by members of Local 2141.
- (b) The Union and Municipality will share the cost of printing of agreement.

In witness whereof the parties hereto have caused these presents to be executed under the hands of the respective proper officers in that behalf:

Dated this 25th day of October, 2024.

**The Corporation of the Municipality of Sioux
Lookout**

Brian P. MacKinnon
Brian P. MacKinnon (Oct 18, 2024 16:24 CDT)

Brian P. MacKinnon

Carly Collins
Carly Collins (Oct 18, 2024 15:37 CDT)

Carly Collins

Mathew Lelonde
Mathew Lelonde (Oct 18, 2024 18:47 CDT)

Mat Lelonde

Ben Hancharuk
Ben Hancharuk (Oct 18, 2024 15:34 CDT)

Ben Hancharuk

Megan Pollard
Megan Pollard (Oct 18, 2024 18:43 CDT)

Megan Pollard

Doug Lawrence
Doug Lawrence (Oct 25, 2024 11:44 CDT)

Mayor

**Canadian Union of Public Employees
Local 2141**

Adam Tilberg
ADAM TILBERG (Oct 25, 2024 13:46 CDT)

Adam Tilberg

Dianna Lorteau
Dianna Lorteau (Oct 25, 2024 14:47 CDT)

Dianna Lorteau

Shayne Kressall
Shayne Kressall (Oct 25, 2024 15:29 CDT)

Shayne Kressall

National Representative

National Representative

SCHEDULE "A"
CLASSIFICATION AND WAGE SCALE

Effective Dates		April 1 2024 to March 31, 2025	April 1 2025 to March 31, 2026	April 1 2026 to March 31, 2027
CLASSIFICATION <i>April 1 - March 31 Annual Increases</i>	2023 <i>Current</i>	2024 4%	2025 4%	2026 4%
PUBLIC WORKS				
Public Works Foreman	\$ 32.84	\$ 34.15	\$ 35.52	\$ 36.94
Chief Mechanic	\$ 37.26	\$ 38.75	\$ 40.30	\$ 41.91
Machine Operator I	\$ 31.97	\$ 33.25	\$ 34.58	\$ 35.96
Utility and Machine Operator I	\$ 31.97	\$ 33.25	\$ 34.58	\$ 35.96
Truck and Coach Technician	\$ 36.26	\$ 37.71	\$ 39.22	\$ 40.79
Machine Operator II	\$ 30.10	\$ 31.30	\$ 32.56	\$ 33.86
Machine Operator II/Landfill Attendant	\$ 30.10	\$ 31.30	\$ 32.56	\$ 33.86
Casual Machine Operator II	\$ 29.33	\$ 30.50	\$ 31.72	\$ 32.99
Utility and Machine Operator II	\$ 30.10	\$ 31.30	\$ 32.56	\$ 33.86
Sanitation Driver/Landfill Operator	\$ 30.10	\$ 31.30	\$ 32.56	\$ 33.86
Landfill Attendant	\$ 30.10	\$ 31.30	\$ 32.56	\$ 33.86
Administrative Assistant	\$ 29.33	\$ 30.50	\$ 31.72	\$ 32.99
Apprentice Mechanic – Level 1	\$ 27.03	\$ 28.11	\$ 29.24	\$ 30.41
Apprentice Mechanic – Level 2	\$ 28.46	\$ 29.60	\$ 30.78	\$ 32.01
Apprentice Mechanic – Level 3	\$ 29.90	\$ 31.10	\$ 32.34	\$ 33.63
Labourer	\$ 27.13	\$ 28.22	\$ 29.34	\$ 30.52
RECREATION AND CULTURE				
Administrative Assistant	\$ 29.33	\$ 30.50	\$ 31.72	\$ 32.99
Evening Attendant	\$ 29.33	\$ 30.50	\$ 31.72	\$ 32.99
Custodian	\$ 28.88	\$ 30.04	\$ 31.24	\$ 32.49
Casual Custodian	\$ 27.57	\$ 28.67	\$ 29.82	\$ 31.01
AIRPORT				
Airport Foreman	\$ 34.63	\$ 36.02	\$ 37.46	\$ 38.95
Airport Operation Technician	\$ 31.97	\$ 33.25	\$ 34.58	\$ 35.96
Casual Airport Ops Technician	\$ 30.10	\$ 31.30	\$ 32.56	\$ 33.86
Airport Services Custodian	\$ 28.88	\$ 30.04	\$ 31.24	\$ 32.49
DEVELOPMENT SERVICES				
Facilities Custodian	\$ 27.57	\$ 28.67	\$ 29.82	\$ 31.01
Casual Facilities Custodian	\$ 27.57	\$ 28.67	\$ 29.82	\$ 31.01
Administrative Assistant	\$ 29.76	\$ 30.95	\$ 32.19	\$ 33.48

EMERGENCY SERVICES				
By-Law Enforcement Officer	\$ 30.64	\$ 31.87	\$ 33.14	\$ 34.47
ADMINISTRATION				
Airport Finance Clerk	\$ 32.41	\$ 33.71	\$ 35.05	\$ 36.46
Cem. & Lic. Co-Ordinator	\$ 32.84	\$ 34.15	\$ 35.52	\$ 36.94
Payroll Clerk	\$ 30.10	\$ 31.30	\$ 32.56	\$ 33.86
Customer Service Clerk	\$ 29.76	\$ 30.95	\$ 32.19	\$ 33.48
Accounts Receivable & Utilities Clerk	\$ 32.41	\$ 33.71	\$ 35.05	\$ 36.46
Administrative Assistant	\$ 29.33	\$ 30.50	\$ 31.72	\$ 32.99
Accounts Payable Clerk	\$ 29.76	\$ 30.95	\$ 32.19	\$ 33.48
Casual Office	\$ 27.13	\$ 28.22	\$ 29.34	\$ 30.52
FACILITIES				
Operations Technician Level 1	\$ 30.10	\$ 31.30	\$ 32.56	\$ 33.86
Operations Technician Level 2	\$ 28.50	\$ 29.64	\$ 30.83	\$ 32.06
Operations Technician Level 3	\$ 27.13	\$ 28.22	\$ 29.34	\$ 30.52