

COLLECTIVE AGREEMENT

BETWEEN

**THE CORPORATION OF THE TOWN OF
KAPUSKASING**

(hereinafter called the "Employer")

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 369**

(hereinafter called the "Union")

**Effective date:
September 1st, 2022, to August 31st, 2027**

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ARTICLE 1 - PREAMBLE

1.01 WHEREAS it is the desire of both parties to this Agreement:

- (a) To maintain and improve the harmonious relation and settled conditions of employment between the Employer and the Union.
- (b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.
- (c) To encourage efficiency in operation.
- (d) To promote the morale, well-being and security of all the employees in the bargaining unit of the Union.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 Management Rights

The Union recognizes that it is the function of the Employer to exercise the regular and customary function of management and to direct the working forces of the Employer subject to the terms of this Agreement. The question of whether one of these rights is limited by this Agreement may be decided through the grievance procedure.

ARTICLE 3 - RECOGNITION OF BARGAINING UNIT

3.01 Recognition of Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees and its Local 369 as the sole and exclusive collective bargaining agency for all its employees not covered by any other agreement save and except the following:

- Chief Administrative Officer
- Chief Administrative Officer's Secretary
- Deputy Administrator
- Administrative Assistant
- General Manager, Public Works
- General Manager, Protective Services
- Deputy Fire Chief
- General Manager, Community and Corporate Services
- General Manager, Energy and Economic Development
- Clerk
- Clerk-Treasurer
- Deputy Clerk
- Treasurer
- Deputy Treasurer
- Accountant
- Manager of Construction and Special Projects
- Special Projects Co-ordinator

- Public Works Superintendent
- Environmental Manager
- General Foreman
- Foreman (Public Works)
- Surveyor/Project Manager
- Recreation Director
- Assistant Recreation Director
- Parks and Arena Supervisor
- Beautification Coordinator
- Janitorial Contract Services
- Community Development Officer
- Chief Building Official
- Deputy Chief Building Official
- Town Engineer
- Engineering Assistant
- By-Law Officer
- Animal Control Officer
- Parking Meter Attendant
- Health and Safety Coordinator
- Evacuation Coordinator
- Evacuation Assistant Coordinator
- HR Generalist
- Cemetery Supervisor
- Cemetery Labourers
- Crossing Guards
- Tourism and Special Events Coordinator
- Asset Management Coordinator
- Students
- All Pool Employees

and hereby consents and agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between the parties to this Agreement, looking towards a peaceful and amicable settlement of any differences that may arise between them.

3.02 Work of the Bargaining Unit

Persons who are not members of the bargaining unit shall not work on jobs which are included in the bargaining unit, except for:

- (a) the purpose of providing instructions.
- (b) the provision of service for community projects by service clubs, associations, students, and any temporary employees working under federal, provincial, WSIB, Co-op programs or job creation projects. The Department Head will discuss with the Union representatives the details of the program or project prior to proceeding. Should the Union representatives disagree then the Union President and the Chief Administrative Officer will meet and to come to a mutual understanding prior to program or project proceeding.
- (c) the purpose of a special project, assignment or accommodation.

It is mutually understood and agreed that the aforementioned exceptions set out in Items (a) and (b) above, in themselves, do not reduce the regular hours of work or regular pay of any member of the bargaining unit.

3.03 No Other Agreements

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

ARTICLE 4 - NO DISCRIMINATION

4.01 Employer Shall Not Discriminate

The Employer agrees that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, lay-off, recall discipline, discharge or otherwise by reason of grounds for discrimination as amended and protected under the Canadian Human Rights Act, place of residence, nor by reason of his membership or activity in the Union, or any other reason.

ARTICLE 5 - UNION SECURITY

5.01 All Employees to be Members

All employees of the Employer, as a condition of continuing employment shall become and remain members in good standing of the Union, according to the constitution and by-laws of the Union. All future employees of the Employer shall, as a condition of continued employment, become and remain members in good standing in the Union within thirty (30) days of employment with the Employer.

ARTICLE 6 - CHECK-OFF OF UNION DUES

6.01 Check-off

The Employer shall deduct from every employee any monthly dues in accordance with the Union constitution and/or by-laws and owing by him to the Union.

6.02 Deductions

Deductions shall be made from the payroll period at the end of each month and shall be forwarded to the National Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the month following, accompanied by two (2) lists of the names and addresses of all employees from whose wage deductions have been made and will also include the total regular earnings for such period on the basis that the earnings information is for the confidential internal use of the Union only.

6.03 Indemnification

In consideration of this deduction and forwarding service by the Employer, the Union agrees to indemnify and save the Employer harmless against any claim on liability arising out of or resulting from the collection and forwarding of these dues.

ARTICLE 7 - NEW EMPLOYEES

7.01 Employee Interview

A new employee will have the opportunity to meet with a representative of the Union for a period of up to fifteen (15) minutes during the employee's orientation period without loss of regular earnings. The purpose of the meeting will be to acquaint the employee with such representative of the Union and the Agreement.

Such meetings may be arranged collectively or individually for employees by the Employer as part of the orientation program.

7.02 Medical Examinations

All present and future employees shall be medically examined by the Employer's doctor with the Employer arranging for time off work and paying for the time lost and examination. All employees must be certified as medically fit for their work. In the event that the medical opinion from the Town physician differs from the employee's own physician, then the employee shall be examined by a third doctor agreed to by both parties and his decision shall be final and binding on both parties. Any cost that may occur as a result of such examination shall be borne by the Employer.

7.03 Probationary Employees

- a) Newly hired full-time employees shall be considered on a probationary basis for a period of one thousand (1000) hours from the date of hiring. The probationary period may be extended up to a year from the date of hire by mutual agreement.
- b) Temporary employees shall be considered on a probationary basis for a period of two thousand and eighty (2080) hours from the date of hiring.
- c) Part-time employees shall be considered on a probationary basis for a period of five hundred (500) hours from the date of hiring.
- d) During the probationary period, newly hired full-time, temporary and part-time employees shall be entitled to all rights and privileges of this agreement, except with respect to discharge and lay-offs and are not eligible for benefits as per Articles 21, 22, 23, 24, 25 note: this article will apply after 3 months from the date of hire, with the exclusion of article 25.01 (omers), and 29. The employment of such employees may be terminated at any time during the probationary period without recourse to the grievance procedures, unless the Union claims discrimination as noted in Article #4 of this Agreement on the basis of termination. After completion of the probationary period, seniority shall be effective from the original date of employment and calculated on a pro-rated basis, if required, to establish the most recent date of hire.

EMPLOYEE CATEGORIES

7.04 Full-Time Employees

A full-time employee shall be deemed to be an employee who regularly works thirty-five (35) hours per week or more and who has satisfactorily served a probationary period and is working in a full-time position on a continuous pre-scheduled basis for either thirty-five (35) hours or forty (40) hours per week.

7.05 Part-Time Employees

A part-time employee shall be deemed an employee who regularly works not more than twenty-four (24) hours per week, (excluding vacation relief, sick leave relief, maternity leave relief, training purposes) on a pre-scheduled basis.

Part-Time Employees will:

1. Be credited with seniority and placed on a part-time seniority list.
2. Be paid for all paid holidays outlined in Article 19, provided the employee meets the eligibility requirements of the Employment Standards Act.
3. Receive annual vacation in accordance with the Employment Standards Act.
4. Be paid a seven (7) percent premium in lieu of health benefits.

Note: Only upon successful completion of the probationary period can a part-time employee apply to a full-time position. If hired into a full-time position, all hours worked as a part-time employee will be credited as full-time seniority in order to establish the most recent date of hire. Working hours conversion for seniority purposes is either seven (7) hours or eight (8) hours per day.

7.06 Temporary Employees

Are persons hired for period of time to replace an employee or to perform a non-recurring task or special projects.

Temporary Employees will:

1. Be credited with seniority and placed on a temporary employee seniority list.
2. Be paid for all paid holidays outlined in Article 19, provided the employee meets the eligibility requirements of the Employment Standards Act.
3. Receive annual vacation in accordance with the Employment Standards Act.
4. Temporary employees shall be provided the following health and safety benefits: Bereavement Leave (22.03), Safety Footwear (23.03), Prescription Safety Optical Wear (23.04), Pension (25.01), Hospital and Medical Insurance (25.02), Group Life Insurance (25.03), and Extended Health Coverage (25.04).

Note: Only upon successful completion of the probationary period can a temporary employee apply to a full-time position. If hired into a full-time position, all hours worked as a temporary employee will be credited as full-time seniority in order to establish the most recent date of hire.

ARTICLE 8 - CORRESPONDENCE

8.01 Correspondence

All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Chief Administrative Officer and the Secretary of the Union, with a copy to the Union's Staff Representative.

ARTICLE 9 - LABOUR MANAGEMENT COMMITTEE

9.01 Establishment of Committee

A Labour Management Committee shall be established consisting of representatives of the Union and representatives of the Employer. The Committee shall enjoy the full support of both parties to this agreement in the interests of maximum service to the public.

9.02 Meetings of Committee

The Committee shall meet as required at a mutually agreeable time and place. Its members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent with this Committee.

9.03 Union Management Committee

The Committee shall be appointed and consist of not more than three (3) members of the Employer, as appointees of the Employer, and not more than three (3) members of the Union as appointees of the Union. The Union will advise the Employer in writing of the Union nominees to the Committee.

Function of Committee

The Committee shall concern itself with the following general matters:

- 1) Considering constructive criticisms of all activities so that better relations shall exist between the Employer and the employees.
- 2) Improving and extending services to the public.
- 3) Reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service).
- 4) Correcting conditions causing grievances and misunderstandings.

Chairperson of the Meeting

An Employer and a Union Representative shall be designated as joint chairpersons. The representative of the party requesting the meeting shall preside over the meeting.

Minutes of Meeting

Minutes of each meeting of the Committee shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting. The Union, and the Employer shall each receive one (1) signed copy of the minutes within two (2) weeks following the meeting and a signed copy of the minutes shall be posted on the union bulletin board in the workplace.

Jurisdiction of Committee

The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Agreement.

The Committee shall not supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

ARTICLE 10 - NEGOTIATIONS

10.01 Negotiation Meetings

Meetings between the parties for purposes of negotiations shall be held at a time and place fixed by mutual agreement.

10.02 Time Off for Negotiation Meetings

Up to five (5) representatives of the Union on the Bargaining Committee, who are in the employ of the Employer, shall have the right to time off during working hours at fifty percent (50%) pay, upon prior notice to the Employer, for purposes of discussing negotiation matters or for carrying out negotiations with the Employer.

10.03 Representative of CUPE

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representatives shall have access to the Employer's premises in order to investigate and assist in the settlement of a grievance upon first advising the Employer of their presence on the premises.

10.04 Technical Information

The Chief Administrative Officer in response to a written request from the President or the Secretary of the Union shall make available in writing, information concerning the following items: Position in the bargaining unit, a job classification, wage and salary rate, pension and welfare plans, applicable to those positions and transfers in and out of the bargaining unit.

ARTICLE 11 - GRIEVANCE PROCEDURE

11.01 Election of Stewards

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 select Stewards, whose duties shall be to assist any employee which the Steward represents, in preparing and in presenting his grievance in accordance with the Grievance Procedure.

11.02 Names of Stewards

The Union shall notify the Employer in writing of the names of four (4) Stewards and one (1) Chief Steward before the Employer shall be required to recognize them.

11.03 Grievance Committee

The Stewards or Executive Members so selected shall constitute the Grievance Committee as long as they remain employees or until their successors are chosen.

11.04 Permission to Leave Work

The Employer agrees that Stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while investigating disputes and presenting adjustments as provided in this Article. The Union understands and agrees that each Steward is employed to perform full time work for the Employer and that he will not leave his work during working hours except to perform his duties under this Agreement. Therefore, no Steward shall leave his work without obtaining the permission of his supervisor.

11.05 Definition of Grievance

A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the Agreement, or any dispute between the Employer and any employee(s) of the Union, and the same must be filed within fifteen (15) days of the occurrence. Any dispute between the Employer and any individual employee must be signed by such employee.

11.06 Settling of Grievance

An earnest effort shall be made to settle any grievance fairly and promptly in the following manner:

Step 1: The aggrieved employee(s) shall submit the signed grievance to his Union Steward.

Step 2: If the Union Steward considers the grievance to be justified, the employee concerned together with his Steward, shall first seek to settle the dispute with the employee's Department Head. A written decision, by the Department Head, must be rendered within five (5) working days.

Step 3: Failing settlement being reached in Step 2, the employee(s) concerned together with the Grievance Committee shall submit the matter to the Chief Administrative Officer who shall render his decision within five (5) working days after the grievance meeting. A meeting may be scheduled by either party if required.

Step 4: Failing settlement being reached in Step 3, the employee(s) concerned together with the Grievance Committee shall submit the matter to Town Council at the next regular Closed Session meeting and Council shall render its decision within five (5) working days after the grievance meeting.

Step 5: Failing a satisfactory settlement being reached in Step 4, the Union may, on giving five (5) days notice in writing to the Employer of his intention, refer the dispute to arbitration.

NOTE: All grievance replies shall be in writing.

11.07 Policy Grievance

When a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, the Union Committee may present the problem to the Chief Administrative Officer with the Department Head concerned present. Following failure to reach an agreement, the Grievance Procedure shall commence at Step 3 of the Grievance Procedure.

11.08 Group Grievance

When two (2) or more employees have a common grievance, one (1) employee may be selected to present the grievance on behalf of the group named therein. Such a grievance shall commence at Step 3 of the Grievance Procedure.

ARTICLE 12 - ARBITRATION

12.01 Composition of Board of Arbitration

When either Party requests that a grievance be submitted to arbitration, the request shall be made by registered mail addressed to the other Party of the Agreement, indicating the name of its nominee on an arbitration board. Within five (5) days thereafter the other Party shall answer by registered mail indicating the name and address of its nominee to the Arbitration Board. The two (2) arbitrators shall then meet to select an impartial chairman.

12.02 Failure to Appoint

If the recipient of the notice fails to appoint an arbitrator or if the two (2) appointees fail to agree upon a chairman within ten (10) days of appointment, the appointment shall be made by the Minister of Labour for Ontario upon the request of either Party. Provisions may also be made for a single arbitrator from a list agreed upon by the parties in advance.

12.03 Board Procedure

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 within ten (10) days, when possible, from the hearing date.

12.04 Decisions of the Board

The decision of the majority shall be the decision of the Board. When there is no majority decision, the decision of the Chairman shall be the decision of the Board.

The decision of the Board of Arbitration shall be final and binding and enforceable on all parties, but 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 or a discipline grievance by any arrangement which in its opinion it deems just and equitable.

12.05 Disagreement on Decision

Should the parties disagree as to the interpretation of the decision, either Party may apply to the Chairman of the Board of Arbitration to clarify the decision, which it shall do within thirty (30) days.

12.06 Expenses of the Board

Each Party shall pay:

- (a) The fees and expenses of their respective nominees.
- (b) One half (1/2) the fees and expenses of the Chairman.

12.07 Amending of Time Limits

The time limits fixed in both the grievance and arbitration procedure may be extended by consent of the parties to this Agreement.

12.08 Witnesses

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

ARTICLE 13 - DISCHARGE, SUSPENSION AND DISCIPLINE

13.01 Warnings

Whenever the Employer deems it necessary to censure an employee in a manner indicating that dismissal may follow any repetition of the act complained of or omission referred to, or may follow if such employee fails to bring his work up to a required standard by a given date, the Employer shall within five (5) days thereafter give written particulars of such censure to the Secretary of the Union, with a copy to the employee involved.

All warnings shall be given in the presence of the Shop Steward or in the absence of the Steward, an executive member. All refusals of union representation shall be made in writing and communicated to the Union.

13.02 Discharge Procedure

Any employee who has completed his probationary period may be dismissed but only for just cause and only upon the authority of the Employer. When an employee is discharged or suspended, he shall be given the reason in the presence of his Steward. Such employee and the Union shall be advised promptly in writing by the Employer of the reason for such discharge or suspension.

13.03 May Omit Grievance Steps

An employee considered by the Union to be wrongly or unjustly discharged or suspended shall be entitled to a hearing under Article 11.06, Grievance Procedure and Steps 1 and 2 of the Grievance Procedure shall be omitted in such cases.

13.04 Unjust Suspension or Discharge

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

13.05 Crossing of Picket Lines During Strike

An employee covered by this Agreement shall have the right to refuse to cross a picket line where a strike or lockout is in effect and a member of this Union shall not be considered in violation of this Agreement, nor shall it be grounds for disciplinary action, other than loss of wages for the period involved.

13.06 Standard Administrative Instructions

It is hereby mutually agreed that the Standard Administrative Instructions attached hereto shall be in force for all employees covered by this Agreement as follows:

- (a) Outside Employees Articles 1 to 15 inclusive.
- (b) Inside Employees Articles 1-2-3-4 only.

ARTICLE 14 - PROMOTIONS, DEMOTIONS, DISCHARGES, LAY-OFFS AND SENIORITY

14.00 The Employer agrees to notify the Union in advance of any intent to promote, demote, lay-off or transfer any employee as more particularly described in paragraphs 14.01, 14.02 and 14.03 of this Article.

14.01 Promotions, Demotions, Discharges, Lay-Offs & Seniority

Seniority shall govern all promotions, transfers, demotions and lay-offs within the bargaining unit provided the employee with the longest service within the bargaining group is qualified to meet the job requirements and undergoes an aptitude test as established by mutual agreement by the Union and the Employer. Seniority shall be defined as the original date of employment, unless interrupted pursuant to Article 14.03

14.02 Lay-offs

Should circumstances require a reduction in a Department, probationary employees shall be laid off first, then starting with those of the least seniority.

- (a) In all cases of lay-off of employees, the Employer agrees to review with the Union prior to any action, the reason for lay-off and the employees involved, but in all cases of lay-off, seniority shall govern followed by ability and skill, and where such employee or employees have been laid off, the Employer agrees to give him or them preference in re-employment, when a job vacancy occurs. If the Union is not satisfied with the Employer's decision, grievance procedures shall be followed.
- (b) Employees shall be recalled in the order of their seniority, providing they are qualified to do the work.
- (c) No employees will be hired until those laid off from the same position have been given an opportunity to re-employment.

- (d) The Employer shall notify the employees who are to be laid off five (5) working days before the lay-off is to be effective. If the employee laid off has not had the opportunity to work five (5) full days after the notice of lay-off, he shall be paid in lieu of work for that part of five (5) days during which work was not made available. If an employee is retained for a period longer than that stipulated in the lay-off notice, it shall be for a period of at least five (5) working days.
- (e) Grievances concerning lay-offs due to a reduction in the working force shall be initiated in Step 3 of the Grievance Procedures.

14.03 Loss of Seniority

An employee shall not lose seniority rights if he is absent from work because of sickness, accident, lay-offs, or leave of absence approved by the Employer.

An employee shall lose his seniority and his employment shall be deemed to be terminated and shall lose all recall rights in the event:

- (a) He is discharged for just cause and is not reinstated.
- (b) He resigns.
- (c) He fails to notify the Employer of his intent to return to work within fourteen (14) calendar days following the receipt of a notice of recall by registered mail to do so. The employee shall have thirty (30) calendar days to return to work after the date he notified the Employer of his intent to return to work. An employee shall not lose his recall rights if he is unable to notify or report as mentioned above, because of sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of his current address.
- (d) He is laid off for a period longer than one (1) year.
- (e) When his LTD benefits terminate.

14.04 Transfers and Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside this bargaining unit without the Union and the employee(s) consent. If any employee is transferred to a position outside the bargaining unit, he shall retain his seniority for the specified trial period agreed upon prior to the transfer. If such an employee returns to the bargaining unit within the specified trial period, he shall be placed in a job consistent with his seniority.

14.05 Retention of Seniority Rights

Should the Employer merge, amalgamate or combine any of its operations or functions with another employer, the Employer agrees to the retention of seniority rights for all employees with the next employer.

14.06 Temporary Appointments

Employees refusing temporary appointments of thirty (30) days or less shall lose all rights for the same temporary appointment for a period of six (6) months.

The Employer shall confirm any refusal by letter to the Union and the employee concerned within three (3) days of the occurrence.

14.07 Seniority List

The Employer shall post seniority lists on the bulletin boards. These lists shall be corrected and brought up to date every six (6) months if requested by the Union and a copy of such a list shall be supplied to the Union.

14.08 Resignation Notice

An employee shall give his supervisor ten (10) working days notice in writing of his intention to resign from employment with the Employer.

ARTICLE 15 - PROMOTION AND STAFF CHANGES

15.01 Job Postings

- (a) When a vacancy occurs which the employer intends to fill or a new position is created within the bargaining unit, the employer will advise the Union of its intentions. The employer shall post a notice in the Employer's offices, locker rooms, shops and all bulletin boards, for seven (7) working days as follows:

Information in Postings

The job posting notice shall contain the following information: nature of the position, qualifications, shift, wage or salary rate or range.

No Outside Advertising

No outside advertising for additional employees shall be made until present employees have had a full opportunity to apply as provided in Article 15.01.

Methods of Making Appointment

Upon creation of all new jobs, the Employer and the Union shall agree on rates of pay, working conditions, etc., prior to posting.

In making staff changes, transfers, or promotions, appointment shall be made in accordance with 14.01.

In the event that an employee or employees are not qualified to fill the job that is open or a new job which is created, the Employer may employ anyone it so desires who is qualified for the position.

The Employer also reserves the right to hire employees on a temporary basis to take care of emergencies. Copies of all job-posting notices will be forwarded to the Secretary of the Union. Appointments from within the bargaining unit shall be made within thirty (30) days of posting.

- (b) The Employer shall, within five (5) working days of closing of posting, post the name of the successful applicant for any full-time job. If testing occurs than the posting will occur five (5) working days after the testing results are obtained. The Employer shall at the least advise within four (4) weeks. If there is no applicant or no successful applicant, this fact shall be posted in like manner.
- (c) All employees on holidays or on leave shall be forwarded a copy of the posting notice at their known addresses and shall be eligible to apply for all postings.
- (d) Employees in the following positions requiring specialized training will hold their postings for a minimum of three (3) years beyond probation or completion of training period.
 - ~ repairman – sewer and watermain
 - mechanics and apprentice mechanic
 - water treatment plant operators
 - electricians and apprentice electrician
 - recreation handyman/Lead Hand
 - building inspectors
 - sewage treatment plant operator

15.02 Trial Period

The successful applicant shall be placed on trial for ninety (90) working days. In certain circumstances either the employer or the employee may want to extend the trial period. The trial period may be extended by the union and the employer for a mutually agreed upon period. Conditional on satisfactory service, such trial promotion shall become permanent after said specified period. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period or if the employee finds himself unable to perform the duties of the new job classification, he shall be returned to his former position without loss of seniority and wage or salary. Employee cannot resign their permanent job posting after the trial period to return to his former position. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to his former position without loss of seniority and wage or salary.

15.03 Union Notification

The Union shall be notified in writing of all appointments, hirings, lay-offs, transfers, recalls general leave and terminations of employment.

15.04 Disabled Employees' Preference

In the case of an employee who has been incapacitated at his work by injury or compensable disease, or who through advancing years or temporary disablement, is unable to perform his regular duties, the Employer will endeavour to provide work which the employee can do.

15.05 Notice - Resignation of Trial Position

No employee shall resign a position to which he has been promoted on a trial basis without first giving his supervisor ten (10) days' notice in writing of his intention to do so.

ARTICLE 16 - HOURS OF WORK

16.01 Hours of Work

The regular hours of work for all employees shall be thirty-five (35) hours per week consisting of five (5) seven (7) hour days from Monday to Friday inclusive or forty (40) hours per week consisting of five (5) eight (8) hour shifts from Monday to Friday. All employees may be scheduled between the hours of 6:00 a.m. to 5:00 p.m. Reasonable notice will be provided by the employer in the event of alteration of hours of work.

(a) Office Employees (35 hours)

The normal hours of work for office employees shall be from 8:00 a.m. to 3:00 p.m. with a 30-minute break for lunch.

(b) Hourly Paid Employees (40 Hours)

The normal hours of work for hourly employees shall be from 7:00 a.m. to 3:00 p.m. with a 30-minute break for lunch.

Reasonable notice will be provided by the employer in the event of alteration of hours or work, any alteration shall be mutually agreed upon by the employer and employee.

- (c) An employee can be changed from 35hrs to 40hrs by mutual agreement with the employer and the union's consent. When going from 35hrs to 40hrs, the employee's overtime would start after 8hrs/day.

NOTE: Only the hours worked beyond the regular seven (7) or eight (8) hours per day will be deemed to be overtime and paid in accordance with Article 17.

16.02

(a) Arena Parks and Recreation Employees

Arena Parks and Recreation Employees normal workweek shall comprise of a forty (40) hour workweek which will provide an average of two (2) consecutive days off per week. All days off to be consecutive or as mutually agreed upon. Schedule to be posted one (1) month in advance. When required, holiday pay will be topped up to the normal pay for scheduled shift hours. Parks and Recreation Employees may be dispatched to perform other work as necessary when the arena is closed due to no bookings. When laborers work at the arena to supplement the schedule, from March 1st to April 30th, every effort will be made to provide 2 consecutive days off but there may be times when this will not be possible.

(b) Garbage Crews

Garbage crews' normal hours shall be 7:00 a.m. to 3:00 p.m. Monday to Friday.

NOTE: Garbage crews are responsible for all bin maintenance as part of their daily duties and additional garbage pickup as required.

(c) Water Treatment Plant

The normal workweek shall comprise of eighty (80) hours bi-weekly as per the following rotating schedule, based on eight (8) hour shifts over three (3) weeks.

First (1st) Week: Monday to Saturday (6 shifts)

Second (2nd) Week: Monday to Thursday (4 shifts)

Third (3rd) week: Monday to Friday (5 shifts)

(d) Sanding Operations

For the period of November 1st to April 30th, the normal workweek of employees on sanding operations may be scheduled from 6:00 a.m. to 2:00 p.m.

(e) Winter Snow Plowing Operations

For the period of November 1st to April 30th, the normal workweek of three (3) equipment operators on winter snow plowing operations may be scheduled from 6:00 a.m. to 2:00 p.m.

(f) Summer Sweeping Operations

For the period of April 1st to September 30th, the normal workweek of employees on summer sweeping operations may be scheduled from 6:00 a.m. to 2:00 p.m.

(g) **Wastewater Treatment Plant**

Employees not on call will work five (5) days, eight (8) hours a day Monday to Friday inclusive. On call employee will work five (5) days, eight (8) hours a day Monday to Friday inclusive and will come in both Saturday and Sunday for two (2) hours, which time will be either banked or paid at straight time.

This clause will not diminish the benefits contained in clause 29.03(b)

16.03 Hours for Shift Workers

One-half (1/2) hour mealtime shall be included as part of the regularly scheduled work period for employees on evening and night shifts.

ARTICLE 17 - OVERTIME

17.01 Overtime Defined

- (a) All time worked beyond the normal workday and the normal workweek excepting a holiday, shall be considered as overtime.

Overtime rates at the regular hourly rate for that position shall apply for work as follows:

1. On a regular workday - time and one-half (1½) for all overtime hours.
2. On a regular scheduled day off - time and one-half (1½) for all hours worked.
3. On a holiday or during scheduled vacation, employees shall be paid at time and one-half (1½) in addition to the regular pay for work done during the first four (4) hours and double time in addition to the regular pay for the work done beyond four (4) hours.

- (b) Employees may at their option choose to receive either overtime pay for work performed or compensating time off in lieu of overtime worked, with the following criteria:

1. Return time will be on a time and one-half (1½) basis.
2. Return time can be accumulated to a maximum of five hundred (500) hours and no payments from the Overtime Bank will be allowed, only compensating time off.
3. Return time can be taken at a combined maximum of two (2) weeks at any one time but lesser amounts can be taken. Return time can be taken or used for any sick time the employee may be off subject to return time offset limited to a maximum of two (2) days at any time and supervisor approval.
4. Return time must be scheduled with the approval of the Supervisor. Annual Vacation and Floating Holidays must be taken prior to any return time.
5. Return time can be added to vacation time to a combined maximum of two (2) weeks and taken as extended vacation.

(d) **Parks and Recreation Employees**

Those Recreation employees who are scheduled to work on Sunday at the Sports Palace as part of their regular weekly shift arrangement shall receive time and one-half (1 ½) for all hours worked on such Sunday.

(e) **Garbage Collection on Statutory Holiday**

The Union and the Employer acknowledge and agree that notwithstanding Article 17.01 (a) 3, employees working on garbage collection on a statutory holiday will be paid for the statutory holiday and in addition will receive overtime pay for a minimum of eight (8) hours at time and one-half (1½).

(f) **Garbage Collection on Weekend**

The Union and the Employer acknowledge and agree that employees working on garbage collection on a weekend will be paid overtime pay for a minimum of eight (8) hours at time and one-half (1½) as per Article 17.01 (a) 2.

17.02 No Lay-Off to Compensate for Overtime

Employees shall not be required to lay-off during regular hours to equalize any overtime worked.

17.03 Sharing of Overtime

Overtime and call back time shall be divided equally amongst classifications, where possible, by those employees who are willing and qualified to perform the work that is available. An employee who refuses or is not available for overtime or call-out shall be deemed to have worked the overtime or call-out time and will be placed at the bottom of the list for rotation of overtime and call-back time.

The supervisor shall use the call boards as his guide in contacting employees for overtime or callouts and he shall record thereon any unsuccessful attempt to contact an employee. When attempting to contact an employee by telephone, or where it is necessary to transmit the message through a third party, the supervisor shall identify himself and the fact that he is calling on behalf of the Employer, as well as indicating the purpose of his call. Upon request to his supervisor, an employee or his steward may examine the record of his immediate supervisor pertaining to overtime distribution within that Department.

17.04 Callouts

Hourly paid employees shall receive a minimum of three (3) hours' pay when called out on emergency work outside of regular working hours. In any event, employees shall not receive less than the payment set out in Article 17.01 for all emergency work covered in this clause.

Any work performed on Sundays or holidays, no matter when scheduled, shall be paid for a minimum of five (5) hours. Hourly paid employees reporting for scheduled overtime and the work not taking place shall be paid for a period of two (2) hours for reporting, on a straight time basis.

This article is not applicable to on-call Public Works Sub-Foreman on standby time.

17.05 Overtime Meal Allowance

Employees required to work more than one and one-half (1½) hours of unscheduled overtime shall be granted one-half (½) hour time off without loss of pay for meal purposes.

ARTICLE 18 - SHIFT WORK

18.01 Shift Differential – Parks and Recreation Employees

Twenty-four (24) cents differential per hour for any shift hours worked between 4:00 p.m. and midnight; and twenty-nine (29) cents differential per hour for any shift hours worked between midnight and 7:00 a.m.

ARTICLE 19 - HOLIDAYS

19.01 List of Holidays (Schedule (B) – 35 Hour Employees)

The Employer recognizes the following as paid holidays for the aforementioned employees:

NEW YEAR'S DAY
FAMILY DAY
GOOD FRIDAY
VICTORIA DAY
CANADA DAY
CIVIC HOLIDAY
LABOUR DAY
THANKSGIVING DAY
CHRISTMAS DAY
BOXING DAY

Three and a half (3.5) hours on NEW YEAR'S EVE DAY
Three and a half (3.5) hours on CHRISTMAS EVE DAY
Two (2) days off with pay as a floating holiday (FH).

In the case of part-time or temporary employees, payment for the aforementioned holidays shall be based on the provisions of the Employment Standards Act.

19.02 List of Holidays (Schedule (A) – 40 Hour Employees)

The Employer recognizes the following as paid holidays for Outside Employees:

NEW YEAR'S DAY
CANADA DAY
CIVIC HOLIDAY
LABOUR DAY
THANKSGIVING DAY (starting 2024)
CHRISTMAS DAY
BOXING DAY
FAMILY DAY

plus five (5) floating holidays with pay on the understanding that all floating holidays must be scheduled prior to November 1st.

In the case of part-time or temporary employees, payment for the aforementioned holidays shall be based on the provisions of the Employment Standards Act.

19.03 Additional Holidays

If a paid holiday falls on a Saturday, the employee will have the previous Friday off and if a paid holiday falls on a Sunday will have the following Monday off.

19.04 Holiday Pay

Full-time employees who are not required to work on the above holidays shall receive holiday pay equal to one (1) normal days' pay.

19.05 Holidays on Day Off

When any of the above noted holidays fall on an employee's scheduled day off, the employee shall receive another day off with pay at a time mutually agreed upon between the employee and the Employer.

19.06 Floating Holidays – SCHEDULE “A” 40 Hour Employees

Schedule “A” employees during their first year of employment shall have floating holidays pro-rated based on time worked.

ARTICLE 20 - VACATIONS

20.01 Length of Vacation

Employees shall receive an annual vacation with pay in accordance with credited service prior to the commencement of the vacation period as follows:

One (1) year or more	three (3) weeks
Eight (8) years or more	four (4) weeks
Fifteen (15) years or more	five (5) weeks
Twenty-three (23) years or more	six (6) weeks

Sixty (60) years old or thirty (30) years of service - one (1) additional week Effective January 1, 2015

20.02 Holidays During Vacation

If a paid holiday falls or is observed during an employee's vacation period, he shall be granted an additional day's vacation time for each holiday, in addition to his regular vacation time.

20.03 Vacation Pay on Termination

An employee terminating his employment at any time in his vacation year before he has had vacation in a given year shall be entitled to a proportionate payment of salary or wages in lieu of such vacation based on his anniversary date of employment.

20.04 Vacation for New Employees

All new full-time employees will be entitled to three (3) weeks' vacation pro-rated based on time worked in the first calendar year.

20.05 Vacation Rotation System

A vacation rotation system shall be implemented commencing with a seniority basis whereby every employee in each grouping of like-type occupations (e.g., operators, mechanics, trades groups, etc.) will have an opportunity on an ascending basis to schedule vacation where available so that over the period of years equal to the number employees in the grouping, every employee will have an equal opportunity to schedule vacation. All employees are required to book seventy five percent (75%) of their vacations prior to April 1st and the balance prior to September 1st.

20.06 Vacation and Floating Holidays while on WSIB

Employees on WSIB benefits for (fifty-two) 52 consecutive weeks will not accumulate vacation and floating holiday credits over the said period.

ARTICLE 21 - WEEKLY INDEMNITY AND LONG-TERM DISABILITY PLANS

21.01 a) Weekly Indemnity Benefits

Weekly Indemnity benefits commence on the third (3rd) working day of illness, accident or confinement to hospital by admittance. No benefits will be paid for the first two (2) working days of absence. An employee who works six (6) hours or less on a scheduled working day and leaves his job because of illness, that day will be counted as the first (1st) day of illness. If he works in excess of six (6) hours, the following day will be counted as the first (1st) day of illness.

(b) **Medical Certificates**

All claims for Weekly Indemnity Benefits must be certified by a health care practitioner. Prior to returning to work after an absence of more than three (3) days, the employee may be requested to submit a certificate from a certified health care practitioner.

(c) Overtime Return, Floating Holidays and/or Vacation may be used in place of absence due to illness provided full days are used and the employee advises his supervisor of such on the day of return to work.

(d) Employees will be permitted to supplement the WI and LTD plans with time from their annual vacation, overtime bank and floater.

21.02 Extent of Weekly Indemnity Benefits

On a bi-weekly basis: seventy percent (70%) of an employee's earnings based on his hourly rate of pay multiplied by regular hours in a pay period.

Note: **Hourly rate** is the straight time rate of the employee's occupation immediately prior to the accident or illness as determined in Article 21.23.

21.03 Eligible for WI Benefits

(a) An employee must return to active full-time work following a disability (accident or illness) for which benefits were paid to again be eligible for benefits.

(b) If an employee returns to active full-time work following a disability for a period of less than two (2) weeks and is again disabled for the same illness or accident, it will be considered the same disability. Benefits will recommence immediately and continue until the employee returns to work or until a total of fifty-two (52) weeks of benefits have been paid for the total disability period.

(c) An employee who is certified to return to work on a half-day (1.2) schedule will continue to receive weekly indemnity benefits for which he is eligible, less wages earned. An employee on Weekly Indemnity who is determined qualified by a doctor as fit for "light duty work" and no such work is available, shall remain on Weekly Indemnity Plan benefits.

21.04 WI Benefits Terminates:

(a) When fifty-two (52) weeks of benefits have been paid for a disability.

(b) On the effective date of an employee's retirement.

(c) On the date the attending physician states the disabled employee is able to return to active work.

(d) If an employee refuses or neglects to follow the recommendations of the attending physician.

21.05 WI and LTD Benefit Exclusion

Benefits will not be paid:

- (a) When an employee is disabled as a result of an accident covered by the Workplace Safety Insurance Board.
- (b) When an employee has been suspended for alcoholism or drug addiction, unless the employee is confined in a hospital or institution licensed to provide care and treatment incident thereto, or unless the employee is undergoing regular rehabilitative treatment approved by the Employer and a physician.

21.06 WI and LTD Benefits Eligibility Terminates:

- (a) When an employee retires, resigns, is discharged, is laid off or transferred to an ineligible group.
- (b) When an employee is off work on an authorized leave of absence exceeding thirty (30) calendar days or when under suspension for cause.

Exception - SUSPENSIONS:

Employees suspended for cause for less than thirty (30) days who became disabled while on suspension will be eligible for W.I. Benefits on the third day following the termination date of the suspension.

Exception

During the period that an employee is off work and receiving Workers' Compensation and becomes disabled for reasons not related to the industrial disability, they will be eligible for W.I. Benefits on the third day following the termination date of compensation benefits. Employees will be required to provide proof of date that compensation payments were terminated.

21.07 An employee who returns to active work following an interruption in service of less than six (6) months will become eligible for WI Benefits immediately; after six (6) months he is enrolled as a new employee.

21.08 Government Disability Plans

The weekly indemnity benefits payable under this plan will be reduced by the amount of any primary disability or sickness benefits paid under the provisions of any Government legislation. Sickness benefits payable under the Employment Insurance Premium Reduction Regulations are not included.

Exception:

Benefits for long-term war disability pensions and Workplace Safety Insurance Board disability pensions will not be deducted.

Employees on WI are required to apply for CPP and OMERS disability plans three (3) months after being on WI Benefits. The WI benefits will be reduced by the total amounts received from CPP and OMERS. Employees on WI must pay over to the Employer the full amounts received from CPP and OMERS prior to returning to work or becoming eligible for LTD.

21.09 Disputed WSIB Claim

If an employee covered by the WSIB Plan suffers a disability for which payment is in dispute with the WSIB, W.I. payments will be made retroactively if requested by the employee and provided he has been off work for at least one (1) month due to the disability without WSIB having accepted the claim and providing the employee is subject to the rules and regulations covering the W.I. Plan.

If the WSIB claim is subsequently established, the employee will then repay the W.I. payment(s) received. Prior to receiving any WI benefits, the employee will be obligated to sign an assignment form.

21.10 Vacation and Floating Holidays

Weekly indemnity benefits will not be paid for periods of absence from work for which an employee receives vacation or holiday pay.

Employees who receive their vacation pay in advance and are certified disabled during their vacation period and who return their vacation pay to the Employer, in units of no less than the recognized vacation weeks, will receive W.I. benefits for which they are eligible.

Exception:

- i) At the end of a calendar year, unused vacation or floating holidays may be paid if an employee was not able to take his vacation or holiday entitlement as a result of being off work due to sickness or accident.
- ii) If an employee so requests, upon his return to work following a disability for accident or sickness, he may be granted floating holiday pay to be applied to the two (2) day waiting period for which no W.I. benefits were paid.
- iii) In the event where an employee receives W.I. benefits for fifty-two (52) consecutive weeks, he shall not accumulate vacation and floating holidays credits over the said period.

Vacation and floating holiday credits shall not be affected if W.I. benefits are received for a period less than fifty-two (52) consecutive weeks.

21.11 Statutory Holidays

Disability benefits will not be paid for those days for which an employee is eligible for and receives statutory holiday pay.

21.12 Unemployment Insurance

The five-twelfth (5/12) rebate to employees under the Unemployment Insurance Commission will be retained by the Employer.

21.13 Long Term Disability Plan

An employee covered by this agreement who has exhausted his fifty-two (52) weeks of coverage under the Weekly Indemnity Plan and who is unable to report back to work because of his illness or disability shall become eligible for benefits under the Long-Term Disability Plan.

- 21.14** The monthly benefit formula will equal sixty percent (60%) of the employee's earnings based on his hourly rate of pay multiplied by regular hours in a pay period. The negotiated increases will apply to the monthly earnings and the sixty percent (60%) will be maintained after taking in consideration the CPP and OMERS Disability offsets.

Benefits will be paid on the basis of one (1) week for each week of service as long as he is fully disabled. While receiving benefits under this plan an employee shall not be eligible to accumulate vacation and floating holiday credits.

- 21.15** The LTD benefits will be reduced by the total amounts received from CPP and OMERS disability plans. Employees on LTD must pay over to the Employer the full amounts received from CPP and OMERS prior to the end of each calendar year in order to be eligible for LTD in subsequent years.

- 21.16** While receiving benefits under this Plan, the employee will continue to accrue pension credits based on contributions made by the employee and Employer, except when employees are on OMERS Disability.

- 21.17** Disability means that during the first twelve (12) months of any disability, the employee is unable, because of disease or injury, to work at his occupation and thereafter during the continuance of such period of disability that the employee is unable to work at any reasonable occupation of the Employer to which the employee might be suited by training, education or experience, and does not work elsewhere.

- 21.18** Proof that the employee continues to be totally disabled will be required at reasonable intervals by the Employer. If he does not provide this proof, or if he refuses to be examined by a neutral physician, he will no longer be considered totally disabled. If such examination requires any expense to the employee including travel and accommodation, such expenses will be borne by the Employer.

- 21.19** Pre-existing health conditions are fully covered, provided he is actively at work on the date his coverage becomes effective. Employees hired after May 1st, 2015, will be excluded from the benefits of this clause.

- 21.20** All disabilities are covered unless they result from the following:

- (a) Intentionally self-inflicted injuries;
- (b) War, insurrection, rebellion or participation in a riot; and
- (c) Your commission of or your attempt to commit an assault, battery or riot.

- 21.21** If he terminates his employment, the Long-Term Disability Benefit will cease.

21.22 If he is laid off, the LTD coverage will also cease on the day immediately preceding the start of the lay-off but will be reinstated if he returns to work within six (6) months.

21.23 Rate of Pay During Vacation, Holidays, WI and LTD

The rate of pay during vacation, holidays, weekly indemnity and long-term disability leave shall be the rate that the employee received for fifty percent (50%) or more of the time during the two (2) months immediately preceding the vacation, holidays, weekly indemnity and long-term disability.

ARTICLE 22 - LEAVE OF ABSENCE

22.01 Union Conventions

Leave of absence without pay and without loss of seniority shall be granted, upon request to the Employer, to employees elected or appointed to represent the Union at conventions or seminars, with the number of employees to attend to be mutually agreed upon.

22.02 Leave for Union and Public Duties

The Employer recognizes the rights of employees to participate in public affairs. Therefore, upon written request, the Employer will grant leave of absence without loss of seniority and without pay so that employees may be candidates in a federal, provincial or municipal election. An employee who is elected or selected for full-time position with the Union, or anybody with which the Union is affiliated, or who is elected to public office, shall be granted leave of absence without loss of seniority, by the Employer, for a period of up to one (1) year, without pay.

22.03 Bereavement Leave

- a) In the event of death of an employee's spouse (including same sex or common-law spouse and fiancée), child or parent, stepmother, stepfather, stepchild the employee shall be entitled to leave of absence without loss of pay for five (5) days.
- b) In the event of death of an employee's sister, brother, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, grandparents-in-law or grandchild, niece, nephew, the employee shall be entitled to leave of absence without loss of pay for four (4) days. One of the days off must be the date of the funeral. Any such leave shall be extended to five (5) days if the funeral takes place outside the area between the Town of Hearst and the Town of Cochrane, both inclusive.
- c) In the event of death of an employee's own aunt or uncle, the employee shall be entitled to leave of absence without loss of pay for three (3) days.

22.04 Jury or Court Witness Duty

The Employer shall grant leave of absence without loss of seniority to an employee who serves as a juror, answers jury roll call or is summonsed as a witness in any court. The Employer shall pay such an employee the difference between his normal earnings and the payment he receives for jury service or court witness, excluding payment for travelling, meals or other expenses. The employee will present proof of service or attendance and the amount of pay received.

22.05 General Leave

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

22.06 Maternity and Parental Leave

According to Legislation.

Employees will be permitted to supplement the maternity and parental leave plans with time from their annual vacation, overtime bank and floater.

22.07 Other Leaves

According to Legislation.

ARTICLE 23 - PAYMENT OF WAGES AND ALLOWANCES

23.01 Pay Days

The Employer shall pay wages in accordance with Schedules "A" and "B" attached hereto and forming part of this Agreement. On each payday each employee shall be provided with an itemized statement of his wages and deductions.

23.02 Education Allowance

Any employee who successfully completes a prior approved off-duty training course will be reimbursed for fifty percent (50%) of the cost of registration, tuition and books. Any employee who successfully completes a prior approved training course that has been stipulated as a condition of employment will be reimbursed for one hundred percent (100%) of the cost of registration, tuition and books.

In the case of a training course that is a condition of employment, the Employer will absorb one hundred percent (100%) of the loss of regular wages of the employee, after a deduction is made for income from government training allowances or any other source.

23.03 Safety Footwear

The employer shall reimburse employees that are required to have safety footwear up to a maximum amount of \$300.00 per year towards the cost of safety footwear upon providing a receipt.

23.04 Prescription Safety Optical Wear

The Employer shall provide CSA approved prescription safety optical wear to employees on an as required basis subject to the justification of such being provided to and approved by the department supervisor. Any replacement of such optical wear must be directly related to damage caused through on the job work-related duties. Maximum of one (1) prescribed safety optical wear every twenty-four (24) months. Any modified safety optical wear will be replaced by the employee at his cost.

23.05 Ergonomic Improvement

The employer shall consider any reasonable request for ergonomic improvements to office furnishings to the following maximum:

Date of ratification \$300.00

ARTICLE 24 - JOB CLASSIFICATION AND RECLASSIFICATION

24.01 No Elimination of Present Classifications

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

24.02 Job Rating and Job Evaluation

In 2015 the Employer and Union performed Job Rating and Job Evaluation for each classification, and it is agreed the existing hourly rates of pay will remain unchanged except as set out in Article 24.03.

24.03 Review of Rerating Applications

Position rating will be reviewed, if necessary, once a year in November, and any adjustments in pay shall be retroactive to the date the Job Rating Committee establishes as the beginning date of the position, but in no case shall any position be rerated prior to January 1st of the year in which the application for job rerating was submitted by the applicant.

Applications must be signed by the incumbent and submitted to the Chief Administrative Officer no later than September 1st.

The decision of the Job Rating Committee shall be final and binding on all parties.

24.04 Composition of Job Rating Committee

The Committee shall be composed of six (6) members, namely, the Chief Administrative Officer who shall act as chair, two (2) Department Supervisors and three (3) members of the bargaining unit.

24.05 Terms of Reference of Job Rating Committee

The Job Rating Committee shall be empowered solely to adjust job ratings as a result of significant demonstrated increased responsibility or superior job requirements and shall not be required to alter position descriptions for meritorious performance.

NOTE: This clause will not be implemented until the job evaluation review is completed by the parties.

24.06 Employee Right to Appear

Any employee who has submitted a position rerating application shall have the right to appear before the Job Rating Committee.

ARTICLE 25 – BENEFITS

NOTE: Following a benefits review which is scheduled to be done in 2024, it is agreed upon that if the employer offers greater benefits to non-union employees, it is to be applied to all CUPE employees.

- a) All employees' benefits terminate at age sixty-five (65).
- b) Students are only provided benefits as required in the Employment Standards Act.

25.01 Pension

In addition to the Canada Pension Plan, every employee shall join the Ontario Municipal Employees' Retirement Scheme. The Employer and the employees shall make contributions in accordance with the provisions of the Plan.

25.02 Hospital and Medical Insurance

The Employer shall pay one hundred percent (100%) of the current premiums of the current carrier for semi-private care. In case of absence for illness, the Employer contribution will be paid for the period the employee draws sick leave benefits, weekly indemnity, long-term disability benefits or workers' compensation benefits.

These benefits shall not be available for any students who are hired for vacation relief or other temporary work between May 1st and September 15th.

25.03 Group Life Insurance

The Employer shall pay one hundred percent (100%) of premiums for Group Life and Accidental Death and Dismemberment Insurance policy. The said coverage shall be double the employees' annual salary (i.e., 2080 hours x classification rate x 2).

The group insurance carrier provides additional insurance coverage. Employee may obtain additional insurance coverage, upon qualifying, but will be responsible to pay one hundred percent (100%) of the additional premium.

25.04 Extended Health Coverage

The employer shall pay one hundred percent (100%) of the premiums of the current carrier for Extended Health Coverage Plan. Effective upon date of ratification the optical benefit shall be five hundred dollars (\$500.00) for any two (2) year period and will include the examination fee.

The Employer shall pay one hundred percent (100%) of the premiums for the current Dental Plan 7 with Riders 1 and 2. Coverage shall be based on the current O.D.A. rate schedule.

These benefits shall not be available for any students who are hired for vacation relief or temporary work between May 1st and September 15th.

The current carrier plans will be amended to provide dependent coverage for those children who are attending school up to age twenty-five (25).

25.05 Employee Assistance Program

The Employer agrees to fund at one hundred percent (100%) an Employee Assistance Program for all employees, except employees on LTD. Employees will be allowed a maximum of twelve (12) hours per year to attend an employee assistance program.

25.06 Retiree Benefit Plans

The benefit plans set out in Articles 25.02 and 25.04 shall be provided for all employees who retire prior to age sixty-five (65) up to age sixty-five (65) with the premiums paid by the Employer. Group life insurance of Thirty Thousand Dollars (\$30,000) shall be provided and paid for by the Employer for all retired employees up to age seventy (70).

25.07 Early Retirement Incentive

Early Retirement Incentive Program shall be based on the following qualifications:

~ Upon reaching age fifty-five (55) and OMERS factor eighty-five (85) and 25 years of service with the Town of Kapuskasing.

- Incentive payable for thirty-six (36) months
Incentive terminates at age sixty-five (65) or upon employees' death
- Incentive of twelve percent (12%) per year calculate on base salary on the day of retirement

The following will apply:

Eligible employees are required to provide the employer notice of intent to retire within one (1) month of eligibility prior to using AV or OTR. Early retirement must occur within six (6) months of eligibility.

ARTICLE 26 - SAFETY AND HEALTH

26.01 Co-operation on Safety

The Union and the Employer shall co-operate in continuing and perfecting regulations which will afford adequate protection to employees engaged in hazardous work. Employees must use safety devices provided by the Employer.

26.02 Safety Meetings

The Employer and employees shall meet during working hours to discuss safety policies at no loss of wages for employees attending such meeting.

26.03 Implementation

Where possible and practical, recommendations of the Joint Health and Safety Committee shall be implemented. Where it is not possible or practical to implement a recommendation, the Chief Administrative Officer shall advise the Committee in writing as per the Health & Safety Act.

ARTICLE 27 - TECHNOLOGICAL AND OTHER CHANGES

27.01 Training Program

In the event that the Employer should introduce new methods or machines which require new or greater skills than are possessed by the employees under the present methods of operation, such employees shall, at the expense of the Employer, be given an agreed upon training period.

ARTICLE 28 - JOB SECURITY

- 28.01 (a) No full-time employee shall be laid off because of the Employer entering into a contract with a sub-contractor or an independent contractor. Exclusively and limited to the application of this clause, laid off is defined as a downward change in classification or rate of pay, or reduction in regular hours of work, or loss of employment which occurs as a result of sub-contracting or independent contracting.

- (b) Additionally, no employee will lose regular pay or regular hours as a result of contracting out full-time.
- (c) The twenty-nine (29) most senior employees at the time of ratification, including wastewater operators, will be placed on an attrition list (attached in Appendix C). The employer agrees that there shall be no lay-offs to the employees on the attrition list.

NOTE: Both parties agree not to revisit this clause until after the next collective agreement.

ARTICLE 29 - GENERAL CONDITIONS

29.01 Fire Insurance

The Employer agrees to provide and pay for insurance coverage, as can be obtained from an insurance firm, against loss by fire for those tools that the Utility Man, Mechanic, Mechanic's Helper, Electrician, Electrician's Helper, Construction Carpenter, Carpenter's Helper and Building Maintenance Man are required to use and are stored on Corporation property. The Employer shall determine the items to be insured under this Article by reference to a list of personal tools submitted annually by the employees concerned.

29.02 Provision of Clothing

The Employer shall provide rain suits as required.

29.03 Standby Time – Monitoring Time

(a) Public Works Sub-Foreman

The Employer shall pay the on duty Public Works Sub-Foreman a standby time flat rate of four hundred and fifty dollars (\$450.00) per week and shall be allowed either four (4) hours paid time off per week of on call or four (4) hours of overtime pay at the prevailing hours' rate. When a sub-foreman is required to remain more than three (3) hours on the job on a specific call then he will be paid at the overtime rate.

(b) Treatment Plant Operator

The Employer shall pay the on-duty Treatment Plant Operator a monitoring time flat rate of four hundred and fifty dollars (\$450.00) per week and shall be allowed either four (4) hours paid time off per week of on call or four (4) hours of overtime pay at the prevailing hours' rate.

When the Operator is required to remain more than three (3) hours on the job on a specific call then he will be paid at the overtime rate.

NOTE: When an operator is required to physically attend the plant outside of the regular working hours, clause 17.04 shall apply.

- (c) When an employee replaces the ORO, said employee will receive the ORO rates for that period. When said employee is previously scheduled to be off on Fridays and Saturday and/or is not at work but still covering for the ORO, the employee will receive the difference and rate for the full 8 hours.

Note: This will only apply to the Water Plant and will only be until such time as all employees holds a class 2 License at which time, he will be qualified to join the ORO rotation relief as required.

29.04 Summer Students

The Employer agrees that consideration will be given to hiring one-third (1/3) of the required summer students from municipal employee families, including students of Employer retiree families.

29.05 Students

Students not employed under federal, provincial and Education Co-op Programs performing work or duties under the jurisdiction of the bargaining unit will not become a member of the bargaining unit nor be subject to any conditions and receive any benefits set out in the Agreement.

ARTICLE 30 - GENERAL

30.01 Plural or Feminine Terms May Apply

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

ARTICLE 31 - TERM OF AGREEMENT

31.01 Effective Date

This Agreement shall be binding and remain in effect from September 1st, 2022, to August 31st, 2027, and shall continue thereafter unless either Party gives to the other Party notice in writing at least two months prior to the expiration of the Agreement that it desires its termination or amendment.

Wage Increase

September 1, 2022 – 2.5%
September 1, 2023 – 2%
September 1, 2024 – 1.5%
September 1, 2025 – 1.5%
September 1, 2026 – 1.5%

31.02 Changes in Agreement

Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement and only through a Letter of Intent.

31.03 Notice of Changes

Either Party desiring to propose changes or amendments to this Agreement shall, between the period of thirty (30) and ninety (90) days prior to the termination date, give notice in writing to the other Party of the changes or amendments proposed. Within twenty (20) working days of receipt of such notice by one Party, the other Party is required to enter into negotiations for a renewal or revision of the Agreement, and both parties shall thereupon enter into such negotiations in good faith and make every reasonable effort to consummate a revised or new Agreement.


31.04 Agreement to Continue in Force

Both Parties shall adhere fully to the terms of this Agreement during the period of bona fide collective bargaining and if negotiations extend beyond the anniversary date of the Agreement any revision in terms, mutually agreed upon, shall, unless otherwise specified, apply retroactively to that date.

SIGNED THIS 30 DAY OF August, 2023.


**FOR THE CORPORATION OF
THE TOWN OF KAPUSKASING**


**FOR CANADIAN UNION OF
PUBLIC EMPLOYEES LOCAL 369**


Guylain Baril (Aug 30, 2023 08:29 EDT)


Norm Berthiaume (Aug 29, 2023 14:56 EDT)


Dave Plourde (Aug 29, 2023 14:55 EDT)


Norm Girardin (Aug 29, 2023 17:19 EDT)


Dan Hachez (Aug 29, 2023 16:47 EDT)

THE CORPORATION OF THE TOWN OF KAPUSKASING

**STANDARD ADMINISTRATIVE INSTRUCTIONS COVERING EMPLOYEES
OUTSIDE (Articles 1 to 15) AND INSIDE (Articles 1 to 4)**

GENERAL

These instructions are intended for the efficient conduct of work by the Town employees and to promote understanding and uniformity in the carrying out of same.

INSTRUCTIONS

1. **Attendance**

The working hours are as per article 16.

An employee reporting to work late or quitting early shall forfeit fifteen (15) minutes pay for being late from 3 to 15 minutes, thirty (30) minutes pay for being late 16 to 30 minutes and so on. Attendance shall be recorded by computer input when required every morning upon starting work, every evening upon finishing work and upon finalizing and starting work at noon hour. For failure to do so, the employee shall be warned and on the third offence he shall forfeit fifteen (15) minutes pay.

2. **Absence from Work**

(a) **LATE**

During the one (1) calendar year any employee found reporting late to work a fourth time without satisfactory reason shall be given a three-day lay-off, after having been warned the previous times of all the consequences. A fifth time late will result in discharge. Each year a recurrence of the above will be treated as a first offence.

(b) **ABSENCE WITH PERMISSION**

Permission for absence from work can only be given if the employee contacts the foreman or department supervisor at least one (1) day prior to the absence. Emergency absence for cause shall be granted by contacting the foreman or department supervisor as soon as possible, preferably prior to morning and afternoon commencement times stated in Article 1 above.

(c) **UNEXCUSED ABSENCE**

Upon the first instance, the employee shall be warned of the consequences. A second offence shall be met with a three-day lay-off and a third occasion shall mean discharge. After twelve (12) months a repetition of the above shall be treated as a first offence.

3. **Causes for Discharge**

Any employee may be discharged without warning for any of the following reasons:

- (a) Consumption of alcohol on the job and/or the use of illicit drugs, inhalants and psychotropic prescription drugs.
- (b) Removal or destruction of property. (This includes all material, tools and equipment, used or issued to any employee).
- (c) Inputting another employee's time.
- (d) Fighting with any other employee or person on the job.
- (e) Wilful neglect of duties. This clause shall mean any employee deliberately slowing or spoiling a job, ruining machinery or town property or property of others.

4. **Cause for Discharge After Warning**

- (a) Indifference.
- (b) Incompetence.
- (c) Sleeping on the job.
- (d) Leaving work or shop without permission.
- (e) Being under the influence of liquor and/or illicit drugs, inhalants and psychotropic prescription drugs when reporting for duty.
- (f) Not following reasonable instructions.

There shall be no disciplinary action consequent upon a first warning. After the first warning, an employee may be laid off for a period of three (3) working days without pay; after a 3-day suspension, an employee may be discharged from employment with the Employer. Any infractions will be removed from the employee's file following one (1) calendar year after the date of the last infraction.

5. **Requisitioning Material from Town Yard**

Whenever material is necessary for a job, the employee prior to leaving, shall notify the stock and records clerk of the amount of same and the location where it is being used. Gas and oil for vehicles shall only be taken when the stock and records clerk issue the key to the pumps for the employee. After taking the gas or oil, the pumps shall be locked, the key returned to the stock and records clerk and the amount taken advised.

6. **Purchases of Material, Locally**

When management orders or gives permission to an employee to make a purchase of material in town, the employee shall then see the purchasing agent and have a purchase order made out showing the amount necessary and the location of the work and the employee shall report to the purchasing agent when the errand is completed.

If an employee fails to obtain a purchase order from the purchasing agent, he (the employee) leaves himself liable for the purchase.

7. **Town Vehicles**

Only licensed operators appointed to certain vehicles by management shall be allowed to operate any of the Town vehicles.

NO PASSENGERS, other than Town employees going to and from work, shall in any way ride on the vehicles.

The driver shall be responsible for his vehicle as to safety, overloading, maintenance, etc. and must report to the authorities all damage, accidents, breakdown and equipment not working properly. All drivers must, when time allows, fill their vehicle with gas and check oil, before end of shift. Whenever a Town vehicle is involved in any accident, the driver shall first notify the management who shall then notify the Police Department. All vehicles are to be left in the town yard or garage during noon hour and overnight. Vehicles shall only be taken out at other times than during the regular working day upon the order of management.

8. **Accidents**

Whenever an employee has a personal accident, he shall notify his foreman immediately, who shall fill in the report form. One copy of the form shall be taken by the employee to his doctor, if a visit to same is necessary.

9. **Vacations**

Eligible employees shall be allowed their vacations in the order of their seniority and in accordance to article 20. This order shall in no way be changed once set up unless in cases of emergency and with the immediate supervisor's approval. Floating holidays are to be taken at the discretion of the immediate supervisor. In no way are floating holidays to be given unless asked for at least one day prior to taking same.

10. **Lunch and Locker Room**

The lunch and locker room must be kept clean at all times. The Corporation is not liable for any missing articles from these rooms. The lunchroom is a place to eat and wait before and after working hours and shall not be used in any way during working hours.

11. **Workplace Use**

NO WORK of any nature other than town work ordered by the management shall be conducted in the any of the workplaces

NO MATERIAL shall be stored in any workplaces other than tools of approved personnel.

12. **Phone Use**

No personal long-distance calls will be allowed by employees. No personal local calls will be allowed during working hours except after 11:45 a.m. and 4:15 p.m.

Emergency calls will be received and made at any time with permission of the Stock & Records Clerk.

13. **Parking Lot**

Employees having cars or trucks may use the parking lot provided this is the only place that cars or trucks can be parked. The Corporation assume no liability for any damage caused to vehicles stored in the said parking lot.

14. All employees must obtain permission to leave the shop and premises during working hours. If the management is not available, then contact the Stock & Records Clerk and report when work or errand is completed.

15. All employees in the town are in effect the employees of the ratepayers. Every employee working for the Town is expected to do any and all work for a full eight (8) hour shift.

SCHEDULE "A"						
40 HOUR EMPLOYEES						
CLASSIFICATION		2.50%	2%	1.50%	1.50%	1.50%
		SEPT.1 2022	SEPT.1 2023	SEPT.1 2024	SEPT.1 2025	SEPT.1 2026
LABOURER (R.Ranozstay)		\$ 28.17	\$ 28.73	\$ 29.16	\$ 29.60	\$ 30.04
	SEPT.1 2021	27.48				
REPAIRMAN - SEWER & WATER HELPER (non-certified)*		\$ 29.28	\$ 29.87	\$ 30.32	\$ 30.77	\$ 31.23
	SEPT.1 2021	28.57				
REPAIRMAN - SEWER & WATER HELPER (certified)(S.Dorval)		\$ 35.62	\$ 36.33	\$ 36.88	\$ 37.43	\$ 37.99
	SEPT.1 2021	34.75				
MECHANIC'S HELPER*		\$ 29.28	\$ 29.87	\$ 30.32	\$ 30.77	\$ 31.23
	SEPT.1 2021	28.57				
TREATMENT PLANT & LIFT STN. HELPER*		\$ 29.28	\$ 29.87	\$ 30.32	\$ 30.77	\$ 31.23
	SEPT.1 2021	28.57				
TREATMENT PLANT & LIFT STN. CLASS 1 (C.Gibson,K.Carriere)		\$ 37.91	\$ 38.67	\$ 39.25	\$ 39.84	\$ 40.44
	SEPT.1 2021	36.99				
GENERAL EQUIPMENT OPERATOR - AFTER 2080 HRS (S.Daoust,J.Girardin,M.Ricard)		\$ 32.39	\$ 33.04	\$ 33.53	\$ 34.04	\$ 34.55
	SEPT 1 2021	31.6				
CARPENTER HELPER*		\$ 29.28	\$ 29.87	\$ 30.32	\$ 30.77	\$ 31.23
	SEPT.1 2021	28.57				
ELECTRICIAN HELPER*		\$ 29.28	\$ 29.87	\$ 30.32	\$ 30.77	\$ 31.23
	SEPT.1 2021	28.57				
METER READER*		\$ 28.17	\$ 28.73	\$ 29.16	\$ 29.60	\$ 30.04
	SEPT.1 2021	27.48				
RD MAINTENANCE EQUIPMENT OPERATOR* (G.Plamondon)		\$ 35.17	\$ 35.87	\$ 36.41	\$ 36.96	\$ 37.51
	SEPT.1 2021	34.31				
TRAINER*		\$ 34.53	\$ 35.22	\$ 35.75	\$ 36.29	\$ 36.83
	SEPT.1 2021	33.69				
FOREMAN RELIEF		Add'l \$2/Hr	Add'l \$2/Hr	Add'l \$2/Hr	Add'l \$2/Hr	Add'l \$2/Hr

SCHEDULE "A-1"						
40 HOUR EMPLOYEES (as per Job Evaluation)						
CLASSIFICATION		2.50%	2%	1.50%	1.50%	1.50%
		SEPT.1 2022	SEPT.1 2023	SEPT.1 2024	SEPT.1 2025	SEPT.1 2026
LABOURER		\$ 26.93	\$ 27.47	\$ 27.88	\$ 28.30	\$ 28.72
	SEPT.1 2021	26.27				
GARBAGE LABOURER		\$ 29.13	\$ 29.71	\$ 30.16	\$ 30.61	\$ 31.07
	SEPT.1 2021	28.42				
STOCK CLERK - START		\$ 30.53	\$ 31.15	\$ 31.61	\$ 32.09	\$ 32.57
	SEPT.1 2021	29.79				
STOCK CLERK - AFTER 1 YR		\$ 31.29	\$ 31.92	\$ 32.40	\$ 32.88	\$ 33.38
	SEPT.1 2021	30.53				
ONE MAN COLLECTION GARBAGE OPERATOR		\$ 29.68	\$ 30.28	\$ 30.73	\$ 31.19	\$ 31.66
	SEPT.1 2021	28.96				
REPAIRMAN - SEWER & WATERMAIN (with OITC)		\$ 29.55	\$ 30.14	\$ 30.59	\$ 31.05	\$ 31.52
	SEPT.1 2021	28.83				
REPAIRMAN - SEWER & WATERMAIN (Drinking water entry level cou		\$ 30.71	\$ 31.32	\$ 31.79	\$ 32.27	\$ 32.75
	SEPT.1 2021	29.96				
REPAIRMAN - SEWER & WATERMAIN (certified)		\$ 34.38	\$ 35.07	\$ 35.59	\$ 36.13	\$ 36.67
	SEPT.1 2021	33.54				
GARBAGE PACKER DRIVER		\$ 29.68	\$ 30.28	\$ 30.73	\$ 31.19	\$ 31.66
	SEPT.1 2021	28.96				
MECHANIC A (1 LICENSE)		\$ 34.41	\$ 35.10	\$ 35.62	\$ 36.16	\$ 36.70
	SEPT.1 2021	33.57				
MECHANIC A (2 LICENSES)		\$ 36.54	\$ 37.27	\$ 37.83	\$ 38.40	\$ 38.97
	SEPT.1 2021	35.65				
MECHANIC A (3 LICENSES)		\$ 38.68	\$ 39.46	\$ 40.05	\$ 40.65	\$ 41.26
	SEPT.1 2021	37.74				
TREATMENT PLANT & LIFT STN. CERT OITC CLASS 1		\$ 34.38	\$ 35.07	\$ 35.59	\$ 36.13	\$ 36.67
	SEPT.1 2021	33.54				
WATER TREATMENT PLANT & LIFT STN. CERT OITC CLASS 2		\$ 35.70	\$ 36.41	\$ 36.96	\$ 37.52	\$ 38.08
	SEPT.1 2021	34.83				
WATER TREATMENT PLANT OPERATOR IN CHARGE - CLASS 3		\$ 43.83	\$ 44.71	\$ 45.38	\$ 46.06	\$ 46.75
	SEPT.1 2021	42.76				
WWTP OPERATOR CLASS 2 (ORO)		\$ 42.68	\$ 43.53	\$ 44.19	\$ 44.85	\$ 45.52
	SEPT.1 2021	41.64				
GENERAL EQUIPMENT OPERATOR - START		\$ 28.03	\$ 28.59	\$ 29.02	\$ 29.46	\$ 29.90
	SEPT.1 2021	27.35				
GENERAL EQUIPMENT OPERATOR - AFTER 1040 HRS		\$ 28.83	\$ 29.41	\$ 29.85	\$ 30.30	\$ 30.75
	SEPT.1 2021	28.13				
GENERAL EQUIPMENT OPERATOR - AFTER 2080 HRS		\$ 30.70	\$ 31.31	\$ 31.78	\$ 32.26	\$ 32.74
	SEPT.1 2021	29.95				
CONSTRUCTION CARPENTER		\$ 37.12	\$ 37.86	\$ 38.43	\$ 39.00	\$ 39.59
	SEPT.1 2021	36.21				
ELECTRICIAN		\$ 39.45	\$ 40.24	\$ 40.84	\$ 41.46	\$ 42.08
	SEPT.1 2021	38.49				
SUB-FOREMAN		\$ 41.87	\$ 42.71	\$ 43.35	\$ 44.00	\$ 44.66
	SEPT.1 2021	40.85				
PARKS & RECREATION ATTENDANT (certified)		\$ 30.84	\$ 31.46	\$ 31.93	\$ 32.41	\$ 32.90
	SEPT.1 2021	30.09				
REC. HANDYMAN		\$ 32.97	\$ 33.63	\$ 34.14	\$ 34.65	\$ 35.17
	SEPT.1 2021	32.17				
P/W CLERK & PURCHASING AGENT		\$ 39.07	\$ 39.85	\$ 40.45	\$ 41.06	\$ 41.67
	SEPT.1 2021	38.12				
PUBLIC WORKS CLERK - START		\$ 35.27	\$ 35.98	\$ 36.52	\$ 37.06	\$ 37.62
	SEPT.1 2021	34.41				
PUBLIC WORKS CLERK - AFTER 1 YR		\$ 35.99	\$ 36.71	\$ 37.26	\$ 37.82	\$ 38.38
	SEPT.1 2021	35.11				
PUBLIC WORKS CLERK - AFTER 2 YRS		\$ 36.72	\$ 37.45	\$ 38.01	\$ 38.58	\$ 39.16
	SEPT.1 2021	35.82				
FOREMAN RELIEF		Add'l \$2/Hr	Add'l \$2/Hr	Add'l \$2/Hr	Add'l \$2/Hr	Add'l \$2/Hr

SCHEDULE "B"						
35 HOUR EMPLOYEES						
CLASSIFICATION		2.50%	2%	1.50%	1.50%	1.50%
		SEPT.1 2022	SEPT.1 2023	SEPT.1 2024	SEPT.1 2025	SEPT.1 2026
ACCOUNTING COORDINATOR AFTER 2 YR (N.TURGEON)	\$	39.63	\$ 40.42	\$ 41.03	\$ 41.64	\$ 42.27
		SEPT.1 2021	38.66			

SCHEDULE "B-1"						
35 HOUR EMPLOYEES (as per Job Evaluation)						
CLASSIFICATION		2.50%	2%	1.50%	1.50%	1.50%
		SEPT.1 2022	SEPT.1 2023	SEPT.1 2024	SEPT.1 2025	SEPT.1 2026
RECEPTION CLERK - START		\$ 27.34	\$ 27.88	\$ 28.30	\$ 28.73	\$ 29.16
	SEPT.1 2021	26.67				
RECEPTION CLERK - AFTER 1 YR		\$ 27.99	\$ 28.55	\$ 28.98	\$ 29.42	\$ 29.86
	SEPT.1 2021	27.31				
RECEPTION CLERK - AFTER 2 YRS		\$ 28.66	\$ 29.23	\$ 29.67	\$ 30.12	\$ 30.57
	SEPT.1 2021	27.96				
ACCOUNTING CLERK - START		\$ 34.66	\$ 35.35	\$ 35.88	\$ 36.42	\$ 36.96
	SEPT.1 2021	33.81				
ACCOUNTING CLERK - AFTER 1 YR		\$ 35.37	\$ 36.08	\$ 36.62	\$ 37.17	\$ 37.73
	SEPT.1 2021	34.51				
ACCOUNTING CLERK - AFTER 2 YRS		\$ 36.09	\$ 36.81	\$ 37.36	\$ 37.92	\$ 38.49
	SEPT.1 2021	35.21				
ACCOUNTING COORDINATOR - START		\$ 36.89	\$ 37.63	\$ 38.19	\$ 38.76	\$ 39.35
	SEPT.1 2021	35.99				
ACCOUNTING COORDINATOR - AFTER 1 YR		\$ 37.67	\$ 38.42	\$ 39.00	\$ 39.58	\$ 40.18
	SEPT.1 2021	36.75				
ACCOUNTING COORDINATOR - AFTER 2 YRS		\$ 38.44	\$ 39.21	\$ 39.79	\$ 40.39	\$ 41.00
	SEPT.1 2021	37.5				
PAYROLL COORDINATOR/ACCOUNTING CLERK - START		\$ 36.89	\$ 37.63	\$ 38.19	\$ 38.76	\$ 39.35
	SEPT.1 2021	35.99				
PAYROLL COORDINATOR/ACCOUNTING CLERK - AFTER 1 YR		\$ 37.67	\$ 38.42	\$ 39.00	\$ 39.58	\$ 40.18
	SEPT.1 2021	36.75				
PAYROLL COORDINATOR/ACCOUNTING CLERK - AFTER 2 YRS		\$ 38.44	\$ 39.21	\$ 39.79	\$ 40.39	\$ 41.00
	SEPT.1 2021	37.5				
INSPECTOR LEVEL 1 - START		\$ 36.96	\$ 37.70	\$ 38.27	\$ 38.84	\$ 39.42
	SEPT.1 2021	36.06				
INSPECTOR LEVEL 1 - AFTER 1 YR		\$ 37.73	\$ 38.48	\$ 39.06	\$ 39.65	\$ 40.24
	SEPT.1 2021	36.81				
INSPECTOR LEVEL 1 - AFTER 2 YRS		\$ 38.51	\$ 39.28	\$ 39.87	\$ 40.47	\$ 41.07
	SEPT.1 2021	37.57				
INSPECTOR LEVEL 2 - (General Legal: The House)		\$ 38.19	\$ 38.96	\$ 39.54	\$ 40.13	\$ 40.73
	SEPT.1 2021	37.26				
INSPECTOR LEVEL 2 - AFTER 1 YR		\$ 38.99	\$ 39.77	\$ 40.37	\$ 40.97	\$ 41.59
	SEPT.1 2021	38.04				
INSPECTOR LEVEL 2 - AFTER 2 YRS		\$ 39.79	\$ 40.59	\$ 41.20	\$ 41.81	\$ 42.44
	SEPT.1 2021	38.82				
INSPECTOR LEVEL 3 - (HVAC-House;Plumbing-All Buildings;Building		\$ 39.43	\$ 40.22	\$ 40.82	\$ 41.44	\$ 42.06
	SEPT.1 2021	38.47				
INSPECTOR LEVEL 3 - AFTER 1 YR		\$ 40.25	\$ 41.06	\$ 41.67	\$ 42.30	\$ 42.93
	SEPT.1 2021	39.27				
INSPECTOR LEVEL 3 - AFTER 2 YRS		\$ 41.07	\$ 41.89	\$ 42.52	\$ 43.16	\$ 43.81
	SEPT.1 2021	40.07				
BUILDING INSPECTOR - (Large Buildings;Complex;Buildings,5 year		\$ 40.67	\$ 41.49	\$ 42.11	\$ 42.74	\$ 43.38
	SEPT.1 2021	39.68				
BUILDING INSPECTOR - AFTER 1 YR		\$ 41.51	\$ 42.34	\$ 42.98	\$ 43.62	\$ 44.28
	SEPT.1 2021	40.5				
BUILDING INSPECTOR - AFTER 2 YRS		\$ 42.35	\$ 43.20	\$ 43.85	\$ 44.51	\$ 45.17
	SEPT.1 2021	41.32				
TAX COLLECTOR - START		\$ 37.65	\$ 38.40	\$ 38.98	\$ 39.56	\$ 40.16
	SEPT.1 2021	36.73				
TAX COLLECTOR - AFTER 1 YR		\$ 38.44	\$ 39.21	\$ 39.79	\$ 40.39	\$ 41.00
	SEPT.1 2021	37.5				
TAX COLLECTOR - AFTER 2 YRS		\$ 39.24	\$ 40.02	\$ 40.62	\$ 41.23	\$ 41.85
	SEPT.1 2021	38.28				
WATER BILLING CLERK - START		\$ 34.66	\$ 35.35	\$ 35.88	\$ 36.42	\$ 36.96
	SEPT.1 2021	33.81				
WATER BILLING CLERK - AFTER 1 YR		\$ 35.37	\$ 36.08	\$ 36.62	\$ 37.17	\$ 37.73
	SEPT.1 2021	34.51				
WATER BILLING CLERK - AFTER 2 YRS		\$ 36.09	\$ 36.81	\$ 37.36	\$ 37.92	\$ 38.49
	SEPT.1 2021	35.21				

APPENDIX "C"
CORPORATION OF THE TOWN OF KAPUSKASING
ATTRITION LIST AS OF AUG. 21, 2023
CANADIAN UNION OF PUBLIC EMPLOYEES

	<u>EMPLOYEE</u> #	<u>NAME</u>	<u>SENIORITY</u> DATE
1	1177	SIMARD, JAYSON	22-Apr-02
2	0611	DESBIENS, MICHEL	15-Jul-02
3	1040	MILLETTE, JOEL	23-Sep-02
4	1013	PLAMONDON, GUY	07-Feb-04
5	0616	GILLISSIE, KEVIN	20-Aug-04
6	0619	DORVAL, STEVE	13-Oct-05
7	0618	DAOUST, STEPHANE	26-Apr-06
8	0621	GIRARDIN, JONATHAN	15-Jun-07
9	0680	REID, TOBY	19-Dec-07
10	0255	LAPIERRE, ALAIN	14-Apr-08
11	0537	GIBSON, CLAIRE	28-May-08
12	0683	D'AMOURS, MARC	30-Oct-08
13	0684	MORIN, GERALD	16-Nov-08
14	0021	TURGEON, NANCY	10-Jun-10
15	0686	BISSON, ROBERT	14-Jun-10
16	0688	RICARD, MICHEL	22-Sep-10
17	0687	PAYANT, MARCEL	25-Apr-11
18	0028	PAYANT, MARIE- JOSEE	08-Jun-11
19	0689	HACHEZ, DANIEL	27-Oct-11

20	0392	CARRIERE, KEVIN	01-Dec-11
21	0691	CARRIERE, SHAUN	01-May-13
22	0361	RICHARD, TAMMY	29-Jul-13
23	0354	PELCHAT, FRANCOIS	26-Aug-13
24	0692	DEMONTIGNY, ROBERT	28-May-14
25	1810	ISABELLE, TANIA	06-Aug-14
26	0694	MARIER, ALAIN	25-Jun-15
27	0697	RANOSZTAY, RICHARD	01-Sep-16
28	0364	MISON, JASON	01-Aug-18
29	0699	THIBEAULT, SHANE	13-Aug-18