

# **COLLECTIVE AGREEMENT**

**Between:**

**THE CORPORATION OF THE TOWN OF KIRKLAND LAKE**

**and**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL NO. 26**

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**Effective Dates:**

**May 1<sup>st</sup>, 2020 to April 30<sup>th</sup>, 2025**

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CUPE Local 26 and The Corporation of the Town of Kirkland Lake - Collective Agreement  
Expiring April 30<sup>th</sup>, 2025

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## **ARTICLE 1 - PURPOSE**

- 1.01 The parties hereto agree that the general purpose of this Agreement is to promote a harmonious industrial relationship and to provide orderly collective bargaining relations between the parties.

## **ARTICLE 2 - RECOGNITION**

- 2.01 The Corporation recognizes the Union as the sole collective bargaining agency for all employees of the Corporation's Department of Physical Services in the Public Works Division, Waterworks and Utilities Division and all employees of the Corporation's Department of Community Services in the Parks and Recreation Division save and except: Department Heads, Foreman, and persons above these ranks, office staff, managers and persons regularly employed twenty-four (24) hours per week or less.
- 2.02 Persons not in the bargaining unit shall not perform work normally performed by employees in the bargaining unit that will result in the layoff, demotion or displacement of any employees in the bargaining unit.
- 2.03 No employees in the bargaining unit shall be required or permitted to make a written or verbal agreement with the Corporation or its representatives which may conflict with the terms of this Collective Agreement.
- 2.04 When an employee from the bargaining unit transfers to a position outside of the bargaining unit, he shall pay Union dues in order to maintain his seniority until such time as the Union is notified that he will not return to the bargaining unit. Such Union dues deductions shall be made in accordance with Article 18 of this Collective Agreement.

## **ARTICLE 3 - RIGHTS OF THE CORPORATION**

- 3.01 The Union agrees that the Corporation has the exclusive right to generally manage all departments including such rights as:
- a) To determine the size of the working force, the number of men required for any or all jobs, the kinds of equipment, machines or tools to be used and their location, the allocation and assignment of work to employees, and to judge the qualifications of the employees, subject to the right of the employees to challenge the decision of the Corporation through the grievance procedure and arbitration.

- b) To maintain order, discipline and efficiency, to make, alter and amend reasonable rules of conduct and procedure for employees; to hire, classify, transfer, promote, demote and layoff and discharge, suspend or discipline employees for just cause, provided however, that any exercise of these rights in conflict with any of the provisions of this Agreement may be subject of a grievance as provided under the Grievance Procedure of this Agreement.

#### **ARTICLE 4 - UNION COMMITTEES AND STEWARDS**

**4.01** The Corporation acknowledges the right of the Union to appoint or otherwise select stewards and a committee of stewards to be known as the Grievance Committee. The Union shall advise the Corporation of the names of the stewards and the Grievance Committee. The Corporation shall supply the Union with the names of all foremen, superintendents or other representatives of the Corporation who may be called upon to perform any acts in connection with this Agreement, and if any permanent changes in personnel occur, the lists shall be corrected within thirty (30) days.

**4.02** The Grievance Procedure shall be carried out as far as practicable outside regular working hours so as to reduce loss of work and wages to a minimum. Payment for time lost during working hours will be paid in cases where the Corporation calls a meeting to discuss grievances.

**4.03** If the Union believes it is necessary for an employee to take time off during working hours for the investigation of a grievance or in an attempt to settle a grievance, the employee will arrange with his foreman or superior to be off at a time which will least interfere with the work. In order that there may be no difference of opinion afterwards as to the time taken off work, he shall obtain a permission pass from his foreman. The pass will show the time he leaves work and the time he returns to his work. The pass must be signed by the employee and the foreman.  
The original of the pass will be given to the Department Head and a carbon copy given to such employee. Permission to be away from work will not unreasonably be withheld.

**4.04** The Grievance Committee shall consist of not more than four (4) Stewards.

**4.05** **Labour Management Committee**

The Corporation agrees to meet with a committee appointed by the Union, at times satisfactory to both parties for the purpose of discussing matters relating to the safety and welfare of the employees covered by this Agreement or relating to the efficiency of the operations. The joint committee shall establish its own rules of procedure and timetable. A representative of the Bargaining Committee employed by the Corporation shall be entitled to attend scheduled bargaining meetings and conciliation proceedings without loss of remuneration to a maximum of three (3) days.

## **ARTICLE 5 - GRIEVANCE PROCEDURE**

- 5.01** The parties agree that it is desirable that any complaints or grievances should be adjusted as quickly as possible. Employees may try to settle their complaints with their foreman/immediate supervisor as soon as possible after the said complaints originate, before proceeding with the formal grievance procedure.
- 5.02** Nothing in this Agreement shall be construed to limit or impair the right of any employee to present any complaint or grievance directly to his foreman/immediate supervisor or department head or to restrict the Corporation from making settlements with respect to any such complaints or grievances, so long as the terms of any such settlement do not conflict with other provisions of this Agreement.
- 5.03** Should any difference as to the meaning or violation of the provisions of this Agreement arise between the Corporation and the Union or between the Corporation and any employee, an earnest effort shall be made to settle such difference in the following manner:

### **STEP ONE**

Within seven (7) working days after the alleged grievance has arisen (see exception re alleged complaint for underpayment of wages), the employee, accompanied if desired, by a steward, may take the matter up with the Manager of Public Works or Manager of Infrastructure or Director of Community Services. Failing satisfactory settlement within 2 working days, the employee may proceed to Step 2.

### **STEP TWO**

Within 2 working days, the employee may take the matter up with the Director of Physical Services or Director of Community Services, accompanied by the Grievance Committee. At this stage, the grievance must be in writing. Failing satisfactory settlement within 2 working days, the employee, if he so desires, may proceed to Step 3.

### **STEP THREE**

Within 2 working days, mentioned in Step 2, the employee, accompanied by the Grievance Committee and, if desired, a representative of the Union may present the written record of the grievance to the Chief Administrative Officer or such other person as the Corporation requires. Failing a satisfactory settlement within seven (7) working days, the grievance may be taken to arbitration as stated herein, within a further period of seven (7) working days.

- 5.04** Any difference arising directly between the Corporation and the Union concerning the interpretation or alleged violation of this Agreement may be submitted in writing by either party to the other at Step 2.

- 5.05** It is agreed that the settlement of any grievance under this Article shall not be construed as a precedent and shall not be binding on either party with respect to any other grievance.
- 5.06** Any and all the time limits fixed by this Article may at any time be extended by agreement in writing between the parties. If advantage of the provisions of this Article is not taken within the time limits specified, or as extended in writing by mutual agreement, the matter in dispute shall be deemed to have been abandoned.
- 5.07** A grievance arising out of alleged underpayment of wages shall first be discussed by the claimant with the immediate supervisor, before resorting to the regular grievance procedure set out herein. A grievance of this nature must be presented within three (3) days after the employee received his pay cheque and any adjustment shall be retroactive to the date the grievance first occurred.
- 5.08** Grievances concerning layoffs due to a reduction in the working force shall be initiated at Step 2 of the Grievance Procedure.
- 5.09** The Grievance Procedure shall be carried out on the property of the Corporation or at such other place as the parties shall mutually agree upon.
- 5.10** No grievance shall proceed to arbitration without having the formal approval in writing of the Local Union.

#### **ARTICLE 6 - ARBITRATION**

- 6.01** The grievance may be submitted to arbitration by either party to this Agreement within the time limits set out in Step 3 of Article 5. In its notice in writing to the other party, the party submitting the matter to arbitration shall supply within five (5) working days, the name of three (3) possible Chairman of Arbitration. If the two parties fail to agree upon a Chairman within a further five (5) working days, the Minister of Labour of Ontario will appoint a Chairman.
- 6.02** The written record of the grievance as presented at Step 3, shall be submitted to the Board of Arbitration and the award of the Board shall be confined to the issues therein set out. It is agreed that the Board of Arbitration shall not have the authority to alter, modify, or amend any part of this Agreement or to make any general changes such as in wage rates, or to make recommendations inconsistent with the provisions of this Agreement.
- 6.03** Any arbitration shall be heard in Kirkland Lake or at such other place as the parties may mutually agree upon in writing.
- 6.04** In any arbitration, the presumption shall be, until the contrary shall have been proved, that the provisions of this Agreement have been complied with.

**6.05** The Union and the Corporation shall respectively pay the expenses of their appointee. The expenses of the Chairman shall be borne in equal shares by the Union and the Corporation. Witness fees and allowances shall be paid by the party calling the witnesses. No costs of arbitration shall be awarded to or against either party.

**6.06** In determining any grievance arising out of discipline, the Board may dispose of the claim by affirming the Corporation's action and dismissing the grievance or by setting aside the disciplinary action involved and restoring the grievor to his former position with or without compensation or in such a manner as may, in the opinion of the Board, be justified.

**6.07 Single Arbitrator**

The Employer and the Union agree that by mutual written agreement of the parties, a Sole Arbitrator may be substituted for a Board of Arbitration. The appointment and jurisdiction of the Arbitrator shall conform to the provisions of this Article. Each party shall pay one-half (½) of the fees and expenses of the arbitrator and any costs of the place of hearing of such arbitration if and when the necessity arises.

**6.08 Mediation**

Upon agreement by the parties, the time limits as set out in Step 3 of Article 5 for the submission of a grievance to Arbitration may be extended to allow sufficient time for a grievance Mediator to meet with the parties to attempt to resolve the grievance. Each party shall pay one-half (½) of the fees and expenses of the mediator and any costs of the place of meeting if and when the necessity arises.

**ARTICLE 7 - DISCHARGE CASES**

**7.01** If an employee be discharged and if he believes that he has been unjustifiably discharged, he may have his grievance taken up under the Grievance Procedure starting at Step 2, if presented in writing within seven (7) working days after the date of his leaving the employ of the Corporation and not otherwise.

If it should be settled finally in his favour, he shall be reinstated and paid his wages at his regular basic rate (less amounts earned during the time lost) for the time lost since the date of discharge, limited to a maximum of forty (40) hours per week, or any other arrangements which are just and equitable in the opinion of the conferring parties. If said discharge is taken to arbitration, the arbitrator may:

- a) Sustain the discharge; or
- b) Reinstated the employee with full pay for the time lost, less monies earned during the time lost and with no loss of seniority; or



- c) Reinstatement of the employee on any terms respecting payment of salary or non-payment of the same or loss of seniority as the Board of Arbitration in its wisdom sees fit.

**7.02** If an employee's disciplinary record has remained clear of any suspensions, warnings, or reprimands for a period of twelve (12) months, then any suspensions, warnings or reprimands shall be cleared from the employee's record upon written request of the employee.

**7.03** An employee shall have the right to have access to and review his personnel record at a time convenient to the Employer. An employee shall have the right to make copies at his expense of the material contained in his personnel record.

### **ARTICLE 8 - SENIORITY**

**8.01** Seniority shall mean the length of an employee's continuous service with the Corporation within the bargaining unit since the date of his last hiring by the Corporation.

It is agreed and understood that Corporation-wide seniority only applies and pertains to benefits an employee is entitled to pursuant to Articles 13 and 20.

**8.02** The seniority of an employee shall be lost if he leaves the employ of the Corporation either voluntarily or as a result of discharge.

**8.03** In all cases of promotion, transfer, demotion, layoff and recall, the Corporation shall consider the following two (2) factors in determining which employees are to be promoted, transferred, demoted, laid-off or recalled as the case may be:

- i) seniority,
- ii) the requirements and efficiency of the service and the ability, knowledge, training, skill, and physical fitness of the individual to fill the requirements of the job.

When factor 2) is equal as between two (2) or more employees, their relative seniority shall govern.

**8.04** Seniority lists will be compiled by the Corporation showing the seniority date of each employee covered by this Agreement. This list shall be posted on the bulletin board in January of each year. An employee may question the correctness of the date shown on the seniority lists within one (1) month after it is posted, but subsequent to this period, the date shall become final.

- 8.05** A new employee will be on probation for a period of six (6) months and shall have his name added to the seniority list at the end of this period and seniority shall be from date of hiring. There shall be no responsibility for the re-employment of a probationary employee if he is discharged during the period of probation. In filling vacancies when no permanent employee is available for the job, preference shall be given to probationary employees with the longest employment service who can do the job.
- 8.06** When employees are to be recalled by the Corporation, they shall be notified by Registered Mail to their last place of residence known to the Corporation and if they fail to report within ten (10) days after the mailing of such notice, then the Corporation shall be under no obligation to re-employ them.
- 8.07** An employee loses seniority and shall be deemed to be terminated in the following circumstances:
- a) Dismissal for just cause.
  - b) Voluntary resignation.
  - c) Failing to report for work within a period of ten (10) days after the mailing of such notice to report for work after a layoff.
  - d) After a layoff extending for a period of twenty-four (24) consecutive months.
  - e) Absence due to sickness or disability which continues for more than twenty-four (24) months.
  - f) Failure to report to work within ten (10) days after final payment of the initial award or the end of the period used in calculating a lump sum payment of Workers' Compensation for compensable disability incurred during the course of employment with the Corporation.

## **ARTICLE 9 – PROMOTIONS AND STAFF CHANGES**

### **9.01 Job Postings**

All vacant or newly created or temporary vacancies reasonably expected to last four (4) months or longer, that the Employer's at its absolute discretion, required to be filled and covered by Schedule A, shall be posted at a location accessible to all employees for a period of five (5) working days, during which time permanent employees will have the opportunity to apply for the position. If no permanent employee applies, preference shall be given to probationary employees with the longest employment service.

## **9.02 Information in Postings**

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

## **9.03 Trial Period for Internal Postings**

- a) The successful applicant shall be placed on trial for a period of ninety (90) working days to a maximum period of up to one hundred and eighty (180) working days to satisfy the requirements of the position's classification. With written consent of the Employer, the probationary employee and the Bargaining Unit Executive, such probationary period may be extended. Where the Employer requests an extension, it will provide notice to the Union at least five (5) working days prior to the expected date of the expiration of the initial probationary period. It is understood and agreed to that any extension to the probationary period will not exceed sixty (60) days worked.
- b) Conditional on satisfactory service, the employee shall be declared permanent after the working days for items a) are met.
- c) If the successful applicant wishes to return to his/her former position the employee will do so within the trial period.
- d) In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, he/she shall be returned to his/her former position, wage or salary rate, without loss of seniority.
- e) Any employee promoted or transferred because of the rearrangement of position shall also be returned to his/her previous position, wage or salary rate, without loss of seniority.

## **9.04 INTERNAL TRANSFERS EVALUATION**

Applicants will receive an evaluation within the first thirty (30) working days of their trial period.

## **9.05 Training**

- a) Whenever the Corporation decides that employees are required to be trained in any of the occupational classifications set out in Schedule "A", it shall post such training job vacancies pursuant to Article 9. Employees may not post for training job vacancies more than once every twelve (12) months.

- b) It is agreed that during the time of training, an employee will maintain the rate of pay of the classification he was in prior to commencing the training programme.
- c) Training programmes are from time to time to be discussed with the Chief Administrative Officer and one other person for the Corporation and two persons appointed by the Local Union Committee.  
The Employer shall endeavour, wherever reasonably possible, to cross train as many of its workers in other jobs in the bargaining unit.

## **ARTICLE 10 - LAYOFFS AND RECALLS**

A layoff shall be defined as a reduction in permanent positions in the workforce or a reduction in the regular hours of work of permanent employees as defined in this Agreement.

For the purpose of this clause, "permanent" is defined as a position to which an employee is assigned on a regular basis and for which regular hours of work have been established under this Agreement. For greater clarity, it is agreed that this clause shall not apply to seasonal or casual part-time employees who are called to work as required.

With respect to the development of any operating or re-structuring plan which may affect the bargaining unit, the Union shall be informed as soon as practicable and, in any event, in advance of notices of layoff being issued or other actions taken that would adversely affect the bargaining unit and through to the final phases of the process.

- a) In the event of a layoff, employees in each affected classification shall be laid off in the reverse order of their seniority.
- b) Providing an employee designated for layoff has the required education and/or experience, qualifications, skill and ability required, he may:
  - i) Fill an existing vacancy; or
  - ii) Displace in a position where an employee has lesser seniorityIt is further understood that the displacement procedure does not involve training. Therefore, an employee will be allowed a 3-week orientation in the new position.

## **ARTICLE 11 - LEAVE OF ABSENCE**

### **11.01 General Leave**

An employee may be granted leave of absence without pay by the Corporation if he can be spared. Any leave of absence exceeding a period of three (3) months, except in cases of illness or accident shall be excluded in computing seniority. Leave of absence in excess of three (3) days shall be in writing.

### **11.02 Leave for Union Function**

- If requested by the Union, the Corporation will grant leave of absence with pay, with benefits, and pension and without loss of seniority to employees to attend union business to be by the Corporation if they can be spared. The Union shall reimburse the employer for receipt of such pay. Such leaves of absence shall not total more than five (5) weeks in any calendar year for any employee, including any leave granted under Article 10.01 above, and not more than two (2) employees shall be on such leave of absence at one time.

### **11.03 Union Leave**

If requested by the Union, the Corporation will grant leave of absence without pay for a period not exceeding twelve (12) months to an employee selected to work full time for the Union. Such period of leave of absence shall not be deducted from the employee's seniority.

### **11.04 Jury Duty**

An employee who is required to report and/or serve on a jury will be paid his regular rate of pay for regular hours lost from work provided he endorses to the Corporation the amount received from the court for his jury service less any amounts received for transportation and meal allowance. Employee is to return to work if jury duties are complete prior to the end of his shift.

### **POLICIES**

Prior to distribution to members, management will forward a copy of the policy as adopted by council to Union Representatives.

### **11.05 Bereavement Leave**

An employee, after six (6) months employment, will be allowed three (3) days off with pay (normal working days) when death occurs in his immediate family. The three (3) days may not be consecutive if the death does not coincide with the funeral arrangements or in the event of a spring burial. Immediate family shall mean father, mother, mother-in-law, father-in-law, sister, brother, spouse, son, daughter, grandmother, grandfather, grandchild, brother and sister-in-law current stepfather, current stepmother, current stepchildren and grandparents of spouse or other relative living with him.

An additional 2 days off without pay for travelling time maybe granted by the Director or Supervisor to permit the employee to attend a funeral in his immediate family as per article 23.01 (i) that is to be held at a distant point.

### **11.06 Length of Maternity and Parental Leave**

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

## **ARTICLE 12 - NO STRIKES, LOCK-OUTS OR DISCRIMINATION**

**12.01** As the parties have set out in this Agreement an orderly procedure for settling grievances, including arbitration of same, it is agreed by the Corporation that there shall be no lock-out. The Union also agrees that there shall be no strike, stoppage or slowdown during the term of this Agreement. If such action should occur in violation of this Agreement, any or all of the employees taking part in or instigating the same shall be subject to discharge or other discipline but such action by the Corporation shall be subject to the Grievance Procedure as set out in Article 5.

### **12.02 – NO DISCRIMINATION**

The Employer and Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee in the manner of hiring, wage rates, training, upgrading, promotion, transfer, lay-off, recall, discipline, discharge, or otherwise by reason of age, race, ancestry, place of origin, ethnic origin, citizenship, sexual orientation, record of offences, disability, creed, colour, national origin, political or religious affiliation, sex or marital status, place of residence, all as set out and defined by the *Ontario Human Rights Code*, nor by reason of membership or activity in the Union, or any other reason.

## **ARTICLE 13 - PAID HOLIDAYS**

**13.01** All employees covered by this Agreement, after three (3) months continuous employment, shall receive a regular day's pay at their basic rates for the following holidays if not worked:

New Year's Day

Canada Day

Thanksgiving Day

Christmas Day

Good Friday

Civic Holiday

Family Day

Victoria Day

Labour Day

Boxing Day

Easter Monday

There will be four (4) floating holidays per year to be agreed to between the employee concerned and the Corporation. Floaters must be taken in the year they were earned.

- 13.02** In order to be entitled to payment for holidays not worked, an employee must work his regular shift preceding and his next regular shift immediately following any of the above-named holidays.
- 13.03** If an employee is required to work on the above-mentioned holidays, he shall receive in addition to the pay for the holiday, one and one-half (1½) times his regular day's pay, calculated on the hours actually worked.
- 13.04** Where a holiday as outlined in Article 12.01 falls on a regular day off (e.g., weekend), then an employee will receive an extra day off on the day immediately after the holiday. In the case of Parks and Recreation employees, the extra day off will be taken on a day mutually agreed upon.
- 13.05** Applicable to Parks & Recreation Employees only:  
Notwithstanding the provisions of Articles 12.01 and 12.03, it is agreed that the following paid holidays (namely Remembrance Day, Thanksgiving Day, Canada Day and Victoria Day) shall, at the request of the Corporation, be substituted for by another day to be observed as the paid holiday in question. The actual selection of such a substituted day will be effected by agreement between the Corporation and the employee concerned. Article 12.02 will then apply to the agreed to substituted day.

#### **ARTICLE 14 - VACATIONS WITH PAY**

- 14.01** Employees shall be entitled to vacation and payment for same according to the following schedule:
- 1) Employees with less than one (1) year's service:  
As per the Employment Standards Act of Ontario.
  - 2) Employees with one (1) year's service or more:  
Two (2) weeks vacation with pay.
  - 3) Employees with three (3) years' service or more:  
Three (3) weeks vacation with pay.
  - 4) Employees with ten (10) years' service or more:  
Four (4) weeks vacation with pay.
  - 5) Employees with seventeen (17) years' service or more:  
Five (5) weeks vacation with pay.
  - 6) Effective January 1, 2009  
Employees with twenty-four (24) years' service or more:  
Six (6) weeks vacation with pay.

- 14.02** A maximum of two weeks' vacation may be carried over to the following year. All vacation leaves carried over and not expended during the following year shall be cancelled unless the Department Head, due to pressure of work, cannot allow the vacation at the time chosen by the employee.
- 14.03** Employees shall notify the Foreman at least one (1) week in advance of the time that they intend to take their annual vacation. The Parks and Recreational Department shall notify the Foreman at least 2 weeks in advance of the time that they intend to take their annual vacation.
- 14.04** The Corporation will be the final judge of the vacation time. Requests of the individual employees will be considered and granted on the dates desired if practicable.
- 14.05** When one of the holidays named in Article 12 falls within an employee's vacation period, such employee shall be entitled to one (1) day's extension of his vacation with pay.
- 14.06** The Employer shall notify each employee of his/her annual vacation entitlement in January of each year for which the vacation is applicable.

#### **ARTICLE 15 - REPORTING PAY**

- 15.01** An employee who reports for work without having been notified not to report shall be given four (4) hours pay or four (4) hours work on a job other than his own and he shall receive his regular rate. If there is no work because of weather conditions, the reporting pay will be one (1) hour if work is not available.

#### **ARTICLE 16 - CALL-OUT TIME**

- 16.01** If it is necessary to call out an employee for emergency work, he shall be paid the minimum of four (4) hours at his regular rate or the amount to which he would otherwise be entitled under overtime provisions with respect to such call-out, whichever is greater. Call-out shall not apply to an employee requested to report for work at a maximum of two (2) hours in advance of his regular starting time.
- 16.02** If it is necessary to call out an employee within two (2) hours of a previous call-out, payment shall be made for one call-out only. Notwithstanding the foregoing, the employee shall receive the prevailing overtime rate for the time on the second call-out.



**ARTICLE 17 - HOURS OF WORK AND OVERTIME**

**17.01 a) Public Works Department**

The following are considered straight time or normal hours of work for all employees:

Monday	7:00 a.m. to 12:00 p.m. 1:00 p.m. to 4:00 p.m.
Tuesday	7:00 a.m. to 12:00 p.m. 1:00 p.m. to 4:00 p.m.
Wednesday	7:00 a.m. to 12:00 p.m. 1:00 p.m. to 4:00 p.m.
Thursday	7:00 a.m. to 12:00 p.m. 1:00 p.m. to 4:00 p.m.
Friday	7:00 a.m. to 12:00 p.m. 1:00 p.m. to 4:00 p.m.

**17.01 b) Parks and Recreation Department**

- i) The regular hours of work for employees shall be eight (8) or ten (10) hours per day inclusive of a thirty-minute lunch period.
- ii) The Corporation agrees to post a schedule of work for employees at least two (2) weeks in advance. It is agreed that such schedule may be varied in cases of emergency. It is further agreed that employees will be given two (2) consecutive days off in a given work week of seven (7) days, except in an emergency.

Hours of work can be modified in advance for scheduled routine work with two weeks' notice.

**17.02** Overtime shall be paid at the rate of one and one-half (1½) times an employee's regular hourly rate for all time actually worked in excess of his regular daily working hours. An hourly rated employee, except arena workers and shift workers, shall be paid at two times his regular hourly rate for any time actually worked on Sundays. The employee shall not be required to take time off to avoid payment of overtime.

**17.03** Overtime will be distributed as equally as possible among the available employees qualified to perform the work.

- 17.04** (a) Employees may accumulate overtime up to forty (40) hours in a calendar year for any hours worked in excess of eighty (80) hours in a two (2) week period. Overtime shall accumulate at the rate of time and one half (1½) for each hour worked. Accumulated overtime must be taken off by December 31<sup>st</sup> of the year in which it was accumulated.

The accumulated banked overtime will be taken upon mutual agreement between the Corporation and the employee concerned.

It is understood and agreed that banked time can only be taken in no less than four (4) hour increments. Employees shall notify the Department Head at least one week in advance of the time they intend to take their banked overtime. Employees in the Parks and Recreational Department shall notify the Department Head at least two weeks in advance of the time they intend to take their banked overtime.

- (b) Overtime shall only accumulate when authorized by a Department Head and failure to obtain such authorization prior to working the said hours, shall render the hours void for purposes of compensation.

This clause shall become effective upon execution of the Agreement.

#### **ARTICLE 18 - COMPULSORY DEDUCTION OF UNION DUES**

- 18.01** The Corporation shall deduct from every employee after thirty (30) days employment, monthly dues in accordance with the Union Constitution and/or By-Laws and owing by him to the Union.
- 18.02** Deductions shall be made from the payroll monthly and shall be forwarded to the Secretary-Treasurer of the Union not later than the fifteenth day of the month following, accompanied by a list of names and addresses of all employees from whose wages the deductions have been made.

#### **ARTICLE 19 - WAGES**

- 19.01** The rates of pay as shown in Schedule "A" shall form an integral part of this Agreement, and shall remain in effect for the duration of this Agreement.
- 19.02** Where an employee relieves on a higher classification for three (3) hours or more, he shall receive the rate of pay for that classification for the full time of the relief.
- 19.03** When a new job classification not contained in Schedule "A" is created during the term of the Collective Agreement, representatives of the Corporation and the Union shall meet promptly to determine the rate of pay for the new job classification. Such rate of pay shall be relative to the other rates set out in Schedule "A". If there is no agreement, the matter may be subject to arbitration and the agreed to rate shall in any event be retroactive to the date an employee first fills such new job classification.

## **ARTICLE 20 - BULLETIN BOARDS**

**20.01** The Corporation will provide a bulletin board for the use of the Union in posting Union notices of business meetings, social affairs or other reasonable and non-controversial Union matters. If any notice is found objectionable by the Corporation, the Union agrees to remove it. The Union agrees that there shall be no other posting or distribution of Union notices, pamphlets or handbills on the premises of the Corporation.

## **ARTICLE 21 - SALARY CONTINUANCE AND LONG-TERM DISABILITY PROGRAM, MEDICAL, PENSION, DRUG AND DENTAL PLANS**

**21.01** The Corporation will pay one hundred (100%) percent of the premium cost for the Salary Continuance and Long-Term Disability Program dated December 1, 1987 which has been agreed to by the Corporation and the Union. Terms of the Program will be provided to the Union upon request.

**21.02** Permanent employees covered by this Agreement shall be entitled and shall be subject to all conditions and provisions as set out in the Ontario Municipal Employees Retirement System and the Canada Pension Plan. It is understood that the Union shall have the right to a representative on any Pension Board on which employees are represented if such Board is constituted.

**21.03** Each employee is to be advised of vested amounts of sick leave and interest accrued to his credit once each year.

**21.04** All permanent employees shall be entitled to the following benefits:

- i) Benefits under the Ontario Health Insurance Plan O.H.I.P. (Basic) 100% of premium paid by the Corporation.
- ii) Health Care, dental and vision benefits premiums are 90% paid by the Corporation. Benefits include Semi-Private coverage, 35 cents deductible prescription drug plan, and 100% of suggested yearly Ontario Dental Association fee guide, or their equivalent.
- iii) Benefits under the Corporations dental plan- 90% of premium paid by the Corporation.
- iv) Effective upon execution of this Agreement; A Vision Care Plan to provide each employee and each employee's dependants Four Hundred and Fifty Dollars (\$450.00) every two calendar years for the purchase of corrective eye wear and/or Laser Eye Surgery upon submission of proof of purchase to benefit provider.

- v) Upon execution of the Collective Agreement, benefits shall pay Seventy Dollars (\$70.00) per two (2) calendar years.
- vi) Effective upon execution of the Agreement benefits shall include Chiropractic and physiotherapy benefits – 90% of premium paid by the Corporation. Maximum benefit per annum Seven Hundred and Fifty Dollars (\$750.00) for basic chiropractic services of up to 100% per visit.

**21.05 Group Insurance**

- i) Every member shall be entitled to benefit from the Town of Kirkland Lake Employee's Group Insurance Plan as follows at no cost to the member:

Two (2) times the employee's annual basic earnings, rounded up to the nearest \$1,000.

- ii) Future retired or early retired employees shall be insured in the amount of \$10,000.00.

**21.06** The Corporation will continue to pay its share of all premiums of benefits as per Local 26's Collective Agreement to employees who retire on an early OMERS pension, between the ages of 55 and 65.

Payment will be from the date of retirement to age 65. It is understood that should a former employee or their spouse become employed by any one from whom they are entitled to receive a benefit plan as a part of their employment package, they will automatically forfeit any right to enrolment in the Corporation of the Town of Kirkland Lake Benefit Plans.

The retired employee must have a minimum of ten (10) years' continuous employment with the Corporation at the time of his/her retirement. Benefit coverage terminates in the event of the death of the retired employee where death precedes the employee's 65th birthday.

**21.07** Benefits under Article 20 apply to employees while seniority is being accumulated.

**ARTICLE 22 - GENERAL**

**22.01** The Corporation shall bear the cost of supplying and laundering one (1) pair of coveralls per week for each of the motor mechanics.

**22.02** Coveralls will be supplied for employees in the following positions: Pipe layer, flusher truck operator and driver, waterworks labourers, utilities technicians, facility operators and handyman. Oilers will be supplied for employees in the following positions: pipe layer, flusher truck operator, and driver, waterworks labourers.

**The Employer will provide the following work apparel:**

Winter coat and ski pants (as required)  
Summer coat (as required)  
Three safety shirts (as required)  
Leather gloves as needed  
Rubber boots as needed

**22.03 Safety Shoes/Boots**

- i) New employees are to supply their own safety shoes/boots.
- ii) The Corporation agrees to pay \$225.00 once a year towards the purchase of safety shoes/boots to those employees who have passed their probationary period. The Corporation agrees to pay two-hundred and twenty-five dollars (\$225.00) payroll issued, providing proof of purchase such as receipt.

- 22.04**
- i) The Corporation shall make available coats for the employees at the arena.
  - ii) Front desk employees at the arena are to be supplied uniforms by the Corporation.

**22.05** An annual tool allowance will be paid as follows:

- i) to carpenters - \$275.00
- ii) to mechanics - \$400.00
- iii) to arena Operator - \$225.00

Each classification is responsible for the safekeeping of their tools. The Municipality will not be responsible for loss or breakage. It is expected that each classification will supply and keep on hand all hand tools necessary to perform their job task. Payment will be made on the 1<sup>st</sup> day of May each year by separate cheque.

**22.06 Shift Premium**

- i) A shift premium of 50¢ per hour will be paid for all non-overtime hours worked between 4 p.m. and 12 midnight.
- ii) A shift premium of 55¢ per hour will be paid for all non-overtime hours worked between 12 midnight and 7 a.m.

**22.07 Winter Mitts**

The Corporation will supply one pair of winter gloves or mitts per year for all outside workers.

**22.08 T-Shirts**

The Employer will provide two (2) t-shirts when the need is demonstrated.

**22.09 Town Fitness Centre**

All Employees will receive a discount of 50% off the total cost of a membership at the Community Complex excluding any membership that includes fitness classes. Membership is non-transferable and has no cash value.

**22.10** The Union may hold meetings on the Employer's premises providing permission has been first obtained from the Employer

**ARTICLE 23 - DURATION OF AGREEMENT**

**23.01** This Agreement shall be in effect from the 1st day of May, 2020 and shall remain in effect until the 30th day of April, 2025, and unless either party gives to the other party a written notice of termination or of a desire to amend this Agreement, then it shall continue in effect for a further year without change and so on from year to year thereafter.

**23.02 Superior provision/Greater Benefit**

Where there is conflict between the law and the collective agreement the superior provision prevails.

**23.03** Notice that amendments are required or that either party intends to terminate this Agreement may only be given within a period of not more than ninety (90) days and not less than thirty (30) days prior to the expiration date of this Agreement or any anniversary date of such expiration date.

**23.04** If notice of amendments or termination is given by either party in accordance with Article 24.02 above, the parties agree to meet within fourteen (14) days following such notice unless this time limit is extended by mutual consent of both parties in writing.

**23.05** Any amendments proposed by either party shall be forwarded by one party to the other at least twenty (20) days before the first scheduled negotiation meeting date unless otherwise agreed to in writing by the parties and no further suggested or requested changes may be made by either party unless both parties agree that such suggestions or requests should properly be discussed at the then current negotiations.

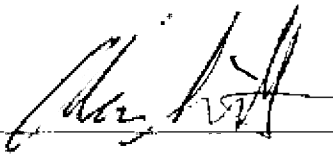
23.06 Copies of the current Collective Agreement will be supplied to each employee by the Corporation.

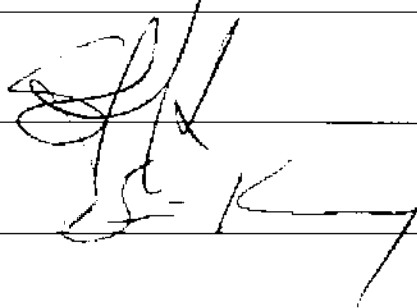
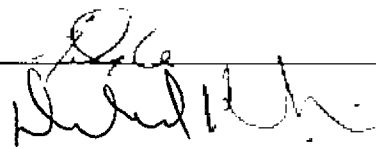
IN WITNESS WHEREOF each of the parties hereto has caused this Agreement to be signed by its duly authorized representatives as of the date and year first above written.

SIGNED THIS 15<sup>th</sup> DAY OF February 2022.

**FOR THE CORPORATION OF THE TOWN OF KIRKLAND LAKE**

**FOR THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL NO. 26**

  
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Blackridge  
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## SCHEDULE "A"-1

### WAGES AND CLASSIFICATIONS - PUBLIC WORKS DEPARTMENT

This schedule applies to all employees covered by this Collective Agreement in the Public Works and Waterworks Departments:

#### Sub-Foreman

.50 Wage Adjustment	29.30
Effective May 1, 2020 1.5%	29.73
Effective May 1, 2021 1.5%	30.17
Effective May 1, 2022 1.5%	30.62
Effective May 1, 2023 2%	31.23
Effective May 1, 2024 2.5%	32.01

#### Truck Driver When Plowing

.50 Wage Adjustment	25.99
Effective May 1, 2020 1.5%	26.37
Effective May 1, 2021 1.5%	26.76
Effective May 1, 2022 1.5%	27.16
Effective May 1, 2023 2%	27.70
Effective May 1, 2024 2.5%	28.39

#### Heavy Equipment Operator

.50 Wage Adjustment	28.09
Effective May 1, 2020 1.5%	28.46
Effective May 1, 2021 1.5%	28.88
Effective May 1, 2022 1.5%	29.31
Effective May 1, 2023 2%	29.89
Effective May 1, 2024 2.5%	30.63

#### NOTE 1

#### Mechanics

\$2.50 Wage Adjustment	\$31.30
Effective May 1, 2020 1.5%	\$31.77
Effective May 1, 2021 1.5%	\$32.25
Effective May 1, 2022 1.5%	\$32.73
Effective May 1, 2023 2%	\$33.38
Effective May 1, 2024 2.5%	\$34.21

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CUPE Local 26 and The Corporation of the Town of Kirkland Lake - Collective Agreement  
Expiring April 30<sup>th</sup>, 2025



**Mechanic-Welder**

Effective May 1, 2020 1.5%	29.23
Effective May 1, 2021 1.5%	29.66
Effective May 1, 2022 1.5%	30.10
Effective May 1, 2023 2%	30.70
Effective May 1, 2024 2.5%	31.46

**NOTE 2**

- Carpenter
- Operator of Rubber
- Tire Loader with additional attachments
- Loader Operator and Sander Driver
- Utilities Operator/Mechanic
- Waterworks Pipe Layer

Effective May 1, 2020 1.5%	27.95
Effective May 1, 2021 1.5%	28.36
Effective May 1, 2022 1.5%	28.78
Effective May 1, 2023 2%	29.35
Effective May 1, 2024 2.5%	30.08

The present Operators of Rubber-Tired Loader shall be moved and designated as Heavy Equipment Operators under Note 2 however, those persons so designated must be able to operate all pieces of equipment within the Town or capable of being trained within a reasonable period of time. It is strictly understood and agreed that Heavy Equipment Operators will operate such equipment as designated by the employer.

**NOTE 3**

- Swastika Water Pollution
- Control Plant Operator
- Utilities Operations
- Maintenance Technicians
- Vacuum/Flusher Operator
- Truck Driver/Assistant Vacuum/Flusher Operator
- Pipe layer

Effective May 1, 2020 1.5%	26.47
Effective May 1, 2021 1.5%	26.86
Effective May 1, 2022 1.5%	27.26
Effective May 1, 2023 2%	27.80
Effective May 1, 2024 2.5%	28.49

**NOTE 4**

- Blaster
- Handyman (to be dependent on ability & duties assigned)
- Cement Finisher (to include bricklaying, manhole construction and retaining wall construction)
- Driller
- Compressor Operator
- Painter
- Storekeeper
- Truck Driver
- Trackless Machine Operator

Effective May 1, 2020 1.5%	25.87
Effective May 1, 2021 1.5%	26.25
Effective May 1, 2022 1.5%	26.64
Effective May 1, 2023 2%	27.17
Effective May 1, 2024 2.5%	27.84

**NOTE 5**

- Labourer
- Street Sweeper
- Sidewalk Sander

Effective May 1, 2020 1.5%	25.06
Effective May 1, 2021 1.5%	25.43
Effective May 1, 2022 1.5%	25.81
Effective May 1, 2023 2%	26.32
Effective May 1, 2024 2.5%	26.97

**NOTE 6**

Students – Minimum wage, or higher as proposed by management.

**NOTE 7: Truck Drivers and Wingmen**

- i) Truck Drivers shall be paid an additional fifty (.50¢) cents on snowplows and Wingmen on snowplows shall be paid an additional fifteen (.15¢) cents per hour when operating snowplows. When not operating snowplows, Wingmen reverts back to their permanent classification.
- ii) The Wingman's job on winter plows is to be posted.

**NOTE 8: Loader Operator and Sander Driver**

The rate of pay of the "Loader Operator and Sander Driver" shall only apply outside normal working hours and will be in agreement with the provisions of Article 16.

The following classifications will be called upon to perform this duty:

- Operator of rubber-tired loader with additional attachments
- Operator of rubber-tired loader
- Snow loader operator
- Truck driver
- Heavy equipment operator

The heavy equipment operator is to be called upon to perform "Loader Operator and Sander Driver" duties only after such time that the Corporation is unable to obtain any of the above-mentioned classified personnel.

**NOTE 9: Sub-Foreman –**

A Sub-foreman employed as of May 1, 2000 who replaces a Foreman shall be paid at the Foreman's Grid Rate #3.

A Sub-foreman hired after May 1, 2000 who replaces a Foreman shall be paid at the Foreman's Grid Rate #2 until the employee accumulates 2080 hours in the capacity of Acting Foreman. Thereafter the Sub-foreman shall be paid at the Foreman's Grid Rate #3.

**NOTE 10: Standby**

Any employee, who is on standby, that is, immediately available by telephone contact or pager, shall be paid two hundred (\$200.00) dollars per week, plus an additional \$30.00 per each Statutory Holiday that falls within the standby period. A standby period shall be from 4:00 p.m. Friday of a given week to 4:00 p.m. Friday of the following week. This article applies to Works and Waterworks employees only.

**NOTE 11: Certification Premiums**

An employee who commences work as an operator in training under the classification Utilities Operations Maintenance Technician shall be paid at the base rate under Note 3 of Schedule A-1. Upon that employee obtaining a Class 1 Wastewater or Water Treatment Certificate, he shall receive \$0.40 per hour, per certificate thirty (30) days after production of the said certificate. If such employee shall obtain a Class II Waste Water or Water Treatment Certificate he shall receive \$0.80 per hour, per certificate increase, thirty (30) days after production of the said certificate and if the said employee shall receive a Class III Water Treatment Certificate he shall receive \$1.20 per hour per certificate increase, thirty (30) days after production of the said certificate. All employees with a

class 2 or 3 Water Treatment Certificate shall receive in addition to the above rates \$0.40 per hour in recognition of their Class 1 Water Distribution.

All employees with a class 2 or 3 Wastewater Treatment Certificate shall receive in addition to the above rates \$0.40 per hour in recognition of their Class 1 Wastewater Collection.

In the event that the Corporation hires or designates a person as an Operator in Charge, and that person holds a role of Foreman or above Foreman, or is designated to be management, it shall not be the subject of a grievance under this Collective Agreement.

A sub-foreman or a utilities operator/mechanic who attains certificates as above noted shall be paid certification premiums as stated in paragraph 1.

In the absence of an Operator in Charge, a person designated as an Acting Operator in Charge, other than a sub-foreman shall receive an additional \$1.00 per hour in addition to the basic wage rate.

In the absence of an Operator in Charge, a sub-foreman designated as Acting Operator in Charge, shall not receive additional compensation above his normal job rate.

An employee who ceases to work under the Class Utilities Operations Maintenance Technician or Utilities sub-foreman shall not receive the additional compensation under Note 13.

An employee as listed below who takes an examination leading to certification in Class I Water Distribution and Wastewater Collection at the request of the Employer and who successfully completes the examination shall be paid an additional \$.40 per hour, per certificate. Class II Water Distribution and Wastewater Collection at the request of the Employer and who successfully completes the examination shall be paid \$.80 per hour, per certificate.

#### – Professional Fees & Licenses

The Employer will pay for fee required by the Ministry of Transportation for a DZ or AZ license, if required by management, upon presentation of receipt.

**SCHEDULE "A"-2**

**WAGES AND CLASSIFICATIONS - PARKS AND RECREATION DEPARTMENT**

<b><u>CLASSIFICATION</u></b>	<b><u>START</u></b>	<b><u>6 MONTHS</u></b>
------------------------------	---------------------	------------------------

**Operator/Seasonal Operator**

May 1, 2020 1.5%	24.84	25.92
May 1, 2021 1.5%	25.21	26.30
May 1, 2022 1.5%	25.58	26.69
May 1, 2023 2%	26.09	27.22
May 1, 2024 2.5%	26.71	27.90

**Custodian/Labour**

May 1, 2020 1.5%	23.98	25.08
May 1, 2021 1.5%	24.33	25.45
May 1, 2022 1.5%	24.69	25.83
May 1, 2023 2%	25.18	26.34
May 1, 2024 2.5%	25.80	26.99

**Desk Attendant/Labourer**

May 1, 2020 1.5%	23.98	25.08
May 1, 2021 1.5%	24.33	25.45
May 1, 2022 1.5%	24.69	25.83
May 1, 2023 2%	25.18	26.34
May 1, 2024 2.5%	25.80	26.99

**Students**

Students – Minimum wage, or higher as proposed by management.

**NOTE:**

- (i) A shift premium of .75 cents per hour will be paid for all hours worked by the Arena Operator between 4:00 p.m. and 12 midnight.

A shift premium of .75 cents per hour will be paid for all hours worked by the Desk Attendant/Labourer between 4:30 p.m. and 12:30 a.m.

- (ii) A shift premium of .75 cents per hour will be paid for all hours worked by the custodian and operators between 12 midnight and 8:00 a.m.

**SCHEDULE "B"**

**SALARY CONTINUANCE AND LONG-TERM DISABILITY PROGRAM :**

**(DECEMBER 1, 1987)**

**A) Termination of Existing Sick-Leave By-law.**

- i) Employees with ten (10) years or more service.
  - 1) All employees' sick leave credits to be frozen at today's pay rates by applying the provisions of the existing By-law, subject to any restrictions imposed by Federal or Provincial Statutes.
  - 2) The vested amounts as calculated in 1) above will be increased annually in accordance with formula below. The interest factor will be the average rate of interest on one-year term deposits at the Town's chartered bank.

Formula:      Formula for payout of sick leave on the employee's retirement or termination:

$$\text{Payout} = \text{Frozen Amount} + \left[ \frac{\text{Frozen Amount} \times \text{Average Annual One Year Term Deposit Rate} \times \text{Days After Dec. 14/87}}{365} \right]$$

- 3) Funds held to the credit of each employee would be made available for payout to the employee on retirement or termination.
- 4) Employees may have additional sick-leave days accumulated over and above the amount of days required to bring them to the maximum vested amount as calculated in A i) 1). The excess days will be frozen and available for drawdown to cover the salary continuance elimination period.

- ii) Employees with less than ten (10) years service.
  - 1) Employees' sick-leave credits to be frozen at today's salary levels (Accumulated days of sick leave multiplied by present regular rate of pay).
  - 2) Once the employee attains ten (10) years of service, the above credits will be converted to cash equivalent payout under the provisions of Bylaw 1273. That is, the amount calculated in A) ii) 1) multiplied by twenty-five (25%) percent.
  - 3) After the employee reaches ten years of service, the vested amount calculated

in A) ii) 2) will be increased in accordance with the formula in A) i) 2) above. The interest factor will be the average rate of interest on one-year term deposits at the Town's chartered bank.

- 4) Funds held to the credit of each employee would be made available for payout to the employee on retirement or termination.

**B) SALARY CONTINUANCE PLAN**

**1) Eligibility**

Full-time permanent employees who are actively at work on the date of plan implementation. Subsequently, all employees who have been hired on a permanent basis and who have successfully completed the probationary period.

**2) Cost**

Cost of the plan will be paid 100% by the Municipality.

**3) Elimination Period**

**i) Sickness**

Payments to commence on:

- a) First day for first absence in calendar year.
- b) Second day for second absence in calendar year.
- c) Third day for third absence in calendar year.
- d) Fourth day for fourth and subsequent absences in a calendar year.

**ii) Accident**

Payments commence immediately.

**iii) Hospitalization**

Payments commence on the earlier of the date of hospitalization or the end of the sickness elimination period as in 3) i) above.

For the purposes of this article "hospitalization" shall include day surgery.

4) **Benefits**

Length of Service	Weeks Paid At 100% of Regular Pay	Weeks Paid at 66 2/3% of Regular Pay
Less than one year at December 31	0	26
1 year at Jan. 1	1	25
2 years at Jan. 1	2	24
3 years at Jan. 1	4	22
4 years at Jan. 1	6	20
5 years at Jan. 1	8	18
6 years at Jan. 1	10	16
7 years at Jan. 1	12	14
8 years at Jan. 1	14	12
9 years at Jan. 1	16	10
10 years at Jan. 1	18	8
11 years at Jan. 1	20	6
12 years at Jan. 1	22	4
17 years at Jan. 1	24	2
20 years and more at January 1	26	0

**NOTE:** The 26-week benefit will be applicable to each occurrence.

5) **Definition of Disability**

- i) Covers permanent full-time employees who are prevented from performing their own occupation as a result of a non-occupational sickness or accident.
- ii) Whereas an employee returns to work and is absent from work within ten (10) working days of the return to work due to the same or related cause shall not be deemed to have a new occurrence, nor will there be an extension of the 26-week elimination period.

6) **Reporting Requirements**

- i) A Medical Certificate from a qualified Medical Doctor or Nurse Practitioner is required for periods of disability exceeding three (3) working days to be presented upon return to work.



- ii) Regardless of the duration of disability, an employee must see a Medical Doctor or Nurse Practitioner within five (5) calendar days of the commencement of disability and a medical certificate is required to be presented to the Employer within five (5) calendar days of the commencement of disability.
- iii) For absences exceeding a period of five (5) working days, the Corporation may request that the claim be reviewed by a third party appointed by the Corporation.

**7) Limitations**

- i) Benefits will not commence while an employee is on lay-off or unauthorized leave of absence.
- ii) The Corporation shall have the right to reduce benefits payable by all income (including Canada Pension Benefits) received from other sources as a result of the disability.
- iii) Payments will not be made by the Corporation for absences resulting from occupational related sickness or accident.

**C) LONG TERM DISABILITY PLAN**

- \* Full-time permanent employees are eligible.
- \* Elimination Period: 26 weeks
- \* Benefit: 66 2/3% of salary to a maximum of \$3,000 monthly
- \* Offsets: All income received from other sources will reduce the LTD payments (includes CPP and WCB payments)
- \* Definition of Disability: During the elimination period and following 24 months, an employee must be totally disabled and prevented from performing his own occupation. Thereafter he must be prevented from performing any occupation for which he is qualified by education, training or experience.
- \* LTD increase year 2014 and 2015 \$3000.00 and year 2016 \$4000.00.

**LETTER OF UNDERSTANDING**

**BETWEEN**

**CORPORATION OF THE TOWN OF KIRKLAND LAKE**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 26**

**“TEMPORARY EMPLOYEES”**

This letter of understanding shall be in effect on a trial basis only until April 30, 2014 and thereafter shall be fully terminated and ended unless the parties hereto mutually agree to the extension of the same.

The parties agree that the following definitions will apply to some employees:

A temporary employee is an employee who is hired to work for a period no longer than seven (7) consecutive months in the service of the Employer.

A temporary employee shall not establish seniority, except when such an employee remains in the employment of the Employer for a period of more than seven (7) consecutive months. The employee shall then automatically rank as a permanent full-time, regular full-time or regular part-time employee (as appropriate). For such employee, his or her seniority shall then be established from his or her last date of continuous service with the Employer.

The employment of temporary employees may be terminated at any time during the specified period of hire or during the first seven (7) consecutive months without recourse to the grievance procedure unless the Union claims discrimination as noted in Article 11 herein.

The case of a temporary employee hired as a result of a pregnancy or parental leave, the above time frame shall be deemed to be twelve (12) months.

Temporary employees shall not be entitled to any benefits and shall not accrue any seniority except as hereinafter set out.

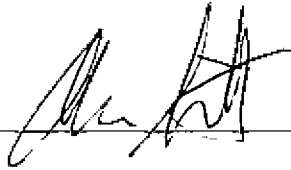
If a temporary employee is hired on a permanent full-time basis, he shall be credited with seniority for hours worked from the last date of hire.

Job Posting: In the event that under Article 9.01 of the Job Posting clause herein no permanent employee or probationary employee applies, then a temporary employee shall be given preference for the work provided he has been employed by the Corporation on a temporary basis in three (3) continuous years and provided he qualifies under Article 8.03.

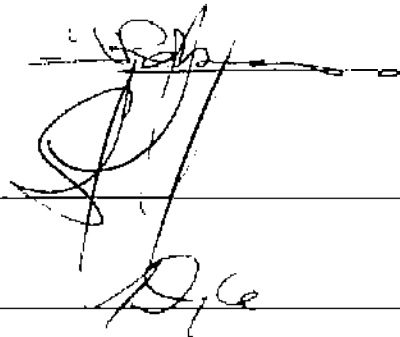
SIGNED THIS 15 DAY OF February 2022.

FOR THE CORPORATION OF THE TOWN  
OF KIRKLAND LAKE

FOR THE CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL NO. 26



*Blacknd*



*W. H. ...*

**LETTER OF UNDERSTANDING**

**BETWEEN**

**CORPORATION OF THE TOWN OF KIRKLAND LAKE**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 26**

**RE: BANKED TIME**

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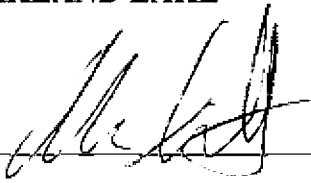
The Employer and CUPE Local 26 agree to continue discussion through the Labour Management Committee concerning banked time for all classifications covered in the Collective Agreement.

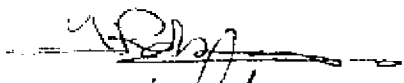

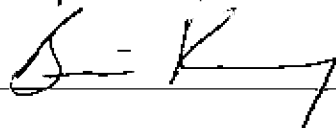


This letter shall be in effect for the term of this collective agreement.

SIGNED THIS 15<sup>th</sup> DAY OF February 2022.

**FOR THE CORPORATION OF THE TOWN  
OF KIRKLAND LAKE**

**FOR THE CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL NO. 26**

  
\_\_\_\_\_  
Blackridge  
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**LETTER OF UNDERSTANDING**

**BETWEEN**

**CORPORATION OF THE TOWN OF KIRKLAND LAKE**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 26**

**RE: PARKS AND RECREATION PAID HOLIDAYS**

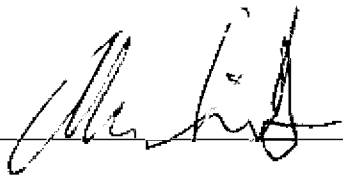
The Employer and CUPE Local 26 agree to continue discussion through the Labour Management Committee inviting two unionized employees from the Parks and Recreation Department regarding the substitution of paid holiday(s) for another day to be observed as the paid holiday in question.


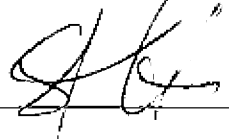
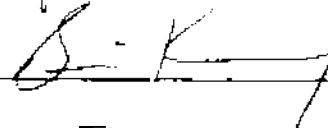

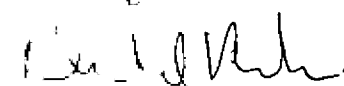
This letter shall be in effect for the term of this collective agreement.

SIGNED THIS 15 DAY OF February 2022.

**FOR THE CORPORATION OF THE TOWN OF KIRKLAND LAKE**

**FOR THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL NO. 26**

  
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*B. Clarke*  
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**LETTER OF UNDERSTANDING**

**BETWEEN**

**CORPORATION OF THE TOWN OF KIRKLAND LAKE**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 26**

**RE: SPECIAL PROVISIONS CONCERNING OVERTIME**

The Employer and CUPE Local 26 agree to continue discussion through the Labour Management Committee concerning extended rest periods for all classifications covered in the Collective Agreement.

This letter shall be in effect for the term of this collective agreement.

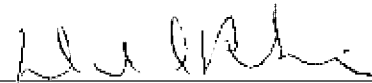
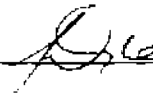
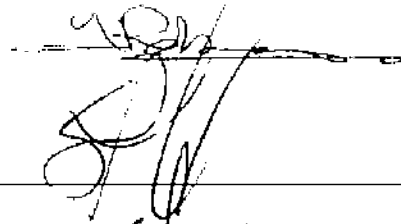
SIGNED THIS 15<sup>th</sup> DAY OF February 2022.

**FOR THE CORPORATION OF THE TOWN  
OF KIRKLAND LAKE**

**FOR THE CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL NO. 26**



*Blackridge*



**LETTER OF UNDERSTANDING**

**BETWEEN**

**CORPORATION OF THE TOWN OF KIRKLAND LAKE**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 26**

**RE: TRAINING OPPORTUNITIES**

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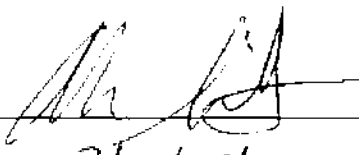
The Employer and CUPE Local 26 agree to continue discussion through the Labour Management Committee regarding training opportunities for all classifications covered in the Collective Agreement.


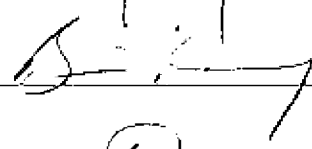
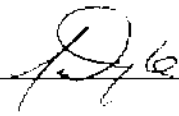
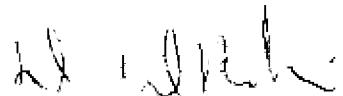
This letter shall be in effect for the term of this collective agreement.

**SIGNED THIS** 15<sup>th</sup> **DAY OF** February **2022.**

**FOR THE CORPORATION OF THE TOWN  
OF KIRKLAND LAKE**

**FOR THE CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL NO. 26**

  
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G. Jackride  
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