

**COLLECTIVE AGREEMENT**

**BETWEEN**



**THE CORPORATION OF THE COUNTY OF HALIBURTON  
(hereinafter referred to as “the Employer”)**

**AND**



**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
and it's Local 1960  
(hereinafter referred to as “the Union”)**

**Expires: December 31, 2027**



This Collective Agreement is Dedicated  
to the Memory of

# Robert Stevens

Local President, Colleague and Friend



October 1985 to March 2024



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## ARTICLE 1 – PREAMBLE

- 1.01 Whereas it is the desire of both parties to this Collective Agreement:
- (a) To maintain and improve the harmonious relations and settle conditions of employment between the Employer and the Union.
  - (b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.
  - (c) To encourage efficiency in operation.
  - (d) To promote the morale, well being and security of all employees in the bargaining unit of the Union.
- 1.02 The parties agree the methods of bargaining and all matters pertaining to the working conditions of the employees should be drawn up within this Collective Agreement:
- 1.03 **Definitions of Employees**
- (a) **Roads Unit**  
Employees of the Employer employed in the delivery of county roads maintenance, services are included within this Collective Agreement, as per Schedule A.
  - (b) **Engineering Unit**  
Employees of the Employer employed in the delivery of engineering services are included within this Collective Agreement, as per Schedule A.
  - (c) **Administrative Unit**  
Employees of the Employer employed in the delivery of administrative services are included within this Collective Agreement, as per Schedule A.
  - (d) **Temporary Employees**
    - i) A temporary employee is an employee hired on a term appointment for a period in excess of thirty (30) working days to cover an absence of an employee or for a short-term temporary assignment for a period not to exceed (6) months to supplement existing staff.  
  
Such arrangement may be extended by the mutual agreement of the Parties.  
The Employer shall be entitled to hire temporary employees for periods of less than thirty (30) working days and such employees shall not be covered

by any of the terms and conditions outlined in this Collective Agreement with the exception of Schedule "A" attached hereto and forming part of the Collective Agreement.

- ii) A temporary position for a term expected to exceed thirty (30) working days shall be posted in accordance to Article 13.01 (Job Posting). The Employer shall only be required to post the original temporary position and the subsequent temporary position.
- iii) All of the provisions of this Collective Agreement shall apply to temporary employees with the exception of Article 11 (Seniority), Article 13 (Promotions and Staff Changes), Article 14 (Lay-Offs and Recall), Article 18 (Vacations), Article 19 (Sick Leave Provisions) and Article 22 (Health Benefits).
- iv) Where a temporary position is filled by a full-time or seasonal employee, the employee shall immediately upon receipt of the responsibilities for the temporary position be paid at the appropriate wage for the position, and at the end of the assignment, shall return to their original position and wage.
- v) While a full-time or seasonal employee is filling a temporary position, such employee shall continue to be covered by all of the provisions of this Collective Agreement applicable to them.
- vi) In the event that a temporary employee is hired for a permanent position in the bargaining unit, time worked as a temporary employee shall be considered towards the probationary period if there is no break in employment at the time of the transfer from temporary to permanent work.
- vii) No temporary employee shall be employed while any permanent employee is on lay-off provided the laid off employee has the criteria as outlined in Article 14.01 (Layoff and Rehiring Procedure).
- viii) A temporary employee shall be paid the applicable rate as per Schedule "A" attached hereto and forming part of this Collective Agreement, for the position in which they are assigned.

#### **1.04 Potential Employees**

The Employer agrees to notify potential new employees with the fact that a Union Collective Agreement is in effect, and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-Off.

#### **1.05 Union Meeting with New Employee**

On commencing employment, the employee's immediate supervisor shall introduce the new employee to their Union Steward or representative. The Employer will notify the union, at a minimum seven (7) days in advance when, an

officer of the Union shall be given an opportunity to meet each new employee within regular working hours, without loss of pay, for a maximum of sixty (60) minutes during the first month of employment for the purpose of acquainting the new employee with the benefits and duties of union membership and their responsibilities and obligations to the Union.

**1.06 Definition of the Calendar Year**

For the purposes of any entitlements provided under this contract, any reference to "calendar year" or "year" will be interpreted to mean the beginning of Pay Period One through to the end of Pay Period Twenty Six annually. For clarification, this means that all wages, vacations, sick, float, personal health account and overtime banks will be reset at the beginning of Pay Period One annually.

**ARTICLE 2 – MANAGEMENT RIGHTS**

**2.01 Management Rights**

The Union recognizes that it is the function of the Employer to exercise the regular and customary function of management and to direct the working forces of the Employer, subject to the terms of this Collective Agreement.

**2.02 Not Discriminatory**

The Employer shall not exercise its rights to direct the working forces in a discriminatory manner. Nor shall these rights be used in a manner which would deprive present employees of their employment, unless through just cause.

**2.03 Strikes and Lock-Outs**

The Union agrees that there will be no strikes and the Employer agrees that there will be no lockouts. The terms strike and lockout shall have the meaning given to them under the *Ontario Labour Relations Act*.

**ARTICLE 3 – RECOGNITION AND NEGOTIATIONS**

**3.01 Bargaining Unit**

The Employer recognizes the Canadian Union of Public Employees and its Local 1960 as the sole and exclusive bargaining agent for its employees save and except the Chief Administrative Officer/Clerk, Treasurer, Roads Administrative Clerk, Roads Operation Manager, Deputy Clerk/HR Generalist, Manager of Human Resources, Director of Planning, Chief/Director of Paramedic Services, Deputy Chief Operations Manager, Deputy Chief – Quality Assurance Manager, Patrol Superintendents, Director of Public Works, Director of IT, Financial/Payroll

Analyst and the Director of Tourism and persons covered by other subsisting Collective Agreements, and persons hired under special government grants.

**Clarity Note:**

The Employer agrees that the usage of persons hired under special government grants shall not cause the layoff of any regular employees nor shall any position covered by the bargaining unit be declared redundant or not posted and filled as a result of the employment of such temporary help.

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

3.03 **Contracting Out (seasonal exempt)**

The Employer shall not contract out work normally performed by full-time permanent members of the bargaining unit if it directly results in the lay-off of members of the bargaining.

3.04 **Work of the 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 for purposes of instruction, experimenting, or in emergencies when regular employees are not available, and provided that the act of performing the aforementioned operation, in itself, does not reduce the hours of work or pay of any employee.

3.05 **No Other Agreements**

The Employer agrees not to make any agreement with any employee that conflict with this Collective Agreement.

3.06 **Merger and Amalgamation Protection:**

In the event that the Employer seeks, or is compelled, to merge or amalgamate with another employer, the Employer agrees to make all reasonable efforts in relation to the following principals:

- (a) Employees should be credited with all seniority rights;
- (b) Employees should keep all service credits relating to vacations, benefits & sick leave;
- (c) Employees should not have the conditions of their employment or wage rates reduced.

## **ARTICLE 4 – NO DISCRIMINATION**

- 4.01 The Employer and Union agree that there shall be no discrimination, restriction, interference, or coercion exercised or practiced with respect to any employee in matter of hiring, wage rates, training, up-grading, promotion, transfer, layoff, recall, discipline, discharge or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, gender, sexual orientation or marital status, place of residence, nor by reason of their membership or activity in the Union.

## **ARTICLE 5 – UNION SECURITY**

- 5.01 The Employer shall deduct from every employee covered by this Collective Agreement any dues, initiations or assessments levied in accordance with the Union constitution and/or by-laws, and owing by them to the Union.

- 5.02 All such deductions shall commence the first (1<sup>st</sup>) day of employment and the Employer shall forward the money so deducted to the National Secretary-Treasurer of the Union not later than the fifteenth (15<sup>th</sup>) day of the month following, together with the names and regular earnings of the employees added or deleted during that period. A copy of this report shall be forwarded to the Treasurer of the Local Union.

- 5.03 If an employee is not on the payroll due to absence as a result of Long Term Disability, an occupational accident or leave of absence without pay, it is not the Employer's responsibility to deduct or in any way to retrieve union dues from the employee for this period.

- 5.04 The Union shall indemnify and save harmless the Employer from any and all claims arising out of the collection, attempted collection, custody of and/or account of such dues, initiation fees and assessments.

- 5.05 **Permission to Leave Work**

The Union understands and agrees that the Union officers and committee members are employed to perform work for the Employer. They will not leave their work during working hours except to perform their duties under this Collective Agreement. They shall not leave their work without obtaining permission of their Supervisor; such permission shall not be unreasonably withheld and providing that such absence does not result in a disruption in the day-to-day operations. When resuming their regular work, they shall again report to their supervisor.

Time away from the job by the Union officers and committee members, if approved by the Employer, shall be without loss of regularly scheduled straight time pay. The Employer reserves the right to limit such time if it deems the time so taken to be excessive.

5.06 Employer policies that directly affect personnel matters relating to Union members will be forwarded to the Secretary of the Local Union for posting on appropriate bulletin boards.

## **ARTICLE 6 – CORRESPONDENCE**

### **6.01 Correspondence**

All correspondence between the parties, arising out of this Collective Agreement or incidental thereto, shall pass to and from the Chief Administrative Officer or designate and the President and the Secretary of the Local Union.

## **ARTICLE 7 – LABOUR MANAGEMENT RELATIONS**

### **7.01 Representatives of Union**

The Union will have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representatives shall have access to the Employer's premises in order to meet with representatives of the Employer at a mutually convenient time.

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

### **7.02 Time Off For Meetings**

All Union representatives on the bargaining committee whom are in the employ of the Employer shall have the privilege of attending committee meetings held within working hours without loss of remuneration.

### **7.03 Labour and Management Committee**

#### **(a) Composition:**

A Labour Management Committee shall be established consisting of three (3) representatives of the Employer and three (3) Union representatives of the Bargaining Unit who have completed their probationary period with the Employer. The President of the Union shall be one (1) of the three (3) representatives listed above.

#### **(b) Function**

The function of this Committee shall be to discuss labour relations matters of mutual concern to the parties. The Committee shall not deal with any issues/matters over which any other Employer/Union committee has jurisdiction.

The Committee's role is to make non-binding recommendations to the Employer and the Union with respect to matters, which fall within its purview.

(c) **Frequency of Meetings:**

The Committee shall meet every three (3) months at a time mutually agreed upon, if required. Additional meetings will be held upon the mutual agreement of the Chairpersons. The parties shall exchange an agenda at least one week prior to the meeting. Failing mutual agreement for a meeting date, the meeting shall be held within ten (10) days following the initial request for the meeting, provided all representatives are available (i.e. not on vacation or absent for any other reason) in which case the meeting shall be held on the first date on which all of the representatives are available.

(d) **Chairperson of the Meeting:**

An Employer and a Union representative shall be designated as joint Chairpersons and shall alternate in presiding over meetings.

(e) **Minutes of Meeting:**

Minutes of the meeting shall be prepared by the Employer within ten (10) days of the meeting and subsequently signed by the joint chairpersons. The Union and the Employer shall each receive two (2) signed copies of the Minutes. The Union will ensure that the Minutes will be posted on all union bulletin boards.

7.04 **Technical Information**

The Employer shall make available to the Union, upon request, the following information with regard to members of the bargaining unit: positions in the bargaining unit, job classifications and wage rates.

7.05 **Representatives**

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

7.06 **Decisions of the Employer**

The formal decisions of the employer are available to members and representatives of the Union by downloading the approved County Council minutes from the County website at [www.haliburtoncounty.ca](http://www.haliburtoncounty.ca).

## **ARTICLE 8 – GRIEVANCE PROCEDURE**

### **8.01 Election of Stewards**

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the right of the membership of the Local Union to appoint or elect four (4) stewards, whose duties shall be to assist any employee, which the steward represents, in preparing and in presenting a grievance in accordance with the grievance procedure.

### **8.02 Grievance Committee**

The Local Union President, the grievor's steward and the grievor shall constitute the Grievance Committee for a given grievance so long as they remain employees or until their successors are chosen.

### **8.03 Definition of Grievance**

A grievance under this Collective Agreement shall be defined as any difference or dispute between the Employer and any employee(s) or the Union, or a case where the Employer has acted unjustly.

### **8.04 Settling of Grievance**

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

#### **Complaint Procedure**

If an employee has a complaint, they shall discuss it with their immediate supervisor. Failing settlement, the complaint may be filed as a grievance.

#### **Step One**

If the Union Steward considers the complaint of the employee justified to be a grievance, they shall, with the employee(s) concerned, submit to the appropriate Manager a written statement of the particulars of the complaint and the redress sought. In order to be considered the grievance must be submitted within ten (10) working days of the circumstances giving rise to when it occurred.

The appropriate Manager shall provide a decision within ten (10) working days after receipt of such notice.

#### **Step Two**

Failing settlement being reached in Step 1, the Grievance Committee, may within five (5) working days following receipt of the answer at Step 1 submit the matter to

the Chief Administrative Officer, or designate. The Grievance Committee shall meet as promptly as possible with the Chief Administrative Officer and/or such other persons as the Chief Administrative Officer may desire to consider the grievance. The Chief Administrative Officer shall render a decision, in writing, within ten (10) working days after receipt of such notice.

### **Step Three**

Failing settlement being reached in Step 2, the Grievance Committee, may within five (5) working days following receipt of the answer at Step 2 submit the matter to the Chief Administrative Officer, or designate. The Grievance Committee, and a representative of the National Union if requested by the Union, shall meet as promptly as possible with the Chief Administrative Officer and/or such other persons as the Chief Administrative Officer may desire to consider the grievance. The Chief Administrative Officer shall render a decision, in writing, within ten (10) working days after receipt of such notice.

Failing a satisfactory settlement being reached in Step 3, the Union may, within ten (10) working days following receipt of the answer at Step 3, refer the dispute to arbitration.

#### **8.05 Union May Initiate Grievance**

The Union and its representatives shall have the right to originate a grievance for any employee or a group of employees in the manner provided in the grievance procedure. Such a grievance shall commence at Step 3.

#### **8.06 Working Days Defined**

For the purpose of Article 8.04, working days shall not include any Saturday, Sunday or statutory holidays.

#### **8.07 Policy Grievance**

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, Steps 1, 2 and 3 of this Article may be by-passed.

#### **8.08 Replies in Writing**

All correspondence between the parties, arising out of Article 8 – Grievance Procedure and Article 9 – Arbitration shall pass to and from the Chief Administrative Officer or designate and the President and the Secretary of the Local Union, with a copy to the National Representative.

**8.09 Failure to Act within the Time Limit**

Failure of the grievor or the Union to process a grievance to the next step in the grievance procedure within the time limit specified shall not be deemed to have prejudiced the Union on any future identical grievance.

**ARTICLE 9 – ARBITRATION**

**9.01 Composition of Board of Arbitration**

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

**9.02 Failure to Appoint**

If the recipient of the notice fails to appoint an arbitrator, or if the two (2) appointees fail to agree upon a Chairperson within ten (10) working days of appointment, the appointment shall be made by the Minister of Labour upon the request of either party.

**9.03 Board Procedure**

The arbitration board may determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations to it. It shall hear and determine the difference or allegation and render a decision within a reasonable time.

**9.04 Decisions of the Board**

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Board of Arbitration shall be final and binding and enforceable on all parties, but in no event shall the Board of Arbitration have the power to change this Collective Agreement or to alter, modify or amend any of its provisions. However, the Board shall have the power to dispose of any discharge or a discipline grievance by any arrangement which in its opinion it deems just and equitable.

**9.05 Expenses of the Board**

Each party shall pay:

- (1) The fees and expenses of the arbitrator it appoints.
- (2) One (1) half the fees and expenses of the Chairperson.

9.06 **Amending of Time Limits**

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

9.07 **Witnesses**

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

9.08 **Arbitrator**

Nothing in this Collective Agreement shall prevent the parties to this Collective Agreement from agreeing on a single arbitrator to hear and decide any matter, which may be referred to arbitration. If the parties agree to the use of a single arbitrator, then the cost of such arbitrator shall be shared equally by the parties.

**ARTICLE 10 – DISCHARGE, SUSPENSION AND DISCIPLINE**

10.01 **Written Particulars of Censure**

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

10.02 All employees under this Collective Agreement shall receive a copy of any disciplinary action that is placed in their personnel file.

A copy of any disciplinary action which has been placed in the employee's personnel file shall be removed from the employee's file after eighteen (18) months of accumulated worked time provided the employee has maintained a clear disciplinary record from the date of the last disciplinary action.

10.03 **Discharge Procedure**

A permanent employee who has completed their probationary period may be dismissed but only for just cause and only upon the authority of the Employer. A Patrol Superintendent may suspend a Roads Department employee, but shall immediately report such action to the Employer. In the case of other permanent employees, the Head of the Department in which the employee works, may suspend

the employee, but shall immediately report such action to the Employer. Such employee and the Union shall be advised promptly in writing by the Employer of the reason for such discharge or suspension.

**10.04 May Omit Grievance Steps**

An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 8 (Grievance Procedure). Step 1 and Step 2 of the grievance procedure shall be omitted in such cases.

**10.05 Access to File**

An employee shall have the right at a mutually agreed upon time to have access to and review their personnel file with supervision during normal office hours. The Employee shall also have the right to itemize adverse and disciplinary documents. Employees shall have the right to respond in writing to any document contained therein. Such reply shall become part of the permanent record.

**10.06 Right to Have Steward Present**

An employee will have the right to have their Steward or Union representative present at any discussion with Management in which the employee believes might be the basis of disciplinary action. Where Management intends to interview an employee for disciplinary purposes, the Management will so notify the employee and the Union, in writing, with a minimum of twenty-four (24) hours in advance of the purpose of the interview in order that the employee may contact their Steward or Union representative to be present at the interview.

The above is not intended for the purposes of coaching, counselling, or mentoring meetings that the employer would rely on for progressive disciplinary purposes.

A Steward or local union officer will have the right to consult with a CUPE staff Representative and to have them present at any discussion with Management personnel which might be the basis of disciplinary action.

**ARTICLE 11 – SENIORITY (SEASONAL EXEMPT)**

**11.01 Seniority Defined**

Seniority is defined as the length of service in the bargaining unit and shall be used to determine preference or priority for promotions, transfers, demotions, layoffs and recall. Seniority shall operate on a bargaining unit basis having regard to the qualifications of the employee to perform the duty in question.

**11.02 Seniority List**

An up-to-date seniority lists shall be sent to the Union and posted on all bulletin boards in January and July of each year for the Roads Unit and the Administrative Unit.

**11.03 Loss of Seniority**

An employee shall not lose seniority rights if they are absent from work because of sickness, accident, layoff or leave of absence approved by the Employer. An employee shall only lose seniority in the event;

- (a) they are discharged for just cause and is not reinstated;
- (b) they resign;
- (c) they fail to return to work within seven (7) calendar days following a layoff and after being notified by registered mail to do so, unless through sickness or other just cause;
- (d) they are laid off for a period longer than two (2) years;
- (e) they are absent from work without permission for three (3) consecutive working days unless a reason acceptable to the Employer is given.

**11.04 Transfers and Seniority outside Bargaining Unit**

No employee shall be transferred to a position outside the bargaining unit without their consent. If an employee is transferred to a position outside of the bargaining unit, the Employer shall notify the employee as soon as possible of such a transfer and it is further understood that the transferred employee shall retain their seniority acquired at the date of leaving the Unit, but will not accumulate any further seniority. If such an employee later returns, within twelve months, to the bargaining unit, they shall be placed in a job consistent with their seniority. Such return shall not result in the layoff or bumping of an employee holding greater seniority.

**11.05 Layoffs and Recalls**

The current complement of employees is considered the normal staff requirement. If reductions of the workforce should be required, they shall be made by attrition or, where this is not possible, the Employer will meet with the Union thirty (30) calendar days in advance to discuss any reduction of the employee hours or numbers in an effort to find alternatives, which do not affect the current complement of employees.

11.06 It shall be the responsibility of the employee to keep the Employer informed of their current address and contact information including phone number and electronic communication as available.

## **ARTICLE 12 – SEASONAL EMPLOYEES**

### **12.01 Seasonal Employee's Defined**

A seasonal employee shall be an employee hired for seasonal work for a period not to exceed ten (10) months in a calendar year.

### **12.02 Probationary Employees**

Seasonal employees shall be considered on a probationary basis for a period of five hundred and twenty (520) hours of straight time worked and base hours of any of overtime hours worked from the date of hiring. During the probationary period all employees shall be entitled to all rights and privileges of this Collective Agreement except with respect to discharge and the provisions contained in Article 12.10.

### **12.03 Seasonal Employees' Seniority List**

A separate seniority list will be kept for seasonal employees. The seniority shall accumulate from year to year. Seniority for a new seasonal employee will not commence until the second (2<sup>nd</sup>) season of employment, but will include the previous year's entitlement.

Seasonal employees who have completed their probationary period will be called back the following year in order of seniority based on their capability of performing the job.

The seasonal employee seniority list shall be updated and posted on all bulletin boards annually during the month of May.

A seasonal employee that is hired to permanent status shall have their seasonal seniority transferred with them. The calculation for the transfer of seniority shall be one (1) year for every 2080 hours seniority.

### **12.04 Loss of Seniority**

A seasonal employee shall not lose seniority rights if they are absent from work because of sickness, accident, layoff or leave of absence approved by the Employer. A seasonal employee shall only lose seniority in the event;

- (a) they are discharged for just cause and is not reinstated;
- (b) they resign;

- (c) they fail to return to work within seven (7) calendar days following a layoff and after being notified by registered mail to do so, unless through sickness or other just cause;
- (d) they are laid off for a period longer than two (2) years;
- (e) they are absent from work without permission for three (3) consecutive working days unless a reason acceptable to the Employer is given.

12.05 **Layoffs and Recalls of Seasonal Employees**

In the event of layoff, seasonal employees shall be laid off in the reverse order of their seniority, providing remaining seasonal employees can satisfactorily perform the necessary tasks.

Employees shall be recalled in the order of their seniority provided the employee being recalled can satisfactorily perform the necessary tasks.

The Employer shall notify seasonal employees who are to be laid off five (5) working days before the layoff is to be effective. If the employee laid off has not had the opportunity to work five (5) full days after notice of layoff, they shall be paid in lieu of work for that part of five (5) days during which work was not made available.

No new seasonal employees will be hired until those laid off have been given an opportunity for reemployment in accordance with Article 14.01 (Layoffs and Rehiring Procedure).

An employee should also give five (5) working days' notice of resignation except in case of emergency beyond the control of the individual.

12.06 **Seasonal Employee's Vacation**

Seasonal employees will be entitled to vacation pay at a rate of two (2) percent or the minimum of employment standards (whichever is greater) for each week of vacation entitlement as identified in Article 18.02. Entitlement will be based on years of service.

12.07 **Filling Vacancies**

The Employer shall give primary consideration to qualifications and the ability to perform the required duties. If qualifications and ability to perform the required duties are similar the length of continuous service will be a consideration.

A seasonal employee who is put on full time staff will have full time seniority dating back to their last date of hire as a seasonal employee.

A seasonal employee who is moved to a full time position of similar nature and duties to their seasonal position shall have the probationary period waived as long as they have been employed in the position as a seasonal employee for a minimum of five hundred and twenty (520) hours worked.

A seasonal employee moved into a full time position of a different nature or duties from their seasonal position shall have a probationary period of five hundred and twenty (520) hours before gaining full time status.

12.08 **Seasonal Employee Training Session**

Any seasonal employee who is being trained by the Employer to perform duties for which they were not previously qualified will be paid at the seasonal labour rate during the training process, thereby allowing them to upgrade skills and not at the rate of the job being performed.

12.09 **Seasonal Employees Vacation in Lieu of Overtime**

Seasonal employees may by mutual agreement with the Employer take paid time off in lieu of accrued overtime in accordance to Article 16.04 (Accumulation of Overtime Hours) during the current term of employment. Overtime banked will be used up or paid out in full during the final pay period unless payment has been requested prior to the final pay period.

12.10 **Exclusions**

All of the provisions of this Collective Agreement shall apply to seasonal employees with the exception of Article 3.03 (Contracting Out) Article 11 (Seniority) Article 14 (Layoffs and Recalls) Article 17.02 (Float Days) Article 18 (Vacations) Article 19 (Sick Leave Provisions) Article 22 (Health Benefits)

12.11 **Seasonal Employees Assigned Depot and Mileage**

A seasonal employee's assigned depot will be the location from which they are assigned to work, such assignment to be made no later than 4:00 p.m. the previous day.

Seasonal employees shall be paid at the rate prescribed by County policy for mileage incurred traveling between work locations beginning at their assigned depot.

12.12 **Sick Leave**

Each seasonal employee shall be credited with three (3) sick days at the beginning of each season.

Employees who work beyond 6 months shall be entitled to accumulate an additional one half sick day for every month worked per year.

Any unused days may be carried into the following year for a maximum of six (6) days in any given year.

Administration of the seasonal sick leave time shall be in accordance to the appropriate sections of Article 19 (Sick Leave Provisions) of this Collective Agreement.

**12.13 Employees Address**

It shall be the responsibility of the employee to keep the Employer informed of their current address and contact information including phone number and electronic communication as available.

**12.14 Ontario Municipal Employees Retirement System Plan (OMERS)**

The County of Haliburton participates in the Ontario Municipal Employee's Retirement System Plan by matching employee pension contributions.

All permanent full-time employees are required to enrol in OMERS immediately upon hire or re-classification as a permanent full-time employee.

There is no means of opting out of the plan other than through permanent employment termination.

A part-time employee may elect to enrol in OMERS.

It is the part time employee's choice as to whether or not to enrol, but once enrolled there is no means of opting out of the plan other than through employment termination. Should the part-time employee opt not to participate in the OMERS plan, they will be required to sign an eligibility waiver indicating that they have declined the opportunity, but this in no way precludes them from opting in at a later date.

**ARTICLE 13 – PROMOTIONS AND STAFF CHANGES**

**13.01 Job Postings**

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

Job vacancies may be filled by temporary transfer while the job posting procedure is being followed but the temporary incumbent shall not be given preference because of their temporary status.

13.02 **Union Posting Information**

Such notice shall contain the following information:

Nature of position, qualifications, required knowledge and education, skills, shift, wage or salary rate.

These qualifications may not be established in an arbitrary or discriminatory manner.

13.03 **Method of Making Appointments**

In making staff changes, transfers or promotions, appointment shall be made of the applicant with the greatest seniority, and having the required skill, ability and willingness to perform the change, transfer or promotion. Appointments from within the bargaining unit shall be made within four (4) weeks of posting.

13.04 **Probationary Employees**

Newly hired employees shall be considered on a probationary basis for a period of six (6) months. During the probationary period all employees shall be entitled to all rights and privileges of this Collective Agreement except with respect to discharges. It is agreed that no current employee of the bargaining unit shall be negatively affected by this change.

The probationary period may be extended for no more than three (3) months through mutual agreement between the Parties.

13.05 **Trial Period – Appointments/Transfers**

The successful applicant shall be placed on trial for a period of two (2) months. Conditional of satisfactory service, such trial promotion shall become permanent after the period of two (2) months. The Employer may request an additional two (2) months based on reasonable grounds and shall provide the rationale for their request to the Union. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee finds themselves unable to perform the duties of the new job classification, they shall be returned to their former position without loss of seniority and wage or salary. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position without loss of seniority and former wage or salary.

13.06 **Employees with Disability**

In the event that an employee becomes disabled, every effort will be made by the Employer to give the employee such suitable employment as is available.

13.07

**Job Reclassification**

When the duties or volume of work in any classification are increased, or when any position not covered by Schedule 'A' is established during the life of this Collective Agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. The Joint Job Evaluation Committee will review new or re-classified positions upon request of the Employer and the resulting recommendations will be considered in establishing the appropriate rate of pay, and will be in accordance with pay equity provisions.

13.08

**Pay Equity Maintenance**

It is recognized that the parties have established a Joint Job Evaluation/Pay Equity Committee and have adopted a process to ensure that pay equity is maintained within the organization utilizing the CUPE Gender Neutral Job Evaluation Method.

Both parties agree that Schedule 'A' rates are inclusive of pay equity adjustments as required by legislation.

**ARTICLE 14 – LAYOFFS AND RECALLS (SEASONAL EXEMPT)**

14.01

**Layoff and Rehiring Procedure**

Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of layoff, employees shall be laid off in the reverse order of their seniority, providing remaining employees can satisfactorily perform the necessary tasks. Employees shall be recalled in the order of their seniority provided the employee being recalled can satisfactorily perform the necessary tasks.

14.02

**No New Employees**

No new employee will be hired until those laid off have been given an opportunity of re-employment.

14.03

**Notice of Layoff**

The Employer shall notify employees who are to be laid off five (5) working days before the layoff is to be effective. If the employee laid off has not had the opportunity to work five (5) full days after notice of layoff, they shall be paid in lieu of work for that part of five (5) days during which work was not made available.

An employee should also give five (5) working days' notice of termination except in cases of emergency beyond the control of the individual.

**14.04 Continuation of Benefits**

The Employer agrees to pay its share of coverage to the insurance plan for laid off permanent employees, normal payments to be made during the month of layoff and the full calendar month following the month of layoff.

In the event of longer layoff, employees so affected will be given the right to purchase extended health care and dental coverage for a period of up to two (2) years following the month of layoff.

The employee will pay one hundred percent (100%) of the premium cost to the Employer with twelve (12) post-dated cheques for the twelve (12) month period, which will be adjusted at year-end to reflect any premium changes. Additional costs will be invoiced by the Employer. Failure of the employee to provide the County with payment of the premium will result in termination of coverage.

**14.05 Grievances on Layoffs**

Grievances concerning layoffs due to a reduction in the working force shall be initiated at Step 3 of the grievance procedure.

**ARTICLE 15 – HOURS OF WORK**

**15.01 Hours of Work - General**

**(a) Winter Schedule:**

Is the period during which the normal function of the roads department is winter control, and shall generally be understood to run from the first day of the third week in November of a year, through the last day of the third week in March.

**(b) Summer Schedule:**

Is the period during which the normal function of the roads department is other than winter control, and shall generally be understood to run from the last day of the third week in March to the first day of the third week in November of a given year. The Employer may adjust the switch over date between the seasonal schedules with the provision of five (5) days' notice to the Union.

**Shift Schedules – Roads Unit****Roads Outside Employees – Summer Schedule**

The regular hours of work for Outside Employees in the summer shall be Monday to Thursday, 7:00 a.m. to 5:30 p.m., with a 1/2 hour unpaid meal break.

From the beginning of the Summer schedule through the months of April, May, June, July and August and September, the hours shall be between 6:00 am to 4:30 pm, with a ½ hour unpaid meal break.

**Truck Drivers and Equipment Operators – Winter Schedule**

Shall be assigned to one (1) of two (2) regular shifts being:

4:00 a.m. to 12:30 p.m. Monday to Friday with a ½ hour unpaid meal break

12:30 p.m. to 9:00 p.m. Monday to Friday with a ½ hour unpaid meal break

Two (2) drivers shall be assigned to a single route with shifts alternating between morning and evening each week, thus providing sixteen (16) hour coverage. If mutually agreed upon by drivers, a route team may request to work set shifts and not alternate between morning and evening. If not mutually agreed upon, shifts will alternate as outlined above.

Weekend overtime shall be offered first to those Operators working the 4:00 am to 12:30 pm shift. If staff have mutually agreed to set shifts as noted above weekend overtime shall be offered to the employee that should be working 4am to 12:30am if the regular rotation was followed.

One (1) driver will be assigned to a floater route. If not covering a regular shift as noted above, normal hours of work will be 7:00am – 3:30pm Monday to Friday.

All of the above winter schedule shifts include a one half (1/2) hour unpaid lunch break.

**Mechanic & Stockkeeper – Winter Schedule**

Shall normally work Monday to Friday.

Stockkeeper – 5:00 a.m. to 1:30 p.m.

Mechanic/Fleet Coordinator – 9:00 a.m. to 5:30 p.m.

**Engineering Unit – Year Round**

Shall normally work 8:00 a.m. to 4:30 p.m., Monday to Friday.

15.03 **Administrative Unit**

Regular hours of work for Tourism Assistant/Reception positions are from 8:30 a.m. to 4:30 p.m., Monday to Friday, with one (1) hour unpaid lunch break.

Regular hours of work for all other administrative unit positions are 8:00 a.m. to 4:30 p.m., Monday to Friday, with one ½ hour unpaid lunch break.

If an Administrative unit employee requests and is approved to work remotely as per the County's Working Remotely Policy, Article 15 - Hours of Work can be adjusted accordingly to mutually agreed upon times between the employee and their Manager.

15.04 For the purpose of Article 17 – Holidays, Article 18 – Vacations and Article 20 – Leave of Absence, a “day” of holidays, vacation, etc. shall be considered to consist of 1/10<sup>th</sup> of the hours in a normal, full-time pay period and a “week” shall be considered to consist of ½ the hours in a normal, full-time pay period as follows:

<u>Unit</u>	<u>Day</u>	<u>Week</u>
Administrative Unit Tourism Assistant, Shoreline Permit Administrator/Bylaw Compliance & Recept/Admin Clerk	7 hours	35 hours
Administrative Unit – All Other staff	8 hours	40 hours
Roads Unit – Outside and Engineering	8 hours	40 hours

**Exception for Roads Employees Summer Shift Schedule Holidays**

During the summer shift schedule as outlined in Article 15.02 a “day” of holidays shall consist of ten (10) hours for road unit employees. Exception for Roads Full Time Outside Employees, a day of sick time shall consist of ten (10) hours.

15.05 **Down Time Due to Rain**

When a seasonal employee is sent home due to rain, they shall receive a minimum of three (3) hours pay for the day.

**ARTICLE 16 – OVERTIME**

16.01 **Overtime Defined**

All time worked beyond the normal workday as herein provided, the normal workweek or on a holiday, shall be considered as overtime.

**16.02 Overtime Rates**

Overtime rates shall apply for work as follows:

- (a) On a regular workday - time and one-half.
- (b) On Saturdays, Sundays and holidays;
  - (i) all time worked on Saturday shall be paid for at time and one half;
  - (ii) all time worked on Sundays shall be paid for at double time;
  - (iii) all time worked on Christmas Day, Boxing Day and New Years Day shall be paid for at double time for hours worked plus their regular pay for the day.
  - (iv) and, all time worked on any other holiday other than outlined in Article 16.02 (b) (iii) shall be paid for at time and one half in addition to their regular pay.

**16.03 Minimum Call-Back Time**

An employee who is called in and required to work outside their regular working hours shall be paid for a minimum of three (3) hours at the overtime rate, unless overtime hours are adjoined to the regular working hours. More than one (1) call-back within three (3) hours of any other call-back shall be considered continuous.

**16.04 Accumulation of Overtime Hours**

Accumulated overtime shall be recorded in a single overtime bank for each employee, with the total overtime accumulation at any given time being the dollar value of the current hours of banked overtime. All overtime accumulated in excess of one hundred and twenty four (124) hours will be paid out. Unused banked time will be carried forward to subsequent calendar years as long as overall accumulation does not exceed one hundred and twenty four (124) hours at any given time.

Overtime worked may be accumulated in dollars and taken as time off or may be paid. Each employee shall notify the Employer of their election by indicating "pay overtime" or "bank overtime" on biweekly timesheets.

Time off in lieu of overtime shall normally be arranged by mutual agreement between the Employer and the employee provided that the Employer is able to retain an adequate and competent staff to meet the normal requirements of the Employer.

An employee leaving the employ of the Employer shall receive their accumulated overtime balance paid on their final pay.

16.05 During the summer schedule, the Employer shall make every effort to distribute overtime and call back opportunities as equitably as possible amongst the staff who are qualified and are available and willing to do the work subject to the operating practices of the Employer.

## ARTICLE 17 – HOLIDAYS

### 17.01 Recognized Holidays

The Employer recognizes the following holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	Civic Holiday
Day for Truth and Reconciliation	
One-half (1/2) day on Christmas Eve Day	
Family Day (see 17.02 below)	
One-half (1/2) day on New Years Eve Day	

The Civic Holiday will be recognized as the first Monday in the month of August.

The one-half (1/2) day on Christmas Eve and one-half (1/2) day on New Years' Eve may be combined to make a full day on either Christmas Eve or New Years' Eve, by mutual agreement between the Employer and the affected employee.

### 17.02 Float Day – Full Time Employees (*seasonal exempt*)

- a) Each full time employee except those provided in b) below shall be entitled to one (1) float day to be scheduled off by mutual agreement with the Employer.
- b) Each full-time employee in the Roads/Outside Unit shall be entitled to two (2) float days in lieu of one (1) float day and Family Day to be scheduled off by mutual agreement with the Employer. For clarity, 17.02 b) shall apply to only those in the classifications of Truck Driver/Equipment Operator, Mechanic, Stockkeeper and Working Foreperson.
- c) An employee leaving the employ of the Employer shall receive their applicable prorated float day pay for the current year.

### 17.03 Qualify for Holiday Pay

To qualify for holiday pay employees must work their last scheduled shift before the holiday and their first scheduled shift after the holiday, and payment for said holiday will be in accordance with the Employment Standards Act.

It is agreed that employees who work regularly scheduled hours above eight (8) hours per day shall be paid whatever the hours of work they normally would work at that time.

**17.04 Failing to Report to Work**

An employee who is scheduled to work on a holiday and fails to report for work shall not be entitled to any pay for the holiday.

**ARTICLE 18 – VACATIONS (Seasonal Exempt)**

**18.01 Vacation Carry Over**

Employees shall be allowed to carry over a maximum of one (1) week vacation entitlement into the following year.

Within sixty (60) days of the end of the calendar year, the County will notify in writing those employees who have a balance of vacation entitlement over one (1) week advising them to provide the County with a schedule on when those hours will be used in the current calendar year. Should the employee fail to provide the County with an acceptable schedule, the County will schedule sufficient vacation hours so as to use up vacation credits in the year earned, so as not to allow any vacation credits to be carried forward over and above the one (1) week allowable as per above.

**18.02 Annual Vacation With Pay – Full-Time Employees**

Each full time employee shall be entitled to an annual vacation with pay (based upon the employee's current basic hourly rate as provided in Schedule A to this Collective Agreement) as follows:

- (a) An employee with less than one (1) year's service shall be entitled to vacation at the rate of five sixths of one day for each complete calendar month of service.
- (b) On completion of one (1) year of service, an employee shall be entitled to two (2) weeks' vacation with pay.
- (c) In the calendar year in which the employee's third (3<sup>rd</sup>) anniversary of employment falls, an employee shall be allowed three (3) weeks vacation with pay.
- (d) In the calendar year in which the employee's eighth (8<sup>th</sup>) anniversary of employment falls, an employee shall be allowed four (4) weeks vacation with pay.
- (e) In the calendar year in which the employee's twelfth (12<sup>th</sup>) anniversary of employment falls, an employee shall be allowed five (5) weeks vacation with pay.

- (f) In the calendar year in which the employee's twentieth (20<sup>th</sup>) anniversary of employment falls, an employee shall be allowed six (6) weeks vacation with pay.
- (g) In the calendar year in which the employee's thirtieth (30<sup>th</sup>) anniversary of employment falls, an employee shall be allowed seven (7) weeks vacation with pay.

**18.03 Holidays During Vacation**

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

**18.04 Vacation Pay on Termination / Retirement**

An employee leaving the employ of the Employer shall receive their applicable prorated vacation pay for the vacation year.

**18.05 Vacation Schedules**

A vacation schedule "blank" shall be posted on or before January 15<sup>th</sup> of each year. The vacation schedule shall be completed by twelve noon on March 15<sup>th</sup> of each year. Employees must signify their vacation preference or preferences when the blank is posted. Any changes made necessary by the application of seniority preferences shall be discussed between the Employer and the employee immediately subsequent to the removal of the "blank". The final vacation schedule shall be posted by April 1<sup>st</sup>.

**18.06 Vacation Preferences**

Vacation preferences shall be in strict order of seniority, provided only that the Employer must be able to retain an adequate and competent staff to meet the normal requirements of the Employer.

**18.07 Unbroken Vacation Period**

An employee shall be entitled to receive their vacation in an unbroken period unless otherwise mutually agreed upon between the employee concerned and the Employer.

**18.08 Illness During Vacation**

Sick leave may be substituted for vacation where the employee can establish that an illness or accident occurred while on vacation, and a physician's certificate is filed and the illness is consistent with Article 19.03 (Proof of Illness).

18.09 **Bereavement During Vacation**

An employee who is eligible for bereavement leave as outlined in Article 20.02 (Bereavement Leave) of this Collective Agreement while on vacation may substitute bereavement leave entitlement for the period of the vacation during which the employee was absent on bereavement leave. In such an event, the employee may reschedule their vacation at a time mutually agreeable to the employee and their Supervisor.

**ARTICLE 19 – SICK LEAVE PROVISIONS (Seasonal Exempt)**

19.01 **Sick Leave Defined**

Sick leave means the period of time an employee is absent from work with full pay by virtue of being sick or disabled, exposed to contagious disease, or under the examination or treatment of a physician, chiropractor or dentist or because of an accident for which compensation is not payable under WSIB.

Where no other than the permanent employee can provide for the needs during illness of an immediate family member of their family, an employee will be entitled, after notifying their supervisor, to use a maximum of one (1) accumulated sick leave day per illness to care for the member of the family who is ill.

19.02 **Amount of Sick Leave**

Employees shall be entitled to the following hours sick leave at one hundred (100) percent of their current wages per year, as follows:

**Road Unit Employees**

Shall be entitled to sixty-four (64) hours per year and unused hours may be carried into the following year for a maximum of one hundred and thirty-five (135) hours in any given calendar year. For clarification, this is the equivalent of eight days per year with a maximum accumulation of fifteen days in any given year.

**Administrative Unit Employees (35 hour employees)**

Shall be entitled to forty-nine (49) hours per year and unused hours may be carried into the following year for a maximum of one hundred and five (105) hours in any given calendar year. For clarification, this is the equivalent of seven days per year with a maximum accumulation of fifteen days in any given year.

**Administrative and Engineering Unit Employees (40 hour employees)**

Shall be entitled to fifty-six (56) hours per year and unused hours may be carried into the following year for a maximum of one hundred and twenty (120) hours in any

given calendar year. For clarification, this is the equivalent of seven days per year with a maximum accumulation of fifteen days in any given year.

It is understood that employees may utilize sick leave for attendance at personal or family medical appointments.

**19.03 Proof of Illness**

An employee may be required to produce a certificate from a qualified medical practitioner for any illness in excess of two (2) working days, certifying that such employee is unable to carry out their duties due to illness.

**19.04 Sick Leave During Leave of Absence**

When an employee is given leave of absence without pay for any reason, or is laid off on account of lack of work and returns to work upon expiration of such leave of absence etc., they shall not receive sick leave credit for the period of such absence, but shall retain their cumulative credit, if any, existing at the time of such leave or layoff.

**19.05 Sick Leave Records**

The Employer will keep a record of all unused sick leave. Immediately after the close of each calendar year each employee shall receive from the Employer a record of such unused sick leave and the Employer shall verify the amount of unused sick leave credited to the employee. Any employee is to be advised, on application, of the amount of sick leave accrued to their credit.

**19.06 Sick Leave Pay on Termination**

On termination of employment (other than by death or retirement) following a minimum of three (3) years of continuous service, an employee will be paid the cash equivalent of fifty (50) percent of accumulated sick leave credits at the date of termination.

**19.07 Sick Leave Pay on Death or Retirement**

Upon attaining entitlement to an unreduced pension, or in the event of death, an employee (or the estate of such an employee) shall be entitled to the cash equivalent of the full accumulation.

**19.08 Calculation of Cash Equivalent**

When sick leave is converted into cash, whether upon termination of employment, death, or retirement; the value of such accumulated sick leave shall be determined on the basis of the employee's current rate of pay at the time of such conversion.

19.09 **Notification of Illness or Injury to Supervisor**

When an employee is unable to come in to work, due to illness their supervisor shall be notified within one (1) hour of their normal starting time or as soon as possible. In addition, if the employee, at that time, cannot inform their supervisor as to when they will be returning to work, they shall inform them as soon as possible.

19.10 **Weekly Indemnity and Long Term Disability**

Full-time employees shall be provided with insurance coverage that includes weekly indemnity for up to seventeen (17) weeks, to take effect on the 1<sup>st</sup> day after a non-work related accident or admission to a hospital or the 8<sup>th</sup> day of sickness and Long Term Disability Insurance to take effect after the 17<sup>th</sup> week until age 65, subject to the underwriting policies and issues guidelines. The premiums for the Weekly Indemnity and Long Term Disability Insurance shall be one hundred (100) percent paid for by the Employer.

19.11 **Weekly Indemnity Top Up**

When an employee makes a claim for weekly indemnity, the employee may request in writing, that the Employer continue to pay the employee their full pay drawing top ups from their vacation, float or overtime banks provided that available credits are available and providing that the minimum ESA vacation period has been used or maintained for an actual vacation period.

The employee shall deposit with the Employer, while on weekly indemnity, any amount received from the benefit carrier to reimburse for salary continuance. Payments may also be made directly to the Employer. For clarity, it is understood that weekly indemnity payments are less than an employee's full pay and their regular pay is being topped up by these credits.

If payments are received directly by the employee and signed over to the Employer, appropriate income tax related documentation will be provided with T4s to indicate that the monies were not received by the employee and thus are not taxable.

Once an employee reaches the period of long term disability, they will no longer be paid directly through the County payroll, but will receive payments directly from the benefit carrier.

**ARTICLE 20 – LEAVE OF ABSENCE**

20.01 **Union Conventions**

Leave of absence with pay and without loss of seniority shall be granted upon request to the Employer, to any two (2) employees elected or appointed to represent the Union at Union conventions or seminars; such number not to exceed two (2)

employees at any one time, with a maximum of fifteen (15) person days per year, and ten (10) days written notice to be given to the Chief Administrative Officer or designate of such intended leave.

**20.02 Bereavement Leave**

An employee shall be granted five (5) regularly scheduled consecutive workdays' leave without loss of salary or wages in the case of the death of a parent, child or current spouse.

An employee shall be granted three (3) regularly scheduled consecutive work days' leave without loss of salary or wages in the case of the death of a brother, brother-in-law, sister, sister-in-law, mother-in-law, father-in-law, grandparent or grandchild.

An employee shall be granted one (1) regularly scheduled work days' leave without loss of salary or wages in the case of the death of a aunt, uncle, niece, and nephew.

Upon written request by the employee, one (1) of the above days may be saved by the employee and used at a later date in the event there is a service, interment and/or celebration held on a later date.

**20.03 Jury or Court Witness Duty**

The Employer shall pay an employee their regular weekly earnings while absent from work due to jury or court witness duty less any payment received from the Courts excluding mileage, traveling and meal allowance. The employee will present proof of service.

**20.04 Time off for Elections**

If the hours of employment of an employee do not allow for three (3) consecutive hours off in advance of the closing of the polls on polling day for provincial, municipal or referendum elections and four (4) consecutive hours in advance of the closing of the polls on polling day for federal elections, the employee shall be allowed such additional time off for voting as may be necessary to provide those consecutive hours off without the deduction from normal daily pay.

**20.05 Pregnancy/Parental and Adoption Leave**

**Protection during Maternity/Parental/Adoption Leave**

No employee will be laid off or otherwise adversely affected in her employment due to pregnancy. The Employer will not deny the pregnant employee the right to continue employment during the period of pregnancy. Where working conditions may be hazardous to an unborn child or to the pregnant employee, the employee will be accommodated with suitable alternative tasks provided she is capable of performing the work and is otherwise entitled thereto by virtue of seniority.

Where there is uncertainty around the safety of specific job requirements, the employee may be asked to have her physician complete a physical abilities questionnaire based on the job description to ensure that she is not performing tasks which may be hazardous to her health or that of the unborn child.

### **Length of Maternity/Parental/Adoption Leave**

The length of the maternity/parental/adoption leave shall be in accordance with the Employment Standards Act.

### **Seniority Status during Maternity/Parental/Adoption Leave**

While on any of the legislated leave periods an employee will retain full employment status and rights and will accumulate all benefits and seniority under this Collective Agreement.

For a seasonal employee, seniority credits will be based on the average of the total hours of the employee directly above and below them on the seniority list for seasonal employees.

### **Employer Payment of Employee Benefits During Maternity/Parental/ Adoption Leave/ (Seasonal Exempt)**

During the period of maternity/parental/adoption leave, the Employer will continue to pay benefits in accordance with Article 22.01 (General Health Benefits) for a full-time permanent employee.

### **Procedure upon Return from Maternity/Parental/Adoption Leave**

When an employee decides to return to work, following maternity, parental or adoption leave, they will provide the Employer with at least two weeks' written notice. On return from leave, the employee will be placed in their former position. If the former position no longer exists, they will be placed in a position of comparable rank and value with no reduction in hourly rate.

20.06

### **General Leave**

The Employer will grant leave of absence without pay and without loss of seniority to any employee requesting such leave for good and sufficient cause, such request to be in writing and approved by the Employer. Such approval will not be withheld unjustly. For all leaves provided in Articles 20.07 to 20.10 inclusive, the employee on leave shall provide two (2) weeks notice of their return. In addition, should the approval of a requested leave result in the requirement to recertify in order to return to regular duties, it will be the responsibility of the employee to pay for all associated costs.

The parties agree that at the cessation of said leave of absence, the employee returns to their former assignment including the work location and shift schedule which they held immediately prior to the leave. If the leave results in a temporary transfer within the bargaining unit, the Parties agree that at the cessation of the temporary transfer, all affected employees return to their former assignment including the work location and shift schedule which they held immediately prior to the transfer. In addition, for all leaves provided, it is agreed that while an employee is on a leave, they are not able to work for the County of Haliburton.

**20.07 Leave of Absence for Public Office**

The County recognizes the right of an employee to participate in public affairs. On written request, the municipality shall grant a leave of absence without pay so that the employee may be a candidate in a federal or provincial election.

An employee elected to public office shall be allowed a leave of absence for one term of office.

**20.08 Leave of Absence for Personal Reasons**

The County may grant a leave of absence for personal reasons as per the provisions in the Employment Standards Act.

**20.09 Educational Leave**

The County may grant a leave of absence for up to one (1) year for employees who wish to further their education in a discipline related to their employment provided the course of study is of benefit to the County and/or the employee. Such leave will be considered provided sufficient staff resources are available to cover the regular duties of the employee requesting the educational leave.

**20.10 External Employment**

A leave of absence will not be granted to employees for purposes of working for another employer except in the case of a municipality located in the County of Haliburton or due to secondment to the Federal or Provincial Government. In the case of employment with a member municipality, said leave shall be a maximum of six (6) months.

**ARTICLE 21 – PAYMENT OF WAGES AND ALLOWANCES**

**21.01 Pay Days**

The Employer shall pay salaries and wages bi-weekly in accordance with Schedule "A" attached hereto and forming part of this Collective Agreement for all employees.

On each payday, employees shall have their wages deposited to their respective bank account.

**21.02 Pay during Temporary Transfers**

When an employee is temporarily assigned to or performs the principal duties of a higher paying position for two (2) hours per day or more, they shall receive the rate for the job during such temporary period for each hour worked.

When an employee is required to perform the principal duties of management personnel and is responsible for ensuring safety of the operation proper working procedures and regular reporting of progress, the employee shall receive one (1) dollar per hour in addition to their normal rate of pay.

**21.03 Employee Skills**

The Union and the Employer agree that there is mutual benefit in upgrading employee's skills or to acquire new skills to maintain or improve service. It is further agreed that the Employer will determine the skills required for each job position and will also determine if and when upgrading is required and will pay the costs of the training including regular daily wages, accommodation, meals and mileage associated with the training.

**21.04 Pay Envelopes and Itemized Statement of Wages**

An employee may choose to receive an itemized statement of wages and deductions in a sealed envelope as soon as possible after the bank deposit or an electronic pay notification in PDF format via e-mail.

**21.05 Clothing Allowance**

Upon production of receipt, each full time Roads, Engineering and IT employee each year will receive up to four hundred (\$400) dollars per calendar year toward the purchase of necessary required safety/work wear.

The Employer shall provide to each Full-time Roads and Engineering employee a Winter Safety Coat (Parka) every two (2) years or earlier if in need of replacement due to damage and wear at work.

Seasonal roads employees shall receive fifty (50) percent of the apparel allowance upon starting their second consecutive seasonal position upon production of receipt.

**Safety Footwear Allowance**

Each roads and engineering and IT employees will receive up to four hundred (\$400) dollars per calendar year toward the purchase of approved safety footwear.

Payment of the safety footwear allowance shall be made upon the submission of a receipt for the purchase of the safety footwear.

New seasonal employees will be required to work four (4) months with the Employer before they are entitled to this allowance. There shall be no wait period for seasonal employees if it is their second or subsequent consecutive seasonal position.

21.06 **Meal Allowances**

All employees required to work more than two (2) hours overtime shall be allowed a one half (1/2) hour meal break and shall be provided with a meal allowance up to a maximum of twenty (\$20) dollars with submission of receipt to the Employer.

21.07 **Transportation Allowances (Permanent Employees hired before April 1, 2012)**

Any permanent employee hired prior to April 1, 2012 is required by the Employer to use their own vehicle, shall be paid at a rate consistent with the County policy for any excess in mileage from their residence to the location of the job (and return) over the mileage from their residence to their assigned depot in their usual area (and return) except where an employee is being reimbursed on an hourly basis in accordance with the following section.

Where an employee is authorized or directed to use their personal vehicle for employer business and they transport employees or small equipment to a job site, they shall receive \$5 per hour for a minimum of four hours. The employee may only make a claim for more than the four (4) hour minimum where they are entitled to the four (4) hour minimum and have actively and regularly used their personal vehicle on the job site for an extended and consistent period of time, in excess of four hours per day. For the purpose of this article, "small equipment" does not include office equipment such as tape measures, measuring wheels, cell phones, cameras, documents, drawings, pens, paper, pencils, safety equipment, or other recording devices.

On the change over date from the summer to winter schedule the Employer shall be permitted to change the assigned depot of an employee(s) to a new winter assigned depot without the mileage provision being applicable.

On the change over date from the winter to summer schedule the employee(s) will revert back to their previous assigned depot.

Where an employee requires the use of a vehicle, they shall advise their supervisor at least 24 hours in advance when possible so the supervisor may arrange for the use of an Employer vehicle for use by the employee, where available. When an Employer vehicle is not available, then the Supervisor may reschedule the work or direct the employee to use their personal vehicle.

The use of a personal vehicle by an employee for the employer's business must be authorized in advance, by the employee's supervisor.

Expenses claimed by employees under this Article must be submitted at the same time as the employee's time sheet.

An administrative vehicle is available for employee use for purposes of attending to County business such as attendance at trade shows, regular travel within the County to meet job requirements, out of town training, meetings, conferences, etc. In the event of a conflict in the usage of this designated administrative vehicle, the respective Supervisor's of the affected employees will determine which employee should make use of the County vehicle.

**21.08 Transportation Allowances (Employees hired after April 1, 2012)**

An employee may be assigned to a depot as required operationally. The Employer must post a schedule at all depots for all employees hired after April 1, 2012 on each and every Wednesday for the following week. If the Employer changes the posted schedule and the changed location is more distance from the employee's usual place of residence, the Employer shall pay mileage at the appropriate rate.

Where an employee is authorized or directed to use their personal vehicle for employer business and they transport employees or small equipment to a job site, they shall receive \$5 per hour for a minimum of four hours. The employee may only make a claim for more than the four (4) hour minimum where they are entitled to the four (4) hour minimum and have actively and regularly used their personal vehicle on the job site for an extended and consistent period of time, in excess of four hours per day. For the purpose of this article, "small equipment" does not include office equipment such as tape measures, measuring wheels, cell phones, cameras, documents, drawings, pens, paper, pencils, safety equipment, or other recording devices.

Where an employee requires the use of a vehicle, they shall advise their supervisor at least 24 hours in advance when possible so the supervisor may arrange for the use of an Employer vehicle for use by the employee, where available. When an Employer vehicle is not available, then the Supervisor may reschedule the work or direct the employee to use their personal vehicle.

**21.09 Coveralls**

The Employer agrees to supply and launder coveralls for all full-time employees that require them.

**21.10 Rain Wear**

The Employer agrees to supply rainwear for all employees who require it.

## **ARTICLE 22 – HEALTH BENEFITS (Seasonal Exempt)**

### **22.01 General Health Benefits**

Employees shall be provided with health insurance coverage as follows:

Basic Dental (80% coverage, current ODA rates with a nine (9) month recall)

Vision Care (up to \$500 bi-annually)

Extended Health (80% for prescription drugs\* with a \$10 cap on dispensing fees)

Including \$700 per calendar year per family member for each of the following:

- Chiropractor
- Osteopath
- Podiatrist/Chiropodist
- Massage Therapist
- Naturopath
- Speech Therapist
- Physiotherapist
- Psychologist/Social Worker or Psychotherapist

An Employee Assistance Plan

Dependent Life Insurance (\$15,000 spouse - \$7,500 dependent)

The Employer shall pay one hundred (100) percent of the premium costs for the listed benefits.

\*Drugs must be available only by prescription in order to be eligible. Products available “over-the-counter” are not covered, even when prescribed by a physician.

The Employer will ensure the payment of the cost of one (1) optometry examination visit per 24 month period.

### **22.02 Personal Health Accounts**

The Employer shall contribute one thousand two hundred (\$1,200) dollars annually to each employee’s Personal Health Account. These accounts will be administered by the Employer, on behalf of each employee, and may be used to fund the employee’s portion of dental and prescription costs or any other medical, dental or vision expense not covered by OHIP or through the health insurance plans and which qualify as a medical expense under the Canadian Income Tax Act.

At the end of the calendar year, employees may carry over unused funds to the subsequent year, so long as the accumulated total does not exceed two thousand four hundred (\$2400) dollars. Unused amounts that are not eligible for carry over

will not be paid out as a taxable benefit, as the purpose of this account is to reimburse employees for incurred medical costs.

An employee leaving the employ of the Employer shall receive their applicable prorated Personal Health Account entitlement for the current year. All Personal Health Account claims are to be submitted prior to their final pay.

**22.03 Life and Accidental Death and Dismemberment**

The Employer shall pay the premium costs to provide employees with Life Insurance and Accidental Death and Dismemberment Insurance, each at one (1) time's annual salary.

**22.04 No Carrier Change without Approval**

The Employer has the right to select a carrier of its choice in respect of the employee benefits and insurance, and the Union will be provided with a copy of the plan in force, however;

The Employer shall not select another carrier without the consent of the Union when such selection changes in any way the total benefits, the individual benefits, and/or the administration of the benefits (ie., online claims submission) as provided by the previous carrier. This shall include, but not be limited to, the reasonable and customary charges designated by the previous carrier.

The Union agrees that such consent to select another carrier shall not be unreasonably denied by the Union.

**22.05 Retiree Benefits**

The Employer agrees to pay 100% of the premium costs for the following health benefits outlined for an employee who elects retirement for a period of twenty-four (24) months following the retirement date:

Basic Dental (80% coverage, current ODA rates with a nine (9) month recall)

Vision Care (up to \$500 bi-annually)

Extended Health (80% for prescription drugs\* with a \$10 cap on dispensing fees)

\*Drugs must be available only by prescription in order to be eligible. Products available "over-the-counter" are not covered, even when prescribed by a physician.

The Employer will ensure the payment of the cost of one (1) optometry examination visit per 24 month period.

In the event that an employee is not participating in the benefit plan at the time of retirement, and where the carrier refuses to insure the employee, the employer will provide the employee with a health spending account of \$5000/year for the two (2) year period following retirement in lieu of the above coverage.

## 22.06

### **Continuation of Benefit Coverage during LTD**

The Employer agrees to pay the following health benefits outlined for an employee who is receiving payment while on Long Term Disability for a period of twenty-four (24) months.

Basic Dental (80% coverage, current ODA rates with a nine (9) month recall)

Vision Care (up to \$500 bi-annually)

Extended Health (80% for prescription drugs\* with a \$10 cap on dispensing fees)

\*Drugs must be available only by prescription in order to be eligible. Products available "over-the-counter" are not covered, even when prescribed by a physician.

#### **Paramedicals**

The Employer shall provide for \$700.00 per year per family member per practitioner for the following services: Chiropractor, Osteopath, Podiatrist/Chiropodist, Massage Therapist, Naturopath, Speech Therapist, Physiotherapist and Psychologist.

The Employer will ensure the payment of the cost of one (1) optometry examination visit per 24 month period.

The Employer shall contribute one thousand two hundred dollars (\$1200) annually to each employee's Personal Health Account. These accounts will be administered by the Employer, on behalf of each employee, and may be used to fund the employee's portion of dental and prescription costs or any other medical, dental or vision expense not covered by OHIP or through the health insurance plans and which qualify as a medical expense under the Canadian Income Tax Act.

At the end of the calendar year, employees may carry over unused funds to the subsequent year, so long as the accumulated total does not exceed twenty four hundred (\$2400) dollars. Unused amounts that are not eligible for carry over will not be paid out as a taxable benefit, as the purpose of this account is to reimburse employees for incurred medical costs.

## 22.07

### **Ontario Municipal Employee's Retirement System Plan (OMERS)**

The County of Haliburton participates in the Ontario Municipal Employee's Retirement System Plan by matching employee pension contributions.

All permanent employees are required to enrol in OMERS immediately upon hire or re-classification as a permanent employee.

There is no means of opting out of the plan other than through permanent employment termination.

## **ARTICLE 23 – HEALTH AND SAFETY**

### **23.01 Cooperation on Safety**

The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the workplace in order to prevent accidents, injury and illness.

### **23.02 Pay for Injured Employees**

An employee who is injured during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of the shift at their regular rate of pay without deduction from sick leave, unless a doctor or nurse states that the employee is fit for further work on that shift.

### **23.03 Transportation of Accident Victim**

Transportation to the nearest physician or hospital for employees requiring medical care as a result of an accident shall be at the expense of the Employer.

### **23.04 First Aid Kits**

Each County vehicle will be provided with a first aid kit supplied by the County. Kits will be inspected at least twice a year for renewing supplies.

### **23.05 Health and Safety Committee**

For the purpose of the Health and Safety Committee one (1) representative shall be selected by the Union and one (1) representative shall be selected by the Employer for each permanent workplace.

The representatives at each workplace shall meet at least twice annually or at the request of either representative for a specific purpose. The Employer shall prepare and distribute minutes of the meetings.

These workplace representatives shall consider, monitor, inspect and review existing health and safety conditions and practices with a view to maintaining or improving them, and shall investigate incidents or concerns that involve the health and safety of employees.

All employees shall cooperate in the observance and enforcement of health and safety regulations.

### **23.06 Return to Work and Accommodation**

Dependent on a variety of factors including, but not limited to, a physical abilities assessment, availability of suitable work and employee skill sets, there may be opportunities to provide modified light duties to injured workers to ease the transition

from being totally disabled to being deemed fit for full return to work with regular duties.

Should the Employer be able to accommodate a worker in this manner, the Union agrees that they will be supportive of and cooperate with the accommodation process, recognizing that tasks assigned may not be specific work of the bargaining unit or even department from which the employee originates.

Should physical or other accessibility concerns be a factor in this return to work process, the Employer will ensure that required provisions are made for a suitable accessible work area.

The Employer agrees that this provision will be implemented in consideration of all required legislation, including, but not limited to the Ontario Human Rights Code and the Occupational Health and Safety Act.

**23.07 WSIB Top Up – Seasonal Exempt**

When an employee makes a claim for WSIB, the employee may request in writing, that the Employer continue to pay the employee their full pay drawing top ups from their vacation, float or overtime banks provided that credits are available and providing that the minimum ESA vacation period has been used or maintained for an actual vacation period.

The employee shall deposit with the Employer, while on WSIB, any amount received from WSIB to reimburse for salary continuance. Payments may also be made directly to the Employer. For clarity, it is understood that WSIB payments are less than an employee's full pay and their regular pay is being topped up by these credits.

If payments are received directly by the employee and signed over to the Employer, appropriate income tax related documentation will be provided with T4s to indicate that the monies were not received by the employee and thus are not taxable.

**ARTICLE 24 - GENERAL CONDITIONS**

**24.01 Proper Accommodation**

Proper accommodation shall be provided at patrol yards for employees to have their meals and change their clothes. Lockers will be provided for all permanent employees.

**24.02 Bulletin Boards**

The Employer shall provide a bulletin board at all patrol yards and at the Administration Building, so that all employees will have access to it and upon which

the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

**24.03 Tools and Equipment**

The Employer shall supply all tools and equipment required by employees in the performance of their duties. Replacements will be made by producing the worn or broken tool.

**24.04 AZ/DZ License**

Employer shall pay the full cost of the medical appointment and any required documentation or medical notes or forms with receipt as required by employees to maintain their existing AZ or DZ license including any air brake endorsements.

**24.05 Copies of Agreement**

The Union and the Employer desire all employees to be familiar with the provisions of this Collective Agreement and their rights and duties under it. For this reason the Employer shall print sufficient copies of this Collective Agreement within sixty (60) days of signing and the costs shall be paid by the Employer and the Union equally. Copies of the Collective Agreement will be available for both permanent and seasonal employees.

**24.06 Plural or Feminine Terms May Apply**

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

**24.07 Volunteer Fire Fighters**

Volunteer fire fighters will not lose regular pay when called to a fire or other emergency (excluding medical calls), provided the employee is a member of a volunteer fire department/service within the County of Haliburton. Employees must receive permission of their Supervisor/Manager to leave their position, such permission shall not be unreasonably withheld.

**24.08 Temporary Working Foreman**

The Employer will be responsible for designating employees to a temporary working foreperson position on an as required basis for a short or long term duration depending upon the project and staffing requirements provided that such need results in the temporary working foreperson providing direction and guidance on behalf of the Employer to other employees and/or third party contractors. Any employee is eligible to be designated as a temporary working foreperson.

Any Roads Unit employee is eligible to be designated as a temporary working foreperson.

A temporary working foreperson shall receive the working foreperson pay rate as identified in Schedule "A" of pay for all temporary working foreperson hours worked.

**24.09 Construction Inspector**

A premium of \$1.00 per hour shall apply when an employee has been assigned the duties of a Construction Inspector and will be limited to working in the field on a third party Construction Contract during the construction phase. The premium will not apply to an employee who is assisting the Construction Inspector with taking measurements, collecting gravel and asphalt tickets or counting and recording other activities on the Construction Project.

The work of Construction Inspector shall be delineated as management duties and may be assigned to anyone within or outside the Bargaining Unit.

**ARTICLE 25 - TERM OF COLLECTIVE AGREEMENT**

**25.01 Terms of Collective Agreement**

This Collective Agreement shall be binding and shall remain in effect from January 1, 2024 to December 31, 2027 and shall continue from year to year thereafter unless either party notifies the other in writing within the ninety (90) days next preceding the expiry date that it desires to amend or terminate this Collective Agreement.

**25.02 Notification to Negotiate New Collective Agreement**

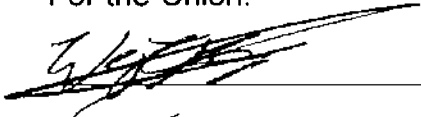
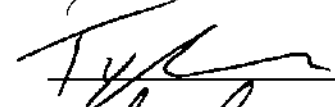



In the event of such notification being given as to amendment of the Collective Agreement, negotiations between the parties shall begin within thirty (30) days or as mutually agreed to following such notification.

**25.03 Changes in Collective Agreement**

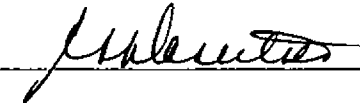
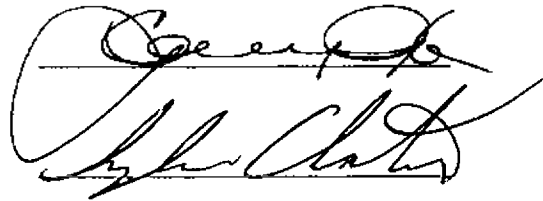
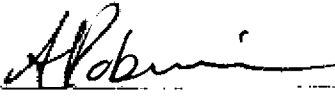
Any changes deemed necessary in this Collective Agreement may be made by mutual agreement at any time during the existence of the Collective Agreement.

Signed in Minden, Ontario this 22 day of May 2024.

For the Union:

  
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For the Employer:

  
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KG/COPE491

## SCHEDULE A

### Classification

### Hourly Rate

<u>Roads Unit</u>	Pay Period 1 2023	Pay Period 1 2024	Pay Period 1 2025	Pay Period 1 2026	Pay Period 1 2027
Truck Driver/Equip Operator	\$26.23	\$27.80	\$29.17	\$30.19	\$31.25
Casual Plow Operator	\$26.23	\$27.80	\$29.17	\$30.19	\$31.25
Seasonal 1	\$24.66	\$26.17	\$27.47	\$28.43	\$29.43
Seasonal Flagperson/Labourer	\$18.27	\$19.52	\$20.56	\$21.28	\$22.03
Mechanic	\$32.55	\$34.37	\$36.01	\$37.27	\$38.57
Mechanic/Fleet Coordinator	\$33.53	\$35.39	\$37.07	\$38.36	\$39.71
Stockkeeper	\$27.92	\$29.56	\$31.00	\$32.08	\$33.21
Working Foreperson	\$30.16	\$31.89	\$33.42	\$34.59	\$35.80
<u>Engineering Unit</u>					
Engineering (Seasonal) Student	\$22.81	\$24.24	\$25.47	\$26.36	\$27.29
Seasonal Capital Inspector	\$31.49	\$33.27	\$34.86	\$36.08	\$37.34
Engineering Technologist	\$31.49	\$33.27	\$34.86	\$36.08	\$37.34
<u>Administrative Unit</u>					
Planning Technologist	\$31.49	\$33.27	\$34.86	\$36.08	\$37.34
GIS Technologist	\$30.58	\$32.32	\$33.88	\$35.06	\$36.29
Finance Assistant	\$30.58	\$32.32	\$33.88	\$35.06	\$36.29
Admin. Assistant EMS	\$30.58	\$32.32	\$33.88	\$35.06	\$36.29
Service Desk Technician	\$30.58	\$32.32	\$33.88	\$35.06	\$36.29
Tourism Coordinator	\$31.50	\$33.28	\$34.87	\$36.09	\$37.35
Receptionist/Admin. Clerk	\$22.41	\$23.83	\$25.04	\$25.92	\$26.82
Tourism Assistant	\$25.56	\$27.10	\$28.45	\$29.44	\$30.47
Shoreline Permit Admin/Bylaw Compliance	\$30.58	\$32.32	\$33.88	\$35.06	\$36.29
Network & Systems Administrator	\$34.65	\$36.56	\$38.28	\$39.62	\$41.00

1. Seasonal 1

A Seasonal 1 employee shall be deemed to be an employee that performs on a seasonal basis the work normally performed by the Equipment Operator classification or have specialized skills in the opinion of the Employer that are required on a regular basis.

2. Spray Patching:

Persons spray patching to be reimbursed seventy-five (75) dollars per year for special clothing required.

3. Casual Plow Operators:

Casual Plow Operator will fall under Article 1.03 (d) Temporary Employee. This position is to assist with the winter maintenance duties and has no guarantee of hours and will only be called when needed.

The Casual Plow Operator will be used to cover short notice shifts of Plow Operators that are unable to be filled with full time staff and/or emergency maintenance situations where more staff are required. The Casual Plow Operator may also be utilized to cover scheduled vacation of full time operators.

All weekend shifts are to be offered to the opposite operator/partner of the vacant shift, if refused it then may be offered to the Casual Plow Operator.

**LETTER OF UNDERSTANDING**

Between

The Corporation of the County of Haliburton

-and-

The Canadian Union of Public Employees

and its Local 1960

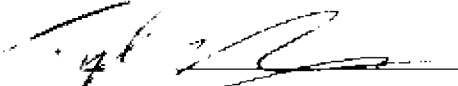
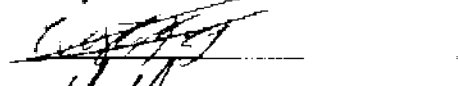
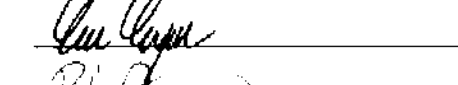

**Re: Seasonal Labourers with Seniority Rights**

The parties agree that Seasonal Labourers with Seniority rights as of April 1, 2008 will be reclassified to the new classification of Seasonal 1 and for all purposes under this Collective Agreement shall be deemed to have the qualifications to qualify as Seasonal 1. For clarity, this includes the following employees:



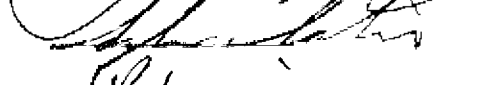
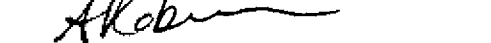
McKenzie Beers, Brad Neave, Larry Smith and Tom Watson.

Signed in Hinden, Ontario this 22 day of May, 2024.

For the Union:

For the Employer:

## LETTER OF UNDERSTANDING

Between

The Corporation of the County of Haliburton

-and-

The Canadian Union of Public Employees

and its Local 1960

### **Re: Compressed Work Week Agreement**

WHEREAS the Collective Agreement is silent to a Compressed Work Week and;

THEREFORE, the parties mutually agree as follows:

#### **Introduction**

The parties shall mutually determine, by respective work site, if they will participate in a Compressed Work Week schedule or not.

#### **Principles**

- Access to service by the public is the fundamental decision-making principle regarding this framework
- The compressed work week schedule and agreement shall not adversely affect the achievement of customer service standards as established by the Employer
- It is agreed that employees will, where possible, use their compressed day for personal and medical appointments for themselves and their family

#### **Definitions**

"CH" means compressed hours.

"CH day" means a scheduled day off using extended hours worked and banked.

"CH period" means the period of time during which extra time is worked and a CH day is earned and taken.

"Staff" refers to employees in the CUPE, Local 1960, Administrative Unit

"Standard working day" means the working day of the individual employee, based on their approved schedule (ex. 7.75 hours if on a CH schedule or 7 hours if not).

"Year" means calendar year, as defined in Article 1.06 of the Collective Agreement.

### **Compressed Work Week key features:**

1. Individual full time, permanent employees may request to participate in the CH schedule. Employees in a temporary position of one year or more may request to participate in the CH days. The Employer will assign CH days to employees in a temporary position of one year or more if they request participation in CH days.
2. Requests to participate or not participate in the compressed work week schedule will be approved on an individual basis. The minimum time period for changing schedules (e.g. Opting in or out) shall normally be 8 weeks.
3. CH days will be assigned by the Employer. Particular days may be designated as unavailable as an option for a CH day to assist in accommodating meetings and training schedules.
4. The assignment of CH days will be determined by the Employer based on the following priorities:
  - a. Access to services five days per week;
  - b. Maintaining full range of services five days per week;
  - c. Department and Division operational needs;
  - d. Maintaining functional representation in specific program areas;
  - e. Staff preference and position;
  - f. Where parts "a" to "e" are addressed, seniority may be used as the determining factor.

New employees and employees transferring into a workgroup will be assigned a CH day by the employer taking into account the above factors.

5. Subject to item #6 CH days are available no more than once per two (2) week pay period and are taken on the basis of additional time worked, or expected to be worked, in the same CH period.
6. A compressed schedule will not be worked and CH days will not be available, and the standard work day of seven (7) or eight (8) hours will apply, in any of CH period in which:
  - a. There are two or more paid holidays, including the half day immediately before Christmas and New Year's Day.
  - b. An employee has planned leave(s) totaling the equivalent of two (2) working days or more including vacation, banked time, planned sick leave (e.g., scheduled surgery and related recovery time) or any other planned leave, paid or unpaid. Planned leaves will include float days and any accommodation periods.
  - c. Sick leave day will be calculated at the employee's normal hours. The

difference shall be made up by utilizing banked time, vacation time or float time. The employee may request to opt out of CH days for that pay period(s). With approval of the Employer, employees may "make up" 1.5 hours of time within a six (6) day period.

7. Should an employee request a leave up to the equivalent of two (2) working days or more in the same CH period where they have already taken their CH day off, the leave may be approved at the discretion of the Employer, however, the frequency of such requests may result in an employee's assigned CH day being changed by the Employer.
8. A CH day can only be taken in the same period in which the additional hours are actually worked, except where otherwise indicated herein or by exception as approved by the division manager or designate. CH days cannot be banked.
9. The Employer may change an employee's CH schedule, including the assigned CH day, consistent with paragraphs 4 and 6. Decisions to change these CH days will be made with regard to the employee's schedule.
10. To accommodate vacation requests, training requirements and meetings and to maintain service levels, the Employer may change an employee's CH day for a specific CH period(s) at any time in advance of that pay period.
11. To accommodate personal appointments or other responsibilities, an employee may request a change in their CH day for specific pay period(s) at any time in advance of that pay period. Decisions to change these CH days will be made consistent with paragraph 4 and the employee's needs.
12. The Employer may change the CH day of staff transferring to a new position within their own Division or between Divisions. Decisions regarding these changes will be consistent with paragraph 4.
13. CH days must be taken as whole days off, not as parts of a day.
14. Probationary and trial period employees transferring from outside the Division will not be able to participate in a compressed work week schedule until the start of the next CH period following satisfactory completion of their probationary or trial period.

15. This framework and its impact on the achievement of customer service standards shall be reviewed on an ongoing basis, and the Employer reserves the right to withdraw their agreement to Compressed Hours of Work with adequate notice.

**Office Hours**

The standard working day for employees participating in the compressed work schedule and during a CH period shall be:

35 hour work week:

- 7.75 hours per day for eight (8) days of the CH period with a minimum 30 minute lunch period.
- 8 hours per day for one (1) day of the CH period with a 30 minute lunch

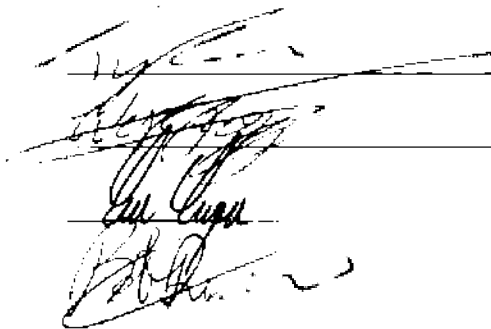
40 hour work week:

- 9 hours per day for eight (8) days of the CH period with a minimum 30 minute lunch period.
- 8 hours per day for one (1) day of the CH period with a 30 minute lunch

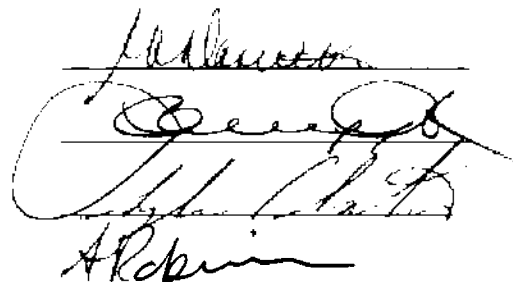
The Parties agree to append this document to the Collective Agreement (Expiry December 31, 2027).

Signed in Minden, Ontario this 22 day of May 2024.

For the Union:



For the Employer:



**LETTER OF UNDERSTANDING**

Between

The Corporation of the County of Haliburton

-and-

The Canadian Union of Public Employees

and its Local 1960

**Re: On Call - Roads employees**

The parties agree to meet within sixty (60) days of the ratification of the collective agreement to discuss and negotiate the terms of an on call system during the Summer Hours Schedule for Truck Driver/Equipment Operators and Forepersons.

The pay for On Call duties would consist of 2 hours of the employee regular wage rate per day of on call.

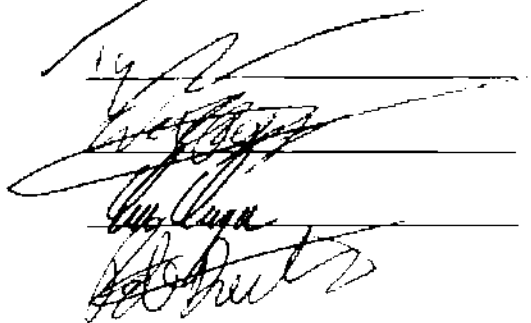
On call would consist of 4 days per weekend. Thursday into Friday, Friday into Saturday, Saturday into Sunday, Sunday into Monday (which would be a shorter day)

Some of the issues the parties may discuss are as follows but not limited to:

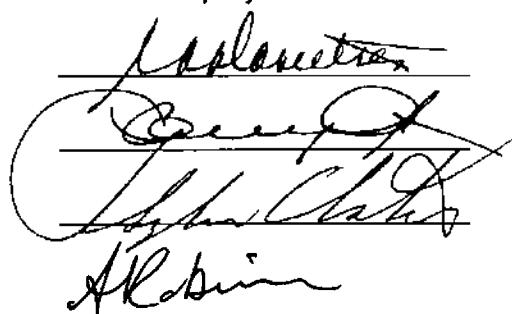
1. Volunteer participation
2. Schedule posting
3. Equal rotation of those that volunteer
4. Clarification of process
5. Changes to schedule
6. Payment of overtime and call back for time worked
7. Number of employees

Signed in Minden, Ontario this 22 day of May 2024.

For the Union:



For the Employer:



**LETTER OF UNDERSTANDING**

Between

The Corporation of the County of Haliburton

-and-

The Canadian Union of Public Employees

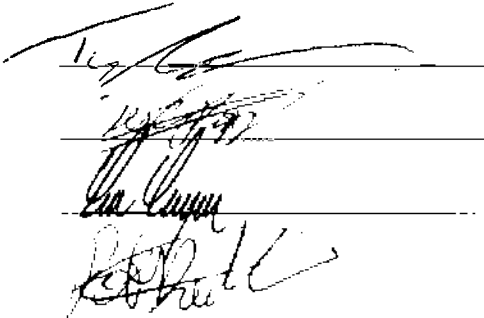
and its Local 1960

**Re: 15.02**

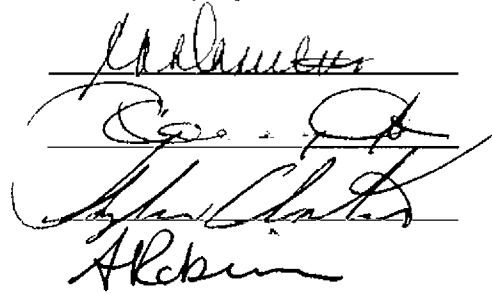
The parties agree that the 2024 Summer Hours shall be the 6:00 am to 4:30 pm hours for the entire Summer Schedule.

Signed in Hinden, Ontario this 22 day of May 2024.

For the Union:

Four handwritten signatures are written over four horizontal lines. The signatures are in cursive and appear to be: 1. A signature starting with 'T'. 2. A signature starting with 'M'. 3. A signature starting with 'L'. 4. A signature starting with 'R'.

For the Employer:

Three handwritten signatures are written over three horizontal lines. The signatures are in cursive and appear to be: 1. A signature starting with 'M'. 2. A signature starting with 'C'. 3. A signature starting with 'A'.

KG/COPE491