

A G R E E M E N T

Between:

THE MUNICIPALITY OF SHUNIAH

And

**CANADIAN UNION OF PUBLIC EMPLOYEES
and its LOCAL 87**

Term of Agreement: January 1, 2026 to December 31, 2028

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AGREEMENT

Between:

THE MUNICIPALITY OF SHUNIAH
(hereinafter called the "Employer")

and

CANADIAN UNION OF PUBLIC EMPLOYEES
and its LOCAL NO. 87
(hereinafter called the "Union")

ARTICLE 1 - PREAMBLE

1.01 Whereas it is the desire of both parties to this agreement:

- (a) To maintain the existing harmonious relations between the Employer and the Union;
- (b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work and scale of wages, etc.;
- (c) To encourage efficiency in operation;
- (d) To promote the morale, well-being and security of all employees in the bargaining unit of the Union and the Employer;
- (e) To recognize the respective rights and responsibilities of the parties hereto one to the other.

and

1.02 Whereas it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an agreement NOW, THEREFORE, the parties agree as follows:

ARTICLE 2 - RECOGNITION

2.01 Bargaining Unit

The Employer, or anyone authorized to act on its behalf, approves and recognizes the Canadian Union of Public Employees, and its Local No. 87 as the exclusive collective bargaining agent for all of its employees save and except, the Chief Administrative Officer, Chief Building Official, Clerk, Fire Chief, Manager of Operations, Treasurer, Deputy Treasurer, all first-level managers of the Employer

and those employees above the level of first-line manager, those employees excluded by the Labour Relations Act, 1995 (as amended), statutory office holders under the Municipal Act (as amended) or related statutes (including but not limited to the Building Code (as amended) and the Fire Protection and Prevention Act, 1997 (as amended)), and the students hired during the summer months (summer months being May to September), and hereby consents and agrees to negotiate with the Union or any authorized committee thereof, in any and all matters affecting the relationship between the parties to this agreement, looking towards a peaceful and amicable settlement of any differences that may arise between them.

2.02 Work of the Bargaining Unit

Persons whose regular jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit except for purposes of instruction, experimenting or in emergencies when regular employees are not available.

2.03 (a) Temporary Employees

Temporary employees are defined as employees hired to carry out short term jobs, but who cease to be employed when the specific job for which they were hired has been completed. Temporary employees will be paid no less than the minimum rate for the position.

Such temporary employee shall not accrue seniority. If such temporary employee is hired as a regular employee, their seniority shall date from their first day of employment provided that they have worked a period of (sixty) (60) consecutive working days. A temporary employee would be required to serve only one probationary period with the Employer and time worked as a temporary employee will be considered part of the probationary period.

2.03 (b) Permanent Part-Time Employees

Part-time employees are defined as employees whose weekly hours of work are less than the full-time hours of work set out in Article 13 of this collective agreement, in any given calendar year. Part-time employees are subject to the provisions of this collective agreement.

Permanent Part-Time Employees who are qualified will be given first opportunity to fill a temporary vacancy.

(c) Casual Part-Time Employees

A "casual part-time employee" is an employee who is called to work on an "as-needed" basis, whose employment is irregular and who does not work a regular schedule, or does so only for a specified period. Such employee

has the option of refusing work when it is available to them, however, it is understood that a casual part-time employee cannot unreasonably or consistently refuse to work shifts.

Casual part-time employees will not permanently replace any full-time or permanent part-time vacancies.

2.04 No Other Agreements

No employee shall be required or permitted to make any written or verbal agreement, which may conflict with the terms of this contract. In respect of employees covered by this agreement, the Employer shall not recognize during the currency of this agreement, any other bargaining agent in respect of any matters herein dealt with.

2.05 Management Rights

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

- (a) Maintain order and efficiency;
- (b) Hire, promote, demote, classify, transfer, suspend and rehire employees and to discipline or discharge any employee for cause;
- (c) Make, enforce and alter, from time to time, rules and regulations to be observed by the employees;
- (d) Determine the nature and kind of business conducted by the Municipality, the kinds and locations of stations, equipment and materials to be used, the control of materials and parts, the methods and techniques of work, the content of all jobs, the qualifications for all 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 Municipality except as specifically limited by an express provision in this Agreement.

ARTICLE 3 - NO DISCRIMINATION, VIOLENCE AND HARASSMENT

- 3.01 The Municipality and the Union agrees that there will be no intimidation, discrimination, violence, harassment, interference, restraint or coercion exercised or practiced by either of them or by any of their representatives or members because of race, creed, colour, age, sex, sexual orientation, marital status, nationality, ancestry,

place of residence, or place of origin or such person or employee or because of an employee's membership or non-membership in the union or association or because of their activity or non-activity in the Union.

- 3.02 The parties confirm that they will comply with the provisions of the Ontario Human Rights Code, the Employment Standards Act, the Ontario Labour Relations Act, the Accessibility for Ontarians with Disabilities Act (AODA) and the Occupational Health and Safety Act (as amended).
- 3.03 The Employer and the Union are committed to working together in a constructive manner to help create and maintain a work environment in which all workers are treated with respect and dignity which is free from violence and harassment, including sexual harassment.
- 3.04 The parties agree to abide by the Employer's policies on Workplace Violence Prevention and Workplace Harassment Prevention as may be amended from time to time by the Employer and in terms of this Article. The Employer shall, at times, maintain the policy with respect to Workplace Violence Prevention and Workplace Harassment Prevention in meaningful consultation with the Joint Health and Safety Committee (JHSC), and the Union, which shall be in compliance with the Occupational Health and Safety Act, as amended from time to time.
- 3.05 Employees shall not be penalized, retaliated against, or disciplined for reporting an incident, or for participating in an investigation.

ARTICLE 4 - UNION SECURITY

4.01 All Employees to be Members

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

4.02 Deduction of Dues

The Employer agrees to deduct from the wages and salaries of the employees covered by this agreement, the dues payable to the Canadian Union of Public Employees, Local No. 87, which shall be turned over by the end of the following month in which the dues were collected, in one sum to the Treasurer of said Union, accompanied with a list of names of the employees and the amount of earnings deducted for each employee.

The deduction and payment of any other assessment as would relate to this Article will be made only upon written approval of the employee.

The Union shall save the Employer harmless with respect to all dues or the equivalent thereof deducted and remitted under this Agreement, and with respect to any liability the Employer might incur as a result of such deductions.

4.03 Dues Received

An Employee(s) annual T-4 slip for income tax purposes will include the amount of yearly union dues paid.

4.04 Contact Information

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 numbers (and other available personal telephone numbers, such as cellular numbers), work email, and, if available, personal email. This list will also indicate the employee's work site and employment status (such as full-time, part-time, temporary), and if the employee is on leave of absence, the nature of the leave.

The employee contact list will be provided in an electronic spreadsheet to the CUPE National Representative on a quarterly basis.

ARTICLE 5 - RESOLUTIONS AND REPORTS OF THE MUNICIPALITY

5.01 Employer Shall Notify Union

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

5.02 New Employees

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

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. Such meeting shall be scheduled in advance. A maximum of thirty (30) 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.

ARTICLE 6 - LABOUR MANAGEMENT / NEGOTIATIONS / STEWARDS

6.01 Bargaining Committee

A bargaining committee shall be appointed and consist of not more than three members of the Employer, and not more than three members of the union, including the CUPE National Representative. The parties will advise the other in writing of the names of those elected or appointed to the Bargaining Committee.

It is the function of the bargaining committee to negotiate the provisions of the collective agreement on behalf of the employees.

Members of the Bargaining Committee will not leave their regular duties without first obtaining permission from their supervisor and on resuming regular duties, they will report to their supervisor. Members of the Bargaining Committee will be paid their regular rate of pay for time spent on Committee work. However, compensation will not be permitted for time spent outside of the employee's regular working hours. Members of the Bargaining Committee will not take an unreasonable amount of time to deal with Bargaining Committee work.

6.02 CUPE National Representative

The members of the Union shall have the right, at any time, to have the assistance of the CUPE National Representative when dealing or negotiating with the Employer.

6.03 Labour Management Committee

There shall be a Labour Management committee comprised of three (3) representatives from the Union and three (3) representatives from the employer. The committee's purpose is to provide and promote the effective and meaningful communication of information and ideas and to make joint recommendations on matters of concern. Matters that are properly the subject of a grievance will not be discussed at the committee.

The Committee will meet quarterly at the municipal office provided there are items to be discussed. The duty of the Chairperson will rotate between the parties. Each party will provide the other the agenda item(s) (1) week prior to the meeting. Meetings will be scheduled during regular working hours and employees shall be paid for their regularly hourly rate while in attendance.

6.04 Recognition of Stewards

The Corporation acknowledges the right of the Union to elect or appoint 2 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 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.

ARTICLE 7 - SENIORITY

7.01 Seniority Defined

Seniority is preference or priority by the length of service with the Municipality of Shuniah, accumulated from the date of entering service with the Employer.

7.02 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 including the office staff shall be sent to the Union and posted on all bulletin boards in January of each year.

No objection may be taken by the Union unless notice of objection is given by the Union to the Employer, in writing, within one (1) month after the Union has been provided with the seniority lists in which the item of concern appeared.

7.03 Seniority for Newly Hired Employees

Newly hired employees shall be on probation for a period of six (6) months from date of hiring; employees shall be entitled to all rights and privileges of this agreement.

The employment of such employees may be terminated at any time during this six (6) month period without recourse to the grievance procedure.

After the completion of the probationary period, seniority shall be effective from the original date of employment.

7.04 Seniority During Absence

If an employee is absent from work because of sickness, accident, lay-off, or leave of absence approved by the Employer, they shall not lose seniority rights.

7.05 Temporary Transfer and Seniority Outside Bargaining Unit

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

Any employee temporarily transferred to a position outside of the bargaining unit will retain their seniority held at the time of such temporary transfer and will accumulate seniority for a period of one (1) year while outside the bargaining unit. In the event of his 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 8 - LAY-OFFS AND REHIRING

8.01 Lay-off and Rehiring Procedure

Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a lay-off, employees shall be laid off in the reverse order of their seniority. Former employees shall be re-employed in the order of their seniority providing they are qualified to do the work and have not been on layoff in excess of sixteen (16) months.

An employee shall be given seven (7) calendar days to report back to work after he has been notified in writing to report back, unless unable to do so through sickness certified by a medical or chiropractor's certificate or just cause.

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

8.02 Notice of Lay-off and/or Termination of Employment

The Employer will notify the employee in writing, five (5) working days prior to a scheduled lay-off provided the employee has completed their probationary period.

The Employer will give two weeks notice in writing to the employee if their period of employment is two years or more but less than five years.

The Employer will give four weeks notice in writing to the employee if their period of employment is five years or more but less than ten years.

The Employer will give eight weeks notice in writing to the employee if their period of employment is ten years or more.

If the employee has not had the opportunity to work the days as provided in this Article, they shall be paid their regular wages in lieu of the days for which work was not made available.

Employees shall notify the Employer fourteen (14) days prior to termination of their employment.

ARTICLE 9 - PROMOTIONS AND STAFF CHANGES

9.01 Employer Shall Notify Union

Ten days prior to filling any staff changes or promotion covered by the terms of this agreement, the Employer shall notify the Union in writing and post notice of the position in the Employer's offices, shops and all bulletin boards for a minimum of five working days, in order that all members will know about the position and be able to make written application therefor. Such notice shall contain the following information:

- Nature of Position
- Required Knowledge and Education
- Ability and Skills, and
- Wage and salary rate or range.

The Employer and the Union agree that temporary vacancies, those vacancies that are not expected to exceed six (6) months in duration, are not required to be posted.

9.02 No Advertising

No advertising for additional employees shall be made until after such posting has been completed.

9.03 Method of Making Appointments

Both parties recognize that job opportunity should increase in proportion to length of service. Therefore, in making staff changes, appointment shall be made of the applicant senior in the service, and having the required qualifications. In the event the successful applicant proves unsatisfactory in the position or expresses a desire to return to the former position during the sixty (60) day trial period they shall be

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

9.04 Union Notification

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.

9.05 Disabled Employee's Preference

Any employee covered by this agreement who has given good and faithful service to the Employer and who, through advancing years or temporary disablement is unable to perform their regular duties, shall be given the preference of any light work available at the salary payable at the time for the position to which they are assigned.

9.06 Promotions Requiring Higher Qualifications

In cases of promotion requiring higher qualification or certification, the Employer shall give consideration to employees who do not possess the required qualifications, but are preparing for qualifications prior to filling of a vacancy. Such employees will be given an opportunity to qualify within sixty (60) days and to revert to their former position if the required qualifications are not met within such time.

ARTICLE 10 - GRIEVANCE PROCEDURE

10.01 Definition of Grievance

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

10.02 Settling of Grievances

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

the grievance will automatically progress to Step 2.

All grievances between the Employee and Employer shall be settled in the following manner:

Step 1

Within five (5) working days after receiving the employer's response to the complaint, the employee accompanied by Steward or CUPE National Representative, shall present their written grievance to the CAO, a written statement of the particulars of the complaint and redress sought. The CAO shall render their decision within 5 working days.

Step 2

If the matter is not settled at step 1, the employee accompanied by a Steward and/or CUPE National Representative shall forward the grievance in writing to Council, a written statement of the particulars of the complaint and redress sought, at the next regularly scheduled Council meeting, or a scheduled Council meeting that is a date that is mutually convenient for the parties. The parties shall discuss the grievance. The Municipal Council will reply to the grievance in writing within ten (10) working days following the Council meeting.

Step 3

Failing settlement of the grievance following Step 2, the Union may, within thirty (30) working days, submit notice in writing to the Municipality of their intention to refer the dispute to arbitration.

10.03 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, the grievance will be heard at Step 1.

10.04 Replies in Writing

Replies to grievances shall be in writing at all stages.

10.05 Satisfactory Settlement

Grievances settled satisfactorily within the time allowed shall date from the time the grievance was first filed.

10.06 Facilities for Grievances

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

10.07 Time Limits

Time limits set out in the grievance procedure are mandatory, not discretionary, and failure of the employee or the Union to meet the time limits in processing the grievance will cause the grievance to expire and the grievance will be deemed to have been abandoned. Time limits may be extended only by the mutual written agreement of the parties.

10.08 (a) Employer Grievance

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

(b) Satisfactory Settlement of Employer Grievance

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

ARTICLE 11 - ARBITRATION

11.01 Submitting to Arbitration

Where a difference arises between the parties relating to the interpretation, application or administration of this agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this agreement has been violated, either party may, after complying with any grievance procedure established by Article 10 of this agreement, notify the other in writing of its desire to submit the difference or allegation to arbitration.

11.02 Use of a Single Arbitrator

The arbitration procedure incorporated in this agreement shall be based on the use of a single arbitrator.

11.03 Selecting an Arbitrator

The grieving party shall submit a list of five arbitrators for consideration. If none of the five is chosen, then the other party shall, within five (5) working days of the date the first list was received, submit a list of five different names for consideration. If none is selected within five (5) working days, either party may ask the Minister of Labour to make an appointment.

11.04 Expenses of Arbitration

Except where otherwise provided for in this agreement, each of the parties will bear its own expense with respect to any arbitration proceedings. The parties will bear jointly the expenses of the arbitrator on an equal basis.

11.05 Authority of Arbitrator

The arbitrator shall not be authorized, nor shall the arbitrator assume authority, to alter, modify or amend any part of this agreement, nor to make any decision inconsistent with the provisions thereof, or to deal with any matter not covered by this agreement.

11.06 Time Limits

Time limits set out in the arbitration procedure are mandatory, not discretionary and failure by the party making the referral to arbitration to meet the time limits set out above will cause the grievance to expire and be deemed abandoned.

Time limits may be extended only by written, mutual agreement of the parties.

11.07 Witnesses

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

11.08 Mediation

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

ARTICLE 12 – DISCIPLINE AND DISCHARGE CASES

12.01 Discharge Procedure

A regular employee may be disciplined, discharged or dismissed only for just cause and only upon the authority of the Employer. Immediate Supervisor may suspend an employee but shall immediately report such action to the Employer. Such employee and the Union shall be advised promptly in writing by the Employer of the reason for such discipline, discharge, or dismissal. Management shall not discipline or discharge an employee without a Steward present.

Just cause shall not include the refusal of an employee to cross the picket line of a legal strike.

12.02 May Omit Grievance Steps

An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 10.02 Step 1 of the Grievance Procedure.

12.03 Unjust Suspension or Discharge

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

12.04 Clearing of Personnel File

An employee's personnel file shall be cleared of any adverse documents after twenty-four (24) months provided that the employee has been discipline free for twenty-four (24) months.

ARTICLE 13 - HOURS OF WORK

13.01 (a) Normal Hours of Work (outside employees)

The normal work week for full-time employees shall consist of five (5) consecutive days, at eight (8) hours each, with one-half (1/2) hour for lunch, (unpaid) commencing Monday and ending Friday. The normal hours of work shall be from 7:30 a.m. to 4:00 p.m. The Employer reserves the right to place any new employee hired after 1983 on shift work which shall be at the

discretion of the Manager of Operations.

13.01 (b) Normal Hours of Work (office employees)

The normal work week for full-time employees shall consist of five (5) seven (7) hour days from Monday to Friday inclusive. The normal hours of work shall be any seven hours between 7:30 a.m. and 9:00 p.m. with one (1) hour for lunch (unpaid), provided that the employee shall not be penalized for refusing to report for work earlier than 8:30 a.m. or to remain at work later than 5:30 p.m. The Employer shall have the right to approve the hours of work.

13.01 (c) Permanent Part-time

The normal daily hours of work for a part-time employee will either be seven (7) per day or (8) hours per day depending on the location of the work.

13.02 Reporting Pay Guarantee

An employee who has reported for work on a regular work day and who is sent home prior to the end of the regular work day shall be paid for the time worked plus three (3) hours up to a maximum of their normal work day. An employee called in to work on other than a regular work day shall be paid for not less than four (4) hours, at overtime rates if applicable.

13.03 Paid Rest Period

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

13.04 Stand-by Provisions

When an employee is required on standby due to emergencies, the employee will be paid two (2) hours at regular rate between the hours of 4:00 p.m. and 7:30 a.m. during any calendar day of the week. Should an employee be required on Standby during the hours of 8:00 a.m. and 7 :00 p.m. on a Saturday or Sunday during the period of November 1st to April 30th inclusive the employee will be paid five (5) hours at their regular rate for each day. All time worked during such Standby will be paid for at the applicable overtime rate.

A Standby Schedule shall be posted in advance in an appropriate place.

No Standby time shall be approved unless duly authorized by the Manager of Operations.

ARTICLE 14 – OVERTIME

14.01 Overtime Defined and Rates

All time worked beyond the normal daily hours and the normal weekly hours (i.e., 35 hours for inside and 40 hours for outside, authorized by the Manager of Operations or the Employer, shall be paid at the rate of time and one-half (1½) the employee's basic hourly rate. Employees shall have the option of banking such time at the rate of time and one-half (1½) the employee's basic hours worked.

Part-time employees are not entitled to bank overtime.

14.02 Payment or Lieu Time for Work on Sunday and/or Statutory Holidays

Any employee who is required to work on a Sunday and/or Statutory Holiday, shall be paid or have the option of accruing lieu time at the rate of double the employee's basic hourly rate of pay.

Part-time employees are not entitled to bank overtime or lieu time.

14.03 Call Back Pay

An employee who is called back to work outside their regular working hours shall be paid or have the option of accruing a minimum of three (3) hours at overtime rates or time worked whichever is greater.

14.04 Time Off in Lieu of Overtime

An employee may choose to receive time off selected by the employee and approved by the immediate Supervisor. Lieu days shall not exceed twenty (20) work days at one time.

14.05 Sharing of Overtime

Where possible, Overtime and Call-Back time shall be divided equally among employees in a calendar year, January 1st until December 31st, who are willing and qualified to perform the available work.

14.06 Meal Allowance

If an employee is required to work beyond one (1) hour after a full daily shift or beyond four (4) hours on a scheduled day off and for each consecutive four (4) hours thereafter reimbursement for a hot meal and time to eat it, up to a maximum of thirty (30) minutes shall be provided (maximum \$15.00/meal and employee must bring bill for refund or expense).

14.07 Taking Off of Lieu/Banked Time

All lieu/banked time shall be scheduled to be taken off before the end of the calendar year, or paid out unless otherwise mutually agreed.

ARTICLE 15 – HOLIDAYS (Full-Time)

15.01 Paid Holidays

All employees shall be eligible for pay at regular rate on the following days hereinafter named as holidays:

New Year's Day	Family Day
Good Friday	Easter Monday
Queen's Birthday (Victoria Day)	Canada Day
Civic Holiday (August)	Labour Day
	National Day of Truth & Reconciliation
Thanksgiving Day	Remembrance Day
Christmas Day	Boxing Day
Four (4) hours on Christmas Eve	Four (4) hours of New Year's Eve

and any other day proclaimed by the Dominion, Provincial or Municipal Government.

15.02 Condition for Eligibility for Payment for Statutory Holiday

An employee must be in attendance at work on a regular work day immediately preceding and following a Statutory Holiday as a condition for eligibility for payment for a Statutory Holiday if not worked, unless the employee is ill, on authorized vacation or paid leave of absence.

15.03 Compensation for Holidays Falling on Scheduled Day Off

Should any of the above Statutory Holidays fall on the employee's regular day off, another day off shall be granted with pay at time to be mutually agreed upon.

15.04 Holidays Falling on Saturday and/or Sunday

When any of the above noted holidays falls on a Saturday and is not proclaimed as being observed on some other day, the following Monday shall be deemed to be the holiday for the purpose of this Agreement.

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

ARTICLE 16 – VACATIONS

16.01 Length of Vacation

- (a) Every employee shall receive an annual vacation with pay in accordance with their years of employment as follows:

Less than one year of service - an amount equal to 4% of the gross wages of the employee.

After one (1) year of service	• ten working days
Three (3) years or more service	• fifteen (15) working days
Eight (8) years or more service	• twenty (20) working days
Fourteen (14) years or more service	• twenty-five (25) working days
Twenty-one (21) years or more service	• thirty (30) working days plus one (1) additional day for each additional year worked over and above a twenty-one (21) year period of service.

Effective in 1994 each employee, who was employed at the time, shall receive one (1) week of additional annual vacation. Entitlement to increases in vacation will be made on the anniversary date of employees.

For employees wanting vacation with paid time off, who regularly work less than five (5) shifts per week, pay and number of working days of vacation shall be pro-rated based on the average number of days paid per week in the previous year. Years of employment shall not be pro-rated.

A part-time employee may request the employer pay eligible vacation pay:

- paid on every bi-weekly pay period; or
- a lump sum payment up to two (2) times per calendar year
- the employee may request unpaid vacation any time during the year

(b) **Calculation of Vacation Pay**

For purposes of calculating vacation pay, the term gross pay shall be interpreted to mean the total amount of monies earned by the Employee, including regular wages, overtime, and premium earnings, and/or any other amount earned by the Employee in the service of the Employer.

16.02 Vacation Pay

Payment of wages shall be at the rate effective immediately prior to the vacation period.

16.03 Vacation Pay on Termination

An employee leaving the service at any time in their vacation year before they have had their vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation. If the employee has used more vacation days than entitled to, the Employer will deduct an equal amount from pay owing.

16.04 Holidays During Vacation

If a statutory or declared holiday falls or is observed during an employee's vacation period, they shall be granted an additional day's vacation for each such holiday in addition to their regular vacation time.

16.05 Preference in Vacations

All employees shall be granted the vacation period preferred by the employee, or at such time as may be mutually agreed upon by the Employer and the employee. Preference in choice of vacation dates shall be determined by seniority of service. Employees shall submit their vacation preferences, in writing to the Employer by March 1st of each year and the Employer shall then post the vacation schedule by March 15th of each year. Vacation requested after March 1st will be granted on a first come basis. Employees must take their vacation or any pay each year with no carry over from the previous year unless agreed upon by the Employer. The request for carry-over shall be received by December 1st of the year earned.

16.06 Unbroken Vacation Period

Vacations will be assigned on the basis of seniority, provided that in the Employer's judgement, there shall remain a sufficient number of employees in the department qualified to perform the work of the Employer. All employees shall be entitled to receive three (3) weeks of their vacation in an unbroken period.

16.07 Temporary Employees

Casual Part-Time and Temporary employees will receive vacation pay in accordance with the Employment Standards Act.

ARTICLE 17 - SICK LEAVE PROVISIONS (Full-Time)

17.01 Sick Leave Defined

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

17.02 Amount of Sick Leave

- (a) Each regular employee shall receive a gross sick pay credit of one and one-half (1½) days for each calendar month for which they have received pay from the Employer - such credit to be cumulative to a maximum credit of one hundred and twenty (120) days at any one time. Credits shall be cumulative as from the beginning of the first complete month after commencement of duties but shall not be used for other than sickness benefit until after the completion of six (6) months' service.
- (b) An employee shall be entitled to use up to 50% of their yearly accumulated sick leave credits for preventative health and wellbeing and/or to care for family members.

17.03 Proof of Illness

An employee who has been absent due to illness for four (4) or more working days in any calendar year may be required by the Employer to be seen by a qualified physician and to produce a certificate from that qualified physician, at the sole discretion of the Employer. The Employer shall bear the cost of any certificate it requests.

17.04 Sick Leave During Leave of Absence

When an employee is given leave of absence without pay for any reason, or is laid off on account of lack of work and returns to the service of the Employer upon expiration of such leave of absence, etc., they shall not receive sick credit for the period of such absence but shall retain their accumulative credits, if any, existing at the time of such leave.

17.05 Sick Leave Records

A record of all unused sick leave will be kept by the Employer.

17.06 Sick Leave Payout on Retirement

Employees shall be entitled to be paid twenty-five percent (25%) of the value of their accumulated sick leave credits upon retirement or:

Employees may use the twenty-five percent (25%) of their accumulated sick leave credits along with any outstanding vacation and banked lieu time to leave work prior to their retirement as per the OMERS qualifying service provisions. Such arrangement will only be agreed to once an employee submits a date of retirement in writing.

17.07 Payment Based on Maximum Sick Leave Credit

Once an employee has accumulated the maximum sick leave credits of 120 days, the employee is eligible to receive payment for up to fifty percent (50%) of their yearly maximum sick leave credit provided the employee has not used any of their accumulated sick credits. Such payment will be reduced by five percent (5%) for each day of sick leave the employee uses during the calendar year.

This payment will be made on the last pay in December of the calendar year for which credits were earned. (Example: if one day of sick leave is used, the payment will be 45% of their yearly maximum sick leave credit).

ARTICLE 18 - LEAVE OF ABSENCE

18.01 For Union Business

The Employer agrees that where permission has been granted to representatives of the Union to leave their employment temporarily in order to carry on negotiations with the Employer, or with respect to a grievance, they shall suffer no loss of pay for the time so spent.

18.02 (a) Bereavement Leave

An employee shall be entitled to four (4) days bereavement leave with pay on the death of a wife, husband, common-law-spouse, father, mother, step-father, step-mother, child, step-child, sister, step-sister or brother, step-brother, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandchild, and grandparents, provided they notify the head of their department. An additional two (2) days leave with pay shall be allowed as travelling time where the burial takes place outside the District of Thunder Bay.

For attendance at a funeral, memorial service, internment, visitation, celebration of life or bereavement leave that is held later, the employee may elect to use all or part of the allotted days under Article 18.02 (a) to attend the service without loss of wages or benefits under the Collective Agreement.

18.02 (b) Special and Compassionate Leave

The Chief Administrative Officer or designate may grant an employee leave

of absence with pay for not more than three (3) days in a year upon special or compassionate grounds. The granting of this leave shall not be dependent upon or charged against accumulated credits.

18.03 Jury Duty

A regular employee will be granted time off for jury duty or as a court witness, with the Employer compensating the employee in such event by paying to them the difference in the amount they would normally earn if on duty with the Employer and the amount paid to them for such jury or court witness duty.

18.04 General Leave

The Employer may grant leave of absence without pay and without loss of seniority to any employee requesting such leave for good and sufficient cause; such request to be in writing and approved by the Employer and the Union.

18.05 Pregnancy/Parental Leave

As per Employment Standards Act.

18.06 Education Leave

An employee may be entitled to a leave of absence with pay and without loss of seniority and benefits to write examinations to up-grade their employment qualifications upon approval of the Employer and is job related.

18.07 Personal Leave – (Full-time)

- (a) An employee shall be entitled to two (2) days per annum paid leave of absence for personal use. Such personal leave shall be non-accumulative.
Note: no carry over.
- (b) Office staff only will get birthday off. This day has to be taken on the employee's birthday or if birthday is on a weekend then on the Monday or Friday, unless otherwise mutually agreed.

ARTICLE 19 - PAYMENT OF WAGES AND ALLOWANCES

19.01 Pay Days

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

On each pay day, each employee shall be provided with an itemized statement of

wages and deductions.

Pay Day shall be deemed to be every second Friday. The cut off will be the previous Friday.

19.02 Vacation Pay

Employees may, upon giving at least five (5) days notice prior to any pay period, receive on the last office day preceding commencement of their annual vacation, any cheque which may fall due during the period of their vacation.

19.03 Pay During Temporary Transfers of Qualified Employees

If a qualified employee substitutes on any job during the absence of another employee, they shall receive the rate for the job or their regular rate, whichever is greater.

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

19.04 Legal Fees

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

19.05 Severance Pay

This clause takes effect on June 12, 1996. No severance pay will be paid based on any time worked before this date.

Upon termination (but not termination for just cause), employees, will be paid severance pay of an amount equivalent to the employee's regular wages for one week for each year of service after the effective date in paragraph one above, to a maximum of thirteen (13) years of service (therefore, maximum thirteen (13) weeks of pay).

For purposes of determining severance pay for permanent part-time employees, years of service shall be considered to be years of seniority.

19.06 Payment for Attendance at Conferences and Seminars

When employees attend Conferences or Seminars 100 km outside of the City of Thunder Bay, they shall be paid for time spent at the event as well as actual travel time up to three (3) hours at straight time rates to and from the event for any hours outside of normal working hours.

ARTICLE 20 - JOB CLASSIFICATION AND RECLASSIFICATION

20.01 Job Classification – Roads Department Employees

On the basis of employee versatility and seniority and equipment involved, in road maintenance work within the Municipality, job classification shall be established as hereinafter set out. In all categories where the operation of a vehicle is involved, the employee is required to be in possession of a Class "A" license issued under provisions of the Highway Traffic Act of Ontario.

(a) **Leadhand**

- (1) Regulate, co-ordinate and instruct employees as may be required in liaison with the Manager of Operations of the Municipality to effectively contend with the daily assignments of the Employer.
- (2) Perform duties as may be required to ensure the care, maintenance and operation of Municipal equipment during any day's program.
- (3) Perform such other duties as may be assigned from time to time through the office of the Manager of Operations.

(b) **Grader and Machine Operators (Machine Operator A)**

- (1) Grader "A" classifications shall be assigned on basis of skill and/or seniority while operating graders and other road maintenance equipment.

(c) **Grader and Machine Operator, Truck Driver While Sanding and Ploughing (Machine Operator B)**

Qualified to operate all road maintenance equipment and machines and trucks while sanding and ploughing.

(d) **Truck Driver - Machine Operator**

Qualified to operate loading equipment and general haulage.

(e) **Truck Driver**

Operates general haulage trucks, transports personnel, materials, tools and equipment.

(f) **Labourer**

General Labour Duties

On the basis of employee versatility and seniority, and equipment involved in road maintenance work within the Municipality, job classifications shall be

established as above. In all categories where the operation of a vehicle is involved, the employee is required to be in possession of a Class "A" license issued under provisions of the Highway Traffic Act of Ontario.

The Employer agrees to pay 100% of the cost of a medical examination required to maintain the Class "A" license described above, up to a maximum of two (2) examinations per person within a three (3) year period.

20.02 On the Job Training

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

An employee after receiving "on-the-job" training as proposed above, may request a test in vehicle proficiency at any time.

20.03 Test in Vehicle Proficiency – Roads Department Employees

Tests for employees in proficiency operation for purposes of promotion or other reasons will be carried out by a neutral third party in conjunction with the Employer's Manager of Operations and may be witnessed by the employee's Union steward. Decisions as to results of such tests will be made by the Manager of Operations and will be final. Any grievances arising from such tests are to be processed in the usual manner.

20.04 Promotion to Higher Category

When tests, after a trainee period, have indicated an employee is qualified for promotion to a higher category, they shall be paid for any hours worked at their new job at the applicable rate of that classification.

20.05 Changes in Classification

The Employer agrees that when the duties or volume of work in any classification are increased or when any position not covered by Appendix "A" is established during the life of this agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree as to the classification and/or rate of pay for the job in question, such dispute shall be submitted to negotiation and arbitration. The new rate shall become retroactive to the time the

position was first filled by an employee.

20.06 No Elimination of Present Classifications

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

20.07 Job List

Lead Hand
Grader and Machine Operator "A"
Grader and Machine Operator "B"
Truck Driver – Machine Operator
Truck Driver
Seasonal Labourer
Property Tax Clerk (formerly Clerk I)
Assistant to the Clerk (formerly Clerk II)
AP/Office Clerk (formerly Clerk III)
Landfill Attendant
Temporary Employee

ARTICLE 21 - SAFETY

21.01 Co-operation on Safety

The Union and the Employer shall co-operate in a continual effort to improve the safety measures now in effect.

21.02 Safety Shoes or Boots – Roads Department Employees

The Employer shall pay up to a maximum of two hundred and seventy-five dollars (\$275.00), once per calendar year for safety shoes or boots. The Employer will approve replacement of boots damaged beyond use at work. Employees will only be reimbursed once per calendar year.

ARTICLE 22 - UNIFORM AND CLOTHING ALLOWANCE- Roads Department Employees

22.01 Supply of Work Clothing

- (a) The Employer shall provide for a coverall supply and cleaning service, i.e. Perths. Such service to provide a five (5) pair rotation.
- (b) The Employer will supply reflective safety winter insulated jackets for all outside workers, once every two years.

ARTICLE 23 - EMPLOYEE BENEFITS

23.01 Pension Plans

In addition to the Canada Pension Plan, every employee, unless prohibited by law, shall join the Ontario Municipal Employee's Retirement System. The Employer and the employees shall make contributions in accordance with the provisions of the Plan.

23.02 Employer Contributions to Hospital and Medical Insurance

The Employer shall pay the full cost of the premiums of the following Plans:

- (a) Extended Health Care Benefits including prescription drug plan, vision care and semi-private hospital coverage
- (b) Dental Care Benefits – current ODA rates.
- (c) Long Term Disability Benefits
- (d) Employee Life Insurance Benefits
- (e) Accidental Death and Disablement Benefits
Dependent Life Benefits

The existing benefit level will not be decreased without mutual agreement of both parties.

23.03 Retiree Benefits

Upon presentation of proof of enrolment, an employee who retires and is collecting their OMERs pension early shall be paid two hundred forty-five (\$245.00) per month towards a benefit plan, from the date of retirement until such time as the employee is eligible to receive Ontario legislated prescription coverage or seven (7) years, whichever comes first.

23.04 Health/Vision

The Employer agrees to reimburse an employee up to one two hundred and fifty dollars (\$250.00) every 2 years for eye glasses, contact lenses or laser eye surgery over and above the amount paid by the employer's medical plan for employees.

The Employer agrees to reimburse an employee up to seventy-five dollars (\$75.00) for an employee's eligible family member, for eye glasses, contact lenses or laser eye surgery over and above the amount paid by the employer's medical plan.

23.05 Permanent Part-time and Casual Part-time Employee Benefits

Permanent Part-time and Casual Part-time employees shall receive fifteen percent (15%) of their regular straight time hourly rate of pay for all

straight time hours worked in lieu of Article 15 Paid Holidays, Article 17 Sick Leave, Article 18.07 and Articles 23.02, 23.03, 23.04 under Employee Benefits.

Participation into the Pension Plans in Article 23.01 will not constitute a reduction in lieu of benefits.

Temporary Employees employed for one year will be entitled to the lieu of benefits as outlined above.

ARTICLE 24 - JOB SECURITY

24.01 Restriction on Sub-Contracting

The Employer agrees that no work or service presently performed or hereafter assigned to the collective bargaining unit will be sub-contracted, transferred, leased, assigned or conveyed, in whole or in part, to any other, plant, company or non-unit employees; if it infringes on the rights or causes layoffs of present employees.

ARTICLE 25 - GENERAL CONDITIONS

25.01 Bulletin Boards

The Employer shall provide bulletin boards in all shops upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employee.

25.02 Copies of Agreement

The Union and the Employer desire every employee to be familiar with the provisions of this agreement and their rights and duties under it. For this reason, the Employer shall print the agreement within thirty (30) days of signing and issue to each employee.

25.03 Proper Accommodation

Proper lunch room accommodation shall be provided for employees to have their meals and store and change their clothing. An employee shall not drive any unnecessary distance back to the yard garage to have lunch each day.

25.04 Correspondence

All correspondence between the parties, arising out of this Agreement or incidental thereto shall pass to and from the Administrator or their

designate and the Union Steward and the CUPE National Representative.

ARTICLE 26 - PRESENT CONDITIONS AND BENEFITS

26.01 Present Conditions to Continue

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

ARTICLE 27 - TERM OF AGREEMENT

27.01 Duration

This Agreement shall be binding and remain in effect from the 1st day of January, 2026 to the 31st day of December, 2028 and shall continue from year to year thereafter, unless either party gives to the other party, notice in writing, of its desire to bargain with a view to the renewal, with or without modifications, of the agreement; such notice to be given within the period of ninety (90) days before the agreement ceases to operate. The parties shall meet within fifteen (15) days from the giving of the notice or within such further period as the parties agree upon and they shall bargain in good faith and make every reasonable effort to make a collective agreement.

27.02 Changes in Agreement

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

27.03 Plural or Feminine May Apply

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

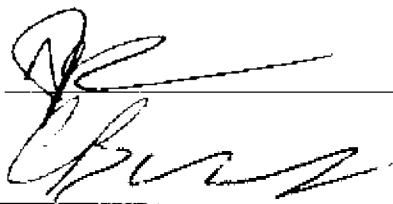
27.04 Retroactivity

All changes in the new agreement shall be adjusted retroactively to January 1, 2026 unless otherwise agreed to.

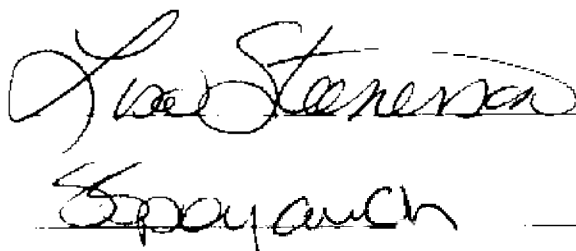
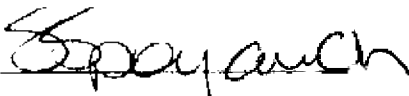
IN WITNESS WHEREOF, the parties have executed this Agreement this 28 day
of April, 2026.

Dated at Thunder Bay, Ontario, this 28 day of April, 2026.

Signed on behalf of
MUNICIPALITY OF SHUNIAH



Signed on behalf of
CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL NO. 87


SCHEDULE "A"

January 1, 2025 (Prior Wage)
 January 1, 2026 (2.5% increase)
 January 1, 2027 (4% increase)
 January 1, 2028 (2.75% increase)

	Prior Wage Jan. 1, 2025	Effective Jan. 1, 2026	Effective Jan. 1, 2027	Effective Jan. 1, 2028
ADMINISTRATION				
Finance Department				
Property Tax Clerk	33.38	34.21	35.58	36.56
AP/Office Clerk	33.38	34.21	35.58	36.56
Planning Department				
Assistant to Clerk	33.38	34.21	35.58	36.56
ROADS DEPARTMENT				
Lead Hand	40.98	42.00	43.68	44.88
Grader & Machine Operator "A"	37.48	38.42	39.96	41.06
Grader & Machine Operator "B"	36.89	37.81	39.32	40.40
Truck Driver-Machine Operator	35.50	36.39	37.85	38.89
Truck Driver	34.18	35.03	36.44	37.44
Seasonal Labourer	32.50	33.31	34.64	35.59
Landfill Attendant - MacGregor	24.60	25.22	26.23	26.95
Landfill Attendant - McTavish	24.60	25.22	26.23	26.95