

COLLECTIVE AGREEMENT

between

THE CORPORATION OF
THE TOWN OF ATIKOKAN



and

CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 87.12

CUPE Canadian Union
of Public Employees

Term January 1, 2024 to December 31, 2027

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COLLECTIVE AGREEMENT

BETWEEN:

THE CORPORATION OF THE TOWN OF ATIKOKAN
(hereinafter called the “Corporation”)

OF THE FIRST PART

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES
and its LOCAL 87
(hereinafter called the “Union”)

OF THE SECOND PART

ARTICLE 1 – PURPOSE

1.01 Purpose

The purpose of this Agreement is: to define working conditions and pay rates; to maintain a harmonious relationship between the Corporation and its employees, to provide an amicable method for fairly and peacefully adjusting any disputes which may arise between the Corporation and its employees.

1.02 Compliance

The Corporation of the Town of Atikokan shall comply with all rules and the *Employment Standards Act*, 2000 in all cases.

ARTICLE 2 – DEFINITIONS

2.01 Employee

"Employee" shall include only such persons coming within the scope of the Bargaining Unit described in Article 4 – 4:01.

2.02 Steward

"Steward" shall mean an employee of the Corporation duly accredited in writing to the Corporation as such by the Union.

2.03 Accumulative Service

"Accumulative Service" shall mean the time actually employed or entitled to receive wages from the Corporation, the Union, or Workplace Safety and Insurance Board as a result of injuries sustained while employed by the Corporation, without loss of seniority. Periods of absence without pay exceeding thirty (30) days in a calendar year shall be not count toward accumulative service.

2.04 Permanent Full-Time Employee

A Permanent Full-Time Employee is defined as an employee who is employed in a permanent full-time position and who is normally scheduled to work thirty-five (35) or more hours per week.

Permanent Part-Time Employee

A Permanent Part-Time Employee is defined as an employee who is employed in a permanent position and who is normally scheduled to work less than thirty-five (35) hours per week on a regular basis.

Casual Employee

A Casual Employee is defined as an employee who normally works more than 24 hours per week and/or who is called in on an as needed basis and/or whose employment may vary in length from day to day and/or week to week. Casual Employees will not include those excluded from the Bargaining Unit as

described in Article 29.02(b).

Temporary Employee

A Temporary Employee (including Temporary Seasonal) is defined as an employee who is hired by the Town for a specific project or an employee who is hired by the Employer to fill a temporary vacancy or temporary position (including those situations in which the temporary vacancy or the temporary position is not filled following a job posting in accordance with Article 14). Temporary Employees will be terminated at the completion of their period of employment with no rights to recall. The period of temporary employment may be extended by mutual agreement of the Union and the Town. Temporary employees will be advised at the time of hire of their expected contract end date, subject to any agreed extension.

Temporary Employees who are project workers are Public Works employees hired for a specified period of time not to exceed five (5) months. The period of time may be extended by mutual agreement of the Union and the Town.

Temporary Employees are not entitled to the negotiated fringe benefits. The temporary positions are to be paid benefits required by statute.

Temporary Employees shall not in any way displace permanent employees nor will they be retained or granted work in preference to permanent employees who normally perform the work.

The Union will be advised, in writing prior to the hiring of any Temporary Employee, of the type of work, duration of work and wage rate.

ARTICLE 3 – MANAGEMENT RIGHTS

3.01 Management Rights

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

- (a) Maintain order and efficiency;
- (b) Hire, promote, demote, classify, transfer, suspend and rehire employees, and to discipline or discharge any employee for just cause, provided that a claim by an employee who has acquired seniority that they have been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided;

- (c) Make, enforce and alter, from time to time, reasonable rules and regulations to be observed by the employees;
- (d) Determine the nature and kind of business conducted by the Corporation, the kinds and locations of stations, equipment and materials to be used, the control of materials and parts, the methods and techniques of work, the contents of jobs, the schedules of work, the number of employees to be employed, the extension, limitations, curtailment or cessation of operations or any part thereof and to determine and exercise all other functions and prerogatives which shall remain solely with the Corporation except as specifically limited by the express provisions of this Agreement.
- (e) It is agreed and understood that these rights shall not be exercised in a manner inconsistent with the provisions of this Agreement.

ARTICLE 4 – RECOGNITION

4.01 Bargaining Unit

The Corporation recognizes the Union as the sole collective bargaining agent for all employees of the Town of Atikokan save and except: Chief Administrative Officer, Treasurer, Clerk, Deputy Treasurer, Deputy Clerk, Community Services Manager, Public Works Director, all persons engaged in Provincial “make work” incentive programs, foreman and persons above the rank of foreman and Casual Employees regularly employed for not more than twenty-four (24) hours per week.

4.02 Work of Bargaining Unit

Persons paid or unpaid whose jobs are not in the bargaining unit shall not displace persons who are included in the bargaining unit and when such persons are hired through grant programs, or when volunteers are accepted to do work, or when work is contracted out, the Union will be informed prior to such work taking place.

4.03 Contracting Out

The Employer agrees that it is preferable to have bargaining unit work performed by Employees in permanent jobs. The Employer therefore agrees that it will not contract out work without considering the following and will notify the Union, in writing, prior to any contracting out taking place.

Contracting out will not take place when the following conditions can be satisfied:

- a) In the opinion of the Employer, the skill and equipment required to perform the work are available within the

organization in sufficient quantity and quality to meet the time and cost parameters offered by a Contractor, and

- b) The skills and equipment available within the organization can be so re-allocated without undue interruption to other regularly required or scheduled work.

No employee, within the bargaining unit, shall be terminated or laid off as a result of any work being contracted out.

4.04 No Other Agreements

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

ARTICLE 5 – NO DISCRIMINATION

5.01 Employer Shall Not Discriminate

The Employer agrees that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, up-grading, promotion, transfer, layoff, recall, discipline, classification, discharge or otherwise by reason of age, race, creed, colour, disability, national origin, religion, political affiliation or activity, sexual orientation, sex, or marital status, family relationship, nor by reason of their membership or activity in the Union.

ARTICLE 6 – UNION SECURITY

6.01 All Employees to be Members

On commencing employment in a position within the bargaining unit, the employee's immediate supervisor or other representative of the employer will introduce the new employee to their Union Steward or Representative, as designated by the Union. All present employees who come under this Agreement shall maintain membership in good standing in the Union.

The representative designated by the Union will be given an opportunity to meet privately with each new employee during the first month of employment to acquaint them with the structure, benefits, and duties of union membership. A maximum of sixty minutes will be allowed for this purpose within regular working hours and without loss of pay for either employee. All new employees shall become members of the Union.

6.02 Check-Off Payments

The Corporation shall deduct from the pay of all employees covered by this Collective Agreement, all regular dues and assessments levied by the Union bi-weekly and shall submit the amount so deducted to the Union Secretary-Treasurer once per month, together with a list of the names of employees from whom the deductions were made.

6.03 Contact List of Employees

The employer will provide to the Union a list of all the employees in the bargaining unit. The list will include each person's name, job title/classification, home mailing address, home telephone number (and other available personal telephone numbers, such as cellular numbers), work e-mail, and, if available, personal e-mail.

The list will also indicate the employee's work site and employment status (such as full-time, part-time, temporary, casual), and if the employee is on a leave of absence, the nature of the leave.

The employee contact list will be provided in an electronic spreadsheet to the Union contact designated by the Local Executive on an annual basis.

6.04 Corporation to Notify Union of Staff Changes

The Corporation will notify the Union, in writing, of the names and addresses of all new employees coming within the scope of the Bargaining Unit within twenty (20) working days after they are hired, and the names and addresses of all employees on termination of their employment, with reason for termination – example (fired, laid off, quit) not later than date of termination.

6.05 Dues Receipts

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

ARTICLE 7 – LABOUR-MANAGEMENT RELATIONS

7.01 Union Bargaining Committee

The Corporation acknowledges the right of the Union to appoint or otherwise elect a Union Bargaining Committee and the Union agrees the said Bargaining Committee shall consist of not more than three (3) members of the Union and a CUPE Representative. In the event that the number of Town management employees on the negotiating team exceeds three (3), the Union will be entitled to increase the number of bargaining unit members at negotiations so that management and union employees are equal in number.

It is mutually recognized that the said Union Bargaining Committee shall be authorized to negotiate with the Corporation with respect to working agreements.

The Union shall provide the Corporation with the names of the Committee members prior to the beginning of any negotiations.

Bargaining meetings between the Employer and the Union shall be held during working hours. The Union bargaining committee will receive their regular scheduled wages.

7.02 Labour/Management Committee

The Corporation and the Union agree to establish a Labour/Management Committee consisting of two (2) representatives each. The Labour/Management Committee will meet at the request of either party at a mutually agreeable time to discuss matters of mutual concern. Union representatives on the Labour/Management Committee will not suffer any loss of remuneration while attending meetings. It is understood that this committee shall not supercede the activities of any other Committee established under this Agreement. Meetings of the Labour/Management Committee will be held during working hours.

7.03 Recognition of Stewards

The Corporation acknowledges the right of the Union to elect or appoint Stewards. The Steward may assist any employee the Steward represents, in the preparation and presentation of a grievance in accordance with the grievance procedure.

The Corporation agrees that Stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while investigating disputes and presenting adjustments as provided in the grievance procedure. The Union recognizes that a Steward will not leave their work during working hours to perform their duties under this Agreement without obtaining the permission of their supervisor or designate. Permission to leave work shall not be unreasonably denied.

7.04 Right of Fair Representation

The Union shall have the right at any time to have the assistance of a National Representative of the Canadian Union of Public Employees and any other advisor when dealing or negotiating with the Corporation. With the approval of the Corporation, the representatives/advisors may have access to the Employer's premises in order to deal with any matters arising out of this Collective Agreement. Such permission will not unreasonably be withheld.

ARTICLE 8 – RESOLUTIONS OF THE COUNCIL

8.01 Copies of Resolutions

All resolutions of the Town Council which affect employees within this bargaining unit shall be forwarded to the Steward of the Union and the CUPE National Representative by the Clerk.

ARTICLE 9 – GRIEVANCE PROCEDURE

9.01 Definition of Grievance

A grievance is defined as a difference between the Corporation and any employee or the Union relating to the interpretation, application, administration or alleged violation of this Agreement. Wherever this Agreement refers to the date of an event and a time period which is “within” a number of days of or following the event, the first day of the time period shall be the day after the date of the event.

9.02 Complaints

It is mutually desired by the parties hereto that complaints of the employee or the Corporation will be adjusted as quickly as possible and it is hereby agreed that an employee has no grievance unless the complaint has been referred to the Supervisor or designate within ten (10) working days of the circumstances giving rise to the complaint. If a complaint is not resolved within five (5) working days of being referred it may be dealt with as a grievance in accordance with the following procedure:

Settling of Grievances

STEP 1 An employee having a grievance or one designated member of a group having a grievance shall first take up the grievance, accompanied by the Steward with the Department Head or designate within five (5) working days of presentation of grievance, who will attempt to adjust the said grievance. A grievance must be commenced in writing within five (5) working days following the date on which a response to the complaint is received. A response to the grievance will be given in writing within ten (10) working days of receipt of the Step 1 Grievance.

STEP 2 If the grievance is not adjusted in step 1, the employee accompanied by the Steward will advance the written grievance within five (5) working days to the Employee Relations Committee of the Corporation. The said Committee shall hear the grievance within ten (10) working days. The Committee will render a decision within ten (10) working days of said grievance meeting.

STEP 3 If the grievance is not settled at steps 1 and 2 the grievance may be submitted by the Union or by the Corporation to Arbitration within thirty (30) working days after the decision rendered at Step 2.

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

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

9.03 Permission to Leave Work

The Union recognizes that each Steward or Union Officer is employed full time by the Employer and that they will not leave their work during working hours except to perform their duties under this agreement. Therefore, no Steward or Union Officer shall leave their work without obtaining permission of their supervisor which permission shall not be unreasonably withheld.

9.04 Layoff and Recall Grievances

Grievances concerning layoffs and recall shall commence at Step 1 of the grievance procedure and must be filed within ten (10) working days of the decision giving rise to the grievance.

9.05 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs or where a group of employees or the Union has a grievance, it will be referred to Steps 1 of the grievance procedure.

ARTICLE 10 – ARBITRATION

10.01 Composition of Board of Arbitration (or Single Arbitrator)

The Union and the Corporation may agree upon the arbitrator to hear the matter and for this purpose will exchange nominations.

Failing agreement between the parties within six (6) working days as to the arbitrator to be appointed, the matter may be referred within four (4) working days thereafter to the Board of Arbitration composed of three members. Either of the parties may inform the other party in writing of its desire to submit to arbitration by a three-man Board and the notice shall contain the name of the first party's appointee to an Arbitration Board. The recipient of the notice shall within five (5) working days, advise the other party of the name of its appointee to the Arbitration Board. The two appointees so selected shall within five (5) working days of the appointment of the second, both appoint a third person who shall be a Chairman.

The Employer and the Union may agree upon a single arbitrator instead of a three-member Board of Arbitration. In such event, the referral to arbitration

under 10.01 shall indicate the name of the proposed sole arbitrator instead of the party's nominee.

10.02 Failure to Appoint

If the recipient of the notice fails to appoint an arbitrator or if the two appointees fail to agree upon a Chairman within the time limit, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party.

10.03 Procedure

All differences between the parties arising from the interpretation, application, administration or alleged violation of the Agreement including any question as to whether the matter is arbitrable shall be arbitrable. No other difference shall be arbitrable.

In any arbitration, the written grievance of the employee or employees first presented, and the written decisions at each stage of the written grievance procedure in respect thereto, shall be presented to the Arbitrator or Board of Arbitration, and their decision shall be confined to deciding the issues therein set out.

10.04 Decision of the Arbitrator or Board of Arbitration

The Arbitrator or Arbitration Board shall hear and determine the difference or allegation and shall issue a decision, and the decision shall be final and binding upon the parties and upon the employees affected by it. The decision of a majority shall be the decision of the Arbitration Board, but if there is not a majority, the decision of the Chairman shall govern.

The Arbitrator or Board of Arbitration shall not alter, add to, subtract from, modify or amend any part of this Agreement.

No costs of any arbitration, including witness fees, shall be awarded to or against either party.

10.05 Expenses of the Arbitrator or Board of Arbitration

The Union and the Corporation shall each be responsible for one-half (1/2) the expenses of and fee payable to the Arbitrator. In case the matter is dealt with by a three person Board of Arbitration, the Union and the Corporation shall each be responsible for the expenses and fees of its nominee to such Board and for one-half (1/2) of the expenses of and fee payable to the Chairman.

10.06 Time Limits

Should the Union desire to take advantage of the procedure provided for in this Agreement for the settlement of grievances, each step in such procedure, up to and including the reference to appoint an Arbitrator or Arbitration Board, shall be taken by the Union, as the Case may be, within the time limits prescribed herein, or the grievance will be deemed to be finally abandoned.

10.07 Amending of Time Limits

Any time limits fixed for the taking of any action in connection with the specific grievance may be extended by written agreement between the Employee Relations Committee of Council and/or the Department Head and/or Steward.

10.08 Place of Hearing

Arbitrations shall be heard at Atikokan, Ontario, or at such other place as may be agreed upon by the parties.

10.09 Attendance at Grievance Meeting or Arbitration Hearing

At any meeting between the employee and the Department Head, under the provisions referred to above, the employees may be accompanied by the CUPE National Representative, or a duly accredited local representative of the Union. The Department Head likewise, may be accompanied by such individual as they may desire. The Corporation and the Union may agree that the employee or a member of the group of employees, involved in the grievance being appealed shall be present at such meeting or at the arbitration hearing.

ARTICLE 11 – CORPORATION GRIEVANCE

11.01 Corporation Grievance

It is understood that the Corporation may bring forward at any meeting held with the Steward, CUPE National Representative, or duly accredited Local representative of the Union, any complaint with respect to the conduct of the Union, or any of its members, its officers, or committee members, and that if such complaint is not settled to the mutual satisfaction of the conferring parties, it may be referred as a grievance commencing at step 2 of the grievance process. The Corporation agrees to abide by the time limits as outlined in Article 9 and 10 of the Grievance and Arbitration procedure.

ARTICLE 12 – DISCHARGE AND SUSPENSION

12.01 Discharge for Disciplinary Reasons

A permanent employee may be dismissed only for just cause and only upon the authority of the Corporation. The Department Head may suspend an employee but shall immediately report such action to the Corporation. Such employee and the Union shall be advised promptly in writing by the Corporation of the reason for such suspension or dismissal.

The refusal of an employee to cross the picket line of a legal strike shall not constitute just cause for discharge.

12.02 Discharge Procedure

A claim by an employee that they have been improperly discharged shall be processed as a grievance, provided such grievance is processed as provided for in Article 9 – grievance procedure commencing at Step 1 within five (5) working days of the discharge.

A grievance on the grounds that an employee has been improperly discharged may be settled by the parties by confirming the Corporation’s action in dismissing the employee or by reinstating the employee with full compensation for time lost or by other arrangement which is just and equitable in the opinion of the conferring parties.

12.03 Access to Personnel File

An employee shall have the right at any time to have access to and review their personnel file in the presence of a person authorized by the Employer, and shall have the right to respond in writing to any document contained therein. Such reply shall become part of the permanent record.

ARTICLE 13 – SENIORITY

13.01 (a) Calculation of Seniority

Seniority for a Permanent Full-Time Employee who has completed the probationary period shall mean the length of continuous service (calculated as set out below) since the employee’s most recent date of hire as a Permanent Full-Time Employee. When a Permanent Full-Time Employee has completed the probationary period the employee shall be credited with seniority from the employee’s most recent date of hire as a Permanent Full-Time Employee.

A Permanent Part-Time Employee who has completed the probationary period shall accrue seniority on a pro rata basis and shall be credited with one (1) year of seniority for every 1900 regular hours worked since the employee’s most recent date of hire, provided however that a Permanent Part-Time Employee may only accumulate one (1) year of seniority in one (1) calendar year. When a Permanent Part-Time Employee has completed the probationary period the employee shall be credited with seniority from the employee’s most recent date of hire as a Permanent Part-Time Employee.

Continuous service for the purposes of the calculation of seniority shall continue to accrue while a Permanent Full-Time Employee is working, on paid vacation, paid leave, approved education leave, maternity, parental leave or compassionate care leave, authorized leave of absence of thirty (30) calendar days or less, during the first year of absence due to work-related illness or injury and during the first year of an absence due to non-work-related illness, injury or disability.

(b) Casual and Temporary Employees

Casual and Temporary Employees shall not accrue seniority nor shall they have any rights, privileges or benefits affected by seniority except as may be specifically provided for in this agreement.

(c) Change in Status

If a Permanent Part-Time Employee becomes, without interruption in service, a Permanent Full-Time Employee that employee will be credited with their part-time seniority.

If, during the course of their temporary employment, a temporary full-time employee becomes a permanent full-time or part-time employee, their seniority will, upon completion of a new probationary period, be adjusted so as to include their regular hours worked as a temporary full-time employee in their most recent period of temporary employment.

(d) Seniority

Seniority shall be used in granting preference to permanent employees for the purpose of dealing with promotions, demotions, lay-offs and rehiring after lay-offs.

13.02 Seniority List

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be posted on all bulletin boards as soon as practicable as changes occur and at least, annually.

13.03 Probation for Newly Hired Employees

(a) Outside Workers

On completion of sixty five (65) working days within a period of four (4) calendar months, regular full time and regular part time outside employees shall be considered permanent for the purpose of this agreement. Until completion of this period of time such employees shall be considered probationary employees.

(b) Inside Workers and Union Swimming Pool Staff

On the completion of a continuous period of sixty five (65) working days inside employees and swimming pool staff shall be considered permanent for the purpose of this agreement. Until completion of this period of time such employees shall be considered probationary employees.

(c) Grievances

Grievances shall not be presented in connection with the dismissal or lay-off of a Probationary Employee unless the dismissal or lay-off is claimed to be because of discrimination for Union Activity or an alleged violation of the Ontario *Human Rights Code*.

13.04 Loss of Seniority

Seniority shall be considered lost and employment terminated if an individual employed by the Corporation:

- (a) voluntarily terminates their employment,
- (b) is justifiably discharged,
- (c) is laid off by the Corporation for a period continuing through two (2) full years.
- (d) fails to return to work immediately upon completion of any leave of absence which may have been granted, unless they have submitted evidence satisfactory to the Corporation of their inability to return, in which case an extension will be granted.
- (e) having been laid off, fails to return to work within fourteen (14) days after notification to return has been sent by registered mail to the last place of residence registered with the Corporation.
- (f) is absent from work in excess of five (5) working days without cause or without notifying the Employer, unless such notice could not have been reasonably given.
- (g) uses an authorized leave of absence for a purpose other than that for which the leave has been granted.
- (h) qualifies for or is accepted into a Workplace Safety and Insurance Board Labour Market Re-entry Plan or similar retraining program sponsored by the disability insurer based generally on the absence of a reasonable expectation that the employee will be capable of returning to work with the Town in the reasonably foreseeable future.

13.05 Retirement Age

There will be no mandatory retirement age and if the employer requires an employee to have a medical examination, the employer will be responsible for the cost.

13.06 Lay Offs and Recalls

An employee with seniority in the bargaining unit whose job is permanently affected by way of being discontinued or changed in a manner that will reduce the employee's rate of pay or regular hours of work, may, if they chooses, displace an employee with lesser seniority in any classification covered in this Agreement provided they have the necessary qualifications. Other employees who are affected by such a move shall be allowed to exercise their seniority rights in the same manner. Any employee displaced will be notified with information as to

their rights under this clause. In the event an employee is unable to find a suitable position due to being displaced, they shall be considered laid off.

13.07 Lay Offs and Recalls by Seniority

Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of seniority. Employees shall be recalled in order of their seniority providing they are qualified to do the work. No new employee will be hired until Permanent Full-Time Employees are given an opportunity of re-employment.

13.08 Filling a Vacancy Resulting from Displacement

Should a vacancy which the Corporation intends to fill occur in a classification from which an employee has been displaced through the exercise of seniority as provided in Article 13.07 the position will be offered to the displaced employee without posting provided that not more than twenty-four (24) months have elapsed since the employee's reclassification.

13.09 Re: Transfer and Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without their consent.

Any employee promoted or transferred to a position outside of the bargaining unit will retain their seniority held at the time of such promotion or transfer and will accumulate seniority for a period of one (1) year while outside the bargaining unit. In the event of their demotion or if the position outside the bargaining unit has come to an end, the employee will return to their last position in the bargaining unit.

If the position outside the bargaining unit is longer than 1 year, the Employer will notify the Union in writing requesting an extension. If the extension is denied, then the Employee will have to return to their last position in the bargaining unit or forfeit their seniority rights under the collective agreement. The Employer will continue to hold their position in the bargaining unit until their return.

An employee shall continue to pay union dues while employed in a position outside the bargaining unit.

ARTICLE 14 – PROMOTIONS AND STAFF CHANGES

14.01 Job Postings

When a vacancy occurs or a new position is created within the bargaining unit, the Employer shall notify the Union in writing and post notice of the position for a minimum period of five (5) working days on a provided bulletin board in the Public Works Garage, Recreation Wellness Centre Arena and Pool, golf course and Town Office. The Employer shall fill the position within the bargaining unit

effective twenty (20) working days from the date of vacancy, if it is the wish of the Employer to fill such vacancy. If the Employer decides not to fill the position, then the Employer will notify the Union of the reason in writing. It is understood that if the Employer decides not to fill the vacant position, bargaining unit work will not be performed by non-bargaining unit members. Such posting shall designate the job that is open and the rate of pay.

When a temporary vacancy of a full-time employee for an approved leave of absence or sick leave exceeds 3 weeks or the Employer receives a doctor's note for a 3 week period or longer the temporary vacancy will be posted immediately, until the full-time incumbents returns. Any further positions within the bargaining unit that may be affected by the original temporary vacancy will also be posted to ensure a full compliment of bargaining unit employees.

Any person hired as a casual and/or temporary (not including temporary seasonal) shall be entitled to the job posting procedure as described in the collective agreement.

Casual staff as defined in clause 29.02(b) are not eligible for postings.

14.02 No Outside Advertising

The Employer may post internally and advertise externally concurrently, however, no external candidates will be considered until all internal candidates have been considered and been found to lack the skills and qualifications for the position.

14.03 Role of Seniority in Promotions and Transfers

The Corporation endorses the principle of promotions within the bargaining unit. When a vacancy occurs, or a new position is created within the bargaining unit, the promotion shall be open for bids to all employees. Appointments from within the bargaining unit shall be made within three (3) weeks of posting.

The following factors are to be used:

- (a) Skill and qualifications of the position,
- (b) In the event skill and qualifications are equal, seniority shall be the governing factor.
- (c) Qualifications may not be established in an arbitrary or discriminatory manner.

14.04 Promotions

A promotion shall normally be in a job carrying a higher rate of pay than that of the employee's classified hourly rate or salary range.

14.05 Trial Period – All Employees

The successful applicant shall be notified within one week following the end of the posting period. If the successful applicant is unable to fill the position due to illness, worker's compensation, pregnancy, parental, or adoption leaves, etc. the vacant position will be awarded to the next senior qualified applicant.

The next senior successful employee who was awarded the position due to the illness etc., of the original successful applicant will have a 45 working day trial period but will not retain permanent ownership of this position. Upon the return to work of the original successful applicant they will be placed in this position and next senior successful applicant currently performing the duties of the position will be returned their previous position.

Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position, wage or salary rate, without loss of seniority.

The original successful applicant shall be placed on trial period for 45 working days in the position to qualify. Conditional upon satisfactory service the employee shall be declared permanent after the said period of 45 days worked.

In the event the successful applicant proves unsatisfactory in the position during the trial period or if the employee is unable to perform the duties of the new job classification, or if the employee so wishes they shall be returned to their former position, wage/salary rate, without loss of seniority.

The trial period may be extended upon mutual agreement between the Union and the Employer. Extension requests or agreements will not be made or denied in an arbitrary or unreasonable manner.

14.06 Storeskeeper

The Storeskeeper may on a temporary basis be directed to perform duties not in the Storeskeeper job description including duties of a lower paying classification. The Storeskeeper will suffer no reduction of pay when performing those duties.

The parties further agree that any Storeskeeper duties that were not able to be completed by the Storeskeeper due to their temporary assignment to another classification will not be transferred or assigned to any other union or non-union employees.

ARTICLE 15 – TERMINATION OF EMPLOYMENT

15.01 Notice of Termination

The Corporation shall give notice as defined in the *Employment Standards Act, 2000* as amended from time to time to permanent employees prior to termination of their employment, except in cases of suspension or discharge for just cause.

ARTICLE 16 – HOURS OF WORK

16.01 Hours of Work – Inside Employees

The regular hours of work shall be from 8:30 a.m. until 4:30 p.m. Monday to Friday inclusive.

16.02 Hours of Work – Outside Employees

The normal hours of work for all employees, save and except Landfill Attendant and Arena Attendant, shall be forty (40) hours per week, Monday to Friday inclusive from 7:00 am to 3:00 pm with a thirty (30) minute paid lunch break, unless mutually agreed upon by Council resolution for the term of the agreement.

For the purpose of this article, Storeskeeper and Engineering Technician shall be considered to be outside employees.

16.03 Adverse Weather Conditions

Unless previously notified, an employee reporting for work and sent home due to adverse weather conditions shall be paid the minimum compensation of four (4) hours at straight time rates, but this shall not apply in the case of other reasons or causes beyond the control of the Corporation.

ARTICLE 17 – OVERTIME

17.01 Rate of Overtime – Inside and Outside Employees

All time worked outside the normal work day, other than as specified under Clause 17.02 below, shall be on a voluntary basis, except where in the opinion of Management, emergency circumstances occur whereby the health, welfare, or property of the residents may be jeopardized, such work shall be compensated as overtime at the rate of one and one-half (1 ½) times the regular rate. All time worked on Statutory Holidays will be paid at double (2) the regular rate in accordance with Article 18.03.

17.02 Advance Notice

When overtime is required on any particular job the Corporation, or its officers, shall give notice of overtime as far in advance as is practical.

17.03 Sharing of Overtime

Opportunity for overtime work shall be equitably distributed on a calendar year basis amongst those classified for the job, but no employee shall be asked to work more than four (4) hours overtime in any one (1) day nor more than eight (8) hours on their day off or Statutory Holiday, except under emergency conditions.

An up-to-date summary of overtime worked shall be posted on the bulletin board of the Corporation and refusal of an employee to accept overtime work will be noted and the hours that the employee had an opportunity to work overtime will count in the equitable distribution of overtime.

A newly hired employee, an employee absent from work for a period in excess of 65 shifts due to long term disability, illness or injury, an employee who transfers into another classification or an employee who returns to their classification will start their overtime at the equivalent of the highest posted in the classification that they will be working in.

17.04 No Lay-off to Compensate for Overtime

No employee shall be laid off for the purpose of counteracting the effect of overtime.

17.05 Meal Allowance

(a) When an employee is away on approved out of town business the Town's expense policy will apply.

An employee who is on Town business where the expense policy does not apply will receive a \$30.00 meal allowance if they are out of town two hours or more beyond the end of their regular work day or 2 hours or more before the start of their regular work day.

(b) Overtime Meal Allowance

Regular full-time employees will be allowed a thirty (30) minute meal break at the overtime rate, after a minimum of three (3) hours overtime before or after a scheduled regular or overtime shift of eight (8) hours. The Corporation will provide a \$25.00 meal allowance.

17.06 Call Back Pay

An employee having completed their full regular eight (8) hour day's work and having been recalled to work, or having been called out on a day other than a normal work day, shall receive the applicable overtime rate of pay, or a minimum compensation of four (4) hours at straight time rate, whichever is the greater.

17.07 Call-outs During Vacation

(a) If an employee wishes to be called for overtime after 3:00 p.m. on the last scheduled work day of their vacation, they will sign the request for call back

on their request for leave slip. They will be called if it is their turn and will receive a star if they have requested this option and refuse a call-out. Only in a “serious emergency” would an employee be called during their vacation.

- (b) An employee having completed their full regular eight (8) hour day’s work and having been informed of overtime before midnight, for the next regular work day, will be compensated at the overtime rate of pay for all hours worked before the regular shift.

If the employee is called out after midnight for that regular work day, they will be compensated for a minimum of four (4) hours at straight time or compensated at the overtime rate of pay, whichever is the greater.

17.08 Authorization of Overtime – All Employees

All time worked outside the normal work day must be authorized by Supervisor or Designee.

17.09 Time Off in Lieu of Overtime

Instead of cash payment for overtime, an employee may choose to receive time off at the appropriate overtime rate. Employees may bank up to a maximum of one hundred and twenty (120) hours of overtime. A maximum number of one hundred and twenty (120) hours of bank time may be taken off in any one calendar year, at times approved by the Department Head.

Any such time off will be granted at the discretion of the Department Head. Requests for time off will not be unreasonably denied, but planned and emergency work will be considered when making such a determination. Any portion of bank time may be taken in cash at any time. An unlimited amount of bank time may be used to work backwards from a retirement date to determine the last day worked prior to retirement. Beginning at the retirement date, and working backward in time, bank time is applied first, vacation and floating holidays are applied second.

17.10 Paid Rest Period

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

Outside workers shall be permitted a rest period of fifteen (15) consecutive minutes only in the first half of the day, but such rest period must be taken on the job site.

17.11 On the Job Training

The Employer will maintain a system of on the job training, to give interested employees, in accordance with seniority, the opportunity to receive training to qualify for promotion or transfers. During such temporary training periods there will be no change in the basic rate of pay of the employee training.

ARTICLE 18 – HOLIDAYS

18.01 (a) Permanent Employees

All permanent employees within the scope of this Agreement shall be paid at the regular rate of pay for each of the following legal holidays provided the employee works their scheduled shift prior to, and their scheduled shift subsequent to the Statutory Holiday unless their failure to do so is with reasonable cause. “Scheduled shift” and “reasonable cause” shall be interpreted and applied in a manner which is consistent with the *Employment Standards Act*.

New Year’s Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	Family Day

All employees are granted leave of absence with pay, the last four (4) hours of the last working day before Christmas and New Year’s day.

(b) Temporary and Casual Employees

Temporary and Casual Employees will receive holidays and holiday pay in accordance with the provisions of the *Employment Standards Act, 2000*.

18.02 Floating Holidays

In addition, the employee is entitled to two (2) floating paid holidays within each year to be taken at a time mutually agreed upon between the employee and the Employer.

18.03 Statutory Holidays Discussion

The statutory holidays must be discussed by November 25 of each year prior with the union and the employer and the master schedule for the statutory holidays will be out by December 15 of that year so that employees can plan and book their holidays.

18.04 Compensation for Holidays Falling on Weekend

If any of the holidays in Clause 18.01 fall on a Saturday and/or Sunday, the previous Friday or the following Monday shall be deemed to be holidays, as determined annually by the management with mutual agreement of the Union.

This clause does not apply to:

1. The Landfill Attendant; or
2. Employees employed by the Recreation Department (with the exception of the permanent full-time Arena Attendant).

18.05 Pay for Work on a Holiday

Where for any cause any employee within the scope of this agreement is required to work during any of the above described legal holidays, or part thereof, such employee shall be paid double time for the time worked in addition to the normal pay for the holiday.

ARTICLE 19 – VACATIONS

19.01 (a) Vacation Entitlement – Permanent Full-Time Employees

An employee shall be entitled to annual vacation with pay in accordance with their calendar years of employment as follows:

- Less than one year - One (1) day for each month
{maximum 10 days}
- After one year - Two (2) weeks
- After two years - Three (3) weeks
- After eight years - Four (4) weeks
- After seventeen years - Five (5) weeks
- After twenty-five years - Six (6) weeks
- After thirty years - Six (6) weeks plus one (1) additional day
of vacation for each year of service thereafter

Vacations for the previous year become due on January 1st of the subsequent year and such vacation must be taken by January 31st of the subsequent year.

Notwithstanding vacation entitlements due to years of service, an employee who is off work due to long-term disability for a period of more than one (1) year shall be entitled to a minimum of two (2) weeks vacation or a maximum of fifty percent (50%) of their annual vacation entitlement. An employee who is off work due to long-term disability for a period of more than two (2) years shall not be entitled to vacation entitlement for the absent period. An employee returning to the workplace shall become eligible for vacation entitlement as per the collective agreement.

Employees on a leave of absence for more than 30 days will not be entitled to vacation entitlement.

(b) Vacations – Inside Employees

An employee who is scheduled to work 25 hours a week shall have their vacation pro-rated accordingly.

(c) Employees other than Permanent Full time

Employees other than Permanent Full-Time Employees will be dealt with in accordance with the *Employment Standards Act, 2000*.

19.02 Employees Resuming Employment

An employee who resumes employment with the Corporation without loss of seniority shall be allowed a vacation in the calendar year subsequent to their return on a pro rata basis based on the number of years of accumulated service without loss of seniority.

19.03 Vacation Pay on Retirement

Retiring employees are allowed to draw such holiday pay as they are entitled to at the time of retirement.

19.04 Sick Leave During Vacation

An employee who is injured or becomes ill while on vacation may use their sick leave gratuities but must present a certificate from a qualified medical practitioner for the interval while injured or sick and the balance of their vacation shall be taken at a time mutually agreeable to the employee and the Department Head.

19.05 Vacation

- (a) Vacations will only be awarded to a maximum of 20% of the workforce at any one time.
- (b) Requests for scheduled vacation shall be made by April 1st. Employees denied their original request shall submit a new request, and all new requests shall be determined based on seniority. The primary vacation schedule shall be posted on May 1st. Vacation requests submitted after April 1st shall be granted on a first come first served basis.
- (c) Granting of vacations are not automatic, sufficient employees in each classification must be available for the efficient (satisfactory) operation of the Employer.
- (d) The Employer shall notify employees of the acceptance or denial of their vacation requests (except those made under paragraph (b) above, within 72 hours of receipt of the written request of the Employer.

ARTICLE 20 – SICK LEAVE PROVISIONS

20.01 The provisions of Article 20 shall only apply to Permanent Full-Time Employees and Permanent Part-Time Employees normally scheduled to work twenty five (25) hours or more per week. Unless otherwise provided herein, the provisions of this Article will apply only when an eligible employee is accruing seniority.

20.02 Sick Leave Defined

Any employee who becomes incapacitated for work (and not receiving benefits under the Workplace Safety and Insurance Board) shall receive full pay for sick time to the extent of sick leave credits they are entitled to receive and their sick leave credits will be debited accordingly.

20.03 Annual Paid Sick Leave

(a) Employees Hired on or Before March 3, 2009

An employee hired on or before March 3, 2009, shall receive annual paid sick leave as follows:

Each employee shall be credited with sick leave at the rate of one and three-quarters (1-3/4) working days for each month worked, pro-rated for part months worked.

Working days or the purposes of the calculation of sick leave entitlement include those on sick leave or while on compensation as a result of an industrial accident for the period during which benefits must be continued by statute, or scheduled vacation, but not for days when long term disability benefits are being received or when an employee is receiving WSIB payments as a result of an industrial accident or injury with a previous employer.

Sick Leave Provisions – Inside Employees

An employee who is scheduled to work 25 hours a week shall have their sick leave credits pro-rated at one and one-quarter (1 ¼) days per month.

(b) Employees Hired After March 3, 2009

An employee hired after March 3, 2009, shall receive annual paid sick leave as follows:

Each employee shall be credited with sick leave at the rate of one and one-quarter (1 ¼) working days for each month worked, pro-rated for part months worked.

Working days for the purposes of the calculation of sick leave entitlement include those on sick leave or while on compensation as a result of an industrial accident for the period during which benefits must be continued by statute, or scheduled vacation, but not for days when long term disability benefits are being received or

when an employee is receiving WSIB payments as a result of an industrial accident or injury with a previous employer.

Sick Leave Provisions – Inside Employees

An employee who is scheduled to work 25 hours a week shall have their sick leave credits pro-rated at three-quarters (3/4) days per month.

20.04 Worker's Compensation Pay Supplement

It is agreed that the Corporation by request of an employee, will make up the pay of an employee injured on the job as long as Worker's Compensation is paid; the monies so paid by the Corporation over and above the Worker's Compensation allowance to be charged to the employee's sick leave credits at the rate of one-quarter (1/4) day of sick leave for each day spent on compensation until the employee's sick leave benefits have been completely exhausted thereafter the employee shall be entitled to Worker's Compensation only.

20.05 Extension of Sick Leave

Where an employee returns to work after a period of illness exceeding their sick leave credits, such employee shall be entitled to receive pay for such excess time lost due to illness to the extent of such sick leave they may earn during the balance of that particular year.

Every employee claiming such pay shall be required to furnish a certificate signed by a duly qualified practitioner certifying that during such period such employee was unable to perform their duties due to personal illness. Any employee who fails to comply with any of the conditions in this paragraph set forth or who attempts wrongfully to obtain sick pay benefits, shall have all the rights of appeal provided in this Agreement.

Where an employee has used paid sick leave in advance of earning it under this Article, and their employment ends prior to earning that leave, the Employer may recover the value of the unearned leave from the employee's final pay, provided such deduction complies with the requirements of the *Employment Standards Act*.

20.06 Proof of Illness

Notwithstanding Clauses 20.01 to 20.04 inclusive, an employee absent for less than four (4) consecutive days and claiming sick pay is not required to substantiate their claim, but an employee absent for more than three (3) consecutive days and claiming sick pay is required to produce in writing, a certificate from a duly qualified medical doctor, dentist, or optometrist, stating that they have attended such employee during such period and that the employee is now medically fit to perform their usual duties. The Corporation shall reimburse any employee the cost of a medical certificate that the Corporation requires.

A medical examination may be requested by the Town, for any employee who is repeatedly on sick leave, or for whom the Employer has reasonable suspicion about the validity of the claim. The cost of such medical to be paid for by the Town. The Town will retain the right to choose a doctor of its choice.

20.07 Notification of Absence Due to Illness

An employee who is sick will notify the employer as soon as possible and prior to the start of their regular scheduled shift.

20.08 Illness in Family

An employee shall provide written notice to their supervisor, to use a maximum of ten (10) accumulated sick leave days per annum to care for a family member who is ill.

Family members shall be defined as a spouse or partner, child, step child, parent, step parent or parents-in-law. The provisions of Article 20.06 with regard to Proof of Illness will apply.

ARTICLE 21 – LEAVE OF ABSENCE

21.01 For Union Business Required by the Corporation

All duly elected Union officials shall be allowed time off with pay for attending to any Union business during normal working hours when such business is required, by the Corporation or its officers, to be attended to during such hours.

21.02 For Union Functions

Upon request to the Employer, an employee elected or appointed to represent the Union at conventions shall be allowed leave of absence with pay and with benefits. It is agreed that the Corporation will bill the Union for this time.

Leave of absence with pay and without loss of benefits shall be allowed for employees to attend Executive and Committee meeting of CUPE, its affiliated or chartered bodies and any labour organizations with which the Union is affiliated.

21.03 Bereavement Leave

On notification by a Permanent Full-Time Employee of a death, such employee will automatically be granted a leave of absence with pay as follows;

5 days – immediate family, ie. spouse/partner, parent, step parent, child, step child, brother, step brother, sister, step sister.

3 days – in-laws, grandchild, grandparent/s

1 day - aunt, uncle

All other employees will be granted similar leave without prejudice and without pay.

If the funeral of any immediate family member is to take place over 320 kilometers distance from Atikokan, an employee shall be granted an additional two days traveling time, but the employee requesting same must show evidence of having attended the funeral if requested by the Town.

In the event internment will take place at a later date the employee may choose to save all or some of the bereavement leave for such time.

21.04 Medical Care or Personal Business Leave

At the discretion of the Corporation, an employee may be granted leave of absence where unavoidable physical disability or other urgent personal business necessitates temporary absence from work, providing that an application for such leave shall be made as far in advance as possible. The employee being granted leave of absence up to a maximum of six (6) months will continue to accumulate seniority.

21.05 Paid Jury or Court Witness Duty Leave

The Employer shall grant leave of absence without loss of seniority to an employee who serves as a juror or witness in any Court. The Employer shall pay such an employee the difference between their normal earnings and the payment they receives for jury service or Court witness excluding payment for travel, meals or other expenses. The employee will present proof of service and amount of pay received.

21.06 Armed Service

Employees serving in any of the Canadian Armed Services in time of National Emergency shall upon honorable discharge there-upon be entitled to return to their former positions in the employ of the Corporation and shall be granted seniority for such service.

21.07 General Leave

The Department Head may, after giving consideration to the reasons for the leave, any other time off the employee may otherwise have available, and to the business and the operational needs of the Town grant leave of absence without pay, for reasons considered adequate and sufficient, for a period of five (5) days or less. A request will not be unreasonably denied. The Town will, if requested, meet with the employee to discuss the decision. For leave of absence of longer periods such leave shall be authorized by CAO or designee.

21.08 Education Leave for Examination

An employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations to up-grade their employment

qualifications with the approval of the Department Head of the length of the leave of absence.

21.09 Pregnancy, Parental, Adoption Leaves

Leaves of absence under this article will be as per *Employment Standards Act*, 2000.

ARTICLE 22 – PAYMENT OF WAGES AND ALLOWANCES

22.01 Pay Rates

The Corporation shall pay salaries and wages in accordance with Schedule “A” attached hereto and forming part of this Agreement.

22.02 Pay on Promotion – Inside Employees

Employees receiving a promotion shall not be paid a rate lower than that received prior to promotion or lower than the first increment of the next position, whichever is the higher.

22.03 (a) Pay on Higher Rated Job – Outside Employees

The minimum hourly rate of pay for any employee shall be that of the workman’s job classification and if that worker works at a job of higher classification for a portion or all of a day, except as provided in clause 17.11 where training occurs, then the worker shall be paid at the higher classification for the duration of the day.

(b) Pay on Higher Rated Job – Inside Employees

An employee assigned, promoted or classified to a higher paying position carrying a single rate of pay shall receive the rate of pay and benefits for the position when the employee is in that position for the second consecutive day, the pay will be retroactive to include the first day of the appointment.

(c) Pay on Transfer, Lower Rated Job

When an employee is assigned to a position paying a lower rate, their rate shall not be reduced.

22.04 Cost of Living Adjustment

If all Canada CPI of June of current year exceeds CPI of June of previous year by more than 5% (capped at 10%) the percent difference will be folded into wage rate in September of the current year. (Half of each percent rounded to the nearest one percent shall be paid).

22.05 Retirement Gratuity

(a) An employee hired on or after May 1, 1986, shall receive a retirement gratuity as follows:

An employee after five (5) years or more continuous service with the Corporation will receive, on retiring on an OMERS pension plan, an amount equal to their salary, wages or other remuneration for one-half (1/2) the number of their days standing of sick pay credits, and in any event, not in excess of the amount of one-half (1/2) of one (1) year's earnings at the rate received by the employee to retirement. In the event of the death of the employee, no amount is payable

- (b) Any employee hired before May 1, 1986 shall receive a retirement gratuity as follows;

On retiring on an OMERS pension plan, an amount equal to their salary, wages or other remuneration for 75% of the number of their days standing of sick pay credits, and in the event, not in excess of 260 days at the rate received by the employee prior to retirement. In the event of death of the employee, no amount is payable.

- (c) Any employee upon retirement and whose retirement date falls on or after September 1st of any year, may at their request, filed in writing prior to the retirement date, defer receipt of the severance payment entitlement until the month of January of the next succeeding year.

22.06 Education Allowance

The Employer shall pay 100% of tuition costs upon successful completion of academic or technical course approved by the Employer. Further education allowance may be applied for under By-law No. 16-93.

22.07 Licences

The Employer will also pay one hundred percent (100%) of the cost of the renewal of an outside employees' class A, D or class Z driving licence.

22.08 Medicals

The Employer shall pay one hundred percent (100%) of the cost of employee medicals that the Corporation requires of its employees.

ARTICLE 23 – JOB EVALUATION AND CLASSIFICATION

23.01 Job Evaluation and Classification

An annual job evaluation shall be made 20 working days from the anniversary date of becoming a permanent employee and notification of the evaluation sent to the Union. The employee is eligible for reclassification upon recommendation by the Department Head after serving one (1) year in each job class until reaching 1st class level.

23.02 No Elimination of Present Position

No employee shall be laid off or have their employment terminated as a result of technological change or contracting out.

Any additions, or deletions to existing position descriptions, wage rates or new positions coming within the bargaining unit will be the subject of discussions and agreement between parties.

23.03 Changes in Classification

The Employer agrees that when a job is created or major tasks are changed within the bargaining unit, the rate of pay shall be subject to negotiations with the Union.

The new rate shall be retroactive to the time the new position was first filled or the date of change in duties.

If the parties are unable to agree the matter may be referred to grievance and arbitration procedures.

ARTICLE 24 – EMPLOYEE BENEFITS

24.01 The provisions of Article 24 shall only apply to Permanent Full-Time Employees and Permanent Part-Time Employees normally scheduled to work twenty five (25) hours or more per week. Unless otherwise provided herein, and subject to the terms of the insurance policies, the provisions of this Article will apply only when an eligible employee is accruing seniority.

24.02 Employee Benefits

(a) Hospital and Medical Insurance

The Corporation shall contribute one hundred percent (100%) of the cost of the premium for providing hospital insurance, in accordance with the provisions of the Health Insurance Commission Act, for employees of the Corporation.

The Corporation agrees that in the event that hospital insurance is provided at no cost to the employee or employer, that they will discuss the possibility of negotiating additional benefits up to the value of the premiums paid by the employer at that time.

The Corporation shall contribute one hundred percent (100%) of the cost of the premium for providing extended health care for each member of the bargaining unit and their families with the exception of prescription drugs. Prescription drugs will be claimed by using a \$25/\$50 deductible drug card.

(b) Dental Care

The Corporation shall contribute one hundred percent (100%) of the cost of the premium for providing a basic dental plan plus major restorative and orthodontia for each member of the bargaining unit and their families. The dental examination recall will be 9 months.

The major restorative and orthodontia plan will provide a co-insurance percentage of 80% Corporation and 20% member of the bargaining unit.

(c) Vision Care

The Corporation shall contribute one hundred percent (100%) of the cost of the premium for providing a vision care policy. The policy will provide \$600.00 per family, per year.

24.03 Life Insurance

The Corporation shall contribute one hundred percent (100%) of the cost of the premium to provide a \$60,000.00 life insurance policy for each member of the bargaining unit.

24.04 Benefit Coverage During Leave of Absence

For the first three (3) months of a leave of absence granted pursuant to article 21, an employee may, subject to the terms of the insurance policy, choose to maintain the coverages in 24.02 by prepaying the full monthly premium cost one (1) month in advance for those policies.

Benefit Coverage During Lay Offs

The Corporation agrees to pay its share of premiums for group insurance plans in article 24.02 and 24.03 for the one (1) month following the month of layoff. The laid off employee will pay their share of any premiums from final wages. In the event of a longer layoff, and for a period not exceeding 5 months of layoff or beyond age 65 (whichever occurs first), laid off employees may continue to maintain these coverages, subject to the terms of the insurance policy, by prepaying the full monthly premium cost one (1) month in advance for those policies.

Employee failure to remit premium costs

Failure by an employee to remit the premium costs one (1) month in advance of the month for which coverage is sought will result in permanent termination of the benefit coverage.

24.05 Long Term Disability

(a) The Corporation shall pay one hundred percent (100%) of the cost of providing for a Long Term Disability Plan. The plan provides as follows: 75% of normal earnings; seventeen week (17) waiting period; Long Term Disability benefits to continue up to age sixty-five (65) or until employee returns to work unless otherwise required by statute. The seventeen week

(17) waiting period must be taken from accumulated sick leave credits, if the employee has that many days accumulated. The Long Term Disability Plan applies only to full time employees.

- (b) Employees on Long-Term Disability on January 1st of any year are not entitled to clothing/safety entitlements under Article 26.
- (c) Employees on Long-Term Disability may, at their request, elect to have their accrued vacation, floaters, and banked time paid out.

24.06 Early Retirement

When an Employee retires before age sixty-five (65) on an OMERS unreduced pension plan with either an OMERS calculated 90 Factor or with thirty (30) years of OMERS credited and eligible service, the premium for the following retiree insurance plans will be paid for five (5) years or until the employee reaches age sixty-five (65), whichever is less:

- (a) accidental death and dismemberment insurance,
- (b) life insurance,
- (c) extended health insurance (excluding out of country coverage), and
- (d) dental insurance.

If the retired employee has not reached the age of sixty-five (65) after the 5 year period referred to above, the employee may, subject to the terms of the insurance policies and at their own cost, pay the premium to maintain the above policies in place for an additional five (5) years or until the employee reaches age sixty-five (65) whichever is less.

Increases in premium costs above Dec 31, 2012 levels will be paid by the retired employee annually in advance. Failure of an employee to pay any premium costs required to be paid by the employee monthly in advance will result in the permanent loss of this benefit for the retired employee.

A retired employee will immediately and permanently cease to be eligible for this benefit if that retired employee accepts employment or otherwise works, except with the Town, during the period of eligibility.

24.07 Benefits After 65

An employee continuing employment with the Corporation past the age of 65 will continue to be eligible to receive those benefits described in Article 24 subject to the terms of the insurance policy, including termination provisions and provisions related to age with the exception of Long Term Disability. The benefits to be included in the insurance policy for these employees will not include any benefits provided by the Provincial or Federal Government.

24.08 The Town shall have the right to select or change any of the insurance carriers in respect of any of the above listed insured benefits provided that in the event that any carrier is changed an equivalent or greater level of benefits will be maintained.

ARTICLE 25 – SAFETY

25.01 Co-operation on Safety

The Union and the Corporation recognize that safety is the joint responsibility of both parties and it is agreed that the employees and the Corporation will co-operate in the application and enforcement of all safety regulations and the maintenance of sanitary working conditions.

25.02 Union – Employer Safety Committee

The Employer will comply with the requirements of the *Occupational Health and Safety Act*.

25.03 Safety Measures

The Corporation agrees to provide all necessary safety equipment required to perform the work, except for safety boots. Safety boots are required and are the responsibility of the employee.

The Jackhammer, Compressor, Steamer and Rodding Machine be classified as a two (2) man operation; the Rodding Machine requiring one (1) operator and one (1) helper.

25.04 Ontario Employment-Related Statutes

The Corporation agrees to abide by all Ontario employment-related statutes.

25.05 On-going Training

The Corporation agrees that on-going training is essential to operations and will provide on-going work and safety training.

25.06 Minimum Number of Workers

The Corporation agrees that some equipment and operations requires a minimum number of people to perform the work safely. The Corporation will ensure that the minimum number of workers are assigned to equipment at all times for the safe operation of the equipment.

ARTICLE 26 – SUPPLY AND CARE OF CLOTHING – Outside Employees, Engineering Technician/Planner and Storeskeeper

26.01 Supply of Clothing

All employees will be supplied with a two-piece water proof suit, numbered and issued to each personally, and such suits shall be kept on the premises of the Corporation, and gloves, hard hats and safety glasses as determined by the Supervisor.

26.02 Hip Waders

Employees whose work requires them to work in ditches or trenches shall be supplied with hip waders.

26.03 Clothing Allowance

All employees in the Public Works Department shall receive two hundred and seventy-five dollars (\$275.00) annually for clothing allowance by January 31st of every year.

26.04 Prescription Safety Glasses

The Corporation will provide one (1) pair of safety goggles to each employee. Employees requiring prescription safety goggles will submit a claim for same under the Employer's Extended Health Benefits. The Employer will pay the cost of prescription safety goggles which is in excess of the amount covered by the insurer.

ARTICLE 27 – GENERAL

27.01 No Strikes or Lockout

(a) The Union will not call a strike and the Corporation will not institute a lockout for any cause whatsoever during the term of this Agreement.

(b) The Union will not during the term of this Agreement permit any member of the Union to promote or endeavour to influence other members to strike, under penalty of immediate expulsion from the Union.

(c) The Union will protect equipment and property of the Corporation in case of a strike by the Union by ensuring that properly qualified employees are supplied to perform any duties necessary to safeguard such equipment and property.

27.02 Gender Inclusive Language

Gender neutral pronouns (they/them/their) are used in this Agreement to denote all genders and to refer to persons both singular and plural.

27.03 Tool Allowance

Mechanics shall receive a three hundred fifty dollars (\$350.00) tool allowance every year providing tools are for employment and receipts are submitted. This allowance only applies to the incumbents that posted into the position.

All tools and equipment needed to perform the position of mechanic in an acting capacity, will be supplied by the Employer.

ARTICLE 28 – TERM OF AGREEMENT

28.01 Duration

This Agreement shall continue in full force and effect from the 1st day of January, 2024 until midnight on the 31st day of December, 2027.

If either party desires to terminate this Agreement as of midnight on the 31st day of December, 2027, it shall, not less than (30) days and not more than ninety (90) days, prior to such date, give written notice to the other of such notice of termination.

If neither party shall so give notice to terminate, amend or revise this Agreement, it shall continue in effect from year to year subject to termination, amendment or revision on written notice to the other given not less than thirty (30) days and not more than ninety (90) days prior to the termination date in any subsequent year.

28.02 Notice of Changes

If either party desires to amend or revise this Agreement it shall so give notice not less than thirty (30) days and not more than ninety (90) days prior to the termination of the Agreement.

In the event of such notification being given, negotiations between the parties shall begin within fifteen (15) days following such notification.

It is understood that during negotiations following upon notice of termination or notice of amendments, either party may bring forward counter proposals arising out of or relating to the original proposals.

The Corporation agreed that there be space allotted at the end of each Agreement for Memorandum of Agreement and Memorandum of Understanding.

ARTICLE 29 – SWIMMING POOL

29.01 Clothing Allowance

All swimming pool employees who work more than 520 hours in the previous year and are within the bargaining unit shall receive \$200.00.

29.02 Staff

(a) Regular

The complement of staff shall be frozen at the current level of three (3) regular staff guards (employees) until through attrition and/or increased hours, each incumbent is offered 24 hours per week on average (providing the Municipality can handle its programs under such conditions).

(b) Casual

Casual staff may be hired to fill hours for which regular incumbents are not available. Casual is defined as: Someone hired on an as needed basis, said person will not be part of C.U.P.E., said person shall be employed only for the time needed, wages for said person shall be determined by the Municipality.

(c) Staff Training

All regular staff shall receive training for temporary APS and APS hours will be divided equally in rotation.

Rotation will start with the most senior person (as of July 7th, 1986) and proceed down the seniority list. If the person in line misses their turn at APS, said individual shall wait for their turn in the rotation to come up again before serving as APS. It is imperative that the job performance be satisfactory if said employee is to continue to serve as APS. Staff training to be paid for.

(d) Staff Scheduling

- (a) The weekend schedule shall be part of the work week to ensure equality in hours.
- (b) The employee allotment of hours shall be picked at such a time that efficiency in programming is met (i.e. employees shall pick their hours within a short period of time so that the process does not become lengthy and drawn out). Said period of time shall be determined by the Community Services Manager or their designate to ensure said efficiency.
- (c) Hours picked must be picked so that consistency in teaching classes is met.

- (d) If an employee needs someone to work for them, said employee shall ensure that the person working for them is qualified, and that said person is obtained by observing the “seniority system”.
- (e) Scheduling shall be done by Sessions as per usual.
- (f) If the equal share of hours is greater than an even number, the extra hours generated shall be picked by seniority.

Swimming Pool Staff will get 32 hours paid sick leave per year, to be used when an employee becomes incapacitated for work. Such sick leave hours may not be carried over from year to year, and will not be paid out if unused. Article 20 of the Collective Agreement does not apply to such employees. Swimming Pool Staff are not entitled to any other benefits or entitlements except as are set out in this Schedule A-3.

Each regular employee shall be allotted an equal share of available hours.

$$\{\text{i.e.}\} \frac{\text{Total Hours Available}}{\text{Number of Regular Employees}} = \text{Allotment}$$

Each regular employee fills their allotment in order of seniority and according to qualifications.

Any hours left over are offered a second time in order of seniority.

Any hours left over after that may be distributed to casual staff.

(g) Lunch Room

A lunch room (staff area) will be made available provided no structural changes, or additions made to the building.

(h) Staff Meetings

Employees required to attend staff meetings will be paid for time in attendance at meeting.

(i) Hours Outside of Shift

All time worked before or after the regular shift to be paid.

Schedule "A"

SCHEDULE A-1 - WAGE SCHEDULE - OUTSIDE WORKERS

Classification	2.35% Jan-Dec 2024	2.75% Jan-Dec 2025	2.95% Jan-Dec 2026	2.95% Jan-Dec 2027
Machine Operator "A"	32.17	33.05	34.03	35.03
Machine Operator "B"	31.46	32.33	33.28	34.26
Temporary Labourer	19.53	20.07	20.66	21.27
Labourer- Class 3	29.05	29.85	30.73	31.63
Labourer -Class 2	30.74	31.58	32.51	33.47
Labourer –Class 1	31.17	32.02	32.97	33.94
Truck Driver	31.60	32.46	33.42	34.41
Mechanic Lead Hand	35.91	36.90	37.99	39.11
Mechanic Certified	34.56	35.51	36.56	37.64
Mechanic Apprentice	31.17	32.02	32.97	33.94
Handyman-Maintenance Man	33.73	34.66	35.68	36.74
Greenskeeper – Class 1	32.27	33.16	34.14	35.14
Greenskeeper	31.65	32.52	33.48	34.46
Sewer Truck Driver/Operator	31.85	32.73	33.69	34.69
Asst. Sewer Truck Driver/Oper.	31.85	32.73	33.69	34.69
Public Works Lead Hand	35.85	36.84	37.93	39.04
Arena Attendant – Day Shift	32.27	33.16	34.14	35.14
Arena Attendant-Afternoon Shift	32.83	33.74	34.73	35.76
Recreation Lead Hand	33.73	34.66	35.68	36.74

Shift Differential of \$.35 to apply to all shifts on Saturday and Sunday.

Wage increases will be retroactive and payable to all employees employed during the term of the Agreement.

Apprentice Mechanic

- 50% of the certified mechanic rate during 1st period of instruction
- 60% of the certified mechanic rate during 2nd period of instruction
- 70% of the certified mechanic rate during 3rd period of instruction
- 80% of the certified mechanic rate during 4th period of instruction
- 90% of the certified mechanic rate during 5th period of instruction

During in-school instruction when a living allowance is made by the Department of Labour, the Town will make up the difference between the cost of living allowance and the apprentice's regular rate.

However the minimum for an apprentice will be:

	2.35% Jan-Dec 2024	2.75% Jan-Dec 2025	2.95% Jan-Dec 2026	2.95% Jan-Dec 2027
For the 1st 65 working days employed with the Town	29.05	29.85	30.73	31.63
For employment from 65 working days to 1 year	30.37	31.20	32.12	33.07
For employment in excess of 1 year	31.17	32.02	32.97	33.94

Truck #46

An employee operating Truck #46 or equivalent will be paid at machine Operator rate of pay, per day, when operating this equipment with an attachment for snowplow, float, etc. The rate of pay without attachments will be Truck Drivers rate of pay.

The Arena Attendants will be given every consideration for a week-end off per month. This will be worked out by:

1. Department Head;
2. The C.U.P.E. Local 87 workers.

It will take the co-operation on all sides to make this possible. The Town committed itself to make this concept work.

Schedule "A"

SCHEDULE A-2 - WAGE SCHEDULE – INSIDE WORKERS

	2.35%	2.75%	2.95%	2.95%
Classification	Jan-Dec 2024	Jan-Dec 2025	Jan-Dec 2026	Jan-Dec 2027
Cashier-Probation	\$29.88	\$30.70	\$31.60	\$32.54
Cashier-Grade 3	\$30.23	\$31.07	\$31.98	\$32.93
Cashier-Grade 2	\$30.81	\$31.65	\$32.59	\$33.55
Cashier-Grade 1	\$31.46	\$32.33	\$33.28	\$34.26
Finance Clerk-Probation	\$32.34	\$33.23	\$34.21	\$35.22
Finance Clerk-Grade 3	\$33.26	\$34.18	\$35.19	\$36.22
Finance Clerk-Grade 2	\$34.12	\$35.06	\$36.10	\$37.16
Finance Clerk-Grade 1	\$35.01	\$35.98	\$37.04	\$38.13
Secretary-Probation	\$30.98	\$31.83	\$32.77	\$33.74
Secretary-Grade 3	\$31.46	\$32.33	\$33.28	\$34.26
Secretary-Grade 2	\$32.34	\$33.23	\$34.21	\$35.22
Secretary-Grade 1	\$33.19	\$34.10	\$35.11	\$36.15
Bookkeeper-Probation	\$33.82	\$34.75	\$35.77	\$36.83
Bookkeeper-Grade 3	\$34.25	\$35.19	\$36.23	\$37.29
Bookkeeper-Grade 2	\$35.34	\$36.31	\$37.38	\$38.49
Bookkeeper-Grade 1	\$36.21	\$37.21	\$38.30	\$39.43
Accountant-Trainee	\$33.82	\$34.75	\$35.77	\$36.83
Accountant-Probation	\$34.25	\$35.19	\$36.23	\$37.29
Accountant-Grade 3	\$37.06	\$38.08	\$39.20	\$40.36
Accountant-Grade 2	\$38.05	\$39.10	\$40.25	\$41.44
Accountant-Grade 1	\$39.11	\$40.18	\$41.37	\$42.59
Technician-Probation	\$30.60	\$31.44	\$32.37	\$33.33
Technician-Grade 4	\$31.19	\$32.04	\$32.99	\$33.96
Technician-Grade 3	\$32.67	\$33.57	\$34.56	\$35.58
Technician-Grade 2	\$34.41	\$35.36	\$36.40	\$37.47
Technician-Grade 1	\$36.00	\$36.99	\$38.08	\$39.20
Engineering Technician/Planner – Grade 2	\$37.08	\$38.10	\$39.23	\$40.38
Engineering Technician/Planner – Grade 1	\$38.19	\$39.24	\$40.39	\$41.59
Storeskeeper-Probation	\$31.47	\$32.34	\$33.29	\$34.27

Storeskeeper-Grade 3	\$32.23	\$33.12	\$34.09	\$35.10
Storeskeeper-Grade 2	\$32.84	\$33.75	\$34.74	\$35.77
Storeskeeper-Grade 1	\$33.60	\$34.53	\$35.54	\$36.59

Wage increases will be retroactive and payable to all employees employed during the term of the Agreement.

Schedule "A"

**SCHEDULE A-3 - WAGE SCHEDULE – UNION SWIMMING POOL
EMPLOYEES**

Classification	Jan-Dec 2024 2.35%	Jan-Dec 2025 2.75%	Jan-Dec 2026 2.95%	Jan-Dec 2027 2.95%
Cashier	\$33.39	\$34.30	\$35.32	\$36.36
Lifeguard	\$34.31	\$35.25	\$36.29	\$37.36
Lifeguard Instructor	\$35.79	\$36.78	\$37.86	\$38.98
Head Lifeguard Instructor 3	\$36.69	\$37.70	\$38.81	\$39.96
Head Lifeguard Instructor 2	\$37.28	\$38.30	\$39.43	\$40.59
Head Lifeguard Instructor 1	\$37.99	\$39.04	\$40.19	\$41.37

The following Articles will apply to regular Swimming Pool Staff:

- Article 6: Union Security
- 9: Grievance Procedure
- 10: Arbitration
- 11: Corporation Grievance
- 12: Discharge and Suspension
- 13: Seniority
- 14: Promotion and Staff Changes
- 29: Swimming Pool

Wage increases will be retroactive and payable to all employees employed during the term of the Agreement.

JOB CLASSIFICATION – OUTSIDE WORKERS

MACHINE OPERATOR “A” – shall be qualified employees who operate, maintain and service the grader, Case W20 Loader, 5 ton truck with snow plow, J. Deere tractor, Case tractor, pulvi-mixer, street sweeper, and all such other equipment requiring comparable skill to operate and designate “Class A”.

MACHINE OPERATOR “B” – shall be qualified employees who operate, maintain and service the road roller, compressor, jack-hammer, road oil pump, snowplowing wing, steam generator, sewer bucket machines, flexible sewer rodding machine, line painter and such other equipment requiring comparable skill to operate and designate “Class B”.

LABOURER – TEMPORARY SEASONAL

These employees will be hired for the Summer months to do the majority of grass cutting duties. The date of hire and the date of lay-off will be determined by the Director of Public Works and the Public Works Committee of Council.

The Labourer – Temporary Seasonal will not perform any Labourer’s work except the following: grass cutting, brushing boulevards, sweeping streets and repairs to mowers. The Labourer - Temporary Seasonal may be sent home during rainy weather.

C.O.L.A. will not apply.

The Labourer - Temporary Seasonal is not entitled to the negotiated fringe benefits. The Labourer – Temporary Seasonal is to be paid benefits required by Statute.

LABOURER-Class 3 – shall be those employees hired as Labourers prior to becoming permanent employees as provided in Article 13 – 13:03 (a) and shall be employed at any labouring work pertaining to the construction and maintenance of roads, ditches, sidewalks, roadways, bridges, footbridges, excavating, constructing, repairing and maintaining, sub surface services and shall include the removal and installation services and shall include the removal and installation of hydrants, digging graves and all other types of labour.

LABOURER-Class 2 – shall be those employees who have completed their probationary period and become permanent employees.

LABOURER – Class 1 – shall be those employees who have been continuously employed for one year or more, trained and to operate all Class “B” equipment.

TRUCK DRIVER – shall be a qualified employee who operates, maintains and services any Town vehicle requiring a Class DZ license or greater.

MECHANIC LEAD HAND – shall be a person who holds a current certificate of qualification as a motor vehicle repairer Branch “A” as contained in Ontario Regulation #24/1960. Training of employees as required. Duties are to disassemble, adjust, repair and reassemble all motor vehicle, truck and equipment components, testing road worthiness plus all other Town equipment servicing and such other mechanical work as required.

MECHANIC – CERTIFIED – shall be a person who holds a current certificate of qualification as a motor vehicle repairer Branch “A” as contained in Ontario Regulation #24/1960. Duties are to disassemble, adjust, repair and reassemble all motor vehicle, truck and equipment components, testing road worthiness plus all other Town equipment servicing and such other mechanical work as required.

MECHANIC – APPRENTICE – shall be employees with a minimum Grade X education possessing a current Ontario chauffeur’s licence and enrolled with the Ontario Department of Labour for apprenticeship training. Duties are to disassemble, adjust, repair and reassemble all motor vehicle and truck components, testing road worthiness plus all other Town equipment servicing and such other mechanical work as required.

HANDYMAN – MAINTENANCE MAN – shall be a qualified employee with a knowledge of and experience in building repair and maintenance, electrical, plumbing, and reading blue prints, with a Grade X minimum education and a current Ontario chauffeur’s licence. Duties will include: general repair and maintenance work, painting, minor electrical and plumbing repairs on all Town owned buildings; the construction of minor structures in Bunnell Park, picnic tables, signs, barricades, etc.; the construction of framework for manholes, sidewalks, curbs and other concrete structures, repairs to bridges and dams; maintenance of the locomotive and other museum pieces; such other related work as required.

GREENSKEEPER – shall be a qualified employee with a current Ontario G licence and the ability to work without supervision and to organize and carry out grass cutting and maintenance procedures on the golf course. Duties will include grass cutting, watering, reseeding, fertilizing and clean-up work on the greens and fairways; maintenance and sharpening of grass cutting equipment and such other related duties as assigned by the Community Services Manager.

GREENSKEEPER – Class 1 – same as above

SEWER TRUCK DRIVER/OPERATOR – shall be a qualified employee with a DZ license who operates, maintains and services the sewer truck, has knowledge of location of all sewer manholes. Duties are to carry out regular routine inspections and cleaning of manholes, inspect all pumping stations daily, report

other than normal conditions to supervision immediately. Carry out cleaning of septic tanks or any other tanks as directed by supervision. Maintain logs or records as required; and other related duties, (take water samples and operate water pumphouse). Any employee while actually employed inside the wet wall of a septic tank shall be paid at the rate of one and one-half (1 ½) times their regular rate while so employed. All other employees engaged in pumping septic or sedimentation tanks shall receive thirty cents (\$.30) differential per hour for the hours so employed. For safety purposes, when pumping sewage or water, two men will be required to operate the sewer truck.

ASSISTANT SEWER TRUCK DRIVER/OPERATOR – shall be a qualified employee with a DZ license who operates, maintains and services the sewer truck, has knowledge of location of all sewer manholes. Duties are to carry out regular routine inspections and cleaning of manholes, inspect all pumping stations daily, report other than normal conditions to supervision immediately. Carry out cleaning of septic tanks or any other tanks as directed by supervision. Maintain logs or records as required, and other related duties, (take water samples and operate water pumphouse).

Assistant Sewer Truck Drivers who do not have a DZ license at time of hire into the position shall be required to obtain a DZ license within 90 days of accepting the position. In the event they fail to do so, they will be returned to the prior position (if a current employee), or will be deemed terminated (if a new employee). The Employer will cover costs and training expenses to facilitate employees obtaining a DZ license.

PUBLIC WORKS LEAD HAND – shall be an employee who has a general knowledge of all Public Works functions. Has knowledge and experience in building repairs, minor electrical and plumbing maintenance and an ability to comprehend and decipher blue prints. Do general repair and maintenance work on all Town properties. Construct and provide instructions on various Town projects, and shall be available for on call duties on a mutually agreed upon annual schedule that will be completed by January 15th of each year.

RECREATION LEAD HAND – shall be a person who has a thorough knowledge of the Recreation and Parks Department. It shall be their responsibility, along with the Director to keep all Recreation and Parks facilities in good repair, also along with the Director, it shall be their responsibility to assign jobs to men working with them on the facilities. They shall take their direction from the Recreation Director.

ARENA ATTENDENT – FULL TIME – shall be a qualified employee who shall operate, maintain, and service the equipment located in the Atikokan Community Arena, make ice, maintain the building in good repair, keep records of ice use as required and other related duties as required by the Recreation Director.

ARENA ATTENDANT – TEMPORARY SEASONAL– shall be a qualified employee who shall operate; maintain and service the equipment located in the Atikokan Community Arena, make ice, maintain the building in good repair, keep records of ice use as required, and other related duties as required by the Recreation Director. The job shall begin approximately October 1st each year and last until approximately May 1st (depending on ice conditions).

JOB CLASSIFICATION – INSIDE WORKERS

CASHIER – perform the duties of receptionist; accept payments for all operations of the Town and process according to office procedure; responsible for all phases of licencing – business, dogs, etc.; general office duties; typing as required; other assignments as required.

SECRETARY – perform all routine typing as required; answer telephone; maintain correspondence files; other duties as assigned.

BOOKKEEPER – The following duties to be delegated by Clerk-Treasurer, or designee: perform the duties of accounts payable clerk; maintain a record of sundry accounts receivable; process invoices as required for sundry amounts owing to the Corporation; input entries on the computer as required; run computer reports as required; maintain a municipal equipment cost control ledger; process payroll; assist Cashier as required; prepare road reports as required; maintain all financial records of the Atikokan Cemetery Board; process employee claims for workers' compensation and group insurance; prepare and maintain such financial summaries and records as directed by the Clerk-Treasurer or designee; other assignments as directed.

ACCOUNTANT – TRAINEE – Undergoing training in and receiving exposure to various duties of the accountant as well as completing formal educational courses in related fields.

ACCOUNTANT – PROBATION – Having been exposed to duties, candidate has the opportunity to demonstrate a potential to succeed in the accountant's position.

ACCOUNTANT – GRADE 3 – Candidate has demonstrated that ~~he/she~~ they can accurately perform certain duties without direct supervision. The measure of an acceptable level of performance will be the ability to prepare reports with respect to make work projects, airport and road subsidies, O.H.R.P., Low-Rise Rehabilitation Program, etc., as required by senior governments.

ACCOUNTANT – GRADE 2 – Candidate has demonstrated that they can accurately perform certain duties without direct supervision. The measure of an acceptable level of performance will be the ability to prepare year-end financial statements for the individual boards of the Municipality; For example: Water, O.H.R.P., Library, Museum, Recreation, Cemetery, Ski Club. Be able to assist municipal and government auditors in matters related to their investigations into the financial information reported in the financial statements of these boards.

ACCOUNTANT – GRADE 1 – Candidate can without direct supervision prepare accurately the annual consolidated financial statements for the municipality complete with all lead schedules and supporting documentation necessary. The required statements are the Financial Information Return and consolidated Financial Report. Be able to assist municipal and government auditors in matters related to their investigations into the financial information reported in the financial statements.

TECHNICIAN – GRADE 4 - Qualifications: Education – minimum Grade XI with a good knowledge of mathematics. Must possess current Ontario Driver’s Licence. Ability to relate well to the public.

Duties – To carry out related duties in each of the following categories: elementary drafting and survey work; filing Public Works Departmental correspondence; measurement of services and preparation of as built plans; filing plans and related records; preparation of estimates for individual projects; assist in preparation of annual budget; to perform such other related duties as required are deemed necessary.

TECHNICIAN – GRADE 3 – Qualifications: Addition 2 years experience in Municipal Public Works.

Duties – Same as Technician Grade 4.

TECHNICIAN – GRADE 2 – Qualifications: Addition – to hold certificate as having passed the M.T.C. Municipal Survey Course 1.

Duties – To assist Technician Grade 1 in design, layout, plotting, etc.

TECHNICIAN – GRADE 1 – Qualifications: Diploma in Civil Engineering from approved Technical Institute or College or 7 years experience with the Employer and a positive work performance rating by the Department Head and having completed the M.T.C. Municipal Road Design and Traffic Course.

Duties – To perform work of design, layout, surveying (includes data work up to and including plotting); budget preparations; cost estimating.

That a letter recognizing supervision of special Public Works projects be filed in the employees personnel file.

ENGINEERING TECHNICIAN/PLANNER – GRADE 2

Qualifications: Diploma in Civil Engineering from approved Technical Institute or College or 10 years experience with the Employer and a positive work performance rating by the Department Head and having completed the M.T.O. Municipal Road Design and Traffic Course.

Duties – To perform work of design, layout, surveying (includes data working and plotting); budget preparations; cost estimating.

Accountability for Budget Performance – review monthly revenue and expenditure statements; submit monthly written reports regarding same to Director of Public Works and Public Works Chairman.

Planning – in conjunction with the Director of Public Works determine the required work to be done in the next year and ensure that the costs of these jobs are included in the proposed annual budget.

Act as a technical liaison between the Corporation of the Town of Atikokan and any consultants and/or Government officials regarding roads, sewer and water and related services. Responsible for routine Engineering Department operation. Inspection – assist Director of Public Works in inspection of major repairs and reconstruction.

ENGINEERING TECHNICIAN/PLANNER – GRADE 1

Qualifications – Engineering Technician certification through Ontario Association of Certified Engineering Technician and Technologists or equivalent. Duties – same as above.

STORESKEEPER – shall issue and receive tools and parts and loaned equipment; carry out monthly inventory of stores as required by Accounting Department; prepare all purchase orders; prepare stores issues note, vouchers and receiving slips; prepare daily time cards, ensuring proper distribution of hours and coding; answer telephone, operate radio as required, report as necessary to Supervision; maintain a clean store, rooms, offices, lunchrooms and washroom facilities in Public Works Department; maintain and implement guidelines as provided by Management. Storeskeeper will be utilized by Supervision to perform other duties as required within scope of any previously held classification in an emergency situation only. Prepare sample forms for M.O.E., maintain daily up to date overtime roster.

The Storeskeeper position will be filled as required to ensure that overtime records are kept up to date. Time cards will reflect overtime worked and refusals. Maintain parts manuals, catalogues and to file correspondence applicable to daily operation of Public Works Department Mercury yard.

FINANCE CLERK – perform Duties of receptionist; assist in accepting and processing payment for all operations of the Town of Atikokan; assist with accounts receivable; assist with accounts payable; other financial duties as required.

JOB CLASSIFICATIONS – UNION SWIMMING POOL STAFF

CASHIER – A holder of Bronze Cross certificate. Cashiers should have a strong knowledge of swimming activity and be actively involved in the aquatic program. The responsibilities of the Cashier are as follows: to be in charge of admittance to the Pool by the public; to charge the appropriate fee to those who enter the Pool; to record the number of persons entering the Pool; to record and reconcile all money taken in at the Pool; to perform cleanup duties as necessary and to perform other related duties as required by the Pool Manager.

LIFEGUARD – shall hold the National Lifeguard Certification and be at least 17 years of age and thus recognized by the Department of Health. {O. Reg. 129/74, S.28} Incumbents must be able to recertify at the expense of the Corporation, in the event that NLS certification is not achieved, retesting and associated expenses will be paid by the Corporation. Lifeguards hired before February 11, 2015 when the certification changed in the job description, will be grandfathered into the position. The responsibilities of the Lifeguard are similar to those of an Instructor Life Guard except the Lifeguard is not required to teach lessons.

LIFEGUARD INSTRUCTOR - shall be qualified and certified as an Instructor of swimming skills, and as a Lifeguard, by those organizations recognized by the Department of Health. {O. Reg. 129/74, S.28}

The responsibilities of the Instructor Life Guard are as follows: To teach Red Cross and Royal Life Swimming Lessons; to Lifeguard at various public swim sessions; to understand the basic operation of the Pool and to report any malfunction or need for repair to the Pool Manager; to keep records of class attendance, and other records that pertain to the job; to perform various cleanup chores as required by the Pool Manager; to be physically fit to perform the functions of the job; to be at work 15 minutes early in order to prepare for lessons, etc.; and to perform other related duties as required by the Pool Manager.

HEAD LIFEGUARD INSTRUCTOR – GRADE 3 – shall hold the same qualifications as an I.L.G. The responsibilities of the Head Lifeguard Instructor – Grade 3 are as follows: to assume the responsibilities of an I.L.G.; to assume administrative duties necessary to the job {i.e.} class registration, supervision of instructors and lifeguards and cashiers as directed by the Pool Manager; and to assume other related duties as required by the Pool Manager.

HEAD LIFEGUARD INSTRUCTOR – GRADE 2 – Years of experience as Head Lifeguard Instructor with the Atikokan Recreation and Parks at the discretion of the Department Head.

HEAD LIFEGUARD INSTRUCTOR – GRADE 1 – Years of experience as Head Lifeguard Instructor with the Atikokan Recreation and Parks at the discretion of the Department Head.

WITNESS The Seal of the Corporation and the Union under the hands of the proper Officers duly authorized in that behalf:

**CANADIAN UNION OF PUBLIC EMPLOYEES
and its LOCAL 87.12**

and

THE CORPORATION OF THE TOWN OF ATIKOKAN

Signed at Atikokan, Ontario this 15th day of April, 2026.

**Canadian Union of Public
Employees, Local 87.12**

Corey Hachey
Corey Hachey (Apr 8, 2026 12:32:44 CDT)

James Anness
James Anness (Apr 12, 2026 15:01:42 CDT)

Dean Brigham
Dean Brigham (Apr 15, 2026 12:30:16 CDT)

Davidson

**The Corporation of the
Town of Atikokan**

Rob Ferguson
Rob Ferguson (Apr 1, 2026 08:51:19 CDT)

Mayor

Sue Bates

Clerk

LETTER OF UNDERSTANDING

BETWEEN:

THE CORPORATION OF THE TOWN OF ATIKOKAN

AND:

**CANADIAN UNION OF PUBLIC EMPLOYEES
and its LOCAL 87.12**

Re: Article 13.05

Notwithstanding the language shown in clause 13.05, the parties agree that the employees listed below shall be grandfathered and shall be covered by the following language.

When retirement is before age sixty-five (65) using the 90 factor, the premium for the following benefits will be paid until the end of the month in which the retiree reaches the age of sixty-five (65) – Ontario Health Insurance Plan, Extended Health Care {which includes drug and dental coverage} and life insurance coverage in the amount of the CUPE Agreement.

Debbie Beyak

Tim Farmer

Signed at Atikokan, Ontario this 15th day of April, 2026.

**Canadian Union of Public
Employees, Local 87.12**

**The Corporation of the
Town of Atikokan**

Corey Hachey
Corey Hachey (Apr 8, 2026 12:32:44 CDT)

Rob Ferguson
Rob Ferguson (Apr 1, 2026 08:51:19 CDT)

Mayor

James Hines
James Hines (Apr 12, 2026 15:01:42 CDT)

Sue Bates

Clerk

Dean Brigham
Dean Brigham (Apr 15, 2026 12:30:16 CDT)

[Signature]

LETTER OF UNDERSTANDING

BETWEEN:

THE CORPORATION OF THE TOWN OF ATIKOKAN

AND:

**CANADIAN UNION OF PUBLIC EMPLOYEES
and its LOCAL 87.12**

Re: Article 22.05 (b)

Article 22.05 (b) shall apply only to the following employees:

Lorene Legaree
Debbie Beyak

Penny Brigham

Signed at Atikokan, Ontario this 15th day of April, 2026.

**Canadian Union of Public
Employees, Local 87.12**

Coray Hachey
Coray Hachey (Apr 9, 2026 12:37:44 CDT)

James Hinchey
James Hinchey (Apr 12, 2026 12:01:42 CDT)

Dean Brigham
Dean Brigham (Apr 15, 2026 12:30:16 CDT)

David Hinchey

**The Corporation of the
Town of Atikokan**

Rob Ferguson
Rob Ferguson (Apr 1, 2026 08:51:19 CDT)

Mayor

Sue Bates

Clerk

LETTER OF UNDERSTANDING

BETWEEN:

THE CORPORATION OF THE TOWN OF ATIKOKAN

AND:

**CANADIAN UNION OF PUBLIC EMPLOYEES
and its LOCAL 87.12**

Re: Debbie Beyak

It is agreed by the parties that Debbie Beyak will continue to accrue seniority and will be dealt with for all purposes of the Collective Agreement in accordance with current practice.

Signed at Atikokan, Ontario this 15th day of April, 2026.

**Canadian Union of Public
Employees, Local 87.12**

Corey Hachey
Corey Hachey (Apr 9, 2026 12:32:44 CDT)

Jamesanness
Jamesanness (Apr 12, 2026 15:01:42 CDT)

Dean Brigham
Dean Brigham (Apr 15, 2026 12:30:16 CDT)

[Signature]

**The Corporation of the
Town of Atikokan**

Rob Ferguson
Rob Ferguson (Apr 1, 2026 08:51:19 CDT)

Mayor

Sue Bates

Clerk

LETTER OF UNDERSTANDING

BETWEEN:

THE CORPORATION OF THE TOWN OF ATIKOKAN

AND:

**CANADIAN UNION OF PUBLIC EMPLOYEES
and it's LOCAL 87.12**

RE: Water Certificate

1. If the employer intends to contract out water sampling work on a permanent basis the employer will give the union 90 days written notice in advance and have a meeting with the Union to discuss alternate ways of doing the work.
2. The Town will provide the essential requirements to the current employees who have a water certificate to satisfy the necessary continual educational units (CEU's) to maintain their certifications.

Signed at Atikokan, Ontario this 15th day of April, 2026.

**Canadian Union of Public
Employees, Local 87.12**

Corey Hachey
Corey Hachey (Apr 9, 2026 12:32:44 CDT)

James anness
James anness (Apr 12, 2026 15:01:42 CDT)

Dean Brigham
Dean Brigham (Apr 15, 2026 12:30:16 CDT)

Davidson

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Rob Ferguson (Apr 1, 2026 08:51:19 CDT)

Mayor

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LETTER OF UNDERSTANDING

BETWEEN:

THE CORPORATION OF THE TOWN OF ATIKOKAN

AND:

**CANADIAN UNION OF PUBLIC EMPLOYEES and its
LOCAL 87.12**

RE: ARTICLE 16.02- HOURS OF WORK

It is agreed by the parties that the full time Arena Attendant normal work day during the winter season shall be as follows:

Monday	7:00am – 3:00pm
Tuesday	7:00am – 3:00pm
Wednesday	7:00am – 3:00pm
Thursday	7:00am- 3:00pm
Friday	7:00am- 3:00pm

During the summer months the normal work day shall be Monday- Friday 7:00am -3:00pm.

The parties agree that the joint Labour/ Management Committee will meet prior to the expiry date to review the criteria shown herein.

Signed at Atikokan, Ontario this 15th day of April, 2026.

**Canadian Union of Public
Employees, Local 87.12**

Corey Hachey
Corey Hachey (Apr 9, 2026 12:32:44 CDT)

James Binniss
James Binniss (Apr 12, 2026 15:01:42 CDT)

Dean Brigham
Dean Brigham (Apr 15, 2026 12:30:18 CDT)

Davidson

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Town of Atikokan**

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LETTER OF UNDERSTANDING

BETWEEN:

THE CORPORATION OF THE TOWN OF ATIKOKAN

AND:

**CANADIAN UNION OF PUBLIC EMPLOYEES and its
LOCAL 87.12**

RE: ARTICLE 29.02 (c)

It is agreed by the parties that currently perform APS (Acting Pool Supervisor) hours at the Atikokan Municipal Swimming Pool that the allocated time for APS will be one hour daily and two hours per day on the weekend to perform regular APS duties. If a statutory holiday falls on a week day employees will be given 2 hrs for APS duties. If duties cannot be completed within this allocated time the employee will be paid in accordance to the Collective Agreement.

The parties agree that the joint Labour/ Management Committee will meet prior to the expiry date to review the criteria shown herein.

Signed at Atikokan, Ontario this 15th day of April, 2026.

**Canadian Union of Public
Employees, Local 87.12**

Corey Hachey
Corey Hachey (Apr 9, 2026 12:32:44 CDT)

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Dean Brigham (Apr 15, 2026 12:30:16 CDT)

[Signature]

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Town of Atikokan**

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LETTER OF UNDERSTANDING

BETWEEN:

THE CORPORATION OF THE TOWN OF ATIKOKAN

AND:

**CANADIAN UNION OF PUBLIC EMPLOYEES and its
LOCAL 87.12**

RE: UNION COMPLEMENT

The parties agree to fill the complement of 16 full-time outside positions and will not be reduced for the duration of the collective agreement.

Any temporary vacancies will be posted in accordance to Article 14.01 Job Postings.

For the purpose of this Letter, the Storekeeper and Engineering Technician positions are considered outside positions.

Signed at Atikokan, Ontario this 15th day of April, 2026.

**Canadian Union of Public
Employees, Local 87.12**

Correy Hachey
Correy Hachey (Apr 9, 2026 12:32:44 CDT)

James Inness
James Inness (Apr 12, 2026 15:01:42 CDT)

Dean Brigham
Dean Brigham (Apr 15, 2026 12:30:16 CDT)

David [Signature]

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Town of Atikokan**

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LETTER OF UNDERSTANDING

BETWEEN:

THE CORPORATION OF THE TOWN OF ATIKOKAN

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**CANADIAN UNION OF PUBLIC EMPLOYEES and ITS
LOCAL 87.12**

RE: LABOURER – TEMPORARY SEASONAL POSITION

The parties agree that the wage for the Labourer – Temporary Seasonal position will be listed as \$19.53/hr effective January 1, 2024 and that this position will only receive wage adjustments which will take effect following the date of ratification (i.e. No Retroactivity).

Signed at Atikokan, Ontario this 15th day of April, 2026.

**Canadian Union of Public
Employees, Local 87.12**

Corey Hachey
Corey Hachey (Apr 9, 2026 12:32:44 CDT)

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RC/COPE491

David

**The Corporation of the
Town of Atikokan**

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Rob Ferguson (Apr 1, 2026 08:51:19 CDT)

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LETTER OF UNDERSTANDING

BETWEEN:

THE CORPORATION OF THE TOWN OF ATIKOKAN

AND:

**CANADIAN UNION OF PUBLIC EMPLOYEES and ITS
LOCAL 87.12**

RE: LANDFILL ATTENDANT/OPERATOR POSITION

The parties agree that the Town of Atikokan shall create a new position within the bargaining unit for one (1) Landfill Attendant / Operator.

The position details are listed below.

Reports to: Public Works Foreman, Director of Public Works

Responsibilities: The position shall be responsible for daily operations and maintenance of the municipal landfill site at Pipeline Rd.

Duties shall include, but not be limited to:

- Providing effective and courteous customer service to users of the municipal landfill.
- Categorizing loads entering site.
- Charging appropriate tipping fees.
- Accepting tokens/bag tags/payment for the waste.
- Inspecting incoming loads entering the site for site hazardous/forbidden materials.
- Directing public to appropriate disposal areas.
- Litter pick up, snow removal, pushing/compacting/covering of waste materials within the cell.
- Maintaining the attendant shack and Quonset hut in a clean and orderly condition
- Performing all work duties and activities in accordance with policies, procedures and safety practices.
- Ensuring compliance with applicable regulations.
- Completes reports related to landfill operations.
- Other work as required.

Work Environment: Is an indoor and outdoor environment throughout all types of weather, as well as being exposed to landfill hazards and odors.

Qualifications:

- Grade 12 Diploma or G.E.D. (preferred)
- Previous customer service experience
- Criminal Record Check and Driver's abstract required
- Able to work independently
- Physically able to perform labour tasks, including lifting up to 18.5 kg
- Ability to stand for long periods of time
- Required to wear CSA approved footwear and other PPE as deemed necessary
- Ability to operate and maintain a variety of heavy equipment used on site, including but not limited to backhoe, loader, dozer, skidder, other equipment as required
- Excellent verbal communication skills

Hours of Work: 40 hours per week, same break schedule as outside workers. Lunch and coffee breaks to be taken on site. Hours of operation at the landfill are subject to Council and changes to the waste management by-law. Any shortfall in hours will be completed at the public works garage until 40 have been met.

Employees temporarily replacing the Landfill Attendant/Operator:

1. will be paid the Operator "A" rate only if fully certified as Operator "A", otherwise they will be paid labourer rate; and
2. may be required to flex their schedule to accommodate the temporary replacement.

Travel to site: This employee shall report to the Public Works Garage and will receive a vehicle to travel to the landfill site.

Wage: Same as Operator "A" under the current Collective Agreement.

Signed at Atikokan, Ontario this 15th day of April, 2026.

**Canadian Union of Public
Employees, Local 87.12**

Corey Hachey
Corey Hachey (Apr 9, 2026 12:32:44 CDT)

ASOline
ASOline (Apr 12, 2026 15:01:42 CDT)

Dean Brigham
Dean Brigham (Apr 15, 2026 12:30:16 CDT)

RC/COPE491

David [Signature]

**The Corporation of the
Town of Atikokan**

Rob Ferguson
Rob Ferguson (Apr 1, 2026 08:51:19 CDT)

Mayor

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Clerk

LETTER OF UNDERSTANDING

BETWEEN:

THE CORPORATION OF THE TOWN OF ATIKOKAN

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**CANADIAN UNION OF PUBLIC EMPLOYEES and ITS
LOCAL 87.12**

RE: BENEFITS COMMITTEE

The parties agree to form a Committee to review the current benefits package and to discuss the potential for changes to the package during the operation of the current Collective Agreement.

Signed at Atikokan, Ontario this 15th day of April, 2026.

**Canadian Union of Public
Employees, Local 87.12**

Corey Hachey
Corey Hachey (Apr 9, 2026 12:32:44 CDT)

James Atkinson
James Atkinson (Apr 12, 2026 15:01:42 CDT)

Dean Brigham
Dean Brigham (Apr 15, 2026 12:30:18 CDT)

RC/COPE491

David H. Smith

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Town of Atikokan**

Rob Ferguson
Rob Ferguson (Apr 1, 2026 08:51:19 CDT)

Mayor

Sue Bates

Clerk