

# COLLECTIVE AGREEMENT

**BETWEEN:**



*Town of Rainy River*

**THE CORPORATION OF THE  
TOWN OF RAINY RIVER**

**AND**

**CUPE** Canadian Union  
of Public Employees

**CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 65**

**TERM: January 1, 2025 to December 31, 2028**

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**COLLECTIVE AGREEMENT**

Between:

**THE CORPORATION OF THE TOWN OF RAINY RIVER**  
(hereinafter called the "Employer")

of the First Part

- and -

**CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 65**  
(hereinafter called the "Union")

of the Second Part

## **ARTICLE 1 – PREAMBLE**

**1.01 WHEREAS** it is the desire of both parties to this agreement;

- (1) to maintain and improve the harmonious relations and settle conditions of employment between the Employer and the Union;
- (2) to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.;
- (3) to encourage efficiency in operation;
- (4) to promote the morale, well-being and security of all the employees in the bargaining unit of the Union,

**1.02 AND WHEREAS** it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an agreement,

**NOW THEREFORE**, the parties agree as follows:

## **ARTICLE 2 - MANAGEMENT RIGHTS**

### **2.01 Management Rights**

The Union recognizes that it is the function of the Employer to exercise the regular and customary function of management and to direct the working forces of the Employer, subject to the terms of this agreement. The question of whether one of these rights is limited by this agreement may be decided through the grievance procedure.

The Employer shall not exercise its rights to direct the working forces in a discriminatory manner. Nor shall these rights be used in a manner which would deprive present employees of their employment, unless through just cause.

## **ARTICLE 3 - RECOGNITION AND NEGOTIATIONS**

### **3.01 Bargaining Unit**

The Employer recognizes the Canadian Union of Public Employees and its Local 65 as the sole and exclusive collective bargaining agent for all of its Municipal employees, including clerical and Municipal public works employees save and except the Chief Administrative Officer, Deputy Clerk-Treasurer, persons above the rank of Deputy Clerk-Treasurer and persons above the rank of foreman, and hereby consents and agrees to negotiate with the Union, or any of its authorized committees, concerning all 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 No Other Agreements**

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

**3.03 Government Grant Workers**

The Employer may employ Government Grant workers to perform work for the Town.

A Grant worker will not work on jobs normally performed by bargaining unit employees, except as a replacement employee during vacation of a bargaining unit employee. If the vacationing bargaining unit employee is from other than the lowest paid bargaining unit position another bargaining unit employee will be upgraded to the higher position during this vacation period.

No Grant worker will be retained by the Town of Rainy River to perform any work while any bargaining unit employee is on lay-off.

**3.04 Singular or Feminine Terms**

Wherever the singular or feminine is used in this agreement it shall be considered as if the plural or masculine has been used where the context of the party or parties hereto so requires.

**3.05 Recreation Centre Not Recognized**

The Recreation Centre is not recognized as part of the bargaining unit of Canadian Union of Public Employees - Local 65.

**ARTICLE 4 - NO DISCRIMINATION**

**4.01 Employer Shall Not Discriminate**

The Employer agrees that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, lay-off, recall, discipline, discharge or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, sex or marital status, place of residence, nor by reason of his membership or activity in the Union.

**4.02 Harassment In The Workplace**

**General Policy Statement**

It is the policy of the Town of Rainy River to prevent and resolve any employment-related incidents of harassment. Every reasonable effort shall be made to ensure that no employee is subjected to any form of harassment. Town of Rainy River also endorses the concept that all employees have the right to be treated fairly in the workplace in an environment totally free of harassment.

## **1. Definitions**

### **(i) Personal Harassment**

Any behaviour, whether overt or subtle, that is directed to any employee and considered by that employee to be offensive and may be related to any of the grounds of harassment and discrimination prohibited by the Canadian Human Rights Act, Ontario Human Rights Code or other applicable statutes.

### **(ii) Sexual Harassment**

Sexual harassment may be direct, as in the exploitation of a power position to gain sexual favours, or indirect -- as in the negative stereotypes directed towards persons of a particular gender. It has many forms including but not limited to:

- (a) intermittent or persistent unwanted sexual attention by a person who knows or who ought to know that such attention is unwanted;
- (b) threats or promises by word or action, which exploit a power relationship in order to obtain sexual favours;
- (c) being made the brunt of sexual innuendo, jokes, comments on one's body, clothing or sexual orientation;
- (d) sexual or gender-oriented commentary that has the effect of creating an intimidating, hostile, offensive work or learning environment;
- (e) physical and/or sexual assault.

## **2. Responsibility**

It is the primary responsibility of all levels of management, particularly immediate supervisors, to prevent, investigate and resolve complaints of harassment.

The complainants are responsible to make their disapproval and/or unease known to the offender immediately and to report the incident to their supervisor. Should the supervisor be the offender, complainants are responsible to contact a Town of Rainy River representative. Complaints may also be made to a union official or union representative.

## **3. Implementation**

Complaints shall be conscientiously investigated and will be processed in a confidential manner. The name of a complainant and the circumstances related to the complaint will not be disclosed except where disclosure is necessary for the purposes of investigating the complaint or taking disciplinary measures. It should be noted that protection against such acts extends to their occurrence either at or away from the usual workplace, during or outside normal working hours, provided the acts may interfere in the employment relationship.

**4. Role of Supervisor**

Supervisors (at all levels) shall:

- (a) ensure that the right of freedom from harassment for all employees is respected;
- (b) ensure employees are fully aware of the policy;
- (c) make every effort to prevent any form of behaviour which may be construed as harassment;
- (d) investigate promptly and take the appropriate corrective action should they become aware of such behaviour;
- (e) recommend the imposition of preventive and corrective measures upon the offenders in accordance with the seriousness of the misconduct and the applicable disciplinary policy;
- (f) co-operate in the investigation and in the implementation of any remedial action undertaken by the Employer.

**5. Role of Complainant**

- (i) (a) Notify offender the behaviour is considered an affront and will not be tolerated;
- (b) Keep a written record of:
  - (i) dates
  - (ii) times
  - (iii) places
  - (iv) nature of behaviour
  - (v) witnesses, if any;
- (c) If the offensive behaviour continues, notify your supervisor or other person, as appropriate;
- (d) Contact the appropriate employer representative if the offensive action continues despite the intervention of your supervisor.
- (e) If covered by a collective agreement, assistance may be sought from a union representative;
- (f) If management's action does not remedy the circumstances, be aware that a complaint may also be lodged with the Ontario Human Rights Commission.

(ii) Investigation Process

Steps in the investigation of a complaint shall include the following procedure:

- (a) Interview the complainant;
- (b) Interview the alleged offender;
- (c) Interview any witnesses;
- (d) Document the situation accurately and completely;
- (e) Decide if the complainant has grounds;
- (f) Follow the most appropriate process to resolve the complaint which may include one or more of the following measures:
  - (i) counselling one or both parties to attempt to conciliate and arrive at a solution to the problem;
  - (ii) review the complaint with the next level of supervisors.
- (g) Follow up to ensure corrective action is taken;
- (h) Prepare a summary report upon completion of the investigation.

**Excerpts From Ontario Human Rights Code**

**Harassment in Employment**

"Every person who is an employee has a right to freedom from harassment in the workplace by the Employer or agent of the Employer or by another employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, record of offences, marital status, family status or handicap."

**Harassment Because of Sex in Workplace**

"Every person who is an employee has a right to freedom from harassment in the workplace because of sex by his or her Employer or agent of the Employer or by another employee."

**Sexual Solicitation by a Person in Position to Confer Benefit, Etc.**

"Every person has a right to be free from:

- (a) A sexual solicitation or advance made by a person in a position to confer, grant or deny a benefit or advancement to the person where the person making the solicitation or advance knows or ought reasonably to know that it is unwelcome;

or

- (b) A reprisal or a threat of reprisal for the rejection of a sexual solicitation or advance where the reprisal is made or threatened by a person in a position to confer, grant or deny a benefit or advancement to the person."

**Reprisals**

"Every person has a right to claim and enforce his or her rights under this Act, to institute and participate in proceedings under this Act and to refuse to infringe a right of another person under this Act, without reprisal or threat of reprisal for so doing."

## **ARTICLE 5 - UNION SECURITY**

### **5.01 All Employees to be Members**

All employees of the Employer, save and except, the Chief Administrative Officer, Deputy Clerk-Treasurer, persons above the rank of Deputy Clerk-Treasurer and persons above the rank of foreman, as a condition of continuing employment, shall become and remain members in good standing of the Union, according to the constitution and by-laws of the Union, within ninety (90) days of continuous employment with the Employer.

The Employer shall deduct union dues from all employees from the date of hire with the Employer.

## **ARTICLE 6 - CHECK-OFF OF UNION DUES**

### **6.01 Check-Off**

The Employer shall deduct from every employee regular monthly union dues in accordance with the Union constitution and/or by-laws, and owing by him to the Union.

### **6.02 Deductions**

Deductions shall be made from the last payroll period of each month and shall be forwarded to the Secretary-Treasurer of the Union not later than the 15th day of the month following, accompanied by a list of the names and addresses of all employees from whose wages the deductions have been made.

### **6.03 Dues Receipts**

At the same time that Income Tax (T-4) slips are made available, the Employer shall type on the amount of union dues paid by each Union member in the previous year.

## **ARTICLE 7 – THE EMPLOYER AND THE UNION SHALL ACQUAINT NEW EMPLOYEES**

### **7.01 New Employees**

The Employer agrees to acquaint new employees with the fact that a Union agreement is in effect, and with the conditions of employment set out in the articles dealing with Union security and dues check-off.

### **7.02 Copies of Agreement**

On commencing employment, the employee's immediate supervisor shall introduce the new employee to his Union steward or representative, who will provide him with a copy of the collective agreement.

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

### **8.01 Representative**

No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union. In order that this may be carried out, the Union will supply the Employer with the name of its officers. Similarly, the Employer will, if requested, supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

### **8.02 Representative of Canadian Union**

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representatives shall have access to the Employer's premises in order to investigate and assist in the settlement of a grievance during normal and regular working hours, unless otherwise mutually agreed upon between the Employer and the Union.

## **ARTICLE 9 - RESOLUTIONS AND REPORTS OF THE BOARD**

### **9.01 Employer Shall Notify Union**

The Employer agrees that any reports or recommendations about to be made to the Council dealing with matters of policy and conditions of employment and which affect employees within the bargaining unit, shall be communicated to the Union in time to afford the Union a reasonable opportunity to consider them and if thought necessary, of speaking to them when they are dealt with by the Council.

### **9.02 Copies of Resolutions**

Copies of all motions, resolutions and by-laws or rules and regulations adopted by the Council which affect the employees are to be posted on all bulletin boards.

## **ARTICLE 10 - GRIEVANCE PROCEDURE**

### **10.01 Definition of Grievance**

A grievance under this agreement shall be defined as any difference or dispute between the Employer and any employee or group of employees.

### **10.02 Adjustment of Grievances**

It is the mutual desire of the parties hereto that complaints and grievances shall be adjusted as quickly as possible in the following manner:

#### **Step 1**

The aggrieved employee(s) shall submit the grievance to his grievance committee.

### Step 2

The employee concerned together with a member of the grievance committee shall first seek to settle the dispute with the employee's immediate supervisor.

### Step 3

Failing satisfactory settlement within five (5) working days after the dispute was submitted under Step 2, the employee(s) concerned, together with a member of the grievance committee, shall submit to the Chief Administrative Officer, a written statement of the particulars of the complaint and the redress sought. The Chief Administrative Officer shall render a decision within five (5) working days after receipt of such notice.

### Step 4

Failing settlement being reached in Step 3, the employee(s) concerned, together with the grievance committee, shall submit the matter in writing to the Town Council who shall render their decision within five (5) working days after the next regular Council meeting, after receipt of such notice.

### Step 5

Failing a satisfactory settlement being reached in Step 4, the Union may, on giving five (5) days' notice in writing to the Employer of its intention, refer the dispute to Arbitration.

## **10.03 Policy Grievance**

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees has a grievance, steps 1 and 2 of this article may be by-passed.

## **10.04 Permission to Leave Work**

In order that the work of the Employer shall not unreasonably be interrupted, no grievance committee member shall leave his work without obtaining the permission of his supervisor, which permission may be granted providing all the operational requirements are met.

## **10.05 Replies in Writing**

Replies to grievances shall be in writing at all stages.

## **10.06 Facilities for Grievances**

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

## **10.07 Failure to Act Within Time Limits**

Failure of the grievor or the Union to process a grievance to the next step in the grievance procedure within the time limit specified shall not be deemed to have prejudiced the Union on any future identical grievance.

#### **10.08 Technical Objections to Grievances**

No grievance shall be defeated by any formal or technical objection and the Arbitration Board shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance, in order to determine the real matter in dispute and the giving of a decision according to equitable principles and the justice of the case.

#### **10.09 Grievance Mediator**

If a grievance is unresolved prior to applying to arbitration either party may apply to the Ministry of Labour to request the assistance of a Grievance Mediator to help resolve the grievance.

#### **10.10 Access to Documents**

The Union will be allowed access to documents in personnel files of bargaining unit employees to assist in grievances and arbitration.

### **ARTICLE 11 - ARBITRATION**

#### **11.01 Composition of Board of Arbitration**

When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail addressed to the other party of the agreement, indicating the name of its nominee on an arbitration board. Within ten (10) days thereafter the other party shall answer by registered mail indicating the name and address of its appointee to the arbitration board. The two arbitrators shall then meet to select an impartial chairman.

#### **11.02 Failure to Appoint**

If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a chairman within ten (10) days of appointment, the appointment shall be made by the Minister of Labour, upon the request of either party.

#### **11.03 Board Procedure**

The Board may determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations to it. It shall hear and determine the difference or allegation and render a decision within ten (10) days from the time the chairman is appointed.

#### **11.04 Decisions 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 a discipline grievance by any arrangement which in its opinion it deems just and equitable.

**11.05 Disagreement on Decision**

Should the parties disagree as to the meaning of the decision, either party may apply to the chairman of the board of arbitration to reconvene the board to clarify the decision, which it shall do within three (3) days.

**11.06 Expenses of the Board**

Each party shall pay:

- (a) The fees and expenses of the arbitrator it appoints.
- (b) One-half ( ½ ) the fees and expenses of the chairman.

**11.07 Amending of Time Limits**

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

**11.08 Witnesses**

At any stage of the grievance or arbitration procedure, the parties may have the assistance of the employee(s) concerned as witnesses and any other witnesses and all reasonable arrangements will be made to permit the conferring parties or the arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

**ARTICLE 12 - DISCHARGE, SUSPENSION AND DISCIPLINE**

**12.01 Warnings**

Whenever the Employer or a deputy deems it necessary to censure an employee in a manner indicating that dismissal may follow any repetition of the act complained of or omission referred to, or may follow if such employee fails to bring his work up to a required standard by a given date, the Employer shall within five (5) days thereafter give written particulars of such censure to the Secretary of the Union, with a copy to the employee involved.

**12.02 Discharge Procedure**

An employee who has completed his ninety (90) day probationary period may be dismissed but only for just cause and only upon the authority of the Employer. When an employee is discharged or suspended, he shall be given the reason in the presence of his steward. Such employee and the Union shall be advised promptly in writing by the Employer of the reason for such discharge or suspension.

**12.03 May Omit Grievance Steps**

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. Steps 1 and 2 of the grievance procedure shall be omitted in such cases.

#### **12.04 Unjust Suspension or Discharge**

Should it be found upon investigation that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in his former position, without loss of seniority, and shall be compensated for all time lost in an amount equal to his normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of a board of arbitration, if the matter is referred to such a board.

#### **12.05 Crossing of Picket Lines During Strike**

In the event that any employees of the Employer, other than those covered by this agreement, engage in a strike or where employees in a labour dispute engage in a strike and maintain picket lines, the employees covered by this agreement shall have the right to refuse to cross such picket lines. Failure to cross such a picket line by the members of this Union shall not be considered a violation of this agreement, nor shall it be grounds for disciplinary action.

### **ARTICLE 13 - SENIORITY**

#### **13.01 Definition of Seniority**

Seniority is defined as the length of service with the Employer and shall be used in determining preference or priority for promotions, transfers, demotions, layoffs and recall.

#### **13.02 Seniority List**

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

#### **13.03 Probationary Employees**

Newly hired employees shall be considered on a probationary basis for a period of ninety (90) days from the date of hiring. During the probationary period, employees shall be entitled to all rights and privileges of this agreement, except with respect to discharge or initiating a grievance, an employee may initiate a grievance after sixty (60) days. The employment of such employees may be terminated at any time during the probationary period without recourse to the grievance procedure, unless the Union claims discrimination, as noted in Article 4, as the basis of termination. After completion of the probationary period, seniority shall be effective from the original date of employment.

The probationary period of an employee may be extended upon the request of either party and upon the agreement of both parties.

#### **13.04 Loss of Seniority**

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

An employee shall only lose his seniority in the event:

- (a) he is discharged for just cause and is not reinstated;
- (b) he resigns;
- (c) he is absent from work for five (5) consecutive work days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible;
- (d) he fails to return to work within seven (7) calendar days following a layoff and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of his current address;
- (e) he is laid off for a period longer than two years.

**13.05 Transfer and Seniority Outside Bargaining Unit**

No employee shall be transferred to a position outside of the bargaining unit without his consent. If an employee is transferred to a position outside of the bargaining unit he shall retain his acquired seniority and accrue seniority for a further ninety (90) working days. During these ninety (90) working days the employee may return to the bargaining unit with all his seniority.

**ARTICLE 14 - PROMOTIONS AND STAFF CHANGES**

**14.01 Job Postings**

When a vacancy occurs or a new position is created, either inside or outside of the bargaining unit, the Employer shall post notice of the position in the Employer's offices, locker rooms, shops and on all bulletin boards for a minimum of one week in order that all members will know about the position and be able to make written application therefor. Such notice shall contain the following information: nature of position, qualifications, required knowledge and education, skills, shift, wage or salary rate or range.

Those qualifications may not be established in an arbitrary or discriminatory manner.

A temporary vacancy of two (2) months to six (6) months will be posted as noted above, in order to replace an employee who will be on approved leave of absence due to Workers Safety and Insurance Board (WSIB), sick leave, disability, vacation, pregnancy and parental leave, union leave, general leave, education leave or to perform special non-recurring tasks.

A temporary vacancy may be extended upon mutual agreement of the union and the Employer however such extension will not exceed six (6) months. The Employer will notify the Union of the circumstances giving rise to a temporary vacancy.

**14.02 Method of Making Appointments**

Both parties recognize that job opportunity should increase in proportion to length of service, therefore, in making staff changes, transfers or promotions to fill any vacancy or new position, appointments shall be made of the applicant with the greatest seniority and having the required qualifications.

The appointments of the successful bargaining unit employee shall be made within three (3) weeks of the posting.

**14.03 Trial Period**

The successful applicant shall be placed on trial for a period of ninety (90) days. Conditional on satisfactory service, such trial promotion shall become permanent after the period of ninety (90) days. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee finds himself unable to perform the duties of the new job classification, he shall be returned to his former position and salary without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to his former position and salary without loss of seniority.

**14.04 Union Notification**

The Union shall be notified of all appointments, hirings, layoffs, transfers, recalls and terminations of employment through contacting the Unit Chair and the Recording Secretary.

**ARTICLE 15 - LAYOFFS AND RECALLS**

**15.01 Layoff and Recall Procedure**

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

**15.02 No New Employees**

No new employees will be hired until those laid off have been given an opportunity of re-employment.

**15.03 Notice of Layoff**

The Employer shall notify employees within the bargaining unit who are to be laid off in accordance with the Employment Standards Act and any amendments thereto.

**ARTICLE 16 - HOURS OF WORK**

**16.01 (a) Hours (Public Works)**

The normal work week for Public Works shall consist of five (5) eight (8) hour shifts Monday to Friday inclusive, for a total of forty (40) hours per week. Other hours of work may be arranged by mutual agreement between the Employer and the Union. The normal work shift shall be from 7:00 a.m., to 10:00 a.m., 10:15 a.m. to 12:00 p.m. and 12:15 p.m. to 3:00 p.m.

**(b) Hours (Office)**

The normal work week for Office employees shall consist of five (5) seven (7) hour shifts Monday to Friday inclusive, for a total of thirty-five (35) hours per week. Other hours of work may be arranged by mutual agreement between the Employer and the Union. The normal work shift shall be from 9:00 a.m., to 1:00 pm and from 1:30 p.m. to 4:30 p.m.

**16.02 Break Period**

All employees shall be permitted a rest period of fifteen (15) consecutive minutes both in the first and second half of a shift on the job site.

**16.03 Wash-up Time**

Employees shall be allowed five (5) minutes' wash-up time before lunch and before quitting time.

**16.04 Recreation Centre Work**

During regular working hours any bargaining unit employee will have the right to refuse work that has to be performed in or around the Recreation Centre (except for snow clearing purposes) without fear of discipline or reprisal.

**ARTICLE 17 - OVERTIME**

**17.01 Overtime Defined**

All time worked beyond the normal work shift, the normal work week or on a holiday shall be considered as overtime unless otherwise mutually agreed upon between the employee concerned and the Employer.

**17.02 Overtime Rates**

Overtime rates shall apply for work as follows subject to 17.01:

1. Beyond a regular work shift - time and one-half.
2. On a regular day of rest - double time.
3. On holidays - double time.
4. All work performed over ten (10) hours – double time

**17.03 No Lay-off to Compensate for Overtime**

Employees shall not be required to lay off during regular hours to equalize any overtime worked unless otherwise mutually agreed upon between the employee concerned and the Employer.

**17.04 (a) Sharing of Overtime**

Overtime and call-back time shall be divided equally among the employees who are willing and qualified to perform the work that is available.

**(b) Lineman and Lineman-Trainee**

Linemen and Lineman Trainee will be called in for overtime separately from other employees to perform normal or emergency hydro work only. This overtime will be shared equally amongst these employees and this clause will not be used to circumvent the normal sharing of overtime.

**17.05 Minimum of Overtime**

Overtime work shall be on a voluntary basis. The Employer will endeavour to keep overtime to a minimum.

**17.06 Overtime During Layoffs**

There shall be no overtime worked in any operation while there are employees on lay-off able and willing to perform available work except in cases of emergency.

**17.07 Minimum Call-back Time**

- (a) An employee who is called back to work outside his/her regular working hours shall be paid a minimum of four (4) hours straight time or at the appropriate overtime rate for the actual hours worked, whichever is the greater, except when the call-back succeeds another call-back within two (2) hours of completion of the earlier call-back, in which case the time worked shall be considered as continuous from the beginning of the earlier call-back.
- (b) An employee who is called back to work outside his/her regular working hours for the Water Treatment Plant shall be paid a minimum of six (6) hours straight time or three (3) hours double time, whichever is the greater, except when the call-back succeeds another call-back within two (2) hours of completion of the earlier call-back, in which case the time worked shall be considered as continuous from the beginning of the earlier call-back.

**17.08 Stand-By Pay**

The Employer will provide stand-by pay for employees required to be available, by telephone, for work after hours and on weekends.

The rate of pay shall be as follows:

\$50.00 per day for stand-by between the hours of 4:30 p.m. and 8:00 a.m. Monday to Friday.

\$60.00 per day for stand-by on Saturday, Sunday and Statutory Holidays.

**ARTICLE 18 - HOLIDAYS**

**18.01 List of Holidays**

The Employer recognizes the following as paid holidays:

- |  |                  |
|--|------------------|
| New Year's Day                               | Labour Day       |
| Good Friday                                  | Thanksgiving Day |
| Easter Monday                                | Remembrance Day  |
| Victoria Day                                 | Christmas Day    |
| Canada Day                                   | Boxing Day       |
| Civic Holiday                                | Family Day       |
| National Day for Truth<br>and Reconciliation |                  |

And any other day proclaimed as a holiday by the federal, provincial or municipal government.

Two (2) floating holiday (to be taken at a time mutually agreed upon.)

**18.02 Holidays Falling on Weekend**

When any of the above noted holidays fall on an employee's days of rest and are not proclaimed as being observed on some other day, the holiday shall be moved to the employee's first working day following his days of rest.

**18.03 Qualifications for a Paid Statutory Holiday**

To qualify for a paid holiday an employee must be employed for the three (3) months immediately prior to the holiday; work on twelve (12) of the thirty (30) days preceding the holiday and work on the regular day of employment preceding and following the holiday. A qualified employee who works on a paid holiday must be paid at the rate of double time in addition to the holiday pay. An employee who does not qualify for a paid holiday must be paid double time for each hour worked on a paid holiday.

**ARTICLE 19 - VACATIONS**

**19.01 Length of Vacation**

Employees shall receive an annual vacation with pay in accordance with credited service prior to the commencement of the vacation period as follows:

Less than one year	-	1 day per month calculated at 4% of gross earnings up to a maximum of 10 working days
One year or more	-	10 days maximum
Four years or more	-	15 days maximum
Eight years or more	-	20 days maximum
Twelve years or more	-	25 days maximum

Plus one (1) additional day for each year worked from thirteen years onward to a maximum of 40 days.

**19.02 Holidays During Vacation**

If a paid holiday falls or is observed during an employee's vacation period, he/she shall be granted an additional day's vacation for each holiday, in addition to his/her regular vacation time.

**19.03 Vacation Pay on Termination**

An employee terminating his employment at any time in his/her vacation year before he/she has had his/her vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation.

**19.04 Preference in Vacations**

Vacations shall be granted on the basis of seniority. Effort shall be made by the Employer to grant vacation to employees in an unbroken period when requested unless otherwise mutually agreed upon between the employee concerned and the Employer. All vacation leave shall be granted providing operational requirements are met.

During the months of June, July and August an employee may only take up to a maximum of two weeks of their accrued vacation, unless mutually agreed to.

**19.05 Hospitalization and Bereavement During Vacation**

Where an employee qualifies for sick leave and is hospitalized, or bereavement leave during his period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, at the employee's option and the Employer's consent.

**ARTICLE 20 - SICK LEAVE PROVISIONS**

**20.01 Sick Leave Defined**

Sick leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick or disabled, exposed to contagious disease, or because of an accident for which compensation is not payable under the Workplace Safety Insurance Board Act.

**20.02 Amount of Sick Leave**

Employees shall be credited with fifteen (15) days on January 1<sup>st</sup> of each calendar year for sick leave purposes. Three (3) consecutive work days and a total maximum of seven (7) days per year may be taken without a medical certificate. A medical certificate may be requested by the Clerk for the remaining days.

**20.03 Accumulation of Sick Leave**

Unused sick leave credits will accumulate in a sick leave bank from year to year to no maximum. Employees will be paid out their accumulated sick leave bank in accordance with Clause 20.08.

**20.04 Illness in the Family**

In case of illness of an immediate member of the family of an employee where no one is at home, other than the employee, can provide for the needs of the ill person, the employee shall be entitled, after notifying his superior, to use a maximum of one (1) day sick leave per illness for this purpose.

Employees will be given two (2) sick leave days off if illness requires an employee to travel to medical facilities in a larger centre, outside of the Employer's district.

**20.05 Deductions from Sick Leave**

A deduction shall be made from the sick leave banks of all normal working days (exclusive of holidays) absent for sick leave.

**20.06 Sick Leave During Leave of Absence and Layoff**

When an employee is given leave of absence with pay, for any reason, he/she shall receive leave credit for the period of such absence on his/her return to work. When an employee is laid off on account of lack of work, he/she shall not receive sick leave credits for the period of such absence but shall retain his/her cumulative credit, if any, existing at the time of such layoff.

**20.07 Sick Leave Records**

Immediately after the close of each calendar year, the Employer shall advise each employee in writing of the amount of sick leave to his/her credit upon request.

**20.08 Payment for Unused Sick Leave**

Employees having accrued sick leave to their existing accumulated sick leave bank, shall, on retirement, receive an allowance in lieu thereof equal to fifty (50%) per cent of their accrued sick leave credit to a maximum of one (100) hundred days, at the rate of pay in effect immediately prior to retirement.

In the event of the death of an employee, such sick leave credit as calculated above shall be paid to the employee's beneficiary or estate.

**ARTICLE 21 - LEAVE OF ABSENCE**

**21.01 Negotiation Pay Provisions**

Representatives of the Union shall not suffer any loss of pay or benefits for total time involved in negotiations with the Employer.

**21.02 Grievance and Arbitration Pay Provisions**

Representatives of the Union shall not suffer any loss of pay or benefits for the total time involved in grievance and arbitration procedures with the Employer.

**21.03 Leave of Absence for Union Functions**

Upon request to the Employer, an employee elected or appointed to represent the Union at conventions, or an employee requesting leave of absence to attend executive and committee meetings of CUPE, its affiliated or chartered bodies, may be allowed such leave of absence without pay if operational requirements are met.

#### **21.04 Paid Bereavement Leave**

- (a) An employee shall be granted three (3) consecutive days leave without loss of pay and benefits in the case of death of a parent, spouse, common-law spouse, brother, sister, child, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandparent, great grandparent, grandchild, sister-in-law, brother-in-law (aunt, uncle with proof of attendance at funeral.)
- (b) Where burial occurs outside the Town of Rainy River area, extra bereavement leave may be granted at the discretion of the Employer.
- (c) In addition to the terms outlined in section (a), employees will be granted an additional two (2) consecutive days of paid bereavement leave in the case of death of a spouse or common-law partner, parent/step-parent, siblings/step-sibling, child/step-child, grandparent, grandchild.

#### **21.05 Mourner's Leave**

One-half (1/2) day leave may be granted without loss of salary or wages to attend a funeral as a pallbearer or mourner.

#### **21.06 Education Leave**

An employee, with the approval of the Employer, may be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade his/her employment qualifications.

#### **21.07 Maternity Leave / Pregnancy / Parental / Adoption Leave**

In addition to the seventeen (17) week pregnancy leave for mothers, the Employment Standards Act provides each working parent with thirty-five (35) weeks of unpaid parental leave to care for newborn and newly adopted children.

An employee who is entitled to take a pregnancy or parental leave cannot be terminated or laid off, disciplined or suspended because he or she is so entitled, or has, in fact, applied for or taken such leave.

Seniority for all purposes continues to accrue during pregnancy and parental leaves and, following the leave, the employee must be reinstated to the same position if it still exists, or to a comparable position if it does not. On reinstatement, the employee must be paid at the rate paid when the leave commenced or, if it is higher, at the rate the employee would be earning if he or she had worked through the leave.

While an employee is on pregnancy or parental leave, the Employer must continue to make Employer contributions to pension, life insurance, accidental death, extended health and dental plans unless the employee has advised the Employer, in writing, that he or she does not wish to continue to make the employee contributions (if any) to such plans.

The pregnancy and parental leave provisions of the Act apply to full-time and part-time employees.

The Employer is not required to pay wages to an employee while he or she is on pregnancy or parental leave.

### Pregnancy Leave

An employee is entitled to at least seventeen (17) weeks of unpaid leave of absence for pregnancy if she has been employed with her Employer for at least thirteen (13) weeks preceding the estimated day of delivery.

The leave may be commenced up to seventeen (17) weeks before the expected date of delivery.

An employee who is entitled to the leave is required to give her Employer two (2) weeks notice in writing of the date the leave is to begin, together with a medical certificate estimating the date of delivery. If the employee does not specify the date of the end of the pregnancy leave, it will be assumed that she wishes to take the maximum leave.

An employee who has given notice to begin a pregnancy leave may change the notice to an earlier date by giving at least two (2) weeks' written notice before the earlier date. She may change to a later date by giving two (2) weeks notice before the leave was to begin.

If pregnancy-related complications force the employee to stop work before she has arranged her pregnancy leave, she has two (2) weeks from that date to give the Employer written notice with a medical certificate confirming the circumstances and the expected or actual date of birth.

A pregnancy leave will normally end seventeen (17) weeks after it begins, but if the mother suffers a still-birth or miscarriage or if the child dies while the mother is still on her pregnancy leave, the pregnancy leave will end six (6) weeks after the date of the still-birth, miscarriage or birth or seventeen (17) weeks after the pregnancy leave commenced, whichever is later.

If the employee has been on her pregnancy leave for seventeen (17) weeks but the child has not yet been born, the pregnancy leave will end when the baby is born and the employee will be entitled to take a parental leave immediately after the birth.

If an employee on pregnancy leave wishes to change the date of her return to work to an earlier date, she must give her Employer four (4) week's written notice of the date on which she intends to return.

If an employee wishes to change the date of return to a later date (but subject to the rules concerning the maximum length of leave), she must give the Employer four (4) weeks' written notice before the date the leave was to end.

### Parental Leave

An employee who is a parent of a child and who has been employed with his or her Employer for at least thirteen (13) weeks is entitled to a thirty-five (35) week unpaid parental leave following the birth of the child or the coming of the child into a parent's custody, care and control for the first time. Both parents will be eligible to take a parental leave, and each parent is eligible to take thirty-five (35) weeks.

For a natural mother, parental leave commences when her pregnancy leave ends or when the baby first comes into custody, care and control of a parent.

For fathers and adoptive parents, parental leave must commence within thirty-five (35) weeks after the birth or after the child first comes into the custody, care and control of a parent.

A "parent" includes a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with the parent of the child and who intends to treat the child as his or her own.

**21.08 General Leave**

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

**21.09 Family Related Leave**

All employees shall be entitled to up to five (5) Family Related Leave days per calendar year. Family Related Leave days are fully paid, with employees receiving their regular wages for each day taken under this provision. These days are not to be banked or carried over from year to year. Employees must notify the Employer as soon as reasonably possible when taking Family Related Leave, employees are not required to provide extensive details about their personal circumstances but may be asked to provide a general explanation.

**ARTICLE 22 - PAYMENT OF WAGES AND ALLOWANCES**

**22.01 Payment of Salaries and Wages**

The Employer shall pay salaries and wages in accordance with Schedule "A" attached hereto and forming part of this agreement.

**22.02 Equal Pay for Equal Worth**

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

**22.03 Pay on Temporary Transfer**

When an employee temporarily relieves in or performs the principal duties of a higher paying position he shall receive the rate for the job.

When an employee temporarily relieves in a position paying a lower rate, his rate shall not be reduced.

## **ARTICLE 23 - JOB CLASSIFICATION AND RECLASSIFICATION**

### **23.01 Changes in Classification**

When the duties or volume of work in any classification are changed or increased, or where the Union and/or employee feels he is unfairly or incorrectly classified, or when a position not covered in Appendix "A" is established during the term of this agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the reclassifications and/or rate of pay of the job in question, such dispute shall be submitted to grievance and arbitration. The new rate shall be retroactive to the time the position was first filled by an employee.

### **23.02 Job Evaluation and Pay Equity Compliance**

The Employer and the Union are committed to the process of Job Evaluation and ensuring compliance with the Pay Equity Act and the Terms of Reference. As outlined in the established terms of reference, the Employer and the Union agree to ensure compliance with the Pay Equity Act.

The Parties have identified and are committed herein to a process and procedure to review, update, and initiate a revised job evaluation program, which will periodically review positions to determine appropriate job category placement within the salary/wage structure. Such program will be compliant with the provisions of the Maintenance Requirements of the Pay Equity Act of Ontario.

The following provisions represent the key commitments of the parties to the implementation of this important initiative:

- i) Each position to be subject to re-evaluation every completed 5-year cycle unless there have been significant changes to the job.
- ii) Where an employee's job is recommended and approved for placement at a higher category through this job evaluation process, the Employee will be placed at the salary/wage level in the new category at the level next step higher to their present salary/wage.
- iii) The Employee shall continue to be eligible for an annual increment in accordance with the provisions of the Collective Agreement for their position.

The Employer shall prepare a new job description whenever a job is created or a revised job description whenever the duties of a job change significantly. The Joint Job Evaluation Committee will make every effort to evaluate the position within ninety (90) calendar days.

## **ARTICLE 24 - EMPLOYEE BENEFITS**

### **24.01 Hospital and Medical Insurance**

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

Ontario Health Insurance Plan (OHIP)

Sun Life Contract #100489 Dental Plan, or equivalent, current O.D.A. rates in force from time to time.

Vision Care (to cover employees and their dependents to a maximum provision of two hundred (\$200.00) dollars for each two (2) year period (per family member per employee). If an employee's glasses are broken during the course of their duties, the Employer shall provide for full replacement.

The Employer shall pay the full cost of Sun Life Contract #100489 Extended Health Care Plan (including prescription drugs) (\$10.00 single - \$20.00 family deductible.)

Maintain coverage as defined within Sun Life Contract #100489 (notification of changes to company currently Sunlife).

#### **24.02 Workplace Safety and Insurance Board Pay Supplement**

- (a) A permanent employee prevented from performing his/her regular work with the Employer on account of an occupational accident that is covered by the Workplace Safety and Insurance Act shall receive from the Employer the difference between the amount payable by the Workplace Safety and Insurance Board and his/her regular salary. Such difference will be deducted from the employee's sick leave credits, provided that said employee has accumulated sick leave credits, and shall cease being paid when the employee returns to work or when the employee's accumulated sick leave credits have been exhausted.
- (b) The Union and the Employer will strike a Committee to clarify if light duty employment opportunities exist for an injured worker returning to work.

### **ARTICLE 25 - SAFETY AND HEALTH**

#### **25.01 Safety Measures**

Employees working in any unsanitary or dangerous jobs shall be supplied with all the necessary tools, safety equipment and protective clothing. (Protective clothing shall include helmets, coveralls, raincoats). Employees working without the protective clothing supplied shall be censured under Article 12.01.

#### **25.02 Safety Boots**

The Employer shall provide one (1) pair of winter safety boots or shoes and one (1) pair of summer safety boots or shoes per year which must be worn by the employee while at work.

### **ARTICLE 26 - GENERAL CONDITIONS**

#### **26.01 Proper Accommodation**

Proper accommodation shall be provided for employees to have their meals and store and change their clothes.

**26.02 Tools and Equipment**

The Employer shall supply all tools and equipment required by employees in the performance of their duties. Replacement will be made after employee produces the worn or broken tool.

**26.03 Present Conditions to Continue**

All rights, benefits, privileges and working conditions which employees now enjoy, receive or possess shall continue to be enjoyed and possessed insofar as they are consistent with this agreement but may be modified by mutual agreement between the Employer and the Union.

**26.04 Fire Truck Operation**

When providing assistance to West Rainy River Fire Service Volunteers by driving and operating the fire truck during regular working hours within the Town of Rainy River Limits such employees shall be paid at the rate of the Operator in Charge for the Water Plant in accordance with Schedule “A” of this agreement. The Employer will bear the cost to provide the appropriate training and certification required for these added duties.

**26.05 Cell Phones**

The Town of Rainy River pays for Cell Phones for each of the members of the Public Works Crew and Clerk Typist. Effective January 1, 2018, by mutual agreement between the Employer and the Member, a member of the public works crew may use their personal cell phone and will be compensated at the rate of \$50 per month. Members choosing not to use their own phones will not be required to do so.

**ARTICLE 27 – DEFINITIONS**

**27.01 Full-Time Employees**

A full-time employee is a permanent employee who is regularly scheduled to work the full-time normal hours as set out in Article 16 (Hours of Work).

**27.02 Part-Time Employees**

A part-time employee is a permanent employee who is regularly scheduled to work less than the normal hours of work as set out in Article 16.

A part-time employee will receive all the benefits and privileges provided in the collective agreement on a pro-rated basis.

**27.03 Casual Employee**

A casual employee is an employee whose employment is irregular and may vary in length from day to day or week to week and is called in on an “as required” basis.

A newly hired casual employee shall be on probation for a period of four hundred and eighty (480) working hours. Upon completion of the probationary period a casual employee shall be credited with the number of hours worked from date of hire and such credit shall be used for the

purpose of call in for future work. Call in for casual work will be based on seniority amongst casual employees. A casual employee attaining a full-time or part-time position shall not carry their work credits forward for the purpose of seniority on the regular seniority list. Casual employees shall have all rights and privileges of the collective agreement except the following clauses, which exclude them: Article 13 (Seniority), Article 18 (Holidays), Article 19 (Vacation), Article 20 (Sick Leave), Article 21 (Leave of Absence) (except 21.04) and Article 24 (Employee Benefits).

In the event that the Employer posts a part-time or full-time or temporary vacancy, an employee on the casual call-in list may apply for the position. The Employer will give such casual employees consideration for the internally posted position but casual seniority will not be recognized in filling the vacancy. As well, the Employer will not be required to fill the position with an applicant from the casual call-in list and reserves the right to advertise and fill the position externally.

The Employer shall maintain a work credit list which shall be sent to Stewards on October 1<sup>st</sup> and March 1<sup>st</sup> of each year.

#### **27.04 Student Employee**

A student employee is defined as an employee currently enrolled in an educational institution. A student employee shall not accumulate seniority, service or sick leave credits. The rate of pay for a student will be the same as the Probationary Labourer rate unless the student employee is being hired under a government grant program, in which case the rate of pay will be as provided in the grant.

#### **27.05 Interim Replacement Employee**

An Interim Replacement Employee is an employee that currently holds either a regular full-time, regular part-time or casual position with the Employer who is appointed either through the posting procedure or transfer to a temporary position as provided in Clause 14.01.

An interim replacement employee will receive the regular rate of pay applicable to the position that she/he is appointed to for the duration of the appointment and will receive all the rights and privileges accorded to the employee she/he is replacing. In the case of a casual employee obtaining an interim placement she/he will receive all rights and privileges of the Collective Agreement accorded to the employee she/he is replacing except for seniority as shown in Article 13, Article 21 (except 21.04) and Article 24 (benefits). After four (4) months of continuous service the employee benefits in Article 24 will be available to the employee.

An interim replacement employee, other than a casual employee, shall continue to accumulate seniority as per clause 13.01 for time worked. In the case of a casual employee seniority will be added to the casual work credit list. Upon completion of the temporary placement the employee shall return to the position he/she held immediately prior to the temporary placement.

## **27.06 Temporary Employee**

A temporary employee is an employee who is a successful external applicant to a temporary posting as described in Clause 14.01.

A temporary employee will receive the regular rate of pay applicable to the position that she/he is filling for the duration of the placement as well as all rights and privileges of the collective agreement accorded to the employee that she/he is replacing except for seniority as shown in Article 13, Article 21 Leave of Absence (except 21.04) and Article 24 (benefits). After four (4) months of continuous service the employee benefits in Article 24 will be available to the employee.

At the end of the term of the temporary posting, the temporary employee shall be discharged without any rights to the lay off procedure as shown in Article 15 and without any recall rights to any future vacancies in the bargaining unit. A temporary employee may however be given consideration for future vacancies in the bargaining unit.

The release or discharge of a temporary employee at the end of the term of the temporary position will not be the subject of a grievance.

The Employer will not use a temporary employee to fill permanent full-time vacancies in the bargaining unit.

## **ARTICLE 28 - TERM OF AGREEMENT**

### **28.01 Duration**

This agreement shall be binding and remain in effect from the 1<sup>st</sup> day of January 2025 to the 31<sup>st</sup> day of December, 2028 and shall continue from year to year thereafter unless either party gives to the other party notice in writing within the period of ninety (90) days prior to the 31<sup>st</sup> day of December in any year that it desires its termination or amendment.

### **28.02 Changes in Agreement**

Any changes deemed necessary in this agreement may be made by mutual agreement at any time during the existence of this agreement.

### **28.03 Retroactivity**

All changes are retroactive to January 1, 2025, unless specified otherwise.

**IN WITNESS WHEREOF the parties have caused their names to be subscribed by their duly authorized officers and representatives.**

**DATED THIS 18th day of August, 2025**

at Rainy River, Ontario.

**THE CORPORATION OF THE TOWN OF  
RAINY RIVER**


Shara Lavallee  
Shara Lavallee (Aug 14, 2025 16:16:22 CDT)

Deborah J. Ewald  
Deborah J. Ewald (Aug 15, 2025 10:08:36 CDT)

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**CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL 65-06**

Mscott  
Mscott (Aug 17, 2025 11:10:42 CDT)



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RC/COPE491

**SCHEDULE "A" – WAGES AND SALARY**

Position	Jan.1/24 1.25% Base Increase	Jan. 1/25 \$7.00 Base Increase	Jan. 1/26 \$1.05 Base Increase	Jan. 1/27 \$1.10 Base Increase	Jan. 1/28 \$1.25 Base Increase
Foreman	\$32.82	\$39.82	\$40.87	\$41.97	\$43.22
Sub Foreman	\$28.59	\$35.59	\$36.64	\$37.74	\$38.99
Utility 1	\$28.04	\$35.04	\$36.09	\$37.19	\$38.44
Utility 2	\$27.64	\$34.64	\$35.69	\$36.79	\$38.04
Probationary Labourer	\$25.57	\$32.57	\$33.62	\$34.72	\$35.97
Lineman	\$32.82	\$39.82	\$40.87	\$41.97	\$43.22
Lineman Trainee	\$27.79	\$34.79	\$35.84	\$36.94	\$38.19
Clerk Typist	\$27.64	\$34.64	\$35.69	\$36.79	\$38.04

- (a) Any employee who obtains a Class 1 Certificate shall receive an additional one dollar and seventy-five cents (\$1.75) per hour to their base hourly rate.
- (b) Any employee who shall receive an additional twenty-five cents (\$0.25) per hour to their base hourly wage over and above the amount in (a) above upon attaining each of the Class 2 and Class 3 Certifications.

Probationary Labourer shall receive the wage rate shown in Schedule "A" for the first ninety (90) days and shall thereafter receive Utility Man #2 rate.

Utility-man 1

After three (3) years of service with the Employer a Utility-man 2 will be recognized as a Utility-man 1 and paid Utility-man 1 rate of pay.

After three (3) years of service with the Employer a Lineman Trainee will be paid the rate of Utility-man 1 rate of pay.