

COLLECTIVE AGREEMENT

BETWEEN

THE CORPORATION OF THE TOWN OF FORT FRANCES



And

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 65

(PARKS / PUBLIC WORKS / CIVIC CENTRE / MEMORIAL SPORTS CENTRE)



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COLLECTIVE AGREEMENT

BETWEEN

THE CORPORATION OF THE TOWN OF FORT FRANCES

(Hereinafter called the "Corporation")

and

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 65

(PARKS / PUBLIC WORKS / CIVIC CENTRE / MEMORIAL SPORTS CENTRE)

(Hereinafter called the "Union")

ARTICLE 1 - PREAMBLE

1.01 Preamble

WHEREAS it is the duty of every employee individually and collectively to promote and co-operate to the fullest extent in all matters with respect to the provision of the services for the safety, health, comfort and general welfare of the citizens having regard to the interests of efficiency, productivity and economy of operations;

AND WHEREAS in the interests of the efficient conduct and administration of the Town's affairs, it is the desire of both parties to maintain harmonious relations by negotiating fair and reasonable remuneration for services rendered and hours of work and to encourage efficiency in operation and to provide an amicable method of settling any differences or grievances which might possibly arise;

NOW THEREFORE, TO EFFECTUATE THE FOREGOING, THE Corporation and the Union hereby covenant and agree as follows:

ARTICLE 2 - INTERPRETATION

The following terms wherever used herein shall, unless the context otherwise requires, have the following meanings:

- 2.01** "Council" - shall mean the Council of the Corporation of the Town of Fort Frances;
- 2.02** "Council Committee" - shall mean the Committee of the Council being held responsible for a particular department;
- 2.03** "Corporation" - shall mean the Corporation of the Town of Fort Frances;
- 2.04** "Regular Full-Time Employee" - shall mean an employee who is continuously employed in a full-time position and who has completed his/her probationary period;
- 2.05** "Regular Part-Time Employee" - shall mean an employee who is continuously employed in a regular part-time position and who has completed his/her probationary period. In the event that an employee carries two (2) or more regular part-time positions with a total Full-Time Equivalent (FTE) of 1.0, the employee will receive the benefits of a full-time employee as outlined in the Collective Agreement.
- 2.06** "Interim Replacement Employee" - Shall mean an employee of the Corporation who is hired on a temporary basis or an 'as required' basis. Interim replacement employees may be hired to replace regular full-time or regular part-time employees who are absent on maternity leave, vacation, illness, or any other approved leave of absence. The employment of Interim replacement Employees shall not cause the layoff or termination of regular full-time or regular part-time employees. Interim Replacement Employees shall accrue seniority by hours worked for the purpose of call-in shifts (if qualified for the position) and for bidding on job postings and shall not receive any benefits of the Collective Agreement unless otherwise specified.

If he / she is subsequently hired as a regular full-time or regular part-time employee, he / she must successfully complete the requisite probationary period following which seniority shall

date from the first day of continuous employment as a regular full-time or regular part-time employee in one position.

In addition, the employer agrees to provide the union with the name of the Interim Replacement Employee, their start date, and their anticipated end date where an Interim Replacement Employee has been working continuously in one position for a period of sixty (60) consecutive days. This notice will only be provided once.

- 2.07** "Seasonal Employee" - shall mean an employee (other than a student) who is employed on a short term basis as required. Seasonal employees shall accrue seniority; their previous service as a seasonal employee will be considered for re-call purposes subject to having the necessary qualifications.

In the event an employee carries two (2) seasonal positions with a total Full-Time Equivalent (FTE) of 1.0, the employee will receive the benefits of a full-time employee as outlined in the Collective Agreement.

- 2.08** "Co-op Student" - Co-op students (e.g. Con College, high school) will be allowed to work with union members positions. Purpose is not to perform the work of the bargaining unit, but would provide a student with knowledge of the operations by on the job participation. The Co-op experience is designed to be a learning situation. The union member would share their expertise knowledge and skills with student. No union position or member would be displaced, no overtime would be affected. No employee on layoff/recall will be adversely affected by the utilization of this clause.

- 2.09** "Student" - shall mean an employee who is a student at a college, university or other post-secondary educational institution and who is employed on an "as required" basis for a maximum of five (5) years or until that student graduates, whichever comes first. Students shall not accrue seniority and shall not receive any benefits of the Collective Agreement unless otherwise specified.

Such employees shall not in any way displace a bargaining unit employee nor will they be retained or granted work in preference to bargaining unit employees who normally perform the work.

- 2.10** "Special Program Employee" - shall mean an employee engaged under a "Special Program" of the Ministry or Corporation. These programs usually have special purposes, predetermined start and finish dates and specific budget allowances. No benefits apply to the Special Program Employee unless funded by the program details. Such employee shall not in any way displace a bargaining unit employee nor will they be retained in or granted work in preference to bargaining unit employees who normally perform the work or delay the seasonal recall or shorten the work period of seasonal employees.

- 2.11** "Common Law" – The definition of common law shall be in accordance with the Canada Revenue Agency definition under Marital Status.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 Management Rights

The Union recognizes and acknowledges that the management of the operation and direction of the working forces are fixed exclusively in the Corporation and shall be exercised in a manner consistent with this agreement. The union acknowledges that it is the exclusive right of the Corporation to:

- a) maintain and enhance order and efficiency;
- b) hire, promote, demote, classify, transfer, suspend and re-hire employees, and to discipline or discharge any employee for just cause provided that a claim by an employee who has completed his probationary period that he has been discharged or disciplined without just cause may be the subject of a grievance and/or arbitration and dealt with as hereinafter provided;
- c) make, enforce and alter, from time to time, rules and regulations to be observed by the employees;
- d) determine the nature and kind of business conducted by the Corporation the kinds and locations of operations, equipment and materials to be used, the control of materials and parts, the methods and techniques of work, the content of jobs, the schedules of work, the number of employees to be employed, the extension, limitations, curtailment or cessation of operations or any part thereof, and to determine and exercise all other functions and prerogatives which shall remain solely with the Corporation except as specifically limited by the express provisions of this agreement.

Any allegation by the Union that the Corporation's exercise of these rights has violated an express provision of the collective agreement may be the subject of a grievance and dealt with under Articles 10 and 11.

ARTICLE 4 - RECOGNITION AND NEGOTIATIONS

4.01 Bargaining Unit

The Corporation or anyone authorized to act on its behalf approves and recognizes the Canadian Union of Public Employees and its Local 65 as the sole collective bargaining agency for all of its employees save and except:

- 1. Chief Administrative Officer
- 2. Clerk
- 3. Treasurer
- 4. Deputy Treasurer
- 5. By-law Enforcement Officers
- 6. Chief Building Official
- 7. Municipal Planner
- 8. Administrative Assistants
- 9. Qualified Engineer/Assistant to Engineer
- 10. Operations and Facilities Division Manager

11. Operations and Facilities Superintendents
12. OPP
13. Fire Chief
14. Deputy Fire Chief
15. International Brotherhood of Electrical Workers
16. Fort Frances Professional Fire Fighters Association
17. Division Managers
18. Treasury Assistant
19. POA Coordinator
20. POA Court Reporter
21. POA Prosecutor
22. Human Resources Manager
23. Community Services Division Manager
24. Aquatics Director
25. Aquatics Staff
26. Physical Education Director
27. Memorial Sports Centre Clerical and Administrative Support
28. Recreation Facilities Superintendent
29. Memorial Sports Centre Students
30. Deputy Clerk
31. Human Resources Coordinator
32. Employees of the Fort Frances Fire and Rescue Service
33. Student employees performing non-bargaining unit work
34. Asset Management Coordinator
35. Airport Supervisor
36. Airport Attendants
37. Museum Curator
38. Museum Attendant
39. Programming and Events Coordinator
40. Student Museum Employees
41. Recreation and Culture Manager
42. IT Manager
43. IT Specialist
44. Student Sorting Gap Marina Employees

Any new positions that may be created as a result of the amalgamation or division of responsibilities of the jobs listed above shall be excluded from the Bargaining Unit.

Other parties excluded:

1. Ontario Provincial Police
2. Fort Frances Public Library and Technology Centre

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

4.02 No Other Agreement

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

4.03 Work of Bargaining Unit

Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit except in cases of emergency and training of a member of the bargaining unit in a new position.

4.04 Interruption of Work

There shall be no lockout by the Corporation and no strike by the employees during the term of this Agreement. The Union shall not cause, direct, or consent to any strike by its members during the term of this Agreement. The Corporation shall not cause or direct any lockout of its employees during the term of this Agreement.

4.05 Notification of Union Representatives

The Union shall notify the Corporation in writing the names and positions held in the bargaining unit of all elected Union officials and members of Union Committees. The Union will update the list as necessary or upon request of the Employer.

ARTICLE 5 - UNION SECURITY

5.01 Union Membership Requirement

All employees of the Corporation covered by the Certification issued to the Union by the Ontario Ministry of Labour, shall, as a condition of employment, remain members in good standing of the Union in accordance with the Union's Constitution and By-laws.

All new employees of the Corporation shall, as a condition of continued employment become members in good standing of the Union not later than three (3) months after starting with the Corporation.

5.02 Deduction of Dues

The Corporation agrees to deduct each month from the salary of each employee covered by this agreement the amount of Union dues as provided by the Constitution and By-Laws of the Union and remit same to the Secretary-Treasurer of CUPE Local No. 65 not later than the 15th day of the month following, accompanied by a list of names of all employees from whose wages the deductions have been made.

5.03 Recording of Dues on T-4 Slips

At the same time that Income Tax (T-4 Slips) are made available, the Corporation shall type in the T-4 slip the amount of union dues paid by each employee in the previous year.

5.04 New Employees

The Employer shall acquaint new bargaining unit employees with the fact that a collective agreement is in effect by providing said employees with one (1) hardcopy, or a digital copy of the current collective agreement upon hire. If a digital copy is provided to an employee, one (1) hardcopy shall be made available upon request.

The new employee shall be permitted to meet with the departmental union steward during his first month of employment, within regular working hours and without loss of pay, for a maximum of thirty (30) minutes, for the purpose of orienting the new employee with their departmental union steward.

ARTICLE 6 - DISCRIMINATION

6.01 No Discrimination

The Council, its servants and agents, agree that there will be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee by reason of his or her membership or non-membership in a trade union, or by reason of any of the protected grounds of discrimination found in the Ontario Human Rights Code namely race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status, or disability.

6.02 Harassment

The Employer and the Union agree to abide by the Corporation's Workplace Harassment Policy, the Occupational Health and Safety Act as well as any other applicable legislation.

ARTICLE 7 - CONDITIONS OF EMPLOYMENT

7.01 Conditions of Employment

New employees, prior to becoming employed by the Corporation and at the option of the Corporation, shall be required to undergo a medical examination.

ARTICLE 8 - LABOUR-MANAGEMENT COMMITTEE

8.01 Representation

No individual employee or group of employees shall undertake to represent the Union at meetings with the Corporation without proper authorization of the Union. In order that this may be carried out, the Union will supply the Corporation with the name of its officers, Stewards, and all members of committees that will deal directly with the Corporation. The list must be supplied in writing to the Human Resources Manager or designate. If the Union elects, appoints, or selects a new Unit Chair, Steward, or new committee members, they shall notify the Corporation within five (5) working days.

Similarly, the Corporation will supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business. The Employer agrees to provide any changes to the list within five (5) working days of those changes.

8.02 Labour-Management Committee

A Labour Management Cooperation Committee shall be established consisting of four (4) representatives of the Union and up to four (4) but no less than two (2) representatives of the Employer. The Committee shall meet on request by either party at a mutually agreeable time and place and shall enjoy the full support of both parties to this Agreement in the interest in providing the best possible service to the public. The party requesting the meeting will present the other party with an agenda outlining the matters to be discussed at the meeting at least one week, if possible prior to the meeting.

8.03 Representative of Canadian Union

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Corporation.

8.04 Time off for Meetings

Any representative of the Union serving as a member of the Bargaining Committee or the Labour Management Committee, who is in the employ of the Corporation, shall have the privilege of attending Committee meetings held within working hours without loss of remuneration providing that such meeting is a joint meeting between said Committees.

- 8.05** When management personnel intend to interview an employee for disciplinary purposes, the Employer will notify the employee of their right to Union representation in advance of the meeting and email the Union notification of the meeting.

ARTICLE 9 - RESOLUTIONS

9.01 Notice of Resolutions

All resolutions of the Corporation which affect the employees covered by this Agreement shall be forwarded to the Recording Secretary of the Union by the Corporation, within seven (7) days of the passing thereof.

ARTICLE 10 - GRIEVANCE PROCEDURE

10.01 Settling of Grievances

A grievance is defined as any difference between the Corporation and an employee regarding the interpretation, application, administration or alleged violation of the Agreement; including any question as to whether a matter may be subject to the arbitration process, as agreed to herein.

Every effort shall be made to settle grievances fairly and promptly by both the Corporation and the Union.

A grievance shall specify the clause(s) in the Collective Agreement that are alleged to have been violated.

It is understood that an employee has no formal grievance until he has first given his

supervisor, who is outside of the bargaining unit, a reasonable opportunity to both review his complaint and attempt to resolve it.

In the interest of facilitating this procedure, the Human Resources Manager (or designate) shall be permitted to engage in verbal or written communications with the Union at each Step of the grievance procedure.

Step 1

The grievance must be provided in writing to the aggrieved employee's supervisor within ten (10) working days after the circumstances giving rise to it have occurred, or within ten (10) working days from the time when the aggrieved employee would have reasonably been aware of the occurrence of the event upon which the grievance is based.

Within three (3) working days of receiving a grievance, the aggrieved employee, and a union representative(s), will meet with the supervisor, and up to one additional management representative. The parties will hold a verbal discussion and attempt to resolve the grievance. Upon conclusion of the meeting the supervisor shall provide the aggrieved employee, the Union and the Human Resources Manager with a written response to the grievance within three (3) working days.

Step 2

Failing settlement at Step 1, the Union may advance a written grievance to the Human Resources Manager on behalf of the aggrieved employee within five (5) working days of the supervisor having rendered a decision at Step 1.

The Human Resources Manager shall coordinate a meeting that is mutually agreeable to the Corporation and the Union, where both parties would be provided an opportunity to present their argument.

The Human Resources Manager shall provide a written response within five (5) working days of receiving a grievance at Step 2.

Step 3

Failing settlement at Step 2, the Union may advance the grievance to the Corporation's Chief Administrative Officer (CAO) by providing to the Human Resources Manager written notice of its intention to do so, within five (5) working days of the Human Resources Manager having rendered a written response at Step 2.

The Human Resources Manager shall coordinate a meeting that is mutually agreeable to the Corporation and the Union, where both parties would be provided an opportunity to present their argument to the CAO.

The CAO shall provide a written response to the Union within fifteen (15) working days of hearing a grievance at Step 3.

Step 4

Failing settlement under the foregoing procedure of any grievance between the parties, such grievance may be submitted to arbitration as hereinafter provided.

No matter may be submitted to arbitration if any steps of the grievance procedure have been omitted or improperly discharged.

If no written notification for arbitration is received by the Human Resources Manager within 30 days after the CAO has provided a written reply at Step 3, the grievance shall be deemed to have been abandoned.

10.02 Replies in Writing

Replies to grievances shall be in writing at all stages.

The Union and the Human Resources Manager (or designate) shall be copied on all written correspondence between the parties arising from Article 10 or incidental thereto.

10.03 Time Limits

All time limits as referred to herein shall be mandatory with the result of any failure to meet the time limits in filing, processing the grievance, or its referral to arbitration will cause the grievance to expire and be deemed to have been finally abandoned. Time limits shown in Articles 10 and 11 may be extended upon written agreement of the parties.

In regards to “working days”, for the purposes of Article 10, time limits shall be computed by excluding Saturday, Sunday, and paid holidays.

Failure of the Employer to meet its time limits in responding to the grievance shall permit the aggrieved employee to take the grievance to the next succeeding step, provided that he presents the grievance at the next step within five (5) working days after the expiration of the said time limit.

Failure of the aggrieved employee or the Union to meet time limits in processing the grievance shall cause the grievance to expire.

For grievances submitted directly at Step 3, written notice must be provided to the Chief Administrative Officer or designate within ten (10) working days after the circumstances giving rise to it have occurred or within ten (10) working days from the time when the aggrieved employee would have reasonably been aware of the occurrence of the event upon which the grievance is based.

10.04 Decisions Between Corporation and Grievance Committee

The Corporation acknowledges the right of the Union to appoint or otherwise select a Grievance Committee comprised of up to three (3) Union members who shall be regular employees of the Corporation. The personnel of such Committee shall be communicated to the Human Resources Manager within one (1) calendar week of their date of appointment.

The Union shall have the right to have a CUPE National Representative at all steps of the grievance procedure.

The Corporation acknowledges the right of the Union's Unit Chair, or designate, to lead or assist in the investigation of any grievance.

All decisions arrived at by agreement between the Corporation and the Grievance Committee with respect to any grievance shall be in writing.

10.05 Omission of Foreman Involved in a Grievance From the Grievance Committee

Any foreman directly involved in a grievance shall not act as a member of the Grievance Committee for that particular grievance.

10.06 Meetings between Grievance Committee and Corporation

Once a grievance has been filed by the Grievance Committee at Step 3, there shall be no direct communication between any union officer, including but not limited to any individual member of the Grievance Committee or any employee with a Superintendent, Division Manager, Official of the Corporation. Meetings between the Grievance Committee and the Corporation shall take place only at mutually agreed times and places. However, the Human Resources Manager may correspond with the Union Unit Chair or designate, for the purposes of gathering information and arranging meetings.

10.07 Policy Grievance

Policy grievances commence directly at Step 3 of the grievance procedure thus by-passing Steps 1 and 2. Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union or the Employer has a grievance, the above grievance procedure shall apply. It is expressly understood, however, that the provisions of this Article may not be used with respect to a grievance directly affecting an employee which such employee could himself institute and the regular grievance procedure shall not be thereby by-passed.

10.08 Grievance Forms

All grievance forms shall contain one (1) grievance. A written grievance shall contain a clear and concise statement concerning the alleged grievance; the employee(s) involved; the date on which the alleged grievance occurred; the clause(s) alleged to have been violated; and the relief sought.

10.09 Deviation from Grievance Procedure

After a grievance has been initiated by the Union, representatives of the Employer shall not enter into discussion or negotiation with respect to the grievance with the aggrieved employee, either directly or indirectly, without the consent of the Union. Violation of this article shall permit the grievance to be forwarded to the next step, subject to the time limits.

10.10 Employer Grievance

It is acknowledged that the Employer may bring forward at a meeting held with the Union any dispute with respect to the application of this Agreement which may affect the Employer, within ten (10) working days after the occurrence of the event giving rise to the complaint. If such complaint is not settled to the mutual satisfaction of the conferring parties, it may be treated as an employer grievance and reduced to writing, and the written grievance shall be sent to the Union, with a copy to the National Servicing Representative.

If such complaint is not settled to the satisfaction of the Employer, the Union shall reply in

writing to the Employer within ten (10) working days after receipt of the employer grievance.

If the written reply has not settled the grievance to the satisfaction of the Employer, or if no written reply is received by the Employer within ten (10) working days after the receipt of the written grievance to Union, the Employer may, within ten (10) working days, refer the grievance to arbitration in accordance with Article 11 of this Agreement. Unless otherwise agreed to in writing, the Employer shall comply with the time limits set out in this clause respecting any Employer grievance, otherwise the grievance shall be deemed to have been abandoned.

ARTICLE 11 - ARBITRATION

11.01 Go to Single Arbitration

In the event the parties are unable to reach a settlement of a grievance involving interpretation or application of any provision of the Collective Agreement under the provisions of the Grievance Procedure, the aggrieved party may within thirty (30) calendar days after receiving the CAO's written decision at Step 3, notify the other party of a desire to have the dispute arbitrated by a third party. Failure to provide such notification within such thirty (30) day period shall constitute a waiver by the aggrieved party to further consideration of the case and cause the grievance to expire and be deemed to have been finally abandoned.

11.02 Sole Arbitrator

Within fifteen (15) calendar days after referral to Arbitration the parties will attempt to select a sole Arbitrator to hear the matter and for that purpose will exchange nominations.

11.03 Board of Arbitration

Failing agreement between the parties on a sole arbitrator as per 11.02 above either party may refer the matter within seven (7) calendar days thereafter to a three person Board of Arbitration and shall at the same time inform the other party of the name of its nominee to the Board of Arbitration and the other side shall appoint its nominee to the Board within seven (7) calendar days of receiving the other party's nominee. The two nominees so selected shall within fifteen (15) calendar days of appointment of the second nominee appoint a third person who shall be the Chairperson. If the parties fail to appoint a Chairperson within the time designated, either or both parties may request the Minister of Labour of Ontario to make the necessary appointment.

11.04 Role of Arbitrator or Arbitration Board

The Arbitrator or Arbitration Board, as the case may be, may only consider the issue(s) raised in the grievance form itself. The grievance form must give particulars of the circumstances and facts which it is alleged constitute a violation of the Collective Agreement. Any grievance which does not conform with the foregoing requirements may be returned to the grieving party who will have five (5) calendar days to amend the Grievance and resubmit it.

The Arbitrator or Arbitration Board shall not be authorized to render any decision inconsistent with the terms of this Agreement nor shall he/she alter, add or amend any of its provisions. He/she shall, however, have the right to make a just and equitable award. The decision of

the Arbitrator or of the Board of Arbitration, as the case may be, will be binding on the parties to this Agreement.

11.05 Arbitration Expenses

Each of the parties will bear the expenses of their respective nominees and one-half (1/2) of the expenses of the sole Arbitrator, or the Chair of the Board of Arbitration, as the case may be.

ARTICLE 12 - DISCHARGE CASES AND SUSPENSION

12.01 Discharge Procedure

An employee who has completed his/her probationary period, may be dismissed for just cause and upon the authority of the Corporation. The Manager or Superintendent may suspend an employee. Such employee and the Union shall be advised promptly in writing by the Corporation of the reason for such dismissal. Just cause shall not include the refusal of an employee to cross the picket line of a legal strike.

12.02 May Omit Grievance Steps

An employee who has completed his/her probationary period, considered by the Union to be unjustly discharged or suspended, shall be entitled to a hearing under Article 10 - Grievance Procedure. Steps 1 and 2 of the Grievance Procedure shall be omitted in such cases.

12.03 Unjust Suspension or Discharge

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

12.04 Access to Personnel Records

An employee, semi-annually, shall have the right to have access to his/her personnel record.

Any disagreement as to the accuracy of information contained in the file may be subject to the grievance procedure and the eventual resolution thereof shall become part of the employee's record.

No evidence from the employee's record may be introduced as evidence in any hearing of which the employee was not aware at the time of filing. An employee shall have the right to copies of any material contained in his/her personnel record on a semi-annual basis.

12.05 Record of Employee

The record of an employee shall not be used against him/her at any time after twenty-four (24) months following a suspension or disciplinary action, including letter of reprimand or any

adverse report.

ARTICLE 13 - HOURS OF WORK

13.01 Public Works and Parks Employees

The hours of work for Public Works and Parks employees shall consist of forty (40) hours per week based on eight (8) hours per day, Monday to Friday. The workday shall commence at 7:30 a.m. and finish at 4:00 p.m. with one-half (1/2) hour off for lunch between 11:30 a.m. and 12:00 noon.

The starting time may be altered two (2) hours before or two (2) hours after the time specified above, providing twenty-four (24) hours advance notice is given to the employee and the Union.

Shift work when and if necessary, shall be on a voluntary basis. However, if a sufficient number of volunteers are not available, management shall reserve the right to delegate shifts across the following bulletined job classifications on a rotational basis:

- Foreman
- Leadhand
- Truck Driver
- Labourer
- Equipment Operator

The cleaning of public washrooms is a seven (7) day operation and the scheduled shifts will not be considered overtime. These shifts will be offered to the regular seasonal employee prior to the students. It is agreed to pay stat pay on any stat day that falls within the schedule.

13.02 Clerical Employees

The hours of work for regular full-time clerical employees shall consist of thirty-five (35) hours per week based on seven (7) hours per day, five (5) days per week, Monday to Friday. The workday shall commence at 8:00 a.m. and finish at 4:00 p.m. with one (1) hour off for lunch.

13.03 Water Treatment Plant Employees

The hours of work for Water Treatment Plant operators will be Monday to Friday from 7:30 a.m. to 4:00 p.m. with a half hour unpaid lunch.

In addition, the three operators will have a rotating on-call schedule. For each week that an operator is on call, the operator will accumulate sixteen (16) hours of standby time, which is inclusive of the following:

1. Twelve (12) hours for weekly coverage (Tuesday to Tuesday),
2. Two (2) hours on Saturday morning and two (2) hours on Sunday morning for the Water Treatment Plant operator to go to the water treatment plant and water tower to perform water testing and plant inspection duties.

The sixteen (16) hours of standby time gained by weekly on-call duties will be taken off in the

following manner:

1. Following an on-call week, the Water Treatment Plant operator will utilize eight (8) hours of standby time on the final workday of the regular workweek (Monday to Friday). This day is usually "Friday", however is subject to change due to paid holidays.
2. The operator will be allowed to accumulate the other eight (8) hours of standby time to a maximum limit of one hundred (100) hours.
3. Once at the maximum standby time, the Water Treatment Plant operator will be required not to go over this limit and will be required to utilize this standby time prior to the next on-call week.

When one of the paid holidays as outlined in Article 21.01 occurs during an on-call week, the Water Treatment Plant operator will receive an additional eight (8) hours of standby time. All Water Treatment Plant operators will be paid a consistent forty (40) hours every pay period.

13.04 Memorial Sports Centre

The hours of work will vary depending on the season and whether the arenas are in full operations with programs. These two schedules will be referred to as Ice In and Ice Out schedules.

Ice In

The hours of work are based on a twelve (12) hour day rotating on a four (4) days on and four days (4) off schedule. They will rotate with two (2) day shifts followed by two (2) evening shifts.

- (a) Day shift will commence at six (6) am and end at six (6) pm
- (b) Evening shift will commence at a time to be jointly determined by the employee and the Employer as operational need requires.

Employees shall be entitled to 2-20 minute rest periods and shall be taken at a place and time most convenient to the job, subject to the discretion of the Superintendent.

It is understood that the move to twelve hour shifts will not cause any overtime or increases in any benefits, vacation entitlement, sick time or any other clauses that is defined as a eight hour work day.

Ice Out

The hours of work are based on two (2) eight hour shifts Monday to Friday inclusive. This is subject to change as a result of special events in the facility.

- (a) Day shifts will commence at seven-thirty (7:30) am and end at four (4:00) pm with a thirty (30) minute unpaid lunch break
- (b) Evening shift will commence at two (2) pm and end at ten-thirty (10:30) pm with a thirty (30) minute unpaid lunch.

13.05 Public Works Mechanics

The mechanics will do the morning circle checks of the Public Works vehicles, on a rotating schedule, without creating any additional overtime. From approximately November 1st to March 30th annually, this rotating schedule will include the three (3) mechanics.

When a third mechanic returns to the Parks facility for summer operations the schedule will revert back to the two (2) mechanics.

	Monday	Tuesday	Wednesday	Thursday	Friday	
Week 1	10 hours	10 hours	10 hours	10 hours	Off	Pos. 1
	8 hours	8 hours	8 hours	8 hours	10 hours*	Pos. 2
	8 hours	8 hours	8 hours	8 hours	8 hours	Pos. 3
Week 2	8 hours	8 hours	8 hours	8 hours	8 hours	Pos. 1
	10 hours	10 hours	10 hours	10 hours	Off	Pos. 2
	8 hours	8 hours	8 hours	8 hours	10 hours*	Pos. 3
Week 3	8 hours	8 hours	8 hours	8 hours	10 hours*	Pos. 1
	8 hours	8 hours	8 hours	8 hours	8 hours	Pos. 2
	10 hours	10 hours	10 hours	10 hours	Off	Pos. 3

*Position will accumulate two (2) hours banked time.

The scheduled ten (10) hour days are at straight time rates. There will be no shift differential paid for any of these hours. This rotation will be on regular three (3) week rotation. Banked time is accumulated at straight time rates not time and one half (1½). Banked time will be used to make up a total of eighty (80) hours in a pay period. Banked time will not accumulate past eight (8) hours whereupon it will be used.

13.06 Other Employees

The Corporation agrees to consult with the Union and set forth a work schedule for all employees not having regular hours, but in no case shall the hours of work equal more than forty (40) hours per week.

Regular part-time employees shall be entitled to all conditions covered by this Agreement on a pro-rated basis unless this Agreement expressly provides otherwise.

13.07 Rest Periods

Employees shall be entitled to two (2) rest periods daily, limited to fifteen (15) minutes each and shall be taken at a place and time most convenient to the job and employment, subject to the discretion of the Manager or Superintendent in charge.

13.08 December 24th and December 31st

The hours of work on December 24th and December 31st shall be 8:00 a.m. to 11:30 a.m. for Clerical employees; 7:30 a.m. to 11:30 a.m. for Public Works and Parks Employees. Provided where December 24th and December 31st do not fall on a working day, the hours of work as hereinbefore set out shall apply to the last working day before said dates.

ARTICLE 14 - OVERTIME

14.01 Overtime Defined

For regular full-time employees, all time worked before or after the regular workday shall be deemed to be overtime. Overtime shall be on a voluntary basis except where, in the opinion of Management, emergency circumstances occur.

For all employees other than regular full-time employees, all time worked in excess of eight (8) hours per day (or in excess of seven (7) hours per day for clerical or forty (40) hours per week (or in excess of thirty-five (35) hours per week for clerical shall be deemed to be overtime. Overtime shall be on a voluntary basis except where, in the opinion of management, emergency circumstances occur.

14.02 Sharing of Overtime

Overtime shall be shared as fairly as possible among the employees who are willing and qualified to perform the work available. The Corporation shall supply the Union with a bi-weekly list of the number of hours of overtime worked by each employee. The Corporation and the Union will meet quarterly to develop and maintain a fair and equitable overtime distribution process.

14.03 Rate of Overtime

Overtime shall be paid at the rate of time and one-half for the first eight (8) hours of overtime and double time thereafter. There will be no pyramiding of overtime or other premiums under this Agreement.

All overtime worked over and above the regular work schedule as defined in Article 13 will be considered overtime. Overtime shall be paid at the rate of time and one half (1.5) for the first eight (8) hours and double time (2.0) thereafter.

Any employee who is required to work on a holiday (the actual stipulated day) shall be paid at the rate of double time his/her standard rate of pay for every hour worked in addition to his/her regular holiday pay.

14.04 Overtime Meal Allowance

Employees required to work two (2) hours overtime immediately before or after any regular shift, as described in Article 13, shall be issued, through the payroll process, a fifteen dollar (\$15.00) meal allowance and one additional fifteen dollar (\$15.00) meal allowance for each subsequent four (4) hours.

Employees who are called in to work on scheduled days off with less than four (4) hours notice, will be issued, through the payroll process, a fifteen dollar (\$15.00) meal allowance for the first four (4) hours of their shift, and a fifteen dollar (\$15.00) meal allowance for each subsequent four (4) hours.

14.05 Minimum Call-back Time

When an employee is called back to report for overtime work, he/she shall be guaranteed a minimum payment of four (4) hours at the regular rate applicable, as per Schedule "A" or "B", or the actual time worked at the appropriate premium rate, whichever is the greater except when a call-in succeeds another call-in within two (2) hours of completion of an earlier call-in, in which case time worked shall be considered as continuous from the beginning of work on the earliest call-in. Employees shall be required to perform only such work as emergency conditions require or otherwise demand.

14.06 Time Off in Lieu of Overtime

An employee receiving overtime pay as per Clause 14.03 above shall have the option of receiving payment or taking time off in the calendar year that it was accrued in the following manner:

- a) Payment; or
- b) Time off in lieu of at time mutually agreed to; or
- c) Fifty percent (50%) of overtime taken as time off in lieu and the remaining overtime taken as payment;
- d) Maximum lieu-time off that may be accrued in one (1) calendar year shall not exceed one hundred (100) hours except for overtime hours (in excess of one hundred (100) hours) earned in December, which will not be used as lieu time in December but will be carried over into the following calendar year.
- e) This clause shall not apply to summer students;
- f) Arena Attendants will accrue overtime from September 1st to August 31st. The maximum lieu time that may accrue from September 1st to August 31st shall not exceed eighty (80) hours.

In the event of a "Declared Emergency" (as defined in the Emergency Management and Civil Protection Act, R.S.O. 1990, c. E.9), the Corporation shall determine the method of payment for overtime hours worked related to such emergency event.

ARTICLE 15 - SHIFT WORK

15.01 Shift Differential

All employees required to work on a regular shift of prevailing hours of work other than the normal hours of work referred to in Article 13 shall be paid an additional seventy-five cents (\$0.75) per hour of work performed. This shift premium shall not apply to work performed on an overtime basis.

ARTICLE 16 - SENIORITY

16.01 Vacancies

The Corporation recognizes the responsibility to an employee who has a long service record. In filling vacancies of the applicants who are considered capable of meeting the requirements of this position, the senior qualified employee shall be selected. Seniority shall operate on a Departmental basis. The Departments shall be 1) Parks, 2) Public

Works / Civic Centre, 3) Memorial Sports Centre.

Regular Full-time, Regular Part-time and Seasonal Employees shall be given preference over Interim Replacement Employees, regardless of department.

16.02 Seniority List

The Corporation shall maintain a seniority list for the bargaining unit. The seniority list shall state:

- The employee's position as of last published seniority list
- The employee's current department
- The employee's accrued seniority as of the effective date of print

Where two or more employees share the same effective date of hire, the order of seniority shall be in accordance with the date and time that their application was received, as indicated by their signed entry in the Master Bulletin System Book.

In April 1st and October 1st of each year, an updated seniority list shall be provided to the Union for review prior to being posted to the bulletin boards.

Seniority Date shall be defined as the date from which the employee became a Regular Full-Time, Regular Part-Time, or Seasonal employee, in any department, and maintained continuous service, as both an employee of the Corporation of the Town of Fort Frances, and as a member of the CUPE Local 65 bargaining unit.

Interim Replacement Employees shall be listed on the Seniority List for the purposes of bidding on job postings only.

The Employer will provide an up to date list of the interim hours worked to the Union after each pay period.

16.03 Probation Period

Newly hired regular full-time and seasonal employees shall be considered on probation for a period of three (3) months from date of hire.

Newly hired regular part-time and interim employees shall be considered on probation for a period of four hundred and fifty-five (455) hours service from the date of last hire (Public Works, Parks, and Memorial Sports Centre - five hundred and twenty (520) hours).

During the probationary period employees shall be entitled to all rights and privileges of this Agreement, except with respect to discharge. The employment of such employee may be terminated at any time during the probationary period without recourse to the Grievance Procedure. After completion of the probationary period, seniority shall be effective from the original date of hire.

16.04 Loss of Seniority

An employee shall lose his/her seniority standing for any of the following reasons:

- a) If the employee should voluntarily quit the employment of the Corporation;

- b) Dismissal for just cause which is not reversed by the Grievance Procedure;
- c) If the employee has been laid off and fails to return to work within ten (10) days after he/she has been mailed notification in writing by the Corporation.
- d) If any employee has been laid off for a period of more than eighteen (18) consecutive months;
- e) Employees, when called for military service or working at producing war materials, shall be reinstated without loss of seniority;
- f) An employee is absent from work for three consecutive days unless such absence was for a reason beyond the employee's control; or is absent from work without notifying the Corporation, unless such notice was not reasonably possible;
- g) An employee is absent from work for a period of more than 40 consecutive months while on WSIB benefits or Weekly Indemnity / Long-Term Disability Benefits (unless the Corporation and the Union agree on a shorter period).

16.05 Job Security

Should the Corporation decide to contract out any work now performed by employees coming within the bargaining unit, no such employee with at least four (4) years of permanent service with the Corporation, will be laid off or have his/her employment terminated by reason thereof.

However, the Corporation shall first notify the Union by letter of its intention to contract out such work and the Union may file written representations at a meeting with Council within fifteen (15) days from the date of mailing of the Corporation's letter to the Union.

ARTICLE 17 - PROMOTIONS AND STAFF CHANGES

17.01 Job Postings

Where a vacancy occurs within the bargaining unit, or a new bargaining unit position is created, the Corporation shall communicate notice of the vacant position for a minimum of five (5) working days, during which time bargaining unit employees shall have equal access to job postings and the exclusive opportunity to apply for said positions from within. These notices shall be posted on the bulletin boards at:

- Civic Centre
- Public Works
- Water Treatment Plant
- Parks and Cemeteries
- Arena Attendant Office

Such notices shall contain the position title, department, wage rate, instructions, and contact information for the applicable supervisor; and shall be appended with a current job description which lists the required qualifications (including education and experience).

To be considered for such vacancies, applicants must sign and date the Master Bulletin

System book at the Civic Centre Reception desk at the same time as submitting a written application form. An application form for internally posted bargaining unit positions does not need to be accompanied by a current resume, a cover letter, or references.

17.02 Role of Seniority

In all cases of vacancies, either through voluntary termination or discharge, or for promotion, both parties recognize that job opportunity should increase in proportion to length of service. Therefore, in making staff changes, transfers, or promotions, appointments shall be made of the applicant senior in service currently working within the department and having the required qualifications. (Qualifications shall include but not be limited to demonstrated knowledge, experience, education, ability, skill, past performance).

In the event an employee carries two (2) seasonal positions are described in Article 2.07, they shall be considered to be currently working in both departments and both departments shall be noted on the seniority list.

If a posting originated in the Public Works / Civic Centre department, consideration will be given first to Public Works / Civic Centre and then to Parks and then Memorial Sports Centre. If the posting originated in the Parks department, consideration will be given first to Parks and then to Public Works / Civic Centre and then Memorial Sports Centre. If the posting originated in the Memorial Sports Centre, consideration will be given first to Memorial Sports Centre and then to all other departments.

If no one within the department has the required qualifications, then appointment shall be made of the applicant senior in service in the other departments, having the required qualifications. The successful applicant will be placed on trial for a period not to exceed ninety (90) days. If the applicant proves unsatisfactory in the position, or if the employee is not prepared to carry out the duties of the new job classification, he/she will be returned to his/her former position without loss of seniority and any other employee promoted or transferred because of the re-arrangement of position, shall be returned to his/her former position without loss of seniority.

If the applicant does not wish to accept the position, or the applicant is unsuccessful, either party shall be advised at least five (5) working days before the expiration of the trial period.

It is understood that Permanent and Seasonal employees will be given first priority for filling vacancies before Interim employees are considered.

17.03 Temporary Vacancies

When a temporary vacancy occurs of an expected duration not exceeding six (6) months and the Corporation decides to fill such temporary vacancy, preference will be given according to seniority within the department first and then according to seniority within the other departments provided the senior employee has the required skills / ability, and qualifications for such temporary position.

When a temporary job vacancy which is expected to exceed six (6) months duration occurs in other than the lowest classification in a Department because of the absence of the regular employee due to sickness, compensable accident or authorized leave of absence, such vacancy will be posted in accordance with clause 17.01.

Applications will be considered in accordance with clause 17.02 before the vacancy is filled. Upon the return to work of the regular employee, the employee who was selected to fill the temporary vacancy will return to his/her former regular job and rate.

17.04 No Outside Advertising

The Corporation shall not initiate any recruitment activity outside of the bargaining unit for such positions until the job postings requirement of Article 17 have been fulfilled.

17.05 Job Training

The Corporation will make reasonable effort to inaugurate and maintain a system of "on-the-job" training so that every employee may have the opportunity of receiving training and qualifying for promotion in the event of a vacancy arising. Accordingly, employees may be allowed regular opportunities to learn the work of such positions during the regular working hours by arranging with interested employees to exchange positions for temporary periods, without affecting the rate of the employees concerned, providing arrangements have been approved by the Superintendent or Manager.

Optional training, outside of regular working hours, at the discretion of the Supervisor is encouraged. The Corporation will pay registration fees and expenses as per the Travel Policy. However, wages will not be paid for this time.

The Corporation agrees to make a reasonable good faith effort to facilitate and enable employees to take and attend 'ticketed training courses as it relates to the Attendant with Ticket Classification in the wage schedule.

Employees taking such courses agree to make a reasonable and good faith effort to pass these courses.

17.06 Vacating Bulletined Classification After Probationary Period

If an employee wishes to voluntarily vacate a bulletined classification after having completed the probationary period, he/she shall so notify the Corporation, in writing, giving sixty (60) calendar days notice. Such employee shall retain his/her seniority but shall revert back to the highest open classification available, at the applicable rate of pay for such classification, without displacing any employee in an existing classification.

17.07 Successful Applicant Postings

Within seven (7) working days of the date of appointment to a vacant position the name of the successful applicant shall be posted on the bulletin boards at the Civic Centre, Public Works, Parks and Cemeteries, the Water Treatment Plant, and at the Arena Attendant Office. The Union shall be notified of all appointments, hiring, lay-offs, transfers, recalls and terminations of employment on a monthly basis on or about the 7th day of each month.

17.08 Preference for Seasonal Employees

The Corporation agrees that if a seasonal employee applies for a permanent position, the seasonal employee who in the opinion of the Corporation has the required qualifications including but not limited to demonstrated knowledge, experience, education, ability, skill and past performance shall be given preference over outside applicants.

17.09 Preference for Interim Replacement Employees

The Corporation agrees that if an Interim Replacement Employee applies for a permanent position, the Interim Replacement Employee who in the opinion of the Corporation has the required qualifications including but not limited to demonstrated knowledge, experience, education, ability, skill, and past performance shall be given preference over outside applicants.

ARTICLE 18 - LAYOFFS AND RECALLS

18.01 Layoffs

Both parties recognize that job security should increase in proportion to length of service. Therefore in the event of a lay off within a department, employees in the department will be laid off in the reverse order of their seniority provided the senior employee in the department has the qualifications and ability to perform the requirements of the job. Employees shall be recalled within their own department in order of their seniority provided the senior employee has the qualifications and ability to perform the requirements of the job.

No new employees will be hired until those laid off, who have the necessary qualifications to perform the work, have been given a Notice of Recall by registered mail to their last known address and have failed within ten (10) days of the mailing of such Notice of Recall to advise the Corporation that they are willing and available to return to work.

No employees from one department will be used to perform duties in the other department where it will cause a layoff of a regular employee or delay the seasonal recall or shorten the work period of seasonal employees.

The Union will be notified of any recall.

18.02 Notice of Lay-off

The Corporation agrees to notify the Union as soon as possible of its intention to lay off any regular full-time and regular part-time employees and shall meet with the Union to discuss the layoffs.

The Corporation shall notify employees who are to be laid off in the following manner:

- a) notice for layoffs, for regular full time and regular part-time employees, greater than thirteen (13) weeks shall be in accordance with the Employment Standards Act and any amendments thereto.
- b) notice for planned layoffs, for regular full-time, regular part-time and seasonal employees greater than three (3) weeks but less than thirteen (13) weeks shall be no less than two (2) weeks prior to the layoff.
- c) notice of end of season lay off for seasonal employees shall be no less than five (5) days prior to the lay off and such notice shall be posted on the applicable bulletin boards.

ARTICLE 19 - SICK LEAVE PROVISIONS

19.01 Cumulative Sick Leave

a) Regular Full-time Employees

A regular full time employee shall accumulate cumulative sick leave benefits at the rate of one (1) day per month of work to an absolute maximum limit of twelve (12) days and shall be permitted to carry the unused portion of sick leave from year to year to an absolute limit of twelve (12) days.

Sick time shall be accumulated only while an employee is actually at work.

Sick leave days may be used by regular full time employees participating in the WI/LTD plan to offset the waiting period(s) under such insured plans.

Sick leave days may only be used when an employee is unable to attend work due to sickness or injury. Any unused sick leave days have no other use or value whatsoever and shall therefore terminate on the retirement, resignation, termination or death of the employee.

An employee may request a copy of their sick leave accumulation from either their supervisor or the Human Resources Manager.

b) Regular Part-time Employees

A regular part-time employee shall accumulate cumulative sick leave benefits at the rate of one (1) day per month and shall be permitted to carry the unused portion of sick leave year to year to a maximum limit of twenty (20) days.

A regular part-time employee who is hired in a full-time position will be able to transfer their sick leave credits to a maximum limit of twelve (12) days.

c) Seasonal Employees

A seasonal employee shall accumulate cumulative sick leave benefits at the rate of one (1) day per month of work during his/her seasonal employment and shall be permitted to carry the unused portion of sick leave from year to year to an absolute limit of nine (9) weeks (45 days).

Sick leave days may be used by seasonal employees when an employee is unable to attend work due to sickness or injury and shall be paid at the rate of one hundred per cent (100%) of actual wages for first three days of illness or injury and seventy per cent (70%) of actual wage on the fourth and subsequent days off work. Sick leave payment will continue until end of work season only.

A seasonal employee who is hired in a full-time position will be able to transfer their sick leave credits to a maximum limit of twelve (12) days.

19.02 Proof of Illness

A medical certificate will not be required for the first three (3) days of absence related to any one illness, unless requested by the Superintendent or Division Manager; in which case the employee shall provide such certificate or shall forfeit any sick leave benefits.

In any event, a certificate from a duly qualified medical practitioner shall be required after three (3) consecutive days of absence due to any one illness. The cost for such medical certificate will be reimbursed by the Employer.

19.03 Employees to Notify Corporation

In case any employee is unavoidably kept from work due to illness, he/she will not be discriminated against.

Any employee absent from work due to illness must advise his/her immediate Superintendent or Division Manager, prior to the commencement of their scheduled shift.

19.04 New Employees

New employees shall not be entitled to any sick leave until after having completed three (3) months of continuous employment. Sick leave credits shall be retroactive to the first day of employment.

19.05 Weekly Indemnity Insurance/Long Term Disability Insurance Coverage

The Corporation shall contribute one hundred per cent (100%) of the insurance premiums towards a short term disability insurance plan and a long term disability insurance plan on behalf of regular full-time employees subject to the terms and conditions of such insured plans which contains the following:

- a) Weekly Indemnity Insurance Coverage of: 1st day hospital; 1st day accident; 4th working day of sickness; 70% weekly earnings - maximum of \$800.00; 17 week duration of 120 days; and
- b) Long Term Disability Insurance Coverage of: starts 121st day; 70% earnings-maximum \$2,500 monthly; 2 year own occupation; primary C.P.P. carve out only - payable to age 65 or earlier recovery.

The Corporation reserves the right to change the carrier of such disability plans provided that the level of insured benefit coverage is not decreased. Notice of such change of carrier will be communicated to the Union prior to the change.

If a weekly indemnity insurance claim is disputed, under investigation or otherwise delayed by more than fourteen (14) days an employee may elect to receive monies from the Corporation, not to exceed the insurable amount that the employee would be entitled to under the weekly indemnity plan. The employee must sign a waiver promising reimbursement to the Corporation once the dispute or investigation is concluded or monies received.

Eligibility is at the discretion of the insurer, and therefore, issues involving determination of eligibility shall not be subject of the grievance procedure. It is also acknowledged that the

payment of such benefits during a dispute with the insurer is not deemed to be an acknowledgement of entitlement or eligibility.

ARTICLE 20 - EMPLOYEE BENEFITS

20.01 Medical and Hospital Insurance

The Corporation shall contribute one hundred percent (100%) of the insurance premiums towards the following plans subject to the terms and conditions of such insured plans.

- a) Manulife Dental
 - (i) Current Year ODA Schedule
 - (ii) Dental recalls shall be every nine (9) months.
- b) Manulife Extended Health Care Benefit
 - (i) Generic drugs if available
 - (ii) Fertility drugs shall not be covered.
 - (iii) Vision Care of three hundred dollars (\$300.00) plus one (1) eye exam every twenty-four (24) months per employee and dependent. One hundred and fifty dollars (\$150.00) every twelve (12) months under age eighteen (18).

The above provisions in 20.01 apply to regular full-time employees and to regular part-time employees on a pro-rated basis and also to seasonal employees, but only for those month(s) a seasonal employee works in his/her first year of employment as a seasonal employee and also for those months the seasonal employee works in any subsequent year(s) immediately following the previous year of seasonal employment. Benefits shown in Clause 20.01 above shall be available to dependants up to age twenty-five (25) if attending a post secondary institution.

The Corporation's obligation to contribute premiums to the insured plans in 20.01 and to the Group Life and AD&D Insurance Plan in 20.03 ceases when the employee:

- a) is absent due to sickness for a period of six (6) months following expiration of sick leave benefits (where applicable);
- b) is on unpaid absence from work exceeding thirty (30) days and/or leave of absence without pay exceeding thirty (30) days subject to the terms and conditions of such plans.

20.02 Workplace Safety and Insurance Board

It is agreed that all benefits be continued while the employee is absent from work and receiving Workplace Safety and Insurance Act disability payments for a period not exceeding twenty-four (24) months.

20.03 Group Life Insurance

The Corporation agrees to contribute for regular full-time employees and regular part-time employees on a pro-rated basis one hundred percent (100%) of the insurance premium towards a Life Insurance and AD & D Insurance Plan for life insurance coverage of \$80,000.00 and spouse \$5,000.00 and each child \$2,500.00 (14 days to age 21) (25 if in University or College). Optional additional coverage if available at employee cost.

20.04 Change of Carrier

The Corporation reserves the right to change the carrier of any of the benefit plans provided that the level of benefit coverage is not decreased. Notice of change of carriers will be communicated to the Union prior to change. In the event an employee encounters a coverage problem due to a carrier change they shall immediately contact the Corporation or agent of record, for immediate investigation and appropriate resolution.

20.05 Employee Assistance Program (E.A.P.)

The parties believe that the health and well being of all employees is vital to the success of the organization and also recognizes that a duty to accommodate and an obligation to cooperate exists on both the part of the Employer, the employee and the Union. This cooperation may exist in the form of self-referrals and assisted referrals. Therefore, the Employer will work closely with the Union and any employee in providing an Employee Assistance Program (EAP).

The Employer further agrees to provide all employees with a copy of the Employee Assistance Program and how they can access the services of the plan.

The Employer and Union agree that all referrals and usage of the Plan's services will be confidential and that the parties will only learn how many employees used the services, not which services were used by whom.

The Employer agrees that an employee who requires time away from work to access this program can use sick time, if available.

ARTICLE 21 - HOLIDAYS

21.01 Paid Holidays

All regular full-time employees shall have the following holidays off with pay at regular rate of pay:

- | | |
|-------------------|---|
| 1. New Year's Day | 6. Labour Day |
| 2. Good Friday | 7. Thanksgiving Day |
| 3. Victoria Day | 8. Christmas Day |
| 4. Canada Day | 9. Boxing Day |
| 5. Civic Holiday | 10. Remembrance Day |
| 11. Family Day | 12. National Day for Truth and Reconciliation |
| 13. Easter Monday | |

14. Two (2) floating holidays (for new employees only, the floating holidays will be prorated at date of hire. The employee will then receive two (2) floating holidays the following January).
15. Any day proclaimed by the Federal Government as a National Holiday.

21.02 Absence Without Permission

An employee shall not be entitled to be paid for any of the above holidays if he/she is absent without permission in the scheduled working day immediately preceding and/or succeeding the holiday. When an employee is off on sick leave he/she will receive statutory holiday pay with no reduction of sick leave credits. There will be no pyramiding while off on WI/LTD/WSIB.

21.03 Seasonal Employee Paid Holidays

A seasonal employee shall, if they meet the condition set out in Clause 21.02, be entitled to any holiday(s) which occurs during the period of their seasonal employment and have entitlement of up to 2 floating holidays, calculated on a pro-rata basis.

21.04 Holidays Falling on Saturday or Sunday

For employees working Monday to Friday hours of operation, if any paid statutory holiday falls on a Saturday or Sunday, the following Monday and/or Tuesday shall be the day granted in lieu of the statutory holiday.

21.05 Holidays falling during Leave of Absence

An employee shall not be entitled to be paid for any of the above holidays or receive an extra day off in lieu thereof while on leave of absence.

21.06 Compressed & Variable Workweek

Employees working a compressed or variable workweek shall be entitled to public holiday pay in accordance with the *Employment Standards Act*.

Where a holiday falls on a day of rest of an employee working a compressed or variable workweek, the employee shall be granted a day off in lieu of the statutory holiday at a time mutually agreeable within thirty (30) days of the holiday and shall receive public holiday pay as if the day off in lieu were the public holiday. If a suitable day cannot be arranged within thirty (30) days, employees are eligible to receive payment as per the *Employment Standards Act*.

ARTICLE 22 - VACATIONS

22.01 Length of Vacations

- a) Upon commencement of service, vacations with pay for regular full-time employees shall be as follows for the first year of service:

Commencement of Employment

Vacation on Working Days

On or Before	
January 31	10 Days
February 28 (29)	9 Days
March 31	8 Days
April 30	7 Days
May 31	6 Days
July 31	5 Days
August 31	4 Days
September 30	3 Days
October 31	2 Days
November 30	1 Day
December 31	0 Days

Vacations with pay for Regular Full-Time employees shall be as follows:

January 1 st after commencement of service, but less than 3 years of service	2 weeks
After 3 years, but less than 10 years of service	3 weeks
After 10 years, but less than 17 years of service	4 weeks
After 17 years, but less than 24 years of service	5 weeks
After 24 years of service	6 weeks plus 1 day
After 25 years of service	6 weeks plus 2 days
After 26 years of service	6 weeks plus 3 days
After 27 years of service	6 weeks plus 4 days
After 28 years of service	7 weeks

- b) When an employee is absent from work on any leave of absence without pay or any unpaid absence (excluding pregnancy and parental leave as defined under Section 35 and 38 of the Employment Standards Act) in excess of ninety (90) working days, the employee's vacation and vacation pay will be pro-rated in accordance with the amount of such absence in excess of ninety (90) working days.
- c) Part-time employees will receive pro-rated vacation time.
- d) Effective July 20, 2010, with the exception of Interim employees, vacation entitlement shall be calculated from the employee's original date of hire (part-time or seasonal) on a pro-rated basis for the time prior to becoming a regular full-time employee.

Effective in the 2011 vacation year, full-time employees hired prior to ratification will be granted a maximum of five (5) years service credited towards vacation entitlement.

22.02 Interim and Seasonal Employees

Interim and seasonal employees shall receive four percent (4%) of the total wages earned by the employees during the year as vacation pay. After five (5) years of service temporary and seasonal employees shall receive six percent (6%) of the total wages earned by the employees during the year as vacation pay.

22.03 Holidays falling within Vacation Period

If a declared holiday, as stated in Article 21.01, falls or is observed during an employee's vacation period, he/she shall be granted an additional day vacation for each such holiday, at a time mutually agreeable.

22.04 Vacation Schedules

- a) Vacations shall be scheduled in accordance with seniority on requests made prior to April 1st in any year. Vacation schedules shall be posted on the bulletin board no later than April 15th.
- b) After April 1st vacations shall be granted on a "first come first served" basis upon written request. Such individual vacation requests that are granted will be posted on the bulletin board within fourteen (14) days after such request was submitted to the Superintendent. The employees will be notified within fourteen (14) days if the request is denied. Non-emergency requested leaves of absence will not be approved until the vacation schedule is finalized.
- c) Requests for vacation falling between January 1 and March 31 shall be granted on a "first come first served" basis upon written request.
- d) Approved vacations shall not be changed without the consent of the employee.
- e) Vacations will be scheduled in one (1) week blocks. Up to two (2) weeks of any vacation entitlement in excess of two (2) weeks, may be taken as individual days.
- f) Thereafter, vacations shall be earned on a calendar year basis and must be taken between January 1st and December 31st of the following calendar year.
- g) Any employee who completes his/her third (3rd), tenth (10th), seventeenth (17th) or twenty fourth (24th) years of service during the calendar year shall become eligible for one (1) additional week of vacation to be taken during that calendar year.
- h) In the event an employee becomes ill or injured during his/her vacation period and is hospitalized as a result of such illness or injury and presents to the Corporation confirmation of such hospitalization satisfactory to the Corporation, Article 19.04 will apply, in which case the period of hospitalization will be re-scheduled as a vacation period at a later date mutually agreeable to the Corporation and the employee.
- i) Where a relative designated as immediate family under Article 23.02 dies during an employee's vacation period, Article 23.02 shall apply and the period of vacation so displaced shall, at the discretion of the supervisor, be added to the end of the said vacation period or deferred to a later mutually agreeable time.

ARTICLE 23 - LEAVE OF ABSENCE

23.01 Time off for Voting

Employees shall, on election days, be allowed time off for voting in accordance with the Civic, Ontario and Dominion Acts, and no deductions shall be made from their pay on that account. The time for voting shall be arranged between the Superintendent or Division Manager and the employees.

23.02 Bereavement Leave

All employees will be allowed up to five (5) days off with pay in the event of bereavement in his/her immediate family resulting in the loss of a spouse, common-law spouse, parent, step-parent, foster parent, grandparent, sister, brother, child, grandchild, step-child, or common law child. Such days may only be taken in the period which extends from the date of death up to and including the day following interment, funeral, or initial memorial service or five (5) calendar days following the death, whichever is greater.

All employees will be allowed up to three (3) days off with pay in the event of bereavement in his/her family resulting in the loss of a mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, spouse's grandparents, common law in-laws, common-law grandparents and ex-spouse for care of children under 13 years of age. Such days may be only taken in the period which extends from the date of death up to and including the day following interment, funeral, or initial memorial service or three (3) calendar days following the death, whichever is greater.

Two (2) bereavement leave days may be retained at the employee's request for use in the case where actual interment, funeral, or initial memorial service is at a later date.

An employee who attends the funeral/celebration of life of such deceased person will be allowed an additional two (2) days for travel time, if the funeral/celebration of life takes place at a location in excess of 200 kilometres from Fort Frances.

One day off with pay shall be granted to an employee who is an active or honorary pallbearer.

23.03 Leave of Absence - General

- a) Reasonable leave of absence, without pay, at the discretion of the Corporation, may be granted any employee. An employee taking employment for wages or salaries during his/her leave of absence will forfeit his/her standing on the seniority list, unless permission has been given the employee on mutual agreement between the employee, the Corporation and the Union.
- b) Any service however, on behalf of his/her fellow employees, shall not be considered as covered by the word 'employment' as used herein, and upon his/her return to the service, such employee shall be entitled to his or her former position on the seniority list.
- c) Employees requesting leave of absence on Union business are to be given preference.
- d) It is understood that at no time leave of absence will be granted for a period exceeding thirty (30) days except in the case of extenuating circumstances. Leave of absence exceeding thirty (30) days will be at the discretion of the Chief Administrative Officer. No request for such leave will be unreasonably withheld. Non emergency leave of absence will not be granted until the vacation schedule is finalized.

23.04 Paid Jury or Court Witness Duty

The Corporation shall grant leave of absence without loss of seniority benefits to an employee who serves as a juror. The Corporation shall pay such an employee the difference between his/her regular earnings and the payment he/she receives for jury service, 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 on behalf of the Town in any matter arising out of his/her employment shall be considered as time worked at the appropriate rate of pay.

23.05 Leave for Management Position

The Employer and the Union hereby agree that any employee selected for a management position will be granted a leave or leaves of absence totalling no more than six (6) months in any one (1) calendar year with full return rights to the bargaining unit. The employee shall not lose seniority or benefit rights but shall not accumulate seniority during the period the employee is on leave. It is agreed said employee will be required to pay his/her union dues for this period of time.

23.06 Pregnancy / Parental / Adoption Leave of Absence

Leave under this Article will be as per Employment Standards Act.

23.07 Compassionate Leave

Up to five (5) days per calendar year may be granted by the Corporation to any employee to attend to the illness or injury of an immediate family member. Immediate family member includes spouse, son, daughter, mother and father. Calculations shall be done on an hourly basis and deductions shall be made from the accumulated sick leave credits.

ARTICLE 24 - PAYMENT OF WAGES AND ALLOWANCES

24.01 Rates of Pay

The rates of pay for each position within the Corporation covered by this Collective Agreement shall be as set out in the attached wage schedules.

24.02 Pay Days

All employees shall be paid every second Friday, twenty-six (26) pay periods per year.

24.03 Payroll Deposit

All employees payroll cheques shall be directly deposited into their bank accounts.

24.04 Temporary Changes in Position

All employees, other than office employees, shall be required to undergo an initial qualifying period of fifteen (15) days upon taking over the duties of a higher paid position and shall then receive the increased pay allowance.

Previous days worked at the higher paid position will be applied towards the qualifying period.

Office employees, upon taking over the duties of a higher paid position, must perform such duties for a minimum period of ten (10) days and shall then receive the increased pay allowance.

24.05 Bonus Upon Retirement

This clause only applies to regular full time employees:

Years of Service:

10 - 14	\$1,000
15 - 19	\$1,500
20 - 24	\$2,000
25 - 29	\$2,500
30 - 34	\$3,000
Over 35	\$3,500

24.06 Excessive Deterioration of Clothing

The Corporation will make available suitable coveralls to protect clothing, also rain suits, mitts, gloves, CSA approved rubber boots, hard hats and liners, CSA approved insulated rubber Safety boots and insulated coveralls. Uniforms will be provided for Arena Attendants. The above articles to be issued at the discretion of the Superintendent or Division Manager.

24.07 Safety Footwear Allowance

Union members who are required to wear safety footwear on the job shall receive two hundred dollars (\$200.00) for regular full-time employees and one hundred and forty (\$140.00) for seasonal and part-time employees per year for safety footwear providing paid invoices are presented for payment to the Town.

24.08 Tool Allowance

Mechanics and Tradesperson(s) shall receive three hundred dollars (\$300.00) for tool allowance per year providing tools are for employment and receipts are submitted. No Employee shall be provided with a tool allowance if they have submitted notice of retirement, or resignation, or have received notice of termination.

24.09 Mileage Allowance

The Meter-Reader shall be provided with a Town of Fort Frances vehicle for his/her work related use.

24.10 Safety Glasses

The Corporation will pay for prescription safety glasses for employees who are required to wear them on the job, up to a maximum of \$400.00 per 24 month period.

24.11 Professional Fees

Where legislation or the employer requires membership to professional associations, the Corporation agrees to pay 100% of the associated fees.

24.12 Work Pant Allowance

Arena Attendants shall receive one hundred fifty dollars (\$150.00) per year for work pants up to a maximum of two (2) pairs. Water Treatment Plant staff shall be provided four hundred and fifteen dollars (\$415.00) per year for ARC Resistive work pants, up to a maximum of two (2) pairs and one (1) ARC Resistive shirt. Paid Invoices are to be presented to the Town for reimbursement.

ARTICLE 25 - HEALTH AND SAFETY

25.01 Accident Prevention

The Corporation shall observe all reasonable precautions and provide all safety devices on appliances that may reasonably be required for ample protection of workers. All employees are required to co-operate with the Corporation and to follow the Corporation's Health and Safety Policy and achieve the prevention of accidents and will, from time to time, as occasion requires, make such representations to the Council as may be considered necessary to prevent any accidents.

25.02 All Accidents to be Reported

Employees shall immediately report all accidents to their Superintendent or Manager. Employees who are involved in an accident which may be the subject of a Workplace Safety and Insurance Board claim shall immediately report to the Superintendent or Manager and the Human Resources Manager.

ARTICLE 26 - VEHICLES DRIVERS-TESTS

26.01 Vehicles Drivers-Tests

Under Government regulation, each vehicle operator and driver must be re-tested for a classified license to operate a vehicle. Should any vehicle operator or driver fail to pass the test for the type of vehicle normally operated, such operator or driver shall not remain in that position without the proper classified license but shall drop back to the next lower position or classification for which they are qualified and for which a proper classification of operator's license can be obtained by such operator or driver.

ARTICLE 27 – GENERAL

27.01 Deportment

It is agreed that persons in authority when addressing employees, shall refrain from using abusive or obscene language, and no employee shall use abusive or obscene language to authorized personnel having supervisory authority. Employees shall, during working hours, be courteous to the public. Employees shall not, during working hours, discuss policy or give opinions relative to the work in progress that may be prejudicial to the good and order of the Town.

27.02 Apprenticeship Program

1. a) An applicant must be at least eighteen years old;
b) An applicant must have a secondary school diploma (Grade XII) or equivalent;
c) Preference will be given to present employees who qualify;
d) Prior to commencing the trade apprenticeship, the successful applicant will be thoroughly familiarized as to terms of apprenticeship; he will then be required to sign on to the apprenticeship training program.
2. The technical training of an Apprentice shall be provided through attendance at Government Trade Schools. The number of hours of technical training shall be determined by the Apprenticeship and Tradesmen Qualifications Act 1964.
3. The Corporation shall provide appropriate correspondence courses for the trade. The Apprentice shall bear the cost of such courses but will be completely reimbursed when such courses are successfully completed.
4. An Apprentice will be allowed four consecutive hours per week at straight-time pay to study during his normal workweek.
5. The Corporation will pay for books and materials for each Apprentice attending Trade School. The Apprentice will be paid forty (40) times his regular hourly rate for each week he attends Trade School, plus an allowance of \$50.00 per week. The Corporation agrees to further discussions on apprenticeship allowance while at school away from home following date of ratification of the Memorandum of Agreement.
6. Tools are essential for Tradesmen. Each Apprentice shall provide himself with a proper set of tools, according to his Trade, by the end of his apprenticeship.
7. An Apprentice will rotate through the various trades prior to and between each session at trade school.
8. When a labourer is selected as an Apprentice and has an hourly rate in excess of the apprenticeship rate, the newly selected Apprentice shall stay at the higher rate until the apprenticeship rate catches up.
9. When a special job comes up, an Apprentice or, where practical, Apprentices in the trade concerned, will be given an opportunity to work on the job.
10. The Corporation will supply a signed Certificate of Apprenticeship upon successful completion of the apprenticeship.
11. The parties to this Agreement recognize the Apprenticeship and Tradesmen Qualifications Act 1964, as it applies to employees covered by this Labour Agreement.
12. Apprentices shall receive wages as follows:

1st Year	- 75% Mechanic's Rate
2nd Year	- 80% Mechanic's Rate

3rd Year	- 85% Mechanic's Rate
4th Year	- 95% Mechanic's Rate

27.03 Singular or Masculine Terms

Whenever the singular or masculine is used in this agreement, it shall be considered as if the plural or feminine has been used where the context so requires.

27.04 Bulletin Board

The Corporation will provide a bulletin board in a non-public location for the use of the Union.

ARTICLE 28 - TECHNOLOGICAL CHANGE

28.01 Technological Change

Recognizing the need for introducing from time to time technological change(s) and/or automation, and having concern for the impact of such change(s) on its employees, the Corporation undertakes to advise and discuss with the Union, as far in advance as possible and in any case, not less than sixty (60) days before the introduction thereof, technological change(s) and/or automation which the Corporation decides to introduce. The Corporation will consider and discuss with the Union ways and means, including re-training, of lessening the impact such technological change(s) and/or automation may have on employees.

ARTICLE 29 – JOINT JOB EVALUATION COMMITTEE

29.01 The Joint Committee shall consist of no more than three (3) members per side. Quorum shall consist of two (2) members from each side. If there is an unequal number of members present, one member shall recuse themselves from any job evaluation, but may remain present at the meeting to observe.

29.02 When job evaluations are conducted, each party may provide up to one (1) additional advisor such as a supervisor who oversees the position, or the CUPE National Representative, to facilitate the process. The advisor shall not actively participate in determining ratings, but may provide advice, or assist to clarify questions that may arise as related to Job Analysis, Job Descriptions, application of the Job Evaluation Tool, or other matters that arise.

29.03 The Joint Committee shall operate by consensus and shall evaluate jobs based on the Corporation of the Town of Fort Frances Evaluation Plan, or any other such gender-neutral job evaluation system as the parties may agree upon.

29.04 If an employee believes that there has been a significant change in the job duties, responsibilities or working conditions in an employee's job, either the employee or supervisor may, by completing the Job Description Amendment Form and forwarding it to the Employer, request a review of the job by the Joint Committee. The Joint Committee shall meet as required to review such requests.

29.05 The Employer shall prepare a revised job description based on submitted changes, in consultation with the requester, if needed. The Joint Committee shall review the revised job description and determine whether or not the job should be re-evaluated. If the job is re-

evaluated, the Committee shall determine whether or not the points assigned result in a change in the job.

If the points assigned change the job, the retroactivity adjustment will be based upon the effective date stated on the Job Description Amendment Form.

- 29.06** When a new job description has been approved and the job has been evaluated, the employee and the supervisor shall be notified in writing. In addition, both the Union and the Employer shall receive a copy of all new or revised job descriptions, including the points assigned and the job.
- 29.07** The Joint Committee may request any additional information or clarification from the employee and/or the Employer and may also enlist any professional assistance which may be required in order to resolve any issues upon which consensus has not been reached.
- 29.08** In the event that the employee or supervisor is not satisfied with the consensus reached by the Joint Committee, the employee and/or the supervisor may request a meeting with the Joint Committee to review the committee's decision. The choice of conducting the meeting shall be at the sole discretion of the committee.
- 29.09** When a new job is created, the Employer will prepare a draft job description, which will be evaluated by the Joint Committee in the same manner as previously set forth. The new job description shall be forwarded to both the Union and Employer for comment.
- 29.10** In the event that the Joint Committee cannot reach consensus, the matter shall be referred to a panel of two specialists (one representing each party). The parties shall be responsible for the costs associated with securing the services of their own specialist.
- 29.11** In the event that the Joint Committee and the specialists cannot reach consensus, the matter shall be referred to a single Arbitrator, who shall be jointly selected by the parties. The decision of the Arbitrator shall be final and binding on the parties. The Arbitrator's fees and expenses shall be determined in advance and shall be borne equally by both parties.
- 29.12** The employer and the Union shall be in attendance at the Arbitration hearing. The Arbitrator shall have the right to request additional information and to summon other parties as deemed necessary.

ARTICLE 30 - TERM OF AGREEMENT

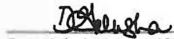
30.01 Effective Date

This Agreement shall be effective as from January 1, 2023 and shall continue in full force and effect until December 31, 2026 and it shall be deemed to continue in force and effect from year to year, and shall be reopened for discussion or amendment only on notice to the proper official of the other party (the Clerk of the Corporation and the Secretary of the Union) within ninety (90) days of the expiration date.

DATED this 5th day of March, 2024.

Signed on behalf of

THE CORPORATION OF THE TOWN OF
FORT FRANCES

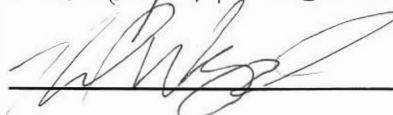
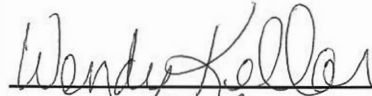


Dawn Galusha (Jan 25, 2024 08:24 CST)



Signed on behalf of

CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 65



:RC/COPE491

SCHEDULE “A” – WAGE SCHEDULE

Parks and Cemeteries and Public Works				
Position	Effective January 1, 2023	Effective January 1, 2024	Effective January 1, 2025	Effective January 1, 2026
Head Mechanic	\$ 35.76	\$ 36.65	\$ 37.38	\$ 38.13
GIS Expert	\$ 35.02	\$ 35.90	\$ 36.62	\$ 37.35
Engineering Technologist	\$ 34.19	\$ 35.04	\$ 35.74	\$ 36.45
Parks Working Foreman	\$ 33.40	\$ 34.24	\$ 34.92	\$ 35.62
Public Works Working Foreman	\$ 33.06	\$ 34.24	\$ 34.92	\$ 35.62
Tradesperson	\$ 32.60	\$ 33.42	\$ 34.09	\$ 34.77
Mechanic	\$ 32.60	\$ 33.42	\$ 34.09	\$ 34.77
Public Works Lead Hand	\$ 31.80	\$ 33.42	\$ 34.09	\$ 34.77
Storeskeeper	\$ 31.52	\$ 32.31	\$ 32.96	\$ 33.62
Survey Technician	\$ 30.69	\$ 31.46	\$ 32.09	\$ 32.73
Class I Equipment Operator	\$ 30.49	\$ 31.48	\$ 32.11	\$ 32.75
Parks Lead Hand	\$ 29.70	\$ 30.44	\$ 31.05	\$ 31.67
Playground Inspector	\$ 29.63	\$ 30.37	\$ 30.98	\$ 31.60
Class II Equipment Operator	\$ 28.99	\$ 29.71	\$ 30.30	\$ 30.91
Truck Driver	\$ 28.35	\$ 29.06	\$ 29.64	\$ 30.23
Public Works Labourer	\$ 27.68	\$ 28.37	\$ 28.94	\$ 29.52
Seasonal Parks Labourer (Incumbents prior to 2020)	\$ 27.24	\$ 27.24	\$ 27.44	\$ 27.99
Seasonal Parks Labourer	\$ 26.24	\$ 26.90	\$ 27.44	\$ 27.99
Student Labourer	\$ 17.77	\$ 18.21	\$ 18.57	\$ 18.94

SCHEDULE "A" – WAGE SCHEDULE

Water Works Water Distribution and Wastewater Collection				
Position	Effective January 1, 2023	Effective January 1, 2024	Effective January 1, 2025	Effective January 1, 2026
Overall Responsible Operator Wastewater Collection System	\$ 34.03	\$ 35.07	\$ 35.77	\$ 36.49
Operator in Charge Water Distribution/Wastewater Collection System	\$ 33.27	\$ 34.24	\$ 34.92	\$ 35.62
Class II Water Distribution/Wastewater Collection Operator	\$ 31.52	\$ 32.31	\$ 32.96	\$ 33.62
Class I Water Distribution/Wastewater Collection Operator	\$ 29.28	\$ 30.44	\$ 31.05	\$ 31.67
Operator in Training Water Distribution/Wastewater Collection	\$ 28.53	\$ 29.71	\$ 30.30	\$ 30.91

Water Works Water Treatment System				
Position	Effective January 1, 2023	Effective January 1, 2024	Effective January 1, 2025	Effective January 1, 2026
Overall Responsible Operator Wastewater Treatment System	\$ 36.33	\$ 37.42	\$ 38.17	\$ 38.93
Operator in Charge Water Treatment System	\$ 34.21	\$ 35.07	\$ 35.77	\$ 36.49
Class IV Water Treatment Operator*	\$ 32.60	\$ 33.42	\$ 34.09	\$ 34.77
Class III Water Treatment Operator	\$ 31.49	\$ 31.48	\$ 32.11	\$ 32.75
Class II Water Treatment Operator	\$ 30.76	\$ 31.48	\$ 32.11	\$ 32.75
Class I Water Treatment Operator	\$ 29.28	\$ 30.44	\$ 31.05	\$ 31.67
Operator in Training Water Treatment	\$ 28.53	\$ 29.71	\$ 30.30	\$ 30.91

Arena Attendants				
Position	Effective January 1, 2023	Effective January 1, 2024	Effective January 1, 2025	Effective January 1, 2026
Facilities Attendant - Three Tickets	\$ 30.87	\$ 31.64	\$ 32.27	\$ 32.92
Facilities Attendant - Two Tickets	\$ 30.08	\$ 30.83	\$ 31.45	\$ 32.08
Facilities Attendant - One Ticket	\$ 29.32	\$ 30.05	\$ 30.65	\$ 31.26
Facilities Attendant - Base	\$ 28.53	\$ 29.24	\$ 29.82	\$ 30.42
Caretaker	\$ 23.36	\$ 23.94	\$ 24.42	\$ 24.91

Airport Attendants				
Position	Effective January 1, 2023	Effective January 1, 2024	Effective January 1, 2025	Effective January 1, 2026
Airport Attendant - 6 months	\$ 28.28	\$ 28.99	\$ 29.57	\$ 30.16
Airport Attendant - 12 months	\$ 29.58	\$ 30.32	\$ 30.93	\$ 31.55
Airport Attendant - 24 months	\$ 30.20	\$ 30.96	\$ 31.58	\$ 32.21

Office				
Position	Effective January 1, 2023	Effective January 1, 2024	Effective January 1, 2025	Effective January 1, 2026
Payroll Clerk	\$ 33.37	\$ 34.24	\$ 34.92	\$ 35.62
Tax Administrator	\$ 33.23	\$ 34.24	\$ 34.92	\$ 35.62
Meter Reader	\$ 29.92	\$ 29.06	\$ 29.64	\$ 30.23
Accounts Payable Clerk	\$ 31.52	\$ 32.31	\$ 32.96	\$ 33.62
Head Cashier	\$ 30.71	\$ 31.48	\$ 32.11	\$ 32.75
Receptionist / Water and Sewer Billing Clerk	\$ 30.71	\$ 31.48	\$ 32.11	\$ 32.75
Utility Billing Clerk*	\$ 30.71	\$ 31.48	\$ 32.11	\$ 32.75
Utility Clerk*	\$ 30.71	\$ 31.48	\$ 32.11	\$ 32.75
Accounting Clerk II (Public Works Clerk, Cashier)	\$ 30.59	\$ 31.35	\$ 31.98	\$ 32.62
Receptionist - Treasury*	\$ 29.70	\$ 30.44	\$ 31.05	\$ 31.67
Treasury Float	\$ 29.12	\$ 29.71	\$ 30.30	\$ 30.91
Accounting Clerk I*	\$ 28.78	\$ 29.50	\$ 30.09	\$ 30.69

SCHEDULE "B" – CLASS 1 AND CLASS 2 OPERATOR

Any employee, upon being classified as a grader, dozer and backhoe operator, shall be classified as a Class II Operator for a period of two (2) years. During the initial two year period, the Class II Operator must be able to successfully complete the training requirements for each piece of equipment. At the end of the two year period and upon successful completion of the training requirements, a Class II Operator will move to the Class I Operator Classification.

There will be an evaluation of current Class II employees to determine their standing in the Class I progression. In addition, Class II Operators who operate a Class I machine shall be paid at the Class I rate.

Loader Backhoe	Class I
Excavator	Class I
Front End Loader	Class I
Grader	Class I
Tractor Mounted Brush Cutter	Class I
Sidewalk Blower	Class II
Sidewalk Plough	Class II
Street Sweeper	Class II
Compaction Rollers	Class II
Plough Truck	Class II
Combination High Pressure / Vacuum Unit	Class II
Sand Trucks	Class II
Diesel Tractor with Gang Mower	Class II

LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE TOWN OF FORT FRANCES
(hereinafter referred to as the Employer)

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES - LOCAL 65
(hereinafter referred to as the Union)

Re: Special Projects

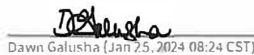
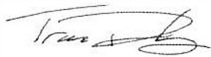
The Employer will meet with the Union to discuss any special projects that may arise in order to review the staffing requirements.

The Parties agree that whenever possible, current qualified employees will be offered any available work prior to hiring Interim Replacement employees.

DATED this 5th day of March, 2024.

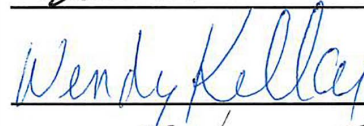
Signed on behalf of

**THE CORPORATION OF THE TOWN OF
FORT FRANCES**


Dawn Galusha (Jan 25, 2024 08:24 CST)

Signed on behalf of

**CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 65**



LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE TOWN OF FORT FRANCES

(hereinafter referred to as the Employer)

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES - LOCAL 65

(hereinafter referred to as the Union)

Re: New Labourer Position – P.W. and Airport Back-up

Whereas the Corporation of the Town of Fort Frances has decided to hire a new Public Works Labourer, and this individual will also provide back-up relief for the Airport Attendants, it is agreed that the following exclusions and adjustments to the current Collective Agreement will apply to this individual for this position only.

Article 13 – Hours of Work

The Airport is a seven (7) day operation. Overtime will only apply if the employee works more than their scheduled forty (40) hours per week. Any 'scheduled' time at the Airport within the forty (40) hours per week, be that on a Saturday or Sunday, will be at straight time.

The employee will provide back-up relief for the Airport Attendants (be that vacation, sick-time, bereavement leave or other relief) and will be scheduled for shifts by the Airport Supervisor or designate.

Every effort will be made to give the employee sufficient prior notice of shifts at the Airport, and effort will be made to schedule those shifts in blocks of one week whenever possible. For all other shifts throughout the year, the employee will work under the schedule and direction of the Transportation Superintendent.

Article 15 – Shift Work

Article 15 will not apply to the employee hired for this position, for any of the shifts they perform at the Airport. There will be no shift Differential for the Back-up Airport Attendant.

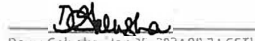
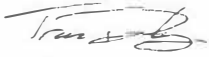
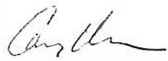
Article 24 – Payment of Wages and Allowance

The employee hired for this position will receive the current "Labourer – Public Works" wage as per Schedule "A" of the Collective Agreement, for any and all time spent in the performance of their duties at Public Works. For all time spent as the Back-up Airport Attendant, the wage schedule listed below will apply.

DATED this 5th day of March, 2024.

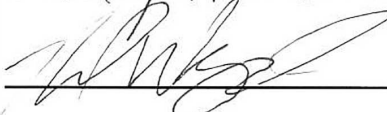
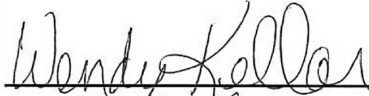
Signed on behalf of

THE CORPORATION OF THE TOWN OF
FORT FRANCES


Dawn Galusha (Jan 25, 2024 08:24 CST)

Signed on behalf of

CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 65



:RC/COPE491

Administration & Finance
Division
Planning & Development Division
Phone: 807-274-5323
Fax: 807-274-8479

Mailing Address for All Divisions:
Civic Centre
320 Portage Avenue
Fort Frances, ON
P9A 3P9



Operations & Facilities Division
Phone: 807-274-9893
Fax: 807-274-7360

Community Services Division
Phone: 807-274-4561
Fax: 807-274-3799

email: town@fortfrances.ca
www.fortfrances.ca

November 19, 2024

Canadian Union of Public Employees
Attention: Erik Gustafson, Devin Klassen

Without prejudice or precedent

RE: Letter of Understanding: New Wastewater Treatment Plant Positions

The following summarizes the agreement between the Corporation of the Town of Fort Frances ("the Corporation") and the Canadian Union of Public Employees Local 65 ("the Union") regarding the addition of the Wastewater Treatment Plant. These positions were evaluated by the Joint Evaluation Committee on November 20, 2023, and the following positions and their respective Pay Band Rates were determined as follows:

Water Works				
Water Distribution and Wastewater Collection				
Position	Effective January 1, 2023	Effective January 1, 2024	Effective January 1, 2025	Effective January 1, 2026
Wastewater Treatment Plant – Overall Responsible Operator	\$35.76	\$36.65	\$37.38	\$38.13
Wastewater Treatment Plant – Operator-in-Charge	\$34.21	\$35.07	\$35.77	\$36.49
Wastewater Treatment Plant – Operator-in-Training	\$28.99	\$29.71	\$30.30	\$30.91

Terms of Agreement:

1. **Wage Payment:** The employees in these newly created positions will receive payment of wages as per Schedule "A" of the Collective Agreement.
2. **Hours of Work:** The hours of work for Wastewater Treatment Plant employees shall consist of eighty (80) hours biweekly, based on eight (8) hours per day. The Wastewater Treatment Plant operates seven (7) days a week, with daily hours of operation from 7:30AM to 4:00PM, with one-half (1/2) hour off for lunch between 11:30AM and 12:00PM. The hours of operation may be subject to change, and any

adjustments will be communicated to the Union and impacted employees in advance.

3. **Rotating On-Call Schedule:**

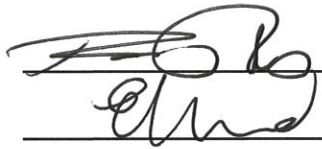
- a. The three operators (Wastewater Treatment Plant ORO, OIC, and OIT) will have a rotating on-call schedule. Each week they are on-call, they will accumulate 12 hours of stand-by time.
 - b. The operator will be allowed to accumulate the twelve (12) hours of standby time to a maximum limit of one hundred (100) hours.
 - c. Once at the maximum standby time, the Wastewater Treatment Plant Operator will be required to not go over this limit and will be required to utilize this stand-by time prior to the next on-call week.
 - d. In the event of changes to the Wastewater Treatment Plants current seven (7) day operational schedule, the Corporation will notify the Union in advance of any changes to standby hours.
4. **Overtime:** Overtime will only apply if the employee works more than their scheduled eighty (80) hours biweekly. Any 'scheduled' time at the Wastewater Treatment Plant within the eighty (80) hours biweekly, including Saturdays or Sundays, will be compensated at straight time.
5. **Paid Holidays:** When one of the paid holidays as outlined in Article 21.01 occurs during an on-call week, the Wastewater Treatment Plant Operator will receive an additional eight (8) hours of standby time.
6. **Work Pant Allowance:** Wastewater Treatment Plant staff shall be provided four hundred and fifteen dollars (\$415.00) per year for ARC Resistive work pants, up to a maximum of two (2) pairs and one (1) ARC Resistive shirt. Paid invoices are to be presented to the Town for reimbursement.

Unless specified otherwise in this Letter of Understanding, it is understood that the remainder of terms and conditions outlined in the current Collective Agreement between the Corporation and the Union shall continue to apply to the employment relationship between the parties.

Dated this 22 day of November 2024

Signed on behalf of

THE CORPORATION OF THE
TOWN OF FORT FRANCES



Signed on behalf of

CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 65


Wendy Kelly

LETTER OF UNDERSTANDING

Between

The Corporation of the Town of Fort Frances

(the "Town")

And

Canadian Union of Public Employees - Local 65

(the "Union")

Background

The Town of Fort Frances has experienced ongoing challenges in attracting and retaining qualified candidates for critical operational roles, specifically Mechanic and Tradesperson positions, despite sustained recruitment efforts since early 2024. These difficulties have been compounded by competitive labour market conditions, where prospective candidates frequently decline offers in favour of employers offering higher compensation packages. In cases where hires have been made, retention has proven problematic, with employees often leaving for opportunities that provide greater financial incentives and career advancement.

Recognizing the impact these staffing gaps have on service delivery and operational continuity, the Town is committed to implementing proactive measures that strengthen its ability to compete for skilled talent. To address these issues and promote long-term workforce stability, the Town proposes the introduction of a structured, transparent salary progression system tied to the attainment and maintenance of professional certifications. This approach not only ensures market competitiveness but also incentivizes ongoing professional development, supports employee engagement, and aligns compensation with demonstrated expertise.

Terms of Agreement

1. On a without prejudice and without precedent basis, the parties agree to:
 - Implement a Certification-Based Salary Progression system for the following roles: Head Mechanic, Mechanic, and Tradesperson.
 - This system will award salary increases based on attainment and retention of recognized certifications and milestones, supported by satisfactory performance evaluations.

Tier	Certification Achieved	Salary Adjustment	Notes
Tier 1	Skilled Trades Ontario Certificate of Qualification (compulsory trade) and/or Red Seal Endorsement	+ \$2.50 /hour	Applicable Trades examples: Automotive Service Technician (310S), Truck and Coach Technician (310T), Electrician – Domestic and Rural (309C), Plumber (306A) +\$2.50 per C of Q or RSE held
Tier 2	Skilled Trades Ontario Non-Compulsory Trade	+ \$1.50 /hour	Applicable Trades examples: Small Engine Technician (435A), Drywall Finisher (453A) +\$1.50 per qualification held

Tier 3	Master Status Certification (ASE)	+ \$1.00 /hour	Requires multiple certifications and years of experience, A & T Series eligible
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2. Additional Criteria for Eligibility:

- Salary adjustments are based solely on base salaries, excluding additional compensation.
- Incumbents shall provide proof of certification for each certification achieved prior to being authorized for the adjustment.
- All adjustments comply with the Employment Standards Act (ESA).
- Certification-based increases require satisfactory performance evaluations.
- Employees must maintain active certification status.
- The Town will offer reimbursement or time allowances for certification-related training as per the collective agreement.
- Retroactive payments do not apply; adjustments take effect January 2026.

Duration

This Letter of Understanding will remain in effect for the remainder of the current Collective Agreement unless otherwise negotiated.

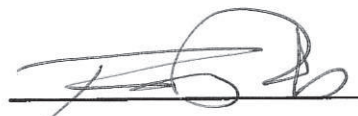
Non-Precedent Clause

This Letter of Understanding is made without prejudice and shall not be considered precedent-setting. All other terms and conditions of the Collective Agreement remain in full force and effect.

Signed this 30th day of December, 2025, in Fort Frances, Ontario:

For the Town:


Marcel Michaels, Chief Administrative Officer


Travis Rob, Operations and Facilities Manager


Mia Sexton, Human Resources Manager

For the Union:


Erik Gustafson, CUPE Local 65

