

COLLECTIVE AGREEMENT

BETWEEN



The County

PRINCE EDWARD COUNTY • ONTARIO

THE CORPORATION OF THE COUNTY OF PRINCE EDWARD

AND



**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 2275**

APRIL 1, 2024 TO MARCH 31, 2027

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ARTICLE 1 - PREAMBLE

Land Acknowledgment

The Corporation of the County of Prince Edward and CUPE 2275 and its members recognize and acknowledge that we are on the traditional and unceded territory of the Mohawk and Algonquin Nations. We are grateful to gather here to work and share knowledge on behalf of the Employer, the Union and our employees. We acknowledge that while some of us are guests on this land in the Bay of Quinte Region, others are part of its ongoing histories and futures. As settlers, we commit to learning better allyship for Indigenous Human Rights and Sovereignty. We acknowledge the Kanien'keha:ka (Mohawk) people of the Haudenosaunee Confederacy, who live at Kenhte:ke (Tyendinaga).

- 1.01 It is the desire of both Parties to this Agreement to maintain the existing harmonious relations between the Employer and the Union, to promote co-operation and understanding between the Employer and its staff, to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work and the scale of wages, to encourage efficiency in operations, and to promote the morale, well-being and security of all employees within the bargaining unit.

Therefore, all methods of bargaining and all matters pertaining to the working conditions of the employees shall be drawn up in this Agreement and agreed to as follows:

- 1.02 Nothing contained in this Collective Agreement will contravene the *Employment Standards Act*, the *Labour Relations Act*, the *Occupational Health and Safety Act*, or the *Human Rights Code*.
- 1.03 Whenever the gender neutral "they/them/theirs" appears in this agreement, it shall also mean all genders.

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.01 Except as, and to the extent specifically modified by this Agreement, all rights and prerogatives of management are retained by the Employer and remain exclusive and without limitation within the rights of the Employer and its administration. Without limiting the generality of the foregoing, the Employer's rights shall include:
- (a) The right of the Employer to hire, direct, promote, demote, classify, transfer, suspend and lay-off employees and also the right of the Employer to discipline or discharge any employee for just cause; provided, however, that a claim by an employee that the employee has been discharged, suspended, demoted or disciplined without just cause, or that the Employer has exercised any of its other rights contrary to the terms of this Agreement, may be the subject of a grievance and dealt with as hereinafter provided.

- 2.02 The Union further recognizes the right of the Employer to operate and manage its business in all respects in accordance with its commitments and responsibilities. The methods, processes and means of operation used, the right to decide on the number of employees needed by the Employer at any time, and the assignment of those employees to duties consistent with the efficient operation of the Employer, the right to use improved methods, machinery and equipment and jurisdiction over all operations, buildings, machinery and tools are solely and exclusive the responsibility of the Employer, subject to the terms of this Agreement.

The Employer also has the right to make, alter and enforce from time to time, rules and regulations to be observed by the employees, but such rules and regulations shall not be contrary to the terms of this Agreement, and the Union shall be advised of any changes of such rules and regulations prior to the publication and implementation of such rules. And the Union shall also have the right to resort to the grievance procedure set out as to whether or not the rules and regulations are reasonable within the context of the operation and direction of employees in the bargaining unit.

- 2.03 The Employer shall exercise its rights in a fair and reasonable manner. The Management Rights shall not be used to direct the workforce in a discriminatory manner.

ARTICLE 3 - RECOGNITION

- 3.01 The Employer recognizes the Canadian Union of Public Employees and Its Local 2275 as the exclusive bargaining agent for all inside and outside employees save and except the following:

Supervisor and those above the rank of Supervisor; Museum Curators; HR, CAO and Mayor's Office positions; Deputy Clerk, Development Coordinator, Development Engineer; Project Manager, Planning Coordinators, students and persons who are members of other Trade Unions or Associations with the Employer.

ARTICLE 4 – DEFINITIONS

- 4.01 (a) "Employer" – the employer is the Corporation of the County of Prince Edward, also referred to as the County.
- (b) "Regular Full-Time Employee" – is an employee hired on a permanent basis by the Corporation of the County of Prince Edward in a continuing position and who works an average of forty (40) hours or more per calendar week.
- (c) "Regular Part-Time Employee" – is an employee hired on a permanent basis by the Corporation of the County of Prince Edward and employed less than an average of thirty-five (35) hours per calendar week per year.

- (d) "Temporary Employee" – shall mean an individual hired on a temporary basis, whether it is full-time or part-time. A temporary employee may be hired:
- To address the absence of an employee for a specified period of time.
 - To increase the number of employees over and above the usual complement of staff for a specified period of time.

Temporary employees are recruited through The County's standard recruitment process (outlined in Article 17 - Job Postings). Temporary placements are term appointments in excess of thirty (30) days up to a maximum of twenty-four (24) months.

A temporary employee shall be released at the end of the stated period of employment unless the period of employment has been extended by mutual agreement of the Employer and the Union, or that the employee has become a permanent member of staff (see below).

A temporary employee cannot apply for an internal posting unless they are within twenty (20) working days of the expiry (or end date) of their placement. In the event that a temporary employee is successful in their application for an internal position, their time served from their initial date of hire as a temporary employee shall be credited toward their seniority within the bargaining unit. Seniority is acquired on an as-worked basis.

- (e) "Casual Employee" – is an employee hired for less than thirty (30) days to supplement existing staff. A casual employee is not covered under the terms of this Collective Agreement.
- (f) Probation for all Employees "Probation" – all newly hired employees shall serve a probationary period of six (6) months of active service. During the probationary period, the termination of a probationary employee shall be at the sole discretion of the Employer. Further, it is understood that "just cause" does not apply in the termination of a probationary employee. The probationary period may be extended by mutual agreement of the Employer and the Union.
- (g) "Percentage-in-Lieu of Benefits" - Regular part-time and temporary employees shall receive ten (10%) percent in lieu of benefits under Articles 19 (with respect to float days), 23 (Benefits), and 24 (Sick Leave/Short-Term/Long-Term Disability) in addition to vacation pay (see Article 20). Article 15 (Seniority) does not apply to temporary employees. It is understood that when a temporary employee's term or task is completed, any seniority rights acquired shall be forfeited and the temporary employee's employment shall be deemed to be terminated, unless they are rehired within thirty (30) days of the last hire in which case they shall continue to receive seniority as if unbroken.

- (h) "Working Days" - shall mean normal working days and shall exclude Saturdays, Sundays and statutory holidays, even though an employee may work on these days.
- (i) "Seniority" - will be based on their first date of hire in a bargaining unit position for regular full-time employees and will accrue on the basis of hours paid for regular part-time employees. One year of regular full-time seniority shall be equivalent to two thousand and eighty (2080) paid hours of regular part-time seniority. Seniority shall be a factor used in determining lay-off and recall rights, candidate selection, vacation preference and other non-compensation matters.
- (j) "Service" - will be based on the first date of hire for regular full-time employees and will accrue on the basis of hours paid for regular part-time employees. One year of regular full-time service shall be equivalent to two thousand and eighty (2080) paid hours of regular part-time service. Service will be used to determine sick leave entitlement; vacation pay and any other compensation issues. However, pay level (i.e. salary progression) will be determined as follows:
 - i) For employees moving to a higher grid level, they will typically be placed on step 1, except where their step on the previous grid is a higher rate of pay. In those cases, the employee will be placed at the step closest to their current rate of pay.
 - ii) For employees moving to a lower grid level, the employee will be placed at the step closest to their current rate of pay.

When a temporary employee moves to permanent status, their total number of service hours as a temporary employee will be used to calculate their placement on the wage grid.

An employee's full seniority and service shall be retained by the employee in the event that the employee is transferred from regular full-time to regular part-time or vice-versa. An employee whose status is changed from regular full-time to regular part-time shall receive credit for their full seniority on the basis of two thousand and eighty (2080) hours paid for each year of regular full-time seniority. An employee whose status is changed from regular part-time to regular full-time shall receive credit for their full seniority on the basis of one (1) year of seniority for each two thousand and eighty (2080) hours paid. Any time worked in excess of an equivalent shall be pro-rated at the time of transfer.

- 4.02 The Union agrees that the Employer may retain extra employees who are hired through Federal or Provincial Government grant programs with the understanding that such employees shall be covered by all terms of the existing agreement with the exceptions of Article 15 (Seniority), Article 23 (Benefits) and Article 24 (Sick Leave/Short-Term/Long-Term Disability).

If such government program states the hourly rate to be paid and level of benefits, then such employee may be paid at that hourly rate, but all of the above conditions apply.

- 4.03 The Union agrees that the Employer may use placement students in the workplace. It is understood that placement students may or may not receive monetary compensation and are not covered by this Collective Agreement.
- 4.04 The Employer agrees that any employee hired under a government sponsored program, a placement student, or a temporary employee, shall not cause the lay-off or a reduction in hours of any regular employee. It is further understood that none of the above-mentioned employees will be hired to do the work of a position that has been declared redundant or is currently vacant as a result of the position not being posted and filled.
- 4.05 It is understood that the use of volunteers will not displace or reduce bargaining unit members' employment.

ARTICLE 5 - NO DISCRIMINATION

- 5.01 The Employer and the Union agrees that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, lay-off, recall, discipline, or discharge by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, record of offences, marital status, gender identity, gender expression, sex (including pregnancy and breastfeeding), sexual orientation, family status or disability (the prohibited and protected grounds of the *Human Rights Code*), nor by reason of the employee's membership or activities in the Union, political or religious affiliation, or otherwise by reason of the employee's place of residence in the County of Prince Edward.
- 5.02 In the event of an impairment or disability within the meaning of the *Human Rights Code*, both the Employer and the Union accept their duty to accommodate the employee within the meaning of the *Code*.
- 5.03 The Employer and the Union recognize their joint responsibilities in providing a workplace free from harassment, including personal harassment, discrimination and violence.

ARTICLE 6 - RELATIONSHIP

- 6.01 (a) The Union will not engage in Union activities during working hours or hold meetings at any time on the premises without the permission of the Chief Administrative Officer or designate.

- (b) Persons whose regular jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit except for purposes of instruction, to maintain certification/training, to ensure compliance with Applicable legislation or in emergencies when regular employees are not available.
- (c) No employee shall be required or permitted to make any written or verbal agreement which may conflict with the terms of this contract.
- (d) In respect of employees covered by this Agreement, the Employer shall not recognize, during the currency of this Agreement, any other bargaining agent, in respect of any matters herein dealt with.
- (e) At all meetings with the Employer of the Labour Management, Grievance and Negotiations Committees, the Union representatives may be accompanied by the National Representative of the Canadian Union of Public Employees.

ARTICLE 7 - NO STRIKES OR LOCKOUTS

- 7.01 There shall be no strikes or lock-outs so long as this Agreement continues to operate.
- 7.02 Notwithstanding any other provision of this Agreement, no member shall be disciplined for failure or refusal to cross a picket line set up in relation to a lawful strike by any bargaining groups employed by the Corporation of the County of Prince Edward.

ARTICLE 8 - UNION SECURITY & CHECKOFF OF UNION DUES

8.01 Check-off

The Employer shall deduct from every employee that is covered by this Agreement any monthly dues in accordance with the Union Constitution and/or By-Laws and owing by the employee to the Union.

- 8.02 Deductions shall be made from each payroll period and shall be forwarded to the Secretary-Treasurer of the National Union not later than the 15th day of the month following. The Employer shall, each month, supply the Secretary-Treasurer with an employee list from whom dues have been deducted and the amount of dues collected, the list shall also contain employees' addresses and phone numbers along with the amount of wages the deductions were taken on. The Employer agrees to set out on the employees' T-4 forms the amount of annual Union dues paid for the taxation year to which the T-4 form applies.

8.03 Union to Indemnify the County

The Union agrees to indemnify and to save the Employer harmless for any and all claims which may be made against the Employer by an employee or employees arising out of any amounts deducted from their pay as provided in Clause 8.01 preceding.

8.04 All employees of the Corporation of the County of Prince Edward who have become members, shall remain members of the Union according to the Constitution and By-Laws of the Union. As a condition of employment, all new employees shall become and remain members of the Union within thirty (30) days of employment. The Employer will ensure that new employees receive a copy of the current collective agreement within the first thirty (30) days of employment.

8.05 Union Orientation Sessions

(a) Potential Employees

All job postings will advise candidates that The Corporation of the County of Prince Edward works in partnership with CUPE Local 2275 and that a Collective Agreement is in place.

(b) New Employees

On commencing employment in a position within the bargaining unit, the Employee's immediate supervisor or another representative of the Employer will introduce the new Employee to a Union Representative, as designated by the Union. The representative designated by the Union will be given an opportunity to meet with each new Employee during the first month of employment to acquaint them with the structure, benefits, and duties of Union membership. A maximum of thirty (30) minutes will be allowed for this purpose within regular working hours and without loss of pay for either Employee.

ARTICLE 9 - CORRESPONDENCE

9.01 All correspondence between the Parties arising out of this Agreement shall pass to and from the Manager of Human Resources of the Corporation of the County of Prince Edward and the Recording Secretary and the President or designate of the Union save and except correspondence related to grievances which shall pass to and from the parties noted in the grievance procedure for the Employer and the Chief Steward or designate of the Local for the Union.

Copies of all correspondence being sent by the Employer shall be forwarded to the President of the Local and the National Representative of CUPE. The Union shall receive copies of all correspondence in relation to termination, leaves of absence, discipline of any bargaining unit employees, as well as general correspondence relating to the Union and/or its members within ten (10) working days.

ARTICLE 10 - UNION REPRESENTATION

- 10.01 In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the right of the Union to appoint or elect union representatives, whose duties shall be to assist any employee within the bargaining unit in preparing and in presenting their grievance in accordance with the grievance procedure.
- 10.02 The Union shall notify the Employer in writing of the name of each elected representative before the Employer shall be required to recognize the employee as a representative of the union.
- 10.03 Two (2) elected representatives as chosen by the union (so long as they remain employees of the County) and the President, or their designate, shall constitute the Grievance Committee until their successors are chosen. If a person on the Committee declares a conflict of interest with respect to a specific grievance, an alternate will be appointed by the Union.
- 10.04 The Employer agrees that the union representatives shall not be hindered, coerced, restrained or interfered with in any way with the performance of their duties while investigating disputes and presenting grievances as provided for in this Article. They shall suffer no loss of pay for the time so spent. The Union understands and agrees that each union representative is employed to perform work for the Employer and will not leave the work site during working hours except to perform the duties under this Agreement. Therefore, no union representative shall leave the work site without obtaining the permission of the supervisor. Such permission shall be obtained where practical, in advance of the shift in which the union representative intends to exercise the functions hereunder. It is further understood that such permission shall not be unreasonably withheld by the Employer. It is further understood that a union representative shall, in the exercise of their duties, take every possible step to minimize and prevent any disruption in the normal day to day operation and work of the employees.

ARTICLE 11 - GRIEVANCE PROCEDURE

11.01 An Individual Grievance under this Agreement shall be defined as a difference of opinion between the Employer and the Union or an employee as to the interpretation, application, administration or alleged violation of this Agreement.

11.02 **STEP 1:**

An employee shall take up any complaint with the employee's supervisor and a Union representative will be present during any discussions with the Employer regarding a grievance. Such discussion shall be held within ten (10) working days of the event giving rise to the grievance.

STEP 2:

If the grievance is not settled, it shall, within ten (10) working days thereafter, be filed in writing signed by the employee and submitted to the respective Director and to the Manager of Human Resources and/or Labour Relations Consultant. Human Resources shall meet with the union representatives and the grievor within (10) working days. If during that meeting new information is brought forward that either party would like to consider before a decision is made, then by mutual agreement the parties may schedule a second meeting within five (5) working days. Management shall issue a written reply to the grievance in writing within ten (10) working days from receipt of the grievance thereafter.

STEP 3:

Failing a satisfactory settlement at this stage, written notice of intention to submit the grievance to arbitration will be given within twenty (20) working days of the date of the reply from the Director or designate and Human Resources. The request for arbitration shall be made by email to the other Party of the agreement.

11.03 **Group Grievance**

Where a number of employees have identical grievances and each one would be entitled to grieve separately, they may present a group grievance in writing through the Local Union. The group grievance shall be signed by each employee who is grieving and the Local Union President, or designate, and submitted to the Manager of Human Resources, within ten (10) working days after the circumstances giving rise to the grievance have occurred. The grievance shall then be treated in the manner as set out for an individual grievance.

STEP 1:

An employee shall take up any complaint with the employee's supervisor and a Union representative will be present during any discussions with the Employer regarding a grievance. Such discussion shall be held within ten (10) working days of the event giving rise to the grievance.

STEP 2:

If the grievance is not settled, it shall, within ten (10) working days thereafter, be filed in writing signed by the employee and submitted to the respective Director and to the Manager of Human Resources and/or Labour Relations Consultant. Human Resources shall meet with the Union Representatives and the grievor within (10) working days. If during that meeting new information is brought forward that either party would like to consider before a decision is made, then by mutual agreement the parties may schedule a second meeting within five (5) working days. Management shall issue a written reply to the grievance in writing within ten (10) working days from receipt of the grievance thereafter.

STEP 3:

Failing a satisfactory settlement at this stage, written notice of intention to submit the grievance to arbitration will be given within twenty (20) working days of the date of the reply from the Director or designate and Human Resources. The request for arbitration shall be made by email to the other Party of the agreement.

11.04 **Policy Grievance**

Where a dispute involving the question of general application or interpretation of the Collective Agreement occurs that is not an individual or group grievance, or the Union has a grievance, it shall be known as a policy grievance and Step 1 of the grievance procedure may be bypassed. However, a grievance under this section must be filed not later than ten (10) working days of the circumstances giving rise to the grievance.

STEP 2:

The union shall submit the signed grievance in writing to the Manager of Human Resources and/or Labour Relations Consultant. Human Resources shall meet with the union representatives within (10) working days. Management shall issue a written reply to the grievance in writing within ten (10) working days from receipt of the grievance thereafter.

STEP 3

Failing a satisfactory settlement at this stage, written notice of intention to submit the grievance to arbitration will be given within twenty (20) working days of the date of the reply from the Human Resources. The request for arbitration shall be made by email to the other Party of the agreement.

11.05 **Management Grievances**

It is understood and agreed that the Employer may bring forward at any meeting held with the Union any complaint concerning the conduct of the Union or its elected representatives in respect of the terms of this Agreement. If such complaint by the Employer is not settled to the mutual satisfaction of the conferring Parties, it may be treated as a grievance and referred to arbitration in the same way as a grievance of an employee.

STEP 1:

An employee shall take up any complaint with the employee's supervisor. A Union representative will be present during any discussions with the Employer regarding a grievance. Such discussion shall be held within ten (10) working days of the event giving rise to the grievance.

STEP 2

If the grievance is not settled, it shall, within ten (10) working days thereafter, be filed in writing signed by the employee and submitted to the Respective Director and to the Manager of Human Resources and/or Labour Relations Consultant. Human Resources shall meet with the union representatives and the grievor within (10) working days. If during that meeting new information is brought forward that either party would like to consider before a decision is made, then by mutual agreement the parties may schedule a second meeting within five (5) working days. Management shall issue a written reply to the grievance in writing within ten (10) working days from receipt of the grievance thereafter.

STEP 3

Failing a satisfactory settlement at this stage, written notice of intention to submit the grievance to arbitration will be given within twenty (20) working days of the date of the reply from the Director or designate and Human Resources. The request for arbitration shall be made by email to the other Party of the agreement.

- 11.06 After the grievance procedure as set out in Article 11 has been exhausted, and before an Arbitrator is contacted under this Article, by mutual consent, the Parties may agree to use the services of a mediator and agree to share the costs of the mediation.
- 11.07 A grievance will be deemed abandoned if a written notice of intention to arbitrate is not received by the Employer within twenty (20) working days, unless the timelines are extended in writing in Accordance with Article 12.05.

ARTICLE 12 – MEDIATION/ARBITRATION

- 12.01 Arbitration shall be conducted by a single arbitrator mutually acceptable to the Employer and the Union or by appointment by the Ministry of Labour under a Section 49 application.
- 12.02 A decision of the single Arbitrator shall be final and binding and enforceable on all Parties, but in no event shall the Arbitrator have the power to change this Agreement, or to alter, modify or amend any of its provisions.
- 12.03 Where an Arbitrator determines that an employee has been discharged or otherwise disciplined by the Employer for cause and the Collective Agreement does not contain a specific penalty for the infraction that is the subject matter of the arbitration, the Arbitrator may substitute such other penalty for the discharge or discipline as the Arbitrator deems just and reasonable in all the circumstances.
- 12.04 Each Party shall pay one-half (½) of the fees and expenses of the single arbitrator.

12.05 Time limits fixed for both the grievance and arbitration procedures shall be mandatory but may be extended by the mutual written consent of both parties to this Agreement. An Arbitrator can relieve against failure to comply with the time limits if they are satisfied that there are reasonable grounds for the extension and that the opposite Party will not be substantially prejudiced by the extension.

ARTICLE 13 - DISCHARGE, SUSPENSION AND DISCIPLINE

13.01 All grievances as a result of discipline shall be submitted at Step 2.

13.02 Discharge Grievance

The release of a probationary employee shall not be the subject of a grievance or arbitration unless such termination falls under the protected grounds of the Humans Right Code.

The Employer agrees that it will not discharge, without just cause, an employee who has completed their probationary period. A claim by an employee who has completed their probationary period that they have been unjustly discharged shall be treated as a grievance. Such grievance shall be submitted through the Local Union at Step 2, signed by the grievor and the Local Union President, or designate, to the Manager of Human Resources and the Director of the Department within ten (10) working days after the date the discharge is effected. Such grievance may be settled by:

- (a) confirming the Employer's action in dismissing the employee through withdrawal of the original grievance: or
- (b) reinstating the employee with or without loss of seniority and with or without full compensation for the time lost, or
- (c) any other arrangement which may be deemed just and equitable.
- (d) in the event a grievance lodged under this section cannot be resolved through the above noted procedure, the matter will proceed to arbitration in accordance with Article 12 – Mediation/Arbitration.

Whenever the Director or Designate deems it necessary to censure an employee in a manner indicating that dismissal or suspension may follow any further infraction, or may follow if such employee fails to bring the employee's work up to a required standard by a given date, the Employer shall, within ten (10) working days thereafter, give written particulars of such censure to the President of the Union and the National Representative of CUPE, with a copy to the employee involved.

- 13.03 (1) The Employer shall notify an employee in writing of any expression of dissatisfaction concerning the employee's work within ten (10) working days of the event of the complaint, with copies to the Recording Secretary of the Union and the National Representative of CUPE.
- (2) This notice shall include particulars of the work performance which led to such dissatisfaction. This article shall be applicable to any complaint or accusation which may be detrimental to an employee's advancement or standing with the Employer. The employee's reply to such complaint, accusation or expression of dissatisfaction shall become part of the employee's personnel record.
- 13.04 Whenever an employee is told to report to a management supervisor for the purpose of discussing a serious dissatisfaction with the employee's work, the employee shall be given the opportunity to be accompanied by a steward or a Union Representative.
- 13.05 Provided that there is no re-occurrence of a related or similar incident, the record of an employee shall not be used against him/her by the Employer to exercise its rights under Article 2.01 (a) at any time after eighteen (18) months following a suspension or other disciplinary action, including letters of reprimand or any adverse reports.
- 13.06 The employee may arrange an appointment with Human Resources to review their employee file in the presence of a representative of the Human Resources Department. An employee may copy any materials contained therein and may respond in writing to any document contained therein. Such reply shall become part of the employee's permanent record.
- 13.07 Notwithstanding the provisions in Article 24.01, any employee who reports for work impaired by alcohol or narcotics , or who brings intoxicating beverages or narcotics into or on any premises or equipment of the Employer, or who partakes in intoxicating beverages or narcotics or has such substances in their possession while on duty, may be suspended or dismissed.

ARTICLE 14 - LABOUR-MANAGEMENT COMMITTEE

- 14.01 (1) A Labour-Management Committee shall consist of the Union's President, Recording Secretary and two (2) members of the union executive and three (3) Employer representatives. Other individuals may be included as required and as mutually agreed between the Parties.
- (2) The Committee shall meet at least every two (2) months, or as requested and mutually agreed to by the Parties, at a mutually agreed to time and place with at least forty-eight (48) hours' notice in advance. Employees shall not suffer any loss of pay for time spent at such meetings.

- (3) The Committee shall concern itself with general matters, i.e.:
 - (a) constructive criticisms of activities to improve relations between the Employer and the Union;
 - (b) reviewing suggestions from the Employer, the Union or employees, questions of working conditions, and service (but not grievances);
 - (c) attempting to correct conditions causing grievances and misunderstandings;
- (4) The Committee shall not have the power to add, amend, delete or change any part of the Collective Agreement.
- (5) Minutes shall be taken at each meeting, approved by the co-chairs, and posted for the membership within thirty (30) days of the meeting, solely recording the agreed action items.

ARTICLE 15 - SENIORITY

15.01 Regular full-time employees will accumulate seniority on the basis of their continuous service in the bargaining unit from the last date of hire, except otherwise provided herein. Seniority shall operate on a bargaining unit wide basis. So long as an employee is qualified to perform the work required, it shall be used in determining preference for promotions, transfers, demotions, lay-offs and recalls.

Regular part-time employees will accumulate seniority on the basis of one (1) year's seniority for each two thousand and eighty (2080) hours worked in the bargaining unit as of the last date of hire, except otherwise provided herein. At no time will an employee be allowed to accumulate greater than one year's seniority in a twelve (12) month period. Seniority shall operate on a bargaining unit wide basis. So long as an employee is qualified to perform the work required, it shall be used in determining preference for promotions, transfers, demotions, lay-offs and recalls.

Continuous service is defined as being in receipt of monies from the Employer, or someone on LTD or WSIB benefits. Any unpaid leaves over twenty (20) days shall not accumulate seniority, unless legislated.

15.02 Notwithstanding the above, all bargaining unit employees who become employees, as a result of municipal restructuring shall be credited with all service and seniority acquired while employed with the predecessor municipal employer.

- 15.03 The Employer shall maintain a seniority list for full and part-time employees showing the date upon which each full-time employee's service commenced and the hours worked by part-time employees. Up-to-date seniority lists shall be sent to the Union and posted on all bulletin boards in January and July of each year. Should two or more employees share the same seniority date, they shall be placed in seniority order by way of a random lottery draw, witnessed by one member of HR and one executive representative of the union.
- 15.04 An employee shall lose seniority and their employment shall be deemed terminated for the following reasons:
- (a) is discharged for just cause and is not reinstated;
 - (b) resigns and has not rescinded resignation within one (1) working day of submission;
 - (c) is absent from work in excess of three (3) regular working days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible;
 - (d) failed to return to work within five (5) working days following a lay-off and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of their current address;
 - (e) if laid off for a period longer than one (1) year;
 - (f) is off work due to sickness or disability, not related to the job, for a period of longer than two (2) years where they are not in receipt of sick-related benefits. This clause shall be interpreted in a manner consistent with the provisions of the Ontario *Human Rights Code*.

15.05 **Transfers and Seniority Outside the Bargaining Unit**

No employee shall be transferred to a position not covered by the provisions of this Collective Agreement without their consent. If an employee accepts a temporary transfer with the Employer outside of the bargaining unit, the employee shall retain seniority acquired at the date of leaving the unit, but will not accumulate any further seniority. If the employee does not return to the bargaining unit at the end of their transfer, they will be deemed to have forfeited all seniority.

If such an employee later returns to a position covered by the provisions of this Collective Agreement, it shall not result in the lay-off or bumping of any employee holding greater seniority.

15.06 An employee may accept a temporary position with the Employer outside of the bargaining unit for up to eighteen (18) months. This time frame may be extended by an additional six (6) months upon mutual agreement between the parties. During the time the employee remains outside the bargaining unit their seniority shall be frozen. The Employer will not deduct and remit union dues, while they are outside of the bargaining unit. When the employee returns to the bargaining unit they shall resume accumulating seniority and paying union dues.

It is agreed that any and all vacancies resulting from the initial vacancy will be posted and filed as per Article 17. Upon return to the bargaining unit, the Employee will be returned to their former position. In addition, any other job position changes to any other bargaining unit member will also revert back to their original positions.

Upon return to the bargaining unit, the Employee's seniority date will be backdated by the number of weeks the Employee was in the excluded position.

15.07 An employee who accepts a permanent position with the Employer outside the bargaining unit shall have their seniority frozen for a period of six (6) months. If the employee remains outside of the bargaining unit beyond the six (6) month period they shall lose their seniority should they post back to a bargaining unit position.

15.08 A newly hired employee, full or part-time, shall not be credited seniority until they have completed a probationary period detailed in Article 4.01(h) herein. If the employee successfully completes their probation period, their seniority shall then date back to their last date of employment with the Employer. During the probationary period, all employees shall be entitled to all rights and privileges of the Agreement, except with respect to discharge.

ARTICLE 16 - LAY-OFF AND RECALL

A lay-off shall be defined as a reduction in the workforce.

16.01 Both Parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a lay-off, employees shall be laid off in the reverse order of their seniority, provided employees being retained are qualified to do the work available.

16.02 Employees shall be recalled in the order of the seniority list, provided they are qualified to do the work available.

Employees will not lose recall rights if they refuse a temporary position of thirty (30) days or less duration.

16.03 An employee who receives notice of lay-off may exercise their seniority rights over junior employees whose jobs the senior employees are qualified and able to perform.

The Employer agrees to provide the Union and affected employees with notice of any lay-off in accordance with the *Employment Standards Act*.

Upon request an unsuccessful employee in a bump may have a 'without prejudice' debrief meeting scheduled with Human Resources.

16.04 Employees who are laid off, who choose not to exercise their seniority rights over a junior employee, shall have the option to accept their severance and leave the employer or not accept their severance and go onto the recall list for a period of one (1) year.

16.05 All employees must notify the Employer promptly of any change of banking, address and/or telephone and email address changes. Failure to do so will remove all responsibility from the Employer in the event that official notices or payment fail to reach the employee.

16.06 In the event of a lay-off, the Employer shall notify the Union of such lay-off ten (10) working days prior to the effective date of the lay-off or the amount of notice provided for in 16.03 above, whichever is the greater.

The Parties may convene a special meeting of the Labour/Management Committee to discuss the effect of the lay-off on the bargaining unit. It is understood that such discussions are to be conducted on a confidential basis and the Union undertakes to guard the confidentiality of them.

16.07 No new employee shall be hired into the bargaining unit until those laid off have been given an opportunity of recall and is available and qualified to do the work available.

ARTICLE 17 - JOB POSTINGS

17.01 When a vacancy occurs or a new position is created in the bargaining unit, that is expected to be for longer than 30 days, the employer shall post a notice on the employer's bulletin boards and distribute to County email accounts. The position will be posted for a minimum of five (5) working days so that interested employees can apply. The name of the successful candidate will be emailed to all staff.

All postings for positions within the CUPE bargaining unit are closed to other Employer bargaining units for the initial five (5) working day posting period.

Each job posting shall contain the following information:

- i) Nature of the position, qualifications, required knowledge and education, skills, shift, wage or salary rate or range, and where necessary, duration of vacancy.

- ii) The employer shall post the original temporary bargaining unit vacancy of an expected duration greater than thirty (30) days or more and, in the event the original posting is filled on the basis of an internal posting, the posting for the resultant vacancy will also be posted for internal candidates to post to. After the original and subsequent posting the employer may hire from external sources.
- iii) In selecting a suitable applicant, the employer shall consider the qualifications, skill, and ability, of all applicants. Where these are considered to be relatively equal, seniority shall govern.

The successful applicant shall be placed in the position within thirty (30) working days of being notified, unless due to extenuating circumstances an extension is agreed to between the Employer and the Union. Agreement of the Union shall not be unreasonably withheld. Should the employee not be able to be placed in the new position within thirty (30) working days, and the rate of pay of the new position is a higher rate of pay, the employee will be entitled to be paid at the higher rate of pay on the 31st working day.

Employees who have accepted an internal transfer to a new role may not apply to another internal position for twelve (12) months, unless the new position provides a greater benefit to the employee (i.e. title, pay, employment status -for example part-time to full-time). This restriction will not replace the employees' option to return to their previous position within sixty (60) days, as outlined in Article 17.06. However, if the employee decides to return to their previous position, then the twelve-month restriction on applying to another internal posting will still apply, effective from their first day back in their original position. This restriction will not apply if the employer returns the employee to their previous role. Special consideration to suspend this restriction will be given on a case-by-case basis.

17.02 Temporary Vacancies

Temporary vacancies anticipated to be less than thirty (30) working days in duration will not be posted, unless otherwise agreed between the Employer and the Union. The Employer will endeavour to distribute the workload from the unfilled temporary position as equally as possible among those qualified to do the job.

A vacancy that occurs for more than thirty-one (31) working days to cover the leave of an existing permanent staff member, will be posted stating that the position is temporary. When possible, the estimated duration of the job will be indicated (which may be subject to change). In any event, the job will not extend past the return of the employee on leave subject to a reasonable transition period as required.

Upon termination of a temporary job, the Employee filling the vacancy will be returned to the classification in which they last worked.

17.03 On the first working day of each month, the Employer shall post a notice on which employees shall sign their name if they wish to be considered for assignment for temporary duty as working sub-foreperson in the event that the position becomes available during the month. Employees who fail to sign the notice shall not be considered for assignment to such duties. As the need for a sub-foreperson arises, the position will be offered to the employees who have signed the notice, in order of their seniority, provided that the employee has the ability and qualifications to do the job. Employees who are temporarily assigned under this Article 17:02 shall be paid a daily responsibility allowance in accordance with Schedule B. for such time worked on the temporary assignment.

- the principle of promotion within the service of the Corporation of the County of Prince Edward.
- that job opportunities should increase in proportion to length of service and therefore applicants shall be disqualified in order of seniority from the most to the least.

17.04 The Union shall be notified of the successful candidate to a posting within ten (10) working days of receipt of the signed offer of employment as per Article 9.01.

17.05 Basic instruction specific to the job will be given to a new incumbent in a position during the probationary or trial period. In the case of term appointments, training will be given for tasks that the employee will be required to perform during the length of their term.

17.06 Trial Period

The successful applicant will be placed on a trial period of sixty (60) working days beginning on their first day in the new position. If, during or at the end of a sixty (60) day trial period which immediately follows the date of an appointment, a successful applicant be found incapable of performing the duties of the available position or should the employee find the position unsuitable, then the individual shall be returned to their former position.

Any other employees promoted or transferred because of this rearrangement of positions shall also be returned to their former position. In such cases, the Employer may appoint one of the applicants from the initial position or, if no suitable applicant remains, may hire from external sources. If the employee has not completed their probationary period prior to the start of their appointment, that employee will be required to complete the balance of their probationary period under Article 4.01 (h) followed by the sixty (60) day trial period noted above.

The trial period may be extended by mutual agreement of the Employer and the Union.

ARTICLE 18 - HOURS OF WORK

18.01 Jurisdictional Group A

1. Jurisdictional Group A is identified in Appendix C attached to this Agreement.
2. The work week and workday shall consist of eight (8) hours per day, 8:00 a.m. to 5:00 p.m. five (5) days per week, Monday to Friday, with a one-half (1/2) to one (1) hour unpaid lunch period.
3. Starting and quitting times may be changed by mutual agreement between the Union and Director or designate. These changes may include a flexed or compressed work week within specific departments. At no time shall the regular hours extend beyond forty (40) hours without first receiving permission by the affected employees and aforementioned supervisors, at which time, applicable overtime rates will apply.

18.02 Jurisdictional Group B

- (a) Jurisdictional Group B is identified in Appendix C attached to this agreement.
 - (b) There will be a one-half (1/2) hour unpaid lunch period each day.
 - (c) The normal workweek shall be forty (40) hours per week consisting of five (5) days of eight (8) hours each between 7:00 a.m. and 6:00 p.m. from Monday to Friday inclusive, with the exception of the Operator I (Labourer-Operations).
1. Operations (Foreperson, Operator II (Drivers), Operator III, Fleet Technicians):

From November 1 to April 30, the normal working hours for winter maintenance for the Operations Department will include two shifts: the existing shift from 7:00 a.m. to 3:30 p.m., and a second shift from 3:30 p.m. to midnight. The second shift shall consist of up to eight (8) current full-time Operator II/Operator III staff and full-time contract operations staff, and one (1) current Fleet Technician, or additional staff as may be required to meet operational needs.

The employer shall post a voluntary sign-up sheet for the latter shift. If this voluntary sign-up sheet or staffing levels (such as sick leave coverage or maintaining qualifications and demonstrated skills to do the work) falls short of complement of up to eight (8) current full-time operations staff to fulfil the vacancy of the said latter shift, then management staff have the right to assign these second shifts to qualified staff members by reverse order of seniority.

In addition, the second shift shall include foreperson coverage which will be rotated through the current foreperson to ensure provision of adequate coverage. Fleet Technicians will also be rotated through provision of afternoon shift coverage.

2. Operator I (Labourer Operations):

Operator I (Labourer-Operations) employees' normal work week shall be:

- i) Winter Hours: Starting on the Tuesday after the Labour Day weekend until the Sunday preceding the start of summer hours in May, the hours of work shall be forty (40) hours per week consisting of five (5) consecutive days of eight (8) hours each between 6:00 a.m. to 6:00 p.m. from Monday to Friday inclusive.
- ii) Summer Hours: Starting the first Monday of May until the Tuesday after Labour Day weekend (this may be amended to meet operational needs to the first Tuesday following the Thanksgiving weekend), the hours of work shall be ten (10) hours per day to a maximum of forty (40) hours per week, which will include working every third weekend. The number of hours per week cannot be changed because a statutory holiday falls within that work week.

3. Recreation Attendants:

Regular full-time Recreation Attendants' hours of work shall be in shifts of eight (8) to twelve (12) hours per day and shall not normally exceed eighty (80) hours in a two (2) week period, which includes weekends.

In the event that Recreation Attendants, of their own accord, for their own personal convenience, arrange to change shifts with other qualified employees, the Employer agrees to allow employees to do so provided that the employees have obtained the prior written approval of the Employer, do not abuse this privilege, that such changes do not interfere with any other employees' assigned shifts, and that such changes will not result in the payment of overtime pay to any employee.

All shifts include a half-hour unpaid lunch, and, in addition, a shift premium will be applied in accordance with Schedule B for all hours worked on the second afternoon shift(s) where the majority of the hours worked are after 3:30 p.m.

4. By-law Enforcement

The regular hours of work shall be up to twelve (12) hours per day and forty (40) hours per week averaged over a pay period of two (2) weeks. The Employer will make every reasonable effort to schedule two (2) consecutive days off. Employees shall normally be scheduled from Saturday to the following Friday. This schedule shall be determined by the Employer at least one (1) week in advance. In recognition of the nature of employees' job responsibilities on evenings, days, and weekends, the Employer shall adjust the work schedule in order to meet such responsibilities. There will be two (2) one-half (1/2) hour paid lunch periods in each work shift scheduled at the discretion of the supervisor.

- (d) Starting and quitting times may be changed by mutual agreement between the Union and the Employer so as to provide for each of the below, alone or in combination:
 - (i) a compressed work week of four (4) nine (9) hour days and one (1) four (4) hour day;
 - (ii) a scheduled shift to recognize that seasonal maintenance duties need to be done at times starting outside the normal work week hours described above. Said shift shall not be scheduled with less than forty-eight (48) hours' notice to the affected employee;
 - (iii) a scheduled winter patrol shift for an eight (8) to twelve (12) hour period any day starting at times outside the normal work week hours described above;
 - (iv) non-scheduled winter snow ploughing and removal for an eight (8) to twelve (12) hour period any day starting at times outside the normal work week hours described above.
 - (v) A schedule to provide for building maintenance work outside the normal hours of work. Said shift shall not be scheduled with less than forty-eight (48) hours' notice to the affected employee.
- (e) Shift premiums will be applied in accordance with Schedule B to Item 2(b), 2(c) and 2(e) above. Overtime rates will apply to item 2(d) above.
- (f) Except as noted in (e) above and 18.02, a shift premium will be applied in accordance with Schedule B for all hours worked between 7:00 p.m. and 7:00 a.m.
- (g) Except as noted in 3 above 2(a) and 2(d) above and 18.02, shift premiums will be applied in accordance with Schedule B for all hours worked between 12:00am Saturday to 11:59pm on Sunday.

- (h) The management team in Operational Services will consider an amendment to the regularly scheduled hours of work for the afternoon shift on the working day before the statutory holiday on New Year's Day, where the start time of the afternoon shift may be moved to earlier in the day in order to secure an earlier release for the employee on New Year's Eve. This adjustment is weather-dependent and so will be on a year-to-year basis, only.

18.03 Jurisdictional Group C

- (a) Jurisdictional Group C is identified in Appendix C attached to this agreement.
- (b) Water & Wastewater Services normal work week shall be forty (40) hours per week consisting of eight (8) hours per day, Monday to Sunday. All shifts include a half hour unpaid lunch, and, in addition, a shift premium will be applied in accordance with Schedule B for all hours worked on the second afternoon shift(s) where the majority of the hours worked are after 3:30 p.m.

Other shift schedules may be implemented in the event of an emergency or unforeseen circumstances.

- (c) Starting and quitting times
 - (i) may be changed by mutual agreement between the Union and the Employer so as to provide for each of the below, alone or in combination:
 - (ii) a compressed work week of four (4) nine (9) hour days and one (1) four (4) hour day;
 - (iii) a scheduled shift to recognize that seasonal maintenance duties need to be done at times starting outside the normal work week hours described above. Said shift shall not be scheduled with less than forty-eight (48) hours' notice to the affected employee.

18.04 Jurisdictional Group D

- (a) Jurisdictional Group D is identified in Appendix C attached to this agreement.
- (b) For every 4 hours worked, an employee will be paid for a 15-minute break. Employees working 5 hours or more will receive a thirty (30) -minute lunch. Those employees who are required to work through their lunch due to operational requirements, will receive a paid 30-minute lunch.
- (c) For Landfill positions, the role of Tipper shall be determined by management as per Article 2: Management Rights.

18.05 **Break Period**

All employees shall be permitted a paid fifteen (15) minute rest period, for every four (4) hours worked.

18.06 **Overtime**

- (a) Overtime at the rate of one and one-half (1½) times an employee's regular hourly rate of pay will be paid for work performed over the employee's regular work week or hours per day or work performed on non-scheduled workdays on straight time only. Overtime payments are not made on any premium payments.
- (b) Overtime distribution shall be as follows:
 - (i) Overtime and call-back will be done within each classification in accordance with seniority on a rotation basis, except during the winter control period. In practice, rotation means a continuous cycle through the seniority list. Each time there is an overtime or call-back shift, the employee responsible for calling staff will return to the place on the seniority list where they last left off from the previous overtime or call-back shift. This will ensure that these opportunities are divided as fairly as possible among our employees.
 - (ii) Staff will be placed in the rotation for the purposes of overtime distribution once they have completed a mandatory orientation, but not later than six (6) months after hire into the department, unless due to extenuating circumstances an extension may be required.
 - (iii) Individuals working on or assigned to a job will have first opportunity to complete the work before going to the on-call rotation schedule. This may include jobs before or after a regular shift.
 - (iv) Management retains the right to assign staff as necessary based on qualifications or in emergency situations.

18.07 Scheduled overtime shall be divided as equally as possible among the employees engaged in similar types of operation who are willing and qualified to perform the work available. In the event an employee is inadvertently by-passed by the employer, the employee shall be offered the next equal (within reason) available overtime opportunity, subject to required classification, and having demonstrated that they are capable of performing the work in question.

Employees absent from work under Article 13, 16, 18, 20, 21, suspension or workplace injury, are not eligible for overtime during the absence including adjacent weekends and scheduled days off, with the following exceptions:

- in cases of emergency; or
- when no other employee is available

Employees absent from work under Article 24 or who are on a return to work program are not eligible for overtime during the absence or their return to work program unless indicated otherwise by their program, including any weekends and scheduled days off adjacent to the absence.

18.08 No employee will have their regularly scheduled hours of work reduced to avoid paying any overtime.

18.09 **Minimum Call-Back Time**

An employee who is called in and required to work outside the employee's regular working hours, including holidays listed in Article 19.01 of this Agreement, shall be paid for a minimum of three (3) hours at overtime rates, and shall be paid from the time the employee commences work.

18.10 **On-Call**

Employees required to be available for call-out shall receive thirty dollars (\$30.00) per day for each such on-call in 2024. In 2025, the per day rate will increase to \$35.00 upon ratification. As of January 1, 2026, the per day rate will increase to \$40.00. On statutory holidays, an additional \$25 will be paid.

The Employer will provide a communication device at full cost for employees required to be available for on-call under this Article. The employee will be responsible to ensure that the communication device is in proper working condition and that they can be reached.

The on-call rotation schedule may be changed from time to time.

18.11 **Lieu Time Off For Overtime Worked**

Instead of receiving payment for overtime worked, employees who work overtime may take time off in lieu of payment, however, the banking of such lieu time shall be limited to an annual maximum of eighty (80) hours lieu time hours. Such lieu hours will be taken at a time mutually agreeable between the Employee and the Employer.

It is understood that lieu time shall be at overtime hours.

Lieu time accumulated must be scheduled by December 1 of each year. If lieu time is not scheduled by December 1, the employee will have the option of either having the bank paid out on a separate deposit by December 31 or carrying the balance over to the following year.

It is understood that the annual maximum of eighty (80) hours may be earned during the January 1 to December 31 calendar year.

Notwithstanding the above, in the event that an employee is the successful applicant for an internal posting, their lieu time bank shall be paid out prior to their start date in their new role.

ARTICLE 19 - HOLIDAYS

19.01 The Employer recognizes the following as paid statutory holidays:

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	National Day for Truth and Reconciliation
Easter Monday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

and the last half (½) working day before Christmas Day

As well as any future additional days proclaimed by the Federal or Ontario Government as a holiday.

Remembrance Day: Employees who wish to attend Remembrance Day services shall be allowed one (1) hour upon approval of their Supervisor in order to do so subject always to the right of the Employer to maintain sufficient staffing requirements.

In order to qualify for holiday pay, an employee must meet the qualifying standards established in sections 26 and 27 of the *Employment Standards Act*, as amended.

Holidays are paid in accordance with scheduled hours of work, for example, when working compressed work week. If scheduled to regular work hours for that week are 10 hours per day, then holiday pay for that holiday will to be 10 hours of pay.

With regard to the statutory pay calculation, an exception will apply to the Landfill Attendants: Due to the infrequency of their shifts, the statutory holiday pay calculation will use the last four (4) shifts worked, instead of the last four (4) weeks' worth of shifts.

19.02 Holidays Falling on Weekends

When any of the above-noted holidays fall on a Saturday or Sunday and are not proclaimed as being observed on some other day, the following Monday and/or Tuesday shall be deemed to be holidays for the purpose of this Agreement. If an employee is working on a holiday which falls on a weekend, they will be paid statutory pay for hours worked on that day. Employees are paid once per stat day. If an employee is subsequently called in on the following Monday or Tuesday, they shall be paid at regular overtime rates.

For example, if Christmas Day falls on a Saturday and Boxing Day falls on a Sunday and an employee is called in on either of those days, they will receive statutory holiday pay for those hours worked. In the event that an employee works on a Paid Statutory Holiday as defined in Article 19.01, the employee will be paid two (2) times the regular hourly rate for all hours worked on the Paid Statutory Holiday. If they are then called in either on Monday December 27 or Tuesday December 28, regular overtime rates will apply.

This provision shall not apply to employees who are regularly scheduled to work 7 days a week

19.03 Holidays During Vacation

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

19.04 Employees who are on lay-off, non-work related medical leave, or an approved leave of absence will not be entitled to holiday pay for those holidays which fall during such leaves of absence or lay-off unless such leave or lay-off commenced within five (5) working days of the statutory holiday.

ARTICLE 20 - VACATION

20.01 Length of Vacation

For the purposes of calculating entitlement, the annual leave year shall be from the last date of hire.

Employees shall receive vacation with pay as follows:

Upon hire, vacation will be pro-rated on the number of months divided by 12 X 10 to the nearest day.

The following vacation calculations apply between April 1, 2024, and December 31, 2025:

- (a) Beginning January 1st of the vacation year during which the employee will complete one (1) full year of employment, they will be credited with ten (10) working days of vacation leave.
- (b) Beginning January 1st of the vacation year during which the employee will complete three (3) years of employment, they will be credited with fifteen (15) working days of vacation leave.
- (c) Beginning January 1st of the vacation year during which the employee will complete five (5) years of employment, they will be credited with seventeen (17) working days of vacation leave.
- (d) Beginning January 1st of the vacation year during which the employee will complete seven (7) years of employment, they will be credited with eighteen (18) working days of vacation leave.
- (e) Beginning January 1st of the vacation year during which the employee will complete ten (10) years of employment, they will be credited with twenty (20) working days of vacation leave.
- (f) Beginning January 1st of the vacation year during which the employee will complete fifteen (15) years of employment, they will be credited with twenty-five (25) working days of vacation leave.
- (g) For each year of service after twenty (20) years' service, one (1) extra day's vacation entitlement to a maximum of five (5) days (e.g., after twenty-three (23) years' service, vacation entitlement would be five (5) weeks and four (4) days. Vacation pay would be an additional two-fifths percent (2/5%) of immediate previous year's annual gross earnings excluding vacation pay for each additional day's vacation (e.g., twenty-three (23) years' vacation pay would equal ten percent (10%) one and one-half percent (1.5%).

Note: Regular part-time, seasonal, and temporary and contract employees shall accumulate service for the purpose of progression on the vacation scale on the basis of one (1) year for each two thousand and eighty (2080) hours worked. Part-time employees shall receive graduated vacation pay based on service after the employee completes three (3) years of employment at four (4%), five (5) years of employment at six (6%), seven (7) years of employment at eight (8%), ten (10) years of employment and above at ten (10%).

20.01 Length of Vacation (Effective January 1, 2026)

For the purposes of calculating entitlement, the annual leave year shall be from the original start date as a permanent full-time employee.

Employees shall receive vacation with pay as follows:

Length of Service	Vacation Leave (effective January 1, 2026)	
	Days	Equivalent Hours based on an 8-hour day (Part-time hours shall be pro-rated)
Upon hire	Up to 15 days' vacation pro-rated based on date of hire for first year of employment.	Up to 120 hours pro-rated based on date of hire for first year of employment.
As of January 1st in the calendar year of the employee's first anniversary	15	120
As of January 1st in the calendar year of the employee's fifth anniversary	20	160
As of January 1st in the calendar year of the employee's tenth anniversary	25	200
As of January 1st in the calendar year of the employee's fifteenth anniversary	30	240
In milestone years 20 and above, an extra five (5) days of vacation will be granted in the anniversary year	For example: When an employee reaches their 20-year milestone, they will be granted five (5) additional days of vacation (for a total of 35 days) <u>in that year only</u> . This scenario would take place for all milestone years - 20 years, 25 years, 30 years, etc.	

Note: Regular part-time and temporary employees shall accumulate service for the purpose of progression on the vacation scale on the basis of one (1) year for each two thousand and eighty (2080) hours worked. Part-time employees shall receive graduated vacation pay based on service as follows: six (6%) percent on hire, eight (8%) percent after five (5) years, ten (10%) percent after 10 years and twelve (12%) percent after fifteen (15) years and beyond.

20.02 Vacation pay shall be forty (40) hours at an employee's current rate, or two percent (2%) of the previous year's gross earnings for each week of vacation, whichever is greater. Gross earnings shall include gross annual wages, including overtime, and less vacation pay received.

20.03 For the purposes of this Article, one (1) week of vacation equals forty (40) hours, or one (1) day of vacation equals regular working hours. The vacation bank will be recorded and used in hourly increments.

20.04 Upon termination of employment or if any employee transfers to part-time employment, they will be paid the pro-rated monthly portion of unused vacation that was credited on January 1st. Conversely, an employee will be responsible for payment of vacation taken but not earned, based on a pro-rated monthly calculation from January 1st.

20.05 The Director or Designate shall allow employees to exercise their choice in selecting their vacation periods subject to the requirement for employees to select days that do not interfere with the efficiency of the operation of the Department. The Employer shall, on or before April 15th of each year, post a vacation schedule. Employees shall advise the Director or Designate as to their vacation preference by March 31st of the year. If there is a conflict between employees for vacation, seniority will govern. No amendments to the vacation schedule shall be made without the mutual consent of the employees involved and the Employer

Requests received after the posting of the April 15th schedule must be received by the Director or designate at least two (2) weeks prior to the start of the vacation. Such requests are subject to the consideration of operational efficiencies and, as such, may not be granted. Those requests that can be accommodated will be granted on a first come first served basis. As above, if there is a conflict between employees for vacation then seniority will govern.

20.06 Employees may carry over into the next calendar year a maximum of eighty (80) hours of vacation time earned. Requests for carry over are to be made no later than October 15th of the current vacation year. In considering such requests, the Employer shall give every consideration to its operational requirements. More than 80 hours may be carried over due to extenuating circumstances, with mutual agreement between the employer and employee.

It is understood that payout of any vacation monies is calculated at the rate of pay at which it was accrued, and such payout will be paid by separate deposit.

ARTICLE 21 - LEAVES OF ABSENCE

21.01 Union Leave

Where permission has been granted to representatives of the Union to leave their employment temporarily in order to carry on negotiations with the Employer, they shall suffer no loss of pay for the time so spent up to but not including conciliation.

The President of the Local, National Rep and three (3) members as per their By-Laws shall form the union negotiating committee. The Employer shall have an equal number of representatives on their negotiating committee.

21.02 Union Leave without loss of pay and without loss of seniority shall be granted upon the request to the Employer and subject to operational demands, to employees elected or appointed to represent the Union, at union functions or for union related business. Such time shall not exceed a total of twenty (20) workdays in any calendar year for each employee. The employee(s) will receive their regular pay during said leave from the Employer who will bill the local Union for reimbursement.

A leave of absence without loss of pay and without loss of seniority shall be granted to a member that has been appointed to a CUPE Ontario or CUPE National committee or elected position.

21.03 Bereavement Leave

Bereavement leave with full pay will be provided during the Employer's regularly scheduled work days as follows:

- (a) Regular full-time employees shall receive ten (10) regular scheduled workdays' leave for spouse, parent, child and sibling, to be taken in succession without loss of pay.
- (b) Regular full-time employees shall receive three (3) regular scheduled workdays' leave for in-laws (parent, child, and sibling) grandparents, grandchild, to be taken in succession without loss of pay.

- (c) One (1) regular scheduled workday for an aunt, uncle, niece, nephew, or spouse's grandparent.
- (d) Notwithstanding the above, part-time, and temporary employees shall be entitled to bereavement days, but such bereavement days shall be pro-rated in accordance with their regular scheduled work week versus the normal work week of the Employer.
- (e) Where burial occurs outside of Ontario, the bereavement leave may also include the employee's reasonable travelling time, not exceeding four (4) days in addition to the three (3) or ten (10) days' bereavement leave noted above, but the employee shall not be paid for more than three (3) or ten (10) days' pay as set out herein above.
- (f) For the above common law and step relationships shall be recognized and relations listed include those regardless of gender.

An employee who has to use bereavement leave during a period of vacation shall have that portion of vacation considered bereavement leave.

21.04 **Float Time**

Float time is paid time off that an employee can choose when to take. This time "floats" to the time the employee chooses. Float time is not eligible for premium or overtime pay and cannot be carried over to the next year.

The Employer shall grant twenty-four (24) hours of float time with pay per year for full-time employees to be used at a time mutually agreed between the employee and supervisor. Payment for the float time for part-time employees is included as part of the percentage-in-lieu of benefits (see Article 4.01 (g)). An employee shall make their written request for the float time five (5) working days prior to the proposed date. When an employee has exhausted their available float time, additional requests for time off will fall under unpaid Personal Leave.

For new employees, the allocation of float time will be pro-rated based on their start date in their first year of work and/or active service. Upon hire, float time will be pro-rated on the number of months.

21.05 **Unpaid Personal Leave**

The Employer may grant leave of absence without pay and without loss of seniority for a period of not more than twenty (20) working days to any employee requesting such leave for good and sufficient cause. Such written request must be approved by the respective Department Head or designate, or the Chief Administrative Officer. Such approval shall consider the efficient operation of the employee's department and shall not be unreasonably withheld. Any personal leave granted in excess of twenty (20) working days' leave shall be without pay and with no accumulation of seniority.

21.06 Pregnancy and Parental Leave

Employees shall be granted a leave of absence for pregnancy, adoption or parenting in accordance with the Employment Standards Act of Ontario. Employees who qualify for pregnancy benefits under the Employment Insurance Act shall be eligible for a supplementary Pregnancy Benefit for a maximum of fifteen (15) weeks, equal to the difference between benefits payable under the Employment Insurance Act and seventy-five (75%) percent of the employee's regular pay. Vacation credits will continue to accrue while an employee is on a pregnancy, adoption or parental leave, provided the employee returns to work. Vacation pay will be based on time worked. Statutory holidays will be paid if an employee meets the requirements of Section 25(1) (b) of the Employment Standards Act (i.e. the employee must have worked on at least twelve days during the four weeks immediately preceding the public holiday).

Employees who qualify for parental benefits under the Employment Insurance Act shall be eligible for a supplementary Parental Benefit for the period of time they are in receipt of parental benefits under the Employment Insurance Act to a maximum of twenty (20) weeks, equal to the difference between benefits payable under the Employment Insurance Act and seventy-five (75%) percent of the employee's regular pay. Where an employee elects to receive parental leave benefits pursuant to Section 12(3)(b)(ii) of the Employment Insurance Act, the amount of any Supplemental Unemployment Benefit payable by the Employer will be no greater than what would have been payable had the employee elected to receive the parental leave benefit pursuant to Section 12(3)(b)(i) of the Employment Insurance Act. Vacation credits will continue to accrue while an employee is on a pregnancy, adoption or parental leave provided the employee returns to work. Vacation pay will be based on time worked. Statutory holidays will be paid if an employee meets the requirements of Section 25(1) (b) of the Employment Standards Act (i.e. the employee must have worked on at least twelve days during the four weeks immediately preceding the public holiday).

21.07 Jury or Court Witness Duty

The Employer shall grant leave of absence without loss of seniority or loss of pay to an employee who serves as a juror or has been subpoenaed as a witness in Court. The employee shall pay to the Employer any monies received for such jury or witness duty excluding payment for travelling, meals, or other expenses. The employee will present proof of service and the amount of pay received.

ARTICLE 22 - WAGES SCHEDULE AND CLASSIFICATIONS

22.01 The occupational classifications and the corresponding wage rates set out in Schedule "A" attached to this Agreement are hereby established as the classifications and wages rates for the employees covered by this Agreement.

- 22.02 When new positions are created or current positions reclassified, the Employer will advise the Union in advance of the nature of the position and the proposed salary rate. If the Union is not satisfied with the wage rate, the Union shall notify the Manager of Human Resources or designate within thirty (30) days of notification of the new rates. Negotiations of the rates shall commence through the Joint Job Evaluation Committee. Failing settlement on the rates, the dispute shall be subject to the grievance and arbitration procedure as provided in Article 12, and such new or changed classification and wage rate shall become part of this Agreement.
- 22.03 When an employee temporarily fills in for a higher paying classification for three (3) hours or more, they shall receive the pay for that classification at their current step on the grid.
- 22.04 Any assignment of work which permits an employee to receive an increase in their hourly, daily or weekly earnings shall be made on the basis of seniority within the classification, provided they meet the required skills and abilities.
- 22.05 The Employer shall pay salaries and wages every second Thursday in accordance with Schedule "A" attached hereto and forming part of this Agreement. However, in order to accommodate direct deposit, those in Water and Wastewater Services, Development Services, and Operations shall be paid salaries and wages every second Friday with a statement of wages and deductions being provided on the preceding day. On each payday each employee shall be electronically provided with an itemized statement of their wages and deductions, barring any unforeseen technical issues. Both parties acknowledge that software issues may delay distribution of pay stubs on Thursdays and/or Fridays, and that the Employer will communicate these delays to the employees.

Should a payroll error occur resulting in the underpayment of an employee's regular pay, the error shall be corrected and paid to the employee within 3 working days of the error being brought to the employer's attention.

- 22.06 If applicable, step increases will be awarded to each employee on the anniversary of their last date of hire in their current role .
- 22.07 A daily forty dollar (\$40.00) premium will be paid to any employee who accepts the Operator-in-overall Responsibility assignment. This assignment of work will be offered to employees holding the necessary qualifications in order of seniority and on a rotational basis. In the event that no employee accepts the assignment, management retains the right to appoint someone.

ARTICLE 23 - BENEFITS

23.01 Pension

It shall be a condition of employment that all new employees, as defined in this Agreement, shall be covered by the Ontario Municipal Employees Retirement System

Basic Pension Plan with conditions and cost sharing as required by the system.

Hospital and Medical Benefits

- 23.02 The Employer shall pay one hundred (100%) of the premium costs of an extended health benefit plan with a ten/twenty-five dollars (\$10/\$25) deductible, semi-private coverage while in hospital for each employee of the plan and one hundred percent (100%) reimbursement by the benefits carrier for listed drugs on the Ontario Drug Benefit (ODB) formulary and eighty percent (80%) for all other drugs eligible for reimbursement by the plan beginning January 1, 2018. The plan also includes a drug dispensing fee cap of twelve dollars (\$12) per prescription.

The Employer shall provide survivor benefits for one (1) year to dependents of employees actively enrolled in the Extended Health Care Benefit Plan at the time of death.

Paramedical Services will include Registered Massage Therapist, Physiotherapist Services, Chiropractic Services and Speech Therapy. The annual maximum allowable limit will be one thousand five hundred dollars (\$1,500) combined for Paramedical Services including Registered Massage Therapy, Physiotherapy Services, Chiropractic Services and Speech Therapy.

- 23.03 The Employer shall pay three hundred and fifty dollars (\$350.00), every twenty-four (24) months, for employee and dependent coverage for Vision Care and one (1) eye exam, if required, every two years to a maximum of one hundred dollars (\$100.00) per employee and dependent coverage.
- 23.04 Employer agrees to pay one hundred percent (100%) of the premium costs of Extended Health Care Benefits after five (5) years of full-time service for retirees to age sixty-five (65).

The Employer will provide seventy-five percent (75%) of the premium cost of the Blue Cross Dental Plan #9, or equivalent, at the current O.D.A. Fee Schedule which may be subject to change from time to time. The Blue Cross Dental plan will provide 50% reimbursement by the benefits carrier up to a one thousand five hundred dollar (\$1,500.00) per plan member (including dependents) lifetime orthodontic coverage and to provide 50% reimbursement by the benefits carrier up to a one thousand five hundred dollar (\$1,500.00) per year per plan member (including dependents) for major restorative dental coverage (dentures, crowns, onlays, bridges).

- 23.05 Life Insurance shall be at the rate of one and a half (1.5) times the employee's annual salary to a maximum benefit of one hundred and twenty-five thousand dollars (\$125,000) as per current benefit booklet.

Accidental Death and Dismemberment Insurance shall be at the rate of one and a half (1.5) times the employee's annual salary to a maximum benefit of one hundred and twenty-five thousand dollars (\$125,000).

23.06 It is understood that any future employment insurance rebate the employer receives, will be applied to offset current benefits costs.

ARTICLE 24 – SICK LEAVE/SHORT TERM/LONG TERM DISABILITY

24.01

(a) Sick leave:

Employees are entitled to eighty (80) hours non-cumulative paid sick leave due to medical appointments, illness or injury of themselves in the calendar year, of which up to forty (40) hours can be used for family medical appointments, illness or injury related to spouse/partner or dependent children.

Sick leave credits will be prorated in the year as follows:

- In an employee's first year of enrolment in the plan
- In the case of transfer to a different sick leave plan in the corporation

A certificate from a qualified medical practitioner will be required in the following circumstances:

- Upon the fourth (4th) consecutive day of disability to be provided to the Short Term Disability carrier as per their requirements as outlined below
- After the Employee has exhausted their eighty (80) hours non-cumulative paid sick leave.

When calling in sick, employees will give their supervisor no less than thirty (30) minutes notice. Failure to provide such notice or produce the certificate required may result in benefits being withheld.

(b) Short Term Disability:

STD Plan – The Employer shall provide a Short Term Disability plan for all full-time employees with three (3) months' continuous service (referred to as "employee" throughout this Article), for an employee who suffers a disability due to non-occupational accident or illness, subject to the terms and conditions as set out below;

If the employee becomes totally disabled while covered and meets the eligibility criteria, they will be eligible to receive a benefit per the following the schedule:

<u>Service</u>	<u>100% Benefits</u>	<u>% Benefits</u>
3 months to 1 year	0 week	55% salary up to 17 weeks
1 year to 3 years	2 weeks	67% salary up to 15 weeks
3 years to 4 years	5 weeks	70% salary up to 12 weeks
4 years to 5 years	8 weeks	75% salary up to 9 weeks
5 years to 6 years	12 weeks	80% salary up to 5 weeks
More than 6 years	17 weeks	

Definition of Totally Disabled: a restriction or lack of ability due to an illness or injury which prevents you from performing the essential duties of your own occupation.

Maximum Benefit Period: seventeen (17) weeks

Qualifying Period: none if disability is due to an accident Or hospitalization, 4th day if due to illness.

Recurrent Disability: If an employee becomes totally disabled again from the same or related causes within thirty (30) days from the end of the period for which Short Term Disability (STB) benefits were paid, the disability will be treated as a continuation of their previous disability.

During the qualifying period prior to STD benefits, an employee may continue receiving full pay by drawing on earned sick leave credits or once such credits are exhausted, banked overtime credits or earned vacation credits. In absence of any of the above, the employee may be granted time off without pay.

An employee in receipt of Short Term Disability will continue to be eligible for coverage of all benefits, including pension, in the collective agreement under Article 23.

The above plan will be fully funded by the Employer.

The Employee shall submit such periodic reports on their condition as required by the plan.

The Employer will advance/pay a maximum of four (4) weeks of STD during the first 4-week period of a STD claim prior to the STD claim being approved (exceptions may be approved by HR based on extenuating circumstances). STD payments will stop at that point if the claim has not yet been approved. If the claim is ultimately approved for STD for any period of time STD payments were not paid beyond the 4th week, the Employer will pay the Employee the appropriate STD payments retroactively. The Employee shall re-pay any and all applicable STD monies previously advanced/paid by the Employer should an STD claim not be approved.

24.02 Long Term Disability Plan

The LTD Plan will provide a benefit level of sixty-six and two-thirds percent (66 2/3%) of the monthly earnings, to a maximum benefit of four thousand five hundred dollars (\$4,500.00) per month up to age sixty-five (65) or date of recovery with a twenty-four (24) month own occupation definition and a waiting period of seventeen (17) weeks. Employees should be aware that this is a taxable benefit and tax will not be deducted at source.

The cost of the above plan will be paid one hundred percent (100%) by the Employer.

24.03 Substance Use Disorders

If either the Union or the Employer identifies an employee whom they have reason to believe may have a substance disorder, the parties agree to co-operate in assisting the employee to obtain treatment and rehabilitation. Where needed, or where short-term disability has been exhausted, the Employer will grant an unpaid leave of absence for up to three (3) months.

It is agreed that each case will be handled confidentially as in any other kind of illness. The employee in either case will receive the same consideration and benefits as are provided to employees afflicted with any other illness.

ARTICLE 25 – CLOTHING ALLOWANCE AND BOOT ALLOWANCE

25.01 Clothing Allowance

An employee required by the Employer to wear safety clothing will be provided such as necessary to do the job provided that these employees are currently in active service with the Employer.

For new employees, the Employer will request that sizing be provided in advance so that the following items can be provided to the Employee on their first day of work. For current employees, replacement items will be provided on an as-needed basis. Clothing is not to be purposefully altered or damaged by employees. It is understood that this safety clothing shall be worn for work purposes only. Requirements vary between departments, as well as whether staff are full-time or part-time. The charts below outline the minimum allocations.

Legislated PPE (re. gloves, hard hats, breakaway safety vests) is provided when required, and is not itemized in the clothing allowance listed below.

NEW AND CURRENT PERMANENT FULL-TIME EMPLOYEES

Clothing Item	Operational Services	Waste and Wastewater Services	Recreation and Community Services & Physical Properties	By-Law Officers	Building Inspectors and Construction Inspectors
Safety Footwear	See Article 25.02 below				
Rubber Boots (Green Patch Certified)	1 pair	1 pair	1 pair	N/A	1 pair
Rubber Boots (CSA-approved and insulated winter boots)	1 pair	1 pair	1 pair	N/A	N/A
Pants	Cargo style 4 pairs	Cargo style 4 pairs	Cargo style 4 pairs	Cargo style 4 pairs	Cargo style 4 pairs
High-Vis Summer Overalls	1	1	N/A	N/A	N/A
High-Vis Winter Overalls (insulated)	1	1	1	N/A	N/A
Spark-resistant Coveralls	2 pairs for Fleet Technicians, only	N/A	N/A	N/A	N/A
Shirts (Employee may choose between short- or long-sleeve shirts)	N/A	N/A	5 in total	N/A	N/A
Collared Shirts (Employee may choose between short- or long-sleeve shirts)	N/A	N/A	N/A	5 in total	5 in total
Sweatshirts	N/A	N/A	1	1	1
High-Vis Shirts (Employee may choose between short- or long-sleeve shirts)	5 in total	5 in total	N/A	N/A	N/A
High-Vis Spring Jacket or High-Vis Sweatshirt (may or may not have a hood)	1	1	N/A	N/A	N/A
High-Vis Winter/Spring (2-in-1) Jacket (Employee may choose length)	1	1	1	1	1
Rain Suit	1	1	1	N/A	N/A
Ballcap	N/A	N/A	1	1	1

NEW AND CURRENT PERMANENT PART-TIME

Clothing Item	Operational Services	Waste and Wastewater Services	Recreation and Community Services & Physical Properties	By-Law Officers	Building Inspectors and Construction Inspectors
Safety Footwear	See Article 25.02 below				
Rubber Boots (Green Patch Certified)	1 pair	1 pair	1 pair	N/A	N/A
Rubber Boots (CSA-approved and insulated winter boots)	N/A	N/A	N/A	N/A	N/A
Pants	Cargo style 3 pairs	Cargo style 3 pairs	Cargo style 3 pairs	Cargo style 3 pairs	Cargo style 3 pairs
High-Vis Summer Overalls	May be included in allocation of 'Pants'	May be included in allocation of 'Pants'	May be included in allocation of 'Pants'	N/A	N/A
High-Vis Winter Overalls (insulated)	May be included in allocation of 'Pants'	May be included in allocation of 'Pants'	May be included in allocation of 'Pants'	N/A	N/A
Shirts (Employee may choose between short- or long-sleeve shirts)	N/A	N/A	3 in total	N/A	N/A
Sweatshirts	N/A	N/A	1	1	1
Collared Shirts (Employee may choose between short- or long-sleeve shirts)	N/A	N/A	N/A	3 in total	3 in total
High-Vis Shirts (Employee may choose between short- or long-sleeve shirts)	3 in total	3 in total	N/A	N/A	N/A
High-Vis Spring Jacket or High-Vis Sweatshirt (may or may not have a hood)	1	1	N/A	N/A	N/A
High-Vis Winter/Spring (2-in-1) Jacket (Employee may choose length)	1	1	1	1	1
Rain Suit	1	1	1	N/A	N/A
Ballcap	N/A	N/A	1	1	1

25.02 Boot Allowance (Green Patch Certified)

New And Current Permanent Full-Time Employees

Upon hire, all permanent full-time employees requiring safety footwear will receive a boot allowance of up to three hundred dollars (\$300.00) per year upon provision of receipts (this allowance will be pro-rated to months of active service in the first year of hire). Employees must be in active service to receive their boot allowance. If the employee leaves the Employer for whatever reason within three (3) months of starting their employment, the Employer shall be fully reimbursed for its expenditures related to safety footwear. Such reimbursement shall be deducted from the employee's last pay.

New And Current Permanent Part-Time And All Temporary Employees

Upon hire, permanent part-time and all temporary employees required by the Employer to wear green patch safety footwear shall be eligible for reimbursement of fifty percent (50%) of the safety footwear allowance noted above. Landfill Attendants will be reimbursed for the same amount every third year. Employees must be in active service to receive their boot allowance. If the employee leaves the employ of the Employer for whatever reason within three (3) months of starting their employment, the Employer shall be fully reimbursed for its expenditures related to safety footwear. Such reimbursement shall be deducted from the employee's last pay.

25.03 County-Branded Clothing

An employee required to wear County-branded clothing will be provided this clothing and any replacements on an as-needed basis.

25.04 CUPE Hoodie

In addition, all new inside and outside employees will be provided with one (1) hoodie following the successful completion of their probationary period.

ARTICLE 26 – HEALTH AND SAFETY

26.01 The Corporation of the County of Prince Edward is committed to protecting its employees from work-related injury and illness and will take every reasonable precaution to fulfill this commitment. The Corporation recognizes and accepts the responsibility of implementing and maintaining a safe and healthy work environment and will encourage active participation in health and safety by all The Corporation of the County of Prince Edward employees.

Without limiting anything mentioned above, the Employer shall:

- (i) provide and maintain workplaces, equipment, work methods and tools that are safe and without risk to health;
- (ii) inform its employees and their Union representative of any situation relating to their work which may endanger their health and safety, as soon as it learns of the said situation;
- (iii) inform employees adequately regarding the risks relating to their work, and provide appropriate training and supervision so that the employees have the skills and knowledge necessary to safely perform the work assigned to them;
- (iv) provide the equipment, clothing and devices deemed necessary to prevent injury, except where the Collective Agreement provides for employee allowances to cover the cost of personal protective clothing, and ensure that employees use the said equipment, clothing and devices on the job. Employees shall be instructed and trained in its care, use and limitations before wearing or using it for the first time and where necessary thereafter and the Employee will participate in such instruction and training;
- (v) ensure that the necessary investigations, inspections and analyses are carried out, and co-operate with any health and safety committee established in accordance with this article, when there are situations liable to endanger the health or safety of employees;
- (vi) take, without delay, all the measures necessary to prevent or correct a situation liable to endanger the health and safety of employees, or liable to compromise the environment, as soon as this situation is brought to its attention.

26.02 The Employer shall provide and maintain stocked First-Aid kits which shall be kept in clean and sanitary dust-proof containers. A kit shall be available in each worksite.

26.03 An employee who is injured during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of the day at the regular rate of pay without deduction from sick leave.

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

26.05 The Employer will assist any employee who is filing a claim under the *Workplace Safety and Insurance Act* to ensure that the employee's claim is filed appropriately.

26.06 The Employer shall top up WSIB payments to ensure that members maintain regular income for the duration of accepted WSIB claim. The Employer shall continue to administer payroll and the employee and employer contributions to OMERS as usual. For clarity, in doing so the employer will deduct and remit the employee's contributions to OMERS as usual and will remit them with the matching employer contributions to OMERS on behalf of any employee on an accepted WSIB claim.

ARTICLE 27 - GENERAL

27.01 Bulletin Boards

The Employer shall provide one (1) bulletin board at each municipal building site which shall be placed so that all employees will have access to it and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

27.02 Immunization

The Employer shall pay the cost of immunizing employees against contagious disease likely to be contracted at work.

27.03 On the prior approval of the Chief Administrative Officer or designate, the Employer agrees to reimburse one hundred percent (100%) of all fees and text books when an employee attends and successfully completes night school or any special day course or seminars that are job-related.

Where employees are requested by the Employer to take courses to upgrade or acquire new employment qualifications, upon successful completion of such training, the Employer agrees to reimburse one hundred percent (100%) of the tuition fees and text book costs associated with such courses. In the event the employee leaves the employ of the Employer within two (2) years of the completion of such training, the employee shall reimburse 50% of the Employer's contribution to the tuition fees and books.

If an employee is requested by the Employer to write examinations to upgrade the employee's employment qualifications, the employee shall be granted a leave of absence with pay and without loss of seniority and benefits for such purposes.

27.04 Training

Employees may attend such conventions, conferences and educational courses as are approved by the Employer. The Employer shall reimburse the employee for approved expenses and there will be no loss of salary or seniority. Prior approval of the immediate supervisor is required by the employee for each occasion.

Employees may request a leave with or without pay to attend courses that have not been approved for other expenses.

27.05 Licence Fees

With the exception of an employee's own driver's licence, the Employer shall reimburse employees for the renewal of licences and endorsements which are required in the performance of their duties.

27.06 All employees shall have and maintain valid licences and endorsements related to their work. An employee shall be responsible to report the loss of any licences and/or endorsements to that employee's immediate supervisor. Failure of an employee to maintain their required licences and/or endorsements shall result in the employee being laid off. Provided the employee has not lost seniority and has reacquired their licences and/or endorsements, they shall be recalled to their position.

27.07 Meal Allowance

An employee working their shift at least two (2) hours after normal quitting time, any day, shall be allowed a one-half (½) hour meal break. The employee will receive a twenty-dollar (\$20.00) meal allowance payment on the next regular payday.

27.08 Vehicle Allowance

Should an employee use their personal vehicle for work related business, the Employer agrees to pay an allowance at the current Canada Revenue Agency mileage rate.

27.09 All retroactivity shall be paid within sixty (60) working days following receipt of notification of ratification by both parties and, if so paid, shall not bear interest. If retroactivity is not paid within seventy-five (75) working days, then thereafter, interest, calculated on the basis of the most recent previous Bank of Canada prime rate announcement, will be paid.

The parties also agreed that the employees will be provided a detailed summary of their retroactivity, including the retroactivity as it relates to regular hours work and overtime hours worked. The retroactive payment will be paid by separate payment either on the usual pay date or the Thursday or Friday of the non-pay week. The exact payment date will be mutually agreed upon by the Employer and the union within the 60 working day timeframe.

27.10 Technological Change

A "technological change/shift" means the introduction and use in the workplace of new machines, equipment, and/or computer programs or software (e.g. Artificial intelligence) which result in significantly different work duties, reduction of hours, or elimination of positions.

Should a technological change/shift make it necessary for an employee to acquire additional or greater skills in order to perform the duties of their position or a new position created by the changes covered in Article 27.12, the affected employee shall receive the required on-the-job-training or, if the employer deems necessary, training elsewhere at the cost of the employer.

An employee who is displaced from their regular position because of technological change or shift and cannot be retrained as above or accommodated without undue hardship to the employer shall have access to the layoff provisions laid out in Article 16 herein.

27.11 Joint Job Evaluation

The parties agree that they will maintain a joint job evaluation program pursuant to the agreed upon terms of reference for the purposes of maintaining a single gender-neutral job evaluation plan in the bargaining unit. The Terms of reference for the Job evaluation program will be reviewed at least once every 5 years.

MARKET COMPARATORS

The following neighbouring municipalities will be used for assessment as market comparators of the Corporation: City of Kingston, City of Belleville, City of Quinte West, Loyalist Township, Lennox & Addington County and Hastings County. Others will be used on an as needed basis.

ARTICLE 28 – DURATION OF AGREEMENT

28.01 This Agreement shall be effective from the 1st day of April, 2024 and will remain in full force and effect until the 31st day of March 2027 and will continue in force from year to year thereafter unless written notice shall have been given by one Party to the other within ninety (90) days prior to the termination date of any subsequent annual extension, that it is desired to terminate or amend this Agreement.


Executed By The Duly Authorized Representatives Of The Parties

SIGNED this _____ day of _____ 2025.


SIGNED ON BEHALF OF THE
CORPORATION OF THE
COUNTY OF PRINCE EDWARD


Angela Finlay (2025-08-25 15:00:28 EDT)


Angela Finlay


Tabitha Keast (2025-08-25 15:05:39 EDT)

Tabitha Keast



Adam Goheen (2025-08-26 15:17:44 EDT)

Adam Goheen



Steve Ferguson (2025-08-26 15:33:57 EDT)

Steve Ferguson

SIGNED ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 2275


Jason Young (2025-08-25 19:35:34 EDT)

Jason Young


Erin Forestell


Brandon Peever (2025-08-25 18:23:12 EDT)

Brandon Peever


Kirsten Simpson (2025-08-25 20:16:53 EDT)

Kirsten Simpson

WAGE GRID

WAGES EFFECTIVE APRIL 1, 2024 5% increase (per hour) Positions in brown are no longer active.			Inside-I Outside- O				
Grid	Range	Title		Step 1	Step 2	Step 3	Step 4
1	301-400	Custodian	O	\$22.37	\$22.70	\$23.06	\$23.37
2	401-450	Labourer - Parks	O	\$23.48	\$23.84	\$24.19	\$24.57
3	451-500	VACANT		\$24.60	\$24.97	\$25.35	\$25.74
4	501-550	Operator I (Labourer - Operations) Landfill Attendant	O O	\$24.95	\$25.34	\$25.73	\$26.11
5	551-600	Utility Billing Clerk	I	\$25.69	\$26.07	\$26.49	\$26.89
		Recreation Attendant	O				
		Booking Representative	I				
		Building Maintenance	O				
		Exhibit Development, Inventory & Collections Mgmt. Assistant	I				
6	601-700	Secretary/Receptionist-H.J. McFarland Home	I	\$26.41	\$26.83	\$27.25	\$27.68
		Revenue Services Representative	I				
		Operator II (Driver - Roads)	O				
		Operations Clerk	I				
		Accounts Payable Clerk	I				
		Water/Sanitary Clerk	I				
		Administrative Assistant	I				
		Programming and Events Lead (RCF)	I				
7	701-750	Accounts Payable Clerk -- Corporate	I	\$27.74	\$28.17	\$28.60	\$29.05
		Revenue Services Coordinator	I				
		Operator III - Roads	O				
		Edward Building Customer Service Representative	I				
		Secretary Clerical Fire Department	I				
		Communications Assistant	I				
		Legislative and Customer Service Specialist	I				
		Roads Technical Compliance and Patrol	O				
8	751-800	Payroll Clerk	I	\$29.20	\$29.69	\$30.16	\$30.60
		Corporate Customer Service Coordinator	I				
		Accounts Payable/Accounts Receivable Clerk	I				
		POA (Provincial Offenses Administration) Clerk	I				
		Revenue Services Clerk	I				
		Council and Committee Coordinator	I				
		Customer Service Representative-Labourer (WWS)	O				
		Programs and Services Assistant	I				

9	801-850	Accounting Clerk CBCO In Training Tax and Revenue Services Administrator Purchasing Control Clerk By-Law Enforcement Officer GIS Data Analyst Secretary/Treasurer (Development Services) By-Law Services Coordinator Applications & Logistics Coordinator (Base 31) Transit Coordinator IT Help Desk Technician Housing Programs Coordinator Float Operator (WWS) Environmental Technician	I I I I I I I I I I I I I O O	\$31.15	\$31.64	\$32.14	\$32.62
10	851-950	Water Services Operator Wastewater Services Operator Civil Engineering Technologist Damage Prevention Technician Mechanic & Fleet Technician Operations Technician Planner I	O O I O O I I	\$31.86	\$32.37	\$32.88	\$33.37
11	951-1000	Compliance Technician Budget & Financial Analyst Foreman -- Community Centres Foreman -- Facilities Maintenance Foreman -- Operations Foreman -- Open Spaces Financial & Accounting Analyst Building Inspector, Level I	O I O O O O I I	\$33.37	\$33.92	\$34.41	\$34.94
12	1001-1050	Certified Building Code Official Mechanical Inspector Chief Operator -- Water Services GIS Coordinator Instrumentation & Integration Technician/Operator Network Administrator Intermediate Planner Server/Database Administrator Senior Fleet Technician Asset and Infrastructure Specialist POA Coordinator Senior Water Services Operator Senior Wastewater Services Operator	I I O I O I I I I O I I O O	\$34.83	\$35.39	\$35.94	\$36.51
13	1151-1200	Planner II Building Inspector II Construction Inspector	I I I	\$40.54	\$41.00	\$41.43	\$41.86

		WAGES EFFECTIVE APRIL 1, 2025 6% increase (per hour) Positions in brown are no longer active.	Inside-I Outside- O				
Grid	Range	Title		Step 1	Step 2	Step 3	Step 4
1	301-400	Custodian	O	\$23.71	\$24.06	\$24.44	\$24.77
2	401-450	Labourer - Parks	O	\$24.89	\$25.27	\$25.64	\$26.04
3	451-500	VACANT		\$26.08	\$26.47	\$26.87	\$27.28
4	501-550	Operator I (Labourer - Operations) Landfill Attendant	O O	\$26.45	\$26.86	\$27.27	\$27.68
5	551-600	Utility Billing Clerk Recreation Attendant Booking Representative Building Maintenance Exhibit Development, Inventory & Collections Mgmt. Assistant	I O I O I	\$27.23	\$27.63	\$28.08	\$28.50
6	601-700	Secretary/Receptionist-H.J. McFarland Home Revenue Services Representative Operator II (Driver - Roads) Operations Clerk Accounts Payable Clerk Water/Sanitary Clerk POA Clerk Administrative Assistant Programming and Events Lead (RCF)	I I O I I I I I I	\$27.99	\$28.44	\$28.89	\$29.34
7	701-750	Accounts Payable Clerk -- Corporate Revenue Services Coordinator Operator III - Roads Edward Building Customer Service Representative Secretary Clerical Fire Department Communications Assistant Legislative and Customer Service Specialist Roads Technical Compliance and Patrol	I I O I I I I O	\$29.40	\$29.86	\$30.32	\$30.79
8	751-800	Payroll Clerk Corporate Customer Service Coordinator Accounts Payable/Accounts Receivable Clerk POA (Provincial Offenses Administration) Clerk Revenue Services Clerk Council and Committee Coordinator Customer Service Representative-Labourer (WWS) Programs and Services Assistant	I I I I I O I	\$30.95	\$31.47	\$31.97	\$32.44

9	801-850	Accounting Clerk CBCO In Training Tax and Revenue Services Administrator Purchasing Control Clerk By-Law Enforcement Officer GIS Data Analyst Secretary/Treasurer (Development Services) By-Law Services Coordinator Applications & Logistics Coordinator (Base 31) Transit Coordinator IT Help Desk Technician Housing Programs Coordinator Float Operator (WWS) Environmental Technician	I I I I I I I I I I I I I O O	\$33.02	\$33.54	\$34.07	\$34.58
10	851-950	Water Services Operator Wastewater Services Operator Civil Engineering Technologist Damage Prevention Technician Mechanic & Fleet Technician Operations Technician Planner I	O O I O O I I	\$33.77	\$34.31	\$34.85	\$35.37
11	951-1000	Compliance Technician Budget & Financial Analyst Foreman -- Community Centres Foreman -- Facilities Maintenance Foreman -- Operations Foreman -- Open Spaces Financial & Accounting Analyst Building Inspector, Level I	O I O O O O I I	\$35.37	\$35.96	\$36.47	\$37.04
12	1001-1050	Certified Building Code Official Mechanical Inspector Chief Operator -- Water Services GIS Coordinator Instrumentation & Integration Technician/Operator Network Administrator Intermediate Planner Server/Database Administrator Senior Fleet Technician Asset and Infrastructure Specialist POA Coordinator Senior Water Services Operator Senior Wastewater Services Operator	I I O I O I I I I O I I O O	\$36.92	\$37.51	\$38.10	\$38.70
13	1151-1200	Planner II Building Inspector II Construction Inspector	I I I	\$42.97	\$43.46	\$43.92	\$44.37

		WAGES EFFECTIVE APRIL 1, 2026 2% increase (per hour) Positions in brown are no longer active.	Inside-I Outside- O				
Grid	Range	Title		Step 1	Step 2	Step 3	Step 4
1	301-400	Custodian	O	\$24.18	\$24.54	\$24.93	\$25.27
2	401-450	Labourer - Parks	O	\$25.38	\$25.78	\$26.15	\$26.57
3	451-500	VACANT		\$26.59	\$26.99	\$27.41	\$27.83
4	501-550	Operator I (Labourer - Operations) Landfill Attendant	O O	\$26.97	\$27.40	\$27.82	\$28.22
5	551-600	Utility Billing Clerk Recreation Attendant Booking Representative Building Maintenance Exhibit Development, Inventory & Collections Mgmt. Assistant	I O I O I	\$27.77	\$28.18	\$28.63	\$29.07
6	601-700	Secretary/Receptionist-H.J. McFarland Home Revenue Services Representative Operator II (Driver - Roads) Operations Clerk Accounts Payable Clerk Water/Sanitary Clerk POA Clerk Administrative Assistant Programming and Events Lead (RCF)	I I O I I I I I I	\$28.55	\$29.01	\$29.47	\$29.93
7	701-750	Accounts Payable Clerk – Corporate Revenue Services Coordinator Operator III - Roads Edward Building Customer Service Representative Secretary Clerical Fire Department Communications Assistant Legislative and Customer Service Specialist Roads Technical Compliance and Patrol	I I O I I I I O	\$29.99	\$30.46	\$30.93	\$31.41
8	751-800	Payroll Clerk Corporate Customer Service Coordinator Accounts Payable/Accounts Receivable Clerk POA (Provincial Offenses Administration) Clerk Revenue Services Clerk Council and Committee Coordinator Customer Service Representative (WWS) Programs and Services Assistant	I I I I I O I	\$31.57	\$32.10	\$32.61	\$33.09

9	801-850	Accounting Clerk CBCO In Training Tax and Revenue Services Administrator Purchasing Control Clerk By-Law Enforcement Officer GIS Data Analyst Secretary/Treasurer (Development Services) By-Law Services Coordinator Applications & Logistics Coordinator (Base 31) Transit Coordinator IT Help Desk Technician Housing Programs Coordinator Float Operator (WWS) Environmental Technician	I I I I I I I I I I I I O O	\$33.68	\$34.21	\$34.75	\$35.27
10	851-950	Water Services Operator Wastewater Services Operator Civil Engineering Technologist Damage Prevention Technician Mechanic & Fleet Technician Operations Technician Planner I	O O I O O I I	\$34.45	\$35.00	\$35.55	\$36.08
11	951-1000	Compliance Technician Budget & Financial Analyst Foreman -- Community Centres Foreman -- Facilities Maintenance Foreman -- Operations Foreman -- Open Spaces Financial & Accounting Analyst Building Inspector, Level I	O I O O O O I I	\$36.08	\$36.68	\$37.20	\$37.78
12	1001-1050	Certified Building Code Official Mechanical Inspector Chief Operator -- Water Services GIS Coordinator Instrumentation & Integration Technician/Operator Network Administrator Intermediate Planner Server/Database Administrator Senior Fleet Technician Asset and Infrastructure Specialist POA Coordinator Senior Water Services Operator Senior Wastewater Services Operator	I I O I O I I I I O I I O O	\$37.66	\$38.26	\$38.86	\$39.47
13	1151-1200	Planner II Building Inspector II Construction Inspector	I I I	\$43.83	\$44.33	\$44.80	\$45.26

SHIFT PREMIUMS AND ON-CALL RATES

PREMIUM	RATE	EFFECTIVE DATE
Weekend Premium	\$3.00/hour	April 1, 2024
Winter Second Shift	\$3.00/hour	April 1, 2024
Recreation Attendant Premium for Second Shift	\$1.50/hour	April 1, 2024
Lead Hand Premium	\$1.25/hour	April 1, 2025
Working Sub-Foreman Premium	\$2.00/hour	April 1, 2025
On-Call Rate*	\$35.00/day	April 1, 2025
	\$40.00/day	April 1, 2026
	*For an employee who is on-call on statutory holidays, an additional \$25.00 will be paid.	

SCHEDULE C - JURISDICTIONAL GROUPS

JURISDICTIONAL GROUP A	JURISDICTIONAL GROUP B	JURISDICTIONAL GROUP C	JURISDICTIONAL GROUP D
FINANCE & INFORMATION TECHNOLOGY, DEVELOPMENT SERVICES, CSPI	OPERATIONAL SERVICES, CORPORATE & LEGISLATIVE SERVICES, RECREATION & COMMUNITY FACILITIES	WATER AND WASTEWATER SERVICES	PART-TIME POSITIONS
Administrative Assistant AP/AR Clerk Applications & Logistics Coordinator Booking Coordinator Building Inspector Level I Building Inspector Level II By-Law Services Coordinator Civil Engineering Technologist Communications Assistant Construction Inspector Corporate Customer Service Coordinator Council & Committee Coordinator Edward Building Customer Service Rep Financial & Accounting Analyst GIS Coordinator GIS Data Analyst Housing Programs Coordinator Intermediate Planner IT Help Desk Technician Legislative & Customer Service Specialist Network Administrator Operations Clerk Planner I Planner II POA Clerk POA Coordinator Programs & Services Assistant Revenue Services Clerk Revenue Services Representative Secretary Clerical Fire Department Secretary/Treasurer Development Services Server/Database Administrator Transit Coordinator	Building Maintenance By-Law Enforcement Officer Damage Prevention Technician Environmental Technician Foreman - Community Centres (RCF) Foreman - Open Spaces (Ops) Foreman - Facilities Maintenance (RCF) Foreman - Operations (Ops) Mechanic and Fleet Technician Operations Technician Operator I (Labourer - Operations) Operator II (Driver - Roads) Operator III (Operator - Roads) Recreation Attendant (Full-Time) Roads Technical Compliance & Patrol Senior Fleet Technician	Asset & Infrastructure Specialist Customer Service Rep-Labourer Float Operator Instrumentation & Integration Technician/Water Services Operator Senior Operator - Wastewater Services Senior Operator - Water Services Wastewater Services Operator Water Services Operator	Custodian Exhibit Development, Inventory & Collections Management Asst. Landfill Attendant Programming & Event Lead Recreation Attendant (Part-Time)

LETTER OF UNDERSTANDING - RE: VOLUNTEERS

BETWEEN

THE CORPORATION OF THE COUNTY OF PRINCE EDWARD

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 2275

The Parties recognize the positive and substantial support to the community provided by dedicated volunteers. In consideration of the employees' concerns, it is understood that the use of volunteers will not displace or reduce bargaining unit members' employment.

SIGNED this _____ day of _____ 2025.


SIGNED ON BEHALF OF THE
CORPORATION OF THE
COUNTY OF PRINCE EDWARD


Angela Finlay (2025-08-25 15:00:28 EDT)


Angela Finlay


Tabitha Keast (2025-08-25 15:05:39 EDT)

Tabitha Keast



Adam Goheen (2025-08-26 15:17:44 EDT)

Adam Goheen


Steve Ferguson (2025-08-26 15:33:57 EDT)

Steve Ferguson


SIGNED ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 2275


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Jason Young


Erin Forestell

Erin Forestell


Brandon Peever (2025-08-25 18:23:12 EDT)

Brandon Peever


Kirsten Simpson (2025-08-25 20:16:53 EDT)

Kirsten Simpson

LETTER OF UNDERSTANDING

Between

The Corporation of the County of Prince Edward

And

The Canadian Union of Public Employees and its Local 2275

Re: Article 22 - WAGES SCHEDULE - MECHANIC & FLEET SERVICES and the SENIOR FLEET TECHNICIAN

Without prejudice or precedent to any Articles or Wage Grid - Schedule "A" in the CUPE Collective Agreement, The Corporation of the County of Prince Edward proposes a temporary increase to the wage structure set out in Appendix A of the current CUPE Collective Agreement for the position of Mechanic and Senior Fleet Technician. This temporary measure is to ensure that the compensation we offer to our staff is competitive with the local market by addressing wage discrepancies between The County and our comparators, allowing us to recruit and retain Mechanics/Fleet Technicians prior to the completion of the current term of the Collective Agreement.

The Employer proposes the following temporary amendment to the license/certification structure schedule: The addition of \$9.00 per hour to Step One of the current compensation grid, for an hourly rate of \$39.34. It is understood that the current wage rate for employees currently in this role and in the Senior Fleet Technician role, will also be increased by \$9.00 per hour, subject to the terms below.


The term of this temporary agreement came into effect November 18, 2024, and will be effective until the adjustment of the Wage Grid - Appendix A in the 2024 - 2027 Collective Agreement, unless otherwise amended by mutual agreement.

Unless otherwise indicated above, this Letter of Understanding shall not conflict with any other articles of the Collective Agreement or with Wage Grid - Schedule "A".

SIGNED ON BEHALF OF THE
CORPORATION OF THE
COUNTY OF PRINCE EDWARD


Angela Finlay (2025-08-25 15:00:28 EDT)

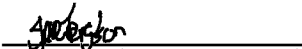
Angela Finlay


Tabitha Keast (2025-08-25 15:05:39 EDT)

Tabitha Keast

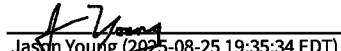

Adam Goheen (2025-08-26 15:17:44 EDT)

Adam Goheen

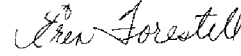

Steve Ferguson (2025-08-26 15:33:57 EDT)

Steve Ferguson


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LETTER OF UNDERSTANDING

Between

The Corporation of the County of Prince Edward

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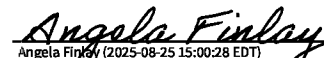
Re: Article 22.07 -WAGE SCHEDULE -APPENDIX A

Without prejudice or precedent to any Articles or Wage Grid - Schedule "A" in the CUPE Collective Agreement, The Corporation of the County of Prince Edward and CUPE Local 2275's Joint Job Evaluation Committee will update the Wage Grid -Appendix A at the conclusion of the 2024/2025 general maintenance cycle to reflect all of the changes that result from the review. These changes may include the movement of jobs through the grid, the archiving of jobs no longer active, amendments to the point spreads, amendments to the wage spread within steps, addressing missing grid levels, and any other item that the parties feel need to be addressed.

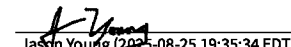
Unless otherwise indicated above, this Letter of Understanding shall not conflict with any other articles of the Collective Agreement.

SIGNED ON BEHALF OF THE
CORPORATION OF THE
COUNTY OF PRINCE EDWARD


SIGNED ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 2275


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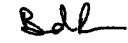
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Kirsten Simpson

LETTER OF UNDERSTANDING

Between

The Corporation of the County of Prince Edward

And

The Canadian Union of Public Employees and its Local 2275

Re: Article 22.06 - WAGES SCHEDULE AND CLASSIFICATIONS

Without prejudice or precedent to any Articles or Wage Grid - Schedule "A" in the CUPE Collective Agreement, The Corporation of the County of Prince Edward proposes a temporary increase to the certification structure schedule outlined in Article 22.06 of the current CUPE Collective Agreement for Water and Wastewater Services staff who currently hold certifications. This temporary measure is to ensure that the compensation we offer to our staff is competitive with the local market by addressing wage discrepancies between The County and our comparators, allowing us to recruit and retain Water and Wastewater Services Operators prior to the completion of the current term of the Collective Agreement.

The Employer proposes the following temporary amendment to the license/certification structure schedule:

Level/ Class	Previous Rate for Water Treatment Certificate/License	Previous Rate for Water Distribution Certificate/License	Previous Rate for Wastewater Treatment Certificate/License	Previous Rate for Wastewater Collection Certificate/License	New Rate for Water or Wastewater Treatment Certificate/License
OIT	0	0	0	0	0
1	0.30	0.30	0.30	0.30	\$2.50
2	0.40	0.40	0.40	0.40	\$5.55
3	0.60	0.60	0.60	0.60	\$8.95
4	0	0	0	0	0

Example: Operator A holds a Class 2 Water Treatment License and a Class 1 Water Distribution license. The hourly rate based on the previous pay for certification structure would have been \$31.78 CA rate plus \$1.00/hour for the certifications (\$0.30 + \$0.40 + \$0.30) for a total hourly rate of \$32.78. Based on the new approach, the rate will be \$31.78 for the CA rate plus \$5.55 per hour for the higher of the two Water and Wastewater treatment licenses for a total new rate of \$37.33, which represents an increase of \$4.55 per hour.

It is understood that:

- This structure is based on an Operator's highest single Water or Wastewater treatment license, but not their Distribution or Collection licenses. Water or Wastewater treatment licenses are recognized as a higher level of responsibility. For example, if an Employee has a Class 1 water treatment license, but has a Class 2 water distribution license, only the premium for the Class 1 water treatment license will be used to calculate their new rate of pay. The Class 1 water treatment license will be recognized as the higher level of responsibility with this new approach.
- If an Employee would receive a lower rate of pay based on this new structure, that Employee will continue with the existing pay for certification structure as noted in Section 22.06 of the Collective Agreement.
- OIT licenses will continue to follow the bands in the current grid and there will be no pay for certification based on these licenses.
- There will be no combining of the new and the old structure to expand pay for certification. The purpose of this LOU is to move to a new structure.

The term of this temporary agreement will be effective at the start of the next pay period after the signing of this LOU and will expire at the end of the current Agreement's term, on March 31, 2027, unless otherwise extended by mutual agreement.

Unless otherwise indicated above, this Letter of Understanding shall not conflict with any other articles of the Collective Agreement or with Wage Grid - Schedule "A".


SIGNED ON BEHALF OF THE
CORPORATION OF THE
COUNTY OF PRINCE EDWARD


Angela Finlay (2025-08-25 15:00:28 EDT)

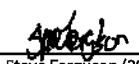
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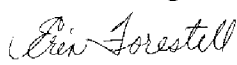

Steve Ferguson (2025-08-26 15:33:57 EDT)

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EMPLOYEES AND ITS LOCAL 2275


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