

# COLLECTIVE AGREEMENT

BETWEEN

COCHRANE POLAR BEAR HABITAT AND HERITAGE VILLAGE  
(Hereinafter called the "Employer")

- AND -

THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL UNION 71-2  
(Hereinafter called the "Union")

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Effective Date:  
January 1<sup>st</sup>, 2023, to December 31<sup>st</sup>, 2026

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## DEFINITIONS:

**Agreement:** refers this collective agreement, letters of understanding and appendices that are freely negotiated by the Employer and the Union. There shall be no other agreement whether individual or a group of individuals made without the approval of the union and the Employer.

**Bargaining Unit:** All employees of the Cochrane Polar Bear Habitat & Heritage Village in the Town of Cochrane, save and except General Manager, Site Supervisor, and those above the rank of General Manager and Site Supervisor.

**Casual Employee:** is a person hired on an as needed basis for a period of not more than a year. Casual employees do not have a predetermined schedule and would be available as required. A casual employee is not entitled to the Lay off and Recall article of this collective agreement. A Casual Employee will not accrue seniority.

**Consultation:** Discuss with, seek advice from, consider the opinion of the other party.

**Contracting out:** The Employer will not contract out any service that is within a Full-Time or Part-Time member's job description that would result in a loss of regular hours of work to a Full-Time or Part-Time employee.

**Cooperative Student and Youth Intern:** are students under a government sponsored program and shall be excluded from the provision of the collective agreement and they are not part of the bargaining unit.

**Designated Representative:** An employee who is named by the principle position holder to represent him.

**Discharge:** is the termination of employment relationship at the instance of the Employer.

**Discipline:** is whenever the Employer deems it necessary to apply as the regulations or conditions that are imposed on employees by management in order to either correct or prevent behaviours that are detrimental, hurtful to the organization. The purpose of employee discipline is not to embarrass or degrade an employee. The purpose is to ensure that an employee performs in a manner that is deemed acceptable by the organization.

**Employer:** The Cochrane Polar Bear Habitat & Heritage Village in the Town of Cochrane.

**Full Time Employee:** is a person who has been hired to work in a full-time position, completed the probationary period and regularly works more than twenty-four (24) hours per week and makes a commitment to be available on a pre-scheduled basis as required.

**in writing:** means any form of written communication including emails.

**Part-time Employee:** is a person who regularly works not more than twenty-four (24) hours, and who has completed the probationary period and who makes a commitment to be available on a prescheduled basis as required.

**Permanent Employee:** is an employee who is a Full Time or Part time employee who has regular scheduled hours of work.

**Position:** All classification found under the pay grid of this collective agreement and any position forming part of the bargaining unit.

**Probationary Employee:** A Full Time or Part time employee who will serve a probationary period up to three (3) months with the Employer in the same bargaining unit. This period may be extended for the same period that the employee is on leave beyond 5 days in the Three (3) months period.

**Schedule day:** is the predetermined hours of work for an employee.

**Seniority:** For full-time and part time employees, seniority is defined as the length of service in the bargaining unit since the last date of hire. For part-time employees, a year's seniority shall be calculated on the basis of 2080 hours paid. Notwithstanding the above, a part-time employee cannot accrue more than one year's seniority in a twelve (12) month period.

**Sick Leave:** Is an approved leave of absence due to illness or because of a condition that incapacitates the employee from doing his duties.

**Sole representation:** The Canadian Union of Public Employees is the sole and exclusive bargaining agent for all employees, whether individually or collectively.

**Suspension:** is an administrative leave that is initiated by the Employer against an employee, this leave may be paid or unpaid. The employer will consult with the union before all unpaid suspensions.

**Temporary Employee:** is an employee who has been hired for a defined period of time with a start and end date or to replace a full time or part time employee who is on an approved leave of absence. A temporary assignment may be extended by mutual understanding of both parties and may be terminated with two weeks notifications by the employer. A temporary employee is not entitled to the Lay off and Recall article of this collective agreement. A Temporary Employee will not accrue seniority.

**Trial Period:** - it is the period of time the employer and the employee have to evaluate the suitability of the successful internal applicant for a posted position in a different classification. This period is usually 90 calendar days. This period may be extended for the same period that the employee is on leave beyond 5 days in the 90 days period.

**Volunteer:** Volunteers and individuals working in a volunteer capacity or in the unpaid assignment are excluded from the provision of this agreement and they are not part of the bargaining unit.

**Wage:** is remuneration in respect of employment. The Pay Grid can be found on page 21 of the collective agreement.

**Working day:** Is Monday to Sunday.

## ARTICLE 1 PREAMBLE

WHEREAS, the Union has the sole right to negotiate and conclude a Collective Agreement on behalf of the employees at Cochrane Polar Bear Habitat pursuant to the Ontario Labour Relations Act; and

WHEREAS, the Parties are mutually desirous of entering into a Collective Agreement, with the intent and purpose to promote a harmonious relationship between the Employees and the Employer, and to set forth in this Collective Agreement rates of pay, hours of work and conditions of employment.

NOW THEREFORE, the Parties hereto mutually agree as follows:

## ARTICLE 2 – SCOPE

- 2.01 The Employer recognises the Canadian Union of Public Employees as the sole and exclusive bargaining agent for all employees of the Cochrane Polar Bear Habitat & Heritage Village in the Town of Cochrane save and except General Manager, Site Supervisor, and those above the rank of General Manager and Site Supervisor.
- 2.02 Persons or employees whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit provided that the act of performing the aforementioned operations, in itself, does not reduce the hours of work or pay for any employee.
- 2.03 The Employer hereby consents and agrees to negotiate with the Union, or any of its authorised committees concerning all matters affecting the relationship between the Parties of the Agreement, looking toward a peaceful and amicable settlement of any differences that may arise between them.
- 2.04 Students shall be included from the provisions of this agreement. It is understood that students will not work overtime where there are available employees to perform such overtime. It is understood that a student or a volunteer will not replace a full-time or part-time employee.
- 2.05 The use of cooperative students and/or youth interns under government sponsored programs, on a limited basis is agreed to by the parties. Such employees shall be excluded from provisions of the Agreement.
- 2.06 Volunteers and individuals working in a volunteer capacity or in the unpaid assignment are excluded from the provision of this agreement and they are not part of the bargaining unit.

## ARTICLE 3 – RECOGNITION

- 3.01 The Employer hereby recognises the Union as the sole and exclusive bargaining agent for all employees covered by Article 2 of this Agreement, with respect to hours of work, wages and working conditions, and all other matters pertaining to this Agreement.
- 3.02 The Union shall be notified of all promotions, demotions, hiring, layoffs, transfers, recalls, resignations, retirements, deaths or other terminations of employment which affect employees within the bargaining unit, within ten (10) working days. The Employer shall forward all

correspondence to the Chief Steward of the Local, at P.O. Box 1778, Cochrane, Ontario POL 1C0 or via email to the Chief Steward of the Local.

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

The Union and the Employer agree to have a gender-neutral collective agreement and to replace every gendered pronoun (he/she) and replace it with a gender-neutral pronoun "they" or gender-neutral language "an employee".

References to maternity leave and references to female employees or mothers will be replaced with the phrase "birthing parent" or "pregnant employee".

## ARTICLE 4 – NO DISCRIMINATION AND/OR HARASSMENT

There shall be no discrimination, restriction or coercion exercised or practiced in respect of any Employee by either Party by reason of age, race, colour, creed, national origin, political or religious belief, gender, sexual orientation, marital status, physical or mental disability nor by reason of membership or non-membership or activity in the Union nor in respect of an Employee's or Employer's exercising any right conferred under this Collective Agreement or the Human Rights Act as amended.

## ARTICLE 5 – MANAGEMENT RIGHTS

- 5.01 The Union agrees that the Employer has and shall retain the exclusive right to manage and direct its operations in all matters, which are not specifically restricted by this Agreement.
- 5.02 The Employer agrees that these functions shall be in conjunction with all conditions and provisions of the Agreement, and further that they will be exercised in a manner consistent with the general purpose and intent of this Agreement and subject to the employee's right to lodge a grievance as set forth herein.

## ARTICLE 6 – NO STRIKES OR LOCKOUTS

- 6.01 In view of the orderly procedure established herein for the disposition of employees' complaints and grievances, the Employer agrees that it will cause or direct no lockouts of its employees for the duration of this Agreement.
- 6.02 The Union agrees that there will be no strikes or picketing, slowdowns or stoppage of work or collective action, which will stop or interfere with the functioning of the Employer's services for the duration of this Agreement.
- 6.03 A strike protocol will be agreed upon by both parties prior to any job action.

## ARTICLE 7 – CHECKOFF OF UNION DUES

- 7.01 The Employer shall deduct from every employee, on every pay period of each month, any dues or assessments levied in accordance with the Union's request.
- 7.02 Deductions shall be forwarded to the National Secretary-Treasurer of the Union, no later than the 10th day of the month following in which the dues were deducted, accompanied by a list of the names of all employees from whose wages the deductions have been made, showing any deletions or additions.
- 7.03 At the time that Income Tax (T-4) slips are prepared by the Employer, the amount of Union dues paid by each Union member in the previous year shall be included.
- 7.04 The Union agrees to indemnify and save harmless the Employer against any claim for liability arising out of or resulting from the operating of this Article.

## ARTICLE 8 – UNION BARGAINING COMMITTEE

- 8.01 A Union Bargaining Committee shall be elected or appointed and consist of not more than two (2) members of the bargaining unit. The Union will advise the Board of the Union members of the Committee. Elected or appointed members of the Bargaining Committee shall not suffer any loss of regular pay for time spent at meetings with the Board during the employee's regular working hours.
- 8.02 In the foregoing provisions time off shall be granted except where operational difficulty will arise. The Union shall provide the Manager with the request for time off. Employees shall provide a minimum of five (5) workdays' notice when requesting time off under article 22; however, consideration may be given in cases where the five (5) workdays' notice is not provided.

## ARTICLE 9 – LABOUR MANAGEMENT COMMITTEE

- 9.01 The Parties agree to participate in the Town Labour Management Committee. The purpose of the Committee is to foster effective and productive communications between the parties and the promotion of constructive and harmonious relationships. An employee representative of the PBH will be a member of this committee.
- 9.02 The union and the management agree to meet at least once every three (3) months to discuss matters related to the workplace, or in urgent circumstances at the call of the parties.
- 9.03 It is understood that the Labour Management Committee is not discuss grievances or individual complaint. Grievances and individual complaints are to follow the appropriate process out lined in other article in this Collective Agreement.

## 9.04 Health and Safety

The Employer and the Union agree to participate in the Occupational Health and Safety Program with the Town of Cochrane.

## ARTICLE 10 – GRIEVANCE PROCEDURE

- 10.01 In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the right of the Union to appoint or elect a reasonable number of Stewards, who shall be employees of the Employer, whose duty shall be to assist any employee which the Stewards represent, in preparing and in presenting their grievance in accordance with the grievance procedure.
- 10.02 The Union shall notify the Employer in writing of the name of each Steward before the Employer shall be required to recognize them.
- 10.03 The stewards so selected shall constitute the Grievance Committee so long as they remain employees or until their successors are chosen.
- 10.04 The Stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while investigating disputes and presenting adjustments as provided in this Article.
- 10.05 Each Steward is employed to perform full time work for the Employer and that they will not leave work during working hours except to perform their duties under this Agreement. A request for such leave shall be made at least two (2) days in advance in order to provide proper notice to the Employer. Therefore, no Steward shall leave their work without obtaining the permission of their supervisor; a decision shall be given within a reasonable time.
- 10.06 The Union Steward shall not suffer any loss of pay for time spent in the performance of their duties involving a grievance.
- 10.07 A grievance shall be defined as any difference arising out of an interpretation, application, administration or alleged violation of this Collective Agreement.
- 10.08 Grievances may be submitted provided that not more than five (5) working days have elapsed since the discovery of the alleged grievance.
- 10.09 Grievances and replies to grievances shall be in writing at all stages. An earnest effort shall be made to settle any grievance promptly and in accordance with this Collective agreement in the following manner.

### Step #1

It is the mutual desire of the parties hereto that complaints should be addressed as quickly as possible, and it is understood that an employee has no grievance until the employee has first given their immediate supervisor the opportunity of addressing the complaint. Such complaint shall be discussed with the immediate supervisor within five (5) working days from the event given rise to

the complaint or from when the employee should have reasonable become aware of the event giving rise to the complaint. Failing settlement within five (5) working days, the matter may be taken up as a grievance within five (5) working days following the supervisor's decision.

### Step #2

If the Union Steward considers the grievance to be justified, the employee(s) concerned, together with the Steward, shall first seek to settle the dispute with the Department Director.

### Step #3

Failing satisfactory settlement within five (5) working days after the dispute was submitted under Step #2, the employee(s) concerned, or the Grievance Committee may submit the grievance to the HR Director or designated representative. The HR Director or a designated representative shall render a decision within seven (7) days after receipt of such notice.

The grievance shall be submitted, in writing, stating the Article claimed to have been violated, the nature of the grievance and the redress sought.

### Step #4

Failing a satisfactory settlement being reached in Step #3, the Employer or the Union may, within a period of fourteen (14) working days from the date of receipt of the reply, refer the dispute to Arbitration.

- 10.10 The employee(s) shall have the right to assistance from a Union Representative at Step #3 and thereafter. Such Representatives shall have access to the Employer's premises in order to investigate and assist in the settlement of a grievance, it is understood that such Representatives shall obtain consent from the Employer prior to having access to the Employer's premises. Request for consent shall be made at least forty-eight (48) hours in advance in order to provide proper notice to the Employer.
- 10.11 If an employee is discharged or laid-off without just cause, they can have their grievance taken up under the Grievance Procedure, starting at Stage 2 if presented in writing within seven (7) days after the date of their discharge or layoff. If it should be settled finally in their favour, they shall be reinstated and paid his wages at their regular rate, retroactive to the time of the discharge or layoff.

## ARTICLE 11- ARBITRATION

- 11.01 When either Party requests that a grievance be submitted to Arbitration, the request shall be made by Registered Mail and addressed to the other Party of the Agreement, indicating the name of its Nominee on an Arbitration Board. Within ten (10) days thereafter the other Party shall answer by Registered Mail indicating the name and address of its nominee to the Arbitration Board. The two Arbitrators shall then select an impartial Chairperson.
- 11.02 Notwithstanding Clause #10.01, if both Parties are agreeable, a Sole Arbitrator may be substituted for a Board of Arbitration. The Jurisdiction of the Arbitrator will conform with this Article. The appointment of a single Arbitrator shall be made by mutual written agreement of the parties. Each

party shall pay one-half (1/2) of the fees and expenses of the arbitrator and any costs of the place of hearing of such arbitration if and when the necessity arises.

- 11.03 If the recipient of the notice fails to appoint an Arbitrator, or if the two (2) nominees fail to agree upon a Chairperson within seven (7) calendar days of the appointment, the appointment shall be made by the Ministry of Labour, upon request of either Party.
- 11.04 The Board may determine its own procedure but shall give full opportunity to all parties to present evidence and make representations to it. It shall hear and determine the difference or allegation and render a decision.
- 11.05 The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the chairperson shall be the decision of the Board. The decision of the Board of Arbitration shall be final and binding and enforceable on all Parties.

In no event shall the Board of Arbitration have the power to change this Agreement or to alter, modify or amend any of its provisions. However, the Board shall have the power to dispose of any discharge, suspension, or discipline grievance by an arrangement which in its opinion, it deems just and equitable.

11.06 Each Party shall pay:

11.06.1 The fees and expenses of the Nominee it appoints.

11.06.2 One-half (1/2) the fees and expenses of the Chairperson.

- 11.07 The time limits in both the Grievance and Arbitration Procedure may be extended by consent of the Parties to this Agreement.
- 11.08 At 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 the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.
- 11.09 An employee(s) requested by the Union to attend at Arbitration Hearings shall be granted necessary leave of absence with pay for the purpose of attending at the Hearing, the employee (s) must submit a request for Leave of Absence to the Employer no less than five (5) working days in advance to provide proper notice to the Employer.

11.10 Mediation

Upon mutual consent, the Parties may agree to discuss the use of mediation services to help resolve any outstanding grievances. The Parties will mutually agree to the selection of the mediator and equally share all costs.

## ARTICLE 12 - DISCHARGE, SUSPENSION AND DISCIPLINE

- 12.01 No employee who has completed the probationary period shall be discharged, suspended or disciplined without just cause. Such employee and the Union shall be notified in writing, by the supervisor of the reasons for such action.

- 12.02 Discipline shall be applied, and disciplinary measures shall be appropriate to their cause and subject to the principle of progressive discipline as per the practice and procedures of the employer.
- 12.03 All disciplinary letters and supporting documents will be placed in the employee's file in accordance with the Human Resources File and under Article 13.
- 12.04 When disciplinary measure is taken against an Employee, that Employee and the Union shall be informed in writing as to the reason(s) for such action. The Employee and the Union shall be provided with a copy of all written reprimands or written notices of other disciplinary action or correspondence pertaining to the conduct or performance of the Employee.
- 12.05 The supervisor shall notify the employee and the Union in writing and schedule a meeting to be held within five (5) working days. The Notice of Meeting shall include a statement of the misconduct or the behaviour which form the basis of the discipline, as well as the time, place, and date of the meeting.
- If the Steward is not available, an alternative date for the meeting will be decided and/or another Union Representative could be present instead of the Steward.
- 12.06 It is agreed that the employee who is subjected to disciplinary measure has the right to be accompanied by a union representative.
- 12.07 The employer and the union agree, when an employee is exercising their right for not having a union representative at a disciplinary meeting this does not negate, or void any disciplinary action taken by the management.
- 12.08 Confidentiality: The Employer, Employee and the Union agree that all correspondence and meetings relating to discipline shall be kept strictly confidential between the parties directly involved and in accordance with applicable legislations.

## ARTICLE 13 – HUMAN RESOURCES PERSONAL FILE

- 13.01 If an Employee has been subjected to disciplinary action, after Eighteen (18) months of continuous service from the date that the disciplinary action was invoked, the Employee's Human Resource file shall be purged of any record of the disciplinary action providing:
- The Employee's file does not contain any further record of disciplinary action during that Eighteen (18) month period; and provided that the incident did not involve sexual harassment.
- 13.02 The Employee shall be provided with a copy of all documents that pertain to disciplinary action or performance of the Employee at the time they are placed on his Human Resource file.
- 13.03 Access to an Employee's Human Resource File shall be provided to the Employee or his authorized representative, upon request. He may request a representative of the Union to be present at the time of such access.

- 13.04 When an Employee has grieved a disciplinary action, the Employee's Human Resource file shall be amended to reflect the results of the grievance. Should the disciplinary measure or the penalty be reduced, the Human Resources File shall be amended to reflect the same.
- 13.05 Where the grievor appeals the disciplinary action to Arbitration, the award of that tribunal shall be final and binding, and the Employee's Human Resource file shall be amended to reflect the arbitrator decision.

## ARTICLE 14 - SENIORITY

- 14.01 For full-time employees, seniority is defined as the length of service in the bargaining unit since the last date of hire. For part-time employees, a year's seniority shall be calculated on the basis of 2080 hours paid. Notwithstanding the above, a part-time employee cannot accrue more than one year's seniority in a twelve (12) month period.

Seniority shall be used in determining preference or priority for promotions, transfers, schedules, call-ins, demotions, layoffs, and recall, provided that the more senior employee meet the qualifications requirements of the job. Seniority shall operate on a bargaining-unit-wide basis.

- 14.02 The Employer shall maintain a seniority list showing the current classification and the date upon which each employee's service commenced. Where two or more employees, have the same seniority, their names will be drawn from a hat by the Union Steward. The first name drawn shall be identified as the most senior employee and so on until the names of all persons have been drawn.
- 14.03 An up-to-date seniority list shall be sent to the Union and a copy posted twice yearly, **end of March and September** on the bulletin board.
- 14.04 Protests regarding seniority standing shall be submitted to the Director of Human Resources within thirty (30) calendar days of the date of posting. Where proof of error is presented by an employee or the Union Steward such error will be corrected and, when so corrected, the agreed upon correction date shall be final. An employee absent from work on an approved leave of absence will be allowed 30 days from their return to work to submit an objection to the seniority list.
- 14.05 Seniority rights shall cease, and employment shall be terminated for any of the following reasons:
- (a) Quits voluntarily or retires;
  - (b) Is dismissed for just cause and not reinstated through the Grievance and/or Arbitration Procedures;
  - (c) Failing to report to work within seven (7) Calendar days of the stated reporting date on the recall notice. Unless extension to the seven days (7) has been granted in writing by the employer. It is understood that it is the responsibility of the employee to keep their contact details updated with the employer. Provided that the Employer notify the employee of a recall opportunity by registered mail, addressed to the employee's last address on record with the Employer
  - (d) Is laid off for a period of twelve (12) consecutive months or more;
  - (e) Is absent without approval for more than 3 days (job abandonment).

## ARTICLE 15 – EMPLOYEE CATEGORIES

15.01 The following definitions will apply with respect to defining the following employee categories:

1. Probationary Employee: A Full-Time or Part-time employee who will serve a probationary period up to three (3) months with the Employer in the same bargaining unit. The probationary period may be extended by a period equivalent to any absence with or without pay.
2. Full-Time Employee: is a person who has been hired to work in a full-time position, completed the probationary period and regularly works more than twenty-four (24) hours per week and makes a commitment to be available on a pre-scheduled basis as required.
3. Casual Employee: is a person hired on an as needed basis for a period of not more than a year. Casual employees do not have a predetermined schedule and would be available as required.
4. Part-time Employee: is a person who regularly works not more than twenty-four (24) hours, and who makes a commitment to be available on a prescheduled basis as required.

15.02 Casual and Part-time employees shall receive annual vacation time in accordance with the Employment Standards Act.

15.03 Casual and Part-time employees shall not work overtime when Full-time employees are available to perform the work.

15.04 The Employer shall not use casual and or part-time employees as a means of not filling full time vacancies.

15.05 Work performed by casual and part-time employees shall not reduce regular hours of work for full-time employees. Provided that full-time Employees are available for work

15.06 Should a casual or part-time employee become a full-time employee his seniority date shall be the original date of hire on a pro-rated basis to 2080 hrs per year and no more than 1-year seniority should be credited for each 12 months.

## ARTICLE 16– JOB POSTING

16.01 New positions created within the bargaining unit and vacancies which the Employer intends to fill shall be posted on the Employer's bulletin board for a period of five (5) working days. If no full-time or part-time qualified candidate applies, the Employer may fill the position(s) by an external applicant. In this Article, vacancies shall mean those vacancies anticipated to extend beyond thirty (30) working days. The Employer shall not be prevented from temporarily filling any position during the initial and/or subsequent posting periods.

Filling of new positions, vacancies as per the above, the Employer shall follow the posting order:

1. Full-Time employees; and no one is qualified, you move to two (2)

2. Part-time employees; and no one is qualified, you move to three (3)
  3. External advertising
- 16.02 a)** The posting shall describe the nature of the position, the knowledge, qualifications, education, and skill required for the position, hours of work, and the wage or salary rate or range and duration of the vacancy.
- b)** An employee wishing to apply for a posted vacancy, or a new position shall make application, in writing, on forms supplied by the Employer for this purpose, during the five (5) working days referred to in Clause 16.01 to this Article.
- 16.03** In all cases of promotions, transfers and newly created positions, the Employer shall consider first the qualifications and suitability of candidates. If two or more qualified and suitable candidates are equal, the senior among them shall be chosen to fill the vacancy or position. **Applicants for the classification of Team Lead will be assessed by the Manager against a range of standards that include leadership aptitude and other attributes needed to succeed in the position. The Manager's decision will be made in good faith.**
- 16.04** Notice of appointments from within the bargaining unit shall be made within four (4) weeks of the posting.
- 16.05 a)** The successful applicant for a posted position shall be placed in the position for a trial period of up to ninety (90) calendar days. If the performance is unsatisfactory by the Employer at any time within the 90 days, or if within 90 days, the employee wishes to return to the former position, during the trial period, the employee shall be reverted to the former classification, department and rate of pay, as will any other employee in the bargaining unit who was promoted or transferred by reason of such placement.
- b)** If an employee is returned to the former classification under the provisions of Clause 16.05 (a), the Employer may fill the position by selecting from among other qualified applicants for the position. If no other qualified applicant is available, the position shall be re-posted in accordance with Clause 16.01.

## ARTICLE 17 – LAYOFF AND RECALL

### This article does not apply to Casual and Temporary employees

- 17.01 a)** Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their seniority, providing they are qualified to do the work. An employee about to be laid off may bump an employee with less seniority, providing the employee exercising the right is qualified to perform the work of the employee with less seniority.
- b)** The Employer shall provide an employee about to be laid off with at least ten (10) working days notice prior to the effective date of the layoff. If the employee is not given the opportunity to work the days as provided in this article, the employee shall be paid at the regular rate for the days for which work was not made available.

## 17.02 Lay-Off Procedure

- a. In the event of lay-off, the employer shall lay-off employees in reverse order of seniority within their classification and bargaining unit, provided the employees remaining are qualified and able to do the work available.
- b. An employee who is subject to lay-off shall have the right to either:
  - i) Accept the lay-off; or
  - ii) Displace an employee who has less seniority in the bargaining unit provided that they are qualified to do the work and
- c. Who has scheduled hours less than or equal to the employee being laid off; and
- d. If the employee originally subject to lay-off is qualified for and able to perform the duties without training other than orientation.
- e. An employee who wishes to exercise his right to displace another employee with less seniority shall advise the Employer within seven (7) calendar days of the date of the notice of lay-off issued by the Employer.

## 17.03 Recall Procedure

The Employer shall notify the employee of a recall opportunity by registered mail, addressed to the employee's last address on record with the Employer. Notification will be copied to the Union. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report to work. An employee shall be provided at least seven (7) calendar days notice from the date of the notice of commencement of employment.

- 17.04** An employee shall remain on the recall list for a period of twelve (12) months. If the employee has not been recalled to regular employment during this period, their employment shall be deemed terminated.
- 17.05** The Employer shall not be responsible for continuing an employee's participation in any employee group benefits plans or pension plan during a period of lay-off

## 17.06 Termination Pay

- a) An employee who has been given notice of lay-off and has subsequently been laid-off for 12 months or more or their employment terminated without cause, shall be entitled to termination pay in accordance with Employment Standards Act.
- b) An employee may elect, at any time during the recall period, to terminate his/her employment and to receive termination pay, in which event the employee's name shall be removed from the recall list and the Employer shall have no further obligation with respect to such employee and the employment relationship would be deemed terminated.

## ARTICLE 18 – RELIEVING IN HIGHER GRADES

**18.01** When an employee temporarily relieves in or performs the principal duties of a higher paying position the employee shall receive the rate for the higher job for the whole period worked in that position. When an employee is temporarily assigned to a lower paying position than their own, the rate shall not be reduced.

## ARTICLE 19 – HOURS OF WORK

The weekly hours of work for full-time employees shall be 40 hours.

**19.01** The normal work week for full-time Guest Services employees and Maintenance Staff shall consist of five (5) eight (8) hour working days, or for Animal Care Staff four 4 ten (10) hour shifts, with half (1/2) hour unpaid for lunch for a total of forty (40) hours per Monday to Sunday, or as mutually agreed. An employee who is asked by their supervisor to remain due to a specific assignment at their station of employment during their ½ hour meal period, shall be paid for such meal period or be granted time off in lieu to be taken at a mutually agreeable time.

### Scheduling (Hours of work)

The hours and days of work of each employee shall be posted on the bulletin board at least two (2) weeks in advance. Each work scheduled will cover 4 weeks.

### Temporary Employees:

“Temporary Employee” means an employee who has been hired to replace a full or part time employee who is on protected leave or employer approved leave.

### Temporary Work

- Employees on layoff shall be given preference for temporary work for which they are qualified, if such work is expected to exceed ten (10) working days.
- An employee who has been recalled to such temporary vacancy shall not be required to accept the recall and may instead remain on layoff.

## ARTICLE 20 – PROVISIONS OF OVERTIME

**20.01** All daily and weekly hours worked in excess of the normal or straight time hours as mentioned above shall be classed as overtime and shall be paid for at the rate of one and one-half (1 ½) times the employee’s standard rate per hour, calculated in units of fifteen (15) minutes.

**20.02** An employee has the option to bank overtime hours at the rate of one and one-half (1 ½) times the employee’s rate of pay to a maximum of eighty (80) hours. The banked time will be used at a time that is mutually agreeable to the employee and their Manager and it is understood that the banked time can be replenished on an ongoing basis.

20.03 All overtime must be pre-approved by the employer or the Manager to qualify for overtime compensation.

## ARTICLE 21 SICK LEAVE

21.01 Sick leave is defined as absence with or without pay from work and performance of regular duties because of an employee's bona fide illness, non-work-related injury, or quarantine through exposure to contagious disease.

21.02 The Employer, the Union and the Employee recognize the value of employees maintaining their overall wellness to ensure that they can attend work on a regular and meaningful basis. Further, the employee is responsible for providing appropriate medical documentation as requested.

21.03 An employee may be required to provide a doctor's certificate, certifying that the employee was unable to carry out the duties due to illness or injury. If there is a cost to the employee for the medical certificate it will be paid for by the Employer.

21.04 If sick leave is extended beyond the waiting period of STD as outlined in the benefit plan, then the employee must apply to STD, no further sick days with pay will be granted by the employer the day they become eligible to apply for STD.

21.05 An Employee who is to be absent for surgery or other similar prearranged medical attention shall provide the Employer with as much advance written notice as possible as to the expected dates of departure from work and return to work associated with such medical attention.

21.06 The confidentiality of health and medical information of employees is recognized by the Employer and the Union. Therefore, the parties who have access to this information shall ensure its confidentiality.

21.07 The Employer and the Union also agree that medical information of an employee shall not be divulged to a third party without the consent of the employee or as otherwise required by law.

21.08 The union and the Town recognize the honourable sick leave provision of this Collective Agreement and both parties are expected to protect the integrity of this program and will not allow any miss use.

21.09 The Employer, Union and Employee are jointly committed and will work together to safely accommodate and reintegrate an employee who has suffered an illness, a disability or a work-related injury or illness accepted by the WSIB in their return to full or modified or restricted work assignments.

21.10 An Employee is not eligible to receive paid sick leave under this Article while in receipt of WSIB.

21.11 Only, permanent Full-Time employees are eligible for paid sick leave.

21.12 When a day designated as a Paid Holiday falls within a period of illness, it shall be counted as a day of illness and under no circumstance shall an employee receive any additional entitlement in respect of that day.

## ARTICLE 22 – LEAVE OF ABSENCE

22.01 A member will suffer no loss of regular earnings or seniority when meeting with the employer or attending events and functions or participating in an employer initiated or approved activities.

22.02 Subject to the approval of the employer, leave of absence without pay may be granted to union members on the following basis:

- (a) Members designated as delegates representing the Union at the Ontario Division and National Convention.
- (b) Members designated to attend union educational seminars, courses and conferences.
- (c) Members of the Union Executive Committee, to attend meetings.

To facilitate the administration of clause 22.02, the Employer will pay the employee's wage and any other benefits cost and invoice the union for the employee's wage, any other benefits cost, and invoice the union for these cost within thirty (30) days and the union shall make payment within thirty (30) days of the date of the invoice.

### 22.03 Bereavement Leave

- a) An employee, not on leave of absence, shall be granted, upon application, bereavement leave up to five (5) paid scheduled days of absence without loss of regular salaries and regular benefits in the case of death of a spouse, son, daughter, birthing parent, father, sister or brother, and up to three (3) paid scheduled days of absence without loss of regular salaries and benefits in the case of death of a birthing parent-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grand-children and grandparents to grieve.
- b) The Employer will grant one (1) paid scheduled day leave with pay without loss or wages or regular salaries to employees in the case of death of an aunt, uncle, niece and nephew to grieve. **Where the employee is required to travel over four hundred (400) kilometers one way, an additional day of leave will be granted.**
- c) In the event of a memorial service or internment which is scheduled at a later date, an employee may save the days identified in 22.03 a) to attend the internment or service, to a maximum of six months after the death.

## ARTICLE 23 – VACATION

23.01 Full-time employees are entitled to take vacation as governed by the ESA, as amended.

23.02 An employee shall not take vacation leave without prior authorization from the Employer.

23.03 Students, part time, casual and temporary employees will be paid vacation pay as per the ESA, as amended.

- 23.04** A full-time employee who has 2 or more years of continuous employment with the employer may request in writing to take extra paid vacation days during the year at the rate of basic pay.
- 23.05** It is understood that these extra paid vacation days are a privilege and not an entitlement and must be pre-approved by the employer.
- 23.06** Basic pay shall not include payments for overtime, shift differential and weekend premium.
- 23.07** It is understood and agreed on that the extra vacation days not to be taken to gain employment whether paid, unpaid or as a volunteer and/or as sick days.
- 23.08** It is understood and agreed that in case of a termination whether for cause or without cause, lay off, resignation that the preapproved extra vacation days will be forfeited and will not be part of any termination pay and or severance pay calculation.

## ARTICLE 24 – UNIFORMS, CLOTHING AND ALLOWANCE

- 24.01** Where, in the opinion of the Employer, safety footwear is required, the Employer shall reimburse employees for the cost of authorized replacement of CSA approved safety footwear once in each calendar year, to a limit of two hundred (\$200) dollars.
- 24.02** Where the Employer determines that uniforms, coveralls, smocks, or other special protective apparel/clothing, should be provided for the public display and image or protection of the employee's personal garments, such items shall be supplied and replaced by the Employer upon approval. The employee must maintain them in clean, good and presentable order and shall not be used outside of work-related activities such as fundraisers unless approved by the employer.
- 24.03** Where the Employer provides tools, uniforms or clothing as outlined above, such tools, uniforms or clothing shall be returned to the Employer upon the termination of employment.
- 24.04** The employee must return the used uniform or clothing when requesting a replacement.

## ARTICLE 25 – PENSION

- 25.01** All full-time employees will participate, participate in the Ontario Municipal Employees Retirement System (OMERS). The Employer and the Employee shall make contributions following the provisions of the plan.
- 25.02** Where an eligible part-time (PT) employee requests enrollment in OMERS, the Employer shall facilitate such enrollment. The Employer and the Employee shall make contributions following the provisions of the plan.

## ARTICLE 26 – BULLETIN BOARDS

- 26.01 The Employer will provide bulletin board space for the use of the Union at locations on the Employer's premises, which are accessible to Employees. Sites of the bulletin boards are to be determined by the Employer in consultation with the Union Steward.
- 26.02 Bulletin board space shall be used for the posting of Union and Local information directed to its members and shall be maintained by the bargaining unit.

## ARTICLE 27 – NO CONTRACTING OUT

The Employer will not contract out any service that is within a full-time or part-time member's job description that would result in a loss of regular hours of work to a full-time or part-time employee.

## ARTICLE 28 – RETROACTIVITY

Increases to the salary schedule shall be retroactive to (date of ratification). Employees who have left the Employer after the expiry of this agreement and prior to a new agreement being ratified must apply in writing to Human Resources request for eligible retroactivity. The Employer will send notices to eligible employees at their last known address and employee will have thirty (30) calendar days from the date notice is sent to claim retroactive payments. The Union shall receive a copy of all notices sent to former employees.

## ARTICLE 29 – TERMS OF AGREEMENT

- 29.01 This Agreement shall be binding and remain in effect from January 1<sup>st</sup>, 2023, to December 31<sup>st</sup>, 2026, and shall continue from year to year thereafter unless either party gives to the other party notice, in writing, during the period of ninety (90) days prior to the 31st day of December 2026 in any year that it desires its termination or amendment.
- 29.02 Any changes deemed necessary in this Agreement may be made by mutual agreement of the parties at any time during the existence of this Agreement.

## ARTICLE 30 – COPIES OF THE AGREEMENT

- 30.01 The Employer will provide employees with a copy of this agreement upon request and a copy will be posted on the bulletin boards.
- 30.02 It is understood that the union will put together the Collective Agreement and the agreed-upon articles in a printable and accessible format.

## ARTICLE 31 – PAYMENT OF WAGES

The wages for eligible employees shall be paid bi-weekly. On each payday, each employee shall be provided with an itemized statement of his/her wages and deductions.

### Wages and Salaries

- All newly hired employee's initial wages must be at Inc 1 unless the combination of experiences and education merits otherwise, the Manager may with supporting documents, start the employees at a higher Inc than Inc 1.
- Part-time employees are eligible for salary increase when completing 2080 hrs., as per the policies and procedures governing annual increases.
- Student salaries are governed by the Town Policies and if applicable, the funding grants terms and conditions.
- Since Temporary and Casual employees do not accumulate seniority, they will not move forward on the salary grid, unless otherwise approved by the Manager.
- The wage increase will be effective upon ratification of both parties.

### SCHEDULE A, SALARY

	2023			2024		
	Year 1	Year 2	Year 3	Year 1	Year 2	Year 3
Animal Care Team Lead	\$ 21.95	\$ 22.84	\$ 23.74	\$ 22.35	\$ 23.27	\$ 24.18
Animal Care Staff	\$ 20.20	\$ 21.09	\$ 21.99	\$ 20.60	\$ 21.52	\$ 22.43
Maintenance Coordinator	\$ 22.44	\$ 22.89	\$ 23.34	\$ 22.89	\$ 23.35	\$ 23.80
Guest Services Team Lead	\$ 18.91	\$ 20.03	\$ 21.15	\$ 19.25	\$ 20.39	\$ 21.54
Guest Services Attendant	\$ 17.16	\$ 18.28	\$ 19.40	\$ 17.50	\$ 18.64	\$ 19.79

	2025			2026		
	Year 1	Year 2	Year 3	Year 1	Year 2	Year 3
Animal Care Team Lead	\$ 22.76	\$ 23.70	\$ 24.63	\$ 23.18	\$ 24.13	\$ 25.09
Animal Care Staff	\$ 21.01	\$ 21.95	\$ 22.88	\$ 21.43	\$ 22.38	\$ 23.34
Maintenance Coordinator	\$ 23.35	\$ 23.81	\$ 24.28	\$ 23.81	\$ 24.29	\$ 24.77
Guest Services Team Lead	\$ 19.60	\$ 20.77	\$ 21.93	\$ 19.96	\$ 21.15	\$ 22.34
Guest Services Attendant	\$ 17.85	\$ 19.02	\$ 20.18	\$ 18.21	\$ 19.40	\$ 20.59

## ARTICLE 32– PAID HOLIDAYS

32.01 The Employer agrees to grant and pay one (1) day's pay for the following holidays for Eligible Employees covered by this Agreement. The calculation of payment and entitlement will be in accordance with the Employment Standards Act, 2000.

New Year's Day	Good Friday	Labour Day
Thanksgiving Day	Boxing Day	
Christmas Day	Canada Day	
Victoria Day	Family Day	

- 32.02 The employees shall not have their wages reduced by the observance of the aforementioned holidays. And if called upon to perform their duties on such Holidays, then said employees should be compensated as outlined in the Employment Standards Act.
- 32.03 Where any of the above-named holidays fall on an employees' regular scheduled day off, a lieu day shall be scheduled in the same period or as mutually agreed.

**ARTICLE 33 BENEFITS**

All permanent full-time employees will be enrolled in the benefit plans. It is understood that enrolment is mandatory for Life Insurance, ASI/AD&D, STD and LTD for all full-time employees. Employees may opt out of the Extended Health and Dental plan after providing proof of insurance under different plan.

Employee must successfully complete their probational period to be eligible to enroll in the benefit plan effective the first working day after successfully completing the probationary period.

The Employer will pay 75% and the employee will pay 25% of the premium for the Group Health benefit package. The employee portion will be deducted from employee's wages. Summary of the benefits shall form Appendix A.

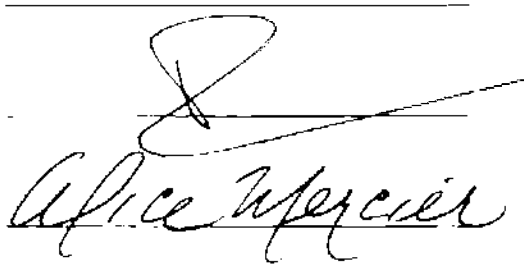
**Master Policy**

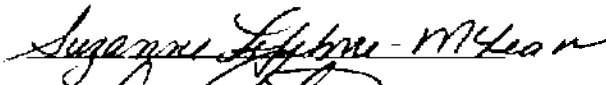
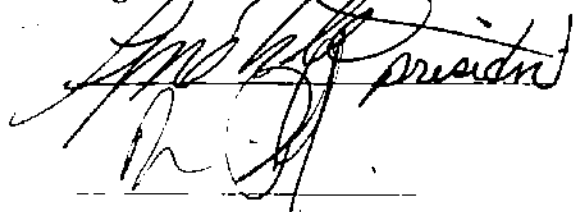

Upon request, the Union shall be provided with a current copy of the Master policy of all insured benefits. It is understood that the Employer may at any time substitute another carrier for any Plan (with the exception of OHIP) provided the benefits conferred thereby are equal or superior. Before making such a substitution, the Employer shall notify the Union to explain the proposed changes. If no agreement is reached, the matter(s) may be dealt with at the next round of negotiations.

Dated this 24 day of March, 2023.

**COCHRANE POLAR BEAR HABITAT AND HERITAGE VILLAGE**

**FOR THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 71-2**

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APPENDIX "A"

**Canadian Polar Bear Habitat**

Preliminary Assessment: Benefit Plan Provisions

Class A - All Eligible Employees

Effective Date:

December 1, 2020



**Benefit Plan Comparison**

Benefits	GroupHEALTH
<b>Group Life Insurance</b>	
Basic Amount	\$25,000
Maximum with medical evidence	\$25,000
Maximum without medical evidence	\$25,000
Living Benefit	Yes - 50% up to \$50,000
Reduction	50% at age 65
Termination Age	70 or earlier retirement
<b>ASI</b>	
Basic Amount/Maximum/Reduction	Same as for Group Life
Maximum without medical evidence	Same as for Group Life
Critical Disease Benefit	10% of principal sum (to a max of \$50,000)
Serious Illness Benefit	10% of principal sum (to a max of \$10,000)
Termination Age	70 or earlier retirement
<b>Short Term Disability</b>	
Benefit Amount	66.67% of weekly earnings
Maximum with medical evidence	\$1,000 per week
Maximum without medical evidence	\$640 per week
Waiting Period	0 days for accident / 7 days for sickness
Tax Status	Non-taxable (100% of premiums employee paid)
Maximum Benefit Duration	16 weeks
Termination Age	70 or earlier retirement
<b>Long Term Disability</b>	
Benefit Amount	66.67% of monthly earnings
Maximum with medical evidence	\$5,000 per month
Maximum without medical evidence	\$2,800 per month
Occupation Definition	24 months own occupation, any occupation thereafter
Waiting Period	112 Days for accident/ hospitalization and 119 Days for sickness
Tax Status	Non-Taxable (100% premiums employee paid)
Benefit Period	To age 65
Termination Age	65 or earlier retirement
<b>Extended Health Care</b>	
Pay Direct Drug Card	Yes
Health Care Deductible	\$0/\$0
Prescription Drugs (Mandatory Generic)	80%
Prescription Drugs Deductible	Nil
Specialty Drug Protection	Yes - FormuCARE (see attached in section 1)

ATTN: E DATE