

# **COLLECTIVE AGREEMENT**

**BETWEEN:**

**THE TOWNSHIP OF MANITOUWADGE**

(hereinafter referred to as the "Employer")  
of the first part

**AND:**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 3487**

(hereinafter referred to as the "Union")  
of the second part

**TERM OF AGREEMENT: April 1, 2025 to March 31, 2029**

kd/cope 491

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## **ARTICLE 1 - PURPOSE**

- 1.01 The purpose of this agreement is to maintain a harmonious relationship between the Employer and its Employees; to provide an amicable method for fairly and peacefully adjusting any disputes which may arise between the Employer and its Employees and maintaining a healthy work life balance.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

- 2.01 The Union recognizes and accepts that it is the exclusive right and function of the Employer to hire and dismiss Employees for just cause, to administer and manage any and all of the affairs of the Corporation of the Township of Manitouwadge without reservation, except as specifically limited by this agreement.

## **ARTICLE 3 - BARGAINING UNIT**

- 3.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all its Employees, save and except: Officers of the Corporation, Department Heads, Public Works Supervisor, Office, Clerical, Library Staff, By-law Enforcement Officer and any other persons employed under a program which is funded either wholly or partially from any source other than the Employer and in particular but not restricting the generality of the foregoing, Summer Work Programs or Canada Works Programs.

The Employer will not direct supervisory personnel or Public Works Supervisor to perform work for the purpose of depriving a bargaining unit Employee of their regular work. Notwithstanding the foregoing, a supervisor may perform such work while instructing Employees or if no qualified Employees are available for experimentation, demonstration or where there is an emergency. For the purposes of this article only, Leadhand shall not be deemed to mean supervisory personnel.

## **ARTICLE 4 - DEFINITIONS**

- 4.01 "Employee" shall include only such persons coming within the scope of the bargaining unit described in Article 3 and who have completed their probationary period.
- 4.02 "Regular Full-Time Employee" shall mean an Employee who has successfully completed their probationary period and whose length of appointment is indefinite.
- 4.03 "Regular Part-Time Employee" is defined as any person who:

- (a) is employed on a predetermined schedule of up to thirty (30) hours per week; and
- (b) is covered by the terms and conditions of this collective agreement, except for Articles 15.01(a), (b), and (c); 15.07; Article 20 and Article 22 (but 22.01 applies to the extent that the Regular Part-Time Employee requires the listed items in their Regular Part-Time position); and
- (c) Notwithstanding 4.03(a) above, in the event of sickness, vacation or other circumstances (including but not limited to: putting ice in at the Recreation Centre, Frosty Days and pool start up), the Employer shall endeavor, where practical, to fill any available shift with and offer any extra hours to qualified Regular Part-Time Employee.

Regular Part-Time Employees do not acquire Regular Full-Time Employee status by virtue of their "filling-in" for Regular Full-Time Employees.

4.04 "Casual Employee" is defined as any Employee who:

- (a) is employed on a relief or replacement basis and is also available for call-ins as circumstances demand. It is understood that the use of casual Employees will not result in the loss or reduction of regular hours of work for Regular Full-Time Employees, Regular Part-Time Employees and Permanent Seasonal Employees;
- (b) Is covered by the terms and conditions of this collective agreement except for Article 14 (but Article 14.03 applies and Article 14.07 will apply once the Employee is no longer probationary), Article 15, Article 17 (but 17.04(b) applies), Article 18 and Article 20; Article 22. (but 22.01 applies to the extent that the casual Employee requires the listed items in their casual position).
- (c) The Employer shall include Casual Employees on its seniority list. Seniority for Casual Employees shall be separated from Regular Full-Time Employees, Regular Part-Time Employees and Permanent Seasonal Employees. Casual Employees shall accumulate seniority based on hours worked (e.g. 2080 hours = one year). Seniority is on a bargaining unit wide basis;
- (d) Casual Employees are entitled to bid on internal postings;
- (e) Casual Employees who successfully post to permanent positions will have their seniority as Casual Employees recognized;
- (f) Casual Employees will be removed from the seniority list if: they resign from their employment or who cannot be contacted by the Employer or

who is unable or unwilling to work three (3) times within a six (6) month period or does not work for twelve consecutive months, due to unavailability of work, may be terminated.

Notwithstanding the above, a Casual Employee shall be permitted to designate a mutually agreed upon, two-week period every six months in which the Employer is not to contact them to offer work.

- (g) Casual Employees will be placed on a call-in list in order of seniority. Opportunities for casual work will be offered to qualified Casual Employees in order of seniority on a rotation basis;

4.05 "Student" is defined as any person who:

- (a) is in full-time attendance at a secondary or post-secondary institution, and provides proof satisfactory to the Employer of their attendance at, and their intent to resume their education during or after their term of employment;
- (b) shall not be used to displace bargaining unit personnel, or to deprive bargaining unit personnel of training or overtime opportunities. It is understood that students are not depriving bargaining unit personnel of overtime opportunities when the students are performing work of the bargaining unit during regular working hours;
- (c) if assigned to perform bargaining unit work, will be assigned to do so in the company of a bargaining unit Employee. It is understood and agreed that bargaining unit work for purposes of this Article does not include: grass cutting, sweeping and other unskilled tasks.

4.06 "Steward" is an Employee elected (or appointed to fill a vacancy temporarily) by the members of the bargaining unit and duly accredited in writing to represent an Employee or Employees in presenting a grievance to the Employer.

4.07 "Chief Administrative Officer (CAO)" or designate shall mean the Chief Administrative Officer or designate of the Corporation of the Township of Manitouwadge or their designate.

4.08 "Arbitration Board" may include a single arbitrator.

4.09 "Immediate Supervisor" shall include only such Employees designated that are not members of the bargaining unit.

4.10 All reference to "spouse" in this Collective Agreement shall include common-law and/or same sex partner.

- (a) are married to each other; or
- (b) are not married to each other and are living together in a conjugal relationship:
  - i) continuously for a period of not less than one (1) year, or
  - ii) in a relationship of some permanence, if they are the natural or adoptive parents of a child, both as defined in the Family Law Act, 1986.

4.11 "Permanent Seasonal Employee" (Golf Course and Ski Hill) is defined as any person who:

- (a) is employed on a predetermined schedule of not more than six (6) consecutive months per every twelve (12) month period. In determining the start of the twelve (12) month period mentioned herein, the first day of employment will be the deciding factor;
- (b) is covered by the terms and conditions of this collective agreement except for Articles 15.01 (a) (b) Hours of Work); 15.07 (Sharing of Overtime); 20.00 (Health and Welfare Programs); 22.00 (but 22.01 applies to the extent that the "Permanent Seasonal Employee requires the listed items in their Permanent Seasonal position).

## **ARTICLE 5 - RELATIONSHIP**

### **5.01 No Discrimination**

Each of the parties hereto agrees that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced upon any Employee on account of membership or non-membership in any trade union or association or because of their activity or lack of activity in the Union or by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, religious or political affiliation, creed, sex, sexual orientation, age, record of offences, marital status, family status or disability.

### **5.02 Compliance to Acts**

The Employer and the Union agree that in applying this agreement, they will comply with the provisions of the Ontario Human Rights Code, the Labour Relations Act and the Occupational Health and Safety Act of Ontario.

### **5.03 Prohibition of Union Activities**

The Union agrees that neither it, nor its officers, agents representatives and

members will engage in union activities (including solicitation for membership, collection of dues) on Employer time or on Employer property except as authorized by this agreement. The parties further agree that union representatives have their regular duties and responsibilities to perform for the Employer and they will not leave their regular duties without first obtaining permission from their immediate supervisor or designate. Such time away from regular duties shall be used for the prompt handling of grievances, or attending at joint meetings with the Employer, and shall be without loss of pay.

## **ARTICLE 6 - NO STRIKE OR LOCK-OUT**

6.01 In view of the orderly procedures established by the agreement and the provisions of the Labour Relations Act, the Employer and the Union agree that there shall be no strike, picketing, work stoppage, either complete or partial, interruption or interference with operations or lock-out during the term of the agreement.

The words "strike" and "lock-out" as used herein are agreed to have the meanings as set out in the Labour Relations Act.

Any Employee who participates in or instigates any unlawful strike, picketing, work stoppage, either complete or partial, or other interruption with the operation shall be subject to discipline or discharge by the Employer.

## **ARTICLE 7 - UNION SECURITY**

### 7.01 Union Membership

All present Employees of the Employer, falling within the scope of the bargaining unit, 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 falling within the scope of the bargaining unit, shall, as a condition of continued employment, become and remain members in good standing in the Union upon their first day of employment.

### 7.02 Deduction of Union Dues

Subject to Article 47 of the Labour Relations Act, Union dues or other assessments levied in accordance with the Union Constitution and by-laws will be deducted as of the date of hire from the wages of all Employees in the bargaining unit, whether or not the Employee signs an authorization card.

Deductions shall be made bi-weekly and shall be forwarded to the National

Secretary-Treasurer of the union no later than the fifteenth (15) day of the following month accompanied by a list of names, classifications and regular hours worked of all Employees from whose wages the deductions have been made. The Employer will provide a copy of the above information to the Local Treasurer or designate, where identified in writing. Newly hired, terminated, laid-off retired recalled Employees on sick leave and or WSIB will be identified on such list.

The National Secretary-Treasurer of the Union shall certify to the Employer the method of calculation of all such dues and other assessments as applicable to each Employee and the Union shall hold the Employer harmless with respect to all dues and other assessments so deducted and remitted in a reliance upon the National Secretary-Treasurer's Certificate.

When Income Tax T-4 slips are prepared, the Employer will type on each slip, the total amount of regular Union dues deducted during the previous year from the employee's wages pursuant to this Article.

#### 7.03 New Employees

The Employer shall provide the Union with the names, addresses and phone numbers of all new Employees within one week of being hired.

The Union Steward or representative will be allowed one half (1/2) hours to meet with the new Employee to provide them with a copy of the collective agreement and orientate them to the Union.

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

#### 8.01 Union Bargaining Committee

The Employer will recognize a Union Bargaining Committee consisting of a maximum of three (3) persons, two (2) of which must be members of the Local Union. Such members shall be elected by members of the Union.

The Employer's Negotiating Committee shall not exceed three (3) persons.

Such Employees, where required by the Employer to negotiate the provisions of the collective agreement during regular working hours shall not suffer any loss of pay, up to and including conciliation. Compensation will not be allowed for time spent outside of the Employee's regular working hours.

#### 8.02 No Other Agreements

The Employer shall not bargain with, or enter into any agreement with any

Employee or group of Employees in the bargaining unit. No Employee or group of Employees shall undertake to represent the Union with the Employer without the proper authorization of the Union. In representing an Employee or group of Employees, an elected or appointed representative of the Union shall be the spokesman.

#### 8.03 Union Officers and Stewards

The Union will inform the Employer in writing of the names of its Officers and Stewards from time to time and the Employer will not be required to recognize the Officers or Stewards until it has been notified in writing by the Union of the names of the Employees elected, including the name of the Chief Steward.

Similarly, the Employer will inform the Union of the names of the Supervisors.

#### 8.04 Function of Bargaining Committee

The Employer will deal with the said Bargaining Committee with respect to negotiation of a collective agreement.

#### 8.05 Bargaining Meetings

In the event either party wishes to call a bargaining meeting, the meeting shall be held at a time and place fixed by mutual agreement to suit both parties.

#### 8.06 Wage Payment for Grievances

The Union acknowledges that the Union Officer or Steward will continue to perform their regular duties on behalf of the Employer, and that they will not leave their regular duties without first obtaining permission from their Supervisor, which permission shall not be unreasonably withheld.

In accordance with this understanding, and subject to the foregoing, such Employee shall not suffer any loss of pay for time spent during regular working hours in dealing with grievances under the Grievance Procedure up to and including Stage 4. Compensation will not be allowed for time spent outside of the Employee's regular working hours.

#### 8.07 Labour - Management Committee

The Employer will recognize a Labour-Management Committee comprised of two (2) members appointed by the Union and two (2) members appointed by the Employer. The parties will alternate chairperson of the meetings. Labour management meetings will be held during the 1<sup>st</sup> month of each quarter, or at a mutually agreeable time. The recording of meeting minutes will be alternated

between the parties. The recorder will draft and email the minutes to the parties within two (2) weeks. Any amendments are to be forwarded by email to the recorder for adjustment. The parties will sign off on the minutes in a timely manner and post said minutes on all bulletin boards.

#### 8.08 Function of the Committee

The Committee shall conduct itself in a co-operative and pro-active manner and shall concern itself with the following general matters:

- (a) considering constructive criticism of all of its activities so that better relations shall exist between the Employer and Employees;
- (b) providing adequate services to the public;
- (c) reviewing suggestions from Employees, questions of working conditions and service (but not grievances of any kind);
- (d) correcting conditions causing grievances and misunderstandings; and
- (e) any other matters of mutual concern.

#### 8.09 Meetings of Committee

The Committee shall meet at least once every three (3) months on the second (2<sup>nd</sup>) Thursday of the month (or on a mutually agreeable date) at a time agreeable to the majority of its members. Its members shall receive a Notice and Agenda of the Meeting at least 48 hours in advance of the Meeting. The Employee shall not suffer any loss of pay for time spent with this Committee. Compensation, however, will not be allowed for time spent outside of the Employee's working hours.

#### 8.10 Representative of Canadian Union of Public Employees

The Union shall have the right at any time to have the assistance of National representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representative(s) shall have access to the Employer's premises in order to assist in the administration of the Collective Agreement and or any grievance settlements.

## **ARTICLE 9 - GRIEVANCE AND ARBITRATION PROCEDURE**

### **9.01 Employee Grievance**

An Employee grievance is defined as any difference between the Employer and an Employee or Employees who have completed their probationary period as to the interpretation, application, administration, or alleged violation of the agreement. A grievance shall specify the article or articles in the collective agreement which are alleged to have been violated. It is the right of the Union to appoint or otherwise select a representative to accompany Employee at any stage of the grievance procedure.

### **9.02 Grievance Procedure**

#### **(a) The Complaint**

Every effort shall be made to settle complaints fairly and promptly. If an Employee has a complaint, they shall, either alone or accompanied by a Union Officer, first take the complaint up verbally with their immediate supervisor within five (5) days of the occurrence and the supervisor will attempt to settle it within five (5) days of the Employee raising the concern with the supervisor. The supervisor and the Employee, and the Union, will confirm in writing whether the complaint is resolved. The confirmation will be signed by the Employee and the supervisor and dated.

#### **(b) Stage 1**

If a complaint cannot be resolved, the Employee, accompanied by a Union representative shall meet with their supervisor and present to their supervisor a written complaint (with a verbal explanation) within five (5) days of the supervisor's response to the Employee's complaint. The supervisor shall give their reply in writing to the Employee and the Union not later than five (5) days following receipt of the written complaint.

#### **(c) Stage 2**

If a settlement satisfactory to the Employee is not reached at Stage 1, the written grievance may be taken by the Employee and the Union within five (5) days after the decision at Stage 1 to the Department Head or designate. The Union and the Employee together will be given an opportunity to discuss the grievance with the Department Head or designate.

The Department Head or designate shall render a decision in writing to the Employee and the Union not later than five (5) days following the

presentation of the written grievance to the Chief Administrative Officer (CAO) or designate.

- (d) If satisfaction is not reached at step 2 the Union and the employee together can discuss the grievance with the CAO.

### 9.03 Grievance Forms

All grievance forms shall contain one (1) grievance. A written grievance shall contain a clear and concise statement concerning the alleged grievance, the person involved, the date on which the alleged grievance occurred, the article or articles alleged to have been violated and the relief sought.

### 9.04 Time Limits

Time limits shall be computed by excluding Saturday, Sunday, paid holidays and an Employee's and Employer's regular days off, including scheduled vacation.

Failure of the Employee or the Union to meet the time limits in processing the grievance will cause the grievance to expire.

Failure of the Employer to meet its time limit shall permit the aggrieved Employee to take the grievance to the next succeeding step, provided they present the grievance to the next step within five (5) days after the expiration of the said time limit.

The time limits may be extended by mutual agreement of the parties in writing.

### 9.05 Meetings

Meetings held in conjunction with the Grievance Procedure will be held on the Employer's premises. Meetings shall be at a mutually agreed time and place.

### 9.06 Replies to Written Complaints and Grievances

Replies to written complaints and grievances shall be in writing at all steps of the Grievance Procedure.

### 9.07 Mediation

The parties agree that it is their intent to resolve grievances without recourse to arbitration, wherever possible. Therefore, notwithstanding Article 10, the parties may, upon mutual agreement, engage the services of a mediator in an effort to resolve the grievance and may extend the time limits for the request for arbitration. The parties will share equally the fees and expenses, if any, of the mediator.

## **ARTICLE 10 - SUBMISSION TO ARBITRATION**

### **10.01 Submit to Arbitration**

Should any grievance fail to be satisfactorily settled under the foregoing procedure, the Union may, within twenty (20) days following receipt of the answer from the CAO or designate notify the Employer in writing of its desire to submit the difference or allegation to arbitration. It is acknowledged and understood that the Grievance Procedure established under this collective agreement must be exhausted in its entirety before the grievance can be referred to arbitration.

### **10.02 Failure to Submit to Arbitration**

If the grievance is not referred to arbitration within the said twenty (20) day period, the grievance will be conclusively deemed to have been finally abandoned.

### **10.03 Arbitration Board**

Any matter so referred to arbitration, including any question as to whether a matter is arbitrable, shall be heard by an Arbitration Board constituted consistent with the provisions of Section 48 of the Labour Relations Act. The foregoing shall, however, not preclude either party to this agreement from referring a grievance to arbitration under Section 49 of the Labour Relations Act.

### **10.04 Decision of the Arbitration Board**

The Arbitration Board shall hear and determine the difference and shall issue a decision and the decision shall be final and binding upon the parties and upon any Employee affected by it.

### **10.05 Authority of the Arbitration Board**

It is understood and agreed that the Arbitration Board shall have authority only to settle disputes under the terms of this agreement and may only interpret and apply this agreement to the facts of the particular grievance involved.

Only grievances arising from the interpretation, application, administration or alleged violation of this agreement, including a question as to whether a matter is arbitrable, shall be arbitrable.

The Arbitration Board shall have no power to alter, add to, subtract from, modify or amend this agreement or any part of it nor to make any decision inconsistent therewith nor to deal with any matter that is not a proper matter for a grievance under this agreement.

In discipline cases, the Arbitration Board may sustain, modify or set aside a penalty, subject to Article 11.01.

#### 10.06 Compensation for Arbitration Board

The Union and the Employer shall each be responsible for one-half (½) of the fees and expenses of the Arbitration Board.

#### 10.07 Place of Hearing

Arbitrations shall be heard at Manitowadge, Ontario or at such other places as may be agreed upon by the Union and the Employer.

### **ARTICLE 11 - DISCHARGE GRIEVANCES**

#### 11.01 Specified Causes

The following specified causes will be conclusively deemed to be sufficient for the discharge of an Employee, and will be considered specific penalties under Section 48 of the Labour Relations Act but will not deprive any Employee of the grievance procedure:

- (a) theft;
- (b) consuming or being in possession or under the influence of alcohol or drugs during working hours; subject to any medical, supportive interventions and or accommodation meetings with the Employee, the Employer and the Union.
- (c) making false records and entries;
- (d) gross negligence or gross misuse of equipment.

#### 11.02 Procedures

If an Employee who has completed his/her probationary period believes they have been wrongfully discharged, they may file a written grievance with the CAO or designate within five (5) calendar days after they have been given notice of discharge. Step 1 of the grievance procedure shall be omitted in that case.

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

Subject to the provisions of Article 11.01 above, if a discharge grievance goes to arbitration, the Arbitration Board may:

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

## **ARTICLE 12 - UNION GRIEVANCES**

### **12.01 Policy Grievances**

The Union may file a written grievance that the Employer is in violation of the collective agreement with respect to a matter affecting the Union itself and which could not be the subject matter of an individual grievance under Article 9.02 (citing the alleged violation and the relief sought).

Such grievance will be processed in the following manner:

#### **Step 1**

The written grievance shall be submitted to the Chief Administrative Officer (CAO) or designate within five (5) working days of the occurrence of the event giving rise to the grievance or within five (5) working days of the time when the Union ought to have been aware of the event giving rise to the grievance.

The CAO or designate shall render their decision within five (5) working days of receipt of the grievance.

#### **Step 2**

Failing a satisfactory settlement being reached in Step 1, the Union may refer the dispute to arbitration within twenty (20) working days thereafter. If the difference is not referred to arbitration within the said twenty (20) day period referred to in Step 1, it shall be conclusively deemed to have been finally abandoned.

## **ARTICLE 13 - EMPLOYER GRIEVANCES**

13.01 It is understood that the Employer may bring forward at any meeting held with the Union any complaint with respect to the alleged violations of the collective agreement and that 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 sent to the Union with a copy to the Union representative within five (5) days from the time the Employer should have known of the occurrence of the event upon which the grievance is based.

If such complaint is not settled to the satisfaction of the Employer, the Steward or their designated representative shall within five (5) 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 has not settled the grievance to the satisfaction of the Employer or if no written reply is received by the Employer within twenty (20) days after the mailing or delivery of the written grievance, the Employer may refer the grievance to arbitration in accordance with Article 10 of this agreement.

Unless otherwise agreed to in writing, the Employer shall comply with the time limits set out in this article respecting any Employer grievance, otherwise the grievance shall be deemed to have been abandoned.

## **ARTICLE 14 - PROBATIONARY PERIOD AND SENIORITY**

### **14.01 Definition of Seniority**

Seniority for regular full-time Employees as referred to in this agreement shall mean length of continuous service in the employ of the Employer. Seniority for permanent seasonal Employees and regular part-time Employees and casual employees shall be based on accumulated hours worked (e.g. 2,080 hours = 1 year). Accumulated hours do not include overtime. Seniority shall operate on a bargaining unit wide basis.

### **14.02 Seniority Lists**

In February of each year, the Employer shall post on bulletin boards in all facilities and furnish the Union with a seniority list for regular full-time Employees, permanent seasonal Employees and regular part-time Employees. The seniority list will be calculated up to and including hours worked in the last pay period of any year. Where two (2) or more Employees commenced work on the same day, the greater seniority shall be given the Employee with the earliest date of application for employment.

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.

All non-full time Employees seniority will be calculated up to and including hours worked as of December 31<sup>st</sup> of the previous year as per Article 14.02.

### **14.03 Probationary Period**

Each new Employee shall be on probation until they have completed one

thousand forty (1040) hours of active service with the Employer.

A probationary Employee will have no seniority rights during their probationary period and the dismissal, termination, discipline or layoff of a probationary Employee shall not be the subject matter of grievance under the provisions of the collective agreement.

The provisions of this agreement apply to probationary Employees, except for those provisions which expressly provide that such provisions do not apply to probationary Employees and also except for those provisions which expressly apply to Regular Full-Time Employees.

#### 14.04 Loss of Seniority and Termination of Employment

Continuity of service shall be considered broken and employment terminated when:

- (a) an Employee quits or is discharged (and the discharge is not reversed through the Grievance Procedure);
- (b) an Employee fails to report to work at the termination of a leave of absence or within one (1) week after being recalled to work unless a reason satisfactory to the Employer is given;
- (c) an Employee is absent from work for a period of three (3) days without providing reasonable notification to the Employer;
- (d) an Employee utilizes a leave of absence for purposes other than that for which the leave of absence was granted;
- (e) an Employee has not worked for more than twelve (12) months because of layoff;
- (f) accepts gainful employment while on leave of absence without first obtaining the consent of the Employer in writing.

#### 14.05 Posting of Vacancies

Subject to Articles 14.06, prior to filling any vacancies in regular full-time, permanent seasonal Employee, regular part-time or temporary positions covered by the terms of this agreement, the Employer shall post notice of the vacancy on the bulletin board for a minimum of five (5) working days and interested Employees will make application of such position.

Such notice shall contain the following information:

- (a) nature of position;

- (b) required knowledge and education;
- (c) ability and skill; and
- (d) wage rate or range, hours of work and location.

The Employer shall post the appointment of the successful candidate within five (5) days of such appointment.

#### 14.06 Temporary Vacancies

Temporary vacancies within the bargaining unit which are not expected to exceed six (6) months need not be posted.

Such temporary vacancies of six (6) months' duration or less may be filled at the discretion of the Employer, using bargaining unit Employees on a most senior qualified basis. If none qualify, then the Employer may select someone from outside.

Temporary positions expected to last longer than six (6) months shall be posted so that bargaining unit Employees may apply.

Upon completion of the period of work in the temporary position, bargaining unit Employees shall return to their former position and appropriate rate of pay.

The Employer may assign any person to fill the vacancy on a temporary basis, pending the selection of the successful candidate and completion of the job posting procedures.

Any vacancy created by the granting of a position to an applicant need not be posted.

#### 14.07 Seniority Factors

The Employer and the Union agree that in the case of promotions (other than promotions to positions outside of the bargaining unit) and layoff or recall the following factors shall be considered:

- (a) current qualifications including ability, knowledge, training, skill and experience;
- (b) seniority.

The Union agrees that the qualifications in factor (a) shall govern and only where such current qualifications of the Employees are relatively equal, will factor (b)

govern.

If the vacancy is not filled as a result of the job posting and if, in the opinion of the Employer, there are no suitable applicants who are qualified, without training, to perform the duties and responsibilities of the job in question, the Employer may fill such vacancy in its discretion and may consider other applicants.

#### 14.08 Notice of Termination

##### Employee Notice

Every Employee shall give at least one (1) month's notice of termination of their employment whenever practicable.

##### Employer Notice

The Employer shall give regular full-time Employees one (1) month's notice of termination of employment (or greater notice as provided in the Employment Standards Act) except in cases of dismissal for cause or of termination during the probationary period, provided, however, that the employment of an Employee may be terminated forthwith where the Employer gives the Employee notice in writing to that effect and pays the Employee an amount equal to the wages to which the Employee would have been entitled for work that would have been performed by them at the regular rate for a normal non-overtime work week for the period of notice set out above.

#### 14.09 Retirement

Normal retirement age for Employees, in the bargaining unit, shall be 65 years of age, or as amended by Provincial Legislation.

#### 14.10 Notices

Any notice to any Employee under this agreement may be given personally (either directly or by telephone) or by courier or prepaid registered post addressed to the Employee at his last address shown on the payroll of the Employer and such notice shall be deemed to have been given when delivered to the courier or postal authorities.

Any such notice will also be sent to the Recording Secretary of the Union.

#### 14.11 Return to Bargaining Unit

(a) No Employee will be transferred to a position outside the bargaining unit without their consent. If the Employee accepts the transfer they will retain

seniority accumulated up to the date of leaving the bargaining unit, but will accumulate no further seniority. Such Employee shall have the right to return to a position in the bargaining unit without loss of seniority, during their trial period which shall be a maximum of six (6) months. Should the Employee return to the bargaining unit during the trial period they will be placed in a position consistent with their seniority. Such return shall not result in the layoff or bumping of an Employee with greater or equal seniority.

- (b) After six (6) months an Employee may only return as an "outside" applicant.

#### 14.12 Layoffs

The Employer shall give each Employee in the bargaining unit, who has acquired seniority and who is to be laid off, notice in writing of their layoff in accordance with the following terms as per the Employment Standards Act:

- (a) at least one (1) week before the termination, if the Employee's period of employment is less than one (1) year;
- (b) at least two (2) weeks before termination if the Employee's period of employment is one (1) year or more and fewer than three (3) years;
- (c) at least three (3) weeks before the termination, if the Employee's period of employment is three (3) years or more and fewer than four (4) years;
- (d) at least four (4) weeks before the termination, if the Employee's period of employment is four (4) years or more and fewer than five (5) years;
- (e) at least five (5) weeks before the termination, if the Employee's period of employment is five (5) years or more and fewer than six (6) years;
- (f) at least six (6) weeks before the termination, if the Employee's period of employment is six (6) years or more and fewer than seven (7) years;
- (g) at least seven (7) weeks before termination, if the Employee's period of employment is seven (7) years or more and fewer than eight (8) years; or
- (h) at least eight (8) weeks before the termination, if the Employee's period of employment is eight (8) years or more.

Such notice will be handed to the Employee and a signed acknowledgement requested if the Employee is at work at the time the notice is ready for delivery. In the alternative, it shall be mailed by registered mail.

### Role of Seniority in Lay-offs

In the event of a proposed lay-off of a position within the bargaining unit, and prior to the Employer issuing layoff notices, the Employer shall provide at least fifteen (15) calendar days' advance notice to the Union. Following such notice, the Employer shall meet with the Union to discuss layoff and bumping rights as per Article 14 in the Collective Agreement. The Employer shall give the affected Employee(s) notice as set out in the Employment Standards Act as amended.

- (a) In the event of a lay-off, Employee(s) shall be laid off in the reverse order of classification seniority, provided the remaining Employees have the current ability and qualifications to perform the available work.
- (b) An Employee who receives a notice of lay-off shall select in writing, option Article 14:14 within five (5) working days following notification of lay-off. Employees who fail to make their election in writing will be deemed to have accepted the lay-off.
- (c) A full-time Employee may exercise the bumping rights described above to bump into a full-time, part-time, casual or temporary position.
- (d) A part-time Employee may exercise the bumping rights described above to bump into a part-time, casual or temporary position but cannot bump into a full-time position.
- (e) In the event of a permanent lay-off, the employer shall comply with the Employment Standards Act.
- (f) Role of Seniority in Recall

An Employee shall be recalled from lay-off in order of their seniority within their classification or in a lower classification, provided they are qualified and willing to perform the work available.

- (g) New Employees

No new Employees shall be hired until those laid-off Employees entitled to the position have been given an opportunity of recall.

- (h) Notice of Recall

The Employer shall notify laid-off Employees of recall by sending notice by registered mail to the address recorded with the Employer as the place of residence of the Employee.

Recall Rights will be forfeited only if an Employee refuses a permanent position.

#### 14.13 Temporary Layoff

Temporary layoffs may be made for up to ten (10) consecutive working days and the provision of 14.12 shall not apply, however, it is understood that Employees may choose to bump during a temporary layoff providing they have the skill, ability and qualifications to perform the job they wish to bump into.

#### 14.14 Bumping

In the case of a layoff or reduction in hours, an Employee will be allowed to bump laterally, downwards as well as upwards provided they have the skill, ability and qualifications of the position they wish to bump into.

#### 14.15 Training

The Employer may train Employees to fill positions that may occur within the Township, according to the following procedure:

- (a) training opportunities shall be advertised by posting notice on the bulletin board for seven (7) calendar days;
- (b) the notice shall be in compliance with Article 14.05 and shall specify length of training opportunity.
- (c) interested Employees must apply within the seven (7) day posting period, on a form to be provided by the Employer;
- (d) in selecting Employees for training, the Employer will adhere to the principles as set out in Article 14.07;
- (e) the name of the successful Employee for training will be posted on the bulletin board within ten (10) calendar days at the end of the seven (7) day posting period.

#### 14.16 Mandatory and or Legislated Training Requirements

The Employer will pay all associated costs for any work and or job related mandatory/legislated training/courses as approved by the respective department Manager or designate. This does not include qualifications that are required at the time of hire.

#### 14.17 Severance

With the exception of those already eligible for full pension, any Employee severed would be given a lump sum payment representing two (2) weeks of pay for each full year of employment with the Municipality and a pro rated payment for a partial year. Normal bumping conditions would apply.

Those already eligible for full pension being severed would receive thirty (30%) percent of a full year's salary.

### **ARTICLE 15 - HOURS OF WORK**

#### 15.01 Work Week

- (a) The normal hours of work for regular full-time Employees shall be eight (8) hours per day, forty (40) hours per week to be worked within a period of five (5) days beginning on a Sunday at the hour of 00:01 and ending on a Saturday at the hour of 23:59. In the case of a Community Centre Staff Employee and the Land Fill Site Attendant working alone, they will receive a one-half (½) hour paid lunch period and must also be available to work during that lunch period.
- (b) An Employee shall be notified by noon hour of their work day with a minimum of twelve (12) hours' notice in advance of any change in their work schedule. The first eight (8) hours of the revised work schedule shall be the Employee's normal hours of work and the provisions of Section 15.11 (Shift Differential) shall apply. Work in excess of the eight (8) hours shall be deemed to be overtime.
- (c) In the case of the Golf Course, Ski Hill Operations and the Community Centre the normal hours of work shall be an average of forty (40) hours per week over a period of two (2) weeks. Notwithstanding the foregoing, the parties recognize the unique nature of these positions with respect to weather conditions and other special needs. Therefore, the parties agree that alterations in the work week may be necessary from time to time and shall be implemented when required in consultation with the incumbents assigned to these positions.

In the event of a layoff for employees working at the Golf Course or the Ski Hill operations, the Employer may issue a layoff notice to the employee within 1 weeks' time after determining that services cannot be sustained in the above areas of operation due to changes in operational issues.

- (d) Regular part-time Employees will work on a regular schedule of not more than thirty (30) hours per week. An Employee shall be allowed a minimum of eight (8) hours rest before the commencement of their next regularly scheduled shift.

The above paragraphs are intended to define the work week but shall not be construed as a guarantee of hours of work per day or per week or of days of work per week.

#### 15.02 Overtime Pay

- (a) Time worked, if required by the Employer in excess of the scheduled work day or work week will constitute overtime work and shall be paid at the rate of one and one-half (1 1/2) times the regular straight time hourly rate.
- (b) In cases of emergency when a Full-Time Employee is required to work in excess of twelve (12) continuous hours, such work shall be paid at two (2) times the regular straight time hourly rate after twelve (12) hours.
- (c) A Full-Time Employee shall be allowed a minimum of eight (8) hours rest before the commencement of their next regularly scheduled shift.
- (d) A Regular Part-Time Employee shall be entitled to overtime pay, paid at the rate of one and one half (1 1/2) times their regular straight time hourly rate, for each hour of work actually worked in excess of forty (40) in a work week.

#### 15.03 No Pyramiding

- (a) Overtime, call-back, standby, shift premium, or any other premium or benefit provided under this Agreement shall not be duplicated or pyramided for the same hours worked, nor counted as part of the normal work week and also as overtime, call-back, standby, shift-premium or any other premium or benefit.
- (b) Where more than one provision of the Agreement would otherwise apply to the same hours worked, the Employee shall be entitled to receive the highest applicable premium or benefit, but not more than one.

Clarity Note: An Employee who works overtime hours during a shift that would otherwise attract shift premium shall receive overtime pay only and not both overtime and shift premium for the same hours. If an Employee is entitled to two or more premiums that do not apply to the same hours worked, such premiums may be paid in addition to each other.

#### 15.04 Overtime Compulsory

The Union agrees that Employees may be compelled to work overtime to meet municipal emergencies.

#### 15.05 Rest Periods

- (a) All Employees shall be permitted a rest period of fifteen (15) consecutive minutes in the first and second half of each regularly scheduled shift, on the day shift, one (1) break period, normally between the hours of 9:00 a.m. and 9:30 a.m. and the other break period, normally between the hours of 1:30 p.m. and 2:00 p.m. Coffee breaks to be taken at job site.
- (b) Employees will be allowed a ten (10) minute wash-up time or shower prior to lunch as well as at and the end of the workday. It is also recognized that additional wash-up/shower time, based on the nature of certain work, may be approved by the appropriate Department Head if deemed necessary.

#### 15.06 Time Off in Lieu of Overtime

Employees who work overtime will be given the option of banking their overtime hours at time and one-half (1½) or being paid at the time and one-half (1½) rate.

Should an Employee choose the option of banking their overtime the following conditions will apply.

Time off will be taken at a time mutually agreed between the Employer and the Employee. There will be two (2) pay outs per year. For time off not taken or booked by the end of April in any year, the pay out will be on the first pay in May. If time off is not taken by the end of the last pay period in December, the Employee will be paid at the applicable overtime rate. Time off will be awarded on a first come first served basis.

No more than forty (40) hours of time off in lieu of overtime may be accumulated at any point in time. Accumulation of time off in lieu will not be permitted after December 1<sup>st</sup> of any year.

#### 15.07 Sharing of Overtime

Overtime opportunities shall, as far as possible, be equitably distributed among the Employees qualified to perform the work. Overtime hours for the purpose of equitable distribution shall include hours worked, hours refused and hours which the Employee would have worked had the Employer been able to contact the Employee. An Employee will be deemed to be contacted if the Employer makes two (2) telephone calls within one-half (½) hour period and records such telephone

calls. Overtime created by the extension of a shift shall be exempt from this provision.

#### 15.08 Stand-by

Stand-by shall be assigned on a rotating basis among those Employees qualified to perform the work. In the event there are no qualified Employees willing to serve stand-by, the junior qualified Employee shall be compelled to serve. Whether or not a stand-by is necessary shall be determined by the Employer. When an Employee is scheduled to be on stand-by, they shall be immediately available by telephone or radio contact and capable of performing the work. For the purposes of this article, a day shall constitute a twenty-four (24) hour period commencing from the time the stand-by begins.

An Employee on stand-by shall be paid the sum of four dollars (\$4.00) per hour or a maximum of thirty-two (\$32.00) dollars per day for stand-by duty.

#### 15.09 Call-in from Stand-by

An Employee who is on stand-by and is called in to work, shall receive payment at one and one-half (1½) times' their regular straight time hourly rate for a minimum of four (4) hours.

An Employee who is on stand-by and is called in to work, shall have the stand-by pay cease when they are called in to work under this Article and works during the period of stand-by and the stand-by to be paid shall be calculated on the basis of the number of hours that the Employee actually was on stand-by before being called in.

#### Refuelling

In the case of an Employee being called in to work to refuel an aircraft or receive medevac flights, the Employee shall receive one and one-half (1½) times their regular straight hourly rate for a minimum of four (4) hours.

If upon completion of the work that necessitated the Employee being called in to work, the Employee is required to perform subsequent refuellings or receipt of medevac flights within two and a half (2.5) hours of the original call into work, the Employee shall only be paid for the actual time worked at one and one-half (1½) times their regular straight hourly rate or the original guaranteed minimum of four (4) hours at regular straight time, whichever is greater.

#### 15.10 Call-back Pay

When an Employee who is not on stand-by as set out in Article 15.08 and who has

completed their regularly scheduled shift is required by the Employer to return to work, they shall receive payment at one and one-half (1½) times' their regular straight time hourly rate for a minimum of four (4) hours.

The Employee shall be excused as soon as possible after the job for which they were called has been completed.

If, upon completion of the work that necessitated the call-out the Employee is required by the Employer to perform any subsequent additional work with respect to the initial call-out, the Employee shall only be paid for the actual time worked at one and one-half (1½) times' their regular straight time hourly rate and shall not be entitled to a further guaranteed minimum of four (4) hours.

However, if the call-out overlaps or extends into the Employee's regularly scheduled shift, the Employee will receive one and one-half (1½) times' their regular straight time hourly rate for the actual hours worked up to the commencement of their regular shift.

#### 15.11 Shift Differential

An Employee required to work shift work shall receive shift differential as listed below:

- |     |                                 |            |
|-----|---------------------------------|------------|
| (a) | Afternoon Shift: 16:00 to 24:00 | \$1.01/hr. |
| (b) | Graveyard Shift: 24:00 to 08:00 | \$1.18/hr. |

#### Weekend Differentials

- |     |                                      |            |
|-----|--------------------------------------|------------|
| (c) | Saturday and Sunday: Day Shift       | \$3.37/hr. |
| (d) | Saturday and Sunday: Afternoon Shift | \$3.68/hr. |
| (e) | Saturday and Sunday: Graveyard Shift | \$3.85/hr. |

Day shift	8:00 to 16:00
Afternoon shift	16:00 to 24:00
Graveyard shift	24:00 to 8:00

These times would be applicable to all Departments.

The premium will be paid if the majority of the hours worked on a shift are within that premium. Should the hours fall equally within a differential class, the higher premium will be applicable for the whole shift.

## 15.12 Meal Allowance

An Employee who works a minimum of two (2) hours overtime immediately after their regular shift shall receive a meal allowance of fifteen (\$15.00) dollars along with a twenty (20) minute paid meal break. The above will apply again for each consecutive four (4) hours of overtime worked after the preceding meal break(s).

The above provisions shall also apply to call-outs except that an Employee must work a minimum of eight (8) hours per day to qualify for the fifteen (\$15.00) dollar meal allowances.

## **ARTICLE 16 - PAID HOLIDAYS**

### 16.01 (a) Paid Holidays

The Employer recognizes the following paid holidays for regular full-time Employees who have completed the probationary period:

- |   |                                  |
|---|----------------------------------|
| 1. New Year's Day                         | 2. Family Day                    |
| 3. Good Friday                            | 4. Easter Monday                 |
| 5. Victoria Day                           | 6. Canada Day                    |
| 7. Civic Holiday (first Monday in August) | 8. Labour Day                    |
| 9. Thanksgiving Day                       | 10. Christmas Day                |
| 11. Boxing Day                            | 12. three (3) floating holidays* |

\*The three (3) floating holidays must be taken prior to December 1st of each calendar year at a mutually acceptable time, failing which the Employer will designate the date.

- (b) Permanent seasonal Employees, regular part-time Employees, temporary Employees shall be eligible for those paid holidays 1 to 11 only. Payment for paid holidays 1 to 11 shall be based on an Employee's hours of work that would normally be worked on that day.
- (c) Public holiday pay for regular full-time Employees shall be their regular wages for the day.
- (d) Public holiday pay for casual Employees shall be based on the method of calculation set out in the *Employment Standards Act, 2000* as amended from time to time

### 16.02 Qualifying for Pay

- (a) In order to qualify for each paid holiday, the regular full-time Employee,

permanent seasonal Employee and the regular part-time Employee must:

- (i) work the last scheduled shift immediately prior to and the first scheduled shift immediately following the paid holiday;
  - (ii) be on the active payroll of the Employer and not on a leave of absence, sick leave, Workplace Safety & Insurance Board (WSIB) or layoff.
- (b) A casual Employee's qualification for pay shall be in accordance with the provisions of the *Employment Standards Act, 2000* as amended from time to time.

#### 16.03 Compensation for Work on a Paid Holiday

- (a) An Employee who is required to work on any paid holiday set out in Article 16.01 (a) shall be paid at the rate of one and one-half (1½) times' their regular straight time hourly rate of pay for all hours worked and shall be entitled to a day off with pay at a time established by the Employer and satisfactory to the Employee.
- (b) An Employee who is absent on a holiday after being posted to work on the holiday forfeits all pay for the day unless the Employee presents to the Employer proof of illness or non-occupational accident rendering them unable to perform their regular duties, in which case their absence from work will be treated as the paid holiday.

#### 16.04 Compensation for Holidays falling on Scheduled Day Off

- (a) Subject to Article 16.01 and 16.02, when any of the holidays referred to in Article 16.01 (a) falls on an Employee's scheduled day off, such Employee shall be granted a day off with pay in lieu at a mutually agreed upon time.
- (b) Where a paid holiday occurs during the vacation period of an Employee, the Employee will receive an additional day at a later date mutually agreeable to the Employer and Employee.

#### 16.05 Compensation for Holidays Occurring on a Saturday

When any of the paid holidays set out in Article 16.01 (a) occurs on a Saturday and the said paid holiday is not designated by the Employer as being observed on some other day, the Monday immediately following such Saturday shall be deemed to be the holiday for the purposes of this agreement.

#### 16.06 Compensation for Holidays Occurring on a Sunday

When any of the paid holidays set out in Article 16.01 (a) occurs on a Sunday and the said paid holiday is not designated by the Employer as being observed on some other day, the Monday immediately following such Sunday (or the Tuesday immediately following such Sunday where Article 16.05 already applies to the Monday) shall be deemed to be the holiday for the purpose of this agreement.

### **ARTICLE 17 - VACATIONS**

- 17.01 (a) Vacations may be taken throughout the calendar year, but the immediate Department Head will make the final decision as to the time that any Employee will take their vacation after consideration has been given to the preference of the Employee, seniority and the service requirements of the Employer. Preference of Employees for vacation times will be indicated to the Department Head concerned in writing by the Employee.
- (b) The maximum vacation period to be taken at any one time shall not exceed fifteen (15) working days in length. However, in special circumstances, subject to the approval of the Department Head concerned, a longer vacation period may be allowed.
- (c) All vacation submissions must be forwarded to the appropriate Department Head by April 1st of each year. Failure to submit vacation applications will result in vacations allotted on a first-come, first-served basis.

#### 17.02 Qualifying Date

The qualifying date for vacation purposes will be December 31st of each year.

#### 17.03 Vacation Entitlements

A Regular Full-Time Employee, provided that they have worked or received paid leave for a total of one thousand, five hundred twenty-five (1,525) hours in the qualifying year and as of the December 31<sup>st</sup> qualifying date, shall be entitled to vacation with pay as follows:

- (a) After one (1) year of continuous service, but less than five (5) years of continuous service, one hundred and twenty hours (120) vacation with full pay;
- (b) After five (5) years of continuous service but less than ten (10) years of continuous service, one hundred and sixty hours (160) vacation with full pay;

- (c) After ten (10) years of continuous service but less than fifteen (15) years of continuous service, two hundred hours (200) vacation with full pay;
- (d) After fifteen (15) years of continuous service, two hundred and forty hours (240) vacation with full pay;

17.04 (a) If a regular full-time Employee, seasonal Employee or a regular part-time Employee has worked or received paid leave for less than one thousand, five hundred twenty-five (1,525) hours in the qualifying year, they shall receive vacation pay based upon their earnings for the twelve (12) month period ending on the December 31<sup>st</sup> qualifying date, calculated as follows:

- (i) Less than one (1) year of completed continuous service – four (4%) per cent;
- (ii) one (1) year of completed continuous service but less than five (5) years – six (6%) per cent;
- (iii) five (5) years of completed continuous service but less than ten (10) years – eight (8%) per cent;
- (iv) ten (10) years of completed continuous service but less than fifteen (15) years – ten (10%) per cent;
- (v) fifteen (15) years of completed continuous – twelve (12%) per cent;

(b) Temporary and casual Employees shall receive payments calculated in accordance with the provisions of the *Employment Standards Act, 2000* as amended from time to time.

17.05 Employees subject to this Article may elect to take their full vacation entitlement at the pay calculated in Article 17.04 (a) above or subject to the approval of their Department Head, some portion thereof. Such approval will not be unreasonably denied.

#### 17.06 Overtime Vacation Rate

No Employee shall be required to work during their vacation period. However, should an Employee agree to work when requested during their scheduled vacation, they shall be paid at double the rate of pay for each hour worked plus equivalent time off for each hour worked. For the purposes of this article the rate of pay is applicable to those hours that would have been regularly scheduled workdays.

17.07 Upon termination of employment, an Employee shall receive vacation pay based upon their earnings after the December 31st qualifying date up to and including their date of termination as set out in Article 17.04.

## **ARTICLE 18 - SICK LEAVE AND SICK PAY**

18.01 Sick leave means the period of time when a regular full-time Employee who has completed their probationary period is permitted by the Employer, to be absent from work with pay due to sickness or accident rendering them unable to perform their regular duties as an Employee and not compensable under the Workers' Compensation Act.

It is expressly agreed and acknowledged that sick leave is to be governed under the terms of the particular insurance plan in effect from time to time in addition to other requirements set out in this Article and the Employer reserves the right to change the insurance carrier from time to time while retaining a sick leave plan reasonably equivalent to that in effect upon ratification as set out in the carrier's insurance policy. The Employer agrees that in any benefits plan/carrier decision, including a change in benefits provider, that the Union will be notified at least thirty (30) days in advance.

18.02 Sick leave will be granted to regular full-time Employees who have completed their probationary period on the following basis:

- (a) after a prolonged illness or disability of one (1) month's duration, a doctor's certificate of fitness shall be required before an Employee is permitted to return to work;
- (b) an Employee who is unable to report for work due to illness or disability shall notify the Employer within one (1) hour prior to the time that they were due to report for work. Failure to do so will result in absence without pay unless there are mitigating circumstances which, in the opinion of the Employer, justify the failure to notify;
- (c) each regular full-time Employee shall have the full cost of the billed premium or the sick leave plan paid by the Employer.
- (d) any certificate requested by the Employer shall be paid by the Employer.
- (e) Sick Leave can be utilized for family emergencies.

18.03 Non-Entitlement to Sick Pay

An Employee will not be entitled to sick pay:

- (a) during a period of layoff or of leave of absence without pay;
- (b) during a vacation period with the exception of Article (18.04) (f);
- (c) during a strike or lock-out, unless the Employee has been in receipt of sick pay before commencement of the strike or lock-out.

18.04 (a) A regular full-time Employee shall be entitled to up to ten (10) days or 80 hours of sick pay per calendar year with full pay. The sick days will be credited to each regular full-time Employee on January 1<sup>st</sup> of each calendar year. The sick days are non-accumulative. A new Employee will have sick days prorated based on the month they were hired in.

(b) Seasonal Employees and regular part-time Employees shall be entitled to up to four (4) days or thirty-two (32) hours of sick pay per calendar year with full pay. The sick days will be credited to the Employee on January 1<sup>st</sup> of each calendar year. The sick days are non-accumulative. A new Employee will have sick days prorated on the month they were hired in.

(c) Employees off sick for more than three (3) consecutive work days shall be required to submit to their Department Head, upon their return to work, a written statement from their doctor as to the nature of their illness.

(d) Where no one at home other than the Employee can provide for the needs during illness and medical/dental appointments of a child, spouse or parent, an Employee shall be entitled to use sick day entitlement.

(e) Utilization of Sick Leave Days

Sick leave days may be used for the period of time an Employee is absent from work by virtue of being sick or disabled, while attending examination or treatment, or because of an accident for which compensation is not payable under the Workplace Safety Insurance Board (WSIB).

(f) **Illness during vacation:** When an Employee's scheduled vacation is interrupted due to a serious illness, requiring the Employee to be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave and such time shall be re-credited to the Employee's vacation time.

## **ARTICLE 19 - LEAVE OF ABSENCE**

### **19.01 General Leave**

- (a) The Employer may grant leave of absence without pay to an Employee. Request for leave of absence shall be made in writing to the immediate supervisor. Permission for such leave of absence without pay shall be in the complete discretion of the Employer.

All vacation and time in lieu entitlement in the current year must be used prior to a leave of absence without pay is approved.

- (b) If an Employee's absence without pay from the Employer exceeds thirty (30) calendar days, they will not accumulate service for the purpose of vacation entitlement, sick leave benefit and salary increment for the period of the absence which exceeds thirty (30) calendar days. In addition, the Employee will become responsible for the full payment of subsidized Employee benefits in which they are participating for the period of the absence which exceeds thirty (30) calendar days.

### **19.02 Bereavement Leave**

An Employee will be granted a leave of absence of three (3) days in town, seven (7) days out of town, with pay for the purpose of attending the funeral of their mother, father, step-parent, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, spouse, child, step-child, or legal guardian, son-in-law, daughter-in-law.

Where they are unable to attend the funeral or memorial service of their mother, father, step-parent, spouse, child, step-child or legal guardian, brother or sister, grandparent or grandchild mother-in-law, father-in-law, son-in-law and daughter-in-law they will be given three (3) days off with pay for bereavement.

### **19.03 Pregnancy, Parental and Adoption Leave**

Pregnancy, Parental and Adoption Leave shall be available to an Employee in accordance with the terms of the Employment Standards Act.

#### **Seniority During Pregnancy, Parental and Adoption Leave**

While on Pregnancy and or Parental/Adoption Leave an employee shall retain their full employment status and continue to accumulate seniority, vacation and sick leave credits under this collective agreement.

### Paid Employee Benefits

In accordance with the Employment Standards Act, during the period of Pregnancy and Parental/Adoption leave the Employer shall continue to pay its portion of hospital, medical, dental, group life insurance and pension benefits under this agreement.

#### 19.04 Jury Duty

If an Employee is required to serve as a juror, or subpoenaed as a witness by a court of law, the Employee shall not lose regular pay because of such attendance, provided that the Employee:

- (a) notifies the Employer immediately on the Employee's notification that they will be required to attend court;
- (b) presents proof of service requiring the Employee's attendance;
- (c) promptly repays the amount other than expenses paid to the Employee for such services or attendance to the Employer;
- (d) resumes performance of their regular duties during any reasonable period when they are not required to be in attendance.

#### 19.05 Citizenship Leave

An Employee shall be allowed the necessary time off without pay to process his Canadian citizenship application.

#### 19.06 Education Leave

An Employee shall be entitled to a leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade their employment qualifications, if required by the Employer.

## **ARTICLE 20 - HEALTH AND WELFARE PROGRAMMES**

#### 20.01 Employer 100% Paid Benefits

- (a) Subject to Article 20.03, the Employer shall offer to all regular full-time Employees those coverage that are governed under the terms of the particular insurance plans in effect and in addition to other requirements set out in this Article, the Employer reserves the right to change the insurance carrier or carriers from time to time while retaining coverage reasonably

equivalent to that in effect upon ratification. The Employer agrees that in any benefits plan/carrier decision, including a change in benefits provider, that the Union will be notified at least thirty (30) days in advance. The Employer will supply the most current benefits booklet to all new hires and existing employees entitled to benefits.

Premiums for the above coverage are to be paid one hundred (100%) per cent by the Employer.

If the Employee does not enrol, then the premiums will not be paid and the Employee will not receive any alternate compensation.

- (b) The Township shall provide, at no cost to the Employee, an annual or seasonal membership for a recreational activity operated from our facilities. This will be non-transferable and non-cumulative. The Employee will be reimbursed upon proof of registration.
- (c) The Employer's sole responsibility, where required, is to pay for the premiums of the above-noted benefits.
- (d) Vision Care – eye examinations (1) once every 24 months. Glasses, contact lens, prescription safety glasses and or laser eye surgery \$500.00 every 24 months.

#### 20.02 Shared Cost Benefits

Subject to Article 20.03, the Employer will contribute on a shared cost basis to the following:

- (a) to the Canada Pension Plan an amount required by law;
- (b) to the Ontario Municipal Employee's Retirement System Plan on such basis as may from time to time be determined by that Plan;

It will be a condition of employment that every regular full-time Employee participate in the Ontario Municipal Employee's Retirement System Plan in accordance with its terms and upon completion of the probationary period.

- (c) To the Employee one half of the Ontario Health Tax upon receipt of Canada Revenue Agency acknowledgement of receipt of payment (Income Tax Return.)

#### 20.03 (a) Restrictions

When an Employee is absent from work in excess of sixty (60) calendar

days, the Employee is responsible for the full payment of subsidized benefits in which they are participating during such period of absence; with the exception of protected leaves under the Employment Standards Act and or any legislative acts i.e. pregnancy/parental/adoption leave.

(b) Employer Assistance

The Employer agrees that should its insurance carrier or Workers' Compensation Board payments be delayed, the Employer will advance the money to the Employee, provided that the Employee's claim has been approved and that payment has been directed to the Employer.

## **ARTICLE 21 - GENERAL**

### 21.01 Bulletin Boards

The Employer will provide bulletin boards which will be available for the posting of notices affecting Employees.

Copies of notices which the Union or any Employee wishes to post will first be furnished to the immediate supervisor for their approval prior to posting and the Employer retains the right to approve any material posted herein.

### 21.02 Correspondence

All correspondence in writing between the parties to this agreement shall pass to and from the CAO or designate of the Employer and the President or designate of the Union or as otherwise provided for. Notice to bargain may be forwarded by either party who wishes to amend the expiring collective agreement in effect.

21.03 An Employee shall be permitted to review their personnel file at a mutually agreeable time after requesting permission to do so from their supervisor.

21.04 The Employer agrees to pay for the cost of a Drivers' Abstract for all Employees if requested by the Employer.

## **ARTICLE 22 - CLOTHING AND TOOL ALLOWANCE**

22.01 The Employer agrees to supply:

- (a) rain suits;
- (b) protective gloves;
- (c) rubber boots;
- (d) hard hats;

- (e) non-prescription safety glasses;
- (f) coveralls;
- (g) uniforms; and
- (h) reflective safety vests;
- (i) winter parka;
- (j) safety footwear,

Full time Employees will receive three hundred dollars (\$300.00) per calendar year and shall be paid on March 31, of each year. Employees must provide a receipt to the Township for purchases made on or before November 30, of the same year or a deduction will be made for the above sum on the first pay of December of the same year. Effective March 31, 2018

Seasonal Employees will receive three hundred dollars (\$300.00) every two years upon rehire. Employees must provide a receipt to the Township for the purchases made within 3 months of date of hire or a deduction will be made for the above sum on the first pay in the fourth month. Effective March 31, 2018

To each Employee should their job require the use by the Employee of any or all of the items listed above, such use to be in the sole discretion of the Employer. To replace any worn out or broken items mentioned above, the Employee shall present to their immediate supervisor the worn out or broken items that require replacement.

On termination or retirement, the Employee is responsible for the return of the items listed above.

The Employer undertakes to pay the reasonable costs of cleaning the coveralls or uniforms.

The Employee shall wear the items listed in this article when in the sole discretion of the Employer the Employee is required to do so.

#### **22.02 Allowance for Tools**

A tool allowance of eleven hundred (\$1,100.00) dollars per annum shall be paid to the Mechanic on March 31st, of each year. Once a tool is purchased the receipt for the tool/s will be given to the Employer.

### **ARTICLE 23 - WAGES AND CLASSIFICATIONS**

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

Employee(s) required to perform duties in a higher classification, will receive the higher rate of pay commencing immediately, while performing the duties of the higher classification.

### **23.02 Employee Transfer**

If an Employee at their request is transferred to another classification, the Employee shall immediately be paid the rate for the classification to which the Employee is transferred.

If an Employee is transferred to a higher paying classification by the Employer, the Employee shall immediately receive the higher rate.

If the Employee is transferred by the Employer to a lower paying classification, there shall be no reduction of rate of pay.

## **ARTICLE 24 - DISCIPLINARY NOTICES**

24.01 The Employer and the Union recognize the value of progressive discipline with the purpose of being corrective in application. Formal discipline in accordance with the principles of progressive discipline may take the form of a verbal warning, written warning, suspension or termination

24.02 Copies of disciplinary notices and penalties, including verbal notice shall be forwarded to the Employee and the Union within five (5) days of the completion of any investigation into the incident giving rise to the discipline. Investigations will commence and be completed as quickly as possible. In the normal course, investigations should be completed within two (2) weeks of the incident giving rise to the investigation. The parties may extend the timeframes set out above by mutual agreement – such agreement may not be unreasonably withheld.

24.03 Receipt of the disciplinary notice and penalties shall not constitute agreement with such notice and may be subject to the Grievance Procedure.

24.04 All disciplinary notices and penalties shall remain on an Employee's record for two (2) years from the date of the initial infraction and may be used in further disciplinary action. Infractions and subsequent disciplinary notices and penalties that are more than two (2) years old shall be removed from the Employee's record and may not be used in any further disciplinary action.

## **ARTICLE 25 - TECHNOLOGICAL CHANGE AND CONTRACTING OUT**

25.01 Where changes to equipment or procedures will result in the permanent

displacement of Employees, the Employer will endeavour to notify the Union as soon as possible.

The parties will discuss the problems resulting from such changes and every attempt will be made to agree on methods of providing jobs for the Employees concerned.

25.02 If the Employer is unable to provide jobs for such Employees, the provisions of Article 14 shall apply.

25.03 In order to provide job security for the members of the bargaining unit, the Employer agrees to meet with the Union ten (10) working days prior to contracting out work of the bargaining unit, (should such contracting out) have the potential of causing a loss or reduction of regular hours of work of the bargaining unit members.

The purpose of meeting with the Union is to discuss the work the Employer intends to contract out and or the placement of affected Employees into other work areas of the Employer's business.

#### **ARTICLE 26 - TERMINATION AND DURATION**

26.01 This agreement shall become effective on the 1<sup>st</sup> day of April 2025, and shall remain in force and effect until the 31<sup>st</sup> day of March 2029 and from year to year thereafter unless written notice of intention to terminate or amend this agreement is given by either party to the other not more than ninety (90) days and not less than thirty (30) days before the 31<sup>st</sup> day of March 2029 or not more than ninety (90) days and not less than thirty (30) days before the last day of February in any year thereafter in which this agreement continues to remain in effect.

26.02 In the event that such notice is given of desire to amend the agreement, negotiations shall begin within thirty (30) days following the delivery of the notice or within any longer time mutually agreed upon.

26.03 All negotiations for amendments or renewal of this agreement shall be in accordance with the terms of the Labour Relations Act and any amendments thereto.

#### **ARTICLE 27 – JOINT OCCUPATIONAL HEALTH & SAFETY COMMITTEE**

27.01

(a) The Employer and the Union agree to mutually work together to maintain a safe working environment for all Employees, and to address in a timely manner any

conditions that may be hazardous to the health and safety of all Employees. The Employer and the Union recognize that the physical and psychological health and safety of its employees is of primary importance and that the safety of workers is a shared responsibility.


- (b) Joint Occupational Health & Safety Terms of Reference can be found in the Township's Health and Safety Manual.


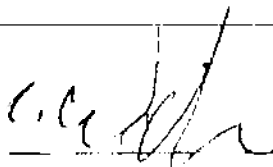
Dated in the Township of Manitowadge, this 20<sup>th</sup> day of February, 2026.

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

**THE CORPORATION OF THE  
TOWNSHIP OF MANITOUWADGE**

**THE CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL 3487**

  
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LETTER OF UNDERSTANDING  
BETWEEN  
CORPORATION OF THE TOWN OF MANITOUWADGE  
AND  
CANADIAN UNION OF PUBLIC EMPLOYEES – LOCAL 3487

**WITHOUT PREJUDICE AND PRECEDENT**

Re: Water Operator Positions

Whereas the Employer has approached the Union in regards to its plan to contract out its water facility services to (OCWA) due to the vacant water operator positions (Utility Operator I and II in the CUPE Local 3487 bargaining unit;

Whereas the Employer posted the two (2) water operator (Utility Operator I and II) bargaining unit positions internally and externally and there were no qualified applicants;

Whereas the Employer has entered into a contract with (OCWA) to operate its water facility with a contract end date up to December 31, 2017 due to the following reasons as stated in the July 5, 2016 email correspondence received from the CAO/Clerk-Treasurer;

1. The loss of both our water operators within a very short time span.
2. We have no qualified persons on staff who can act in either capacity at our water treatment plant.
3. Because we have no qualified individuals, we could not offer a training opportunity.
4. We have been trying to fill various other positions within the Township and are finding it very difficult to attract trained, experienced individuals to our community.
5. There is an increased difficulty in trying to attract two individuals rather than one.
6. The cost of an “emergency agreement” with OCWA was very cost prohibitive.
7. The ability to achieve efficiencies.

Therefore, the parties agree to the following terms:


1. The Union understands and is in agreement with the Township's decision to contract out the water treatment facility services to (OWCA) on a temporary basis.
2. The parties will commit to meet 6 months prior to the contract end date to discuss and reassess the future of these bargaining unit positions.
3. The parties agree that the two (2) Water Operator (Utility Operator I and II positions will be reposted at least 4 months prior to the contract end date with (OWCA).
4. The Union has not given up its rights under the collective agreement in regards to these two (2) bargaining unit positions.


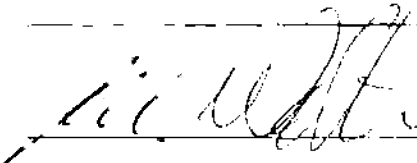
Dated in the Township of Manitouwadge, this 20<sup>th</sup> day of February, 2026.

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

THE CORPORATION OF THE  
TOWNSHIP OF MANITOUWADGE

THE CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL 3487

  
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**SCHEDULE "A"**  
**SCHEDULE OF WAGES AND CLASSIFICATIONS**

<b>JOB TITLE</b>	<b>01-Apr-25</b>	<b>01-Apr-26</b>	<b>01-Apr-27</b>	<b>01-Apr-28</b>
Lead Hand	35.03	36.26	37.53	38.84
Mechanic	35.03	36.26	37.53	38.84
Facility Maintainer	32.91	34.07	35.26	36.49
Greenskeeper	33.37	34.54	35.75	37.00
Ski Hill Operator/Handyman	35.03	36.26	37.53	38.84
Equipment Operator I	32.21	33.34	34.50	35.71
Utility Operator I (Environment)	35.03	36.26	37.53	38.84
Facility Caretaker	28.87	29.88	30.92	32.00
Utility Operator II (Sanitation)	31.16	32.25	33.38	34.55
Utility Operator II (Environment)	31.16	32.25	33.38	34.55
Airport Attendant	28.87	29.88	30.92	32.00
Equipment Operator II	31.16	32.25	33.38	34.55
Experienced Labourer/Landfill Attendant	27.49	28.45	29.45	30.48
Labourer	27.49	28.45	29.45	30.48
Ski Hill Operator/Apprentice	28.87	29.88	30.92	32.00

**3.5% increase each year (2025, 2026, 2027, 2028)**