

# COLLECTIVE AGREEMENT

BETWEEN

**THE CORPORATION OF THE CITY OF ELLIOT LAKE**

(hereinafter referred to as the "Employer")



-AND-

**CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 170**

(hereinafter referred to as the "Union")

**CUPE·SCFP** / Canadian Union of Public Employees  
Syndicat canadien de la fonction publique

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**TERM OF AGREEMENT: January 1, 2024 to December 31, 2027**

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## ARTICLE 1.00 - PURPOSE

- 1.01 The purpose of this Agreement is to establish mutually satisfactory relations between the Employer and its employees, to provide a mechanism for the prompt and equitable settlement of grievances, and to establish and maintain mutually satisfactory hours of work, rates of pay and working conditions for all employees who are subject to the provisions of this Agreement.

## ARTICLE 2.00 - RIGHTS OF THE EMPLOYER

The Union agrees that the Employer has the exclusive right to manage all departments including such rights as:

- 2.01 To determine the size of the working force, the number of employees required for any or all jobs, the kinds of equipment, machines or tools to be used and their location, the allocation and assignment of work to employees, and to be the judge of the qualifications of the employees in a fair, impartial and reasonable manner.
- 2.02 To maintain order, discipline and efficiency, to make, alter or amend reasonable rules of conduct and procedure for employees; to hire, discharge, classify, transfer, promote, demote, lay off, suspend or discipline employees for just cause provided, however, that any exercise of these rights in conflict with any of the provisions of this Agreement may be the subject of a grievance as provided under the Grievance Procedure of this Agreement.
- 2.03 The Employer and the Union agree that there shall be no discrimination against any employee because of membership in the Union.

## ARTICLE 3.00 - SCOPE

- 3.01 The Employer recognizes the Canadian Union of Public Employees and its Local 170 as the sole and exclusive collective bargaining agent with respect to hours of work, rates of pay, working conditions and classifications as contained herein, for all of its employees save and except the following employees of the Employer: Chief Administrative Officer, Deputy Chief Administrative Officer, Clerk, Deputy Clerk, Confidential Secretary to the Clerk, Treasurer, Deputy Treasurer/Treasury Assistant, Confidential Secretary to the Treasurer, Tax Collector, Confidential Secretary to Mayor, Confidential Secretary to Chief Administrative Officer, Personnel Manager, Confidential Secretary to Personnel Manager, Personnel Clerk, Community Relations Officer, Accounting Supervisor, Engineer, Deputy Engineer, Chief Building Official, Plants Superintendent, Assistant Plants Superintendent, Public Works Superintendent, Assistant Public Works Superintendent, Director of Parks &

Recreation, Assistant Director of Parks & Recreation, Director of Aquatics, Director of Arenas, Program Co-ordinator Parks & Recreation, Airport Manager, members of Boards, Commissions, the Fire Department and Economic Development Office, Director of Administrative Services, Director of Clerk's & Building Services, Director of Projects, Tourism and Leisure, Plants and Public Works Operations Manager, Financial Analyst and Administrative Assistant to the Mayor and C.A.O., Human Resources Health and Safety Assistant, Director of Operations and Assistant to the Director of Operations – Public Works.

Students working during summer recess (May 1 to September 15) and students regularly employed for not more than twenty (20) hours per week.

Part-time non-student employees regularly employed for not more than twenty (20) hours per week.

Casual employees called in to replace full-time employees who cannot perform their regular duties due to sickness, accident, vacation or pregnancy.

Employment of students working on educational career programs and Federally/Provincially assisted make-work programs will be by mutual agreement which will not be unreasonably withheld by the Union.

Any part-time, casual or temporary employees earning Union rates will automatically pay Union dues but are not represented by our Local, subject to dues being paid on a proportional basis.

- 3.02 (a) Any employee working on a federally/provincially assisted make-work program, shall become members of the Union while employed on the program and pay Union dues, on condition that the said employees shall not be entitled to any rights or benefits under the collective agreement, including, without limiting the foregoing, seniority rights or the right to become a permanent employee with the Employer.
- (b) The Employer agrees that present employees will not be laid off because of the make-work program.
- 3.03 Persons excluded from the bargaining unit as defined in Article 3.01, Scope, shall not perform duties of employees in the bargaining unit except for training or instructional purposes, or in the event that any bargaining unit employee, who normally carries out such duties is not readily available to work in the case of an emergency.
- 3.04 No contract, written or oral, shall be entered into between an employee and the Employer or any of its duly authorized representatives, on matters relative to hours of work,

salaries, working conditions, promotions, demotions, or any condition that directly conflicts with the terms of this agreement.

- 3.05 The Employer agrees that students hired on grant programs will not, without mutual consent, carry out the duties normally performed by Union employees.

The Union will be granted access to the applicable contract if and when requested.

#### **ARTICLE 4.00 - HUMAN RIGHTS AND OCCUPATIONAL HEALTH & SAFETY**

- 4.01 The parties agree to comply with all the terms of the Occupational Health and Safety Act, R.S.O., 1990 and the Ontario Human Rights Code, as amended.

#### **ARTICLE 5.00 - UNION MEMBERSHIP REQUIREMENTS**

- 5.01 All employees of the Employer subject to clause 3.01, 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.

#### **ARTICLE 6.00 - UNION SECURITY AND DUES CHECK-OFF**

- 6.01 The Employer shall deduct from every employee union dues in accordance with the Union constitution and by-laws. The Local agrees to indemnify and save the employer harmless against any claim or liability arising out of the application of this Article except for any claim or liability arising out of an error committed by the employer limited to the amount actually involved in the error.
- 6.02 Deductions shall be made from each bi-weekly pay period in each month and shall be forwarded to the Secretary-Treasurer accompanied by a list of names of those employees from whom deductions have been made no later than the 15<sup>th</sup> day of the following month on a monthly basis. The Employer will provide the Union with a list of all the employees in the bargaining unit which includes each employee's name, job title/classification, home mailing address, home telephone number, work email and if available, personal email. This list will also include the employees' work site and employment status and if the employee is on a leave and the nature of the leave. This list will be provided to the Union on a quarterly basis in an electronic format.
- 6.03 At the same time that Income Tax (T-4 Slips) are made available, the Employer shall type there on the amount of union dues paid by each member in the previous year.

## ARTICLE 7.00 - EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES

- 7.01 The Employer agrees to acquaint new employees that a Union agreement is in effect and that union dues will be deducted.
- 7.02 The Employer agrees to advise the Union in writing of the hiring of any new employees covered by this Agreement.
- 7.03 An elected official of the Union shall be given an opportunity to meet with each new employee within regular working hours without loss of pay for a maximum of thirty (30) minutes during the first month of employment, for the purpose of acquainting the new employee with the duties of union membership and their responsibilities and obligations to the Union.

## ARTICLE 8.00 - LABOUR-MANAGEMENT BARGAINING RELATIONS

### 8.01 UNION STEWARDS AND GRIEVANCE COMMITTEE

The Employer agrees that the Union has the right to appoint a reasonable number of stewards and a committee of such stewards to be known as the Grievance Committee. The stewards must be employees of the Employer. The Union will advise the Employer of the names of the stewards and of the members of the Grievance Committee and officers so that the Employer will recognize them. The Grievance Committee shall consist of not more than three (3) appointed officials or stewards of the Union.

- 8.02 The Employer agrees that Stewards or Officers 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 Article 9.00. The Union recognizes that each Steward or Officer is employed full-time by the Employer and that the employee will not leave their work without first obtaining the permission of their Supervisor, which permission shall be given within an hour, indicating the time the Steward or Officer can be spared.

## ARTICLE 9.00 - GRIEVANCE PROCEDURE

- 9.01 For the purposes of the grievance procedure, “working days” shall be Monday to Friday, but exclusive of designated holidays. The Employer’s response at all steps of the grievance procedure shall be provided in writing to the Lead Steward or designate.
- 9.02 The parties agree that it is desirable that any complaints or grievances be resolved as quickly as possible. Therefore, should any difference as to the meaning or alleged

violation of the provisions of this Agreement arise between the Employer and any employee, an earnest effort shall be made to settle such difference.

- 9.03 The parties agree that a grievance does not exist until the employee, accompanied by a Steward, verbally raises the issue with the employee's non-union supervisor. This must be done within five (5) working days of the date the alleged grievance arose. The supervisor must provide a response within five (5) working days. Failing satisfactory resolution, the employee or the Union may take the matter up as a grievance as outlined below.

#### Step 1

Within five (5) working days after receipt of the immediate non-union supervisor's reply, the Grievor accompanied by their Steward may submit the grievance in writing on the forms agreed upon by the parties, to the Department Head or Director in an attempt to resolve the dispute. A meeting with the Department Head or Director shall take place within five (5) working days from the date of receipt of the request for such meeting. The Department Head or Director shall respond to the Lead Steward within five (5) working days from the date of the meeting. Failing satisfactory settlement within five (5) working days, the employee or the Union may proceed to the next step.

#### Step 2

Within five (5) working days after receipt of the Department Head's reply, the written grievance may be referred on to the Manager of Human Resources. The Grievor accompanied by their Steward shall meet with the Manager of Human Resources within five (5) working days from the date of receipt of the request for such meeting, in an attempt to resolve the dispute. The Manager of Human Resources shall respond to the Lead Steward within five (5) working days from the date of the meeting. Failing a satisfactory settlement, the grievance may be referred on to the next step within five (5) working days of the reply of the Manager of Human Resources.

#### Step 3

Within five (5) working days after receipt of the reply from the Manager of Human Resources, the written grievance may be referred on to the Chief Administrative Officer. The Grievor accompanied by the Lead Steward or the Grievance Committee shall meet with the Chief Administrative Officer within five (5) working days from the date of receipt of the request for such meeting in an attempt to resolve the dispute. The Chief Administrative Officer shall respond to the Lead Steward within five (5) working days from the date of this meeting. Failing a satisfactory settlement, the grievance may be referred on to the next step within five (5) working days of the response of the Chief Administrative Officer.



- 9.04 The Grievance Procedure shall be carried out during working hours.
- 9.05 The nature of the grievance, the remedy sought and the specific articles and sub-articles of the agreement which are alleged to have been violated shall be set out in the written record of the grievance at Step 1 and may not be subject to change in later steps.
- 9.06 Where a dispute involving a question of general application or interpretation occurs, or where the Union or a group of employees are affected, the Grievance Committee shall commence the written grievance at Step 2.
- 9.07 Any grievance submitted by the Manager of Human Resources or the Chief Administrative Officer shall be in writing and submitted to the Grievance Committee. The Grievance Committee shall render its decision in writing within five (5) working days. Failing satisfactory settlement, the grievance may be taken to Arbitration as set out herein.
- 9.08 Any mutually agreed upon change to this Collective Agreement shall form part of this Agreement and is subject to grievance and arbitration procedure.
- 9.09 Any and all time limits fixed by this Article may be extended by agreement in writing between the parties. If advantage of the provisions of this Article is not taken within the time limits specified or as extended in writing by mutual agreement, the matter in dispute shall be deemed to have been abandoned and may not be reopened.
- 9.10 It is agreed that the settlement of any grievance under this Article shall not be construed as a precedent and shall not be binding on either party in respect to any other grievance.

#### **ARTICLE 10.00 - ARBITRATION**

- 10.01 In the event that any difference concerning the meaning or alleged violation of this Agreement has not been satisfactorily settled under the provisions of the Grievance Procedure, the matter may be referred to Arbitration by one party giving written notice to the other within ten (10) working days from the date settlement could have been reached in Step 3 of the grievance procedure. Such referral to Arbitration shall be made in the following manner:
- (a) Arbitrator – Either party may have the dispute referred to an Arbitrator, in which case the parties shall exchange names of potential Arbitrators until one is acceptable to both parties. Should the parties not be able to agree upon a suitable Arbitrator within twenty (20) working days, then either party may request the Ministry of Labour to appoint same.

(b) In the event that any difference concerning the meaning or alleged violation of this Agreement has not been satisfactorily settled under the provisions of the Grievance Procedure, the matter may be referred to Grievance Mediation by one (1) party giving notice to the other within ten (10) working days from the date settlement could have been reached in Step 3 of the grievance procedure.

10.02 Any arbitration case shall be heard at Elliot Lake, Ontario or at such other place as the parties mutually agree upon in writing.

10.03 In any arbitration, the written record of the grievance shall be presented to the Arbitrator and the decision of the Arbitrator shall be confined to determining the issues therein set out.

10.04 The parties shall split the cost of the Arbitrator.

10.05 Witness fees and allowances shall be paid by the party calling the witnesses.

10.06 The costs of arbitration shall not be awarded to either party.

10.07 The findings of the Arbitrator as to the facts, meaning and violation of the provisions of this Agreement shall be conclusive and binding upon all parties concerned, but in no case shall the Arbitrator modify or amend any part of this Agreement.

10.08 An Arbitrator shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real matter in dispute and to render a decision which they deem just and equitable.

#### **ARTICLE 11.00 - DISCIPLINE, SUSPENSION AND DISCHARGE**

11.01 The Employer will put all discipline in writing. A copy of any disciplinary notation will be provided to the employee and a copy will be placed in the employee's personnel file. Eighteen (18) months after the disciplinary notation is placed in the employee's personnel file, the employee may request a review of their disciplinary file. The Employer will undertake a review and may remove the disciplinary notation. If the disciplinary notation is not removed, the employee may request another review six (6) months later, and every six (6) months thereafter.

## 11.02 DISCHARGE CASES

If an employee is discharged and if they believe they have been unjustifiably discharged, they may have their Grievance taken up under the Grievance Procedure herein, starting at Step 2, if presented in writing within ten (10) working days after the date of their discharge and not otherwise. If the grievance is settled in favour of the employee, the employee shall be reinstated and paid their wages at their regular basic rate and regular hours per week for the time lost since the date of the discharge, less amounts earned during the time lost, or any other settlement, which is just and equitable in the opinion of the Employer and the Union.

If the discharge case is taken to Arbitration, the Arbitrator may:

1. sustain the discharge, or
2. reinstate the employee in accordance with the options set out above, or
3. impose any other remedy which is just and equitable in the opinion of the Arbitrator.

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

## ARTICLE 12.00 - SENIORITY

12.01 Seniority shall mean an employee's continuous service with the Employer since the date of their last hiring by the Employer as a full-time employee.

12.02 Lists showing the seniority of all employees shall be posted and brought up to date every six (6) months.

12.03 A new employee shall be on probation until the employee has worked seventy-five (75) shifts or six hundred (600) hours for those working shifts of greater than eight (8) hours and shall have their name added to the Seniority List as the date of last hiring as a full-time employee. A probationary employee shall not have recourse to the Grievance Procedure if the employee is laid off or is discharged during the probationary period. It is understood that in special cases and by mutual agreement between the Employer and the Union, this probationary period may be extended when requested in writing by the Employer.

Benefits will commence on the first day after the employee has completed three (3) months of employment.

12.04 An employee shall lose all seniority and shall be deemed terminated for just cause if the:

- (a) employee quits;
- (b) employee is discharged and the discharge is not reversed through the grievance and/or arbitration procedure;
- (c) employee is absent without authorization from the employer from scheduled work for three (3) or more consecutive working days in any calendar year unless the employee provides a reason satisfactory to the employer;
- (d) employee fails to return to work upon expiration of a leave of absence;
- (e) employee has been on inactive service for thirty-six (36) consecutive months or the length of their seniority whichever is less;
- (f) employee fails, upon being notified by registered mail of a recall, to signify their intentions to return within five (5) working days after the employee has received the notice of recall, and fails to report to work within ten (10) working days or at a mutually agreed upon time between the employer and employee after the employee has received the notice of recall unless sick or injured;
- (g) employee consumes alcohol or contraband drugs during working hours.

### ARTICLE 13.00 - JOB VACANCIES

13.01 The Employer agrees to post all vacancies and newly created classifications which occur within the bargaining unit no later than five (5) working days of the vacancy occurring. The posting shall be for a period of not less than five (5) working days. Full-time employees will have an opportunity to apply before casual, part-time or temporary employees are considered.

All job postings will contain the following information: classification, qualifications, required knowledge and education, skills and wages rate.

13.02 The Employer may fill the vacancy temporarily pending the filling of the vacancy permanently, provided that the temporary filling of the position does not exceed one (1) month. However, seniority shall be the governing factor wherever possible. Where appointment to this temporary vacancy has been made the Union shall immediately be notified, and notice of the appointment shall be posted in all Departments.

13.03 Nothing in this Agreement compels an employee to accept a temporary or full-time promotion or transfer unless there are no applicants in accordance with Section 13.01 to fill the vacancy and in such case appointment may be made of the most junior employee qualified to perform the work.

Once the transfer has been made, it shall be for the duration of such assignment unless mutually agreed by the Union and the Employer.

13.04 In the case of a temporary vacancy exceeding four (4) months, the position shall be posted and Article 13.01 shall apply.

13.05 In all cases of filling a vacancy, other than filling a vacancy as outlined in Articles 13.02 and 13.03, promotion, demotion and transfer, decreases in forces, layoff, and recall after layoff, the following factors shall be considered:

- a) Skill, ability, and qualifications;
- b) Where the factors in Article 13.05(a) are relatively equal, seniority will be the determining factor.

13.06 TRIAL PERIOD

The successful applicant shall be notified within one (1) week following the end of the posting period. The successful applicant shall be placed on trial for a period of forty-five (45) shifts or three hundred and sixty hours (360) for those working shifts of greater than eight (8) hours. Conditional upon satisfactory service, the employee shall be declared permanent after the forty-five (45) shifts worked or three hundred and sixty hours (360) for those working shifts of greater than eight (8) hours. In the event the successful applicant proves unsatisfactory in the position during the period, or if the employee is unable to perform the duties of the new job classification or the employee is not satisfied with the new job classification, they shall be returned to their former position and wage or salary rate, without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position and wage or salary rate, without loss of seniority. The forty-five (45) shifts or three hundred and sixty hours (360) for those working shifts of greater than eight (8) hours can be extended by mutual agreement of both parties.

13.07 The Employer agrees to post the name of the successful applicant if any, in all Departments, as soon as the appointment is made.

## ARTICLE 14.00 - LAYOFF AND RECALL

### Definition of Layoff

A layoff shall be defined as an occupied position being declared redundant of the reduction in the regular hours of work of a full-time employee.

14.01 Both parties recognize that job security shall increase in proportion to the length of service, therefore the Employer agrees that in the event of a layoff, reductions shall be made in each classification as defined in Schedule A in the reverse order of their seniority and where employees are recalled, they shall be recalled in the reverse order in which they were laid off. Where applicable layoffs shall occur in each classification in the following order:

- (a) students
- (b) part-time employees
- (c) full-time employees

14.02 The Employer agrees that an employee about to be laid off may bump any employee with less seniority providing the employee exercising this right is qualified to perform the work of the less senior employee. The right to bump shall include the right to bump up. An employee's seniority will continue to accrue during a layoff period up to eighteen (18) months.

14.03 Unless the Employment Standards Act is more favourable to the employees, the Employer shall notify employees who are to be laid off ten (10) working days prior to the effective date of layoff. If the employee has not had the opportunity to work the days as provided in this sub-article, they shall be paid for the days for which work was not made available. The Union shall be notified prior to any layoff notice being issued.

14.04 The laid off employee(s) must exercise their bumping rights as soon as possible, but in any event within three (3) working days from the date the employee is notified of the layoff. Any other employee(s) so bumped must exercise their bumping rights within three (3) working days of being bumped, and so on, on a three (3) working day maximum basis for each involved employee.

14.05 Both parties recognize that benefits will not accrue during layoff periods. However, employee benefits will be paid by the employer to the end of the third month from the date of layoff.

## ARTICLE 15.00 - HOURS OF WORK

15.01 Except for those employees on operations which would require a six (6) or seven (7) day cycle, the normal work week for Outside Employees will consist of forty (40) hours from Monday through Friday as follows:

Day Shift	7:30 A.M. to 4:00 P.M.
Afternoon Shift	4:00 P.M. to 12:00 A.M.
Night Shift	11:30 P.M. to 7:30 A.M.

Except for those employees on operations which would require a six (6) or seven (7) day cycle, the normal work week for Inside Employees will consist of thirty-seven and one-half (37 ½) hours from Monday to Friday as follows:

Day Shift	8:30 A.M. to 4:30 P.M.
Afternoon Shift	4:30 P.M. to 12:30 A.M.
Night Shift	12:30 P.M. to 8:30 A.M.

- 15.02 (a) The working shift, except for those employees on a shift schedule, shall be eight (8) hours with respect to Outside workers with a lunch period not exceeding one-half (1/2) hour on the employee's own time. Seven and one-half (7 ½) hours with respect to Inside workers with a lunch period not exceeding one-half (1/2) hour on the employee's own time.
- (b) Eight (8) hours at the working place shall constitute a shift's work for those engaged on shift work. There will be one allowance of twenty (20) minutes for lunch during each shift, but the employees will be under the Employer's orders and shall maintain supervision of their equipment and machines during the lunch period. Employees on shift operations will remain on the job at the end of their shifts, if required, until their relief arrives or until other arrangements are made by the Employer.
- (c) Any permanent or temporary changes to present shift scheduling will first be discussed with the Union. Wherever possible 24 hours notice shall be given on shift changes.

## ARTICLE 16.00 - OVERTIME (O/T)

16.01 Time worked in excess of the standard working hours shall be paid for at a rate of one and one-half (1 ½) times the employee's base rate. This shall be calculated on the basis of the employee's base rate divided by their regular hours per week. O/T shall be worked only as authorized by the Department Head. No other O/T will be paid. Employees working O/T on a Sunday shall be paid double time (2x).

Overtime will be divided as equally as possible among the employees in each department, as per employee classification. Such O/T will be given to regular employees before temporary or non-employees are considered.

The Employer agrees to allow employees time off in lieu of overtime on the basis of the applicable overtime rate. Time off will be at the employees' choice but must be approved by the employee's Department Head. Both parties agree that accumulation will be allowed to a maximum of sixty (60) hours at any time and shall not be carried over from one year to the next and will be replenishable. Any time not taken will be paid out in the first pay in December.

16.02 An employee called upon to work on a Paid Holiday shall be compensated for work performed on such days at the rate of time and one-half (1 ½) their base rate with a guarantee of four (4) hours pay. Hours worked in excess of four (4) hours will be paid at time and one-half (1 ½) with a minimum of eight (8) hours pay at their base rate plus payment for the paid holiday.

16.03 (a) An employee required to work two (2) hours or more overtime either before or after their shift shall be provided with a meal allowance of fifteen (15) dollars. For the allowance to be payable before a shift, the employee must be at work within twenty (20) minutes from being called.

(b) An employee required to work four (4) hours or more overtime at any time other than as referred to in (a) above, shall be provided with a meal allowance of fifteen (15) dollars.

16.04 An employee shall not be required to layoff during regular hours in order to equalize any overtime worked.

16.05 An employee who is absent on approved time off during a scheduled work week because of paid or unpaid union leave, paid sickness, bereavement, holidays or vacation shall, for the purpose of computing O/T pay, be considered as having worked their regular hours during such absence.



- 16.06 Overtime work shall be on a voluntary basis except in cases of emergency. The Employer shall keep O/T to a minimum.
- 16.07 When an employee is called back to work after having completed their regular shift, the employee shall be paid a minimum of four (4) hours work at their base rate or time and one-half (1 ½) their basic hourly rate for actual hours worked, whichever is the greater. Employees called out to work on a Sunday shall be paid double time (2x) for the number of hours worked with a guarantee of four (4) hours pay at the base hourly rate.
- 16.08 Employees required to work overtime for emergency situations may at the discretion of the Supervisor be placed on standby. Initial employer requests will be filled by employees who normally perform the work, on a volunteer basis. Should there be insufficient numbers of volunteers, then assignment will be to the least senior qualified employees required. Standby periods shall be for eight (8) hours based on normal shift patterns with an applicable rate of \$30.00 per shift.

#### **ARTICLE 17.00 - SHIFT PREMIUMS**

- 17.01 A shift premium of eighty-five (\$0.85) cents per hour will be paid for all work performed by an employee on a Saturday and ninety-five (\$0.95) cents per hour will be paid for all work performed by an employee on a Sunday.

This subarticle shall only apply to the employees in those operations which operate on a seven (7) day work week.

- 17.02 A shift premium of seventy-five (\$0.75) cents per hour will be paid to all employees scheduled to work an eight (8) hour afternoon shift.
- 17.03 A shift premium of ninety-five (\$0.95) cents per hour will be paid to all employees scheduled to work an eight (8) hour night shift.
- 17.04 Shift premiums for split shifts will be paid for the hours worked on each shift.

## ARTICLE 18.00 - PAID HOLIDAYS

18.01 All employees shall be granted the following holidays with pay:

New Years Day	Labour Day
Family Day	National Day of Truth & Reconciliation
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	

Plus two additional holidays, to be taken at a time mutually agreed upon by the employee and the Department Head.

18.02 Employees not working on any of the holidays named above will be paid their regular day's pay at their base rate. An employee will not be paid for the holiday if:

- a) the employee has been instructed to report for their regular shift on such holidays and has failed to do so;
- b) the employee has been absent on their last regular work day or shift before, or their regular work day or shift after the holiday unless the employee is on approved leave of absence or sick leave.

18.03 In the event of any paid holiday other than the floater, as identified in 18.01, falling on a Saturday or Sunday, the Employer shall designate an alternate working day. The Union shall be consulted prior to a decision being made and such decision shall be posted on the bulletin boards within 3 days of such decision.

18.04 Where an employee has worked all their regularly scheduled shifts and a Paid Holiday under this agreement (save and except the floating holidays referenced under Article 18.01) falls on an employee's regularly scheduled day off, the Employee shall be entitled to floater holiday in lieu at straight time to be used with the approval of the Department Head. Such floater holiday must be used within ninety (90) days.

**ARTICLE 19.00 - ANNUAL VACATIONS**

19.01 All employees shall be entitled to vacation with pay according to the following:

1. After ONE year of continuous service.....10 days
2. After THREE years of continuous service.....15 days
3. After SEVEN years of continuous service.....18 days
4. After ELEVEN years of continuous service.....21 days
5. After FIFTEEN years of continuous service .....25 days
6. After TWENTY years of continuous service .....26 days
7. After TWENTY-ONE years of continuous service .....27 days
8. After TWENTY-TWO years of continuous service.....28 days
9. After TWENTY-THREE years of continuous service.....29 days
10. After TWENTY-FOUR years of continuous service.....30 days

19.02 Vacation pay and not vacation entitlement shall be pro-rated for any interruption of continuous service greater than six (6) months, with the exception of employees who are on paid Accumulated Sick Days.

19.03 The Employer will be the final judge of the vacation time. Requests of the individual employees vacation will be not be unreasonably denied. When two or more employees want to take a vacation at approximately the same time and all cannot be spared, then the employee or employees with the most seniority will be given the choice.

19.04 Employees are expected to take their vacation each year. Employees can carry over a maximum of ten (10) vacation days from one anniversary year to the next, to a total maximum of thirty (30) days in their vacation bank. Any unused vacation days that are not carried over will be paid out.

19.05 The Employer agrees to post up vacation sheets during the month of January in each year on which each employee entitled to vacation shall indicate the period in which they wish to take their vacation.

In order to retain seniority preference for the months of July and August, each employee must indicate their vacation period by April 30.

In order to retain seniority preference for the months of October, November and December, each employee must indicate their vacation period by August 31.

In order to retain seniority preference for the month of March, each employee must indicate their vacation period by January 31.

Employees shall receive confirmation in writing from their supervisor as to whether vacation requests have been approved or disapproved within ten (10) working days after deadline.

Preference for all other months each employee will indicate their vacation request at least ten (10) working days prior to requested time off and shall receive confirmation in writing from their supervisor as to whether vacation requests have been approved or disapproved within four (4) working days of the request.

#### **ARTICLE 20.00 - LEAVES OF ABSENCE**

- 20.01 (a) Leave of absence will be granted except in cases of emergency, to no more than four (4) individuals at any one time, for a total of fifty-six (56) days per year for union functions, provided such leave involves no more than one employee from each of the following divisions: Public Works, Plants, Parks and Recreation, Treasury, Clerk's, Building, Daycare, Airport, Engineering and Community Relations.

Representation on the Negotiating Committee shall not be restricted to one (1) member per division. However, the Union agrees to consider the impact of more than one (1) representative from a division upon that division's operations.

- (b) Members of the Union Negotiating Committee shall be entitled to leave their work during working hours in order to meet with the employer for the purpose of joint negotiations.

Permission to leave work during working hours shall first be obtained from the Personnel Manager, however, such permission shall not be unreasonably withheld.

Time lost from work by any members of the Negotiating Committee shall be paid as if worked and such payment shall be exclusive of Article 20:01(d).

- (c) The President, 1<sup>st</sup> Vice-President or Treasurer of the Local Union or a member of the National or Provincial Executive Board will also be granted forty (40) days per year leave of absence except in cases of emergency, for the purposes of attending to the duties of their office.
- (d) All leaves of absence for union business under this article shall be without loss of seniority and without pay. However, the Employer agrees to pay for absences up to a maximum of thirty-five (35) days per year for employees engaged on Union business.

- (e) Any employee who is elected or selected for a full-time position with the Union or any body with which the Union is affiliated, shall be granted leave of absence by the Employer without loss of seniority but without pay, or without cost to the Employer for a period of twelve (12) months.

Such leave shall be renewed on request during the employee's term of office for successive periods of twelve (12) months up to a maximum of two (2) years.

20.02 Requests for leaves of absence for Union activity shall be made in writing and replies shall also be given in writing, giving as much advance notice as possible.

20.03 The name of an employee on authorized leave of absence shall be continued on the seniority list.

20.04 Employees will be granted personal leave of absence for good cause, without pay and fringe benefits for a period not exceeding six (6) months, if they can be spared.

Leave of absence in excess of six (6) months may be granted by the employer.

In all cases of personal leaves, the employee must request such leave through their Department Head in writing and responses shall also be given in writing, within five (5) working days.

The name of an employee on authorized personal leave of absence shall be continued on the seniority list and the employee shall not lose seniority as a result of the leave of absence neither shall the employee accumulate seniority during the leave of absence after thirty (30) calendar days.

20.05 An employee on leave of absence in excess of thirty (30) continuous days will not be covered by fringe benefits by the Employer but can make arrangements with the Employer to pay their own contributions.

20.06 Employees subpoenaed for Jury Duty and employees subpoenaed as a witness to something that related to their employment with the Municipality shall be paid for regular work missed, at their regular hourly rate while so serving, provided that the employee:

- (1) presents the subpoena to the Employer.
- (2) assigns all Jury Duty or Witness fees (but not expenses) over to the Employer.
- (3) Reports for work at all times when not required for Jury Duty or as a witness.

20.07 In the event of an employee being accused of an offence which requires a court appearance, the employee shall be given an automatic leave of absence, without loss of seniority but without pay. Fringe benefits not to exceed three (3) months.

20.08 PATERNITY LEAVE

The Employer agrees to pay three (3) days of paternity leave to be deducted from sick leave.

20.09 COMPASSIONATE LEAVE

An employee shall be granted a maximum of four (4) consecutive working days off with pay for the purpose of attending funerals or celebration of life in their immediate family and that additional days may be granted without pay if needed, subject to the approval of the Department Head. Immediate family shall mean the employee's father or stepfather, mother or stepmother, grandparent, grandchild, spouse, common-law spouse or same-sex spouse, brother, brother-in-law, sister, sister-in-law, son, stepson, son-in-law, daughter, stepdaughter, daughter-in-law, mother-in-law, father-in-law.

An employee shall be granted one (1) working day off with pay for the purpose of attending a funeral or celebration of life related to the death of an aunt, uncle, niece, nephew or grandparent in-law. For purposes of clarity, aunt or uncle does not include the employee's spouse's aunt or uncle. Additional days may be granted without pay if needed, subject to the approval of the Department Head.

Where the burial occurs outside the District of Algoma, such leave shall also include reasonable unpaid travel time. The Employee may save one (1) of the bereavement days in order to attend a spring interment.

20.10 PREGNANCY AND PARENTAL LEAVE

Pregnancy and parental leave shall be granted in accordance with the Employment Standards Act including welfare benefits for employees on pregnancy leave.

ARTICLE 21.00 - JOB CLASSIFICATIONS AND RATES OF PAY

21.01 The job classifications and rates of pay shall be set forth in Schedule "A".

21.02 The Employer will show on the pay stub of each employee the following: employee's wage rate, number of regular hours worked, number of overtime hours worked and all deductions made.

21.03 TEMPORARY TRANSFERS

- (a) When employees are asked to perform work outside of their regular classification but within the bargaining unit, they shall receive the rate of the job or their own regular earned rate, whichever is greater.
- (b) In the absence of a Supervisor due to vacation, sickness or leave of absence, an employee authorized to be temporarily in charge will be paid two (2) additional hours at straight time per complete shift at the employee's base rate. The appointment of an employee to be temporarily in charge under this section shall be at the sole discretion of the Department Head and shall be in writing.

In the event that a Supervisor is to be absent for a period of five (5) working days or more, an employee **MAY** be authorized to be in charge.

21.04 PAY DAYS

The parties agree that pay days shall be every second Thursday by way of direct deposit.

The Employer agrees to provide CUPE Local 170 a copy of payroll information sheets on a bi-weekly basis for part-time employees.

21.05 GUARANTEE AGAINST WAGE DECREASE

It is understood that no present employee shall suffer a wage decrease during the life of this agreement.

21.06 LONG SERVICE PAY

- (a) Each member shall receive their service pay in one (1) installment on the first pay in December according to the following:

After FIVE years of service .....	\$140.00
After TEN years of service .....	\$215.00
After FIFTEEN years of service .....	\$285.00
After TWENTY years of service .....	\$355.00
After TWENTY-FIVE years of service .....	\$425.00

- (b) In the event that a member leaves the service prior to the normal payment of service pay, they shall be paid on a pro-rata basis for the portion of the year served.
- (c) In the event of a member's death, the Employer agrees to pay to the estate of the member, an amount equal to the service pay entitlement for that year.

## 21.07 COURSES

- (a) Employees wishing to improve their skills on their own time may in advance of the course start date request the Employer to pay tuition fees, course materials and texts required by the Institution. Upon granting approval in writing, the Employer will agree to reimburse the employee for tuition fees, course materials and texts required by the Institution for courses which are deemed to have a direct benefit to both the employee and the Employer. Payment of such fees and costs shall be made only after successful completion of approved courses and the texts shall become the property of the Employer.
- (b) Whereas as a condition of employment the employee is required to maintain or upgrade their skills, the Employer upon giving written approval agrees to pay at the time of enrolment tuition fees and the cost of required course materials and texts.
- (c) Time spent travelling to and from the courses pursuant to paragraph (b) shall be considered time worked and shall be compensated at straight time. If an employee is unable to return home by 10 p.m. following the completion of a course, the Employer will reimburse the employee for reasonable overnight accommodation upon provision of receipts. If the location of the course requires departure prior to 6 a.m. the day of the course, the employee will be permitted to travel the day before and will be reimbursed for reasonable overnight accommodation upon provision of receipts. If weather conditions make travel dangerous, an employee may elect to stay overnight and reasonable accommodation will be reimbursed upon provision of receipts.
- (d) Where an employee fails to complete and/or fails to obtain a passing grade, the employee shall reimburse to the Employer all costs set out in and paid pursuant to paragraph (b) above through payroll deduction.

## 21.08 CAR ALLOWANCE

- (a) The Employer has a corporate vehicle policy whereby corporate vehicles are to be used for all corporate business.
- (b) Should an employee be authorized in advance to use their vehicle for corporate business, the Employer agrees to pay the corporate rate for mileage allowance.
- (c) Should Council amend the mileage rate during the life of this agreement this amount shall be automatically upgraded.
- (d) An employee shall notify their insurance company should their personal vehicle be used for corporate business.



#### 21.09 TOOL ALLOWANCE

The Employer shall reimburse licensed & apprentice mechanics Six Hundred (\$600) dollars per year for all necessary tools required to perform their duties upon presentation of proof of purchase. Payment to be scheduled for the first pay in December.

The mechanics' tools will be covered under the terms and conditions of the property insurance policy of the Employer.

#### 21.10 EQUIPMENT DESIGNATION

Operators of the equipment as shown hereunder will be paid at the level so indicated:

Level 1	Excavator, Grader, Backhoe, Vohl snow blower and loaders.
Level II	Sweep/Catch basin cleaner, flail mower and MT's, 5 ton truck or above when used in plowing operations.
Truck Driver	Trucks weighing 5 tons or more and includes trucks with sander attachment.

21.11 (a) Leaders shall be paid an additional allowance as set out in Schedule A when in charge of two (2) or more employees whether they be regular, part-time or casual employees.

(b) When night shifts are operational and a Foreman is not on shift a leader will be appointed and shall be paid thirty-nine (39) cents per hour in addition to their regular rate.

#### 21.12 COST OF LIVING ALLOWANCE

If during the term of this Agreement, the cost of living increases to above 12% a cost of living allowance of 1% for each full 1% of the Consumer Price Index beyond the 12% will be paid on all regular hours worked from the first date that the cost of living exceeds the 12% and such C.O.L.A. will be rolled in on the base rate at the termination of this Agreement.

#### 21.13 GYM MEMBERSHIPS

The employer agrees to pay for recreational membership at the Ruben Yli Juuti Centre at the member's request for the member and the member's spouse. Coverage for the member's spouse will end when the member retires.

## ARTICLE 22.00 - JOB DESCRIPTIONS

22.01 The employer shall prepare a new job description whenever a job is created or whenever the duties of a job change. When the duties in any classification are changed significantly, or where the Union feels a member of the bargaining unit is unfairly or incorrectly classified as a result thereof, or when a position not covered in Schedule A is established during the term of the Agreement, the rate of pay shall be subject to a Joint Job Evaluation process. Such joint job evaluation shall be completed within ninety (90) days of any such circumstance. If the parties are unable to agree on the reclassification and/or rate of pay for the job in question, such dispute shall be submitted to grievance at Step 2 and arbitration. Any revisions to the existing job descriptions must be immediately forwarded to the Union.

However, where the parties cannot agree, the Employer reserves the right to implement such a position pending the outcome of any grievance.

## ARTICLE 23.00 - EMPLOYEE BENEFIT PLANS

23.01 The Employer agrees to pay one hundred per cent (100%) of the premiums for the following benefits:

- (a) Group Life Insurance: 2 times annual earnings rounded to the next higher \$1,000 with coverage of \$2,500 for the spouse of an employee and coverage of \$1,000 for each dependent child of an employee.
- (b) Extended Health Care: includes prescription drugs, semi-private hospitalization, visioncare: four hundred (\$400) dollars per twenty-four (24) months plus coverage for one (1) eye exam/24 months and other E.H.C. needs with \$10/20 deductible.
- (c) Dental Plan: Riders 1 & 2 (50% co-insurance) at a one year lag in the ODA Schedule of Fees.
- (d) Early Retirement Benefits: The Employer will pay 100% of the premium cost of (b) and (c) above for an employee voluntarily electing early retirement before age 65, but at the minimum age of 55, subject to the following conditions where the employee is less than 60 years old:
  - i) the employee is eligible for an unreduced pension under the OMERS Pension Plan;

- ii) has been an active employee for at least twenty (20) continuous years with the Employer immediately prior to retirement; and
  - iii) provided they are not eligible to receive their benefits from another employer, spouses employer or plan, or through the Government or Government agencies.
- (e) The Employer agrees to pay survivor benefits (extended health care, dental & prescription drugs) for a period of three months following the death of an employee.

The Employer may substitute another carrier for any of the plans outlines in Article 23 provided that the level of benefits conferred remain the same, at least equivalent to or better than those now in effect. The Employer will advise the Union of any change in carrier or underwriter at least sixty (60) days prior to implementing a change in carrier. Upon request by the Union, the Employer shall provide to the Union full details of the benefit program contracted for when a change in carrier is being proposed.

#### 23.02 SICK LEAVE

The provisions of a Sick Leave Credit Gratuity will apply to all municipal employees covered by this Agreement. Schedule C – Sick Leave – shall be attached and form part of the Collective Agreement.

#### 23.03 PENSION PLAN

All eligible employees shall participate in the Ontario Municipal Employees' Retirement System.

#### 23.04 LONG TERM DISABILITY

The Employer agrees to pay one hundred per cent (100%) of the premium cost for Long Term Disability with a cap of \$3,500 per month.

- (a) When an employee is able to return to work from an extended illness or disability lasting more than 12 months, the employer shall place the employee in a position as close to their former position as possible at the applicable rate of pay and the returning employee shall not displace an employee with more seniority.
- (b) The Employer agrees to pay benefits for employees who go on Long Term Disability up to a maximum of two (2) years.

#### 23.05 CHANGE OF ADDRESS

Every employee shall be responsible for keeping the Personnel Manager informed of changes in their marital status, change of address or number of dependants. The Personnel Manager shall have the right to recover by payroll deduction any cost of benefits paid, as a result of not being properly informed by an employee.

#### 23.06 MEDICAL CERTIFICATES

Where the employee is required to produce a medical certificate showing the employee is fit to return to work after a prolonged illness or injury, the Employer shall be responsible for the payment for such certificate.

### ARTICLE 24.00 – HEALTH AND SAFETY

24.01 All employees of the Employer covered by the Agreement shall be covered by the Occupational Health and Safety Act of Ontario.

- (a) A Joint Health and Safety Committee shall be established consisting of a minimum of three (3) members of the Union and a minimum of three (3) members of the Employer.
- (b) Employee shall have a right to refuse to work or do particular work where an employee has reason to believe as per Section 23 of the Act that a member of the public is likely to be in danger.
- (c) Employees are responsible to report accidents immediately and to complete Employee Accident Reports.

#### 24.02 PROTECTIVE CLOTHING

At the discretion of the Department Head, the following protective clothing shall be supplied when required for Public Works employees:

Rubber boots, rubber coats, rubber gloves, rubber hat and rubber pants.

In addition, those employees in the Plants Department and Municipal Garage will have adequate coveralls supplied by the employer.

In all other instances, protective clothing shall be supplied when deemed necessary by the supervisor or their designate.

All employees required to wear safety boots and/or shoes shall be reimbursed by the Employer a maximum of seventy-five (75) dollars once every two (2) years, payable at the beginning of April in the year purchased, provided proof of purchase of a pair of safety boots or safety shoes is provided by the employees.

## ARTICLE 25.00 - GENERAL

### 25.01 VALIDITY OF AGREEMENT

In the event of any provisions of this Agreement or any of the practices established hereby being contrary to the provisions of any applicable law hereafter enacted, this Agreement shall not be or deemed to be abrogated, but shall be amended so as to make it conform to the requirements of any such law.

### 25.02 CORRESPONDENCE

All correspondence between the parties hereto, arising out of this Agreement or incidental thereto shall pass to and from the Office of the Personnel Department and the Secretary of the Local with a copy to the President. It is recognized that subarticle 6:02, article 9:00 Grievance Procedure and subarticle 20:04 are exempt from the above.

### 25.03 UNION ACTIVITIES

No employee will conduct Union Activities on the Employer premises except as specifically permitted by this Agreement or with the permission of the Department Head.

### 25.04 COPIES OF AGREEMENT

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and their rights and obligations under it. For this reason, the Employer shall have printed sufficient copies of the Agreement within thirty (30) days of signing. The cost of printing will be paid 100% by the Employer, if produced in-house. Costs to produce the Agreement in booklet form will be shared equally by the Union and the Employer.

### 25.05 BULLETIN BOARDS

(a) The Employer shall provide bulletin boards for the exclusive posting of notices of Union meetings, social events, or any reasonable, non-controversial business matters of the Union. Each such notice shall receive prior approval of the Union Executive.

(b) In view of this method of informing employees of the Employer, the Union or its members shall not otherwise post or distribute any kind of literature on the premises of the Employer.

#### 25.06 CONTRACTING OUT

In order to provide job security for the members of the bargaining unit, the Employer agrees that no employee of the Employer shall as a result of contracting out thereby lose employment.

25.07 In view of the orderly procedure established herein for the disposition of employee's complaints and grievances, the Union agrees that there will be no strike or collective action which will stop or interfere with the functioning of the Employer's services during the life of this Agreement.

The Employer agrees that there shall be no lockout during the life of this Agreement.

25.08 No employee shall be required to cross legal picket lines except to perform duties relative to the Employer's operations and the maintenance or service to the equipment within the Employer's jurisdiction and under no circumstances will an employee be required to force a crossing of a picket line.

25.09 The Employer agrees to match OMERS pension contributions for employees receiving WSIB payments, providing the employee makes their contributions, within one year from date of injury.

25.10 The Employer will notify the Union when Global Positioning Systems (GPS) and Automated Vehicle Locations Systems (AVL) are used in the work locations or fleets of vehicles where Local 170 employees regularly work. Uses for video security systems include the protection and safety of employees, members of the public, customers and Corporate assets and property. GPS/AVL systems are to be used to improve customer service and the health and safety of employees.

Information received by either a video surveillance system or GPS/AVL technology shall not be used to intentionally monitor the performance of any member of Local 170.

#### 25.11 AD HOC COMMITTEE – STRIKE/LOCK OUT

The parties agree that in the event that either party is in a strike or lockout position, as the case may be, they will form an ad hoc committee consisting of two (2) members from CUPE Local 170 and two (2) members from the City. The purpose of the ad hoc committee would be to determine how CUPE Local 170 will work with the Employer to ensure that appropriate levels of water and wastewater services at the Water and Wastewater

Treatment Plants are maintained in the event of a work stoppage so that public health is not jeopardized.

**ARTICLE 26.00 - DURATION OF AGREEMENT**

26.01 This Agreement shall become effective on the 1<sup>st</sup> day of January, 2024 and shall remain in effect until the 31<sup>st</sup> day of December, 2027 and shall be automatically renewed thereafter for successive periods of twelve (12) months unless either party requests the negotiation of a new Agreement by giving written notice to the other party not less than sixty (60) calendar days and not more than one hundred and twenty (120) calendar days prior to the 31<sup>st</sup> day of December, 2027 or subsequent years ending on the last day of December.

DATED AT ELLIOT LAKE, ONTARIO THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024.

THE CORPORATION OF THE  
CITY OF ELLIOT LAKE

CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 170

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## SCHEDULE A

### Wage Rates

For the purposes of this Agreement “Base Rate” shall be defined as the employee’s regular rate of pay for the classification in which they are working. The Employer agrees to pay the base rates to the classifications detailed below:

Position	Jan 1/23 1.50%	Jan 1/24 3.00%	Jan 1/25 2.95%	Jan 1/26 2.85%	Jan 1/27 2.60%
<b>BAND 10</b>					
Working Foreman Fleet Maint PW	33.74	34.75	35.78	36.80	37.76
Working Foreperson - Plants operations	33.74	34.75	35.78	36.80	37.76
<b>BAND 9</b>					
Working Foreperson - Airport & Facilities	32.67	33.65	34.64	35.63	36.56
<b>BAND 8</b>					
Mechanic Sr. Lic. (Dual)	31.61	32.56	33.52	34.48	35.38
Working Foreman Maint & Infra Plants	31.61	32.56	33.52	34.48	35.38
Working Foreman Parks	31.61	32.56	33.52	34.48	35.38
<b>BAND 7</b>					
Plants Operator Class 3 (Level II)	30.36	31.27	32.19	33.11	33.97
Aquatic Assistant	30.36	31.27	32.19	33.11	33.97
Licensed Electrician	30.36	31.27	32.19	33.11	33.97
Plants Operator Class 2 (Level III)	30.36	31.27	32.19	33.11	33.97
<b>BAND 6</b>					
Accounting Clerk	29.12	29.99	30.87	31.75	32.58
Deputy Tax Collector	29.12	29.99	30.87	31.75	32.58
Plants Maintenance Mechanic II	29.12	29.99	30.87	31.75	32.58
IT Support Specialist	29.12	29.99	30.87	31.75	32.58
Carpenter	29.12	29.99	30.87	31.75	32.58
Temporary Par Operations Lead	29.12	29.99	30.87	31.75	32.58
Utility I	29.12	29.99	30.87	31.75	32.58
Tax Collection / Acc'ts Receivable Clerk	29.12	29.99	30.87	31.75	32.58
Plants Operator Class 1 (Level IV)	29.12	29.99	30.87	31.75	32.58



Position	Jan 1/23 1.50%	Jan 1/24 3.00%	Jan 1/25 2.95%	Jan 1/26 2.85%	Jan 1/27 2.60%
<b>BAND 5</b>					
Apprentice Mechanic	28.55	29.41	30.28	31.14	31.95
Payroll Clerk	28.55	29.41	30.28	31.14	31.95
Accounts Payable Clerk	28.55	29.41	30.28	31.14	31.95
Heavy Equipment Operator I	28.55	29.41	30.28	31.14	31.95
Secretary I (Engeneering)	28.55	29.41	30.28	31.14	31.95
Cashier / Receptionist - Treasury	28.55	29.41	30.28	31.14	31.95
By - Law Enforcement Officer	28.55	29.41	30.28	31.14	31.95
Grounskeeper	28.55	29.41	30.28	31.14	31.95
Accounts Receivable Clerk	28.55	29.41	30.28	31.14	31.95
<b>BAND 4</b>					
Utility II (Plants)	27.98	28.82	29.67	30.52	31.31
Heavy Equipment Operator II	27.98	28.82	29.67	30.52	31.31
Secretary III (Rec & Culture)	27.98	28.82	29.67	30.52	31.31
Secretary III (Building)	27.98	28.82	29.67	30.52	31.31
Warehouseperson	27.98	28.82	29.67	30.52	31.31
Utility II	27.98	28.82	29.67	30.52	31.31
Cashier / Receptionist - Pool	27.98	28.82	29.67	30.52	31.31
<b>BAND 3</b>					
Caretaker I (Arena/Facilities)	27.31	28.13	28.96	29.79	30.56
Airport Attendant / Labourer	27.31	28.13	28.96	29.79	30.56
Truck Driver	27.31	28.13	28.96	29.79	30.56
<b>BAND 2</b>					
Plants Maintenance Mechanic III	27.61	28.44	29.28	30.11	30.89
<b>BAND 1</b>					
Labourer	26.67	27.47	28.28	29.09	29.85
Plants Operator-in-Training	26.67	27.47	28.28	29.09	29.85
<b>Leader</b>					
Leader	0.39	0.39	0.39	0.39	0.39

Note: Any person whose rate of pay is above that of their pay band shall be subject to the “Red Circle – Alternative Wage Treatment” which would entitle them to receive the greater of a wage increase equal to one half of the General Wage Increase on each effective date or the band rate when reached. Once the band rate is reached, the General Wage Increase shall be as negotiated for all future increases. Once the position is vacated, the successor would be paid based on the band.

When a non-student casual employee is authorized to replace a permanent employee, such employee if “fully qualified”, will be paid at the regular rate for the position. Official authorization of replacement hours shall be left at the sole discretion of the Employer.

## **SCHEDULE B**

### **LETTER OF UNDERSTANDING**

#### **Re: Vacation Bank**

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All employees employed as of June 27, 2016 will be able to maintain the vacation in their bank. Any vacation earned after this date will be subject to Article 19.04. For clarity, employees may add an additional ten (10) days to their vacation bank from one anniversary year to the next up to a maximum of thirty (30) additional days after the date of ratification.

## SCHEDULE C

### Sick Leave

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Sick leave shall be provided in accordance with the following:

1. Definitions:

- a) "Employee" means any member of C.U.P.E. Local 170 who is actively employed by the Corporation and who has completed their probationary period as required under Article 12:03 of the Collective Agreement with C. U.P .E. Local 170;
- b) "Attendance Day" means the attendance of an employee during the hours for which their attendance is required according to the terms of their employment;
- c) "Incidence" means the period of absence due to illness or hospitalization from the last hour worked to the time the employee first returns to work after said absence;
- d) "Sick Leave Certificate" means a certificate made available by the Employer and used by an eligible employee to access the sick leave bank;
- e) "Sick Leave Absence" means absence from regular attendance by reason of sickness, hospitalization or other physical incapacity;
- f) "Sick Leave Bank" means the number of hours provided for each employee to be used for sick leave absence;
- g) "Corporation" means The Corporation of the City of Elliot Lake;
- h) "Registrar" means the Chief Administrative Officer of the Corporation or designate.

2. a) A plan of sick leave is hereby established for every member of C. U.P .E. Local 170 and the conduct and management of the plan shall be vested in a Registrar.
- b) The Registrar shall perform all things necessary or incidental to the administration of the sick leave plan including the power to allow or disallow any sick leave absence for any member of C.U.P E. Local 170; provided, however, that the disallowance by the Registrar of any sick leave absence shall be subject to appeal in accordance with the grievance procedures of the Collective Agreement commencing at Step 4.
- c) The Registrar shall notify the employee in writing whenever an application for sick leave absence is denied.

- d) The Registrar shall keep a register of the sick leave bank in which all sick leave absences for every member of C.U.P.E. Local 170 shall be recorded; the register will show the net sick leave bank of every employee after all their sick leave absences have been recorded and deducted.
3. a) Each employee shall be entitled to on January 1 of each year or if absent due to illness or hospitalization on January 1, on the first day of return to active duty, a bank of hours to be used as continuation of salary in the event of absence due to illness or hospitalization the number of hours as detailed as follows:

<b>Years of Service</b>	<b>Entitlement in Days</b>	<b>Inside Workers Entitlement based on 1950 hours worked per annum</b>	<b>Outside Workers Entitlement based on 2080 hours worked per annum</b>
0 – 1 Year	60 days	450 hours	480 hours
1 – 2 Years	65 days	487.5 hours	520 hours
2 – 3 Years	70 days	525 hours	560 hours
3 – 4 Years	75 days	562.5 hours	600 hours
4 – 5 Years	80 days	600 hours	640 hours
5 Years and each year thereafter	85 days	637.5 hours	680 hours

0-1 year of service to be prorated based on period of employment relative to a full year to a maximum of 60 days.

- b) The sick leave bank shall be non-cumulative in nature and shall be reinstated to the maximum identified in 3(a) each year.
- c) The unused days in the bank at any time does not have any monetary value.
- d) An employee, if absent from work due to illness or hospitalization shall be entitled upon the authorization of the Registrar full wage for the attendance day or days from the first day of absence for the first four (4) incidences in the calendar year and from the third day of absence for the fifth and subsequent absence in the calendar year.
- e) The hours absent from work shall be deducted from the bank based on the hours related to that attendance day(s) and if the absence is for less than a full attendance day the actual hours absent for that day.
- f) Each period of sick leave absence from work shall be considered an incident irrespective of the number of hours of the sick leave absence.

- g) When the City is dealing with the impact of a pandemic as declared by the relevant public health authorities, illnesses related to the ongoing pandemic will not count towards an instance.
- 4.
- a) An employee shall report their illness to their immediate supervisor on the first day they are absent from work and shall report to their supervisor on the day prior to their intended return to work.
  - b) Upon the return to work of an employee, Part 1 of the Sick Leave Certificate must be filed with the Registrar within three (3) days of return to work.
  - c) For any incidence of sick leave absence of three (3) attendance days or more, the Registrar may request a doctor's certificate as evidence of illness in order to receive payment for the days so drawn from the bank
  - d) A Doctor's Report for fitness to Return to Work must be filed with the Registrar, if so requested by the Registrar, within three (3) days of the request.
  - e) Notwithstanding 4(c) the Registrar may request a doctor's certificate at any other time as proof of illness or continuing illness in order to be paid for the days so taken.
  - f) The Registrar may request a Doctor's Report for Fitness to Return to Work for all absences greater than five (5) days and such report shall be provided to the Registrar within three (3) days of such written request.