

COLLECTIVE AGREEMENT

Between:

THE CORPORATION OF THE TOWNSHIP OF CHAPLEAU

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL NO. 887**

Effective Dates:

January 1st, 2024, to December 31st, 2028

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ARTICLE 1 - RECOGNITION AND NEGOTIATIONS

1.01 The Employer or anyone authorized to act on its behalf approves and recognizes the Canadian Union of Public Employees as the sole bargaining agency representing all its employees, save and except non-working foreman, those above the rank of non-working foreman, office staff and summer students working in the recreation area during the school vacation period.

1.02 a) **Temporary Employees**

A temporary employee is an employee who has been hired for a definite term or a definite task. Such employee shall be excluded from all of the monetary clauses of the Collective Agreement but shall have access to the rest of the Collective Agreement, except such employee shall not accumulate Seniority, and may be released by the Employer upon the conclusion of the term or task. Temporary employees shall receive Vacation Pay and Holiday Pay in accordance with the Employment Standards Act. Should a temporary employee be hired as a full-time employee during the temporary period, such employee shall be credited with the hours worked as a temporary employee in establishing a seniority date.

b) **Government Incentive Programs**

Persons employed in a Government sponsored Incentive Program shall be paid in accordance with the Program. Prior to hiring employees under an Incentive Program, the Employer shall notify the Union as to the number of employees that will be hired, and generally as to the duties and functions to be performed by such persons. It is understood that such persons shall be excluded from all the terms and conditions of the Collective Agreement.

c) **Part-Time Employees**

A Part-time employee is an employee who is not regularly employed. Part-time employees shall receive Vacation Pay and Holiday Pay in accordance with the Employment Standards Act. Part-time employees shall be included on a separate Seniority List; seniority shall be determined on hours worked. Part-time employees who are hired as full-time employees shall be credited with part-time hours worked in establishing a Seniority date. It is understood that part-time employees shall be excluded from all of the monetary clauses of the Collective Agreement but shall have access to the rest of the Agreement.

ARTICLE 2 - RIGHTS AND FUNCTION OF MUNICIPAL ADMINISTRATION

- 2.01 The Union acknowledges that it is the exclusive function of the Municipal Administration to:
- a) Maintain order, discipline and efficiency;
 - b) Hire, discharge, direct, transfer, classify, promote, lay-off, suspend, demote or discipline employees provided that a claim of discriminatory classification, promotion, demotion, suspension or transfer or a claim that an employee has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided;
 - c) Generally to manage the affairs of the Municipal Corporation in all respects in accordance with its obligations and without restricting the generality of the foregoing, to determine the kinds and locations of machines and equipment to be used, the allocation and number of employees required from time to time, the standards of performance for all employees and all other matters concerning the Employer's operations not otherwise specifically dealt with elsewhere in this Agreement.

ARTICLE 3 - CORRESPONDENCE

- 3.01 All correspondence between the parties arising out of this Agreement or incidental thereto, except matters under the grievance procedure, shall pass to and from the Chief Administrative Officer (CAO) or his/her nominee, the Mayor and Councillors of the Municipality, the Secretary of the Union and the National Representative of the Canadian Union of Public Employees.

ARTICLE 4 - NO DISCRIMINATION

- 4.01 The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee in the matter of training, upgrading, promotion (to the extent or categories within the bargaining units), transfer, lay-off, discipline, discharge or otherwise by reason of race, creed, colour, national origin or religious affiliation.

ARTICLE 5 - NO STRIKES OR LOCKOUTS

- 5.01 The Employer agrees that it will not cause or direct any lockout of its employees and the Union agrees that there will be no strike or other collective action that will stop, curtail or interfere with work or the Employer's operation so long as the Agreement continues in effect.

The meaning of "strikes" and "lockouts" shall be as defined in the Ontario Labour Relations Act, R.S.O. 1990, Section 1. - (1) as amended from time to time.

ARTICLE 6 - UNION SECURITY

6.01 In order to provide job security for members of the bargaining unit, the Employer agrees that all work or service presently performed by the employees shall continue to be performed by the employees except for:

- a) The purpose of providing instructions
- b) The purpose of dealing with an emergency

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.

6.02 No contracting out

The Employer will not contract out any work usually performed by members of the bargaining unit if, as a result of such contracting out, employees will suffer a lay-off, reduction of hours or loss of work or wages. The Employer will meet with the Union prior to implementing any such contracting out to discuss alternatives.

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

6.04 Dues Deductions

The Employer agrees to deduct dues levied from the earnings of each employee in the unit in the amount certified by the Union to be currently in effect according to its constitution and by-laws and to remit the sum so deducted to the National Treasurer of the Union no later than the end of the month following the date of the deduction and included with such remittance, a statement showing the names of the employees from whom monthly dues were deducted.

6.05 Dues Rates

The Union shall certify to the Employer the Union dues which are currently in effect and any changes in the constitution or by-laws of the Union affecting the Union dues shall be communicated in writing to the Employer before such change shall take effect.

ARTICLE 7 - RESOLUTIONS AND REPORTS OF COUNCIL

- 7.01 The Employer agrees that any reports of recommendations about to be made to the Council dealing with matters of policy and conditions of employment and which affect employees within this bargaining unit, shall be communicated to the Union Representative of the Canadian Union of Public Employees and the Union Secretary in time to afford the Union a reasonable opportunity to consider them and if thought necessary, to speak to them when they are dealt with by Council. This does not include matters which are deemed confidential in matters of labour relations.
- 7.02 Copies of all motions, regulations and by-laws dealing with rules and regulations governing the employees will be forwarded to the Union Representative and posted on all bulletin boards.

ARTICLE 8 - LABOUR-MANAGEMENT NEGOTIATIONS

8.01 Bargaining Committee

A Bargaining 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 of the Union's nominees to the Committee.

8.02 Representative of Union

The Union shall have the right at any time to have any assistance when dealing or negotiating with the Employer at the Union's expense.

8.03 Meeting of Bargaining Committee

In the event of either party wishing to call a meeting of the Bargaining Committee, the meeting shall be held at a time and place fixed by mutual agreement. However, such meeting must be held not later than thirty (30) working days after the request has been given.

8.04 Time Off for Meetings

Subject to the approval of the Employer, representatives of the Union shall be granted necessary leave of absence with pay for the purpose of meeting with Municipal Supervisory Personnel for the investigation, consideration and adjustment of grievances.

8.05 **Representative of Employer**

The Employer shall have the right at any time to have any assistance when dealing or negotiating with the Union at the Employer's expense.

ARTICLE 9 - SENIORITY

9.01 (a) The Employer shall prepare lists of all full-time and part-time employees showing seniority based on the length of service with the Employer. A revised and up-to-date seniority list shall be sent to the Union and posted in the office of the Public Works Department in January of each year.

(b) In all cases of promotions, demotions, transfers, except positions excluded from the bargaining unit, the following shall apply:

Seniority shall govern all promotions, transfers, demotions within the bargaining unit providing the employee with the most seniority is qualified to do the job.

9.02 An employee shall lose his seniority and shall be deemed to have terminated for just cause his employment with the Employer in the event that he:

(a) is discharged for just cause and is not re-instated;

(b) resigns;

(c) after a lay-off, fails to return to work within fourteen (14) working days after being notified by registered mail to do so, it shall be the responsibility of the employee to keep the Employer informed of his current address;

(d) is laid off for a period of longer than fifteen (15) months;

(e) utilizes a leave of absence for purposes other than those for which the leave of absence was granted;

(f) engages in gainful employment while on sick leave;

(g) consumes illegal drugs or alcoholic beverages during the hours for the Employer, subject to the requirements of the Human Rights Code;

(h) is absent due to compensable injury for a period of twenty-four (24) months, or as otherwise set out in the Workers' Compensation Act.

ARTICLE 10 - PROBATIONARY AND PERMANENT EMPLOYEES

10.01 Probationary Employees

Newly hired full-time and part-time employees shall be considered on a probationary basis for a period of six (6) months from the date of hiring. During the probationary period, employees shall be entitled to all the rights and privileges of this Agreement subject to Article 1.02. The employment of such employees may be terminated at any time during the probationary period. After completion of the probationary period, seniority shall be effective from the original date of employment for full-time employees and in accordance with Article 1.02 for part-time employees.

The salary or wages for probationary employees shall be determined on a case-by-case basis, with such determination resting solely upon the discretion of the Operations Director in consultation with the union. The parties agree that the decided rate will not be lower than the probationary rate or higher than the top rate.

ARTICLE 11 - LAY-OFFS AND REHIRING

11.01 Both parties recognize that job security for permanent employees shall increase in proportion to length of service. Therefore, in the event of a lay-off, permanent employees shall be laid off in reverse order of their seniority provided the employee is qualified to do the job and the Employer may retain sufficient employees in each classification in order to continue operations. Employees shall be recalled in order of their seniority provided that they are qualified to do the work.

- a) Lay off, under the provisions of the Collective Agreement shall include the reduction of hours of any full-time or part-time employee.
- b) No full-time employee within the bargaining unit shall be laid off by reason of his/her duties being assigned to one or more part-time employees.

11.02 Notice of Lay-Off

- a) The Employer shall notify permanent employees who are to be laid off five (5) 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 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.
- b) For lay-offs of a long-term nature, employees shall be entitled to the notice period under the Employment Standards Act, as amended.

ARTICLE 12 - PROMOTIONS AND STAFF CHANGES

12.01 When a job is open or a new job is created within Union jurisdiction, the said job shall be posted as follows:

TYPE OF JOB -- RATE OF PAY

Permanent employees shall be given preference in filling the job. Upon creation of all new jobs, the Employer and the Union shall agree on rates of pay and working conditions, etc. In the event that a permanent employee or employees are not qualified to fill the job that is open or a new job which is created, then 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. Appointments from within the bargaining unit shall be made within thirty (30) days of posting.

12.02 Job Postings

When a vacancy occurs or a new position is created within the bargaining unit, the Employer shall notify the Union in writing and post notice of the position in the Employer's offices, locker rooms, shops and all bulletin boards for a minimum of one (1) week in order that all members will know about the position and be able to make written application thereof.

12.03 a) Trial Period

The successful applicant shall be placed on trial for a three (3) month period. Conditional on satisfactory service, such trial promotion shall become permanent after the specified period. In the event the successful applicant proves unsatisfactory as determined by the Employer 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 and rate without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his former position and rate without loss of seniority.

b) Training

Where no employee from within the bargaining unit is qualified to fill the posted position, however may become qualified with additional training, the Employer shall appoint the senior applicant to the position. Said employee shall receive his regular rate of pay for all hours worked at duties other than those of the posted position.

Said employee shall receive seventy percent (70%) of the difference between the rate of the posted classification and his regular rate of pay for all hours worked training in that classification. Should an employee be training for a lower paid classification, his regular rate of pay shall not be reduced. At the end of the training period (not to exceed one year), said employee shall receive the rate of pay of the posted classification.

c) **On the Job Training**

Whenever an employee receives on the job training to upgrade his qualifications, said employee shall receive seventy percent (70%) of the difference between the hourly rate of pay of the classification he is being trained on and his regular rate of pay, for all hours worked training in that classification.

12.04 **Union Notification**

The Local Union shall be notified of all appointments, hirings, lay-offs, recalls and terminations of permanent employment.

12.05 **Disabled Employees Preference**

Employees who have become unable to handle heavy work to advantage, owing to age or medically validated reasons, shall be given preference to such light work as is available.

ARTICLE 13 - GRIEVANCE PROCEDURE

13.01 The parties to this Agreement are agreed that it is of the utmost importance to address and resolve grievances as quickly as possible.

13.02 A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the collective agreement or a case where the Employer has acted unjustly, improperly or unreasonably.

13.03 In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee and its members/representatives. The Union Grievance Committee and/or its members/representatives will assist any employee upon their request, which it represents, in preparing, processing and presenting his/her grievance in accordance with the grievance procedure.

13.04 Time limits for all steps of the grievance procedure may be extended in writing by mutual consent.

- 13.05 For the purpose of the grievance procedures, "working days" shall be Monday to Friday inclusive, but exclusive of designated holidays.
- 13.06 The Union shall supply the Employer with a list of the members on the Grievance Committee as soon as they are elected/appointed.
- 13.07 Grievances shall be dealt with in the following manner:

Step One

Within fifteen (15) working days following the circumstances giving rise to a dispute, the employee or employees shall put the grievance in writing and take the matter up with the foreman/supervisor. Within five (5) working days of the date that written grievance is received, the foreman/supervisor will advise the employee(s) in writing whether the dispute was denied, granted or resolved. Any resolutions reached at this step shall be without prejudice or precedent. Day one (1) will be the day following the alleged grievance and day five (5) will end at 16:00 hours.

Step Two

If the dispute is not resolved at Step One, the grievance and redress sought shall be put in writing and signed by the employee(s) or the Union. The Union shall file the grievance with the Chief Administrative Officer (CAO) within fifteen (15) working days following the decision of the Step One meeting. The Chief Administrative Officer shall arrange a meeting within five (5) working days of receiving the grievance for the purposes of discussing the grievance with the grievor and Union Representative. The Chief Administrative Officer shall provide a written decision within 5 working days of the meeting.

13.08 Policy Grievances

Where a dispute involving a question of general application or interpretation of the Collective Agreement occurs, a policy grievance may be filed by the Union, commencing at Step 2 within fifteen (15) working days of the circumstances giving rise to the grievance.

13.09 Group Grievances

Where a Group Grievance involves a group of employees, it may be initiated at Step One or filed at Step Two at the Union's option within fifteen (15) working days of the circumstances giving rise to the grievance.

13.10 **Suspension/Discharge/Promotion/Layoff Grievances**

All suspension, discharge, layoff and promotion grievances shall be filed at Step 2 of the grievance procedure within fifteen (15) working days of the circumstances giving rise to the grievance.

13.11 The time limits set out in the Grievance Procedure herein are mandatory and failure to comply with such time limits, except by written agreement of the parties, shall result in the grievance being deemed to have been abandoned, notwithstanding the provisions of Section 48(16) of the Labour Relations Act.

ARTICLE 14 – ARBITRATION

14.01 In the event that the grievance is not resolved in Step 2 the Union, within fifteen (15) working days after the receipt of the written decision of the Chief Administrative Officer, shall refer the grievance to arbitration if the Union intends to pursue it. If no written request for Arbitration is received within fifteen (15) working days after the decision under Step 2 is given, the grievance shall be deemed to have been abandoned.

14.02 Grievances submitted to arbitration shall be determined by a single arbitrator. The parties shall endeavor to reach agreement as to a suitable arbitrator. If the parties are unable to agree upon an Arbitrator within a period of thirty (30) working days, either party shall then request the Minister of Labour for the Province of Ontario to appoint an Arbitrator.

14.03 No matter may be submitted to Arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.

14.04 For the purpose of the arbitration procedure, "working days" shall be Monday to Friday inclusive, but exclusive of designated holidays.

14.05 The Arbitrator shall not have any power to add to, subtract from, alter, modify, or amend in any way, any part of this Agreement nor to consider any matter not specifically contained in this Agreement nor otherwise make any decision inconsistent with this Agreement which expresses the full and complete understanding of the parties on remuneration, benefits and working conditions.

14.06 In case of discipline and/or discharge, the Arbitrator shall have the right to modify such penalty.

14.07 The parties will equally share the expense of the Arbitrator, the cost of the room or rooms in which the arbitration is held.

14.08 The Employer will grant paid leave of absence to a grievor to attend his/her arbitration hearing(s).

14.09 Employee witness(es) summoned to attend arbitration hearings by the Union will be granted unpaid leave of absence by the Employer.

14.10 The time limits set out in the Arbitration Procedure herein are mandatory and failure to comply with such time limits, except by written agreement of the parties, shall result in the grievance being deemed to have been abandoned, notwithstanding the provisions of Section 48(16) of the Labour Relations Act.

14.11 Mediation

Once a grievance has been processed for arbitration both parties may by mutual consent, agree to use the services of a mediator. The parties agree to share the costs of the mediation.

ARTICLE 15 - HOURS OF WORK

15.01 (a) **Hourly Rated Employees - Public Works Department**

(i) **Summer Hours (May 1 to October 31)**

The normal hours of work shall be from 7:00 a.m. to 4:00 p.m. with one (1) hour off for lunch daily, with the exception of Janitor at the Chapleau Civic Centre who will work a minimum of four (4) hours per day and whose hours of work will be scheduled between 5:00 p.m. and 9:00 a.m. and Arena Staff as mentioned in clause 15.01(b).

The normal work week shall consist of forty (40) hours, five (5) eight (8) hour shifts from Monday to Friday inclusive, followed by two (2) consecutive days off with the exception of Landfill Site Operator who will work from Tuesday to Saturday.

(ii) **Winter Hours (November 1 to April 30)**

The winter hours schedule set-out herein will only begin effective November 1, 2024.

Summer hours shall be maintained until such time as the Employer requires Winter Hours.

Hourly rated employees shall work forty (40) hours per week, consisting of five (5) eight (8) hour shifts (exclusive of one (1) hour meal period) followed by two (2) consecutive days off.

Weekend off shall be alternated as much as possible.

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Shift exchanges shall be mutually agreed to, with the understanding that it will not result in overtime payments.

The Employer shall post a two (2) week schedule, giving employees eighteen (18) hours notice.

(b) **Arena Staff:**

The normal hours of work for Arena Staff shall be:

Winter Months:

Day shift: 8:00 a.m. to 4:00 p.m.
Afternoon shift: 3:00 p.m. to 11:00 p.m.

Note: Upon request, the employer shall have the ability to schedule a 5:00 p.m. to 1:00 a.m. shift for special events such as weddings, dances etc.

Summer Months:

(May, June, July and August)

Day shift: 8:00 a.m. to 4:00 p.m.
Afternoon shift: 4:00 p.m. to 12 midnight

15.02 Break Period

All employees shall be entitled to two (2) fifteen (15) minute break periods. One in the first half and one in the last half of each shift to be taken at the discretion of the Employer.

15.03 Shift Work

Hourly paid employees on assigned jobs for night work shall receive a one dollar and fifty cents (\$1.50) per hour differential for all night hours worked between 5:00 p.m. and 8:00 a.m., which is not applicable to overtime work. The parties agree that the Janitorial position is exempt from the shift work premium.

The parties agree that the shift work premium does not apply to work performed during the weekend. In such a case, the weekend premium (Article 15.04) shall only apply.

15.04 Weekend Premium

An employee working during the weekend, defined as Saturday and/or Sunday, shall receive a weekend premium of one dollar and fifty cents (\$1.50) per hour in addition to their regular rate, which is not applicable to overtime work.

The parties agree that the shift work premium (as provided for under Article 15.03) does not apply to work performed during the weekend.

The parties agree that the Janitorial position is exempt from the weekend shift premium.

- 15.05 Hourly paid employees must be notified twenty-four (24) hours in advance prior to commencing shift work other than the normal hours. If twenty-four (24) hours' notice is not given, the overtime rates will prevail for the first shift only.

ARTICLE 16 - OVERTIME

- 16.01 All authorized time worked beyond forty (40) hours per week shall be deemed to be overtime. Said forty (40) hours shall include Paid Holidays, Vacations, Sick Leave and any other leave of absence.

Overtime shall be paid at the rate of time and one half.

Banking of Overtime

1. Maximum: 64 hours at overtime rates and paid at 96 hours at straight time per year.
2. No replenishing of the bank.
3. Time off to be mutually agreed upon between the employee and the Employer. The period of time for the purpose of receiving time off with pay shall be any time from March 1st to June 15th and September 1st to November 15th.
4. Time off with pay not taken prior to November 15th will be paid out on the first pay period following December 1st.
5. The period of time for the purpose of accumulating overtime shall be from January 1st to October 31st.
6. Booking time off shall be in writing, on a first come, first served basis.

16.02 Minimum Call Back

If called to work after regular hours, employees shall be required to do only such work as called for or other emergency work that shall develop and shall receive time and one-half (1/2) for such hours worked, with a minimum of four (4) hours at time and one-half (1/2) and shall not be required to lay-off in regular hours to equalize such overtime.

16.03 No Lay-Off for Overtime

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

The Employer shall retain control over total hours worked.

16.04 Sharing of Overtime

Overtime shall be divided equally where possible among the employees engaged in similar types of operations and who are qualified to perform the work that is available.

ARTICLE 17 - HOLIDAYS

17.01 All permanent employees shall receive one (1) day's pay for not working on the following holidays:

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

It is further agreed that should the provincial government hereinafter declare a day or days to be celebrated as a statutory holiday, then the Employer agrees to grant same with pay.

17.02 Employees required to work on any of the above-mentioned holidays shall be paid at the rate of double (2) time for all hours worked in addition to the day's pay.

17.03 When any of the above holidays in article 17.01 falls on Saturday or Sunday or scheduled day off, the employee shall receive another day off with pay; the following Monday or previous Friday shall be recognized for holiday purposes.

17.04 In order to qualify for payment for a holiday, an employee must work his last scheduled shift immediately prior to the holiday and his first scheduled shift immediately following the holiday. Where an employee is absent due to legitimate illness which is substantiated by a medical certificate by a qualified medical practitioner, such payment for a holiday shall be made from the employees accumulated sick leave if it exists at the time of the holiday.

ARTICLE 18 -VACATIONS

18.01 Length of Vacation

Effective **January 1, 2025**, permanent employees shall be granted vacations with pay in accordance with the following schedule:

- after one (1) completed year of service: 2 weeks at 4%
- after three (3) completed years of service: 3 weeks at 6%
- after seven (7) completed years of service: 4 weeks at 8%
- after thirteen (13) completed years of service: 5 weeks at 10%
- after twenty (20) completed years of service: 6 weeks at 12%

-one (1) week additional vacation at age 55 with a minimum of five (5) years' service, at 2% "Not Compounded", every subsequent year thereafter.

-Applicable to employees hired after January 1, 1996: one (1) week additional vacation at age 55 with a minimum of seven (7) years' service, at 2% "Not Compounded", every subsequent year thereafter.

An employee leaving the service at any time after his anniversary date before he has had his vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation. When an employee dies, his estate shall be credited with the value of vacation credits owing him. All employees eligible for holidays shall take them in the year in which they fall due.

18.02 Holidays During Vacation

If a holiday as in article 17.01 or declared holiday falls or is observed during an employee's vacation period, he shall be granted an additional day's vacation for each such holiday in addition to his regular vacation time. Such day(s) shall be taken at a time mutually agreed upon by the employee and the Employer.

18.03 Preference in Vacations for Hourly Paid Employees

A schedule of holidays shall be drawn up by February 15th and signed by the Foreman and a representative appointed by the hourly paid employees; the schedule to be drawn up so as to interfere as little as possible with the work of the Employer.

Effective January 1, 2025, the parties agree that in the vacation selection process, employees with the highest seniority shall have the first opportunity to choose their preferred two (2) weeks of vacation. Once selected, the process continued sequentially down the seniority list, ensuring equitable distribution of vacation slots among all employees. Thereafter, the process shall restart with employees with the highest seniority then having the first opportunity to choose one (1) additional week vacation at a time. Once selected, the process continues sequentially down the seniority list, ensuring equitable distribution of vacation slots among all employees.

- 18.04 An employee who has more than one (1) year of employment prior to the first Monday in January, the second anniversary of his employment and all subsequent anniversaries thereof, shall for the purposes of **this article**, be deemed to be the first Monday of January of each year.

ARTICLE 19 - SICK LEAVE

19.01 Sick Leave Defined

Sick leave is the period of time an employee is permitted to be absent from work by reason of being sick, disabled, quarantined because of exposure to a contagious disease or because of an accident which is not compensable under the Workers' Compensation Act.

Payment of sick leave shall be made in accordance with the following formulae:

First 89 days at 100% pay to be paid from the employees accumulated sick leave credits. Long term disability under the employee benefit package to commence on day 90 and be paid at the rate of 66.7% of monthly earnings to a maximum of \$2,000.00.

- 19.02 a) For all employees of the bargaining unit who commenced employment on or before December 31, 1999, and having been employed by the Employer for six (6) continuous months or more, shall be entitled to sick leave credit on the basis of one and a half days (1 1/2) days per month of service with the Employer and not exceeding eighteen (18) days for each calendar year. For all employees as of December 31, 1999 shall accumulate unused sick leave credits to a maximum of two hundred and forty (240) days.
- b) For all employees of the bargaining unit commencing employment on or after January 1, 2000, and having been employed by the Employer for six (6) continuous months or more, shall be entitled on January 1st of each calendar year with eighteen (18) days of sick leave credits to be used for sick leave purposes. Sick leave credits may not accumulate from year to year.

19.03 Only employees, employed with the Township of Chapleau as of December 31, 1999, may accumulate a maximum of one hundred and eighty (180) days for retirement purposes. Sick leave for more than two hundred and forty (240) days may be granted at the discretion of Council, if it is supported by a medical certificate by a qualified medical practitioner. Only employees working for the Employer at the time of this Collective Agreement is signed shall be considered for the two hundred and forty (240) days. Only employees employed by the Employer as of January 1st, 1982, shall be entitled to one-half (1/2) of the value of any unused sick leave standing to such employee's credit at the time of severance of his/her employment, at the rate of pay effective immediately prior to such severance.

Notwithstanding the number of days accumulated or the rate of pay effective immediately prior to such severance, the amount paid shall not exceed \$15,000. If discharged for just cause, an employee would not be entitled to any of the foregoing.

19.04 A certificate from a duly qualified medical practitioner shall be deposited with the Clerk by every employee claiming sick leave for any period of sickness of more than three (3) consecutive days and such certificate shall be filed within seven (7) days on returning to work after each and every sickness.

19.05 In the event that an employee continues to be absent from work due to illness, the Employer will continue to meet full payment of his Hospital and Medical Insurance premiums until such employee returns to work after which he shall reimburse the Employer for forty (40%) percent of the amount paid out by the Employer during such period, provided however, that the following limitations shall apply:

- a) for employees with twenty-five (25) years or more of continuous service with the Employer, such period shall not exceed two (2) years;
- b) for employees with fifteen (15) years to twenty-five (25) years of continuous service with the Employer, such period shall not exceed eighteen (18) months;
- c) for employees with one (1) to fifteen (15) years of continuous service with the Employer, such period shall not exceed twelve (12) months;
- d) for employees having completed their probationary period, such period shall not exceed three (3) months.

19.06 Sick leave is payable and deductions shall be made from accumulated sick leave for all days absent for sick leave.

19.07 It is the desire of the Employer and the Union that sick leave be used for the purposes of legitimate illness. Therefore, the Union and the Employer shall co-operate in the prevention of abuse of this Sick Leave Plan, through the use of the Attendance Management Plan.

ARTICLE 20 - LEAVE OF ABSENCE

20.01 Subject to two (2) weeks' advance notice, an employee elected or appointed to represent the Union at a conference, convention or other business, shall be granted a leave of absence without pay and without loss of seniority, such leave not to exceed an aggregate of thirty (30) working days for all employees in the bargaining unit in any one (1) calendar year.

20.02 **Jury Duty**

An employee shall not suffer any loss of wages while serving on jury duty, provided such employee notified the Employer as soon as possible following receipt of his summons and also makes arrangements with the Employer to be available for employment when he is not required for such jury duty. Upon receipt of the jury pay statement, the Employer shall pay over to the employee the difference between his regular daily pay and the jury duty pay.

20.03 **Leave of Union Officers**

In the event one employee is selected for a full-time position with the Union, he will be granted leave of absence without pay and without loss of seniority by the Employer for a period of one year.

20.04 In the event an employee is accused of a criminal offence which requires a court appearance, he shall be given an automatic leave of absence without loss of seniority but without pay. In the event the accused employee is jailed and awaiting a court appearance, he shall be given an automatic leave of absence without loss of seniority but without pay. In the event the accused employee is found guilty and sentenced, he may, at the discretion of the Employer, receive a leave of absence without loss of seniority but without pay, to cover the period of the sentence.

20.05 **Bereavement Leave**

An employee will be granted five (5) days leave of absence without loss of wages in order to attend the funeral, to travel to and from the place of the funeral, and/or to make the funeral arrangements for immediate relatives and they are defined to mean: mother, father, mother-in-law, father-in-law, brother, sister, spouse, son, daughter, sister-in-law, brother-in-law, grandparents, grandchildren or such other relative as may have been a member of the employee's household at the time of death. Such leave may be extended at the request of the employee without loss of seniority and without pay.

An employee will be granted three (3) days leave of absence without loss of wages in order to attend the funeral, to travel to and from the place of the funeral, and/or to make the funeral arrangements for the following relatives and they are defined to mean: the employee's step mother, step father, aunts and uncles.

20.06 General Leave

An employee shall request a personal leave of absence in writing and such leave may be granted at the discretion of the Employer. Such leave shall not be unreasonably withheld.

20.07 Employees may apply to the Corporation when absence is required to attend to medical or dental or emergency illness of an immediate family member (wife, husband, children). The Corporation shall review each request and will approve the day(s) absence upon receipt of a certificate from the Doctor or Dentist.

The days absent shall be charged against the employee's accumulated sick leave to a maximum of six (6) days per year.

ARTICLE 21 - PAYMENT OF WAGES

21.01 Pay During Temporary Transfers

If an employee substitutes on any job, he shall receive the rate for the job or his regular rate, whichever is the greater.

21.02 Relieving in Higher and Lower Grade in the bargaining unit

When an employee is assigned to a bargaining unit position of higher rating, they shall receive the rate for the position in which they are assigned for the full period of the assignment.

When an employee is assigned to a bargaining unit position of a lower rating, they shall maintain their regular rate of pay while so assigned.

21.03 Long Service Pay

a) Long service pay shall be paid at the following rates:

- after two (2) years of service:	\$100.00
- after seven (7) years of service:	\$145.00
- after ten (10) years of service:	\$190.00
- after fifteen (15) years of service:	\$235.00
- after twenty (20) years of service:	\$280.00

- b) Each member shall receive his service pay in one (1) instalment on the first pay in December in the year of his entitlement and in succeeding years at the rate heretofore listed.
- c) In the event that a member leaves his service prior to the normal payment of service pay, he shall be paid on a pro rata basis for the portion of the year served.
- d) In the event of a member's death, the Employer agrees to pay to the estate of the member, an amount equal to the service pay entitlement for that year.

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

ARTICLE 22 - NEW JOBS

22.01 The parties hereto agree to negotiate the pay rate to be applied to any new job created during the effective period of this Agreement.

ARTICLE 23 - SAFETY

23.01 The parties hereby agree to appoint a Joint Safety Committee of two (2) employees appointed by the Union and two (2) members appointed by the Employer who shall meet to discuss and if possible provide understanding of safety matters of mutual interest between the parties. The Committee shall meet from time to time as agreed between the parties and all matters for discussion shall be submitted to the Clerk-Administrator or Union Committee Chairman, as the case may be, previous to each meeting to be placed on the agenda.

23.02 Essential and necessary tools, safety equipment shall be supplied when and where need. First aid kits shall be kept on all trucks at all times and drivers shall be held responsible for kits and contents and shall report every use to the Foreman. When men are employed in excavation work, there shall be a man on the surface of the ground to ensure the safety of the men engaged in the trench and to assist in carrying out the work.

23.03 An employee who is injured during working hours and is required to leave for treatment or is sent home for such injury, shall receive payment for the remainder of the shift at his regular rate of pay provided that a doctor or nurse states that the employee is unfit for further work on that shift.

23.04 Where employees are required by the Employer to wear safety equipment that the Employer deems necessary for the safety of the employee, such safety equipment shall be provided by the Employer at no cost to the employee.

ARTICLE 24 – WELFARE BENEFITS

- 24.01 The Pension Plan established under the Ontario Municipal Employees Retirement System shall be adopted by the Employer and the Union.
- 24.02 It is understood that long service employees shall be afforded the maximum allowance of past service recognition.
- 24.03 The Employer agrees to pay the total cost, one hundred percent (100%) of the following plans:

For Employees:

- Life Insurance Plan: \$ 60,000.00
- Accidental Death and Dismemberment: \$60,000.00
- Long Term Disability Plan which pays 66.7% of monthly insurable earnings, to a maximum of \$3,000.00, commencing on day 90.

For Employees and Dependents:

- Dental Plan which includes: 60% coverage for orthodontics, 1 preventative visit per year and 1 scaling/cleaning per year.
 - Drug Plan, which covers 90% of the total cost.
 - Paramedical benefits (which extends coverage for Acupuncturist, Chiropractor, Dietician, Masseur, Naturopath, Osteopath, Physiotherapist, Podiatrist/Chiropodist, Psychologists/Social Worker, Speech Therapist), which covers 50% of the total cost up to \$500.00.
 - Vision Care: The Employer agrees to pay under a vision care package, \$450.00 every two years, per employee and per dependent.
- 24.04 Where the Employer requires employees who wear prescription glasses to acquire new safety lens glasses to be worn on the job, the cost of such new safety lens glasses shall be borne by the Employer at one hundred (100%) percent.
- 24.05 It is agreed that part-time employees will receive all benefits as per the current agreement on a pro-rata basis. It is further agreed that both parties will equally share in the cost of the premium (50/50), with the Employer deducting the employee's portion directly from payroll.

- 24.06 It is understood that the Employer may at any time substitute another carrier for any plan provided the benefits conferred thereby are not in total decreased. Before making such a substitution, the Employer shall notify the Union to explain the proposed change. Upon a request by the Union, the Employer shall provide to the Union, full specifications of the benefit programs contracted for and in effect for employees covered herein.

ARTICLE 25 - CLOTHING

- 25.01 The Employer is to be responsible for providing rubber boots, rubber suits, rain hats, rubber gloves for the employees of all departments as circumstances warrant and for the replacement of worn suits, provided there is no negligence on the employee's part. In the case of the replacement of worn or damaged clothing, the employee is required to return to the Employer the damaged work wear.
- 25.02 The Employer shall pay upon receipt of a bill of sale, to each employee required to wear safety footwear an amount up to \$350.00 per year towards the cost of safety boots.
- 25.03 The Employer shall purchase a total of fifteen (15) pairs of coveralls (winter and summer) per year to be used by employees who are required to wear same while on duty.

ARTICLE 26 - COPIES OF AGREEMENT

- 26.01 The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and his rights and duties under it. For this reason, the parties shall reproduce copies of the Agreement within thirty (30) days of signing and issue a copy to each employee, such to be borne equally by the Union and the Employer.

ARTICLE 27 - MISCELLANEOUS

- 27.01 The Employer shall replace the mechanics' tools which are broken in the performance of work for the Employer provided the mechanic turns in to the Employer the broken tool.
- 27.02 As a condition of permanent employment with the Employer, on and after July 1st, 1969, all new employees shall be accessible by telephone.
- 27.03 The following positions were abolished on January 1st, 1997:
- Refuse Vehicle Operator
 - Sewage Maintenance
 - Stockroom Clerk
 - Refuse Vehicle Assistant
 - Labour Incumbent
 - Janitor

Parks Maintenance
Arena Maintenance
Cemetery Maintenance

The Employer agrees however that should the above positions be reinstated at any time, they shall be reinstated in accordance to the Job Posting provisions of this Agreement. The rates of pay for these positions shall be negotiated prior to the said posting.


ARTICLE 28 - TERMINATION


- 28.01 This Agreement shall remain in force from January 1st, 2024, and shall continue in force to December 31st, 2028, and from year to year thereafter unless in any year not more than ninety (90) days before the date of its termination, either party shall furnish the other with notice of termination of or proposed revision of this Agreement.
- 28.02 In the case of service by post, service shall be deemed to have been effected when the registered letter is delivered to and left at the said address.

IN WITNESS WHEREOF each of the parties hereto has caused this Agreement to be signed by its duly authorized representatives as of the date and year first above written.

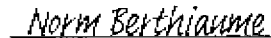
SIGNED THIS 18 DAY OF April 2024.

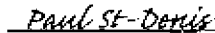
For The Corporation of the Township of Chapleau


Paul Bernier (Apr 18, 2024 18:22 EDT)


Judith Meyntz (Apr 18, 2024 16:44 EDT)

For the Canadian Union of Public Employees and its Local 887


Norm Berthiaume (Apr 18, 2024 15:04 EDT)


Paul St Denis (Apr 23, 2024 17:38 EDT)


Priscilla Jacobs (Apr 18, 2024 17:42 EDT)

Nc/cope 491

SCHEDULE "A"
WAGES

Classification	Effective January 1, 2024 4%	Effective January 1, 2025 3.5%	Effective January 1, 2026 3%	Effective January 1, 2027 2%	Effective January 1 2028 2.5%
Operator Mechanic	38.56	39.91	41.11	41.93	42.98
Probationary Rate	32.79	33.94	34.96	35.66	36.55
Sub Foreperson	34.30	35.50	36.57	37.30	38.23
Probationary Rate	29.16	30.18	31.09	31.71	32.50
Equipment Operator 1	31.76	32.87	33.86	34.54	35.40
Probationary Rate	26.99	27.93	28.77	29.35	30.08
Equipment Operator 11	30.58	31.65	32.60	33.25	34.08
Probationary Rate	25.99	26.90	27.71	28.26	28.97
Labourer	29.58	30.62	31.54	32.17	32.97
Probationary Rate	25.17	26.05	26.83	27.37	28.05
Casual	29.02	30.04	30.94	31.56	32.35
Probationary Rate	20.80	21.53	22.18	22.62	23.19

Employees hired under Government programs will be paid in accordance with the rates set out by that program. Such rates shall be forwarded to the Union prior to the hiring of employees under the program.

Retroactivity shall apply to all employees past and present and shall be based on all hours paid. Retroactivity shall apply to wages and shift differential. All other items are effective on date of ratification or as otherwise herein set out.

LETTER OF UNDERSTANDING – APPENDIX “B”

BETWEEN

**THE CORPORATION OF THE TOWNSHIP OF CHAPLEAU
AND
CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 887**

RE: Returning contracted out duties to the bargaining unit

Whereas the employer presently contracts out work to K.R. McAdam Services and Whereas the work contracted out was previously performed by bargaining unit members Whereas the employer agrees to return some of the work to the bargaining unit

Therefore, the employer agrees to return the following work:


- Cemetery Maintenance: This involves the filling in of sunken graves, most notable after spring thaw or heavy rain.
- Mow lawns at cemeteries (2): These two cemeteries are near Peace park within the Town of Chapleau.
- Mow lawn at Civic Center: This is the mowing of grass at our Municipal Office on an as needed basis.
- Sand Removal on Bridge and Sweeping: This involves the annual removal of winter sand, which was spread during the winter sanding and salting activities.
- Snow removal at the Civic Center: This involves the removal of snow from walkways at our Municipal Office on an as needed basis.

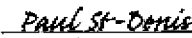
The employer further agrees to offer training to the present employees in order to have a “back up” worker trained to operate a grader and will not assign the work to non-bargaining unit employee(s), sub contractors or contractors.


SIGNED THIS 18 DAY OF April 2024.

**FOR THE CORPORATION OF THE
TOWNSHIP OF CHAPLEAU**

**FOR THE CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 887**


Paul Bernier (Apr 18, 2024 18:22 EDT)


Paul St-Denis (Apr 23, 2024 17:38 EDT)


Judith Meyntz (Apr 18, 2024 16:44 EDT)


Priscilla Jacobs (Apr 18, 2024 17:42 EDT)

CUPE Local 887 – Collective Agreement effective January 1st, 2024 to December 31st, 2028

LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE TOWNSHIP OF CHAPLEAU

-and-

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 887

Re: On-Call Duties for Winter Hours/Winter Control

In order to provide consistent and reliable winter control services during the winter months (November 1 to April 30) a rotational on-call system shall be implemented by the Employer effective November 1, 2024. The particulars of the on-call system for winter hours/winter control are as follows:


1. The Employer shall establish an on-call rotation schedule for employees involved in winter control.
2. All permanent public works bargaining unit employees shall be part of the on-call rotation schedule.
3. The rotation schedule shall be communicated to employees, in advance, indicating the start and end times of on-call periods.
4. Changes to the on-call rotation schedule shall be communicated with reasonable notice (24 hours), and efforts shall be made to accommodate employee preferences when possible.
5. When an employee is advised that he/she is “on-call”, meaning available by telephone contact, he/she shall be paid \$2.00 per hour for maintaining a phone for on-call purposes (ie. holding the phone).
6. Employees will receive on-call pay only for the time spent actively holding the on-call phone outside regular working hours. They are not entitled to on-call pay during regular working hours, **except** during the unpaid lunch break.
7. Employees on-call shall provide accurate contact information to the Employer. Employee must also be reachable during their on-call period and respond promptly to any calls from the Employer (ie. within 30 minutes).


8. On-call duty shall be equally divided among the employees who are qualified to perform the work.
9. Bargaining unit members may modify their on-call schedules through mutual agreement with other members within the bargaining unit, subject to approval by management. Such modifications shall be made in writing and submitted to management for review and approval.


SIGNED THIS 18 DAY OF April 2024.


**FOR THE CORPORATION OF THE
TOWNSHIP OF CHAPLEAU**


**FOR THE CANADIAN UNION OF
PUBLIC EMPLOYEES AND ITS LOCAL
887**


 Paul Bernier (Apr 18, 2024 18:22 EDT)


 Norm Berthiaume (Apr 18, 2024 15:04 EDT)


 Judith Meyntz (Apr 18, 2024 16:44 EDT)


 Paul St-Denis (Apr 23, 2024 17:38 EDT)


 Priscilla Jacobs (Apr 18, 2024 17:42 EDT)

LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE TOWNSHIP OF CHAPLEAU

-and-

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 887

LETTER OF UNDERSTANDING

BETWEEN

**THE CORPORATION OF THE TOWNSHIP OF
CHAPLEAU**

-and-

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 887

Re: Stipend for Operator In Charge (OIC) (Water/Wastewater) Designation

WHEREAS the Employer recognizes the value of having an employee (or employees) designated as an Operator In Charge (OIC).

AND WHEREAS the Employer wants to create an incentive for an employee (or employees) to attain and maintain the OIC designation.


THEREFORE, the parties agree to the following:


1. It is understood and agreed that the OIC designation is optional and not mandatory.
2. Employees who attain and maintain the OIC designation for water and wastewater shall receive a monetary increase of \$1.50 per hour worked at all times.
3. The increase is contingent upon successful completion of the requisite training sessions required for the OIC training.

4. Employees who decide to pursue their OIC designation are required to attend training sessions to secure and maintain their OIC designation. Such sessions shall be scheduled outside of regular working hours and at the employee's own expense. It is agreed that the time spent in the training sessions will not be compensated by the Employer.
5. Upon successful completion of the OIC training sessions, employees may submit reimbursement requests for documented expenses incurred during the training, including but not limited to registration fees, travel and accommodation (if applicable). Reimbursement shall be subject to review and approval by the Employer.
6. Employees shall also attend OIC training sessions at intervals specified by the relevant regulatory body or as established by industry standards. The frequency and duration of these sessions may vary, and employees are responsible for staying informed about upcoming training opportunities. Such sessions shall be scheduled outside of regular working hours and at the employee's own expense. The time spent in these training sessions will not be compensated by the Employer.
7. The monetary increase for maintaining the OIC designation shall be effective the first pay period following the successful completion of the required training sessions.
8. Employees who do not maintain their OIC designation (after having acquired it) shall lose the stipend and revert back to their regular hourly rate. This adjustment would be effective the date the designation lapsed.


SIGNED THIS 18 DAY OF April 2024.


FOR THE CORPORATION OF THE TOWNSHIP OF CHAPLEAU



 Paul Bernier (Apr 18, 2024 18:22 EDT)


 Judith Meyntz (Apr 18, 2024 16:44 EDT)

FOR THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 887


 Norm Berthiaume (Apr 18, 2024 15:04 EDT)


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