

COLLECTIVE AGREEMENT

BETWEEN:

THE CORPORATION OF THE TOWN OF HEARST

AND

CUPE / Canadian Union
of Public Employees
AND ITS LOCAL NO. 1536

Effective Dates:

January 1st, 2026 to December 31st, 2027

Table of contents

ARTICLE 1 – PREAMBLE	4
ARTICLE 2 - MANAGEMENT RIGHTS	4
ARTICLE 3 - RECOGNITION	5
ARTICLE 4 - NO DISCRIMINATION	5
ARTICLE 5 - CHECKOFF OF UNION DUES	5
ARTICLE 6 - CORRESPONDENCE	6
ARTICLE 7 - STEWARDS	6
ARTICLE 8 - GRIEVANCE PROCEDURE	7
ARTICLE 9 - ARBITRATION	8
ARTICLE 10 - DISCHARGE CASES	10
ARTICLE 11 - SENIORITY	10
ARTICLE 12 - TEMPORARY TRANSFERS AND REASSIGNMENTS	12
ARTICLE 13 - JOB POSTING	12
ARTICLE 14 - LEAVE OF ABSENCE	13
ARTICLE 15 - BEREAVEMENT LEAVE	13
ARTICLE 16 - JURY DUTY	14
ARTICLE 17 - PAID HOLIDAYS	14
ARTICLE 18 - VACATION WITH PAY	16
ARTICLE 19 - HOURS OF WORK	17
ARTICLE 20 - STANDBY PAY	19
ARTICLE 21 - SAFETY	19
ARTICLE 22 - INJURY ON THE JOB	20
ARTICLE 23 – WAGES	21
ARTICLE 24 – FRINGE BENEFITS	21
ARTICLE 25 – FLEXIBLE DAYS	25
ARTICLE 26 - NO STRIKES, NO LOCKOUTS	25
ARTICLE 27 - BULLETIN BOARDS	26
ARTICLE 28 - MISCELLANEOUS	26
ARTICLE 29 - TERMINATION	26
SCHEDULE "A" - WAGES AND CLASSIFICATIONS	28
APPENDIX "A" – STANDARD ADMINISTRATIVE INSTRUCTIONS AND CORPORATE REGULATIONS	29
NATURE OF OFFENCE & DISCIPLINARY MEASURES	32
APPENDIX "B" - INSURER TERMS, CONDITIONS AND BENEFITS	34

MEMORANDUM OF AGREEMENT..... 36
LETTER OF UNDERSTANDING – ACCUMULATED TIME 38

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 settled 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 and employment;
3. To encourage efficiency in operation;
4. To promote the morale, well-being and security of all 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 a collective agreement;

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 The Union acknowledges that it is the exclusive function of the Employer to hire, promote, demote, classify, temporarily transfer, suspend and retire employees and to discipline or discharge any employee for just cause provided that a claim by an employee who has acquired seniority that he/she has been discharged or disciplined without cause may be the subject of a grievance and dealt with as hereinafter provided. The Employer in exercising its rights hereunder will do so in a manner consistent with all the terms and provisions of this Agreement.

2.02 The Union further recognizes the right of the Employer to operate and manage its affairs in all respects. The direction of the workforce, the work schedules, the right to use improved methods to benefit the employees and the Employer, machinery and equipment, and jurisdiction over all operation, building, machinery, tools and employees are solely and exclusively the responsibility of the Employer.

2.03 **Appendix "A"** entitled the "Standard Administrative Instructions and Corporation Regulations" attached hereto is hereby declared to form part of this Agreement.

ARTICLE 3 - RECOGNITION

- 3.01 The Employer recognizes the Union as the sole and exclusive collective bargaining agency for all its employees save and except the Foreman, persons above the rank of Foreman, office staff, employees of the restaurant, swimming pool, recreatheque, airport, and students employed during the school vacation period.
- 3.02 No employee shall be required or permitted to make any written or verbal agreement which may conflict with the terms of this Agreement.
- 3.03 Persons not in the bargaining unit shall not perform work normally performed by employees in the bargaining unit that will result in the layoff, demotion, or displacement of any employees in the bargaining unit.

ARTICLE 4 - NO DISCRIMINATION

- 4.01 The Employer agrees that there shall be no discrimination, interference, restriction, intimidation, or coercion exercised or practised with respect to any employee in the matter of wage rates, training, upgrading, promotion, transfer, lay-off, discipline, discharge, or otherwise by reason of race, creed, colour, national origin, political or religious affiliation, sex or marital status, or by reason of his/her membership in the union or because of his/her activity or lack of activity in the Union.
- 4.02 It is agreed that the Union and the employees will not hold meetings at any time on the premises of the Employer without the permission of the Chief Administrative Officer or a person designated by him.

ARTICLE 5 - CHECKOFF OF UNION DUES

- 5.01 All employees of the Employer covered by this Agreement shall, as a condition of continuing employment, pay dues to the Union according to the Constitution and By-laws of the Union.
- a) All new employees of the Employer covered by this Agreement shall, as a condition of continued employment, commence paying dues to the Union within thirty (30) days of employment.

- b) The Employer shall, upon written authorization by the Employee concerned, which will be obligatory on the part of all employees covered by this Agreement, make such deductions. The Employer agrees to deduct such regular monthly union dues or assessments as have been levied by the Union and duly advised to the Employer through the Town Clerk.
- c) Deductions shall be made from the payroll period at the end 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 all employees from whose wages the deductions have been made.
- d) The Union and its members agree to indemnify and save the Employer harmless with respect to any and all claims or other forms of liability that the Employer may incur resulting from deductions and remittances made in accordance with this Article.

5.02 The Employer agrees to provide all new employees with a copy of this Agreement.

ARTICLE 6 - CORRESPONDENCE

6.01 All correspondence between the parties arising out of the Agreement or incidental thereto shall pass to and from the Chief Administrative Officer of the Corporation of the Town of Hearst and the Secretary of the Union, with a copy sent to the representative of the Canadian Union of Public Employees. All correspondence so passed by one party shall be replied to in writing by the other party within one month of the date of receipt.

6.02 The Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees when dealing or negotiating with the Employer.

ARTICLE 7 - STEWARDS

7.01 The Employer acknowledges the right of the Union to appoint or otherwise select employees to form part of a Union Committee which will be composed of three (3) stewards, one being designated a Chief Steward. The names of the stewards selected shall be given to the Employer in writing each year following election, and the Employer shall not be required to recognize any such steward until it has been so notified. All committees of the Union as they pertain to this Agreement shall be picked from the three (3) stewards.

- 7.02 The Employer undertakes to **instruct all members** of the supervisory staff to co-operate with the stewards in **the carrying out** of the terms and requirements of this Agreement.
- 7.03 The Union undertakes to secure from its officers, stewards and members their co-operation with the Employer and with all persons representing the Employer in a supervisory capacity.
- 7.04 The privileges of stewards to leave their work without loss of basic pay to attend to Union business is granted on the following conditions:
- a) Such business must be between the Union and the Employer, except in the case of a discharged employee.
 - b) The time shall be devoted to the prompt handling of necessary Union business.
 - c) The steward concerned shall obtain the permission of the foreman concerned before leaving his/her work. Such permission shall not be unreasonably withheld.
 - d) The time away from productive work shall be reported in accordance with the time-keeping methods of the department in which the steward is employed.

ARTICLE 8 - GRIEVANCE PROCEDURE

- 8.01 **Definition of Grievance**
A grievance under this Collective Agreement shall be defined as any difference or dispute between the Employer and any employee(s), or the Union regarding the interpretation, application, administration or alleged violation of this Collective Agreement including any question as to whether a matter is arbitrable.
- 8.02 An earnest effort shall be made to settle grievances fairly and promptly in the following manner:
- Step 1: Complaint Stage**
- It is understood that an employee shall have no grievance until he has first given his immediate Supervisor the opportunity of settling his/her complaint. The complaint shall be discussed with his immediate Supervisor within ten (10) calendar days of the date upon which the employee first became aware of the facts giving rise to the grievance or incident. The employee may at his/her choice be accompanied by a steward. The Supervisor or designate will provide a response to the complaint within ten (10) calendar days of receipt of the complaint.

Step 2

Failing satisfactory settlement at the complaint stage, the Union may grieve the decision of the immediate Supervisor in writing outlining the nature of the dispute, the relevant provisions of the Collective Agreement that are allegedly breached and the remedy sought to the Chief Administrative Officer, or his designate, within ten (10) calendar days of receiving notification of the Supervisor's decision. The Chief Administrative Officer, or his designate, shall meet with the parties within ten (10) calendar days after receipt of the grievance and shall render his decision in writing within five (5) calendar days after the meeting.

Step 3

Failing satisfactory settlement of the grievance at Step 2, either party may refer the matter to arbitration no later than thirty (30) calendar days after the written decision at Step 2 has been provided and in accordance with Article 9. If no written request for arbitration is received within the thirty (30) calendar days, the matter shall be deemed to be abandoned.

8.03 Policy grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or Union has a grievance, the grievance may be initiated at Step 2.

8.04 Group Grievance

Where two (2) or more employees have a similar complaint or grievance arising out of the same situation, the grievance may be treated by the Union as a group grievance that may be initiated at Step 1. In such case, the Union is required to list the names of the employees affected by the grievance.

ARTICLE 9 - ARBITRATION

9.01 Where a difference arises between the parties relating to a grievance dealing with the interpretation, application or administration of this Collective Agreement, including any question as to whether a matter is arbitrable, or, where an allegation is made that this Collective Agreement has been violated either of the parties may, within thirty (30) calendar days after exhausting the grievance procedure established by this Collective Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration and the notice shall include therein the names of possible Arbitrators.

When receipt of such notice, the other party shall respond by accepting one of the Arbitrators so mentioned or indicating the names of other possible Arbitrators. After such suggestions are received, failing agreement on an Arbitrator, either party may request the Minister of Labour for the Province of Ontario to make an appointment of a sole Arbitrator, to hear such grievance and determine the grievance.

The individual appointed as sole Arbitrator shall hear the grievance and determine the difference or allegation, and shall issue a decision, which decision is final and binding upon the parties and upon any employee or Employer affected by it. If no written request for arbitration is received within the thirty (30) calendar days after exhausting the grievance procedure, the matter shall be deemed to be abandoned.

9.02 **Board of Arbitration**

The parties may mutually agree in writing to substitute a Board of Arbitration for the sole Arbitrator at the time of reference to arbitration. In such case, the party referring the grievance to arbitration will provide the name of its nominee to the other party at the same time the notice of arbitration is sent to the other party. The recipient of the notice shall inform the other party of the name of its nominee to the Board of Arbitration. The two (2) nominees shall then confer to select an impartial chairperson.

If the recipient of the notice fails to appoint a nominee or if the two (2) nominees fail to agree upon a chairperson, the appointment shall be made by the Minister of Labour for the Province of Ontario upon the request of either party.

The appointment and jurisdiction of the Board of Arbitration shall conform to the provisions of this Article.

9.03 **Jurisdiction of Sole Arbitrator or Board of Arbitration**

No matter may proceed to arbitration which has not first been carried through all of the steps of the grievance procedure in a timely fashion. The jurisdiction of the sole Arbitrator or Board of Arbitration is limited to the grievance itself and the interpretation of the Collective Agreement. The sole Arbitrator or Board of Arbitration shall not have the right to add to, delete from or otherwise amend this Collective Agreement.

9.04 **Expenses of Sole Arbitrator or Board of Arbitration**

Each of the parties to this Collective Agreement will pay the fees and disbursements of its nominee to the Board of Arbitration and will share equally the fees and disbursements of the Chair, or sole Arbitrator, as applicable.

9.05 **Restriction on Arbitrator/Nominee**

No person shall act as an Arbitrator or member of a Board of Arbitration who has been involved in attempts to settle the grievance, unless otherwise agreed in writing by the parties.

ARTICLE 10 - DISCHARGE CASES

- 10.01 A claim by an employee who has completed the probationary period that he/she has been discharged without just cause shall be treated as a grievance if a written statement of such grievance is lodged with the Chief Administrative Officer at Step Number 2 of the Grievance Procedures within five (5) working days after the employee ceases working for the Employer. Such special grievance may be settled by:
- a) Confirming the Employer's action in dismissing the employee, or
 - b) Reinstating the employee with full pay less money earned during the time lost with no loss of seniority, or
 - c) Any other arrangement which is just and equitable in the opinion of the conferring parties or the Board of Arbitration.

ARTICLE 11 - SENIORITY

- 11.01 Seniority, as referred to in this Agreement, shall mean the length of service in the employ of the Employer.
- 11.02 A newly hired employee shall be on probation for the first six (6) months of his/her employment and will have no seniority rights during that period. The dismissal, lay-off or failure to recall after lay-off of an employee during his/her probationary period shall therefore be considered as arising from the probation and shall not be subject to the grievance or arbitration proceedings set forth in this Agreement. On completion of his/her probationary period, however, the seniority of a newly hired employee shall date back to the date on which his/her employment began.

- 11.03 Seniority list will be revised every six (6) months, and a copy of the list will be posted in a readily noticeable location in January and August of each year and a copy given to the Union. If an employee does not challenge the seniority list within the first five (5) working days from the date his/her name first appears on the seniority list, then he/she shall be deemed to have proper seniority standing. The five (5) day provision above will not apply to employees absent for whatever cause but will apply upon their return to work.
- 11.04
- a) Seniority shall govern all promotions, demotions, and lay-offs within the bargaining unit, provided the employee with the longest service has the skill and ability to do the job.
 - b) Should the circumstances require a reduction in the working forces, probationary employees shall be laid off first and then starting with those with the least seniority, skill and ability.
 - c) When an employee has been laid off under section (b) of this Article and jobs have reopened, the employees shall be called back on a seniority basis, provided they have the skill and ability to do the job.
- 11.05 Seniority shall accumulate in the following circumstances only:
- a) When off the payroll due to lay-off, in which case seniority will continue to accumulate for a period of time equal to twelve (12) months.
 - b) When off the payroll due to sickness or accident, in which case seniority will continue to accumulate for a period of time equal to twenty-two (22) months.
 - c) When off the payroll due to personal leave of absence then seniority will continue to accumulate for the duration of the leave of absence granted.
 - d) When absent on vacation or on paid holidays.
 - e) When actually at work for the Employer.
- 11.06 Seniority shall terminate and an employee shall cease to be employed by the Employer when he/she:
- a) Voluntarily quits his/her employment with the Employer.
 - b) Is discharged and is not reinstated through the grievance procedure or arbitration.
 - c) Is laid off for a continuous period of twelve (12) months.
 - d) Fails to report to the Employer within five (5) working days after being recalled by the Employer following a lay-off.
 - e) Fails to return to work upon the termination of an authorized leave of absence unless a reasonable explanation is given to the Employer.
 - f) Accepts gainful employment while on a leave of absence without first obtaining the consent of the Employer in writing.

- g) Fails to return to work following a period of absence of twenty-four (24) months during which he/she was in receipt of Long-Term Disability benefits.

11.07 It shall be the duty of each employee to notify the Employer promptly of any change in address. If an employee fails to do this, the Employer will not be responsible for failure of a notice to reach such an employee.

11.08 Any employee's return after an absence due to illness or accident will be conditional on his/her supplying, when requested, a certificate from a physician that he/she is fully recovered from the sickness which caused his/her absence.

ARTICLE 12 - TEMPORARY TRANSFERS AND REASSIGNMENTS

12.01 Any employee who is temporarily transferred for a period of one (1) working day or more to another job within the same department for which the rate of pay is different from that in effect for such an employee's regular job shall be paid while so employed as follows:

- a) If the rate of pay for the job to which he/she is transferred is less than the employee's regular pay, he/she shall receive his/her own higher rate of pay.
- b) If the rate of pay for the job to which he/she is transferred is higher than the employee's regular rate of pay, he/she shall receive the higher rate of pay for the job to which he/she is temporarily transferred.

12.02 The provisions of the clause 12.01 shall also apply when an employee is temporarily reassigned from one department to the other. However, such reassignment shall not take place without the consent of the employee concerned.

ARTICLE 13 - JOB POSTING

13.01 When a job becomes vacant which the Employer intends to fill or a new job is created, it shall be posted in a readily noticeable location for a period of five (5) working days and any employee in the bargaining unit may make an application for such vacancy.

- a) In the filling of the vacancies, the Employer shall be subject to the limitations, as set forth in paragraph 11.04 relating to cases of promotions.

- b) Nothing herein shall prevent the Employer from hiring persons from outside the bargaining unit when no qualified employee applies.
- c) Any vacancy can be filled at the discretion of the Employer on a temporary basis.
- d) In the event that an employee has been selected to fill such a permanent vacancy, he/she shall be on a trial basis for a period of one calendar month, during which time and at any time during that period, the Employer may have the said employee revert to his/her old classification, if the said employee has been found not to possess the skill and ability to do the job. At any time during the same trial period of one calendar month, the employee may elect to revert to his/her old classification if he/she feels unable to satisfy the job requirements. The trial period may be terminated before the end of one calendar month by mutual consent of the employee and the Employer.
- e) Upon the creation of all new jobs, the Employer and the Union shall agree on rates of pay. If there is no agreement, the matter will be referred to Arbitration.

ARTICLE 14 - LEAVE OF ABSENCE

- 14.01
 - a) Leave of absence without pay and without loss of seniority shall be granted upon request to the Employer, to employees elected or appointed to represent the Union at Union Conventions, provided such leave does not interfere with the efficient operation of the Employer's operations. Subject to advance written request from the Union, the Employer shall charge the Union for any wages paid to an employee or employees as a result of such a leave of absence.
 - b) Representatives of the Union shall not suffer any loss of pay or benefits for total time involved in negotiations with the Employer.

14.02 The Employer shall grant leave of absence without pay and without loss of seniority if an employee requests it in writing and if the leave, in the judgment of the Employer, is for good reason and does not unreasonably interfere with the efficient operation of the Employer's operations.

ARTICLE 15 - BEREAVEMENT LEAVE

- 15.01
 - a) Upon an employee's written request to the Employer of the need to take bereavement leave, an employee shall be granted five (5) regular scheduled working days of leave, without loss of salary or wages, in the case of death of the employee's parents, spouse or child. Bereavement leave can be taken at the time of death, funeral, celebration of life, or at another appropriate time, subject to supervisor approval. The leave must be taken within twelve (12) months from the date of death.

- b) Upon an employee's written request to the Employer of the need to take bereavement leave, an employee shall be granted three (3) regular scheduled working days of leave, without loss of salary or wages, in the case of death of the employee's brother, sister, mother-in-law, father-in-law, grandparents, brother-in-law or sister-in-law. Bereavement leave can be taken at the time of death, funeral, celebration of life, or at another appropriate time, subject to supervisor approval. The leave must be taken within twelve (12) months from the date of death.
- c) Upon employee's return to work, he/she shall provide the Employer with satisfactory proof of death. It is recognized that a copy of the death notice, obituary, funeral home and/or other comparable documents that establish the date of death may serve as satisfactory proof. In cases where the death notice or obituary does not identify the relationship between the deceased and the Employee, the Employee will be required to provide alternative proof satisfactory to the Employer.

ARTICLE 16 - JURY DUTY

- 16.01 Any employee who is required to serve on a jury shall be paid the difference between the amount paid for such service and his/her normal pay computed at his/her normal hourly rate for the hours lost from work subject to the following provisions:
- a) Employees must notify the Town Clerk within one (1) working day after receipt of notice for selection of jury duty.
 - b) Employees selected for jury duty who are on other than the day shift, shall be assigned to the day shift for those days they are required to serve as jurors. In order to be eligible for such payments, the employee must furnish a written statement from the proper public official, showing the date and time served and the amount of pay received.

ARTICLE 17 - PAID HOLIDAYS

- 17.01 Regular full-time employees who satisfy the qualifying conditions set out in the Ontario *Employment Standards Act, 2000*, as amended from time to time ("the ESA"), are entitled to the following public holidays:

- 1) New Year's Day
- 2) January 2nd
- 3) Family Day
- 4) Good Friday
- 5) Easter Monday
- 6) Victoria Day

- 7) Canada Day
- 8) Civic Holiday
- 9) Labour Day
- 10) Thanksgiving Day
- 11) Remembrance Day
- 12) Christmas Day
- 13) Boxing Day

And any other day proclaimed as a public holiday by the Municipal Government.

17.02 Public holiday pay

- a) Employees entitled to a public holiday in accordance with Article 17.01 above will be entitled to the corresponding public holiday pay, based on the prescribed formula in the *ESA*, as amended.
- b) Employees who are required to work on any of the designated public holidays shall receive:
 - 1) payment equal to time and one half (1.5) their regular hourly rate for all hours worked on the public holiday; and,
 - 2) public holiday pay in accordance with Article 17.02 a) above, provided that they satisfy the qualifying conditions set out in the same article.

17.02.1 Public holiday falling on a day that is not a regular workday

When one of the above-noted public holidays falls on a day that is not a regular workday, then the preceding Friday or the following Monday or Tuesday, at the discretion of the Employer, shall be deemed to be a public holiday for the purposes of this Agreement.

17.02.2 Public holiday falling during vacation

- a) When any of the above designated public holidays are observed during an employee's scheduled vacation period, the regular full-time employee who satisfies the qualifying conditions set out in Articles 17.01 and 17.02 a) above, shall have the option of:
 - 1) Receiving both public holiday pay and vacation pay; or
 - 2) Having a substitute public holiday off with public holiday pay immediately following the vacation period, provided that he submits his request to the Employer in writing prior to the commencement of his vacation period.

17.03 Public holidays deemed hours worked

The above-noted public holidays shall be counted as hours worked for purposes of computing weekly overtime according to the employee's regular hours of work, as set out in Article 19 of the Collective Agreement hereto attached. Example: If a holiday(s) as outlined in Article 17.01 is observed during the work week and the said Holiday(s) is not worked by the employee concerned, the work week then becomes a 35- or 26-hour work week and all hours worked in excess of 35 or 26 hours shall be deemed as overtime and paid at one and one half (1 ½) times his rate of pay.

ARTICLE 18 - VACATION WITH PAY

18.01 All employees of the Employer shall be entitled to vacation time and vacation pay from the Employer. Vacation pay shall be accumulated solely on the basis of gross wages, excluding vacation pay, short-term sickness benefits and long-term disability.

18.02 Employees become eligible to schedule and use their accumulated vacation starting with the pay period after it's earned.

18.03 An employee shall accrue vacation pay in accordance with the table below:

Employees Vacation Pay Entitlement		
Number of Completed Years of Service with the Employer	Vacation Pay Entitlement	Guideline of Typical Vacation
Less than 2 years	4%	2 weeks
Two (2) years but less than eight (8) years	6%	3 weeks
Eight (8) years but less than fourteen (14) years	8%	4 weeks
Fourteen (14) years but less than nineteen (19) years	10%	5 weeks
Nineteen (19) years but less than twenty-five (25) years	12%	6 weeks
Twenty-five (25) years or more	14%	7 weeks

- 18.04 Payment of the vacation pay to an employee shall be made at the time the employee takes his/her vacation leave.
- 18.05 Vacation time must be requested in writing prior to the leave and will be scheduled at a time that is mutually agreeable. The Employer endeavours to accommodate the wishes of employees with respect to vacation scheduling requests but reserves the right to refuse or reschedule vacation for operational reasons.
Furthermore, the Employer reserves the right to schedule employees' vacation at its discretion.
- 18.06 Any unused vacation may be carried forward to the following calendar year, up to the amount specified in the "Guideline of Typical Vacation." Any vacation balance exceeding this limit will be paid out at the beginning of the next calendar year. These provisions apply only to vacation earned from 2026 onward; they do not affect vacation accumulated before 2026.

ARTICLE 19 - HOURS OF WORK

- 19.01 The regular hours of work for all employees covered by this Agreement shall be as follows:
- a) **For employees of the Recreation Department:**
Four shifts of nine (9) hours and one shift of eight (8) hours per week, averaged during and over the period of August 15th in one year and May 8th of the following year, with days off to be taken as scheduled, but shall not exceed on average forty-four (44) hours per week; and forty-four (44) hours per week composed of four shifts of ten (10) hours, Monday through Thursday, and one shift of four (4) hours on Friday, during the period of May 9th and August 14th in each year.
- b) **For all other employees:**
The working hours of the Public Works Department shall normally be from 7 a.m. to 4 p.m., Monday through Thursday, and 7 a.m. to 3 p.m. on Friday of each week; except during winter months when working hours may be advanced, at the discretion of the Employer, to satisfy winter control requirements. When working hours are so advanced, the call-out provisions per article 19.04 will not apply but all such hours worked before 6 a.m. shall be paid at the overtime rate of time and one half (1 ½).

During the winter season starting on December 1st of one year and ending on April 1st of the following year, the working hours of the Public Works Department shall normally be each week:

Monday through Thursday from 6 a.m. to 3 p.m., and from 6 a.m. to 2 p.m. on Friday.

- 19.02 Employees must give the Employer reasonable notice of intention to change a shift and shall name the employee willing to exchange such shift, subject to the approval of the Employer. In any event, it is understood that such a change in shift shall not result in any overtime payment.
- 19.03 Overtime at the rate of
- a) time and one half (1½) the employee's regular hourly rate of pay for:
 - i) All work performed over forty-four (44) hours per week;
 - ii) All work performed over nine (9) hours for a 9-hour shift and eight (8) hours for an 8-hour shift; and
 - iii) subject to sub-article (c), all work performed on a Saturday;
 - b) double (2) the employee's regular hourly rate of pay for:
Subject to sub-article (c), all work performed on a Sunday; provided, however, that overtime rates under (a) (iii) and (b) hereof shall not apply where the working days of employees are averaged.
 - c) When the working days are averaged, overtime rates shall not be payable for work performed on Saturday nor Sunday.
- 19.04 An employee who has completed his/her full daily or weekly schedule of work and who has left his/her place of employment and is called back to perform work will be paid for the time actually worked at the applicable overtime rate. Employees called back under this clause will be guaranteed a minimum of three and a half (3½) hours work at the applicable overtime rate. On call work is voluntary except in cases of emergency when it becomes mandatory.
- 19.05 There shall be no pyramiding of any premiums of overtime pay in this Agreement for the same hour worked.
- 19.06 There shall be one fifteen-minute rest period in the first half of each shift, one fifteen-minute rest period in the second half of each shift, and one thirty-minute rest period midway through each shift, to be taken at the employee's place of work.
- 19.07 Employees shall not be laid off during regular working hours to equalize overtime worked.
- 19.08 Overtime and call back time will be distributed equally among qualified employees normally performing the work.
- 19.09 When employees of the Recreation Department are assigned to work on shifts, a shift differential premium at the rate of one dollar (\$1.00) per hour shall be paid for all hours worked during the second shift only, as scheduled between the hours of 4 p.m. and 12 a.m. (midnight) from August 15 to May 8.

- 19.10 Employees shall be granted an additional one-half (½) hour of pay at the regular rate for meal purposes after three (3) consecutive unscheduled overtime hours are worked in excess of and immediately following the employee's regular shift.
- 19.11 An employee performing the work of a compressor and jackhammer operator shall receive 50¢ per hour over and above his/her regular rate of pay.
- 19.12 An employee undertaking the thawing of culverts shall receive an additional 25¢ per hour.

ARTICLE 20 - STANDBY PAY

- 20.01 The Employer may request an employee to be on standby duty for any given week, provided, however, that such a week shall be alternated amongst the employees assigned to such duty, and an employee assigned to standby duty shall receive a payment as determined below and as deemed appropriate plus overtime pay for all hours worked with a minimum of three and one half (3½) hours on call out while on standby duty.

\$270.00 per week OR \$38.57 per day

ARTICLE 21 - SAFETY

- 21.01 Both parties hereto agree to co-operate to the fullest extent reasonably possible for the prevention of accidents and the promotion of the safety, health and welfare of the employees of the Employer. To this end, the Employer and Union agree to act collectively in improving safety, first aid practices and working conditions, through the creation and activation of a Joint Safety Committee, which shall meet in January, March, May, September and November. The Committee shall have as its members the Foreman and a Union representative from the Public Works Department and the Recreation Director and a Union Representative from the Recreation Department, as well as two representatives of non-unionized employees, the Health and Safety Coordinator and one representative from Management. The chairman will alternate among Workers and Management representatives, or, in the absence of any volunteer, the Health and Safety Coordinator will act as chairman. Copies of the report of each meeting will be sent to the Union and the Employer and posted on the employees' bulletin boards.

Members of the Committee shall be allowed such time from work as is necessary to attend meetings of the Committee and to complete required duties or tasks by the Committee, during which time they shall be paid at their regular or premium rate, as may be appropriate. Employees requesting paid time from work to complete duties and tasks required by the Committee will detail the duties and tasks performed and the time taken to perform them in writing, which they will then submit to the Employer for approval.

21.02 It shall be the duty of the employees to make use of all protective safety devices and equipment made available by the Employer.

21.03 Mechanics and employees working on the operation of flusher will be supplied with coveralls. Employees will be supplied with rubber boots, rainwear and rubber gloves when they perform work in wet conditions. The Employer shall also provide a locker for each employee in order to keep his/her change of clothing and rainwear.

21.04 At the beginning of each calendar year, the Employer shall provide a safety footwear allowance of two hundred and fifty dollars (\$250) to each Employee and five hundred dollars (\$500) to certified mechanics, except for newly hired employees undergoing a period of probation.

All employees are required to wear appropriate safety footwear while at work. Employees who do not comply with this requirement will be ineligible to work until compliant footwear is obtained and worn; any resulting absence or lost time will be unpaid.

21.05 **PRESCRIBED SAFETY GLASSES**

The Employer will supply all employees with prescribed safety glasses every two years, up to a maximum of two hundred dollars (\$200).

ARTICLE 22 - INJURY ON THE JOB

22.01 Any employee injured on the job and requiring medical attention by a doctor shall be paid for the balance of his/her shift in which the injury occurred. The Employer shall supply transportation to the hospital or the doctor's office and back home if needed afterwards on the day of injury.

ARTICLE 23 – WAGES

23.01 The salary scales for annual wage increases in 2026 and 2027 shall be adjusted for inflation using a five-year rolling average of the Ontario Consumer Price Index – All Index, excluding data from the current year. Specifically, the 2026 inflation calculation shall be based on the December data from 2020 to 2024, while the 2027 inflation calculation shall utilize the December data from 2021 to 2025.

Schedule "A" attached hereto titled "Wages and Classifications" is hereby made a part of this Agreement, and the 2025 salary scale outlined therein shall serve as the baseline for calculation purposes. Schedule "A" shall be updated annually to incorporate the applicable wages for that year, and a copy shall be provided to the Secretary of the Union and the representative of the Canadian Union of Public Employees prior to December 31st of the preceding year.

23.02 Pay Day shall be every second Friday to be deposited in the employee's bank account by the end of the scheduled day shift except when a holiday falls on that day in which case the following day shall be deemed to be the Pay Day. The Employer reserves the right to hold back one week's pay from each employee.

ARTICLE 24 – FRINGE BENEFITS

24.01 **Health Insurance Plan**

The Employer shall maintain and pay one hundred percent (100%) of the billed premium cost of the Health Insurance Plan for all permanent employees who have completed their probation period, and their dependents. Details on the health benefits coverage can be found in the *Benefit Plan Booklet for Union Employees* provided by the Insurer.

Health Summary (*this is not an exhaustive list and is provided for informational purposes*):

- Drug Plan: with a co-pay of \$1.50 per prescription for Generic Drugs and a co-pay of \$5.00 per prescription for Brand Name Drugs
- Hospital Accommodation: semi-private room
- Hearing Care: \$500 every 36 months
- Paramedical Practitioners: \$700 per calendar year for employees and dependants (spouse and children under age 21 or under age 25 if registered as a full-time student) for all types of practitioners combined
- Vision: \$400 every 24 months for every member of the family and one eye examination every 24 months, up to \$100
- Dental Benefits: unlimited for all Basic and Comprehensive Basic Services, \$2,500 every 12 months for major services (with a co-pay of 40%) and \$3,000 per lifetime for orthodontics (with a co-pay of 50%).

Life Insurance Plan

The Employer agrees to maintain and pay one hundred percent (100%) of the billed premium cost of the following Life Insurance benefits for all permanent employees who have completed their probation period:

Plan Member Life

Benefit Formula:

- 200% of annual earnings, rounded to the next higher \$1,000 if not already a multiple thereof

Benefit Amount Without Evidence:

- The maximum amount available without medical evidence satisfactory to the current insurance provider is \$425,000

Benefit Amount With Evidence:

- The maximum amount available with medical evidence satisfactory to the current insurance provider is \$750,000

Benefit Reduction:

- Reduces by 50% when the Plan Member attains age 65

Coverage Termination Age:

- When the Plan Member attains age 70 or retires, whichever comes first

Dependent Life

Maximum Benefit Amount:

- Spouse \$15,000
- Child \$7,500 for each dependent child to age 21 (25 or under if at school on a full-time basis)

Coverage Termination Age:

- When the Plan Member attains age 70 or retires, whichever comes first
 - o Spouse: When the Plan Member attains age 70 or retires, whichever comes first
 - o Child: When no longer an eligible Dependent

Plan Member Accidental Death & Dismemberment (AD&D)

Benefit Formula:

- 200% of annual earnings, rounded to the next higher \$1,000 if not already a multiple thereof

Benefit Amount Without Evidence:

- The maximum amount available without medical evidence satisfactory to the current insurance provider is \$425,000

Benefit Amount With Evidence:

- The maximum amount available with medical evidence satisfactory to the current insurance provider is \$750,000

Benefit Reduction:

- Reduces by 50% when the Plan Member attains age 65

Coverage Termination Age:

- When the Plan Member attains age 70 or retires, whichever comes first

24.03 **Long-Term Disability**

Except for newly hired employees undergoing a probation period, permanent employees shall be covered by a Long-Term Disability (LTD) group insurance plan whereby eligible employees will receive a monthly indemnity equivalent to 75% of their regular wages less primary CPP offsets, to a maximum taxable benefit of two thousand five hundred (\$2,500) dollars per month, commencing one month after the completion of an "Elimination Period" of 17 weeks, until the Terminal Age of sixty-five (65). The terms conditions and benefits of said LTD, as set forth by the Insurer, are outlined in **Appendix "B"** to this Agreement.

24.04 It is understood that the Employer may at any time substitute another carrier for any Insurance Plan provided the benefits conferred thereby are not in total decreased. Before making such substitution, the Employer shall notify the Union to explain the proposed change. Upon a request by the Union, the Employer shall provide to the Union full specifications of the benefit programs contracted for, and in effect for employees covered herein.

24.05 **Pension Plan**

In addition to the Canada Pension Plan, every employee shall join the Ontario Municipal Employees Retirement System ("**OMERS**"). The Employer and the employee shall make contributions in accordance with the provisions of the **OMERS** Plan.

24.06 **Short-Term Sickness Benefit**

- Except for newly hired employees undergoing a period of probation, and subject to the limitations prescribed elsewhere in this section, permanent employees who are unable to work due to disability resulting from illness or accident shall be paid seventy-five (75%) percent of their regular basic wage or salary during any such period of disability, up to a maximum period of seventeen (17) weeks.
- Employees shall apply for Employment Insurance sick leave for weeks 2 through 17 of any legitimate illness or injury and the Employer will assist the employee in making said application. The Employer will top-up Employment Insurance payments up to 75% of the employee's regular basic wage or salary.

The Employer shall maintain the short-term sickness insurance payments without interruption at the rate specified in article 24.06 a) and for the number of weeks approved by a qualified medical practitioner pursuant to article 24.09 up to a maximum of 17 weeks and the employee shall provide to the Employer all amounts he/she receives in Employment Insurance sick leave benefits.

- 24.07 Recurrent period of disability separated by less than two (2) weeks of full-time work shall be considered one period of disability for purposes of calculating remaining weeks under the Short-Term Sickness Benefit unless the subsequent disability is due to an injury or disease entirely unrelated to the causes of the previous disability, and commences after the employee has returned to active full-time work.
- 24.08 With the exception of any Employment Insurance sick leave benefits the employee shall receive and remit in accordance with Article 24.06, benefits under the Short-Term Sickness Benefit shall not be payable where the employee receives other benefits in respect of disability or where the disability results from:
- a) Injuries or sickness for which benefits are payable under the Workplace Safety and Insurance Board (WSIB).
 - b) Self-inflicted injuries;
 - c) committing or attempting to commit a criminal offence;
 - d) the abuse of drugs or alcohol, unless medical proof of substance dependence is provided by the employee;
 - e) injuries or sickness which commenced while the employee was not actively employed on account of lay-off, leave of absence, strike or unauthorized absence;
 - f) pregnancy, for the period of formal maternity leave for which employment insurance maternity benefits are paid.
 - g) Parents of a newborn or newly adopted child for the period of formal parental leave for which employment insurance parental benefits are paid.
- 24.09 In order to qualify for Short-Term Sickness Benefits, an employee shall:
- a) be required to produce proof of sickness in the form of a medical certificate from a duly qualified medical practitioner in all cases of sickness of more than three (3) working days, and may be required to do so, or to provide other satisfactory evidence of illness for any period of absence;
 - b) notify his/her superior as soon as possible, within one (1) hour after the beginning of his/her shift unless prior notification has been given.
- 24.10 **Disputed WSIB Claims**
- If an employee so requests, he may receive sick leave payments while awaiting results from his disputed WSIB claim. If the WSIB claim is subsequently established, the employee will then repay the Employer or the insurance company, as applicable, the amount that has been paid to him during the disputed period.

24.11 Soft Drink Machine

The employees shall have the right to install a soft drink machine in the Public Works Garage situated at 416 George Street, in the Town of Hearst, provided, however, that the Local Union 1536 shall assume the entire responsibility for its operation and maintenance and that the said Local shall save the Employer harmless from all claims for losses and damages that may arise from its operation nor shall it hold the Employer responsible for its operation or maintenance.

24.12 Benefits for Early Retirees

For employees having attained 55 years and opting for early retirement under the OMERS plan, the Employer agrees to pay the premiums for the dental plan, the drug plan, the vision care plan, semi-private hospitalization and life insurance benefits. Eligibility for these benefits requires a minimum of five (5) consecutive full-time years of service with the Employer prior to retirement. The duration of benefits will correspond to one (1) year for each year of completed service or will terminate once the employee reaches the age of 65, whichever occurs first.

ARTICLE 25 – FLEXIBLE DAYS

25.01 Employees shall be entitled to take sixteen (16) paid hours off annually, as flexible days.

25.02 Flexible days shall not be cumulative from one year to the next and shall be taken at a time agreed upon by the employee and the supervisor.

25.03 The use of flexible days as time off will be subject to approval by the supervisor and all authorizations shall consider the demands of the department.

25.04 Eligibility for flexible days is subject to the successful completion of the employee probationary period.

ARTICLE 26 - NO STRIKES, NO LOCKOUTS

26.01 In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that during the life of this Agreement, there will be no strikes, and the Employer agrees that there will be no lock-outs.

ARTICLE 27 - BULLETIN BOARDS

- 27.01 The Employer shall provide a bulletin board upon which the Union shall have the right to post notices of meetings and other Union business and affairs as may be of interest to the employees. Before posting, such notices must be approved by the Chief Administrative Officer or his/her designate.

ARTICLE 28 - MISCELLANEOUS

- 28.01 The Employer agrees to pay retroactivity to all employees who left the employ of the Employer since **January 1st, 2026**.

ARTICLE 29 – TERMINATION

- 29.01 This Agreement shall be in effect from January 1st, 2026, and shall remain in effect until December 31st, 2027, and unless either party gives to the other a written notice of termination or of a desire to amend this Agreement, then it shall continue in effect for a further year without change.
- 29.02 Notice that amendments are required, or that either party intends to terminate this Agreement, may only be given within a period of not more than ninety (90) days and not less than thirty (30) days prior to the expiration date of the Agreement or any anniversary date of such expiration date.
- 29.03 If notice of amendments or termination is given by either party, the other party agrees to meet for the purpose of negotiations within twenty-five (25) days of the giving of such notice, if requested to do so.
- 29.04 For interpretations and application of the terms of the Collective Agreement, the official contract language will be the English language.

IN WITNESS WHEREOF each of the parties hereto has caused this Agreement to be signed by its duly authorized representatives on this 21st day of January 2026.

**FOR THE EMPLOYER –
THE CORPORATION OF THE TOWN
OF HEARST**

FOR THE UNION – CUPE LOCAL 1536

Roger Sigouin

Steve Rochette
Steve Rochette (Jan 21, 2026 11:06:41 ET)

Annie Lemieux

Gerald Beaulieu
Gerald Beaulieu (Jan 21, 2026 16:22:03 EST)

Gilles Guindon
Gilles Guindon (Jan 21, 2026 04:47:24 EST)

SCHEDULE "A" - WAGES AND CLASSIFICATIONS

	3.48% 2025	% 2026	% 2027
CARETAKER (ARENA)	30.35	31.38	TBD
CARETAKER (ICEMAKER) (NOTE 1)	31.98	33.07	TBD
LEAD CARETAKER (NOTE 2)	34.75	35.93	TBD
LABOURER (GENERAL)	30.35	31.38	TBD
SKILLED LABOURER (NOTE 1)	31.98	33.07	TBD
SPAREMAN (NOTE 3)	33.12	34.25	TBD
EQUIPMENT OPERATOR I	32.15	33.24	TBD
EQUIPMENT OPERATOR II (NOTE 4)	33.12	34.25	TBD
GRADER OPERATOR	33.12	34.25	TBD
WORKING FOREMAN (NOTE 2)	35.52	36.73	TBD
CERTIFIED MECHANIC	40.02	41.38	TBD
LABOURER (CASUAL) (NOTE 5)	26.17	27.06	TBD
PROJECT LEADER (NOTE 7)	33.59	34.73	TBD

TBD: To be determined

NOTES:

1. One year as Labourer or Caretaker, subject to evaluation
2. While so employed - by selection
3. Two years as Skilled Labourer, subject to evaluation and vacancy
4. One year as Equipment Operator I, subject to evaluation
5. For special projects
6. While so employed per established job description

APPENDIX "A" – STANDARD ADMINISTRATIVE INSTRUCTIONS AND CORPORATE REGULATIONS

GENERAL

These instructions and regulations are intended for ensuring efficiency in every department of the Corporation and the proper conduct of the employees while on duty, and to promote uniformity of policies for all outside employees of the Corporation engaged in the Public Works and Recreation Departments.

All municipal employees are in effect the employees of the ratepayers and every person working for the Municipality is expected to do any and all work during a 44-hour work week.

INSTRUCTIONS

1. Attendance

- a) The working hours of the Public Works Department are from 7 a.m. to 4 p.m., Monday through Thursday, and 7 a.m. to 3 p.m. on Friday of each week except for the winter season between December 1st of one year to April 15 of the following year where working hours are modified in accordance with article 19.01b).
- b) The regular working hours for the Recreation Department shall consist of eight (8) or nine-hour (9) shifts, between 7 a.m. and midnight, as outlined in article 19.01 a). The shifts shall be arranged so that no employee shall work in excess of 53 hours in any one week and 88 hours in any consecutive two (2) week period, and that each employee shall have four (4) days off during any such consecutive two-week period.

An employee reporting to work late or quitting early shall forfeit 15 minutes pay for being late from 3 to 15 minutes, 30 minutes pay for being late 16 to 30 minutes and so on.

Attendance shall be recorded by punching time cards every day as follows:

- i) at the start of the shift assigned to;
- ii) at the conclusion of the shift.

For failure to do so, the employee shall be warned and on the third offence, he/she shall forfeit 15 minutes pay.

2. Absence from work:

- a) **Late:** Any employee found reporting late to work a fourth time without satisfactory reason shall be disciplined in the manner set out in the regulations which follow, after having been warned on previous late arrivals.

- b) Absence with Permission: Permission for absence from work for reasons other than sickness or leave of absence may only be obtained from the Foreman or Department Head one day prior to the absence. An exception to this rule will be made in the case of emergency absence for cause. In the latter case, permission will have to be sought from the Foreman prior to the commencement of the first half or prior to the commencement of the second half of the employee's shift.
- c) Unexcused Absence: Means failing to report to work without reasonable excuse. Any employee found not reporting to work without reasonable excuse shall be disciplined in the manner set out in the regulations which follow.

3. **Rest Periods:**

Employees are allowed one 15-minute rest period or coffee break in the first half of each shift, one 15-minute rest period or coffee break in the second half of each shift, and one 30-minute rest period midway through each shift, to be taken at the employee's place of work.

4. **Municipal Vehicles:**

- a) Only licensed operators are allowed to drive or operate the vehicles and heavy equipment of the Municipality as prescribed by the provisions of the Highway Traffic Act.
- b) No employee shall be allowed to use municipal vehicles to drive to and from work, or cartage. All vehicles are to be left in the Town yard or garage overnight. Employees on standby duty, after regular working hours, may be allowed by the Foreman to drive and keep a municipal vehicle at home, overnight, should it be required to perform on call service.

5. **Municipal Property:**

No employee shall be allowed to remove any property of the Municipality such as gasoline, lubricants, mechanical parts, tools and equipment for his/her own personal use or that of others. Under no circumstances or consideration shall employees be allowed to use the facilities of the municipal buildings and tools to effect repairs on private vehicles, neither during nor after working hours. There shall be no storage of private vehicles in the municipal buildings for whatever reason except that the Foreman may authorize the storage of an employee vehicle during working hours only for thawing purposes. It shall be the duty, in the absence of the Foreman or the Department Head, of the last employee to leave the premises to ensure that all doors leading into the buildings of his/her place of work are properly locked and the premises secured.

6. Miscellaneous:

The Foreman or the Department Head, or their designated replacement, is the sole person who has authority to give orders to the employees engaged within his/her Department, and no other employee.

NOTE:

The term "Vehicle" referred to herein means a vehicle as defined in the Highway Traffic Act of Ontario.

NATURE OF OFFENCE & DISCIPLINARY MEASURES

LEGEND: <i>W= Warning, S= Suspension (3 days), D=Discharge</i>		DISCIPLINARY MEASURES		
		<i>1ST</i>	<i>2ND</i>	<i>3RD</i>
1.	<i>Refusal to obey a reasonable order</i>	<i>S</i>	<i>D</i>	
2.	<i>Striking or bullying</i>	<i>D</i>		
3.	<i>Using abusive language</i>	<i>S</i>	<i>D</i>	
4.	<i>Bringing and/or consuming intoxicants on the job or while on duty</i>	<i>D</i>		
5.	<i>Smoking in prohibited areas</i>	<i>W</i>	<i>S</i>	<i>D</i>
6.	<i>Attempt to destroy or carelessly damaging or destroying Municipal property</i>	<i>W</i>	<i>S</i>	<i>D</i>
7.	<i>Willful destruction of Municipal property</i>	<i>D</i>		
8.	<i>Theft or unauthorized removal of Municipal property</i>	<i>D</i>		
9.	<i>Use of Municipal equipment for own purpose or gain</i>	<i>W</i>	<i>S</i>	<i>D</i>
10.	<i>Use of Municipal buildings for own purpose or personal gain</i>	<i>W</i>	<i>W</i>	<i>S</i>
11.	<i>Failure to secure premises when required to do so</i>	<i>W</i>	<i>W</i>	<i>S</i>
12.	<i>Unauthorized use of Municipal Vehicles</i>	<i>W</i>	<i>S</i>	<i>S</i>
13.	<i>Willful neglect of a duty</i>	<i>W</i>	<i>S</i>	<i>D</i>
14.	<i>Sleeping while on duty</i>	<i>W</i>	<i>S</i>	<i>D</i>
15.	<i>Reporting to work under the influence of intoxicants</i>	<i>S</i>	<i>S</i>	<i>D</i>
16.	<i>Reporting to work late a fourth time without reasonable cause</i>	<i>S</i>	<i>D</i>	
17.	<i>Unexcused absences or absences from work without permission</i>	<i>W</i>	<i>S</i>	<i>D</i>
18.	<i>Loitering when assigned to duty</i>	<i>W</i>	<i>S</i>	<i>D</i>
19.	<i>Disorderly conduct or fighting with fellow employees</i>	<i>S</i>	<i>D</i>	
20.	<i>Disorderly conduct, assaulting or fighting with a ratepayer or citizen</i>	<i>D</i>		
21.	<i>Punching someone else's card with intent to commit fraud</i>	<i>S</i>	<i>S</i>	<i>D</i>
22.	<i>Permitting someone else to punch his card with intent to commit fraud</i>	<i>S</i>	<i>S</i>	<i>D</i>
23.	<i>Falsifying one or more punch cards</i>	<i>W</i>	<i>S</i>	<i>D</i>
24.	<i>Neglecting to punch card except under circumstances beyond his control</i>	<i>W</i>	<i>W</i>	<i>S</i>
25.	<i>Failure to use safety devices, equipment, wear and materials supplied by the employer</i>	<i>W</i>	<i>S</i>	<i>D</i>
26.	<i>Reporting to work without adequate safety footwear following a second request to comply</i>	<i>W</i>	<i>S</i>	<i>D</i>

NOTE:

1. Save and except for the nature of offences numbered 2, 4, 7, 8 and 20, a repetition of the offence shall be treated as a first offence after the expiration of twelve (12) months from the date of the last same offence.
2. Where the disciplinary measure to be taken on the third offence is a suspension, the fourth and subsequent offences of the same nature shall be treated as third offences.

APPENDIX "B" - INSURER TERMS, CONDITIONS AND BENEFITS

Long-Term Disability Benefit

General Benefits

The primary function of the benefit is to provide an income to an employee during extended periods of disability. This income is payable monthly and is referred to as the Monthly Indemnity. To avoid duplicating coverage usually provided for shorter periods of disability by an Employer's Short-Term Sickness Benefit Plan, the long-Term Disability Benefit makes use of an Elimination Period.

Payment of the Monthly Indemnity to a totally disabled employee will commence one month after the completion of the Elimination Period. An employee is considered to be totally disabled, if, during the Elimination Period and the next following twenty-four months, (the "occupationally disabled period"), he/she is continuously prevented from performing each and every duty of his/her normal occupation, as a result of bodily injury, sickness or disease. After the "occupationally disabled period", the employee is considered to be totally disabled only if he/she is then prevented from engaging in any occupation for which he/she is, or becomes, reasonably qualified by education, training or experience.

The Monthly Indemnity continues to be payable while the employee remains totally disabled in accordance with these definitions, but not beyond the Terminal Age. The amount of Monthly Indemnity payable to an employee will be based on a percentage of his/her insured earnings at the time total disability commences.

Limitations

Payment will not be made for any period of total disability:

- a) during which the employee is not under the regular care of a doctor;
- b) during which the employee is working for wage or profit, other than Rehabilitative Employment;
- c) during any period the employee, is on a pregnancy or parental leave of absence, mutually agreeable to her and your Company or to which she is entitled under Provincial Statute.
- d) due to or resulting from any of the following:
 - i) intentionally self-inflicted injuries, or attempted suicide;
 - ii) commission or attempted commission of a criminal offence;
 - iii) war, declared or undeclared, or active duty in any armed service during a time of war, or participation in a riot, rebellion or insurrection.

If the total disability of an employee arises from a mental or nervous condition, payment will not be made unless:

- a) for the first 12 months after completion of the Elimination Period, the employee receives medical treatment from either:
 - i. a registered specialist in psychiatry, or
 - ii. a doctor under the direction of a registered specialist in psychiatry, or
 - iii. doctor approved by the current insurance provider.

- b) After the 12 months referred to above, the employee is confined in a hospital or is unable to engage in any occupation for which he/she is or becomes reasonably qualified by education, training or experience.

Additional Limitations

Payment will not be made for any period of disability:

- a) due to the abuse of drugs or alcohol unless:
 - i. the employee is confined in a hospital or is satisfactorily participating in an approved rehabilitation program which commenced during the Elimination Period, or,
 - ii. there is also organic disease present.

- b) due to an illness which existed on the date of commencement of the employee's insurance unless:
 - i. he/she has been insured for 13 weeks during which he/she has been continuously actively at work on full-time and has not received medical services for such illness, or
 - ii. total disability commenced after he/she has been insured for twelve (12) months.

MEMORANDUM OF AGREEMENT

BETWEEN:

THE CORPORATION OF THE TOWN OF HEARST

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1536

The terms and conditions of this Memorandum of Agreement shall apply only and exclusively to the two special categories of employees hereunder defined:

- a. employees hired under government employment stimulation program, and
- b. disadvantaged youth facing special difficulties, hired for purposes of habilitation or rehabilitation.

1. The provisions of the current Collective Agreement which expires on December 31st, 2027 shall apply to all "special employees" hereabove defined, except for the following exceptions and conditions.

2. Rates of pay

Skilled Employee:	as per rate for Labourer (general).
Labourer:	as per rate for Casual Labourer.
Disadvantaged Youth:	at least 60% of Casual labourer.

3. Seniority

Seniority will not accumulate for these employees for the duration of their respective employment program or specified period of employment, as appropriate, except if they are retained beyond such period when the provisions of the seniority clause (article 11) shall apply from the date of hire.

4. Benefits

Special employees shall not be entitled to the welfare benefits provided for in Article 24, but shall receive in lieu an allowance of eight percent (8%) of their gross bi-weekly wages. Such allowance shall be in addition to the four percent (4%) vacation pay provided for in article 18.03 of the Collective Agreement.

5. Equipment

Special employees shall not be used to operate municipally owned equipment other than light trucks and small equipment such as lawn mowers.

6. Disadvantaged Youth

Disadvantaged Youth shall not be used to replace regular employees, but are to work under the supervision of designated regular employees.

7. Work Seniority

Work performed during or resulting from the hiring of special employees shall not result in the lay-off, demotion or displacement of any regular employee in the bargaining unit.

This memorandum shall be effective from the **1st day of January, 2026 to the 31st day of December, 2027** without prejudice to either party.

IN WITNESS WHEREOF each of the parties hereto has caused this Agreement to be signed by its duly authorized representatives on this 21st day of January 2026.

**FOR THE EMPLOYER –
THE CORPORATION OF THE TOWN
OF HEARST**

FOR THE UNION – CUPE LOCAL 1536

Roger Sigouin
2026-01-21 16:22:45 EST

Steve Rochette
Jan 21, 2026 19:06:45 EST

Annie Lemieux
2026-01-21 16:22:45 EST

Gerald Beaujeu
Jan 21, 2026 16:22:45 EST

Gilles Guindon
Jan 21, 2026 04:47:24 EST

LETTER OF UNDERSTANDING – ACCUMULATED TIME

BETWEEN:
THE CORPORATION OF THE TOWN OF HEARST
and
THE CANADIAN UNION OF PUBLIC WORKS AND LOCAL 1536

The above parties agree to respect the following conditions concerning accumulated time:

1. In the case of overtime hours worked and Standby Pay, an employee has the choice to be paid or ask to bank the accumulated time under their name.
2. The accumulated time of an employee may never exceed the equivalent of 160 hours.
3. The amount of accumulated time shall be calculated and displayed as a monetary value on the employee's pay slip.
4. Employees commit to use their accumulated time on a regular basis so as to maintain a relatively small amount of accumulated time.
5. Only accumulated time in the current year will be paid, while those of previous years must be used through time off.
6. The utilization of accumulated time through time off will be subject to approval by the employee's Department Head, and all authorizations will take into account the demands of the employee's department.
7. The utilization of accumulated time during the winter season commencing the 1st of November of any given year and terminating the 30th of April the following year, will not be authorized unless the situation is judged to be of urgency to the employee.

Dated this 21st day of January, 2026

**FOR THE EMPLOYER –
THE CORPORATION OF THE TOWN
OF HEARST**

FOR THE UNION – CUPE LOCAL 1536

Roger Sigouin

Steve Rochette [Jan. 21, 2026 19:06:45 EST]

Annie Lemieux

Gerald Beaulieu [Jan 21, 2026 16:22:03 EST]

Gilles Guindon [Jan 21, 2026 04:47:24 EST]