

# **A G R E E M E N T**

**BETWEEN:**

**THE CORPORATION OF THE  
TOWNSHIP OF CONMEE**

**AND:**

**CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 87-05**

Term of Agreement: August 1, 2025 to July 31, 2029

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## MEMORANDUM OF AGREEMENT

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF CONMEE  
Hereinafter called the "Employer"  
OF THE FIRST PART:

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES AND  
ITS LOCAL 87,  
Hereinafter called the "Union"  
OF THE SECOND PART,

### **ARTICLE 1 - PREAMBLE**

1.01 It is the purpose of both parties to this Agreement:

- (a) to maintain and improve harmonious relations and settled conditions of employment between the Employer and the Union;
- (b) to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment services etc.;
- (c) to encourage efficiency in operations; and
- (d) to promote the morale, well-being and security of employees in the bargaining unit of the Union.

1.02 It is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in a collective agreement.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

### **2.01 Not Discriminatory**

The Employer shall not direct the working forces in a discriminatory manner, nor in a manner which would deprive any present employee of that employee's employment, except through just cause.

2.02 The Union recognizes and acknowledges that the management of the operation and direction of the working force are fixed exclusively in the Employer and, without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- (a) maintain order and efficiency;
- (b) hire, promote, demote, classify, transfer, layoff, suspend, and rehire employees, and to discipline or discharge any employee for cause provided that a claim by an employee who has acquired seniority and who has completed the probationary period that the employee has been discharged without cause may be the subject of a grievance and dealt with as hereinafter provided;
- (c) make, enforce and alter, from time to time, rules and regulations to be observed by the employees; and
- (d) determine the nature and kind of business conducted by the Employer, the kinds and locations of stations, equipment and materials to be used, the control of materials and parts, the methods and techniques of work, the content of jobs, the schedules of work, the number of employees to be employed, the extension, limitations, curtailment or cessation of operations or any part thereof, and to determine and exercise all other functions and prerogatives which shall remain solely with the Employer except as specifically limited by the express provisions of this Agreement.

It is agreed and understood that these rights shall not be exercised in a manner inconsistent with the provisions of this Agreement.

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

### **3.01 Bargaining Unit**

The Employer recognizes the Canadian Union of Public Employees and its Local 87 as the sole and exclusive collective bargaining agent for all its employees

including those persons employed for not more than twenty-four (24) hours per week and students employed during school vacation periods to do bargaining unit work, save and except the Head of Public Works, persons above the rank of Head of Public Works and Head of Administration, and hereby agrees to negotiate with the Union, or any of its authorized committees concerning matters affecting the relationship between the parties aiming towards a peaceful and amicable settlement of any differences that may arise between them.

### 3.02 Full Time Employees

"Full Time Employee" is defined as an employee who works a minimum of forty (40) hours per week on a predetermined schedule.

"Full Time Office Employee" is defined as an employee who works a minimum of thirty-five (35) hours per week.

### 3.03 Part Time and Temporary Employees

This collective agreement is fully applicable to all part-time and temporary employees, unless otherwise specified in Schedule "B".

- (a) "Temporary Employee" is defined as an employee hired on a short-term basis whose employment has a terminal date established prior to employment. A temporary employee shall not accrue seniority.
- (b) "Regular Part-time Employee" is defined as an employee who works a maximum of twenty-four (24) hours per week on a predetermined schedule and who has completed the probationary period.

### 3.04 No Other Agreements

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

## **ARTICLE 4 - NO DISCRIMINATION**

### 4.01 Employer and the Union Will Not Discriminate

The Employer and the Union agrees that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or by any of their representatives or members because of race, creed, colour,

age, sex, sexual orientation, marital status, nationality, ancestry, place of residence, or place of origin or such person or employee or because of an employee's membership or non-membership in the union or association or because of their activity or non-activity in the Union.

The parties confirm that they will comply with the provisions of the Ontario Human Rights Code (as amended).

#### **ARTICLE 5 - UNION MEMBERSHIP REQUIREMENT**

5.01 All employees of the Employer, as a condition of continued employment, shall become and remain members in good standing of the Union according to the constitution and By-laws of the Union. All new employees shall, as a condition of continued employment, become and remain members in good standing.

#### **ARTICLE 6 - DEDUCTION OF UNION DUES**

##### 6.01 Deduction

The Employer shall deduct from every employee any monthly dues, initiation fees or assessments levied, in accordance with the Union Constitution and By-laws.

##### 6.02 Deductions

Deductions shall be made from the first payroll 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.

#### **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 Articles 5 and 6.

## 7.02 Copies of Agreement

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

## **ARTICLE 8 - CORRESPONDENCE**

8.01 All correspondence between the parties, arising out of this agreement or incidental thereto, shall pass to and from the Head of Administration of the Employer and the Chief Steward of the Union and the CUPE National Representative.

## **ARTICLE 9 - LABOUR MANAGEMENT BARGAINING RELATIONS**

### 9.01 Representation

The Employer shall not bargain with or enter into any agreement with an employee or group of employees in the bargaining unit. No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. In order that this may be carried out, the Union will supply the Employer with the names of its officers. Likewise, the Employer shall supply the Union with a list of its supervisory personnel with whom the Union may be required to transact business.

### 9.02 Union Bargaining Committee

A Union Bargaining Committee shall be appointed and consist of not more than two members of the Union. The Union will advise the Employer of the Union nominees to the Committee.

### 9.03 Function of Bargaining Committee

All matters contained in the collective agreement pertaining to performance of work, rates of pay, hours of work and collective bargaining may be referred by the Union Bargaining Committee to the Employer for discussion and settlement.

### 9.04 Representation 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 representative(s) shall, with permission, have

access to the Employer's premises in order to assist in the settlement of a grievance. Union representatives shall inform the employer prior to such visits to the premises.

## **ARTICLE 10 - RESOLUTIONS AND REPORTS OF THE BOARD**

### **10.01 Employer Shall Notify Union**

The Employer agrees that any reports or recommendations about to be made to Council dealing with matters of policy and/or conditions of employment and which affect employees within the bargaining unit shall be communicated to the Union at least ten (10) days prior to the date that Council deals with the issue in order to afford the Union an opportunity to consider the matter and if necessary, to make representation when Council is dealing with such reports or recommendations.

### **10.02 Copies of Resolutions**

Copies of all motions, resolutions and by-laws or rules and regulations adopted by the Council which affect the employees covered by this agreement are to be (1) forwarded to Union and (2) posted on all bulletin boards.

## **ARTICLE 11 - GRIEVANCE PROCEDURE**

### **11.01 Recognition of Union Steward**

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union and the Union Steward. The Steward shall assist any employee in preparing and presenting the employee's grievance in accordance with the grievance procedure. However, an employee shall have the right, without the assistance of a steward, to lodge a complaint with management and seek adjustment of the complaint as long as the resolve does not violate the collective agreement. The Union shall notify the Employer in writing of the name of the Steward.

### **11.02 Permission to Leave Work**

The Employer agrees that the steward shall not be hindered, coerced, restrained or interfered within any way in the performance of the steward's employment duties, while investigating disputes and presenting adjustments within the Township of Connee as provided in this article. The Union recognizes that the steward is employed full time by the Employer and that the steward will not leave work during

working hours except to perform the steward's duties under this Agreement. Therefore, no steward shall leave work without obtaining the permission of that steward's supervisor.

#### 11.03 Definition of Grievance

A grievance under this Agreement shall be defined as any difference or dispute between the Employer and any employee or a group of employees with respect to the interpretation, application, administration or alleged violation of the Collective Agreement.

#### 11.04 Settling of Grievances

Prior to a difference or dispute being taken up as a formal grievance, an employee must first attempt to resolve the difference or dispute as a complaint with their immediate supervisor in a meeting within (5) five working days of the event giving rise to the difference or dispute. In the event the Supervisor has made the decision regarding the outcome of the resolve and the Union is still not satisfied with the outcome, the grievance will automatically progress to Step 1.

##### Step 1

Failing settlement being reached with the Supervisor, the Steward or the CUPE National Representative will submit the written grievance within five (5) working days to the Township Council a written statement of particulars of the complaint and redress sought. At the next regularly scheduled Council meeting or a scheduled Council meeting, that is a date mutually convenient for the parties. The parties shall discuss the grievance and resolve. Council will render their decision within ten (10) working days.

##### Step 2

Failing a satisfactory settlement being reached in Step 1, the Union may, on giving thirty (30) working days' notice in writing to the Employer of its intention, refer the dispute to Arbitration in accordance with Article 12.

#### 11.05 Policy Grievance

Where a dispute involving a question of general application or interpretation affecting the union itself and which could not be the subject matter of an individual grievance under this article occurs, or where a group of employees or the Union has a grievance, the grievance will be heard at Step 1. Such grievance shall be filed within five (5) working days from the date on which the cause of the grievance

occurred or within five (5) working days from the date the aggrieved employee should have known of the occurrence of the event upon which the grievance is based.

#### 11.06 Union May Institute Grievances

The Union and its representatives shall have the right to originate a grievance on behalf of an employee, or group of employees and to seek adjustment with the Employer in the manner provided in the grievance procedure at Step 1.

#### 11.07 Grievance on Safety

An employee or group of employees, who is required to work under unsafe or unhealthy conditions shall have the right to file a grievance at step 1 of the grievance procedure.

#### 11.08 Replies in Writing

Replies to grievances stating reasons shall be in writing at all stages.

#### 11.09 Facilities for Grievances

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

#### 11.10 Failure to Act Within the Time Limits

If the grievor, the Union, or the Employer fails to process a grievance to the next step in the grievance procedure within the time limit specified, they shall be deemed to have prejudiced their position in arbitration and the grievance will be deemed to have been abandoned.

#### 11.11 Employer Grievance

- a) It is understood that the Employer may bring forward at a meeting held with the Union, a complaint with respect to a violation of this Agreement, which may affect the Employer. If such complaint is not settled to the mutual satisfaction of the conferring parties, it may be treated as a grievance and reduced to writing, and the written grievance, a written statement of particulars of the complaint and redress sought shall be submitted to the Union Steward and CUPE National Representative. Such written grievance must be submitted within five (5) working days from the date the Employer met with the Union to discuss the issue in dispute.

b) Satisfactory Settlement of Employer Grievance

The Union Steward or CUPE National Representative shall within ten (10) working days after the mailing or delivery of the written grievance by the Employer, give a reply in writing to the Employer. If the written reply does not settle the grievance to the satisfaction of the Employer, the Employer may within thirty (30) working days after receipt of the Union's written reply, refer the grievance to arbitration in accordance with Article 11 of this Agreement.

11.12 Mediation

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

## **ARTICLE 12 - ARBITRATION**

12.01 Composition of Board of Arbitration

When either party requests that a grievance be submitted to arbitration, the request shall be made in writing to the other party of the Agreement, indicating the name of its nominee on an arbitration board. Such request shall be sent within thirty (30) working days following receipt of the answer in the last step of the grievance procedure. Within ten (10) days thereafter, the other party shall answer in writing indicating the name and address of its nominee to the arbitration board. The two nominees shall meet to select an impartial chairman.

The Grievance Procedure must be exhausted in its entirety before the grievance can be referred to arbitration. If the grievance is not referred to arbitration

within the same thirty (30) working day period, the grievance will be conclusively deemed to have been finally abandoned.

12.02 Failure to Appoint

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

### 12.03 Decision of the Board

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairman shall be the decision of the Board. The decision of the Board of Arbitration shall be final, binding and enforceable on all parties, and may not be changed. The Board of Arbitration shall not have the power to change this agreement or to alter, modify or amend any of its provisions. However, subject to the provisions of paragraph 13.07, the Board shall have the power to dispose of a grievance by any arrangement which it deems just and equitable.

### 12.04 Disagreement on Decision

Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairman of the Board of Arbitration to reconvene the Board to clarify the decision.

### 12.05 Expenses of the Board

Each party shall pay:

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

### 12.06 Amending of Time Limits

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

### 12.07 Witnesses

At any stage of the grievance or arbitration procedure, the parties shall have the assistance of any employee(s) concerned as witnesses and any other witnesses. 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.

### 12.08 Sole Arbitrator

The Employer and the Union may agree upon a single arbitrator instead of a three-member Board of Arbitration. In such event, the referral to arbitration under 12.01 shall indicate the name of the proposed sole arbitrator instead of the party's nominee.

## **ARTICLE 13 - DISCHARGE, SUSPENSION, AND DISCIPLINE**

### **13.01 Health & Safety**

Failure to use safety equipment may result in disciplinary action.

### **13.02 Warnings or Reprimands**

Whenever the Employer delivers a written warning or reprimand to an employee, the Employer shall send a copy of the written warning or reprimand to the CUPE National Representative within five (5) working days.

### **13.03 Adverse Report**

The Employer shall notify an employee in writing of any expression of dissatisfaction concerning that employee's work within ten (10) working days of the date on which the unsatisfactory work was completed, with a copy to the Union. This notice, called an "Adverse Report", shall include particulars of the work performance which led to such dissatisfaction. If this procedure is not followed, the Adverse Report shall not become a part of the employee's record for use against that employee at any time. This article shall be applicable to any complaint or accusation which may be detrimental to an employee's advancement or standing with the Employer, whether or not it relates to that employee's work. The employee's reply to the Adverse Report shall become part of the employee's record. Adverse Reports shall be removed from an employee's record after a period of five (5) years. An exception shall be any Adverse Report relating to Section 32.0.2(1)(d) of the Occupational Health and Safety Act, which will remain in an employee's file until the employee is no longer employed with the Employer.

### **13.04 Discharge Procedure**

An employee who has completed the probationary period may be dismissed, but only for just cause, and only upon authority of the Employer. The Head of Public Works may suspend an employee but shall immediately report such action to the Employer. When an employee is discharged or suspended, the employee shall be given the reason in the presence of the Steward. Such employee and the Union, shall be advised promptly in writing by the Employer of the reason for such discharge or suspension.

### **13.05 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 11 - Grievance Procedure.

### 13.06 Burden of Proof

In cases of discharge and discipline, the burden of proof of just cause shall rest with the Employer. Evidence shall be limited to the grounds stated in the discharge and discipline notice to the employee.

### 13.07 Unjust Suspension or Discharge

A discharge or suspension grievance may be settled by the parties by confirming the Employer's action in dismissing or suspending the employee or by reinstating the employee with full compensation for time lost or by any other arrangement which is just and equitable in the opinion of the conferring parties.

13.08 Subject to the provisions of paragraph 13.07, if a discharge or suspension grievance goes to arbitration, the Board of Arbitration may:

- (a) confirm the dismissal or suspension of the employee;
- (b) reinstate the employee with full compensation for time lost; or
- (c) substitute such other penalty for the discharge or suspension as the Arbitration Board deems just and reasonable in all the circumstances.

13.09 The following specified causes will be conclusively deemed to be sufficient for the discharge of an employee, but will not deprive any employee of the grievance or arbitration procedure:

Theft;

Being on the job under the influence of alcohol or drugs;  
Making false entries in records;

Absent without leave for a period of three (3) days or more  
and without reasonable excuse as determined by the Employer.

### 13.10 Crossing of Picket Lines During Strike

An employee covered by this agreement shall have the right to refuse to cross a picket line arising out of labour disputes in the Township of Conmee. Failure to cross such a picket line by a member of this Union shall not be considered a violation of this agreement, nor shall it be grounds for disciplinary action.

## **ARTICLE 14 - SENIORITY**

### **14.01 Seniority Defined**

Seniority is defined as the length of service with the Employer from the last date of hiring.

### **14.02 Seniority List**

The Employer shall maintain a seniority list for full and part-time employees indicating when each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year.

The seniority of a part-time employee shall be calculated on a *pro rata* basis as the number of hours worked bears to the number of hours worked by a regular full-time employee in the same classification.

No objection may be taken by the Union or by any employee unless notice of objection is given to the Employer within one (1) month after the posting of the seniority list in which the item first appeared.

### **14.03 Probation for Newly Hired Employees**

Newly hired employees shall be considered on a probationary basis for a period of six (6) months from the date of last hire. During the probationary period, employees shall be entitled to all rights and privileges of this agreement except with respect to discharge or layoff. The employment of such employee 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.

### **14.04 Loss of Seniority**

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

An employee shall only lose seniority, and that employee's employment shall be terminated in the event:

- (a) that employee is discharged for just cause and is not reinstated;

- (b) that employee resigns and does not rescind within 24 hours;
- (c) that employee is absent from work, without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible;
- (d) that employee fails to return to work within seven (7) working days following a lay-off 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) that employee is laid off for a period longer than two years; or
- (f) that employee is away from work and takes other employment without the approval of the Employer.

#### **14.05 Transfers and Seniority Outside Bargaining Unit**

No employee shall be transferred to a position outside the bargaining unit without that employee's consent. If an employee is transferred to a position outside of the bargaining unit, that employee shall retain his seniority acquired at the date of leaving the Unit, but will not accumulate any further seniority. If such an employee later returns to the bargaining unit, the employee shall be placed in a job consistent with that employee's seniority. Such return shall not result in the layoff or bumping of an employee holding greater seniority.

#### **14.06 Transference of Seniority**

An employee who transfers from a full-time position to a regular part-time position or vice versa shall transfer seniority as follows:

- (i) An employee whose status is changed from regular part-time to a full-time position shall transfer seniority to the full-time position based on 2080 hours of service equalling one year of full-time service
- (ii) An employee whose status is changed from full-time to regular part-time shall transfer full seniority to the regular part-time position.

## **ARTICLE 15 - PROMOTIONS AND STAFF CHANGES**

### **15.01 Job Postings**

When a vacancy occurs or a new position is created within the bargaining unit, the Employer shall notify the Union in writing and post notice of the position in the Employer's offices, shops and on all bulletin boards for a minimum of one (1) week so that all members will know about the vacancy or new position.

### **15.02 Information in Postings**

Such notice shall contain the following information:

Nature of position, qualifications, required knowledge and education, skills, shift, wage or salary rate or range. Such qualifications may not be established in an arbitrary or discriminatory manner.

### **15.03 Outside Advertising**

No outside applications for any vacancy shall be processed until the applications of present employees have been fully processed.

### **15.04 Method of Making Appointments**

Both parties recognize the job opportunity should increase in proportion to length of service, therefore, in making staff changes, transfers, or promotions, appointments will be considered of the applicant with the greatest seniority and having the required qualifications and ability to perform the job.

### **15.05 Trial Period**

The successful applicant shall be placed on trial for a period of up to six months. Conditional on satisfactory service, the employee shall be declared permanent after the period of six months. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, that employee shall be returned to their former position, wage or salary rate and without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to their former position, wage or salary rate, without loss of seniority.

#### 15.06 Union Notification

Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be sent to each applicant and a copy posted on all bulletin boards. The Union shall be notified of all appointments, hirings, lay-offs, transfers, recalls and terminations of employment.

#### 15.07 On the Job Training

The Employer shall inaugurate and maintain a system of "on-the-job" training so that every employee shall have the opportunity to receive training and qualify for promotion or transfer, in the event of a vacancy arising. Accordingly, employees, shall be allowed regular opportunity to learn the work of higher or equal positions during the regular working hours by arranging to exchange positions for temporary periods, without affecting the salary or pay of the employees concerned. Such opportunities for training shall be allocated according to the seniority provisions of this agreement.

#### 15.08 Test in Vehicle Proficiency

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

### **ARTICLE 16 - LAYOFFS AND RECALLS**

#### 16.01 Role of Seniority in Lay-offs and Recall

Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a lay-off, employees shall be laid off in the reverse order of their bargaining-unit-wide seniority.

Employees shall be recalled in the order of their seniority.

#### 16.02 No New Employees

No new employees shall be hired until those laid off have been given an opportunity of recall.

16.03 Advance Notice of Lay-off

Unless legislation is more favourable to the employees, the Employer shall notify employees who are to be laid off five (5) working days prior to the effective date of lay-off. If the employee has not had the opportunity to work the days as provided in this article, that employee shall be paid for the days for which work was not made available.

16.04 Continuation of Benefits

The Employer agrees to pay the full coverage for all employee benefits for employees laid off for periods of less than one (1) month. In the event of a longer lay-off, employees so affected shall have the right to continue this coverage through direct payments.

16.05 Grievances on Lay-offs and Recalls

Grievances concerning lay-offs and recalls shall be initiated at Step 3 of the Grievance Procedure.

**ARTICLE 17 - HOURS OF WORK**

17.01 Regular Working Hours

For the purpose of this agreement, regular working hours for full-time employees paid on an hourly basis will be eight (8) hours per day and forty (40) per week with a half hour for lunch, Monday through Friday. Normally, working hours will take place between 8:00 a.m. and 4:30 p.m.; however, regular working hours are subject to change based on weather conditions and projects at the sole and exclusive discretion of the Employer.

17.02 Flexible Working Hours

Notwithstanding the provisions under clause 17.01 above, an employee and the Employer may agree to flexible hours of work.

If the employee and the Employer agree to flexible hours, all time worked by the employee in excess of eight (8) hours per day or forty (40) hours per week, Monday to Friday inclusive, when pre-authorized by the Employer, will be paid in accordance with the overtime provisions as provided herein.

17.03 Paid Rest Period

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

**ARTICLE 18 - OVERTIME**

18.01 Overtime Defined

All time worked in excess of eight (8) hours a day or forty (40) hours in a work week is overtime, pre-authorized by the Employer, shall attract the overtime rate set out in 18.02 below.

18.02 Overtime Rates

Overtime rates shall apply for work as follows:

- (a) On a regular work day – time and one half;
- (b) On a Saturday and Sunday – time and one half;
- (c) Holidays – double time.

18.03 Time Off in Lieu of Overtime

Instead of cash payment for overtime, an employee may choose to receive time off at the appropriate overtime rate at a time selected by the employee and the Head of Public Works. Lieu days shall not exceed two (2) consecutive work days at one time but such accumulated days shall not exceed twelve (12) working days in total and must be taken within the calendar year in which they are earned.

Despite Section 17.02, and at the request of the Employer, and only upon the agreement of the employee, during the construction season, hours of work may be altered to ten hours (rather than eight hours) per day, for four weekdays, at straight time.

18.04 Overtime for Part Time Employees

A part-time employee working less than the regular working hours per day or week, shall be paid straight time pay during his regularly scheduled part-time hours.

Overtime rates shall apply after 40 hours work in any one week and for all work performed on holidays.

#### 18.05 Sharing of Overtime

Overtime shall be divided equally among employees who are willing and qualified to perform the available work.

#### 18.06 Call Back Pay

An employee who leaves work after working eight (8) hours on a regular work day (as defined in Article 17.01) and is called back to work on the same day shall be paid for a minimum of three (3) hours at overtime rates.

An employee who is called into work on a weekend shall be paid a minimum of three (3) hours at overtime rates.

An employee who is called into work on a Holiday shall be paid a minimum of three (3) hours at overtime rates.

- ↓ For greater clarity, reporting to work early on Monday through Friday to plow snow or grade roads (or to perform similar work) and working eight (8) hours does not qualify as a call-back and does not attract overtime pay or Call-Back Pay.

#### 18.07 Call-Back Pay and Overtime Pay

Call-Back Pay is a form of overtime pay and employees who receive Call-Back Pay are not entitled to additional overtime pay in respect of time worked for which they receive Call-Back Pay. However, if the Call Out exceeds 3 hours call out time, applicable overtime rates will continue until the work is done

### **ARTICLE 19 - HOLIDAYS**

#### 19.01 Paid Holidays

The Employer recognizes the following as paid holidays for all regular full-time employees.

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Queen's Birthday	Christmas Day
Canada Day	Boxing Day

Civic Holiday  
Remembrance Day

Family Day (Floater)  
Easter Monday

19.02 Holidays Falling on Saturday and/or Sunday

When any of the above noted holidays falls on a Saturday and/or Sunday and is not proclaimed as being observed on some other day, the following Monday (or Tuesday, where the Monday already applies to a holiday falling on a Saturday) shall be deemed to be the holiday for the purpose of this Agreement.

19.03 Pay for Regularly Scheduled Work on a Holiday

An employee who is not scheduled to work on the above holidays shall receive holiday pay equal to one (1) day's pay. An employee who is scheduled to work shall be paid at the rate of double time plus another day off with pay, in lieu of holiday pay, at a time designated by the employee.

**ARTICLE 20 - LENGTH OF VACATIONS**

20.01 A regular full-time employee shall receive an annual vacation with pay in accordance with years of continuous service as follows:

Less than one (1) year of continuous service	Vacation pay equivalent to four (4) percent of total earnings;
After one (1) year of continuous service but less than three (3) full years of continuous service	Ten (10) working days per year;
After three full years of continuous service but less than ten (10) full years of continuous service	Fifteen (15) working days per year;
After ten (10) full years of continuous service but less than fifteen (15) full years of continuous service	Twenty (20) working days per year;

After fifteen (15) full years of continuous service but less than twenty (20) full years of continuous service

Twenty-five (25) working days per year;

After twenty (20) full years of continuous service

Thirty (30) working days per year;

An employee who has more than eighteen (18) full years of continuous service shall be entitled to one (1) additional day for each additional year worked over eighteen (18) years.

#### 20.02 Calculation of Vacation Pay

Vacation pay shall be at the rate effective during the vacation period, where applicable.

#### 20.03 Vacation Pay on Termination or Retirement

An employee terminating employment at any time in the vacation year, before the employee has taken vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation, prior to termination.

On normal retirement an employee shall be entitled to the same vacation or vacation pay which would have been earned if that employee had continued in employment to the end of the calendar year.

#### 20.04 Unbroken Vacation Period

An employee shall be entitled to receive that employee's vacation in an unbroken period, unless otherwise mutually agreed upon between the employee and the Employer.

#### 20.05 Approved Leave of Absence During Vacation

Where an employee qualifies for sick leave, as evidenced by a Doctor's certificate, bereavement or any other approved leave during their 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, by mutual consent.

## 20.06 Vacation During the Calendar Year

- (a) In each year vacation schedules shall be posted by February first and all employees shall indicate their preference for 75% of their vacation periods prior to April first. The completed schedule shall be posted by May first.
- (b) Vacation shall be taken in full during the calendar year in which they are earned except by prior mutual agreement between the employee and the Employer.

## **ARTICLE 21 - SICK LEAVE PROVISIONS**

### 21.01 Sick Leave Defined

Sick leave means the period of time an employee is absent from work with full pay by virtue of being sick or disabled or under examination or treatment of a physician, chiropractor or dentist or because of an accident for which compensation is not payable under the Workplace Safety and Insurance Board.

### 21.02 Annual Paid Sick Leave

Up to twelve (12) days sick leave per year may be earned by an employee at the rate of one (1) day for every month an employee is employed.

### 21.03 Accumulation of Sick Leave

The unused portion of an employee's sick leave shall accrue for that employee's future benefits to a maximum of one hundred and sixty (160) days.

### 21.04 Illness in the Family

Where no one other than the employee can provide for the needs during illness of an immediate member of that employee's family for whom that employee is normally responsible, an employee shall be entitled, after notifying the employee's superior, to use a maximum of five (5) accumulated sick leave days per illness for this purpose.

### 21.05 Deductions from Sick Leave

All hours claimed by an employee as sick leave shall be deducted from the employee's accumulated sick leave.

#### **21.06 Proof of Illness**

An employee shall be required to produce a certificate from a medical practitioner for any illness in excess of three (3) working days, certifying that the employee was unable to carry out the duties due to illness.

#### **21.07 Sick Leave During Leave of Absence and Layoff**

When an employee is given leave of absence for not more than three (3) months for any reason, that employee shall receive sick leave credit for the period of such absence on return to work. When an employee is laid off on account of lack of work, that employee shall not receive sick leave credits for the period of such absence but shall retain their cumulative credit, if any, existing at the time of such lay off.

#### **21.08 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 accrued to their credit.

#### **21.09 Payment of Sick Leave**

Unused sick leave credits are capped at one hundred and sixty (160) days. Once an employee has reduced their sick leave credits beneath one hundred and sixty (160) days, that employee may accumulate unused sick leave credits again up to a maximum of one hundred and sixty (160) days in accordance with Article 21.03.

### **ARTICLE 22 - LEAVE OF ABSENCE**

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

Upon request to the Employer, an employee elected or appointed to represent the Union at conventions, Executive and Committee meetings of CUPE, its affiliated or chartered bodies may be allowed leave of absence without pay but without loss of benefits.

#### **22.02 Paid Bereavement Leave**

An employee shall be granted a maximum of five (5) regularly scheduled work days leave without loss of pay and benefits in the case of death of a parent, wife, husband, common-law spouse, brother, sister, child, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandparent, grandchild.

Where the burial occurs over 650 kilometers by road outside of the Township of Conmee and providing he attends the funeral, such leave shall also include reasonable travelling time, not to exceed seven (7) working days in total. An employee may elect to defer one (1) day of bereavement leave to be used for attendance at the actual interment.

#### 22.03 Mourner's Leave

One-half (½) day leave shall be granted without loss of salary or wages to attend a funeral as a pallbearer.

#### 22.04 Medical Care Leave

Employees shall be allowed up to four (4) days per annum paid leave of absence in order to engage in personal preventive medical health and dental care. On request, employees must show proof of medical or dental care.

#### 22.05 Paid Jury or Court Witness Duty Leave

The Employer shall grant leave of absence without loss of seniority benefits to an employee who serves as a juror or is subpoenaed as a witness in any court. The Employer shall pay such an employee the difference between the employee's normal earnings and the payment he receives for jury service or court witness, excluding payment for travelling, meals, or other expenses. The employee will present proof of service and the amount of pay received.

Time spent by an employee required to serve as a court witness in any matter arising out of the employment relationship shall be considered as time worked at the appropriate rate of pay.

#### 22.06 Education Leave

An employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations to up-grade employment qualifications upon approval of the Employer.

#### 22.07 General Leave

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

## 22.08 Adoption Leave

Where an employee with at least twelve months of continuous service qualifies to adopt a child, such employee may be entitled to a leave of absence without pay and without loss of seniority for a period of up to three (3) months duration or such greater time as may be required by the adoption agency concerned up to a maximum aggregate of six (6) months. Such employee shall advise the Employer as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence in writing upon receipt of confirmation of the pending adoption.

The Employer shall be allowed to replace the employee who receives adoption leave with a temporary employee for the period of the adoption leave.

## **ARTICLE 23 - PAYMENT OF WAGES AND ALLOWANCES**

### 23.01 Pay Days

The Employer shall pay salaries and wages bi-weekly in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each pay day each employee shall be provided with an itemized statement of wages, overtime, and other supplementary pay and deductions.

### 23.02 Pay on Temporary Transfers

When an employee is appointed, through a bylaw, to perform all of the principal duties of a higher paying position for which a salary range has been established, the employee shall receive the rate of the position being performed. The employee shall be deemed to be covered by this collective agreement during the period of temporary transfer to a position outside of the bargaining unit.

When an employee is assigned to a position paying a lower rate, the employee's rate shall not be reduced against his own rate. The employee shall be deemed to be covered by this collective agreement during the period of temporary transfer.

### 23.03 Vacation Pay

An employee may, upon giving at least three (3) days' notice, receive on the last office day preceding commencement of that employee's annual vacation, any pay cheques which may fall due during the period of vacation.

#### 23.04 Mileage Allowance

Any employee required to use a personal automobile for the Employer's business shall receive an allowance as per employer's policy as amended from time to time.

#### 23.05 License Fees

The Employer shall pay license renewal fees, and associated costs (i.e. medical examinations), for an employee who as a condition of employment, is required to have an AZ or DZ license.

#### 23.06 Legal Fees

The Employer shall pay all legal costs for any action initiated against an employee by virtue of the performance of their employment duties if gross negligence has not been proven.

### **ARTICLE 24 - JOB CLASSIFICATION**

#### 24.01 No Elimination of Present Classifications

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

### **ARTICLE 25 - EMPLOYEE BENEFITS**

#### 25.01 Hospital and Medical Insurance

The Employer shall pay the full cost of the following plans for all employees and their dependents:

1. Ontario Health Insurance Plan.
2. Green Shield Health Care Plan (25-50 deductible) reimbursed by the Employer including drugs and Semi Private. The drug plan will be amended to provide for the substitution of generic drugs.
3. Green Shield - Benefits will be based on the current ODA rates as amended from time to time.
4. Four hundred dollars (\$400.00) for each twenty-four (24) month period for each employee and each one of their dependents towards Vision Care. The employer will cover the cost of an eye examination for each twenty-four (24) month period for each employee and each one of their dependents.

#### 25.02 Group Life Insurance

The Employer shall pay one hundred percent (100%) of the premium for a group life insurance and accidental death and dismemberment plan for all regular employees on the payroll who are eligible to enrol for such coverage. The Group Life Insurance Plan will provide benefits as follows:

- (a) One times (1x) regular annual salary: plus twenty-five thousand dollars (\$25,000.00) for each employee.
- (b) Five thousand dollars (\$5,000.00) for the employee's spouse.
- (c) Two thousand dollars (\$2,000.00) for each child between the ages of fourteen (14) days and twenty-one (21) years. (extended to twenty-five (25) years of age if attending a recognized educational institution.)
- (d) Two hundred dollars (\$200.00) for each child under fourteen (14) days.

#### 25.03 Long Term Disability

The Employer shall pay one hundred percent (100%) of the premium for a long term disability plan which shall provide a benefit of sixty-six and two-thirds percent (66 2/3%) of the employee's monthly earnings to a maximum of two thousand and five hundred dollars (\$2,500.00) per month.

#### 25.04 Workplace Safety Insurance Supplement

All employees shall be covered by the Workplace Safety Insurance Board. An employee prevented from performing regular work with the Employer on account of an occupational accident that is covered by the Workplace Safety Insurance Board shall receive from the Employer one-half (½) day of sick leave for each full week that the employee is on Workplace Safety Insurance Board benefits. There will be no payment for less than five working days. Such payments shall be paid only as long as the employee's accumulated sick leave benefits allow. Such amount shall be deducted from the employee's accumulated sick leave credits. Pending a settlement of the insurable claim, the employee shall continue to receive the full pay and benefits of this agreement, subject to necessary adjustments.

#### 25.05 Joint RRSP

The Employer agrees to contribute to an individual RRSP for each employee, subject to the following conditions:

1. Part-time employees are excluded from this clause.
2. Participation is non-mandatory for employees.

- 3 The Employer shall contribute a maximum of 3% of the participating employee's gross earnings and the participating employee shall contribute at least 3%, but may contribute more than 3% provided he advises the Employer in writing.
4. Each participating employee shall provide the Employer with the information necessary for the Employer to directly deposit the amount each payday into their RRSP.

## **ARTICLE 26 - TECHNOLOGICAL AND OTHER CHANGES**

### **26.01 Advance Notice**

One month before the introduction of any technological or other change, or new methods of operation which affects the rights of employees, conditions of employment, wage rates or work loads, the Employer shall notify the Union of the proposed change.

## **ARTICLE 27 - JOB SECURITY**

### **27.01 Restrictions on Contracting Out**

The Employer agrees that it will not contract out any work now being performed by members of the bargaining unit if such contracting out would cause an employee to be laid off or if it would cause the salary of an employee to be reduced.

## **ARTICLE 28 - UNIFORM AND CLOTHING ALLOWANCE**

### **28.01 Supply of or Allowance for Work Apparel**

The Employer shall supply each employee the following items:

#### **ON REPLACEMENT:**

1 pair overalls	1 pair rubber boots
1 pair safety gloves	1 raincoat
100% summer safety boots each 24 month period and	
100% winter safety boots each 24 month period or upon	
replacement should they become damaged; which ever comes	
first.	

## **ARTICLE 29 - ALLOWANCE FOR TOOLS**

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

## **ARTICLE 30 - PRESENT CONDITIONS AND BENEFITS**

### 30.01 Amalgamation, Regionalization and Merger Protection

In the event the Employer merges or amalgamates with any other body, the Employer will endeavour to ensure that:

- (a) Employees shall be credited with all seniority rights with the new Employer.
- (b) All service credits relating to vacation with pay, sick leave credits and all other benefits shall be recognized by the new Employer.
- (c) All work and services presently performed by members of the Canadian Union of Public Employees shall continue to be performed by CUPE members with the new Employer.
- (d) Conditions of employment and wage rates for the new Employer shall be equal to the best provisions in effect with the merging Employers.
- (e) No employee shall suffer a loss of employment as a result of a merger. Preference in location of employment in the merged municipality shall be on the basis of seniority.

## **ARTICLE 31 - GENERAL**

### 31.01 Plural Terms May Apply

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

## **ARTICLE 32 - TERM OF AGREEMENT**

### 32.01 Duration

This agreement shall be binding and remain in effect from August 1st, 2025 to July 31, 2029 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 last day of July in any year that it desires its termination or amendment.


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

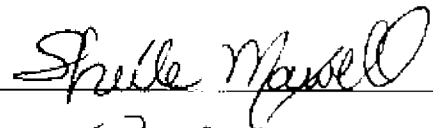

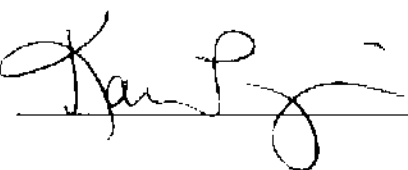
DATED AT Conmee Township in the District of Thunder Bay,

this 16<sup>th</sup> day of December, 2025.

SIGNED ON BEHALF OF THE  
CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL 87

SIGNED ON BEHALF OF THE  
CORPORATION OF THE  
TOWNSHIP OF CONMEE

  
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**SCHEDULE "A" – WAGE SCHEDULE  
Rate Per Hour**

<b><u>Classification</u></b>	<b><u>Effective Aug. 1, 2025</u></b>	<b><u>Effective Aug. 1, 2026</u></b>	<b><u>Effective Aug. 1, 2027</u></b>	<b><u>Effective Aug. 1, 2028</u></b>
Senior Grader & Machine Operator	30.83	31.76	32.71	33.36
Junior Grader and Machine Operator	24.45	24.45	24.45	24.45
Labourer	21.53	21.53	21.53	21.53
Landfill Attendant	21.99	22.65	23.22	23.80

This equates to an increase of 18% for the Senior Grader & Machine Operator position over the term of 4 years. Year 1 – 10%, Year 2 and 3 – 3% and Year 4 – 2%

Landfill Attendant will receive an 11% increase over 4 years. Years 1 and 2 – 3%, Years 3 and 4 – 2.5%.

No employee shall be hired for less than the Labourer rate except that part-time employees and students employed during school vacation periods to do bargaining unit work shall be paid one dollar (\$1.00) above the Ontario minimum wage.

## **SCHEDULE "B"**

Regular part-time and temporary employees will receive such proportion of the benefits under Vacations (Article 20), Paid Holidays, (Article 19) as the number of hours worked bears to the number of hours worked by a regular full-time employee in the same classification.

Hours of Work (Article 17), Employee Benefits (Article 25), Sick Leave Provisions (Article 21) do not apply to regular part-time or temporary employees.

