

COLLECTIVE AGREEMENT

BETWEEN

THE CORPORATION OF THE TOWN OF BLIND RIVER

(hereinafter referred to as the "Corporation")



-AND-

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 2616**

(hereinafter referred to as the "Union")

CUPE·SCFP / Canadian Union of Public Employees
Syndicat canadien de la fonction publique

TERM OF AGREEMENT: January 1, 2025 to December 31, 2027

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ARTICLE 1 - PURPOSE

- 1.01 The purpose of this agreement is to establish mutually satisfactory relations between the Corporation and its employees, to provide process for the prompt and equitable dispositions of grievances, and to establish and maintain satisfactory working conditions, hours and wages for all employees who are subject to the provisions of this agreement.
- 1.02 It is agreed by the parties hereto that every covenant provision and agreement shall ensure to the benefit of and be binding upon the parties hereto and their assigns, and that all covenants herein shall be construed as being joint and several and that, when the context so requires or permits, the singular members shall read as if the plural were expressed and the masculine gender as if the feminine or neuter, as the case may be, where expressed.

ARTICLE 2 - SCOPE

- 2.01 This agreement shall apply to all employees of the Corporation of the Town of Blind River save and except managers and those above the rank of manager and students hired during the summer break period that do not replace bargaining unit members.

ARTICLE 3 - RECOGNITION

- 3.01 The Corporation, or any one authorized to act on its behalf approves and recognizes Local 2616, chartered by the Canadian Union of Public Employees, as the exclusive collective bargaining agency for its employees classified and covered by this agreement, and hereby consents and agrees to negotiate with the union or any authorized committee thereof on matters affecting the relationship between the parties to this agreement looking towards a peaceful and amicable settlement of any difference that may arise between them.
- 3.02 Both parties mutually agree that this agreement shall cover and include all those employees to be set forth in the classification and wages schedule embodied in this agreement.

ARTICLE 4 - UNION SECURITY

- 4.01 The Corporation shall deduct from every employee any dues, or assessments levied by the Union on its members.
 - 4.02 All employees of the Corporation, covered by this agreement, as a condition of continuing employment, shall become and remain members of the Union.
 - 4.03 Deductions will be made from the payroll period and shall be forwarded to the Secretary-Treasurer of the Union not later than the 15th day of the month following in respect of which deductions have been made, accompanied by a list of all employees from whose wages the deductions have been made and their gross regular wages.
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- 4.04 The Union will save the Corporation harmless from any and all claims which may be made against the Corporation for amounts deducted from employees pay as herein provided.
- 4.05 At the same time that Income Tax T-4 slips are made available, the Corporation shall type thereon the amount of union dues paid by each member in the previous year.
- 4.06 No contract written, or oral, shall be entered into between the Corporation or any of its designated representatives, and employees covered by this agreement on matters relative to hours of work, wages and working conditions, promotions, demotions, or any other conditions affecting the welfare of the employee in general without the signed consent of the Union.
- 4.07 The Corporation agrees to advise the Union in writing of the hiring of any new employee covered by this agreement.
- 4.08 The Corporation will provide to the Union a list of all employees in the bargaining unit, which shall include employee names, status (full-time, part-time, etc), home mailing address, preferred contact phone number and email (if available).

Wherever possible, the contact list will be provided in an electronic format. The list will be provided in January and June of each year. Employees are responsible for updating the Corporation on any changes to their personal contact information.

- 4.09 The Corporation shall give the Union three (3) months advance notice in writing in the event the Corporation is planning to reduce services, layoffs, restructuring or any other initiative that would impact the work of the bargaining unit and/or job security of bargaining unit members. During the notice period, the Corporation shall maintain the status quo of the bargaining unit. This language does not prevent the Corporation from addressing immediate emergency situations.

ARTICLE 5 - NO DISCRIMINATION

- 5.01 There shall be no discriminatory practices either by the Corporation or the Union because of an employee's race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status or disability. It is further agreed and clearly understood that there shall be no discrimination exercised or practiced on the part of the Corporation or its representatives against any employee for their participation either past, future, or present, in the formation or administration of this Union.
- 5.02 The Corporation recognizes its responsibility to provide and maintain an environment in which all employees can work free from workplace harassment. References to harassment shall be defined as per the *Ontario Human Rights Code* and/or the *Ontario Occupational Health and Safety Act* and will also include but not be limited to bullying and personal, psychological, and sexual harassment.

Any Employee who believes that he or she has been harassed has the right to seek redress in accordance with the grievance process and related legislation. In order to avoid having a

grievance meeting with the accused harasser, it is agreed that the grievance process may be initiated at the next step of the Grievance procedure.

It is agreed that all incidents of harassment which are brought to the Corporation's attention will be investigated in a respectful and confidential manner. The Corporation will advise the Union, in writing to the President, if a member of the Local is the complainant or respondent of an accusation of harassment. The Corporation will advise any Union member involved in a harassment investigation of their right to Union representation.

ARTICLE 6 - RESPONSIBILITY OF EMPLOYEES

6.01 It is recognized that the Corporation administration is responsible for the safety, health, comfort, and general welfare of the citizens, therefore, the employees recognize they must be prepared at all times to assist in carrying out the services of the Corporation.

This responsibility to the citizens is the responsibility of the Corporation and requires any dispute arising over the interpretation of the terms of this agreement be adjusted and settled in an orderly manner without interruption to the said services of the citizens; therefore, the employees agree that, if any differences with the Corporation occur during the time period of the agreement, the same will be dealt with under the grievance procedure hereinafter set forth.

6.02 It shall be the responsibility of all employees to notify the manager in writing within three (3) working days of any change in their address and phone number.

ARTICLE 7 - CORPORATION RIGHTS

7.01 The Union agrees that the Corporation has the right to manage all departments, direct the working forces, to hire, promote, demote, transfer, lay off, suspend and discipline employees for just cause.

7.02 The Corporation agrees that these functions shall be executed in accordance with all conditions and provisions of this agreement, and further, that they may be exercised in a manner consistent with the general purpose and intent of the agreement and subject to an employee's rights to lodge a grievance as set forth herein.

ARTICLE 8 - NO STRIKE OR LOCKOUTS

8.01 In view of the orderly procedure established herein for the disposition of employees complaints and grievances, the Corporation agrees that it will not cause or direct any lockouts of its employees for the duration of this agreement.

8.02 The Union agrees that it will not cause, authorize, sanction nor permit its members to cause, take part in any sit down, stay in, slow down in any department, strike or stoppage of any of the

Corporation's operations or any curtailment of work, restriction of, interferences with work or any picketing of the Corporation's premises during the term of this agreement.

ARTICLE 9 - NEGOTIATING AND GRIEVANCE COMMITTEES

- 9.01 A negotiating committee shall be appointed and consist of not more than three (3) members plus one (1) alternate who are employees of the Corporation. The Union will keep the Corporation advised of the names of the members of such committee.
- 9.02 Stewards
- The Corporation acknowledges the right of the Union to appoint or otherwise select three (3) stewards and three (3) alternates. The Union shall notify the Corporation of the names of the stewards within thirty (30) calendar days of their appointment.
- 9.03 No time shall be lost by stewards or members of the negotiating committee for attendance at mutually arranged meetings with the Town officials during working hours, provided such members receive prior approval from the CAO/Clerk. The Corporation agrees to maintain the pay of such persons on approved absence for all time so spent but only for such hours that are straight time regularly scheduled working hours.
- 9.04 The Union shall have the right at any time to have assistance of Union officers or representatives of the Canadian Union of Public Employees when dealing or negotiating with the Corporation.
- 9.05 The Union's Grievance Committee shall consist of three (3) members who are employees of the Corporation. This committee may discuss matters pertaining to the agreement with the officials of the Corporation.

ARTICLE 10 - GRIEVANCE PROCEDURE

- 10.01 Within the terms of this agreement, a grievance shall be defined as a difference arising between the employee, the Union, or both, and the Corporation as to the interpretation, application, administration, or the alleged violation of the provision of this agreement.
- 10.02 All grievances shall be in writing and all replies to all steps shall be also in writing.
- 10.03 Subject to the exceptions in Article 5.02 and 10.06, it is understood that an employee has no grievance until they have first given their Manager an opportunity to address and adjust their complaint. In discussing their complaint, the employee may be accompanied by a steward.
- 10.04 An employee's complaint which is not settled by their Manager within two (2) working days shall then commence at Step 1, of the grievance procedure.
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10.05 Step 1

Grievances will be submitted by the Union in writing to the Manager within five (5) working days of the alleged grievance and the Manager shall give their answer in writing within three (3) working days of having received the grievance. Failing a satisfactory settlement at this step, the grievance may proceed to Step 2.

10.06 Step 2

Within five (5) working days of the date of the response to Step 1, the Union may present the grievance in writing to the CAO/Clerk. The Employee and the Grievance Committee may be accompanied by a representative of the Union. The CAO/Clerk will respond in writing within five (5) working days. Failing satisfactory settlement at Step 2, the matter may be referred to arbitration within thirty (30) calendar days of the date of the CAO/Clerk's response. Upon mutual agreement of the parties, the grievance may proceed to mediation prior to arbitration. This mediation may be done by a mutually agreed upon Mediator or the selected Arbitrator.

Any grievance directly between the Corporation and the Union, and any grievance resulting from an allegation of harassment or discrimination, shall be initiated at Step 2 within thirty (30) calendar days of the alleged grievance.

The time limits fixed in both the Grievance and Arbitration procedure may be extended by consent of the parties. The time limits in this agreement are not mandatory but merely discretionary.

10.07 The parties agree that it is their intent to resolve grievances without recourse to arbitration, wherever possible. Therefore, the parties may, upon mutual agreement, engage the services of a mediator in an effort to resolve the grievance and may extend the time limits for the request for arbitration. The parties will share equally the fees and expenses, if any, of the mediator.

10.08 Arbitration

Either of the parties may, after exhausting any grievance procedure established by this agreement, notify the other party in writing of its desire to submit the difference of allegation to arbitration. The arbitration shall be handled by a single arbitrator.

In case of non agreement on an arbitrator, the Ontario Labour Relations Board shall appoint same.

The decision of the arbitrator shall be final and binding on both parties. It is understood and agreed that the arbitrator has no authority to alter, modify, or annul any part of this agreement. Each party shall pay half the fees and expenses of the arbitrator. The time limit of both Step 1 and Step 2 and arbitration may be extended by mutual agreement.

10.09 Discharge and Suspension Grievances

- (a) An employee who has completed their probationary period may be dismissed or suspended but only for just cause. Such employee and the Union shall be advised promptly in writing by the Corporation of the reasons for such discharge or suspension.
- (b) An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 10, Grievance Procedure. Such a grievance shall be filed at Step 2 of the Grievance Procedure within ten (10) working days of the day following the date on which the discipline is received by the employee.

Right to Have a Steward Present

Where a supervisor intends to conduct a discipline meeting/interview with an employee, or a meeting/interview that could lead to discipline, the Supervisor shall so notify the employee and the Union in advance of the purpose of the interview in order that the employee may have their Union Representative present at the meeting/interview. This meeting/interview is to be held in private.

Any notice of discipline, that has been received by an employee will be removed from that employee's work record after eighteen (18) months from the date of the latest incident causing the discipline, provided the employee's record has been discipline free for the eighteen (18) month period.

ARTICLE 11 - SENIORITY

- 11.01 Seniority shall accrue from the most recent date of hire into the bargaining unit.
 - 11.02 Where a vacancy exist that the Corporation intends to fill, it shall be posted in accordance with Article 13. In cases of vacancies, promotion, layoff and recall after layoff, the following factors shall be considered:
 - (a) Skill, ability and qualifications;
 - (b) Where the factors in Article 11.02 (a) are relatively equal, seniority will be the determining factor.
 - 11.03 Should circumstances require a reduction of employees, employees shall be laid off in reverse order of seniority.
 - 11.04 When an employee is laid off under this section and jobs have reopened, the employee shall be called back on a seniority basis.
 - 11.05 When employees are to be recalled by the Corporation, they shall be notified by registered mail to their last place of residence known to the Corporation and if they fail to report within seven (7) days after the mailing of such notice, the Corporation shall be under no obligation to re-employ them.
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- 11.06 A seniority list of all employees covered by this agreement shall be posted in January and June of each year. This list will show names, positions and dates of last entry into the services of the Corporation in positions covered by this agreement. Copies of the seniority list will be posted on all bulletin boards and one (1) copy will be supplied to the Union electronically.
- 11.07 In promotions it is agreed and understood that all employees will be on a sixty (60) working days trial period. During the trial period, the employee may elect to return to his or her previous position, and the Corporation may elect to return the employee to his or her former position. If the employee returns to his or her former position during the trial period, any transfers that occurred as a result of the promotion will be reversed.
- 11.08 A newly hired employee shall be on probation for sixty (60) working days.
- 11.09 Protests in regard to an employee's established seniority standing must be submitted in writing to the CAO/Clerk within thirty (30) days from the date the seniority list is posted on the bulletin boards. When proof of error is presented by the employee or their representative, such error will be corrected and, when so corrected, the agreed upon seniority date shall be final. No change in seniority status of an employee shall be made unless concurred by the Union.

ARTICLE 12 - LOSS OF SENIORITY

- 12.01 Seniority rights shall cease and employment shall be terminated for any of the following reasons:
- Voluntary Resignation with two (2) weeks' notice and does not rescind their resignation within forty-eight (48) hours of providing the notice; the employer reserves the right to waive some or all of the two (2) week resignation notice period and agrees to provide pay and benefits for the duration of any period waived;
 - Discharged for just cause and not reinstated by an Arbitrator;
 - Failing to report as required by Article 11.05 of this agreement;
 - After a lay off extending for a period of more than eighteen (18) consecutive months;
 - Absent without leave for any period in excess of five (5) consecutive working days without reasonable explanation and non-reporting to the Manager or their designated representative.
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ARTICLE 13 - JOB POSTING

- 13.01 All vacant, newly created, and limited positions within the coverage of this agreement shall be posted on all applicable bulletin boards for a minimum of seven (7) working days during which time the regular employees will have an opportunity to apply for such positions before non-employees are considered. Employees may give advanced written notice of their intention to apply to vacancies prior to a leave of absence. If said postings occur during such leave, the Corporation shall consider this notice as application for said posting.
- 13.02 The posting period shall begin immediately when the Corporation decides that a vacancy has occurred, and the notice will be posted for seven (7) working days. The name of the successful applicant will be posted for five (5) working days. Preference must be given to qualified employees prior to hiring from outside the bargaining unit.
- 13.03 A temporary position shall mean a position which is for a limited temporary duration not to exceed twelve (12) months or such longer period as may be mutually agreed upon between the Corporation and the Union in writing.
- 13.04 The notice of posting with regard to the temporary position will indicate the estimated probable duration.
- 13.05 A regular employee filling a temporary position shall, on termination of the said temporary position, revert to the position and grade held immediately preceding the selection.
- 13.06 The rate of pay for additional positions established shall be in conformity with the rate of pay for positions of similar kind, and class. When changes in the basic rate of pay are proposed, the work of the job classification will be reviewed and compared with the duties of comparable positions by the proper officers of the Corporation and the Union, with an object of reaching an agreement on revised rates to maintain uniformity for positions on which the duties and responsibilities are relatively the same.

ARTICLE 14 - LEAVE OF ABSENCE

- 14.01 Employees elected or appointed as a representative of the Union shall be granted up to a maximum of ten (10) days leave of absence per year per employee provided written request is made by the Union in advance to the CAO/Clerk. Such leave shall be subject to staffing requirements. The Corporation shall continue to pay wages and benefits for such employees during their absence and will be reimbursed by the Union for all such pay and benefits. Employees shall continue to accrue seniority during such leave. Such leave shall not be unreasonably denied.
- 14.02 Duly appointed delegates shall be granted leave of absence without pay to attend conventions of the Union upon thirty (30) days written notice by the Union, and shall continue to accrue seniority.
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14.03 Employees, at the discretion of the Corporation, shall be granted, not to exceed three (3) months, leaves of absence, without pay, permission to be obtained in writing and unless employees so furloughed, report for duty on or before expiration of such leave, such employees shall rank as a new employee. However, such furlough may be extended by mutual consent of the Corporation and the Union. Leave of absence under this rule shall not be granted for the purpose of engaging in work outside the services of the Corporation, except in case of sickness or other exceptional circumstances. Any employee now serving or hereinafter serves in the Armed Forces, shall during their absence while on military services, be granted leave of absence.

14.04 Upon conclusion of the leave, the employee will be reassigned to the position which they formerly held or, in the event the position no longer exists, to any other available position in accordance with their seniority and qualifications.

14.05 The name of the employee on authorized leave of absence shall be continued on the seniority list, but shall not accumulate seniority while on such leave of absence.

14.06 Jury Duty or Witness Leave

Any employee required to attend jury duty or witness duties shall be granted leave with pay for the duration of the necessary duties.

14.07 Citizenship Leave

An employee shall be granted one (1) day off with pay to attend their citizenship hearing. They shall be granted an additional one (1) day off with pay to attend the citizenship ceremony.

14.08 Education Leave

At the Corporation's discretion, the Corporation may grant a leave with regular pay (overtime and other premiums excluded) up to two (2) weeks to an employee for the purpose of the employee attending an educational course. Such course must be relevant to the employee's position that has been approved by the Corporation or attending an educational course to assist the employee with advancement in the Corporation that has been approved by the Corporation. The Corporation will pay for the tuition/registration costs associated with the course and the employee will reimburse the Corporation of those costs if the employee does not complete the course successfully. Prior to the Corporation paying for the course, the employee will be required to sign a consent that complies with the *Employment Standards Act* that authorizes the Corporation to deduct the tuition/registration costs from the employee's wages in the event the employee does not successfully complete the course. All other costs (mileage, accommodation, meals, etc.) shall be at the employee's own cost.

14.09 Pregnancy, Parental, and Paternity Leave

The Corporation will grant pregnancy and parental leave in accordance with the provisions of the *Employment Standards Act, 2000* as amended from time to time.

14.10 Leave to Work for CUPE

An employee shall be granted an unpaid leave of up to two (2) years to work for the Canadian Union of Public Employees in a staff role or elected position. The Employer will continue the employee's regular wages, less all deductions and withholdings, during the leave. The Employer will invoice the Union for the full cost of the wages on a monthly basis and the Union will reimburse the Employer for those costs within fifteen (15) days of receipt of the invoice.

The Employer will continue the employee's participation in benefits to the extent permitted by the insurer. For those benefits that can be continued during the leave, the Employer will continue to pay the Employer premium contributions during the leave. The Employer will invoice the Union for the full cost of the benefit premiums for those benefits that can be continued on a monthly basis and the Union will reimburse the Employer for those costs within fifteen (15) days of receipt of the invoice.

Vacation pay accrued during the period of leave will be invoiced to the Union and the Union will reimburse the Employer for those costs within fifteen (15) days of receipt of the invoice.

The Employer will continue to deduct the employee pension contributions, and the Employer would continue to make the employer pension contributions, throughout the leave. The Employer will invoice the Union on a monthly basis for the full cost of the Employer's share of the pension contributions and the Union will reimburse the Employer for those full costs within fifteen (15) days of receipt of the invoice.

14.11 Bereavement Leave

Employees with a death in their immediate family in town, will be entitled to three (3) days' paid leave. Employees with a death in their immediate family, from out of town will be entitled to five (5) days' leave with three (3) days' regular pay in each case.

Immediate family shall mean:

Parent, child (including step-child), sibling, spouse, common law partner, step-parents, step-siblings, parent-in-law, sibling-in-law, child-in-law, grandparent (including spouse's grandparents), grandchild, aunt or uncle.

ARTICLE 15 - PAID HOLIDAYS

15.01 Office to be closed for the Christmas Holiday Season from noon on Christmas Eve until opening on January 2nd each year. Employees may request to utilize vacation entitlements for any unpaid days during the office closure.

15.02 All permanent and probationary employees other than those on leave of absence within the scope of this agreement shall be paid a normal working days pay at their regular rate of pay for each of the following Paid Holidays. Permanent employees on sick leave of absence shall receive the same consideration and remuneration.

- New Year's Day
- Family Day
- Good Friday
- Easter Monday
- Victoria Day
- Canada Day
- Civic Holiday
- Labour Day
- National Day of Truth and Reconciliation
- Remembrance Day
- Thanksgiving Day
- Christmas Eve
- Christmas Day
- Boxing Day
- New Year's Eve

Office to be closed for the Christmas Holiday Season from end of day on December 23rd until opening on January 2nd each year. Employees may request to utilize vacation entitlements for any unpaid days during the office closure.

15.03 Employees scheduled to work on the holidays provided for in this article shall be paid a normal working days' pay at their regular rate for the day. In addition, the employee will be paid time and one-half (1½) their regular rate per hour for all hours worked on the day. If the employee works fewer than four (4) hours on that day, the employee will be guaranteed a minimum of the greater of either (i) four (4) hours of pay at straight time or (ii) pay at time and one half (1½) the regular rate of pay for time actually worked.

15.04 Employees, to qualify to be paid for statutory holidays or proclaimed holidays, must work their regular shift before and after such holidays unless said employees are on vacation, floating holiday or sick leave of absence. Said employee on sick leave of absence shall be required to produce a doctor's slip. The Corporation will reimburse the Employee to a maximum of fifty (\$50) dollars for the cost of required doctor's slips.

15.05 If any of the above holidays falls on a Saturday or Sunday, the Corporation will determine a substitute day to be either the Friday preceding or the Monday following the holiday. If two holidays fall on a Saturday and Sunday consecutively, the Monday and Tuesday following the holidays will be the substituted days. The substituted day (or days) for the holiday(s) will be determined by the Corporation and communicated to employees by November in the year prior to the year when the substituted holiday(s) will occur.



15.06 Personal Days

Six (6) personal days per year shall be provided for each employee. Employees requesting a personal day will do so in advance whenever possible. Approval of the day will not be unreasonably denied. Unused personal days will not to be carried over into the next year and will not be paid out upon the end of an employee's employment.

Employees hired after January 1, 2013, shall receive personal days on a pro-rated basis applicable in the first year of hire as after that, an employee would be entitled to their full allotment in accordance with the collective agreement, as follows:

- If hired between January 1 and April 30 – six (6) personal days
- If hired between May 1 and August 31 – five (5) personal days
- If hired between September 1 and December 31 – three (3) personal days

ARTICLE 16 - ANNUAL VACATIONS

16.01 Vacation Chart

Years of Continuous Service	Vacation Entitlement	Percent of Gross Earnings Entitlement (subject to all usual and lawful deductions)
One (1) year	Two (2) weeks	4%
Three (3) years	Three (3) weeks	6%
Seven (7) years	Four (4) weeks	8%
Fifteen (15) years	Five (5) weeks	10%
Twenty-one (21) years	Six (6) weeks	12%
Thirty (30) years	Seven (7) weeks	14%

16.02 Temporary employee upon termination with less than one (1) year service with the Corporation shall be entitled to four (4%) percent of their gross earnings in accordance with the *Employment Standards Act, 2000* (subject to all usual and lawful deductions). It is agreed that when an employee is discharged, they shall be entitled to annual vacation as per Article 16.

16.03 Should any of the holidays provided for in Article 15--Statutory Holidays fall during an employee's vacation period, the said employee shall be entitled to an extra day's vacation.



16.04 Vacation requests shall be submitted on or before December 1st for the following calendar year. Such vacation shall be approved and posted on the basis of seniority within ten (10) working days of December 1st.

Vacation requests submitted after December 1st will be scheduled by mutual agreement of the Employee and the Supervisor.

16.05 Employees shall carry over a maximum of two week's vacation after December 31st. Any carry over must be taken by April 30th of the following year. If not used by April 30th, the vacation time will be paid out. Any additional vacation days, over and above the two weeks to be carried over to the next year will be paid out in December.

ARTICLE 17 - HOURS OF WORK

17.01 The normal hours of work for all employees covered by this agreement shall be as follows:

Administration - 7 hr./day 35 hr./week from 8:00 am until 4:00 pm

Starting January 1, 2026: Administration – 7.5 hr./day 37.5 hr./week from 8:00 am to 4:30 pm

Crossing Guards – 3.5 hr./day/school days only. Crossing Guard hours of work are subject to School Board requirements and therefore subject to change.

Public Works and Parks and Recreation - shall be on a schedule which will be posted one (1) week in advance and shall consist of one of the following:

- 8 hr./day 40 hr./week
- 10 hr./day/40 hr./week
- 12 hr./day/to average 80 hr. in a two week period or 160 hours in a four week rotation

The hours of work for Public Work Employees shall be from 7 a.m. to 4 p.m. year round.

Lunch for all staff except crossing guards shall be one (1) hour with one (1) fifteen (15) minute break in the morning and one (1) fifteen (15) minute break in the afternoon.

Employees shall take their break on the site where the work is being performed, where possible.

ARTICLE 18 - OVERTIME

18.01 Compensation at the rate of time and one-half (1½) at the regular rate of pay per hour shall be paid for all work performed above the normal weekly working hours as set in Article 17 - Hours of Work except for overtime worked on Sunday. Regular hours of work will not be reduced as a result of or compensation for working additional hours on other days.

The rate of overtime for Sunday shall be two (2) times the regular rate of pay for all hours worked. If the employee works fewer than four (4) hours, the employee will be paid the greater of (i) pay at two (2) times the regular rate of pay for all hours actually worked or (ii) pay at straight time for four (4) hours.

Employees may opt to receive compensation for overtime worked in the form of time off in lieu of pay at the rate of time and one-half (1-1/2) hours off for each hour of overtime worked. Such lieu time is cumulative to a maximum of forty (40) hours. Requests to take such lieu time will not be unreasonably denied. An employee shall have their accumulated lieu time paid out on December 31st of each year.

18.02 Employees called upon to perform work not continuous with their regular shift shall be entitled to a minimum of three (3) hours pay for three (3) hours work or less.

18.03 Employees are required to have worked their regularly scheduled shift as set out in Article 17 - Hours of Work before being entitled to the prevailing overtime rates as aforementioned.

18.04 Overtime will be divided as equally as possible among the employees in each department as per employees classification. Such overtime shall be given to regular employees before temporary employees are considered.

18.05 A hot meal shall be provided by the Corporation after ten (10) hours work and reasonable time to eat said meal with pay. Such meal provision shall not apply to scheduled twelve (12) hour shifts.

18.06 Employees shall not be required to accept a lay-off from regular hours to equalize overtime worked.

ARTICLE 19 - STANDBY

19.01 All employees on an eight (8) hour standby shall receive four (4) hours at straight time at the regular rate presently being received above any hours of work performed. It is agreed by both parties that employees would not be required to be on standby or be paid for standby unless specifically requested by the manager. However, employees who are home when called to work overtime must respond, if able.

All employees on standby for Saturday and Sunday shall receive four (4) hours at straight time at the regular rate presently being received for each day.

All employees that are required to be on standby as a part of their regular duties shall be provided with the standby schedule for the upcoming year no later than November 1. Any

employee who is not required to do standby as a part of their regular duties shall be given a minimum of fourteen (14) days' notice prior to any requested standby shifts. Such standby shifts shall be divided among the employees as equally as possible by seniority among the employees in the department where standby is required.

ARTICLE 20 – BENEFITS

20.00 Preamble

The Corporation may substitute another carrier for any of the plans outlined in Article 20 provided that the level of benefits conferred thereby are substantively the same. The Corporation will advise the Union of any change in carrier or underwriter at least sixty (60) days prior to implementing a change in carrier. Upon request by the Union, the Corporation shall provide to the Union full details of the benefit program contracted for when a change in carrier is being proposed. Any disputes in a level of benefit subsequent to the change in carrier shall be fully discussed between the parties and should the benefit be reduced, the Corporation shall reimburse the member any loss incurred in the reduction or loss of benefit coverage.

20.01 The Corporation agrees to contribute one hundred (100%) percent of the employees costs for Ontario Hospital Insurance (OHIP) as required by EHT (Corporation Health Tax).

Weekly Indemnity – As currently in effect and subject to change from time to time, but any change must be compliant with Article 20.00.

Life Insurance - two (2x) times basic annual earnings rounded to the next highest one thousand (\$1,000.00) dollars.

Provide for an L.T.D. Program as currently in effect and subject to change from time to time, but any change must be compliant with Article 20.00.

Provide for a Dental Program as currently in effect and subject to change from time to time, but any change must be compliant with Article 20.00

Pension Plan - The Corporation agrees to provide an OMERS Pension Plan to all employees who qualify under such plan. OMERS shall be mandatory in accordance with the plan.

Employees off work due to illness or injury, may request to continue pension contribution, the Corporation will match the contribution.

Extended Health Care Plan as presently in effect and subject to change from time to time, but any change must be compliant with Article 20.00.

After third (3rd) week an employee may arrange for an advance on their wages not to exceed amount of Insurance Benefit claim provided they have not received any benefit.

Vision as presently in effect and subject to change from time to time, but any change must be compliant with Article 20.00.

- 20.02 The Corporation agrees to cover the premiums for a Dental program and Extended Health Care Plan, on the same level as at the time of early retirement from the age of sixty (60) to age sixty-five (65) or until assistance is available from another source if it is before the age sixty-five (65), whichever occurs first.
- 20.03 The Corporation will provide the Union with a copy of the Master Policy for all benefits. The Corporation will ensure that benefits are not reduced for the duration of this Collective Agreement.

ARTICLE 21 - WET, STORMY, INCLEMENT WEATHER, AND SEWERS

- 21.01 During wet, stormy and extremely cold weather, the Corporation will provide rubber suits along with boots and hats. Employees will also be supplied with insulated hip boots and will be charged when articles are not returned. The Corporation will further supply two (2) lockers where employees may store the said clothing while not in use. It is agreed that all machines will have a cab over them for the health and safety of the employees.
- 21.02 Emergencies in this article shall mean any condition which the Corporation considers to be detrimental to the safety, health, comfort and general welfare of the residents of the Town of Blind River, Ontario.
- 21.03 No employee shall be discriminated against for refusing to operate an unsafe vehicle.
- 21.04 It is agreed that the Corporation will supply leather mitts and rubber gloves when working on sewers. The welder to be supplied with a suitable leather apron when welding.
- 21.05 Rubber boots and mitts to be made readily available.

ARTICLE 22 - PAY DAYS

- 22.01 Pay days shall be every second Thursday, except that, should a holiday fall on that day, the Wednesday shall be deemed to be pay day.
- 22.02 The Corporation will make payroll information available to employees in electronic format on the HRISMYWAY system, or substitute. The electronic payroll information will include: employee's name, wage rate, number of regular hours worked, number of overtime hours worked and all deductions made. If an employee does not have electronic access to the payroll information, or if the employee requires access to payroll information in an alternative format as a result of a substantiated accommodation request under the *Ontario Human Rights Code*, the Corporation will provide the information in an alternative format.
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ARTICLE 23 - BULLETIN BOARDS

23.01 The Corporation agrees that the Union shall have the right to use bulletin boards supplied by the Corporation. Such bulletin boards to be used to post notices of meetings and other such notices that may be of interest to the employees concerned.

ARTICLE 24 - REPORTING PAY

24.01 An employee who reports for work on a scheduled working day and who has not been previously notified not to report and is sent home because of inclement weather, etc., shall be guaranteed a minimum of three (3) hours pay at their regular rate.

ARTICLE 25 - CONTRACTING OUT

25.01 The parties hereto agree that for the term of this contract, there shall be no objection on contracting out by the Corporation of their work or services of a kind now performed by the employees herein represented; provided, however, that no permanent employee of the Corporation who was such on January 1, 1995, shall as a result of such contracting out, thereby lose employment.

25.02 Except for Emergency situations, persons whose jobs (paid or unpaid) are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except in cases mutually agreed upon in writing by the parties.

ARTICLE 26 - DEFINITIONS

26.01 A Permanent Employee is an employee who has successfully completed the maximum probationary period of sixty (60) days (working as per Article 17).

26.02 A Probationary Employee is an employee who is serving a maximum probationary period of sixty (60) days (working as per Article 17) with the Corporation prior to being considered as a permanent employee. The Corporation may terminate a probationary employee at any time and the termination of the probationary employee is not a matter that can be grieved unless the termination violates the *Ontario Human Rights Code* or any other legislation.

26.03 A Temporary Employee is an employee filling a limited position as per Article 13.03. Such employee shall not accrue seniority and their employment will automatically come to an end at the end of the temporary position unless they exceed twelve (12) consecutive months of employment, or such longer period as may be mutually agreed upon between the Corporation and the Union in writing, in which case their seniority shall be retroactive to their date of hire in the limited position.

ARTICLE 27 - WORKING CONDITIONS

- 27.01 In co-operation of the Corporation's overall program of Accident Control and Prevention it is expected all employees will report to the manager in writing for immediate corrective action, any unsafe conditions, unsafe acts or violation of safety regulations. It is agreed that the employees and the Corporation will abide by all terms and conditions as set out in the Occupational Health and Safety Act, as well as the Municipal Health and Safety Policy.
- 27.02 The Corporation shall at their expense make available job training and skills upgrading courses to ensure that existing employees have the skills required for technological changes that the Corporation intends to implement that will impact an existing employee. This would take the form of tuition and course materials, reimbursement and an employee so attending will not suffer loss of normal regular wages and benefits.
- 27.03 The Corporation shall make available at their cost inoculation for tetanus, typhoid, polio, Hepatitis "A" and "B" and others as determined by the Medical Officer of Health for those employees who so desire.
- 27.04 For those employees required to use them for their job, the following benefits shall apply:
- On request of the employee, a maximum of four hundred twenty-five dollars (\$425.00) per year, shall be paid toward the purchase of work boots with receipt. It is understood that this request can be made twice per year with the total request not to exceed the maximum of four hundred twenty-five dollars (\$425.00) per year.
 - Coveralls, summer jacket, winter jacket, long sleeve shirts, long pants and t-shirts shall be supplied and the Corporation shall pay sixty percent (60%) of the cost up to a maximum of three hundred dollars (\$300.00) per year.
 - Crossing Guards shall be supplied with rainsuits and safety vests. Crossing Guards to be granted the same clothing allowance as other employees and the Corporation shall pay eighty percent (80%) of the cost up to a maximum of three hundred dollars (\$300.00) per year.
 - On request of the employee, the Corporation will provide additional personal protective equipment (i.e.. noise-cancelling devices, eye protection, face masks, etc.).

ARTICLE 28 - GENERAL

- 28.01 Any benefits which may come into existence during the life of this agreement that are not specifically covered by this agreement shall be discussed and agreed upon before becoming part of this agreement, and shall be appended hereto.
- 28.02 Each position under Article 2.01 for which the Union is bargaining agent shall be described and classified and agreed to by the Corporation and the Union.
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ARTICLE 29 - DURATION OF AGREEMENT

- 29.01 This agreement shall be binding and remain in effect from January 1, 2025 to December 31, 2027 and shall continue from year to year thereafter unless either party gives to the other party notice in writing that it desires its termination or amendment.
- 29.02 Either party desiring to propose changes to this agreement shall, between the period of thirty (30) and ninety (90) days prior to the termination date, give notice in writing to the other party, and a meeting shall be held at which time the parties will commence negotiations on the proposed amendments and/or terms of a new agreement.



ARTICLE 30 – SCHEDULE: WAGE GRID

CLASSIFICATION	Jan. 1/2024	Jan. 1/2025 Hourly 5%	Jan. 1/2026 Hourly 3.5%	Jan. 1/2027 Hourly 3.5%
<u>ADMINISTRATION</u>				
Accounting Clerk 1	\$32.41	\$34.03	\$35.22	\$36.45
Accounting Clerk 2	\$30.59	\$32.12	\$33.24	\$34.40
By-Law Officer	\$30.16	\$31.67	\$32.78	\$33.93
Building & Clerk Assistant	\$24.71	\$25.95	\$26.86	\$27.80
Administrative Assistant to the Clerk's Department	\$24.51	\$25.74	\$26.64	\$27.57
Clerk-Secretary	\$20.67	\$21.70	\$22.46	\$23.25
Clerk-Receptionist	\$19.58	\$20.56	\$21.28	\$22.02
<u>PUBLIC WORKS</u>				
Foreman	\$35.20	\$36.96	\$38.25	\$39.59
Senior Licensed Motor Mechanic	\$31.81	\$33.40	\$34.57	\$35.78
Sub-foreman	\$31.15	\$32.71	\$33.85	\$35.03
*Equipment Operator 1	\$28.32	\$29.74	\$30.78	\$31.86
*Equipment Operator 2	\$27.22	\$28.58	\$29.58	\$30.62
*Equipment Operator 3	\$26.67	\$28.00	\$28.98	\$29.99
Carpenter	\$24.50	\$25.73	\$26.63	\$27.56
Labourer	\$24.05	\$25.25	\$26.13	\$27.04
<u>PARKS & RECREATION</u>				
Parks Lead Hand	\$26.96	\$28.31	\$29.30	\$30.33
Arena and Parks Marina Attendant	\$25.02	\$26.27	\$27.19	\$28.14
Crossing Guards	\$17.20	\$18.06	\$18.69	\$19.34

The Corporation agrees to provide the Union with copies of Job Descriptions by January 31, each year or when the Corporation proposes any changes to the job description.

*Equipment Operators will be classified as Operator 1, 2 or 3 and shall be compensated according to the agreed equipment being operated by the member.

Signed in the Town of Blind River, this 11th day of June, 2025.

FOR THE CORPORATION OF THE
TOWN OF BLIND RIVER

P. Walsh

Katie Scott

Katie Scott (2025-06-16 07:50 EDT)

FOR THE CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 2616

Rachel Sckopke-Kennepohl

Rachel Sckopke-Kennepohl (2025-06-11 09:45 EDT)

Devyn Bakhuis

Devyn Bakhuis (2025-06-11 10:26 EDT)

Paulette Bruneau

Paulette Bruneau (2025-06-17 10:21 EDT)

Keith Levere

Keith Levere (2025-06-11 19:13 EDT)



LETTER OF UNDERSTANDING #1

The Corporation of the Town of Blind River
(Hereinafter referred to as the "Corporation")

and

Canadian Union of Public Employees
and its Local 2616
(Hereinafter referred to as the "Union")

Re: Equipment Operator Classification

WHEREAS the parties negotiated three (3) wage rates for Equipment Operators, being Equipment Operator 1, Equipment Operator 2 and Equipment Operator 3;

NOW THEREFORE, the parties agree as follows:

1. The Corporation will determine the qualifications/training required to be classified as an Equipment Operator 1, an Equipment Operator 2 and an Equipment Operator 3 within thirty (30) days from the date of ratification.
2. The Corporation will clearly notify the Union and the employees what the qualifications and/or training that are required to be classified as an Equipment Operator 1, an Equipment Operator 2 and an Equipment Operator 3.
3. An Equipment Operator may ask the Corporation to receive training required to advance to a higher rated classification of Equipment Operator. The Corporation will determine whether the request for training will be approved. If the Corporation approves the request, the Corporation will pay for the necessary training.
4. When a vacancy occurs in an Equipment Operator 1, Equipment Operator 2 and an Equipment Operator 3 position that the Corporation intends to fill, the Corporation will post the position in accordance with the posting provisions of the collective agreement and will clearly indicate whether it is an Equipment Operator 1, Equipment Operator 2 or Equipment Operator 3 position being posted.
5. The following staffing levels will apply for Equipment Operator 1, Equipment Operator 2, and Equipment Operator 3:

Level 1 – Maximum of 1 Equipment Operator

Level 2 – Maximum of 5 Equipment Operator

Level 3 – As needed

The Corporation reserves the right to hire more than the maximum (or less than the maximum) in each category and will notify the Union in advance if the maximum levels are to be exceeded.

6. The Corporation will provide training to Equipment Operators for succession planning purposes and so that coverage can be provided when an Equipment Operator is absent. The Corporation will determine on an annual basis which Equipment Operators will receive training.

Signed in the Town of Blind River, this 11th day of June, 2025.

FOR THE CORPORATION OF THE
TOWN OF BLIND RIVER

PWalsh

Katie Scott

Katie Scott (2025-06-16 07:50 EDT)

FOR THE CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 2616

Rachel Sckopke-Kennepohl

Rachel Sckopke-Kennepohl (2025-06-11 09:45 EDT)

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Keith Levere (2025-06-11 19:13 EDT)