

COLLECTIVE AGREEMENT

BETWEEN

CUPE / *Canadian Union
of Public Employees*
AND ITS LOCAL 127
(Hereinafter called the "Union")

AND



(Hereinafter called the "Employer")

Effective date:
July 1st, 2024, to June 30th, 2028

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ARTICLE 1 – GENERAL PURPOSE

1.01 Defined

The parties agree that the general purpose of this Agreement is to promote the mutual interests of the Corporation and its employees; to provide for efficient operation of the Corporation under methods which will further to the fullest extent possible the safety and welfare of the employees; to provide orderly collective bargaining relations between the Corporation and the Union; to assure prompt and equitable disposition of the grievances; and to maintain mutually satisfactory hours, wages and working conditions for the employees covered by this Agreement.

ARTICLE 2 – MANAGEMENT RIGHTS

Except where specifically restricted by the terms of this Collective Agreement, it is the exclusive right and function of the Employer to manage and direct its operations and affairs in all respects. The question of whether any of these rights is limited by this Collective Agreement shall be decided through the grievance and arbitration procedure.

ARTICLE 3 – SCOPE AND RECOGNITION

3.01 Bargaining Unit

The Corporation hereby recognizes the Union as the sole and exclusive collective bargaining agent for all of its employees save and except:

Town Manager
Deputy Clerk Treasurer
Public Works Superintendent
Fire Chief
By-law Enforcement Officer

3.02 Representatives of the Canadian Union of Public Employees

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Corporation. Such representatives(s)/ advisor(s) shall have access to the Corporation's premises in order to deal with any matters arising out of this collective agreement.

3.03 No Other Agreements

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

3.04 Agreement to Negotiate

The parties hereby agree to negotiate with each other and/or their authorized representatives or committees on all matters affecting the relationships between the parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them.

ARTICLE 4 - NO DISCRIMINATION AND NO STRIKES OR LOCKOUTS

4.01 Discrimination

The Corporation and Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee in the manner of hiring, wage rates, training, upgrading, promotion, transfer, lay-off, recall, discipline, discharge, or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, sex or marital status, place of residence, nor by reason of membership or activity in the Union.

4.02 Respectful Workplace

The Employer and the Union jointly affirm that every employee shall be entitled to a respectful workplace. The environment must be free of behaviours such as discrimination, harassment, bullying, disruptive workplace conflict and disrespectful behaviour. The principal of fair treatment is a fundamental one and both the Employer and the Union will not condone any improper behaviour on the part of any person which would jeopardize an employee's and/or the Employer's dignity and wellbeing or undermine work relationships and productivity. In addition, the parties agree that a respectful workplace includes a safe and healthy workplace.

4.03 No Strikes or Lockouts

In view of the orderly procedures established by this agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the life of this agreement, there shall be no strikes, slow-downs, or stoppage of, or other interference with work, which would cause any interruption of Municipal Services. The Employer agrees that there shall be no lockout, in accordance with Provincial Government Laws and Regulations for the life of the Collective Agreement.

ARTICLE 5 - UNION SECURITY AND CHECKOFF

5.01 Union Security

Bargaining Unit employees of the Employer, shall, as a condition of continuing employment, become and remain members in good standing of the Union, according to the Constitution and By-Laws of the Union. The Employer shall deduct from every employee any dues, initiation fees, or assessments levied by the Union on its members.

5.02 Deductions

Deductions shall be made from the bi-weekly payroll and shall be forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees, by no later than the 15th day of the month following, accompanied by a list of the names addresses and phone numbers of all employees from whose wage deductions have been made. This list shall also include the names and addresses of the employees of the bargaining unit terminated during that month. A copy of this list shall also be forwarded to the Secretary of the Local Union.

5.03 Work of the Bargaining Unit

Non-bargaining unit employees shall not perform work normally done by members of the bargaining unit except in cases of emergency, as identified by the Public Works Superintendent and or designated lead hand instruction, training on equipment or where bargaining unit personnel are not immediately available to perform their normal duties or where client service is jeopardized.

5.04 New Employees

The Employer agrees to acquaint new bargaining unit employees with the fact that a Union Agreement is in effect and with the conditions of employment set out in the Articles dealing with Union Security and Dues Check. All newly hired Employees will receive a copy of the Collective Agreement and the name of the President.

5.05 T4 Slips

Union dues deducted from the pay of each employee shall be shown on the employee's T4 slip.

5.06 Contracting Out

Any subcontracting by the Municipal Corporation shall not in any way affect the jobs, classifications, or working conditions of any employees and/or positions.

ARTICLE 6 – DEFINITIONS

6.01 Full Time Employee – Public Works

Is an employee who is regularly scheduled to work 40 hours per week, 8 hours per day. (as per article 16.01 a)

Office Staff

Is an employee who is regularly scheduled 37.5 hours per week, 7.5 hours per day. (as per article 16.01b)

6.02 Part-Time Employee

Is an employee who regularly works not more than 24 hours per week.

6.03 Continuous Employment

Means unbroken service commencing on the first day of employment as a permanent full-time or permanent part-time employee in the employ of the Corporation.

6.04 Probationary Employees

A probationary Employee shall be defined to mean an employee employed in the service of the Employer during the Probationary Period.

6.05 Permanent Employee

A Permanent Employee shall be defined to mean an employee employed in the service of the Employer who has successfully completed the Probationary Period.

6.06 Temporary Employee/Seasonal Employee

A Temporary Employee/Seasonal Employee shall be defined to mean an employee hired for seasonal employment within the meaning of the article governing Temporary/Seasonal Employees which is hereby incorporated into and forms part of this Collective Agreement.

The Employer and the Union confirm the following mutual understanding:

1. The continuous employment, seniority and termination rights of a Temporary Employee shall be governed by this article, rather than the relevant provisions of the Collective Agreement;
2. For the purposes of this article, and except as otherwise specified in Paragraph #6 below, Temporary Employee shall mean an employee who is normally hired to work for a period no longer than seven (7) consecutive months in the service of the Employer and shall specifically include, without limitation:
3. Except as otherwise provided in this article, a Temporary Employee shall not establish continuous employment or accrue any seniority rights, except when such an employee remains in the employment of the Employer for a period of more than seven (7) consecutive months. If the Temporary Employee remains in the employment of the Employer for more than seven (7) consecutive months, then, the Temporary Employee shall automatically qualify as a regular bargaining unit employee. For such an employee, their seniority shall then be established from their last date of continuous service with the Employer;

4. All Temporary Employees employed by the Employer in two (2) or more successive years shall be placed on a Temporary Seniority List and shall be given preference for subsequent rehire for temporary work provided that the Temporary Employee has, in the opinion of the Employer, the necessary skill, ability and satisfactory work performance record to perform the subject temporary work. Further, a Temporary Employee on the Temporary Seniority List will also be given preference for a vacant non-temporary position, provided that no Permanent Employee successfully posts for the vacancy and further provided that the subject Temporary Employee has, in the opinion of the Employer, the necessary skill, ability and satisfactory work performance record to perform the subject work;
5. The employment of a Temporary Employee may be terminated at any time, at the sole discretion of the Employer, for any non-discriminatory reason, during the specified period of hire or during the first seven (7) consecutive months of employment;
6. Notwithstanding the foregoing, the Parties agree that a Temporary Employee hired as a result of a pregnancy or parental leave shall be governed by this article for the first twelve (12) months of employment;
7. Temporary Employees shall not be entitled to any benefits and shall not accrue any seniority except as set out in this article; and,
8. If a Temporary Employee is subsequently hired on a regular full-time employment basis, then, they shall be credited with seniority calculated in accordance with the article on Calculation of Seniority.

6.07 Casual Employee

A casual employee in the bargaining unit who is employed on a relief or replacement basis and who is available for call-ins as circumstances require.

6.08 Students

A Student is defined as an Employee who is presently enrolled in a recognized educational institution and is returning to school in the next term. Students are generally hired between May and September of each year and their employment will end no later than September 15th of each year they are employed by the Employer. Students will not be entitled to any benefits, will not accrue any seniority, will pay union dues and as such will be members of the CUPE Local 127 bargaining unit. The rate of pay for the students will be as per the current Provincial Minimum Wage Rate.

Further, it is recognized that Students may also be hired on an as required basis from time to time throughout the year.

ARTICLE 7 - PROBATIONARY PERIOD

7.01 All employees, other than Temporary Employees/Seasonal Employees (who are governed by the applicable Letter of Agreement), are required to serve a Probationary Period of six (6) months worked and will have no seniority rights until the Probationary Period is successfully completed.

With written consent of the Employer, the probationary employee and the Bargaining Unit President or designate, such probationary period may be extended. Where the Employer requests an extension, it will provide notice to the Union at least five (5) working days prior to the expected date of the expiration of the initial probationary period. It is understood and agreed to that any extension to the probationary period will not exceed sixty (60) days worked.

7.02 After successful completion of the Probationary Period, an employee shall be credited with seniority from the last date of hire with the Employer.

ARTICLE 8 – CORRESPONDENCE

All correspondence between the parties, arising out of this Agreement or incidental thereto shall pass to and from the Clerk-Treasurer/Administrator or their designate and the Secretary of the Union with a copy sent to the Local President and National Representative of the Union.

ARTICLE 9 - UNION / MANAGEMENT RELATIONS

9.01 a) Representation

No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper written authorization from the Union. In order that this may be carried out, the Union will supply the Employer with the names of its officers. Similarly, the Employer shall supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

b) Union Officers and Committee Members

Union officers and committee members shall be entitled to leave their work during working hours in order to carry out their functions under this agreement, without loss of remuneration including, but not limited to, the investigation and processing of grievances, attendance at meetings with the Employer, participation in negotiations and arbitration. Permission to leave work during working hours for such purposes shall first be obtained from the immediate supervisor. Such permission shall not be unreasonably withheld. All time spent in performing such union duties, including work performed on various committees, shall be considered as time worked.

9.02 Bargaining Committee

A Bargaining Committee shall be appointed and consist of not more than three (3) members of the Corporation including advisors and not more than two (2) members of the Union and National Representative. The Union will advise the Corporation in writing of the Union nominees to the Committee.

9.03 Health and Safety Committee

- (a) The parties agree to abide by the Occupational Health and Safety Act and its regulations. The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the workplace, in order to prevent injury and illness.
- (b) A joint management and employees Health and Safety Committee shall be constituted with two (2) representatives of employees from the bargaining unit and of the managers, which shall identify potential dangers, recommend means of improving the health and safety programs and obtaining information from the Employer or other persons respecting the identification of hazards and standards elsewhere. The union representatives will be appointed by its members. The committee shall normally meet at least quarterly (4 times a year). Scheduled time spent in such meetings is to be considered to be time worked. Minutes shall be taken of all meetings and copies shall be sent to the Employer and to the Union.
- (c) Upon request, the Joint Health and Safety Committee and the representatives thereof shall have reasonable access to available data from the WSIB relating to the number of work accident fatalities, the number of lost workday cases, the number of lost workdays, the number of non-fatal cases that required medical aid without lost workdays, the incidence of occupational injuries, and such other data, as the WSIB may decide to disclose. The parties agree that any and all disclosure is subject to the Freedom of Information and Protection of Privacy Act, in addition to the Workplace Safety and Insurance Act.
- (d) The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.
- (e) The Corporation agrees to cooperate reasonably in providing necessary information to enable the committee to fulfil its functions, subject to any restrictions imposed upon it pursuant to the Freedom of Information and Protection of Privacy Act, in addition to the Workplace Safety and Insurance Act.

ARTICLE 10- GRIEVANCE PROCEDURE

10.01 Definition of a Grievance

A grievance is defined as any request for the resolution of any differences between the parties, which arises out of the interpretation of, application of, administration of, or alleged violation of this Agreement, or the unjust improper or unreasonable actions of either party in regards to this Agreement.

10.02 Instituting Grievances by Either Party

Either party to this Agreement has the right to originate a grievance (the Union on behalf of an employee or a group of employees, and the Corporation on behalf of the ratepayers).

10.03 Definition of a Working Day

Within the articles relating to grievances, discharges and discipline, a working day shall be defined as a day other than Saturday, Sunday or a holiday recognized under this Agreement.

10.04 Time Limits are Mandatory

The time limits relative to grievances and arbitration procedures under this Agreement are mandatory and not simply directory, unless otherwise agreed to between the parties. It is agreed between the parties, that failure to process a complaint, or grievance or arbitration within specified time limits will be an absolute bar to further proceedings and in such cases the complaint, grievance or arbitration proceeding will be forfeited and be deemed to have been abandoned.

10.05 Request for Staff Representative

An employee shall be entitled to be accompanied by a staff representative of CUPE at all stages of the grievance procedure.

10.06 Wage Grievances

When a grievance which affects an employee's rate of pay is settled in their favour, it shall be made retroactive to the time the grievance occurred.

10.07 Complaint Stage is Mandatory Prior to a Grievance

Prior to a grievance being submitted by the Union, the employee involved shall submit a verbal complaint outlining the nature of the anticipated grievance. The complaint shall be submitted to his or her immediate supervisor within five (5) working days of the event or within five (5) working days of the date when the employee became aware of or ought reasonably to have become aware of the event which gives rise to the complaint.

The immediate supervisor shall provide an oral response concerning the complaint to the employee within five (5) working days of having received the complaint.

10.08 Grievance Procedure Step #1

In the event the employee is not satisfied with the oral decision of the immediate supervisor issued as a result of the complaint, the employee may within five (5) working days of the receipt of such decision submit a grievance in writing to his or her Department Head. The grievance shall specify the provision of this Agreement, which is alleged to have been violated, and a brief summary of the facts in support of the position being taken. The grievance shall be signed by the employee of the Union.

When the employee submits the grievance to the Department Head, he or she may require that a meeting be held within five (5) working days of the submission of the grievance. Such meeting shall be attended by the employee, the employee's steward (at the option of the employee), the employee's immediate supervisor, and the Department Head.

The Department Head shall respond to the employee's grievance in writing within ten (10) working days of the submission of the grievance, or in the event a meeting is held, within ten (10) working days following the meeting.

10.09 Grievance Procedure Step #2

In the event the employee is not satisfied with the written decision of the Department Head provided in Step #1, they may within five (5) working days of the receipt of same, submit the grievance in writing to the Town Manager. Within thirty (30) working days of receipt of the grievance, a meeting shall be held at which the following persons shall attend: the Mayor and two (2) members of Council, the employee and the employee's steward or other representative of CUPE. Not later than ten (10) working days following this meeting, the Clerk of the Corporation shall respond to the grievance in writing on behalf of the Corporation.

10.10 Grievance Procedure Step # 3

- 1) In the event the grievor is not satisfied with the written decision of the Corporation provided pursuant to Step #2, the grievor may require the arbitration of the grievance by providing written notice to the Town Manager to that effect within thirty (30) days of the mailing of the decision of the Corporation under Step #2. If the grievor fails to provide such written notice within this time frame, they shall be deemed to have accepted the decision of the Corporation issued under Step #2.
- 2) Within 30 days after written notice is given to the Corporation by the union, each party will appoint a nominee to an Arbitration Board and will promptly advise the other party of their decision.

- 3) The two nominees will then attempt to agree upon a chairperson, and if they cannot agree within a further thirty (30) working days, then a chairperson shall be appointed by the Minister of Labour at the request of either party.
- 4) Each of the parties shall bear the fees and expenses of the nominee appointed by it, and the parties shall jointly and equally bear the expense and fees of the chairperson.
- 5) The Employer and the Union agree that by mutual written agreement of the parties, a Sole Arbitrator may be substituted for a Board of Arbitration. The appointment and jurisdiction of the Arbitrator shall conform to the provisions of this Article. Each party shall pay one-half (1/2) of the fees and expenses of the arbitrator and any costs of the place of hearing such arbitration if and when the necessity arises.
- 6) This Collective Agreement may only be altered, modified, or amended by the parties to it, and no arbitrator or Arbitration Board shall have the right to alter, modify, amend, add to or delete from any part of this Agreement or to make any decision inconsistent with the provisions hereof.
- 7) To the extent possible, all parties shall expedite the arbitration process. The decision of a majority of the Board or in the absence of a majority, the decision of the chairperson shall be binding upon the parties.
- 8) Upon agreement by the parties, the time limits as set out in Step 3 of Article 5 for the submission of a grievance to Arbitration may be extended to allow sufficient time for a Grievance Mediator to meet with the parties to attempt to resolve the grievance. Each party shall pay one-half (1/2) of the fees and expenses of the mediator and any costs of the place of meeting if and when the necessity arises.

ARTICLE 11 - DISCHARGE, SUSPENSION AND DISCIPLINE

11.01 Clearing the File

After the completion of twenty-four (24) clear months wherein no additional disciplinary notations have been placed on the employee's record, such disciplinary warning shall not support further disciplinary action.

11.02 Discharge and Discipline Procedure

- (a) The Employer may, when acting in good faith, demote, discipline, suspend or discharge a Probationary Employee for any non-discriminatory reason, provided that a Probationary Employee shall have recourse to the grievance procedure.

- (b) A Permanent Employee may be dismissed or disciplined for just cause. Whenever the Employer or a representative of the Employer deems it necessary to dismiss or discipline an employee in a manner indicating that dismissal may follow any repetition of the act complained of or omission referred to, or that dismissal may follow if such employee fails to bring their work up to a required standard, the Employer shall, within five (5) working days thereafter, hold a meeting with the employee and a Union Steward, if requested to do so by either. A letter with written particulars shall be given to the employee and a copy sent to the Secretary of the Union.

11.03 Access to Personnel File

An employee, on making an appointment, shall have the right during normal business hours of the administration office to have access to have a copy of and review their personnel file. The employee is entitled to receive a copy of the file if requested. An employee shall have the right to respond in writing to any document contained therein. Such reply shall become part of the permanent record.

11.04 Right to have Steward present

Where a Supervisor or other Employer representative intends to interview an employee concerning any matter that might reasonably be anticipated to result in disciplinary action, then, the Employer shall notify the President of Local 127 and the employee sufficiently in advance of the interview to arrange for a Union Representative to attend the interview. In no circumstances shall the interview be delayed more than twenty-four (24) hours to permit such attendance.

ARTICLE 12 – SENIORITY

12.01 Defined

Seniority is defined as the length of service in the bargaining unit and shall govern all promotions, demotions, transfers, lay-offs, and recalls within the bargaining unit provided the employee with the longest service is qualified to fill the position.

12.02 Probationary Laid off First

Should circumstances require a reduction in the working force in the Public Works Department or office staff employees, probationary employees shall be laid off first and then following with employees with the least seniority.

12.03 Call Back

When an employee has been laid off under 12.02 of this Agreement, and jobs have re-opened within their Department, the employee shall be called back to work on a seniority basis.

12.04 Notification

When an employee is recalled by the Corporation, they shall be notified by registered mail sent to their last address as known to the Corporation. A laid off employee who is so notified shall report to work on the date specified by the Corporation failing which they shall be deemed to have been discharged for just cause, provided that if on the date of notification the employee is employed elsewhere, they shall be allowed fourteen (14) days from the date of such notification to report back to work, failing which they shall be deemed to have been discharged for just cause.

12.05 Seniority ceases

Seniority shall cease, and employment shall terminate for any of the following reasons:

- a) If the employee resigns.
- b) If an employee is discharged and such discharge is not subsequently reversed through the grievance or arbitration procedure.
- c) If an employee is absent without leave for 48 hours.
- d) If a laid-off employee fails to return within fourteen (14) working days of a recall to a position for which they are qualified. Such recall notice shall be by registered mail to the last filed address filed by the employee.
- e) If an employee overstays a leave of absence.
- f) Upon retirement.
- g) After twenty-four (24) months of lay-off.

12.06 No Loss of Seniority

An employee shall not lose seniority because of sickness, disability, accident, maternity, parental or leave approved by the Corporation.

ARTICLE 13 – JOB POSTING

13.01 Job Posting

- a) Where a permanent vacancy occurs in a classification within the bargaining unit or a new position within the bargaining unit is established by the Corporation, such vacancy shall be posted for a period of seven (7) consecutive calendar days. Applications for such vacancy shall be made in writing within seven (7) day period referred to herein.
- b) The posting shall stipulate the qualifications, classification, rate of pay, and a copy shall be provided to the secretary of the Union.
- c) In matters of promotion and staff transfer, appointments shall be made of the senior applicant able to meet the normal requirements of the job.

ARTICLE 14 – VACATIONS AND PAID HOLIDAYS

14.01 Vacation Pay

Within the employee’s first year of service, vacation entitlements will be credited to employees’ vacation bank and employees are eligible to take their vacation time off in the same vacation year. The first-year employee may not take their vacation during the probationary period or take time that has not been accrued.

14.02 Entitlements

- All employees who have completed one (1) year or more of employment will be entitled to two (2) weeks vacation with pay.
- All employees who have completed three (3) years or more of employment will be entitled to three (3) weeks vacation with pay.
- All employees with eight (8) years or more of employment with the Corporation shall be entitled to four (4) weeks vacation with pay.
- All employees with fifteen (15) years or more of employment with the Corporation shall be entitled to five (5) weeks vacation with pay.
- All employees with twenty (20) years or more of employment with the Corporation shall be entitled to six (6) weeks vacation with pay.

14.03 Holidays

Employees shall receive a regular day’s pay for the following holidays:

New Year’s Day	Easter Monday
Christmas Day	January 2 nd
Canada Day	Boxing Day
Victoria Day	Good Friday
Thanksgiving Day	Remembrance Day
Labour Day	Civic Holiday
1 Floating Holiday	Family Day
National Day for Truth and Reconciliation (September 30 th)	

As well as any other day proclaimed as a holiday by the Federal, Provincial, or Municipal government. The last four (4) working hours prior to Christmas Day and the last four (4) working hours prior to New Year’s Day will be treated as a holiday.

14.04 Work on Holidays

If an employee is required to work on any of the above-mentioned days, their time worked shall accrue at 2.5 times their regular rate of pay. This 2.5 times rate applies to the actual holiday, not the day the town observes in lieu.

14.05 Holidays During Vacation

Should any of the holidays provided for in this Agreement fall within an employee's vacation period; the Corporation by mutual agreement shall grant such employee either an extra paid vacation day, or an extra day's pay.

14.06 The employer will allow a maximum carry over of two (2) weeks' vacation for use in the subsequent year provided that it is requested in writing by the employee's two weeks prior anniversary date and approval is given by the Deputy Clerk Treasurer and or Public Works Superintendent. If the request is not submitted two weeks prior to the anniversary date the employee will be paid out.

ARTICLE 15 – REPORTING PAY

15.01 Minimum

An employee who reports for work without having been previously notified not to report shall be given (4) hours pay or (4) hours work at the rate they normally receive.

ARTICLE 16 – HOURS OF WORK AND OVERTIME

16.01 Standard Work Week

- a) The standard work week shall consist of forty (40) hours, Monday to Friday inclusive – 7:30am to 4:00pm, with one-half (1/2) hour off for lunch to apply to all classifications except office staff.
- b) The standard work week for office employees shall consist of thirty-seven and a half (37.5) hours – Monday to Friday inclusive -- 8:00am to 4:00pm, with 30 minutes off for lunch.

16.02 Rest Periods

Every employee shall be entitled to two (2) rest periods of fifteen (15) minutes, one in the forenoon and one (1) in the afternoon.

16.03 Returning to Work

Employees must be at work immediately following the end of each rest period.

16.04 Overtime

Any work performed in excess of the standard hours per day or the standard hours per week, as set out in the hours of work above, will be considered overtime and shall be paid for at the rate of time and one half (1 ½) calculated in units of (1/4) hours.

Employees who are called back to work for an emergency outside of their regular hours shall receive overtime rates and shall be guaranteed a minimum of the equivalent of four (4) hours per day at their regular rate.

The overtime shall be divided as equally as possible between the employees. All work performed on a Sunday shall be at the rate of two (2) times an employee's daily rate of pay. All work performed on a Saturday shall be at the rate of one and a half (1.5) times an employee's daily rate of pay. An employee shall be able to bank 80 hours annually. The employee shall take all overtime accrued in time off in lieu of pay; however, any time off in lieu of pay must first be approved by the Department Manager and must be taken in the same calendar year as earned. Remaining banked overtime will be paid out on December 1 of each year.

16.05 Attendance at Town Hall Meetings for all classifications

Should an employee be delegated to attend a town hall meeting, outside of their regular hours of work, they shall receive overtime rates and shall be guaranteed a minimum of the equivalent of four (4) hours pay at their regular rate of pay.

16.06 Equalizing Overtime

The employee shall not be required to reduce his regular hours of work to offset any hours worked at overtime premium.

16.07 Computing Paid Holidays

All paid holidays as outlined in clause 14.02 not worked, shall for the purpose of computing weekly overtime, be considered as a day worked.

ARTICLE 17 – WAGES

17.01 Pay Days

The Employer shall pay salaries and wages in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each payday, each employee shall be provided with an itemized statement of their wages, overtime and other supplementary pay and deductions. The Town of Cobalt shall provide a detailed pay stub to all the employees.

17.02 Lead Hand

The employee to be designated as "Lead Hand" shall be determined by the Director of Public Works or designate. Lead Hand shall receive their regular hourly rate plus an additional four dollars (\$4.00) per hour while performing the following Lead Hand duties. When Lead Hand is also performing the duties of ORO, they will be paid an additional four dollars (\$4.00) per hour above the regular hourly rate.

The General Responsibilities/Duties of the Lead Hand shall include, but not be limited to the following:

- a) Provide leadership through supervision, direction and scheduling of staff as assigned by Public Works Superintendent to meet workload demands and safety requirements and make adjustments to employee assignments as required.
- b) Ensure safe work practices and procedures are followed and adhered to at all times in the workplace.
- c) Reviewing assigned maintenance activities with hired contractors to ensure they understand and adhere to all regulations of the Occupational and Safety Act and Municipal Policy requirements.
- d) Ensure staff monitor, maintain, inspect and service Public Works equipment as required to ensure health and safety, legal and operational requirements are met.
- e) Report all Occupational Health and Safety related injuries, accidents and damage to public and/or property to the Public Works Superintendent or Management.
- f) Report all work situations/incidents which are suspected to be unhealthy and/or unsafe to the Public Works Superintendent or Management.
- g) Assist in submitting reports or accidents, incidents or other hazardous conditions and promptly attend to all hazardous conditions as required.
- h) Review and verify daily time sheets of Public Works staff and contractors as required.
- i) Maintain courteous and professional business relationships with the public, contractors, co-workers and others at all times.
- j) Recording of job quantities, cost, materials, invoices and other particulars related to other assigned maintenance activities as required.
- k) Maintaining a daily diary outlining all activities performed and all abnormal or extraordinary conditions encountered including customer request, enquiries, and complaints.
- l) Perform other duties as assigned/required.

a) **Weekday Evening Standby: Monday to Friday**

When Lead Hand is designated to be on standby during a weekday evening, they shall receive a flat rate of \$30 per weekday evening.

b) **Weekend Standby: Saturday and Sunday**

- I. The Director of Public Works or designate will designate the employee as "Lead Hand" who will be available to provide weekend coverage, and who will be responsible for the deployment of Public Works employees as required in consideration for which the "Lead Hand" will be paid a premium of four hours' pay for each day of the weekend.
- II. Employee(s) responding to a call out shall receive a minimum four-hour call out under the procedures outlined in the Collective Agreement.

- III. If the “on call Lead Hand” responds to the call out, they shall receive a minimum four hours call out under the procedures outlined in the Collective Agreement in addition to the standby premium.

ARTICLE 18 – GENERAL

18.01 Clothing

a) Waterproof garments

The Town shall supply to the employees who need them to perform their work, waterproof garments and safety hats. The office staff shall receive an equal cash payment for the value of the clothing provided to the Public Works employees, excluding the boot allowance.

b) The Employer will provide the following work apparel:

- a. Winter coat (one per contract – if required)
- b. Summer coat (one per contract - if required)
- c. Three safety shirts (annually) – (if required)
- d. Bib overalls (one per contract - if required)
- e. One pair of safety coveralls (one per contract)
- f. Two pairs of working coveralls for the mechanic (per contract)
- g. 1 pair of working coveralls for all other Public Works Employees (per contract if required)
- h. Two pairs of work pants (annually)
- i. Leather Gloves as needed
- j. One pair of safety boots to a maximum of \$350.00 (with receipt) annually

18.02 Holiday Gift Certificate

The Employer agrees to provide a fifty-dollar (\$50.00) gift certificate to each bargaining unit member at Christmas time in each contract year.

18.03 Mechanic Tool Allowance

The employer will reimburse up to \$250 annually for mechanic’s tools with proof of purchase.

18.04 Mechanic License Renewal

To be paid by employer.

18.05 DZ License Renewal

To be paid by employer to the maximum amount of a DZ license.

18.06 Professional Designation and Skilled Trades Professional

The Corporation will pay the yearly fee for a Professional Designation and Skilled Trades Profession upon proof of the fee payment. Association fees will be paid only when the appropriate Professional Designation is a requirement of the current position held.

18.07 Meal Allowance

Where an employee is required to work overtime in excess of three (3) hours, after conclusion of the regular shift, they shall be provided with a meal.

ARTICLE 19 – BULLETIN BOARDS

19.01 Use by Union

The Union shall be granted the use of notice boards to post notices relating to reasonable business of the Union and the Corporation.

19.02 Official Addresses

To the Corporation:

Clerk-Treasurer
Corporation of the Town of Cobalt
18 Silver Street
Cobalt, Ontario
P0J 1C0

To the Union:

CUPE Local 127
P.O. Box 285
Cobalt, Ontario
P0J 1C0

19.03 Defining Mailing

Any notices so mailed shall be deemed given as of the next business date after date of mailing (Saturday, Sunday, and paid holidays excluded). The registration on the receipt shall establish the date of mailing. Either party may change its address for service notice at any time by notice as above mentioned.

ARTICLE 20 – EMPLOYEE BENEFITS

20.01 OMERS

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

20.02 Health Insurance

The Corporation shall pay one hundred (100%) percent of the premium for the following:

- a) Life Insurance Benefits for employees: \$ 50,000.00
On the earlier of the employee's 65th birthday or the date of the employee's retirement; Life Insurance will be reduced to \$2,000.00 and upon attainment of age 70 will be discontinued.
- b) Accidental Death and Dismemberment Benefits for employees equal to Life Insurance Benefits.
Insurance for Death or Dismemberment by Accidental Means is reduced at the same time and on the same basis as the employee's life insurance.
On the earlier of the employee's 70th birthday or the date of the employee's retirement, insurance for Death and Dismemberment by Accidental Means will be discontinued.
- c) Life Insurance Benefits for Dependents:
 - i. \$10,000.00 for spouse
 - ii. \$5000.00 for each child

On the earlier of the employee's 70th birthday or the date of the employee's retirement, Dependent Life Insurance will be discontinued.

The Corporation shall pay one hundred (100%) percent of the premiums of the following plans for all employees:

- 1) Ontario Health Services Insurance Plan
- 2) Ontario Hospital Services Commission supplementary plan for semi-private care.
- 3) Health Care Benefits for employees and dependents:
 - Pays up to \$100,000.00 of eligible expenses due to sickness, injury or pregnancy less an annual deductible.
 - Maximum Hearing Aid Benefit: \$500.00 in any 5-year period No Deductible.
 - Maximum Vision Care Benefit: \$500.00 in any period of 24 consecutive months – No Deductible. May also be used towards contact lenses or laser surgery
 - Registered Massage Therapy - \$500.00
 - Chiropractic – \$500.00
 - Physiotherapist - \$700.00 each calendar year

On the earlier of the employee's 70th birthday or the date of the employee's retirement, Health Care Insurance will be discontinued.

- 4) Dental Care Benefits for employees and dependents.
 - pays up to \$3,000.00 of basic and major services per benefit year
 - Applicable Fee Guide: Current General Practitioners Fee Guide of Ontario

- Plan pays according to the following:

Classification of Dental Procedure – Co-Insurance

Services:

Diagnostic – Preventative Minor Restorative Extraction Anaesthesia – Denture repairs, relining, rebasing, and tissue conditioning 100%

Services:

Endodontic – Periodontic – Major Surgical – 100%

Removable Prosthodontics - 50%

Orthodontic Services – 50%

Major Restorative – Fixed Prosthodontics 50%

Maximum Benefit: \$1,200.00 per calendar year for the employee or each insured dependent for removable prosthodontics and major restorative – Fixed Prosthodontics.

Maximum Benefit: \$3,000.00 per lifetime of each eligible insured dependent child for Orthodontic Services.

Deductible Amount: No Deductible

On the earlier of the employee's 70th birthday or the date of the employee's retirement, Dental Care Insurance will be discontinued.

20.03 Change in Carrier

The parties agree that if there is a change in benefit carriers, the benefit levels will be equal. A committee consisting of four members, 2 management, 2 union to work out any differences between the parties.

20.04 Sick Benefits

Employer will provide employees with the option of having monies advanced to them until Employment Insurance sick benefits commence. On January 1 of each year, each employee shall be awarded eighteen (18) days of sick leave credit for use for short-term sickness. These days shall be cumulative, up to 70 days. There will be no cash payout for banked sick days at any time, including upon termination of employment. Employees will present a doctor's certificate on the third day of absence.

Employees will be permitted to use up to five (5) days of their accumulated leave each fiscal year, for the purposes of attending medical appointments or care for an ill family member who cannot care for themselves. Request for such absence, except in the cases of emergencies, must be made at least one (1) week prior to the date of the appointment. Appointments, whenever possible will be scheduled as early in the day or as late in the day to avoid work interruptions.

20.05 Long Term Disability

The Employer agrees to pay one hundred (100%) percent of the premium cost of a Long-Term Disability Plan which pays a monthly benefit of approximately sixty-six and two thirds percent (66 2/3%) of their regular earnings up to a maximum of \$4,000.00 monthly beginning on the 13th week of disability due to accident or sickness to age sixty-five (65).

On the earlier of the employee's 67th birthday of the date of the employee's retirement, Long Term Disability Insurance will be discontinued.

20.06 Premiums and Absences

In the event an employee is absent from work due to injury, disease or illness, the Corporation shall continue to remit payment of premiums for all benefits provided for in this Agreement for a maximum of one year from the commencement of the employee's absence from work. Thereafter, if the employee wishes to maintain their coverage, they shall be personally responsible for payment of the necessary premium(s).

20.07 Early Retirement Benefit

An employee will have the option of remaining on the Employer's group benefit plan for drug coverage benefit providing they pay premiums up front. If an employee opts out, or a payment lapses; they will forfeit their coverage.

ARTICLE 21 – LEAVE OF ABSENCE

21.01 Bereavement Leave

Employees shall be allowed up to a maximum of five (5) paid leave days to attend deaths in their immediate family. Family shall mean: father, mother, stepfather, stepmother, sister, brother, stepsister, stepbrother, wife, husband, same sex partner, son, daughter, stepson, stepdaughter, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparents, grandchild. Employees shall be allowed two (2) paid leave day to attend death for aunt, uncle, nephew and niece and cousins at the discretion of the employer.

NOTE: criteria for step - current family members.

21.02 Length of Maternity Leave

Maternity leave and parental leave shall be in accordance with the Employment Standards Act.

21.03 Seniority Status During Maternity Leave

While on maternity leave, an employee shall retain their full employment status and accumulate all benefits under the Collective Agreement.

21.04 Employer Payment of Employee Benefits during Maternity Leave

During the period of maternity leave, the Employer shall continue to pay the hospital, medical and group life insurance and other employee benefits of this Agreement.

21.05 Procedure Upon Return from Maternity Leave

When an employee decides to return to work after maternity leave, they shall provide the Employer with at least two (2) weeks notice. On return from maternity leave, the employee shall be placed in their former position. If the former position no longer exists, they shall be placed in an equivalent position in their department.

21.06 Paid Jury or Court Witness Duty Leaves

The Employer shall grant leave of absence without loss of seniority benefits to an employee who serves as juror or witness in any court provided that the employee is summoned by the Crown and is not at fault. The Employer shall pay such an employee the difference between their normal earnings and the payment they receive for jury service or court witness, excluding payment for travelling, meals, or other expenses. The employee will present proof of service, and the amount of pay received. Time spent by an employee required to serve as a court witness in any matter arising out of their employment shall be considered as time worked at the appropriate rate of pay.

21.07 Education Leave

An employee shall be entitled to three (3) days leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade his employment qualifications. Providing the course/training has been approved by the Corporation.

21.08 General Leave

An employee shall be entitled to leave of absence without pay and without loss of seniority when they request such leave. Such request shall be in writing and approved by the Employer and the employee shall agree not to work for another employer during such leave of absence.

ARTICLE 22 – DURATION OF AGREEMENT

This Agreement shall be in effect from the 1st day of July 2024 and shall remain in effect until the 30th day of June 2028. Either party desiring to propose changes 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, and a meeting shall be held at which time the parties will commence negotiations on the proposed amendments and/or terms of a new agreement.


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 November 2024.

THE CORPORATION OF THE TOWN OF COBALT


Steven Galley (Nov 18, 2024 15:32 EST)

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 127


Tammy Robinson (Nov 18, 2024 17:28 EST)


David Adshead (Nov 20, 2024 20:11 EST)

SCHEDULE "A" - CLASSIFICATIONS AND WAGE RATES

Classification		Effective July 1, 2024 3%	Effective July 1, 2025 2.5%	Effective July 1, 2026 3%	Effective July 1, 2027 3.5%
Equipment Operator	Class 1	28.82	29.54	30.43	31.49
	Class 2	27.62	28.32	29.16	30.19
	Class 3	26.57	27.24	28.06	29.04
Labourer	Class 1	26.91	27.59	28.41	29.41
	Class 2	25.91	26.56	27.36	28.32
	Class 3	24.98	25.60	26.37	27.29
				0.00	
Office Staff Employees	Class 1	31.67	32.46	33.44	34.61
	Class 2	30.51	31.27	32.21	33.34
	Class 3	29.22	29.95	30.85	31.93
Mechanic	Class 1	31.67	32.46	33.44	34.61
	Class 2	30.51	31.27	32.21	33.34
	Class 3	29.22	29.95	30.85	31.93
Junior Clerk	Class 1	24.35	24.96	25.71	26.61
	Class 2	23.51	24.10	24.83	25.69
	Class 3	22.68	23.25	23.95	24.78

This scenario is based on having a grid system with all incumbents falling into the Class 1 category. It also proposes a new classification of Junior Clerk at the above-mentioned salary. Should a fully qualified applicant apply for a position, the step process may be waived on mutual consent of the Town and the Local.

To go from Class 3 to Class 2, the employee must complete the probation period of three (3) months and acquire technical qualifications that go with the designated position.

To go from Class 2 to Class 1, the employee must complete one year of employment the Class 2 level.

All new hires remain at the Class 2 wage scale until they are fully trained on all equipment.

**July 1st, 2024
3%**

Classification		Base Wage Rate	OIT	Class 1 WT & WD	Class 1 WWT & WWC	Class 2 WT & WD	Class 2 WWT & WWC	Class 3 WT & WD	Class 3 WWT & WWC	Class 3 Water Quality Analyst
Equipment Op.	Class 1	28.82	29.33	29.85	30.36	30.88	31.39	31.91	32.42	33.30
	Class 2	27.62	27.11	29.17	29.17	29.68	30.20	30.71	31.23	31.49
	Class 3	26.57	27.11	27.62	28.14	28.65	29.17	29.68	30.20	30.46
Office Staff Emp.	Class 1	31.67	32.19	32.70	33.22	33.73	34.25	34.76	35.28	35.54
	Class 2	30.51	31.02	31.54	32.05	32.57	33.60	34.11	34.63	34.89
	Class 3	29.22	29.74	30.25	30.77	31.28	31.80	32.31	32.83	33.08
Mechanic	Class 1	31.67	32.19	32.70	33.22	33.73	34.25	34.76	35.28	35.54
	Class 2	30.51	31.02	31.54	32.05	32.57	33.60	34.11	34.63	34.89
	Class 3	29.22	29.74	30.25	30.77	31.28	31.80	32.31	32.83	35.40
Electrician	Class 1	31.67	32.19	32.70	33.22	33.73	34.25	34.76	35.28	35.54
	Class 2	31.54	32.05	32.57	33.08	33.60	34.11	34.63	35.14	35.40
	Class 3	29.22	29.74	30.25	30.77	31.28	31.80	32.31	32.83	33.08
Working Foreman	Class 1	34.76	35.28	35.79	36.31	36.82	37.34	37.85	38.37	38.63
	Class 2	33.53	34.04	34.56	35.07	35.59	36.10	36.62	37.13	42.54
	Class 3	32.29	32.81	33.32	33.84	34.35	34.87	35.38	35.90	36.15

**July 1st, 2025
2.5%**

Classification		Base Wage Rate	OIT	Class 1 WT & WD	Class 1 WWT & WWC	Class 2 WT & WD	Class 2 WWT & WWC	Class 3 WT & WD	Class 3 WWT &WWC	Class 3 Water Quality Analyst
Equipment Op.	Class 1	29.54	30.07	30.60	31.12	31.65	32.18	32.71	33.24	34.13
	Class 2	28.32	27.79	29.90	29.90	30.43	30.95	31.48	32.01	32.27
	Class 3	27.24	27.79	28.32	28.84	29.37	29.90	30.43	30.95	31.22
Office Staff Emp.	Class 1	32.46	32.99	33.52	34.05	34.58	35.10	35.63	36.16	36.42
	Class 2	31.27	31.80	32.33	32.85	33.38	34.44	34.97	35.49	35.76
	Class 3	29.95	30.48	31.01	31.54	32.06	32.59	33.12	33.65	33.91
Mechanic	Class 1	32.46	32.99	33.52	34.05	34.58	35.10	35.63	36.16	36.42
	Class 2	31.27	31.80	32.33	32.85	33.38	34.44	34.97	35.49	35.76
	Class 3	29.95	30.48	31.01	31.54	32.06	32.59	33.12	33.65	36.29
Electrician	Class 1	32.46	32.99	33.52	34.05	34.58	35.10	35.63	36.16	36.42
	Class 2	32.33	32.85	33.38	33.91	34.44	34.97	35.49	36.02	36.29
	Class 3	29.95	30.48	31.01	31.54	32.06	32.59	33.12	33.65	33.91
Working Foreman	Class 1	35.63	36.16	36.69	37.22	37.74	38.27	38.80	39.33	39.59
	Class 2	34.36	34.89	35.42	35.95	36.48	37.00	37.53	38.06	43.60
	Class 3	33.10	33.63	34.15	34.68	35.21	35.74	36.27	36.79	37.06

July 1st, 2026
3%

Classification		Base Wage Rate	OIT	Class 1 WT & WD	Class 1 WWT & WWC	Class 2 WT & WD	Class 2 WWT & WWC	Class 3 WT & WD	Class 3 WWT & WWC	Class 3 Water Quality Analyst
Equipment Op.	Class 1	30.43	30.97	31.51	32.06	32.60	33.14	33.69	34.23	35.16
	Class 2	29.16	28.62	30.80	30.80	31.34	31.88	32.43	32.97	33.24
	Class 3	28.06	28.62	29.16	29.71	30.25	30.80	31.34	31.88	32.16
Office Staff Emp.	Class 1	33.44	33.98	34.53	35.07	35.61	36.16	36.70	37.24	37.52
	Class 2	32.21	32.75	33.30	33.84	34.38	35.47	36.02	36.56	36.83
	Class 3	30.85	31.39	31.94	32.48	33.03	33.57	34.11	34.66	34.93
Mechanic	Class 1	33.44	33.98	34.53	35.07	35.61	36.16	36.70	37.24	37.52
	Class 2	32.21	32.75	33.30	33.84	34.38	35.47	36.02	36.56	36.83
	Class 3	30.85	31.39	31.94	32.48	33.03	33.57	34.11	34.66	37.37
Electrician	Class 1	33.44	33.98	34.53	35.07	35.61	36.16	36.70	37.24	37.52
	Class 2	33.30	33.84	34.38	34.93	35.47	36.02	36.56	37.10	37.37
	Class 3	30.85	31.39	31.94	32.48	33.03	33.57	34.11	34.66	34.93
Working Foreman	Class 1	36.70	37.24	37.79	38.33	38.88	39.42	39.96	40.51	40.78
	Class 2	35.40	35.94	36.48	37.03	37.57	38.11	38.66	39.20	44.91
	Class 3	34.09	34.63	35.18	35.72	36.27	36.81	37.35	37.90	38.17

**July 1st, 2027
3.5%**

Classification		Base Wage Rate	OIT	Class 1 WT & WD	Class 1 WWT & WWC	Class 2 WT & WD	Class 2 WWT & WWC	Class 3 WT & WD	Class 3 WWT & WWC	Class 3 Water Quality Analyst
Equipment Op.	Class 1	31.49	32.05	32.62	33.18	33.74	34.30	34.87	35.43	36.39
	Class 2	30.19	29.62	31.87	31.87	32.44	33.00	33.56	34.12	34.41
	Class 3	29.04	29.62	30.19	30.75	31.31	31.87	32.44	33.00	33.28
Office Staff Emp.	Class 1	34.61	35.17	35.73	36.30	36.86	37.42	37.99	38.55	38.83
	Class 2	33.34	33.90	34.46	35.03	35.59	36.71	37.28	37.84	38.12
	Class 3	31.93	32.49	33.06	33.62	34.18	34.74	35.31	35.87	36.15
Mechanic	Class 1	34.61	35.17	35.73	36.30	36.86	37.42	37.99	38.55	38.83
	Class 2	33.34	33.90	34.46	35.03	35.59	36.71	37.28	37.84	38.12
	Class 3	31.93	32.49	33.06	33.62	34.18	34.74	35.31	35.87	36.68
Electrician	Class 1	34.61	35.17	35.73	36.30	36.86	37.42	37.99	38.55	38.83
	Class 2	34.46	35.03	35.59	36.15	36.71	37.28	37.84	38.40	38.68
	Class 3	31.93	32.49	33.06	33.62	34.18	34.74	35.31	35.87	36.15
Working Foreman	Class 1	37.99	38.55	39.11	39.67	40.24	40.80	41.36	41.92	42.21
	Class 2	36.63	37.20	37.76	38.32	38.89	39.45	40.01	40.57	46.48
	Class 3	35.28	35.85	36.41	36.97	37.53	38.10	38.66	39.22	39.50

LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE TOWN OF COBALT

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 127**

RE: TRIAL HOURS OF WORK FOR PUBLIC WORKS DEPARTMENT

The parties have agreed to trail a compressed work week at the Public Works Department. The parties agree that the trail will continue for one year from commencement of the introduction of the new working schedule.

Hours of Work- The standard work week shall consist of forty (40) hours, Monday to Friday inclusive Monday to Thursday 6:30am to 4:00pm, Friday 7:00am to 11:00am with one-half (1/2) hour off for lunch.

Where one party of the other wish to terminate the agreement prior to the end of trail period, written notification will be provided to the other party at least thirty (30) days in advance of the date to terminate.

It is understood that this Letter of Understanding will remain in effect during the trail period and if both parties mutually agree at the end of the one-year trail period to extend the letter of Understanding for the life of the collective agreement.


SIGNED THIS 18 **DAY OF** November **2024.**

**THE CORPORATION OF THE
TOWN OF COBALT**


Steven Dalley (Nov 18, 2024 15:32 EST)

**CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 127**


Tammy Robinson (Nov 18, 2024 17:28 EST)


David Adshead (Nov 20, 2024 20:41 EST)

LETTER OF AGREEMENT

Between:

**THE CORPORATION OF THE TOWN OF COBALT
(Hereinafter called the "Corporation")**

AND

**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL UNION 127.
(Hereinafter called the "Union")**

THIS AGREEMENT made and entered into 5th day of July 2000

For the purpose of snow removal after a snowstorm, in order to provide for cleaning of Sc A & B of the Town of Cobalt snow removal policy, the Employer may elect to schedule a shift 12:00 a.m. to 7:30 a.m.

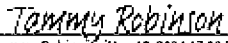
Addendum: The Corporation will not use this clause to establish a permanent night shift.

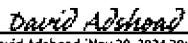
SIGNED THIS 18 **DAY OF** November **2024.**

**THE CORPORATION OF THE
TOWN OF COBALT**


Steven Dalley, Nov 18, 2024 15:32 EST

**CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 127**


Tammy Robinson, Nov 18, 2024 17:28 EST


David Adshead, Nov 20, 2024 20:41 EST

LETTER OF AGREEMENT

Between:

**THE CORPORATION OF THE TOWN OF COBALT
(Hereinafter called the "Corporation")**

AND

**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL UNION 127
(Hereinafter called the "Union")**

The parties agree that Schedule "A" – Classifications and Wage Rates, as described in the Collective Agreement date July 1, 2009, to June 30, 2012, shall be used to determine the "Base Wage Rate" as described in the attached Wage grid for employees with Water and Wastewater Classification certificates:

- The Base Wage Rate in the attached salary grid will correspond with all wage increases as described in Schedule "A" – Classifications and Wage Rates, as described in the Collective Agreement.
- The amended Base Wage Rate shall be retroactive to July 1, 2009.

The parties further agree that:

1. With respect to Water Treatment, Water Distribution, Wastewater collection and Wastewater Treatment, the Corporation agrees to pay an hourly premium, in addition to the amended base wage rate, for required certification levels as follows:
 - for each Operator in Training Certificate, \$0.12.5 per hour (water treatment, water distribution, wastewater collection, wastewater treatment)
 - for each Class 1 Certification, \$0.25 per hour (water treatment, water distribution, wastewater collection, wastewater treatment)
 - for each Class 2 Certification, \$0.25 (water treatment, water distribution, wastewater collection, wastewater treatment)
2. Should the Town be successful in downgrading the Wetlands to a Class 1 system that Class 2 Certification for Wastewater Collection and Treatment will not be required or sought, and the Union agrees not to pursue unnecessary certification levels.


3. That all employees become fully trained on all equipment in order to maximize efficiency and productivity.
4. That "new hires" either have or agree to obtain required levels of certification.
5. That the Corporation is committed to providing employees with the support and training to obtain required certification levels and to provide continued training thereafter.
6. That the Corporation agrees to review this Agreement with the Union should the workload placed upon employees with respect to the Water Treatment Plant increase substantially on a permanent basis.

SIGNED THIS 18 DAY OF November 2024.

**THE CORPORATION OF THE
TOWN OF COBALT**


Steven Dalley (Nov 18, 2024 15:32 EST)

**CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 127**


Tammy Robinson (Nov 18, 2024 17:28 EST)


David Adstead (Nov 20, 2024 20:41 EST)

