



Collective Agreement

Between

The Municipality of Lakeshore

and

**The Canadian Union of Public Employees
And its Local 702.4**



Expiry Date: December 31, 2026

Table of Contents

Article 1 – Purpose of Agreement.....	1
Article 2 – Management Rights	1
Article 3 – Recognition and Representation.....	1
Article 4 – Union Membership Requirement	5
Article 5 – Check-off of Union Dues	5
Article 6 – No Discrimination.....	6
Article 7 – Correspondence.....	6
Article 8 – Grievance and Arbitration Procedure.....	6
Article 9 – Strikes and Lockouts.....	10
Article 10 - Seniority.....	10
Article 11 – Promotions and Staff Changes	11
Article 12 – Lay-Off and Recall.....	13
Article 13 – Hours of Work	14
Article 14 – Overtime.....	16
Article 15 – Allowances.....	20
Article 16 – Paid Holidays.....	20
Article 17 – Vacations.....	22
Article 18 – Sick Leave	24
Article 19 – Leave of Absence.....	25
Article 20 – Training, Seminars and Conventions.....	26
Article 21 – Payment of Wages.....	27
Article 22 – Automobile Allowance	27
Article 23 – Job Classification and Reclassification.....	27
Article 24 - Group Health Insurance Plans	28
Article 25 – Health and Safety	29
Article 26 – Job Security	30
Article 27 – Mergers and Amalgamations	30
Article 28 – General Condition.....	30
Article 29 – Copies of Agreement.....	31
Article 30 – Term of Agreement	31
2024 CUPE Schedule A	33
2025 CUPE Schedule A	34
2026 CUPE Schedule A	35
CUPE Schedule B	37
Letter of Understanding.....	38
Re: Notice of Afterhours Union Meetings	38
Letter of Understanding.....	39
Re: Posting vs Extension of temporary placements	39
Letter of Understanding.....	40
Re: Election Staffing Term and Compensation.....	40
Letter of Understanding.....	42
Re: Consideration of Previous Municipality Service for Vacation Entitlement	42

Article 1 – Purpose of Agreement

Whereas it is the desire of the parties to this Agreement:

- (a) To promote harmonious relations and co-operation between the Employer and the Union;
- (b) To settle conditions of employment between the Employer and the Union;
- (c) To provide the machinery for the prompt, fair, and orderly disposition of grievances;
- (d) To encourage efficiency in operations;
- (e) To promote the morale, well-being and security of all the employees in the Bargaining Unit of the Union.

And Whereas it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an Agreement.

Now Therefore, the Parties agree as follows:

Article 2 – Management Rights

- 2.01 The Union acknowledges and recognizes the right of the Employer to hire, classify, direct, layoff, promote, demote, transfer, suspend and discharge employees for just cause, subject to the right of an employee to lodge a grievance as hereinafter provided.
- 2.02 The Union recognizes the right of the Employer to operate and manage its business and to make and alter from time to time rules and regulations to be obeyed by the employees, which rules and regulations shall not be inconsistent with the provisions of this Agreement.
- 2.03 The Employer shall post and provide the Union with a copy of all rules and regulations prior to their implementation.
- 2.04 The Employer reserves the right to assess candidates for any CUPE recruitments.

Article 3 – Recognition and Representation

3.01 Recognition

The Employer recognizes the Canadian Union of Public Employees as the sole and exclusive bargaining agent for all office, clerical and technical employees of the Municipality of Lakeshore, save and except supervisors and persons above the rank of supervisor, Executive Assistant to the Chief Administrative Officer, Chief Workforce Development Officer, Workforce Advisor, Town Clerk, Chief Building Official, Water Compliance, Legal Assistant and students employed during the summer vacation period and co-op students employed in any division.

3.02 Work of the Bargaining Unit

Employees excluded from the bargaining unit shall not perform any work normally performed by members of the bargaining unit, if such work results in the layoff (per Article 12.01 (Definition of Layoff)) of a bargaining unit employee or a reduction in the hours of a part-time employee.

3.03 Full-Time Employees

The term "full-time employee" when used in this Agreement shall mean an employee regularly scheduled to work more than twenty-four (24) hours per week.

3.04 Part-time Employees

The term "part-time employee" when used in this Agreement shall mean an employee regularly scheduled to work not more than twenty-four (24) hours per week.

3.05 Co - Op Students

The term "Co-Op Student" when used in this Agreement shall mean a person who is attending high school, college or university on a full-time basis and has indicated his/her intention-to return to studies. Co-Op students must be assigned to staff for all of the hours in which they are in their placement. Co-Op students may be utilized by all departments and not restricted to any time frame. Co-Op students shall not be used for new jobs that are not currently done by the employer without the approval of the union.

Coop placements may occur in any Division throughout the year but shall not exceed two terms/semesters in a calendar year without the agreement of the Union.

Vacant regular full time and vacant regular part time positions within a Division should be filled before Coop placements in that Division are placed unless the Coop Student was hired prior to the date upon which the vacancy arose. The parties acknowledge that some vacant positions are difficult to fill and in such cases the parties agree to discuss the placement of a Coop Student prior to the position being filled.

Summer Students

No student shall be employed earlier than April 15th or the end of the school year, whichever is later, or beyond the week ending that included October 15th, whichever is earlier.

Students/Co-op students shall not be hired if it causes a lay off or if there is an employee on lay off that has the qualifications to perform the work.

3.06 Grant Workers

Grant workers shall be defined as persons employed on special projects financed in whole or in part by government funding. Such persons shall be excluded from the bargaining unit. Grant workers shall not be used to replace absent bargaining unit employees, cause the layoff of any bargaining unit employees or be employed in excess of thirty (30) weeks. This period may be extended by mutual agreement of the Parties.

3.07 Temporary Employees

Temporary employees shall be defined as persons hired:

- a) to temporarily replace an absent bargaining unit employee, or

- b) for a defined period not to exceed ninety (90) calendar days for special projects or to assist during times of peak work load.

Temporary employees shall not be hired if there is a qualified bargaining unit employee on lay off, nor shall the use of a temporary employee cause a layoff or reduction of regular work hours of a bargaining unit employee.

3.08 Temporary Agency Employees

The Employer has the right to hire temporary agency employees to temporarily replace an absent bargaining unit employee for a term not to exceed 30 working days and the said temporary agency employee will be excluded from the bargaining unit.

Temporary agency employees shall not be hired if there is a qualified bargaining unit employee on lay-off nor shall the use of a temporary agency employee cause a lay-off of a bargaining unit employee.

3.09 Notification

The Employer shall provide the Union with not less than ten (10) working days' notice of an application to hire grant workers.

The Employer shall advise the Union of the names of persons hired pursuant to sub-article 3.05 (Students/Co-op Students), 3.06 (Grant Workers) and 3.07 (Temporary Employees), 3.08 (Temporary Agency Employees) and provide particulars of the length and nature of their employment, prior to utilizing such persons.

It is understood that the list of Students/Co-op Students, Grant Workers, Temporary Employees and Temporary Agency Employees will be provided to CUPE quarterly. This list is of only non-permanent employees in temporary positions. For clarification, this list excludes permanent employees working in a temporary placement.

3.10 Union Officers and Committee Members

It is acknowledged, understood and agreed that Union Officers, Stewards and Committee persons have their regular duties to perform as employees and that such duties must be performed in the same manner as other employees. Union Officers, Stewards and Committee persons shall not leave their regular duties without receiving permission from their division head or designate. The division head or designate will not unreasonably refuse to grant a Union Officer, Steward or Committee person permission to leave his/her regular duties for a reasonable length of time, without loss of pay or benefits in order to perform any of the duties required to be performed by them pursuant to the provisions contained in this Collective Agreement.

Time spent in accordance with this article and during normal working hours other than meal or break time shall be considered time worked without loss of pay or benefits. Time spent at arbitration does not fall within the provisions of this sub-article. Any union officer, steward or committee person subpoenaed to testify at an arbitration hearing will be granted time off with pay and without loss of seniority, and the Employer will be reimbursed for all wages and associated benefit costs of the employee(s) by the Union.

3.11 Stewards

The Employer acknowledges the right of the Union to appoint or elect stewards, whose duties shall be to assist employees within the bargaining unit in preparing and presenting grievances in accordance with the grievance procedure.

3.12 a) Negotiating Committee

The Employer recognizes the right of the Union to appoint or elect a Negotiating Committee composed of not more than **three (3)** members of the bargaining unit and a representative from the Canadian Union of Public Employees for the purpose of negotiating the Collective Agreement and amendments thereto.

An additional member of the Union may be added to the above committee on an ad hoc basis for information purposes relative to a particular discussion.

b) Negotiating Meetings

In the event either party wishes to call a meeting of the Negotiating Committees, the meeting shall be held within thirty (30) calendar days at a time and place fixed by mutual agreement.

c) Information

The Employer shall make available to the Union on request information required by the Union for the purpose of negotiations, such as job classifications, wage rates, pension and welfare plans of employees in the bargaining unit.

3.13 Labour Management Committee

- a) A Labour Management Committee shall be established consisting of two (2) representatives of the Union and two (2) representatives of the Employer.
- b) The Committee shall concern itself with the following general matters:
 - i) considering constructive criticisms of all activities so that better relations shall exist between the Employer and employees;
 - ii) improving and extending services to the public;
 - iii) promoting safety and sanitary practices;
 - iv) receiving suggestions from employees, questions of working conditions and service (but not grievances concerned with service);
 - v) correcting conditions causing grievances and misunderstandings.
- c) The Committee shall not have jurisdiction over collective bargaining issues.
- d) The Committee shall meet monthly if requested by either party at a mutually agreeable time and place. The party requesting the meeting shall provide the agenda of the meeting at least forty-eight hours in advance of the meeting. Employees shall not suffer any loss of pay or benefits for time spent attending such meetings.
- e) An Employer and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings. Minutes shall be prepared and signed by the joint chairpersons as promptly as possible after the meeting.

3.14 Occupational Health and Safety Committee

At work locations where it is required, a Joint Occupational Health and Safety Committee (JHSC) shall be established consisting of a minimum of two (2) members

from the CUPE bargaining unit in each applicable JHSC. The Committee shall perform its functions in accordance with the Ontario *Occupational Health and Safety Act*, as amended from time to time. All members of the Committee shall be certified at the expense of the Employer.

3.15 Notification of Union Steward/Unit Representatives

The Union shall notify the Employer of the names of their officers, committee members, and Union Stewards/Unit Representative. The Employer shall not recognize any such representatives until it has been so notified.

3.16 Right of Fair Representation

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

3.17 The Union Chair, or designate, shall be provided annually with a useable electronic copy of a current list of names, addresses and telephone numbers of all Employees in the Bargaining Unit unless prevented by any applicable legislation.

Article 4 – Union Membership Requirement

4.01 All employees who are members of the Union as of the date of signing of this Agreement, shall remain members of the Union. All future employees of the Employer shall, as a condition of continued employment, become and remain members in good standing in the Union.

4.02 The Employer agrees to acquaint potential employees with the fact that a Union Agreement is in effect and provide new employees with the names of the Union Steward/Unit Representative. The Employer further agrees to provide each new employee upon hiring with a copy of the current Collective Agreement.

4.03 On commencement of employment, a probationary employee shall be introduced by his/her supervisor to his/her Union Steward/Unit Representative. The Union shall be allowed an opportunity to interview each probationary employee within regular working hours, at a time mutually agreed upon with their supervisor, without deduction from pay, for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting the probationary employee with the benefits and duties of Union membership and his/her responsibilities and obligations to the Municipality and Union.

Article 5 – Check-off of Union Dues

5.01 The Employer shall deduct from every employee any dues, initiation fees, or assessments levied by the Union on its members.

5.02 Deductions

Deductions shall be forwarded in one cheque to the National Secretary Treasurer of the Union not later than the fifteenth (15th) day of the following month for which the dues were levied. The cheque shall be accompanied by a list of:

- 1) Employee name,
- 2) Total regular wages for the period being remitted,
- 3) Current dues deducted

A copy of this list shall be forwarded electronically by the Employer to the Secretary Treasurer of the Local and to the Unit Representative of Local 702.4.

5.03 T-4 Slips

At the same time that Income Tax (T-4) slips are made available, the Employer shall type on the amount of union dues paid by each Union member in the previous year.

Article 6 – No Discrimination

6.01 The Employer and the Union agree there shall be no discrimination with respect to any employee by reason of age, marital status, sex, race, creed, colour, ancestry, place of origin, citizenship, sexual orientation, gender identity, gender expression, record of offences, family status, disability or ethnic origin as set out in the *Ontario Human Rights Code*. The above protected grounds shall be as defined in the *Ontario Human Rights Code*, as amended from time to time.

Article 7 – Correspondence

7.01 All communication between the parties arising out of this Agreement shall pass to and from the Manager of Human Resources, or designate, and the Union Steward/Unit Representative of the unit with a copy to the CUPE National Representative.

Article 8 – Grievance and Arbitration Procedure

8.01 Definition of Grievance

A grievance shall be defined as any difference or dispute between the Employer and any employee(s) and/or the Union with respect to the interpretation, application, administration or alleged violation of the Collective Agreement.

8.02 Settling Of Grievances

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

Step I

The aggrieved employee(s) shall submit the grievance in writing to one of the Stewards of the Union Grievance Committee. A grievance involving more than one employee from the same division on the same matter may be submitted as a group grievance. If the Grievance Committee considers the grievance to be justified, the Union shall first seek to settle the dispute with the employee's immediate supervisor. No grievance shall be considered later than seven (7) working days after the matter giving rise to the grievance reasonably came to the attention of the grievor. The employee's supervisor shall render a decision within seven (7) working days.

Step II

Failing satisfactory settlement at Step I, the Union may submit within seven (7) working days from receipt of the decision at Step I the grievance in writing to the manager. The manager shall render a decision in writing within seven (7) working days after receipt of such notice.

Step III

Failing satisfactory settlement at Step II, the Union may submit within seven (7) working days from receipt of the decision at Step II the grievance in writing to the department head. The department head shall render a decision in writing within seven (7) working days after receipt of such notice.

Step IV

Failing satisfactory settlement at Step III, the Union may refer the grievance to the Chief Administrative Officer or designate in his/her absence within ten (10) working days from receipt of the decision at Step III and a meeting shall take place within seven (7) working days of its referral. The Chief Administrative Officer or designate in his/her absence shall render a decision in writing within seven (7) working days after the Committee has met with the CAO or designate in his/her absence.

Step V

Failing satisfactory settlement at Step IV, either Party may refer the grievance to arbitration within twenty (20) working days but not later, from receipt of the decision rendered by the Chief Administrative Officer under Step IV.

- 8.03 a) Where a grievance has been referred to arbitration in accordance with Step IV of the grievance procedure, the parties shall select by mutual agreement a sole arbitrator within twenty (20) working days of the submission of said referral.
- b) If the parties fail to agree upon a sole arbitrator, the appointment of the sole arbitrator may be made by the Minister of Labour for Ontario upon request of either party.

8.04 Decision of the Sole Arbitrator

The decision of the sole arbitrator shall be final and binding upon the parties and upon any employee within the bargaining unit affected by the decision. The sole arbitrator will not have the right to alter, add to, subtract from, modify or amend any part of this Agreement. The decision of the arbitrator shall be final and binding upon the parties and upon any employee within the bargaining unit affected by the decision.

8.05 Expenses of Sole Arbitrator

Each party to this Agreement will bear the expenses equally for the cost of the arbitrator.

8.06 Witnesses

The parties shall have the assistance of the employee or employees involved and any necessary witnesses at the arbitration hearings.

8.07 Replies in Writing

Replies to grievances shall be in writing at all stages of the grievance procedure.

8.08 Extension of Time Limits

The time limits set forth in the grievance procedure may be extended at any time upon the mutual agreement of the Employer and the Union.

8.09 Facilities

The Employer shall supply the necessary facilities for the grievance meetings.

Whenever it is necessary for a Union Steward/Unit Representative to meet with an employee in the exercise of his/her regular duties under this Collective Agreement, including grievances, the Employer will make a room available during working hours and upon reasonable notice, to enable both to meet in private.

8.10 Policy Grievance

- a) Either party may file a policy grievance, by issuing a notice to the other party, in writing, within five (5) working days of the circumstances giving rise to the grievance outlining the cause and the redress sought.
- b) Any such grievance by the Union will be filed directly with the Manager of Human Resources, or designate, and a meeting shall take place within seven (7) working days of its referral. The Manager of Human Resources, or designate, shall render a decision in writing within five (5) working days after receipt of such notice.
- c) Failing satisfactory settlement in the decision of the Manager of Human Resources, the Union may refer the policy grievance to the Chief Administrative Officer at Step III of the grievance procedure.
- d) Any such grievance by the Employer will be filed directly with the Unit Representative, or designate, and copied to the National Representative, at Step III of the grievance procedure. The Unit Representative, or designate, shall render a decision in writing within five (5) working days after receipt of such notice.
- e) Should satisfactory settlement not be made, the dissatisfied party may seek resolution through arbitration.
- f) The Union may not file a policy grievance on a matter that could have been the subject of an individual or group grievance.

8.11 Union May Initiate Grievances

The Union and its representatives shall have the right to initiate a grievance on behalf of an employee, or group of employees and to seek adjustment with the Employer in the manner provided in the grievance procedure.

8.12 Discipline

- a) An employee who has completed probation may be dismissed or disciplined, but only for just cause.
- b) Notice of discipline shall not be issued later than seven (7) working days after the matter reasonably came to the attention of the Supervisor.
- c) Where an employee is called to an interview by a member of management and the interview could possibly lead to the discipline of the employee, or the interview is related to deficiencies in or criticism of the work performance of the employee, the

employee shall be so informed before the interview. The member of management shall arrange for a Steward of the employee's choice to be in attendance at the interview. If the Steward of the employee's choice is not available, an alternate Steward shall be in attendance.

- d) An employee who is disciplined by the Employer shall be given written notice of the discipline immediately upon notification of such discipline in the presence of his/her Steward. The Union Steward shall receive a copy of the disciplinary notice at the time it is issued to the employee.
- e) When an employee is to be suspended or discharged, such employee will be entitled to discuss his/her case with a Steward in private for a reasonable period of time if he/she so desires, before being required to leave the premises.
- f) Failure to conform with the requirements of this clause shall render the discipline or discharge null and void.

8.13 Suspension or Discharge Grievance

- a) A claim by an employee who has completed probation that he or she has been suspended or discharged without just cause shall be submitted in writing to the Chief Administrative Officer at Step III of the grievance process.
- b) Burden of Proof
In cases of discharge and discipline, the burden of proof of just cause shall rest with the Employer.

8.14 Mutually Agreed Changes

Any mutually agreed changes to this Collective Agreement shall form part of this Collective Agreement and are subject to the grievance and arbitration procedure.

8.15 Timelines

The time limits specified in the grievance and/or arbitration procedure do not include Saturday, Sunday or paid holidays and may be altered upon mutual agreement of the parties to this Collective Agreement.

8.16 Right to be Present

The grievor has the right to be present at each step of the grievance procedure up to and including arbitration but the Employer shall not be liable to pay the employee's wages for time spent in arbitration.

8.17 Personnel Records

- a) An employee shall have reasonable access to and review his/her personnel record in the presence of the Manager of Human Resources, or designate.
- b) Any disagreement as to the accuracy of information contained in the file may be subject to the grievance procedure and the eventual resolution thereof shall become part of the employee's record.
- c) An employee shall have the right to make copies of any material contained in his/her personnel record.

- d) Documents related to the following discipline shall be removed from the Employee's employment record after the expiration of the indicated time period, if during that time period, no other discipline has been added to the record. Discipline records shall be removed as follows:

- i. Verbal and written (not related to violence and/or harassment) – 12 months.
- ii. Verbal and written (related to violence and/or harassment) – 24 months.
- iii. Suspensions (not related to violence and/or harassment) - 24 months.
- iv. Suspensions (related to violence and/or harassment) – 48 months.

8.18 Probationary Employees

Notwithstanding anything contained in this Agreement, the provisions of this article do not apply to a probationary employee with respect to discipline or discharge nor are the provisions of this article available to the Union on behalf of any probationary employee with respect to discipline or discharge by the Employer.

Article 9 – Strikes and Lockouts

9.01 Strikes and Lockouts

Employees coming within the scope of this Agreement, save and except the Fire Prevention Officer, as exempted under the provisions of the Fire Prevention and Protection Act, 1997 shall not strike or be locked out during the term of this Collective Agreement or do the work of other employees of the Employer in another bargaining unit while those employees are involved in a strike or lockout.

9.02 Refusal to Cross Picket Lines

It shall not be just cause for discipline and/or discharge if any employee refuses to go through a legally authorized picket line of any Union and/or Labour organization. In the event that employees encounter a picket line which must be crossed to carry out their duties, they shall immediately contact their Supervisor. Employees shall only be required to cross the picket line once the Employer has made appropriate arrangements to ensure safe passage through the line by the employees.

Article 10 - Seniority

10.01 Seniority Defined:

Seniority is defined as the length of service in the bargaining unit. Seniority will only be credited upon successful completion of the respective probationary period. Seniority shall be used in determining preference or priority for promotion, transfer, demotion, lay-off, permanent reduction of the workforce, and recall, and as set out in other provisions of this Agreement. Seniority shall operate on a bargaining-unit-wide basis.

10.02 Seniority List

The Employer shall maintain a seniority list identifying all members which clearly denotes if a member is a part time employee. Such list shall show the current classification, department and the date upon which each employee's service

commenced. Where two or more employees commence work on the same day, the names shall appear on the seniority list in alphabetical order of their surname as of their date of hire. An up to date seniority list shall be sent to the Union Stewards electronically and shall be posted on the designated Union bulletin board at each work location where CUPE unionized employees work. The seniority list will be posted quarterly each year.

10.03 Loss of Seniority

Seniority rights of an employee shall cease and the employee shall cease to be an employee for any of the following reasons:

- a) if the employee quits and does not reconsider within twenty-four (24) hours in writing to the Chief Administrative Officer;
- b) if the employee is discharged and is not reinstated;
- c) if the employee with less than one (1) year's seniority is laid off for a continuous period of time in excess of their seniority as of the date of layoff; or if an employee with one (1) or more years of seniority is laid off for a continuous period of time in excess of thirty-six (36) months;
- d) if the employee fails to report to work after a layoff within seven (7) working days after receiving notice of recall by registered mail to the last address of the employee of which the Employer has record, unless the employee provides a reason satisfactory to the Employer for his/her failure to report.
- e) if the employee fails to report to work for five (5) consecutive working days without supplying a reason satisfactory to the Employer;

10.04 Transfer and Seniority Outside the Bargaining Unit

Employees shall not 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, he/she shall retain his/her seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority. The permanent placement of such employee in the transferred position shall be confirmed upon completion of a thirty (30) working day trial period. In the event the employee proves unsatisfactory in the position during the trial period, or if the employee is unable or unwilling to continue to perform the duties of the position, he/she shall be returned to his/her former position and wage rate, without loss of seniority immediately upon notification to or from the employee.

Article 11 – Promotions and Staff Changes

11.01 Advanced Notice of Job Posting

When a vacancy occurs, whether permanent or temporary in excess of sixty (60) working days, which the Employer intends to fill, or a new position is created within the bargaining unit, the Employer shall notify the Union in writing of their decision within five (5) working days.

11.02 Job Postings

- a) When an upcoming vacancy which the employer intends to fill or a new position is created, and if practicable to do so, the Employer shall post such position not

later than thirty (30) calendar days prior to the date when the position will be open.

- b) Such postings shall contain the following information: Nature of position, qualifications, required knowledge and education, skills, shift, hours of work, wage rate and wage range (if applicable) and the date on which the job is posted.
- c) The Employer shall post the job posting **electronically** for six (6) working days, and send it electronically to the designated Union Steward/Unit Representative.
- d) Temporary Employees will not be considered for internal postings unless no qualified permanent Employees in the CUPE bargaining unit have applied.

11.03 Role of Seniority in Promotions, Transfers and Staff Changes

Where the applicants' qualifications, as per Article 11.02 (Job Postings) for the posted position are relatively equal, seniority shall be the governing factor. Any candidate may request to see their respective outcome of the assessment. Note due to confidentiality of information, this information shall not be shared with anyone but the respective candidate.

11.04 Appointments

- a) Appointments shall be made within four (4) weeks of posting. If, as a result of the appointment, another permanent vacancy is created which the Employer intends to fill, the Employer shall fill that resulting permanent vacancy in accordance with Job Posting procedure set out in this Article.
- b) If the initial posting is to fill a temporary vacancy, of six months or less, the Employer may fill any resulting temporary vacancy(ies) without recourse to the Job Posting procedure.
- c) Both parties must mutually agree to any extension beyond six months for an initial temporary vacancy.

11.05 Trial Period

The successful applicant shall be given a trial period of thirty (30) days worked. The salary paid during this period shall be at the probationary rate of the new classification provided such rate is not lower than the job rate of the position they are transferring from. If the probationary rate is lower than the job rate of their current position they shall be paid the job rate of the new position. Such trial period may be extended by mutual agreement of the Employer and the Union. The Employer shall not curtail the trial period without just cause, before it has run its full course. Conditional on satisfactory service, the employee shall be declared confirmed in the position after the trial period. After such confirmation the salary shall be at the job rate of the new position. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable or unwilling to continue to perform the duties of the position, he/she shall be returned to his/her former position and wage rate, without loss of seniority immediately upon notification to or from the employee. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to his/her former position and wage without loss of seniority.

11.06 Probation For Newly Hired Employees

- a) Newly hired employees shall be on probation only for their first ninety (90) days worked. The termination of employment of a probationary employee during the probationary period shall not be the subject matter of a grievance by the employee or by the Union on behalf of the employee.
- b) Should a probationary employee be successful in obtaining a new regular position with the Employer through a job posting while in their probationary period and the employee has not completed their probationary period at the time of transfer, the employee shall be required to recommence the full probationary period.

11.07 Notification to Employee and Union

Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be sent to each applicant and an announcement made to staff. The Union shall be notified of all promotions, demotions, hirings, lay-offs, transfers, recalls, resignations, retirements, deaths or other terminations of employment that notification shall include the employees' names, positions and relevant dates.

11.08 No Applicants

If there are no applicants or no successful applicants for a posted position, the Employer shall be entitled to fill the position in such manner as it deems fit from outside the bargaining unit. The Employer may also fill a position in such manner as it sees fit while observing the posting procedure contained in this Article.

11.09 Temporary Transfers Within the Bargaining Unit

Employees may be required to temporarily help in other positions within the bargaining unit for a maximum of ninety (90) days worked. If the position is of a higher wage rate, the employee shall be paid the wage rate for the job. If the position is of a lower wage rate, the employee shall continue to be paid their own rate. In no instance shall an employee lose any seniority or benefit for having temporarily helped in another position.

Article 12 – Lay-Off and Recall

12.01 Definition of Lay-Off

A lay-off shall be defined as a reduction in the workforce or a reduction in the regular hours of work of a full-time employee as defined in this Agreement.

12.02 Part-time Employee Hours Reduction/Increase

In the event of a reduction in the hours of a part-time employee, the reduction shall be made in reverse order of seniority within the selected classification. Increases in hours for part-time employees shall be made in order of seniority within the selected classification.

12.03 Layoff and Bumping

Both parties recognize that job security shall increase in proportion to length of service. An employee about to be laid off may bump any employee with less seniority, providing the employee exercising the right is qualified to perform the work of the employee with less seniority.

Temporary employees shall not have bumping or recall rights at the end of their temporary term.

12.04 Notice of Layoff

The Employer shall give as much lay-off notice as possible prior to the lay-off of any employee which shall not be less than:

- | | |
|---|---------|
| a) up to five (5) year's seniority | 6 weeks |
| b) up to six (6) year's seniority | 7 weeks |
| c) up to seven (7) year's seniority | 8 weeks |
| d) seven (7) year's or more seniority
or pay in lieu of such notice. | 9 weeks |

12.05 Recall

- a) Employees shall be recalled in the order of their seniority subject to their qualifications after the job posting provisions have been followed.
- b) Employees on the recall list are required to keep the Employer apprised of their current address. The Employer shall keep all laid off employees apprised of all job postings within the bargaining unit.

12.06 No New Employees

The Employer agrees that any employee on lay-off shall be called back to work prior to the hiring of any new employees, including temporary employees or grant workers, or contracting out of any bargaining unit work, providing that the laid off employee is qualified and able to do the work.

Article 13 – Hours of Work

13.01 Hours of Work

- a) (i) The regularly scheduled work week for full-time employees, with the exception of those identified in 13.01 (a) (ii) and (iii) below, shall consist of five (5) consecutive days, Monday to Friday, thirty-five (35) hours per week based on seven (7) consecutive hour days (excluding lunch) between 8:30 a.m. and 4:30 p.m. The hours may be amended within 8:00 a.m. to 6:00 p.m. with the agreement of the employee.
- (ii) The regularly scheduled work week for full-time employees working at the Town's recreation and community facilities will consist of five (5), seven (7) consecutive hour days (excluding lunch), between the hours of 5:30 a.m. and 11:00 p.m. Monday to Sunday. Employees shall be scheduled a minimum of one (1) weekend off in every three (3) week period. For the purpose of this agreement, a weekend will be defined as Saturday and Sunday inclusive. Employee schedules shall be posted in six (6) week increments at a minimum of one (1) month in advance.

- (iii) For the Bylaw Compliance Officer position, from November 1st to April 30th, the work week shall be Monday to Friday. The regularly scheduled work week for the Bylaw Compliance Officer position will consist of five (5), seven (7) consecutive hour days (excluding lunch), between the hours of 8:00 am and 8:00 pm. The scheduled work week shall contain a maximum of five consecutive working days per week.

From May 1st to October 31st, the work week shall be from Monday to Sunday, consisting of seventy (70) hours over the two week pay period.

The Employer may schedule employees for no more than five (5) consecutive days of work.

Provided seven (7) calendar days' notice is given, no overtime will be paid unless the employee works more than seventy (70) hours in a two week period or scheduled to work more than five (5) consecutive days.

- b) (i) The hours for the Technical Analyst (IT) may be amended to Monday to Sunday between 7:00 am to 10:00 pm with the agreement of the employee. The Monday to Sunday schedule shall contain a maximum of five (5) consecutive working days with a minimum of two consecutive scheduled days off. Provided seven (7) calendar days' notice is given, no overtime will be paid unless the employee works more than seven (7) hours per day or thirty five (35) hours per week.
 - (ii) The hours for the Engineering Technologist position may be amended to Monday to Sunday between 7:00 am to 10:00 pm with the agreement of the employee. The Monday to Sunday schedule shall contain a maximum of five (5) consecutive working days with a minimum of two consecutive scheduled days off. Provided seven (7) calendar days' notice is given, no overtime will be paid unless the employee works more than seven (7) hours per day or thirty five (35) hours per week.
 - (iii) The hours for the Communication positions may be amended to Monday to Sunday between 7:00 am to 10:00 pm with the agreement of the employee. The Monday to Sunday schedule shall contain a maximum of five (5) consecutive working days with a minimum of two consecutive scheduled days off. Provided seven (7) calendar days' notice is given, no overtime will be paid unless the employee works more than seven (7) hours per day or thirty-five (35) hours per week.
- c) (i) Part-time employees with the exception of those identified in 13.01 (b) (ii) below shall not be regularly scheduled to work more than seven (7) hours per day between 8:30 a.m. and 4:30 p.m., Monday to Friday, to a maximum of twenty-four (24) hours per week and shall not work split shifts. However, part-time employees may work more than twenty-four (24) hours per week if replacing an absent full-time employee to a maximum of ninety (90) calendar days. The hours may be amended within 8:00 a.m. to 6:00 p.m. with the agreement of the employee.
 - (ii) Part-time employees working at the Town's recreation and community facilities shall not be regularly scheduled to work more than twenty-four (24) hours per week. For the purpose of this agreement, a week will be defined as Monday through Sunday inclusive. The minimum hours scheduled must be four (4) consecutive hours per day between the hours of 5:30 a.m. and

11:00 p.m. and shall not be subject to split shifts. Employee schedules shall be posted in six (6) week increments at a minimum of one (1) month in advance. In the absence of a full-time employee due to sickness or an unscheduled absence, available full-time employees shall be offered the additional hours as overtime prior to offering the hours to part-time employees. Part-time employees may work more than twenty-four (24) hours per week if replacing an absent full-time employee to a maximum of ninety (90) calendar days, which may be extended with mutual agreement between the Employer and the Union.

13.02 Lunch and Paid Rest Period

- a) A full-time employee shall be entitled to a one (1) hour unpaid lunch break and a paid rest period of fifteen (15) minutes in both the first half and the second half of each scheduled work period in an area made available by the Employer.
- b) A part-time employee shall be entitled to an one (1) hour unpaid lunch break if scheduled to work five (5) or more hours and a paid rest period of fifteen (15) minutes for every three (3) hours worked in an area made available by the Employer. If replacing a full-time employee, part-time employees shall be entitled to the lunch and rest periods as a full-time employee.

13.03 Personal Flex Hours

Employees may flex their hours to accommodate personal (non-medically related) business with the prior approval of their immediate supervisor and it shall not be considered overtime. Such approval shall not be unreasonably denied.

13.04 Notice of Shift Change

Part-time employees will be given two (2) working days' notice of change in their regularly scheduled hours of work.

13.05 Shift Premium

- a) All full-time employee hours worked after 6:00 p.m. as part of his/her regular shift shall be paid a shift premium of \$1.50 per hour with the exception of those identified in 13.05 (b).
- b) Full time Public Service Representatives and Customer Service Representatives hours worked prior to 8:00 am or after 6:00 pm, as part of his/her regular shift shall be paid a shift premium of \$1.50 per hour.

Article 14 – Overtime

14.01 Overtime Defined

- a) All hours worked in excess of seven (7) hours per day or thirty-five (35) hours per week or on Saturday or Sunday shall be considered overtime for full-time employees and part-time employees with the exception of those identified in 14.01 (b) and (c) below.
- b) For full-time and part-time employees working at the Town's recreation and community facilities all hours worked in excess of seven (7) hours per day or thirty-five (35) hours per week shall be considered overtime.

- c) For full time Facility Recreation Clerks, for hours worked past 10:00 pm, overtime will be paid.

14.02 Overtime Rates

- a) Overtime for full-time employees and part-time employees shall be paid at the rate of one and one-half (1 ½) times the employee's hourly rate for all hours worked in excess of the hours as defined in 14.01(a) and for all hours worked on Saturday. Overtime shall be paid at the rate of two (2) times the employee's hourly rate for all hours worked on Sunday.
- b) Overtime for full-time and part-time employees, working at the Town's recreation and community facilities shall be paid at the rate of one and one-half (1½) times the employee's hourly rate for all hours worked in excess of the hours defined in 14.01(b) and for all hours worked on the employee's first scheduled day off. Overtime shall be paid at the rate of two (2) times the hourly rate for all hours worked on the employee's second scheduled day off.

14.03 No Layoff in Lieu of Overtime

Employees shall not be laid off to equalize overtime.

14.04 Overtime Assignments

- a) i) Subject to sub-article b), where the Employer requires that employees, with the exception of those identified in 14.04 (a) (ii) below, work overtime, the overtime shall be equitably offered first to full-time employees within the same classification within a division. Should there be no full time employee within the same classification within the division available and/or willing to work the overtime, the overtime shall be equitably offered to any full time employee, who requires no additional training to perform the work, within the same division.
- ii) Subject to sub-article b), where the Employer requires that employees working at the Town's recreation and community facilities work overtime, the overtime shall be equitably offered first to full-time employees within the same classification. Should there be no full time employee within the same classification available and/or willing to work the overtime, the hours shall be equitably offered to any part-time employee, working at the Towns' recreation and community facilities, who requires no additional training to perform the work.
- b) When overtime is anticipated to be one hour or less to complete a specific task at the end of the work day, that overtime may be offered to the employee who is engaged in completing the task at hand.
- c) In the event that there are no employees available within that division, management reserves the right to equitably offer the overtime to any employee that the employer deems does not require additional training to do the work.

- d) If overtime is offered that does not require all employees of the same classification in the same division to work the overtime hours, it shall be offered to the most senior employee in that classification in that division on a rotating basis. See example below.

Clerk 1 (highest seniority)
Clerk 2 (2nd seniority)
Clerk 3 (lowest seniority)

Clerk 1 offered overtime on Jan 5 and accepts. (now the rotation has started) Overtime is available on Jan 7. Clerk 2 offered first and declines, then Clerk 3 is offered the overtime and accepts. Rotation ends, next overtime offered starts at highest seniority.

Rotation now starts over -- Overtime March 3 offered to Clerk 1

14.05 Posting of Accumulated Overtime

Offers of overtime to all employees shall be posted following each pay period in the division where the overtime originated.

The posting shall show the date that the overtime was offered, and that each person in the division grouped within the same classification has been offered the overtime. This posting shall indicate whether they accept, deny or other or whether it was given by seniority.

14.06 Call Back Guarantee

Employees who are called in and required to work outside the regularly scheduled work hours shall be paid for a minimum of three (3) hours at the appropriate overtime rate. When the work called back for is completed, the employee shall be allowed to leave. This clause does not apply to part-time employees who are called on a casual basis to replace sick employees during regularly scheduled work hours.

14.07 After-Hours Meetings

Any employees required to attend meetings outside their regularly scheduled work hours shall be paid for a minimum of two (2) hours at the appropriate overtime rate and mileage if the employee leaves work and then attends the meeting. Mileage claims shall not exceed the distance from the employee's home to the site of the meeting. At the end of the meeting the employees shall be allowed to leave. The 2-hour minimum shall include travel time for attending offsite meetings.

14.08 Banking of Overtime/Time Off in Lieu

Overtime hours, at the applicable rate, to be taken as time off in lieu, may only be accumulated to a yearly maximum of seventy (70) hours in any calendar year. Any overtime remaining unused at the end of the calendar year will be paid out at the applicable rate. All hours accumulated in excess of seventy (70) will be paid out, at the applicable rate, during the pay period in which they are worked.

14.09 Emergency Personnel

In the event an emergency situation arises and a state of emergency is declared by the Mayor or the CAO, the Employer reserves the right to call in employees without need to follow seniority and/or overtime call in schedules as provided in Article 14 of the Collective Agreement.

All hours worked, in excess of seven (7) hours per day or 35 hours per week, during an emergency, will be compensated at the appropriate overtime rate.

14.10 On call for DTCS Emergency

On call is defined as the period of time outside of the normal working hours when qualified employees are required by the Employer to stand by and be readily available to respond to alarms or emergency conditions as they arise. All qualified employees in the respective divisions shall be required to rotate within the division through an "on call" schedule, subject to the following terms:

- (i) On call rotation will be determined by the Leader in DTCS.
- (ii) On call employees must be available to perform their duties at all times while on call. Upon notice of an alarm or call, an on call employee shall respond within a reasonable amount of time.
- (iii) The on call employee is required to report to their supervisor prior to taking action in response to a call that would require an onsite resolution.
- (iv) If the on call employee is required to act on a call, the employee shall be the initial employee responding to the call out. In the event that more than 1 employee is required to respond to the call out, then the overtime distribution language will apply.
- (v) The designated employee shall be paid the sum of \$250.00 weekly for each week the designated employee is on call.
- (vi) Employees scheduled for on call duty who become unable to meet the responsibilities of on call duty (for reasons including but not limited to illness, injury or emergency) shall immediately notify their supervisor.
- (vii) "mutual" changes to the schedule and/or rotation may be made between the qualified employees subject to the approval of the Employer. However, it will be the responsibility of the employee normally scheduled for such duty to ensure coverage.
- (viii) Employees designate for on call duty shall be paid (in addition to any on call allowances) for any emergency call outs in accordance with the Overtime Article.
 - a. If the Employee is able to resolve the issue within 60 minutes remotely, then the Employee will be paid 1 hour overtime at the applicable rate subject to provisions of Article 14.02.
 - b. If the Employee must attend the issue on site or the issue requires 61 minutes or more to resolve remotely, the employee will be paid at the applicable call back guarantee rate subject to the provisions of Article 14.06.
 - c. The 3 hour minimum for call out (subject to Article 14.06 b) applies to calls that need to be attended on site.

Article 15 – Allowances

15.01 Working in a Higher Paid Position

When an employee is authorized to carry out the duties of a higher paid position in the bargaining unit, the employee will receive the rate for the higher paid position for the full period.

15.02 Acting Pay

Employees assigned by the Employer to carry out duties of their Supervisor shall be paid a bonus of three dollars (\$3.00) per hour for all hours of such assignment. The assignment shall be given to the most senior employee, in that classification on a rotating basis, scheduled to work during the Supervisor's absence. The term of assignment shall not exceed ten (10) working days unless agreed to by the Union.

In the event that the Acting Employee is required to work outside of regular work hours, the Employee will receive the overtime rate based on the employee's regular job rate. The Employee will be paid the \$3.00 per hour bonus in addition to any overtime paid. For clarity, the \$3.00 per hour bonus will not be included in the calculation of overtime.

Article 16 – Paid Holidays

16.01 a) The following shall be recognized as paid holidays

New Year's Day	Family Day	Good Friday	Easter Monday
Victoria Day	Canada Day	Civic Holiday	Labour Day
National Day of Truth & Reconciliation	Thanksgiving Day	Remembrance Day	
Christmas Shutdown (Christmas Eve Day, Christmas Day, Boxing Day)			
New Year's Eve Day			

Two (2) Personal Paid Holidays per calendar year.

- b) One (1) day's holiday pay shall be based on the employee's regular weekly hours of work divided by thirty-five (35), provided it does not result in a reduction in their weekly pay.
- c) i) The schedule for all employees, except those identified in 16.01 c) iii), shall be scheduled as follows, when a paid holiday falls on a Saturday or Sunday the paid holiday shall be scheduled consecutively on the following Monday.
- ii) For the Christmas shutdown period, all employees, except those identified in 16.01 c) iii), shall be scheduled as follows, when a paid holiday falls on a Saturday or Sunday the paid holidays shall be scheduled consecutively commencing on the following Monday up to Wednesday when applicable, except for New Year's Eve Day which shall be scheduled on the preceding Friday.
- iii) The employees working at the Town's recreation and community facilities may be scheduled on the actual date of the paid holiday if required.

16.02 Holiday Pay

In order to qualify for such holiday pay, a full-time or part-time employee must work his/her entire shift on their regularly scheduled days of work before or after the public holiday, unless a reasonable excuse is provided.

16.03 Work on a Paid Holiday

An employee who works on a paid holiday shall be paid, for all hours worked on a paid holiday, two (2) times his/her regular hourly rate of pay, plus his/her holiday pay, if entitled to same pursuant to sub-article 16.02.

16.04 Absence During Holiday

A full-time employee who is absent from work on a paid holiday by reason of layoff, illness or injury, bereavement, or jury duty, shall be paid in accordance with sub-article 16.01 for any paid holiday which occurs within two (2) weeks after the commencement of such absence.

16.05 Other Payments

Notwithstanding the provisions of this Article, the Employer will not pay holiday pay to an employee who has been paid Workplace Safety and Insurance benefits or weekly indemnity benefits for the paid holiday.

16.06 Holiday During Vacation

If a paid holiday occurs during an employees' regular scheduled vacation and if that employee would otherwise be eligible for paid holiday pay, such employee will be paid holiday pay as set out in Article 16 and will receive one (1) additional vacation day off.

16.07 Christmas Shutdown

- a) If the Employer intends to shut down its operations between Christmas and New Year's, it shall advise the employees and the Union by March 1 of each year. In the event of such shutdown, the employees may elect to use Personal Paid Holidays or may choose to take the non-holiday days as vacation, earned time off in lieu of overtime pay or unpaid leave. Should employees be required to work during the shutdown on a non-holiday day, they shall be paid at their regular rate of pay for the hours worked. Any hours worked outside the regular start and finish times as stipulated in Article 13 (Hours of Work) will be paid at the applicable overtime rate. In the event that the Employer does not shutdown operations during the Christmas period, such Personal Paid Holiday may be taken at any time during the calendar year.
- b) The Employer shall advise the employees working at the Town's recreation and community facilities and the Union by March 1 of each year of the schedule of operations between Christmas and New Year's.

Article 17 – Vacations

- 17.01 In the first calendar year of an employee's employment they shall receive a prorated vacation amount equal to two (2) weeks' vacation from their start date to December 31st.
- 17.02 In and after the calendar year in which an employee is to complete one (1) year of employment, on January 1st of the year of their anniversary date is completed, the employee shall receive two (2) weeks' vacation with vacation pay on the basis of the employee's regularly scheduled weekly hours.
- 17.03 In and after the calendar year in which an employee is to complete four (4) years of employment, on January 1st of the year of their anniversary date is completed, the employee shall receive three (3) weeks' vacation with vacation pay on the basis of the employee's regularly scheduled weekly hours.
- 17.04 In and after the calendar year in which an employee is to complete nine (9) years of employment, on January 1st of the year of their anniversary date is completed, the employee shall receive four (4) weeks' vacation with vacation pay on the basis of the employee's regularly scheduled weekly hours.
- 17.05 In and after the calendar year in which an employee is to complete seventeen (17) years of employment, on January 1st of the year of their anniversary date is completed, the employee shall receive five (5) weeks' vacation with vacation pay on the basis of the employee's regularly scheduled weekly hours.
- 17.06 Notwithstanding the above, new employees with previous municipal relevant experience from another Municipality will have that service considered by the Employer to be credited toward vacation entitlement only.

Note: For clarification vacation will be calculated based on date of hire with the Employer rather than the seniority date for the bargaining unit. The date of hire will be the most recent date of hire with no interruptions of employment.

17.07 Vacation Scheduling

All vacation shall be taken during the calendar year, unless prior arrangements are made with the Employer with the following considerations;

- (a) With the Director's or designates approval, employees may request to carry over up to one (1) week of vacation to be taken in the carry over year. Requests to carry over, subject to 17.06 (d) and (e), must be in writing by September 1st in each year and the employee must provide a reason for the request.

- (b) With the Director's or designates approval, employees may borrow from future vacation entitlement. Requests to borrow from future entitlement must be in writing and the employee must provide a reason for the request, which shall not be unreasonably denied. All such requests must be for a minimum of one (1) regular work day and a maximum of one (1) regular work week.

In the event that the employee terminates employment prior to achieving such accumulation, the days borrowed will be recovered from the employee's final pay.

- (c) In the event that vacation is accumulated by virtue of being on any statutory or leave due to disability, such accumulation may be carried over with the intention of using such accumulation within the upcoming year, but in any event within a two (2) year period.
- (d) Employees shall submit vacation requests by December 1st in each year for vacation to be taken for the period of January 1st to April 15th of the following year. These requests shall be approved by December 15th in any year and the choice of vacation period shall be according to seniority. Vacation requests received after December 1st for vacation to be taken between January 1st and April 15th of the following year shall be considered on "first-come first-served" basis after December 15th of each year and shall be approved within one (1) week of the request.
- (e) Employees shall submit vacation requests by March 15th in each year for vacation during April 16th - December 31st and all vacation shall be approved by April 15th in any year and the choice of vacation period shall be according to seniority. Vacation requests received after March 15th for vacation to be taken between April 16th and December 31st shall be considered on a "first-come first-served" basis after April 15th of each year and shall be approved within one (1) week of the request.
- (f) For clarification, a full week of vacation takes precedent over less than a week of vacation, a day of vacation takes precedent over a half day of vacation, and vacation requests take precedent over requests for time off in lieu.
- (g) Employees shall have scheduled their year's entitlement of vacation by September 15th, unless prior arrangements have been approved by the Employer, or the Employer will have the right to schedule it for them. Once an employee's vacation request has been approved, it shall not be cancelled, postponed or interrupted except by mutual agreement.
- (h) If the request for vacation is after the approval period, it is based solely on a first-come first serve basis, seniority does not play a factor unless two members put their notice in on the same day, then seniority shall prevail.
- (i) In the event an Employee leaves the employ of the employer prior to December 31st vacation entitlement will be pro-rated. In the event the employee owes a vacation payback all monies owing will be deducted from their final pay in accordance with the following schedule.

Municipality of Lakeshore Vacation				
Weeks/annum	2	3	4	5
Cumulative Days				
January	1	1	2	2

February	2	3	3	4
March	2	4	5	6
April	3	5	7	8
May	4	6	8	10
June	5	8	10	12
July	6	9	12	15
August	7	10	13	17
September	7	11	15	19
October	8	12	17	21
November	9	14	18	23
December	10	15	20	25

17.08 Approved Leave of Absence During Vacation

Where major illness or injury (proved to the satisfaction of the Employer within reason) or bereavement as provided for in this Agreement occurs during an employee's vacation, the period of vacation displaced shall not be deducted from an employee's vacation credits.

17.09 In the event that the vacation pay paid to an employee in a calendar year is less than the applicable percentage of their wages, the employee shall be paid the shortfall on their last pay cheque in January of the following year. The applicable percentages are: 2 weeks – 4%; 3 weeks – 6%; 4 weeks – 8%; 5 weeks – 10%.

Article 18 – Sick Leave

18.01 All full-time employees shall be entitled to leave from employment (with pay) while disabled from performing their duties because of personal illness or accident or medical appointments for the employee or their dependents, spouse, children, parents, brothers or sisters, subject to the limitations of this Article. Such sick leave credits may be used by employees to cover wages the employees would have otherwise earned until eligible for the short-term disability benefits set out in this Agreement and to top up their short-term disability plan to 100% of their normal wages.

18.02 On January 1st of each year, every full-time employee who has passed probation shall be provided with seven (7) days sick leave credits. Employees who pass their probation after January 1 shall receive a pro rata number of days that shall be provided the day after probationary period is completed. Unused credits shall be paid out at the end of the calendar year in which granted unless the employee elects to retain these credits. Yearly credits may be accumulated to a maximum of thirty (30) days. At the completion of any calendar year or when an employee leaves the Employer's employment for any reason aside from termination for just cause, the employee shall be entitled to a payout of these days.

18.03 On January 1st of each year, every part-time employee who has passed probation shall be provided with three (3) days sick leave credits. Employees who pass their probation after January 1st shall receive a pro rata number of days that shall be provided the day after probationary period is completed. Yearly credits may be accumulated to a maximum of seven (7) days. Unused sick leave credits will not be paid out.

18.04 An employee absent because of personal illness or accident shall cause his/her immediate supervisor to be notified not later than the commencement of his/her shift.

18.05 In all cases where an employee is absent due to personal illness or accident for more than three (3) consecutive working days, the employee may be required by the Municipality to furnish a Report completed and signed by a duly qualified medical practitioner, confirming that the employee was disabled. Notwithstanding this provision, the employee may be required to provide such a Report to substantiate any absence. The Employer shall be responsible for the cost of such Report.

Article 19 – Leave of Absence

19.01 The Employer, upon request in writing, may grant a leave of absence without pay to employees for personal reasons. An employee on such leave of absence shall continue to accumulate vacation and seniority for up to three (3) months during such leave. The Employer shall not unreasonably withhold its consent to a request for a leave of absence. An employee who obtains any leave of absence for one purpose and uses it for another will be subject to discipline or discharge, depending upon the nature of the case.

19.02 Union Leave

- a) Upon request to the Municipality, in writing, with reasonable notice, an employee elected or appointed to represent the Union at Union conventions, conference or seminars, shall be allowed leave of absence without pay but without loss of benefits or loss of seniority provided that the absence of such employee does not impair the efficient operation of the Municipality's business.
- b) Leave of absence without pay, but without loss of benefits or loss of seniority shall be allowed to one employee to attend Executive and Committee meeting of CUPE, and/or its affiliated or chartered bodies.
- c) Employees shall receive their regular pay during the leaves of absence as provided in paragraphs (a) and (b) above and the Union shall reimburse the Municipality for such payments upon receipt of a statement of account.

19.03 Bereavement Leave

- a) Five (5) regular workdays off with pay shall be granted in the event of the death of a spouse, child or step-child, mother, father. A spouse shall be defined in the Family Law Act.
- b) Three (3) regular workdays off with pay shall be granted in the event of the death of an immediate family member, which shall mean: sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law and their spouses, grandchild, grandparents and grandparents-in-law, and step-mother, -father, -sister, -brother, -grandparents.
- c) One (1) regular workday off, with pay, will be granted to attend the funeral or memorial service, in the event of a death of an uncle, aunt, cousin, niece or a nephew.
- d) An employee will be granted the use of one (1) vacation, personal paid holiday, banked time off in lieu or unpaid leave in the event of a death of a spouse's uncle, aunt, cousin, niece or a nephew during the employee's normal work week.

- e) An employee will be granted the use of one (1) vacation, personal paid holiday, banked time off in lieu or unpaid leave for the purpose of acting as pallbearer on the day of the funeral during the employee's normal work week if not covered in Sections 19.03 (a), (b), (c), (d).
- f) Employees may also apply for a further two (2) weeks off work, without pay, for bereavement. The Employer shall not be unreasonable in its consideration of such requests.
- g) In the event that the death occurs during an employee's vacation or on a paid holiday, they will be entitled to an extension of their vacation or another day off in the case of a paid holiday equal to the time off for bereavement leave which they otherwise would have been granted had the death not occurred, at a time mutually agreed upon by the employee and Employer.

19.04 Pregnancy Leave/Parental Leave

Pregnancy and Parental leave shall be granted in accordance with current legislation.

19.05 Paid Jury or Court Witness Duty Leave

The Employer shall grant leave of absence without loss of seniority or benefits to an employee who serves as a juror or witness in any court or who is required by subpoena to attend a court of law or coroner's inquest. The Employer shall pay such an employee the difference between normal earnings and the payment received for jury service or court witness, excluding payment for travelling, meals, or other expenses. The employee will present proof of service and the amount received. Time spent by an employee required to appear before any government body, or who is subpoenaed to attend a coroner's inquest or is required to serve as court witness in any matter arising out of his/her employment shall be considered as time worked at the appropriate rate of pay.

Article 20 – Training, Seminars and Conventions

20.01 Professional Development

- a) The Employer shall provide employees with the opportunity to participate in appropriate seminars, workshops or short courses subject to the relevance to the employee's job responsibilities.
- b) Where the Employer requires an employee to attend conventions, seminars, to take training, updating courses or programs, the Employer shall pay all costs (and associated costs, ie: per diems, mileage, etc) for such conventions, seminars, training, courses or programs and shall pay the employee for any loss of regular wages he/she would have earned.
- c) If an employee, with Employer approval, elects to take a job-related course or upgrading, the Employer shall pay the cost of such course upon proof of successful completion of the course.
- d) The Employer shall ensure employees are trained on computer software, processes, procedures and equipment that they are required to use to perform their jobs. Training shall occur during regular working hours.

- e) Employees shall not lose regular pay as a result of writing exams during regular working hours for any Employer approved course.

Article 21 – Payment of Wages

- 21.01 i) The Employer shall pay wages bi-weekly. The pay period shall be deemed to commence on Monday and shall include all hours worked up to and including the Sunday immediately prior to the issuing of pay on the following Friday by 4:30 pm. In the event that a pay day falls on a designated holiday, the pay will be issued the Thursday immediately prior to the designated holiday.
 - ii) the change to the pay period referenced in Section 21.01 (i) above shall be implemented by a five (5) day holdback to be reconciled on the final pay at termination (or retirement). The holdback amount shall be verified and signed off by both parties by January 30, 2008.
- 21.02 Wages shall be as set out in Schedule “A” attached to and forming part of this Agreement.
 - 21.03 On each pay day employees shall be provided with an itemized statement of their wages and other supplementary pay and deductions.
 - 21.04 The Employer may not make deductions from wages unless authorized by the employee, statute, court order, arbitration order or by this Agreement.
 - 21.05 An employee assigned, promoted or reclassified in accordance with the Collective Agreement to a higher paying position shall be paid the rate of pay of the new classification.
 - 21.06 When employees are assigned on a temporary basis to a position paying a lower rate, their wage shall not be reduced.

Article 22 – Automobile Allowance

- 22.01 The Employer agrees to pay each employee for each kilometer driven in the employee’s own automobile on Employer’s business and when previously authorized to do so at the rate established from time to time by the Employer as per the Employer mileage policy.

Article 23 – Job Classification and Reclassification

23.01 Job Descriptions

The Employer agrees to provide job descriptions for all positions for which the Union is bargaining agent by the end of the month, **ninety (90) days** after ratification. These descriptions shall be presented and discussed with the Union and shall become the recognized job descriptions unless the Union presents written objection within thirty (30) working days. If such objection cannot be resolved the issue may be subject to the grievance and arbitration provisions of this Agreement.

If the Employer amends any job description during the term of the collective agreement, these descriptions shall be presented and discussed with the Union and

shall become the recognized job descriptions unless the Union presents written objection within thirty (30) working days. If such objection cannot be resolved, the issue may be subject to the grievance and arbitration provisions of this Agreement.

23.02 New or Changed Classifications

When the Employer adds a new classification or significantly changes an existing classification, a job description shall be provided to the Union and the wage rate shall be negotiated with the Union. Failing agreement, the issue shall be resolved by referring it to arbitration under the provisions of Article 8 (Grievance and Arbitration Procedure). The decision of the Arbitrator shall be final and binding. If it is determined that a higher rate is appropriate, it shall become retroactive to the time the new position was first filled by the employee or the date of change in job duties. If a lower rate is determined appropriate, the employee shall be red circled.

Article 24 - Group Health Insurance Plans

24.01 The Employer will pay, with respect to the plans/policies hereinafter listed, one hundred percent (100%) of the premium cost with respect thereto for eligible full-time employees and their eligible dependants. With respect to part time employees, the employer shall pay one hundred percent (100%) of the premium cost for the employee only. Part time employees shall not have the option to purchase, at their own expense, any further premium costs to include dependants. Notwithstanding the above, part-time employees regularly scheduled to work not more than sixteen (16) hours per week shall not be entitled to benefits under the provision of this article.

- (i) Life Insurance and AD & D -- 1.5 times annual earnings to a maximum of \$120,000 for employees; spouse - \$20,000 and dependant(s) \$10,000.
- (ii) Short Term Disability - 75% of earnings; without "top-up earnings" offset (per Article 18.01) to a maximum of \$1,200 per week; 1st day accident or hospital, including outpatient surgery; 7th day illness (17 weeks maximum benefit).
- (iii) Long Term Disability - 70% of earnings to a maximum of \$6,000 per month; without "top up earnings" offset (per Letter of Understanding re: Accumulated Sick Leave Credits); (17 week elimination period).
- (iv) Extended Health Care Plan:
 - (a) Drug Plan - co - pay \$3.00
 - (b) Vision - \$500.00/24 months; eye exam to a maximum of \$125.00/24 months.
 - (c) Hearing Aid - \$500/5 years;
 - (d) Hospital (Semi-Private) Out-of-Province
 - (e) Professional Services - paid from 1st visit to a maximum of \$500.00 per calendar year.
 - i. Professional Services for Social Worker and Psychologist - paid from 1st visit to a combined maximum of \$1200.00 per calendar year.
 - (f) Orthotics - \$450 every three (3) years.
- (v) Dental Plan - ever current ODA, nine (9) month recall.
 - (a) Crowns, Dentures, Bridges - 50% coverage to a maximum of \$2000/year.

- 24.02 The extent of coverage and the eligibility for coverage with respect to the plans/policies listed in sub-article 24.01 shall be as provided in the said plans/policies and the provisions of the said plans/policies shall be solely determinative in that regard provided the plans/policies do not conflict with or are equivalent or better than the provisions of this Agreement.
- 24.03 The Employer will continue to pay the premium cost pursuant to sub-article 24.01 for eligible full-time employees who are laid off (resulting in job loss or a change of status to part-time employee), for the month in which the layoff commences and for one (1) calendar month immediately following the month in which the layoff commences, provided such employees continue to be employees of the Employer and provided that such employees continue to satisfy the requirements for enrolment in the plans/policies and coverage thereunder. Employees absent from work because of illness or injury shall continue to be covered for the first year of such absence. Such employees shall have the option to continue enrolment, at their own expense, for one (1) further year.
- 24.04 Full-time employees with at least ten (10) years of employment, who retire from employment at age 55 or older shall, along with their eligible dependants, continue to be enrolled in the Health and Welfare benefits set out in this Article at the Employer's expense, except for Short-Term Disability, Long-Term Disability, Life Insurance and AD&D, until the employee reaches his/her 65th birthday.
- 24.05 All employees shall be enrolled in the Ontario Municipal Employees Retirement system (OMERS). The employees and the Employer shall make contributions as required by OMERS.

24.06 Benefits for Active Employees Over Age 65

Full time employees who are actively working and over the age of 65, who meet all other eligibility requirements of the insurance provider shall be entitled to continued enrolment in health care benefits as follows:

Extended health and dental coverage including Out-of-Province Emergency and Travel Assistance, for the employee and their eligible dependents to the same extent as all other employees in the same rate group;

Employee life insurance at rate of 50% less than the current rate of employees in the same rate group who are under age 65, until such time as the employee reaches age 70, at which time life insurance coverage shall be terminated;

Dependent life insurance shall terminate when the employee reaches age 65;

Coverage for STD (Short Term Disability), LTD (Long Term Disability) shall be terminated at age 65.

Article 25 – Health and Safety

25.01 Co-operation on Safety

The Union and the Employer shall co-operate in promoting and improving rules and practices which promote an occupational environment which will enhance the physiological and psychological conditions of employees and which will provide protection from factors adverse to employee health and safety. There shall be no discrimination, no penalty, no intimidation and no coercion when employees comply

with this Health and Safety Article, or the Occupational Health and Safety Act of Ontario.

25.02 Clothing Entitlement

- a) The Employer shall provide any safety equipment as may be required pursuant to the Occupational Health and Safety Act. Where required, the Employer shall provide a safety boot allowance of up to **\$250.00** per calendar year upon presentation of a purchase receipt.
- b) Members of the bargaining unit shall be entitled to clothing entitlement in accordance with Schedule B.

Article 26 – Job Security

26.01 Contracting Out

The Employer shall retain the right to contract out work, providing that no employee is laid off as a result of the contracting out.

Article 27 – Mergers and Amalgamations

27.01 In the event the Employer merges or amalgamates with any other body, the Employer commits its best efforts to try to ensure that:

- a) Unionized employees shall be credited with all seniority rights with the new employer.
- b) All service credits relating to vacation with pay, sick leave credits, pensionable service, and other benefits shall be recognized by the new employer.
- c) All work and services now performed by members of the Canadian Union of Public Employees shall continue to be performed by CUPE Members with the new employer.
- d) Conditions of employment and wage rates for the new employer shall equal to the best provision in effect with the merging employees.
- e) No employees shall suffer a loss of employment as a result of merger, and
- f) Preference in location of employment in the merged municipality shall be on the basis of seniority.

Article 28 – General Condition

28.01 Staff Facilities

A designated area shall be provided for employees to have their meals.

28.02 Electronic Bulletin Board

The Employer shall provide an electronic bulletin board 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.

28.03 Indemnification

The Employer shall indemnify and save harmless all employees from any damages or costs awarded against them and from any expenses incurred by them as a result of any civil action or proceeding against the employee arising from any acts or omissions which occurred during or arose out of the performance by the employees of their duties, including a duty imposed by statute. This indemnification shall include the paying of any sum required and any expenses incurred in the settlement of such action or proceeding.

The Employer shall reimburse any employee for reasonable expenses incurred if criminal proceedings arise from any acts or omissions which occurred during or arose out of the performance of their duties, including a duty imposed by statute, provided the employee is not convicted of a criminal offence.

Article 29 – Copies of Agreement

29.01 The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and his/her rights and obligations under it. For this reason the Employer shall post a copy of the Agreement in a shared electronic forum for Regular Employees to access and distribute the link to all members of the bargaining unit within thirty (30) working days of the signing the official Collective Agreement.

Article 30 – Term of Agreement

30.01 Term of Agreement

This Agreement shall be binding and remain effect from January 1, 2024 to December 31, 2026 and shall continue from year to year thereafter unless either party gives to the other party notice in writing that it desires to revise or amend the Collective Agreement.

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

30.03 Notice of Changes

Either party desiring to propose changes to this Agreement shall, within the ninety (90) calendar days prior to the termination date, give notice in writing to the other party of its desire to revise or amend the Agreement.

30.04 Where notice to amend the Agreement is given, the provisions of this Agreement shall continue in force until a new Agreement is signed, or the right to strike occurs whichever comes first.

Dated this 4 day of June, 2024.

For the Union

C. Wickard
[Signature]
[Signature]
[Signature]

For the Employer

[Signature]
[Signature]
[Signature]

2024 CUPE Schedule A

01-Jan-24

Band	Position	Step 1 (Prob Rate)	Step 2	Step 3	Step 4	Job Rate
		Step 1	Step 2	Step 3	Step 4	Job Rate
1	Vacant Pay Band	\$25.95	\$26.99	\$28.07	\$29.19	\$30.36
2	Customer Service Representative (ATRC, p/t)	\$27.25	\$28.34	\$29.47	\$30.65	\$31.87
3	Vacant Pay Band	\$28.61	\$29.75	\$30.94	\$32.18	\$33.47
4	Administrative Assistant Public Service Unit	\$30.04	\$31.24	\$32.49	\$33.79	\$35.15
5	Capital Projects Coordinator Recreation Scheduler	\$31.54	\$32.80	\$34.11	\$35.48	\$36.90
6	Revenue Clerk Accounting Clerk Finance Clerk Water Management Operations Analyst Communication & Engagement Coordinator	\$33.12	\$34.44	\$35.82	\$37.25	\$38.74
7	Property Tax Administrator Recreation Coordinator Building Coordinator Engineering Tech Level I	\$34.77	\$36.16	\$37.61	\$39.11	\$40.68
8	Assistant Drainage Superintendent Technical Analyst (IT) Engineering Tech Level II GIS Technologist Purchasing Specialist Planner Level I Financial Analyst	\$36.51	\$37.97	\$39.49	\$41.07	\$42.71
9	Building Inspector Level II Fire Prevention Officer Planner Level II Business Application Specialist IT Infrastructure Specialist Bylaw Compliance Officer	\$38.34	\$39.87	\$41.47	\$43.12	\$44.85
10	Building Inspector Level III	\$40.25	\$41.86	\$43.54	\$45.28	\$47.09
11	Vacant Pay Band	\$42.27	\$43.96	\$45.72	\$47.54	\$49.45

2025 CUPE Schedule A

01-Jan-25

Band	Position	Step 1 (Prob Rate)	Step 2	Step 3	Step 4	Job Rate
		Step 1	Step 2	Step 3	Step 4	Job Rate
1	Vacant Pay Band	\$26.73	\$27.80	\$28.91	\$30.06	\$31.27
2	Customer Service Representative (ATRC, p/t)	\$28.06	\$29.19	\$30.35	\$31.57	\$32.83
3	Vacant Pay Band	\$29.47	\$30.64	\$31.87	\$33.15	\$34.47
4	Administrative Assistant Public Service Unit	\$30.94	\$32.18	\$33.46	\$34.80	\$36.19
5	Capital Projects Coordinator Recreation Scheduler	\$32.49	\$33.79	\$35.14	\$36.54	\$38.00
6	Revenue Clerk Accounting Clerk Finance Clerk Water Management Operations Analyst Communication & Engagement Coordinator	\$34.11	\$35.47	\$36.89	\$38.37	\$39.90
7	Property Tax Administrator Recreation Coordinator Building Coordinator Engineering Tech Level I	\$35.82	\$37.25	\$38.74	\$40.29	\$41.90
8	Assistant Drainage Superintendent Technical Analyst (IT) Engineering Tech Level II GIS Technologist Purchasing Specialist Planner Level 1 Financial Analyst	\$37.61	\$39.11	\$40.68	\$42.30	\$43.99
9	Building Inspector Fire Prevention Officer Planner Level II Business Application Specialist IT Infrastructure Specialist Bylaw Compliance Officer	\$39.49	\$41.07	\$42.71	\$44.42	\$46.19
10	Building Inspector Level III	\$41.46	\$43.12	\$44.84	\$46.64	\$48.50
11	Vacant Pay Band	\$43.53	\$45.28	\$47.09	\$48.97	\$50.93

2026 CUPE Schedule A

01-Jan-26

Band	Position	Step 1 (Prob Rate)	Step 2	Step 3	Step 4	Job Rate
		Step 1	Step 2	Step 3	Step 4	Job Rate
1	Vacant Pay Band	\$27.53	\$28.63	\$29.77	\$30.97	\$32.20
2	Customer Service Representative (ATRC, p/t)	\$28.90	\$30.06	\$31.26	\$32.51	\$33.81
3	Vacant Pay Band	\$30.35	\$31.56	\$32.83	\$34.14	\$35.51
4	Administrative Assistant Public Service Unit	\$31.87	\$33.14	\$34.47	\$35.85	\$37.28
5	Capital Projects Coordinator Recreation Scheduler	\$33.46	\$34.80	\$36.19	\$37.64	\$39.14
6	Revenue Clerk Accounting Clerk Finance Clerk Water Management Operations Analyst Communication & Engagement Coordinator	\$35.13	\$36.54	\$38.00	\$39.52	\$41.10
7	Property Tax Administrator Recreation Coordinator Building Coordinator Engineering Tech Level I	\$36.89	\$38.37	\$39.90	\$41.50	\$43.16
8	Assistant Drainage Superintendent Technical Analyst (IT) Engineering Tech Level II GIS Technologist Purchasing Specialist Planner Level 1 Financial Analyst	\$38.73	\$40.28	\$41.90	\$43.57	\$45.31
9	Building Inspector Level II Fire Prevention Officer Planner Level II Business Application Specialist IT Infrastructure Specialist Bylaw Compliance Officer	\$40.67	\$42.30	\$43.99	\$45.75	\$47.58
10	Building Inspector Level III	\$42.71	\$44.41	\$46.19	\$48.04	\$49.96
11	Vacant Pay Band	\$44.84	\$46.63	\$48.50	\$50.44	\$52.46

Municipality of Lakeshore CUPE Vacated Positions

01-Jan-24

Band	Width	Position	Date Vacated	job rate at time vacated
1	199-228			
2	229-258	Canteen Assistant	2014	\$23.85
3	259-288			
4	289-318			
5	319-348			
6	349-378	Drainage Clerk	2010	\$26.58
7	379-408	Strategic Analyst	2009	\$25.93
		Plans Examiner	2010	\$28.51
		Water Compliance (moved to IBEW)	2024	\$36.91
8	409-438	Planning Coordinator	2019	\$36.42
9	439-468	Senior Building Inspector**	2017	\$37.28
		Senior Planning Technician	2019	\$37.75
10	469-498			
11	499-529			

CUPE Schedule B

	Boots	Lakeshore Logo Shirt Mandatory at Work	Special PPE	Jackets and Outerwear	Bullet Proof Vest	Uniforms
Position						
AA - Fire		X				X
Assistant Drainage Superintendent	X	X	X	X		
Building Inspector	X	X	X	X		
Bylaw Compliance Officer	X	X	X	X	X	X
Communications & Engagement Coordinator		X		X		
Engineering Tech	X	X	X	X		
Fire Prevention Officer	X	X	X	X		X
IT Techs	X					
IT Infrastructure Specialist	X					

Note: When any of CUPE members above are at off site meetings, they will be expected to wear the Logo Shirt and or outerwear.

Letter of Understanding
Between:
The **Municipality** of Lakeshore
(the "**Municipality**")
-and-
CUPE Local Union 702.4
(the "**Union**")

Notice of Afterhours Union Meetings

Further to discussions in 2020 collective bargaining, and in recognition of the Municipality's increased focus on the facility security of Town Hall after hours, the Employer agrees to permit the Union to book rooms at no cost at other Municipal Locations including but not limited to the ATC and Libro Community Centres.

CUPE will be required to reserve a room through the Municipality's reservation procedure and reservations are subject to room availability. We will provide a copy of this letter to reservations staff but you may find it useful to produce a copy of this letter to the staff when booking the facility for ease of booking.

Dated this 4 day of June, 2020.

For the Union

C. Wickard
Sua J
Formata

For the Employer

Brenger

BHE

Letter of Understanding
Between:
Municipality of Lakeshore
(the "Corporation")
-and-
CUPE Local Union 702.4
(the "Union")

Posting vs Extension regarding the extending the termination date of temporary placements
Without Prejudice and Without Precedent

Whereas the Corporation wishes to extend temporary placements without posting;

And whereas the Union has requested the Corporation to post the extension of temporary placements in specific situations;

And whereas subject to Articles 3.07, 11.01, 11.02, 11.04, 11.08 and 11.09;

Now therefore this agreement witnesseth that the terms set out above, the parties further agree as follows:

- 1) The Union agrees that the Corporation may extend the temporary contract to align with the return of the Regular Employee without posting in the event that the temporary placement is:
 - a. A result of a Regular Employee on leave for short term disability, long term disability or parental leave;
 - b. The position was posted and filled upon vacancy;
 - c. The extension is a result of the extension of the leave of the Regular Employee.

- 2) The Corporation agrees to repost the extension of the vacancy in the event that the temporary placement is:
 - a. A result of a requirement to temporarily cover work of a vacant position where the vacant position is under review for change;
 - b. Once the termination date of the placement agreement has been realized but the temporary placement is required to continue beyond the termination date.

- 3) This agreement shall not constitute a precedent or prejudice other agreements between the parties.

Signed this 4 day of June, 2021

For the Employer

Orange
QME

For the Union

G. Wickud
Sum J
Primate

Letter of Understanding
Between:
Municipality of Lakeshore
(the "Employer")
-and-
CUPE Local Union 702.4
(the "Union")

Re: Election Staffing Term and Compensation

Whereas the Union and Employer are parties to a collective agreement (hereinafter referred to as the "Collective Agreement") dated **January 1, 2024 to December 31, 2026**;

And whereas article 3.01 of the Collective Agreement recognizes CUPE as the sole and exclusive bargaining agent for all office, clerical and technical employees of the Municipality of Lakeshore, save and except supervisors and persons above the rank of supervisor, Executive Assistant to the Chief Administrative Officer, Chief Workforce Development Officer, Workforce Advisor, Town Clerk, Chief Building Official, Water Compliance, Legal Assistant and students employed during the summer vacation period and co-op students employed in any division;

And whereas the Employer intends to hire temporary contract employees to perform election work and agrees that such work will not result in the layoff of a bargaining unit member;

And whereas the Employer wishes to reassign full time employees that are members of the Union (referred to as a "Member" in this agreement);

Now therefore this agreement witnesseth that in consideration of the obligations and terms and conditions in this agreement, the receipt and sufficiency of which is acknowledged, the parties agree to the following:

1. The Employer and the Union agree that the temporary elections staffing positions including the Supervising Deputy Returning Officer, Election Tabulator Officer, Election Ballot Officer and Election Information Officer are non-union, temporary contract positions for the purpose of facilitating the Municipal Election in accordance with the *Municipal Elections Act, 1996*, and a recount or by-election where required in accordance with the same Act (referred to this agreement as "Election").
2. The parties agree that these positions will be offered to external candidates and to Members in accordance with this agreement. The parties further agree that Members are not entitled to a temporary assignment in lieu of an external candidate.

Temporary Election Reassignment

3. The Union and Employer agree that Members that have expressed interest in response to a request by the Employer may be temporarily reassigned to perform the role of a Supervising Deputy Returning Officer, Election Tabulator Officer, Election Ballot Officer, Election Information Officer, or performing another role in support of the Election, date to be determined, which shall be referred to as Election Day.
4. In the event that more Members express interest in temporary reassignment than can be accommodated in a Department, Reassignment shall be approved based on seniority by role. The Union acknowledges that some Members may not be reassigned because those Members may need to perform their regular work and the work of temporarily reassigned members on Election Day.
5. In the event that a Member is temporarily reassigned on Election Day:
 - a. The Member shall report to and be available to work from 8 am to 10 pm on Election Day at a location in Lakeshore to be determined by the Clerk.
 - b. The Employer shall compensate the Member as follows:
 - I. The Member shall be paid their regular rate of pay for the regularly scheduled shift at on Election Day.
 - II. In lieu of any overtime or other entitlement, including mileage, the Member will be:

- i. Granted one regular paid day in lieu; and
- ii. Paid \$150 which shall be subject to taxes and other employment-related deductions.
- c. The day granted in lieu of overtime will not be included in the yearly maximum described in article 14.08 of the Collective Agreement. The day granted in lieu of overtime shall be used prior to the end of Q1 of the following calendar year after Election Day.
- d. In the event that a Member wishes to be paid overtime in lieu of the compensation described in subparagraph (b)(II)(i), the Member shall be paid for overtime for time worked only and will not be paid \$150 in accordance with subparagraph (b)(II)(ii).
- e. In the event of a recount, the Union agrees to discuss a further temporary reassignment if deemed expedient by the Clerk.

Members performing Regular Work

- 6. The Union and Employer agree that the following roles, as part of their regular work, include election-related work on Election Day:
 - a. Civic Affairs Administrative Assistants;
 - b. Information Technology Analysts; and
 - c. Public Service Representatives.
- 7. The Members described in section 6 will be compensated in accordance with the Collective Agreement or in accordance with section 5 based on the preference of the individual Member.

General

- 8. The recitals form part of this agreement and are binding upon the parties as though they were included in this agreement.

This agreement shall not constitute a precedent or prejudice other agreements between the parties.

Dated at Lakeshore, Ontario, this 4 day of June, 2024

For the Employer

Branger

DAE

For the Union

C. Luckill

John J. ...

Primate

Memorandum of Understanding

Between:
Municipality of Lakeshore
(the "Municipality")
-and-
CUPE Local Union 702.4
(the "Union")

Consideration of Previous Municipality Service for Vacation Entitlement

Without Prejudice and Without Precedent

Whereas the Municipality wishes to consider current employees in 2024 with previous Municipality service to be credited towards vacation entitlement only, in accordance with Article 17;

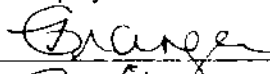
Now therefore this agreement witnesseth that the terms set out above, the parties further agree as follows:

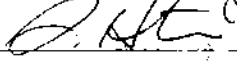
- 1) The Union agrees that the Municipality will accept applications of current employees in 2024 to have previous Municipality service considered who have not previously had such experience already credited towards their vacation entitlement will be eligible for a redetermination of their vacation entitlement commencing in 2025, in accordance with Article 17:
 - a. Workforce Development will provide the application for members to complete.
 - b. Applications will only be accepted by Workforce Development for a duration of 90 calendar days after ratification.

- 2) This agreement shall not constitute a precedent or prejudice other agreements between the parties.

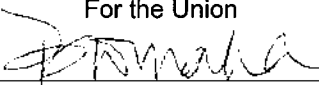
Signed this 11 day of ~~March~~^{JUNE}, 2024.


For the Employer





For the Union





C. Wickard
