

COLLECTIVE AGREEMENT

BETWEEN

THE CITY OF KAWARTHA LAKES
(hereinafter referred to as “the Employer”)

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES
and it’s Local 855
(hereinafter referred to as “the Union”)

(Outside Employees)

Expires: December 31, 2027

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ARTICLE 1 - PURPOSE OF THE COLLECTIVE AGREEMENT

- 1.01 It is the intent and purpose of this Collective Agreement, which has been negotiated in good faith:
- (a) To establish collective bargaining relations between the Employer and the Union.
 - (b) To provide an orderly procedure for the equitable disposition of the grievances.
 - (c) To establish mutually satisfactory working conditions, hours of work and wages for all employees subject to the provisions of this Collective Agreement.
 - (d) To recognize the rights of the Employer and the functions of the Union.

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.01 (a) The Union recognizes that the management of the Employer and the direction of the working forces are fixed exclusively with the Employer and without restricting the generality of the foregoing; the Union acknowledges that it is the exclusive function of the Employer to:
- (i) maintain order, discipline and efficiency;
 - (ii) hire, assign, direct, promote, demote, classify, transfer, evaluate, layoff, recall and, for just cause, to suspend, discharge or otherwise discipline employees;
 - (iii) make, enforce and alter, from time to time, reasonable rules and regulations to be observed by the employees; and
 - (iv) determine the nature and kind of business conducted by the Employer, the services to be offered, the kinds and locations of equipment and materials to be used, the methods and techniques of work, and determine all other functions and prerogatives here before invested in and exercised by the Employer which shall remain solely with the Employer.
- (b) The Employer agrees that the functions outlined in Article 2.01 will be exercised in a manner consistent with the provisions of this Collective Agreement and a claim that the Employer has exercised these rights in a manner inconsistent with any of the provisions of this Collective Agreement may be subject to a grievance.

ARTICLE 3 - RECOGNITION AND NEGOTIATION

3.01 **Bargaining Unit:**

The Employer recognizes the Canadian Union of Public Employees and its Local 855 as the sole and exclusive bargaining agent for all employees of the Employer save and except Supervisors, persons above the rank of Supervisor, persons covered by other subsisting Collective Agreements, and:

Students working in the Parks and Recreation Division
 Crossing Guards
 Co-op Students

Clarity Note:

The parties recognize that the employees whose responsibilities involve the provision of housing arrangements within the County of Haliburton for the City of Kawartha Lakes and Kawartha Lakes/Haliburton Housing Corporation also fall within the above bargaining unit description.

3.02 **Definitions:**

For the purpose of this Collective Agreement, the following definitions shall apply:

(a) **Full-Time Employee:**

An employee who has successfully completed their probationary period and is regularly scheduled to work full-time hours as outlined in Article 15.01.

(b) **Part-Time Employee:**

An employee who has successfully completed their probationary period and who is regularly scheduled to work twenty-four (24) hours or less per week.

(c) **Probationary Employee:**

An employee who is hired by the Employer and who will become a full-time, part-time, or seasonal employee after having satisfactorily completed their probationary period.

(d) **Student Employee:**

An employee who is presently enrolled and returning to an accredited course and employed during the summer vacation period, which is defined

as being the beginning of the pay period that includes May 1st to Labour Day; Christmas Break and/or March Break.

(e) Temporary Employee:

An employee hired to replace an employee who is absent as a result of:

- (i) pregnancy, parental and adoption leave;
- (ii) sickness;
- (iii) accident;
- (iv) a leave of absence (as provided for under this Collective Agreement);
- (v) or to fill a temporary workload or program for a period of up to twelve (12) months. Any extension beyond the twelve (12) month period must be mutually agreed to by the parties.

Terms and conditions of employment for temporary employees are found in Appendix "A".

(f) Seasonal Employee:

- (i) An employee hired into a full-time position which is not greater than nine (9) months in duration.
- (ii) Terms and conditions of employment for seasonal employees are found in "Appendix B".

(g) Days:

Unless otherwise specified herein, wherever the word "days" appears in this Collective Agreement, it shall mean week days (Monday to Friday) excluding Paid Holidays as defined in Article 17.01.

(h) Service:

Shall be based on the calculation of the full-time equivalent continuous years of employment with the Employer.

3.03 No Other Agreements:

The Employer shall not be required or permitted to make a written or verbal agreement with an employee which conflicts with the terms of this Collective Agreement.

No employee shall be required or permitted to make a written or verbal agreement with the Employer which conflict with the terms of this Collective Agreement.

3.04 **Permission to Leave Work:**

The Union understands and agrees that Union officers and Committee members are employed to perform work for the Employer. They will not leave their work during working hours except to perform their duties under this Collective Agreement, which may require meetings with the Employer. Moreover, these employees may leave their work to assist an employee or meet with the Employer provided that:

- (a) they obtain the consent of their Supervisor before leaving and reports to their Supervisor upon returning to work; and
- (b) they are absent no longer than is reasonably necessary on an issue that must reasonably be dealt with during work hours.

The Employer reserves the right to limit such time if it deems the time so taken to be excessive. The employee shall receive straight time pay for duties performed during normal working hours. The employees shall not receive additional straight time pay or overtime pay for such duties unless prior permission is obtained from the Employer.

ARTICLE 4 - NO DISCRIMINATION

- 4.01 The Employer, the Union and the employees will continue the practice of no discrimination, interference, restriction or coercion being exercised or practiced with respect to any employee by reason of any of the protected grounds set out in the *Ontario Human Rights Code* or by reason of an employee's membership in or activities on behalf of the Union.

ARTICLE 5 - CHECK-OFF OF UNION DUES

- 5.01 The Employer shall deduct from each payroll deposit the dues, initiation fees or assessments levied by the Union. These amounts shall be forwarded to the Union together with a list of names of the employees, job title, employment status, regular earnings from whose payroll deposit deductions have been made broken down by dues, assessments and initiation fees. The Union shall advise the Employer, in writing, of the amount of dues, initiation fee or any assessment before said amount shall be deemed as authorized.
- 5.02 Deductions shall be made from the payroll and shall be forwarded to the Secretary-Treasurer of the Union on a monthly basis not later than the fifteenth (15th) day of the month following.

- 5.03 The Union agrees to indemnify and save harmless the Employer against any claims or liabilities arising or resulting from the operation of this Article.
- 5.04 If an employee is not on the active payroll it is not the Employer's responsibility to deduct or in any way to retrieve Union dues from the employee for this period.
- 5.05 The amount of Union dues deducted will be printed on the employee's T-4 slip.

ARTICLE 6 - EMPLOYER & UNION RELATIONS

6.01 Correspondence:

All correspondence between the parties arising out of this Collective Agreement or incidental thereto shall be between the Chief People Officer and the President and Vice President(s) of the Union or their designate.

6.02 Copies of Resolutions and By-Laws:

Copies of all resolutions, by-laws, policies and procedures adopted by the Employer will be made available on-line for the President or designate for review. The Union President and Vice-President(s) shall be notified in writing electronically by the Employer when any changes are made to documents referred hereinto.

6.03 Notification:

The Union President and Vice President(s), shall be notified in writing electronically by the Employer of all appointments, hirings, promotions, demotions, transfers, layoffs, and recalls of persons in the bargaining unit within five (5) days of the occurrence.

6.04 Representatives and Advisors:

Appointed or elected Union representatives shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees at meetings with the Employer.

- 6.05 An employee who is called to a meeting by their supervisor or other management person for the purpose of receiving discipline shall be advised of the purpose of the meeting and shall have the right to request the presence of a Union representative. A minimum of three (3) hours' notice shall be given in advance of such meeting except in extenuating circumstances. Compensation in accordance with Article 3.04 will apply.

For the purposes of coaching meetings, the employee shall have the right to request the presence of a Union representative, when a representative of Human Resources is present.

ARTICLE 7 - LABOUR MANAGEMENT COMMITTEE

7.01 Composition:

A Labour Management Committee shall be established consisting of four (4) representatives of the Employer and two (2) Union representatives of the Inside Bargaining Unit and two (2) Union representatives of the Outside Bargaining Unit who have completed their probationary period with the Employer.

The President, or designate, of the Union shall have the right to attend Labour Management meetings and shall be in addition to the four (4) representatives listed above.

7.02 Function:

The function of this Committee shall be to discuss labour relations matters of mutual concern to the parties. The Committee shall not deal with any issues/matters over which any other Employer/Union Committee has jurisdiction. The Committees role is to make non-binding recommendations to the Employer and the Union with respect to matters, which fall within its purview.

7.03 Meetings of Committee:

The Committee shall meet every two (2) months at a time mutually agreed upon. Additional meetings will be held upon the mutual agreement of the Chairpersons. The parties shall exchange an agenda at least three (3) days prior to the meeting. Failing mutual agreement for a meeting date, the meeting shall be held within ten (10) days following the initial request for the meeting, provided all representatives are available (i.e. not on vacation or absent for any other reason) in which case the meeting shall be held on the first date on which all of the representatives are available.

7.04 Chairperson of the Meeting:

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

7.05 Minutes of Meeting:

Minutes of the meeting shall be prepared by the Employer within five (5) days of the meeting and subsequently signed by the joint chairpersons.

The Union and the Employer shall each receive two (2) signed copies of the Minutes. The Employer will distribute approved minutes in the same manner as other minutes.

ARTICLE 8 - LABOUR MANAGEMENT BARGAINING RELATIONS

8.01 Representatives:

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

8.02 Negotiations Committee:

A Negotiations Committee shall consist of not more than the President and four (4) representatives from the Outside Bargaining Unit and five (5) representatives of the Employer. The Union shall endeavour to have not more than two (2) employees who report to the same manager. All members of the Negotiations Committee shall have completed their probationary period.

The Union and the Employer will advise each other as to their representatives on the Committee at least fourteen (14) days before bargaining commences.

ARTICLE 9 - GRIEVANCE PROCEDURE

9.01 Recognition of Union Stewards and Grievance Committee:

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer recognizes the Union Grievance Committee and the Union Stewards.

No more than three (3) Union Representatives, including the Chief Steward, will be present at any grievance meeting with the Employer during regular work hours. Compensation in accordance with Article 3.04 will apply.

9.02 The Local Union shall notify the Employer in writing of the name of each Steward and the name of the Chief Steward, before the Employer shall be required to recognize them.

A Steward may represent an employee at any meeting with the Employer pursuant to Article 6.05, provided the Steward receives permission from their Supervisor in accordance with the Article 3.04.

9.03 Complaint Procedure:

Before a written grievance is submitted, an employee shall first discuss the matter with their immediate Non-Union Supervisor. If an employee (s) has a complaint they shall have the right to request the assistance of a Steward to be present when discussing their concern with their immediate Non-Union Supervisor. If the matter is not resolved in this discussion, the Union may take the matter further by filing a grievance as set out below.

9.04 Definition of Grievance:

A grievance shall be defined as an unresolved complaint regarding the interpretation, application, or alleged violation of the terms of this Collective Agreement, or in the case of an employee who has acquired seniority under this Collective Agreement, a complaint that they have been disciplined or discharged without just cause.

9.05 Group Grievance:

Should two (2) or more employees have similar grievances resulting from the same incident, then it may be grieved as one grievance through the grievance procedure provided such grievance is presented in writing to the Supervisor within ten (10) days of the circumstances giving rise to the grievance.

9.06 Policy Grievance:

A policy grievance is defined as one which alleges a misinterpretation or violation of a provision of this Collective Agreement, and which, because of the nature or scope of the subject matter, could not otherwise be instituted as an individual employee or a group grievance.

The Union shall discuss any complaint relating to this Collective Agreement with the Chief People Officer/Designate and if the complaint cannot be settled in this discussion, the Union may take the matter further by filing a grievance as set out below.

The grievance shall be filed in writing within ten (10) days of the initial circumstances giving rise to the complaint and shall be taken up at Step 2 of the grievance procedure.

9.07 Employer Grievance:

If the Employer has a grievance against the Union, it may be submitted in writing to the President, Vice-President or designate of the Union within ten (10) days of the circumstances giving rise to the grievance. The parties shall meet within ten (10) days to consider the grievance and failing settlement, the Employer may submit it to arbitration within ten (10) days following the meeting.

9.08 Suspension/Discharge:

If an employee is disciplined, suspended or discharged, they shall be informed as soon as reasonably possible, in writing, of the reason for such discipline, suspension or discharge, and a copy shall be sent by email to the Union President, Vice President and/or their designate.

If the Union feels that a seniority employee has been unjustly disciplined, suspended or discharged, it shall deliver a grievance within ten (10) days of receiving the written reasons for such discipline, suspension or discharge and the grievance shall be taken up at Step 2 of the grievance procedure.

9.09 Grievance Form:

A properly constituted grievance shall consist of and contain:

- (a) a written statement describing the complaint;
- (b) the article(s) of the Collective Agreement alleged to have been violated, misapplied, or misinterpreted;
- (c) the relief or remedy sought;
- (d) signed by the grievor(s) and the Union;
- (e) dated; and,
- (f) on a form supplied by the Union.

9.10 Grievance Procedure:**Step 1:**

If the Supervisor's response in 9.03 above does not settle the grievance, then it shall be reduced to writing and delivered by hand or electronically to the applicable Director/Designate within five (5) days from the Union's receipt of the response. The Director/Designate shall meet with the grievor and the Union Grievance Committee within five (5) days of the Director/Designate receipt of the grievance. The Director/Designate shall provide a response to the Union within five (5) days of the meeting.

Step 2:

If the Union is not satisfied with the response, it shall deliver the grievance by hand or electronically to the Chief People Officer/Designate within five (5) days from the Union's receipt of the response. The Chief People Officer/Designate together with such persons as management may desire, shall meet with the Union's Grievance Committee, and the Union's National Representative, if requested by the Union, within ten (10) days of the Chief People Officer/Designate receipt of the grievance.

The Chief People Officer/Designate shall provide a response to the Union within ten (10) days of the meeting.

If the Union is not satisfied with the response of the Chief People Officer/Designate then the Union may notify the Chief People Officer/Designate within ten (10) days of its receipt of the response that it wishes to proceed to arbitration in accordance with Step 3.

Step 3:

If the Union is not satisfied with the response, then the Union may notify the Chief People Officer/Designate within ten (10) days of its receipt of the response that it wishes to proceed to arbitration. Alternatively, the Union may request that the grievance be heard at mediation in advance of arbitration. Proceeding to mediation shall be by mutual consent. Within ten (10) working days after a failed mediation attempt, the Union may refer the grievance to arbitration.

9.11 Waiver of Grievance Steps:

Any step of the grievance procedure may be waived by mutual agreement in writing between the Employer and the Union.

9.12 Decisions to be Final and Binding:

Decisions arrived at between the Employer and the Union on the disposition of any specific employee(s), Union or Employer grievance shall be final and binding upon the Employer, the Union and the employee(s) concerned.

9.13 Correspondence Pertaining to Grievance Procedure:

All correspondence pertaining to the grievance procedure shall be in writing.

ARTICLE 10 - ARBITRATION

10.01 Single Arbitrator:

It is understood between the parties that a single arbitration process shall be used unless either party requests to proceed to arbitration with a Board of Arbitration as outlined for in Article 10.02.

When the parties are selecting arbitrators, each shall respond to each other in writing within fifteen (15) working days.

10.02 Composition of Board of Arbitration:

If either party requests that a grievance be submitted to an arbitration board, the request shall be made by email, registered mail or personal service addressed to the other party to the Collective Agreement indicating the name of its nominee to the Arbitration Board. Within five (5) working days thereafter, the other party shall answer by email, registered mail or personal service indicating the name and address of its nominee to the Arbitration Board. Within ten (10) working days of the appointment of the second nominee, the two nominees shall select a Chairperson. Such notices shall be sent to the Chief People Officer/Designate in the case of the Employer and to the Chief Steward in the case of the Union, accompanied with two (2) copies.

10.03 Failure to Appoint:

If the recipient of a notice for arbitration fails to respond, fails to nominate a nominee, or if the two (2) nominees fail to agree upon a Chairperson within ten (10) days of appointment, the appointment shall be made by the Minister of Labour, upon the request of either party.

10.04 Board Procedures:

The procedures of the Board of Arbitration shall be as determined by the *Ontario Labour Relations Act*.

10.05 Board Authority:

The Arbitrator or the Board of Arbitration shall not have jurisdiction to amend, alter, modify, or add to any of the provisions of this Collective Agreement, nor to substitute any new provision in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this Collective Agreement.

10.06 Expenses of the Arbitrator or Arbitration Board:

Each party shall pay:

- (a) The costs of the nominee it appoints;
- (b) One-half (1/2) the costs of the Chairperson.

10.07 Amending the Time Limits:

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

10.08 Witnesses:

The parties may have the assistance of witnesses during the arbitration procedure.

All reasonable arrangements will be made to permit the Arbitrator/Board of Arbitration to have access to the Employer's premises to view any working conditions, which may be relevant to the grievance.

10.09 No person shall be appointed as an arbitrator/member of a Board of Arbitration who has been involved in any attempt to settle the grievance, or who has acted as a paid agent, attorney or solicitor for either party.

10.10 Disagreement on Decision:

Should the parties disagree as to the meaning of the arbitrator/boards decision, either party may within ten (10) days of receipt of the decision apply to the arbitrator/board to reconvene a hearing to clarify the decision. The requesting party must provide the other party with a copy of the application on the day that the application is made.

10.11 The Employer shall only pay up to three (3) persons to attend per day of arbitration who have obtained consent pursuant to Article 3.04.

ARTICLE 11 - PERSONNEL FILES

11.01 Reviewing of File(s):

An employee has the right to review their personnel, their training, and their medical files within Human Resources within five (5) days of requesting it in writing to the Chief People Officer or their designate.

When reviewing their files they shall do so in the presence of the Employer and shall have the right to Union representation. The employee shall have the right to make copies of any material contained in their file(s) as stated above. The first twenty (20) copies shall be at the Employer's

expense. Any remaining copies shall be paid by the employee at the rate set in the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA).

The Employer retains the right to schedule the review of the personnel file and such review shall be scheduled during the employee's non-paid time.

If required, the Employer will schedule such a review at a mutually agreed upon time during the employee's unpaid lunch period, or immediately preceding or following an employee's normal working hours.

- 11.02 Any letter of discipline, suspension or other sanction shall not remain on file beyond twenty-four (24) months when there is a clear disciplinary record from the date of the last occurrence.

ARTICLE 12 - SENIORITY

12.01 Seniority Defined:

Seniority shall be calculated as per Article 12.02. Seniority shall operate on a bargaining unit wide basis.

12.02 Calculation of Seniority:

(a) Seniority for Full-Time Employees:

Seniority for full-time employees is defined as the length of service of the employee in the bargaining unit.

(b) Seniority for Part-Time and Seasonal Employees:

Seniority for part-time and seasonal employees is defined as the length of the service of the employee in the bargaining unit based on hours paid exclusive of overtime and standby, subject to the conditions as described in Article 12.04.

- (c) For the purpose of calculating and converting between hourly and yearly service and seniority dates, 2080 hours is the equivalent of one (1) year for persons working an average work week of forty (40) hours per week and 1820 hours is the equivalent to one (1) year for persons working an average work week of thirty-five (35) hours per week.

12.03 Seniority List:

The Employer shall maintain a seniority list showing the current classification, status of employment and the employee's seniority date. Where two (2) or more employees commence work on the same day,

preference will be in accordance with the time of the offer of employment. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards no later than February 28th of each year.

12.04 Probation for Newly Hired Employees:

Every new employee shall serve a probationary period and on completion of the said period; their seniority shall be calculated dating back to the day on which they commenced their employment. During the probationary period employees will be entitled to all rights and privileges of this Collective Agreement except as with respect to discharge and as provided herein. During the probationary period, the Employer reserves the right to discharge the employee for any reasons satisfactory to the Employer, such reasons will not violate any applicable legislation.

Full-Time Employees:

The probationary period shall consist of six (6) months.

Seasonal Employees:

The probationary period shall consist of one hundred and thirty (130) days from the date of original hire but where an employee occupies a second seasonal position, a total of one hundred and thirty (130) days with a minimum of sixty-five (65) days in each such seasonal position shall be required in order to complete probation.

Part-Time Employees:

The probationary period shall consist of six hundred and twenty-four (624) hours worked or six (6) calendar months, whichever occurs first.

12.05 Loss of Seniority:

An employee shall lose their seniority in the event:

- (a) they are discharged for just cause and are not reinstated;
- (b) they resign in writing;
- (c) they retire;
- (d) they are absent from work in excess of three (3) scheduled working days without notifying the Employer unless such notice was not reasonably possible;
- (e) they fail to return to work from layoff on the prescribed start date which shall be at least ten (10) working days following such notice by registered

mail or personal contact, unless through sickness or other just cause;

- (f) they do not work due to lay-off from the employer for a period exceeding fifteen (15) months;
- (g) they are absent in a non-union position with the Employer for a period longer than six (6) months pursuant to Article 12.07 (a) and twelve (12) months pursuant to 12.07 (b).
- (h) they fail to respond to a notice of recall within ten (10) working days. Recall notice of registered mail to the last known mailing address shall be sufficient to have met the Employer's obligation to recall. A change of address form shall be provided and attached to each layoff notice at the time that it is presented to the employee.

12.06 It shall be the responsibility of the employee to keep the Human Resources Division informed of their current address and phone number at all times.

12.07 (a) **Permanent Position Outside of Bargaining Unit:**

If an employee accepts a transfer to a permanent position, outside the bargaining unit, the employee shall have the right to return to their position in the bargaining unit during a trial period, of twenty (20) days worked in the new position or if the former position is still vacant to a maximum of six (6) months. If the employee returns to the bargaining unit during this time, they shall retain seniority accumulated up to the date of leaving the bargaining unit. However, seniority shall be adjusted for the period of time the employee is outside the bargaining unit.

(b) **Temporary Position Outside of Bargaining Unit:**

If an employee accepts a transfer to a temporary position, outside the bargaining unit, the employee shall have the right to return to their position in the bargaining unit for up to a period of twelve (12) calendar months or eighteen (18) calendar months in the case of pregnancy/parental leave. If the employee returns to the bargaining unit during this time, they shall retain seniority accumulated up to the date of leaving the bargaining unit. However, seniority shall be adjusted for the period of time the employee was outside the bargaining unit.

12.08 (a) If an employee is successful in obtaining a position within another CUPE Collective Agreement with the Employer their seniority shall transfer with them to the new Collective Agreement and shall be calculated based on the Collective Agreement that the employee is transferring to provided that a reciprocal agreement exists within the CUPE Collective Agreement that the employee is transferring from.

- (b) If an employee is successful in obtaining a position in this Collective Agreement from another CUPE Collective Agreement with the Employer, their seniority shall transfer with them to this Collective Agreement and shall be calculated based on this Collective Agreement that the employee is transferring to provided that a reciprocal agreement exists within the CUPE Collective Agreement that the employee is transferring from.
- (c) In the above two examples, the employee shall be subject to a trial period of twenty (20) days worked. If the employee does not successfully complete the trial period, then they shall be returned to their former position in their former Collective Agreement.

ARTICLE 13 - POSTING OF VACANCIES

13.01 Posting of Vacancies:

Where the Employer determines that a vacancy in a position occurs in excess of sixty (60) days, or where a new position is created, the Employer shall post a notice containing the following specifications, for information purposes only:

- (a) title of position;
- (b) number of available positions;
- (c) a brief description of the duties involved;
- (d) the qualifications required;
- (e) the remuneration;
- (f) date of posting;
- (g) time and closing date;
- (h) the proposed hours of work;
- (i) work location or area; and
- (j) shift(s) if any.

Such postings shall be available for a minimum of seven (7) days. The locations for posting of notices under this Article will be determined and agreed to by the Labour Management Committee.

Within 20 days of being awarded a job posting, the successful applicant shall receive the hourly rate and employee benefits for that position, if applicable (subject to all benefit requirements).

13.02 Posting Procedure:

The Employer will post all jobs on the "employee only" website.

13.03 Processing of Internal Applicants:

Any employee who wishes to be considered for a position shall notify the

Human Resources Division in accordance with the Employer's practice, by the due date. If no employee bids for the position the Employer may then fill the position at its discretion. If bids are received, the Employer will consider the following factors in determining which, if any, of the applicants is to be awarded the posted position: the most senior employee who possesses the required qualifications, skills, experience, and ability to perform all of the requirements of the posted position, shall be awarded the position.

13.04 Probationary Applicant:

Probationary full-time employees must work in the position they were hired into, for a minimum of six (6) months before being eligible to move to another position. In order to be considered for an alternate position within the first six (6) months there can be no successful applicant for that position in accordance Article 13.03.

13.05 No Successful Applicant:

If there is no successful applicant from within the bargaining unit, then the Employer may fill the position at its discretion pursuant to Article 13.03. No external candidates will be considered until the internal process has been completed.

13.06 Trial Period:

A successful candidate for a position, if already an employee of the Employer, shall be subject to a trial period for their first twenty (20) days worked in the new position. If at any time during such a period, the candidate decides that they wish to return to their former position, or if the Employer finds that the employee is unsatisfactory, they shall be returned to their former position without loss of seniority, and their replacement shall return to their former position. In the event that there were multiple postings for the same position at the same time and where there were multiple replacements of seasonal, part-time or temporary employees, the most junior shall be displaced. Both parties shall provide a written reason for the return to the former position.

- 13.07 (a)** When an employee successfully posts for a position with a higher end rate of pay, provided the next higher rate is at least 5% higher, that employee shall move to the next higher rate of pay than the previously held position. If the position end rate is less than 5% greater than their regular wage they shall be eligible for the next highest wage rate on the grid that is at least 5% greater. They shall then be deemed to have the service in that position commensurate with that wage rate and shall progress along the grid in due course.

- (b) When an employee successfully posts for a position with a higher end rate, existing employees who have held the position either permanently or temporarily will have the period of time worked in the posted position applied towards determining the step rate, excluding hours under Article 21.03.
- (c) When an employee successfully posts to a position with a lower end rate of pay, they shall move to a position on the grid commensurate with their service. This would apply to both permanent and temporary moves.
- (d) **Licensing Changes within Divisions of Water Treatment, Wastewater Treatment and Distribution/Collections.**

When an employee achieves a higher licence required within their classification, they shall move to the new licence level on the wage grid at one wage step down from where they originally were placed in their previous classification.

13.08 Notwithstanding Article 13.03 the Employer reserves the right to appoint Lead Hands in any classification.

13.09 Employees may submit a request in writing to their Department Head to indicate their desire to transfer from one reporting location to another for purposes that are reasonable and justified.

Transfer requests can be made anytime, but must be made prior to a vacancy being identified and must be renewed annually prior to January 31st to remain valid. The Employer will consider such requests prior to the posting of a permanent vacancy or before making such permanent vacancy available to laid-off employees. The Employer agrees that employees will not be transferred for disciplinary purposes.

ARTICLE 14 - LAYOFF AND RECALL

14.01 Notice of Layoff:

If the Employer finds it necessary to layoff full-time or part-time employees, such layoffs shall be carried forward within the department/division where the redundancy occurs in accordance with employees' seniority providing the remaining employees have the qualifications, skill, experience, and ability to perform the remaining tasks in an efficient manner.

Any full-time or part-time employees who are laid off shall receive notice from the Employer at least three (3) calendar weeks before the layoff is to be effective. If the employee laid off has not had the opportunity to work three (3) calendar weeks after notice of layoff, they shall be paid in lieu of

work for the part of the three (3) calendar weeks during which work was not made available.

The parties agree that the Labour Management Committee shall discuss the redeployment of staff when there are layoffs.

14.02 Right to Bump:

In the event of a layoff, the part-time and full-time employees who are subject to layoff have the right to accept the layoff or to bump an employee with less seniority who occupies the same or lower category provided the employee subject to layoff can perform the requirements of the position and has the required qualifications, skill, experience, and ability to satisfactorily perform all of the requirements of the new position subject to orientation to the workplace. The employee subject to layoff must advise the Employer in writing within seven (7) days of receipt of the notice of layoff of their intentions regarding the exercise of their bumping right, failing which, the employee shall be deemed to have waived their right to bump.

14.03 Recall:

Recall shall be made in consideration of the requirements of the position. The most senior laid off employee who possess the required qualifications, skills, experience, and ability to perform all of the requirements of the position shall be recalled.

14.04 Notice of Layoff or Recall:

Notice of layoff or recall shall be by personal service or registered mail to the last known address of the employee(s) on the records of the Employer.

- (a) In the event of a lay-off of a full-time or part-time employee, the Employer shall pay its share of the Employee Benefit Plans under Article 23.01, excluding Long Term Disability (LTD), for the month in which the lay-off takes place and for the following three (3) months.
- (b) The full-time or part-time employee may continue to pay the full premium costs of the Employee Benefit Plan under Article 23.01, excluding Long Term Disability (LTD), for a further three (3) months. Such payment to be made to the Employer, provided that the employee informs the Employer of their intent to do so at the time of the lay off and arranges with the Employer the appropriate schedule.

ARTICLE 15 - HOURS OF WORK

- 15.01 (A) The normal hours of work per week for full-time employees employed in various departments, unless specifically stated otherwise below, shall be 80 hours of work per two week period:
- (i) Landfill Attendants, Landfill Equipment Operators and Transit Drivers may be scheduled to work between seventy (70) and eighty (80) hours per two (2) week pay period, subject to site location, work availability and operating hours.
 - (ii) Roads Operations, and Plant Operator-Water Distribution/Wastewater Collection and Fleet Employees in the Public Works Department shall be required to work the following hours:
 - (a) **Summer Hours:**
 - (i) Summer hours will be in place commencing the pay period that includes June 1st and ending the pay period that includes September 21st.
 - (ii) The normal work week during summer hours shall consist of four (4) shifts of ten (10) hours between Monday to Friday to equal 80 hours per 2 week period, with a start time of 6:30 a.m. with a thirty (30) minute unpaid lunch and can be changed with advance notice to accommodate specific projects.
 - (iii) Operator(s) of Road Grader(s), may, by mutual agreement, be scheduled to work six (6) shifts of twelve (12) hours and one (1) shift of eight (8) hours per two (2) week pay period with two (2) twenty (20) minute running lunch periods per twelve (12) hour shift. These shifts could be Monday to Saturday, inclusive.
 - (iv) Operator(s) of the Street Sweeping Crew may, by mutual agreement, be scheduled for a forty (40) hour work week to begin work at any time between the hours of 4:00 a.m. and 6:30 a.m. for ten (10) consecutive hours, with a twenty (20) minute running lunch or for nine (9) hours Monday to Thursday and a four (4) hour day on Friday.
 - (b) **Winter Hours:**
 - (i) Winter hours are effective when summer hours are not in place.

- (ii) The normal work week shall consist of five (5) shifts of eight (8) hours each, to be worked Monday to Friday, inclusive. The normal starting time shall be 7:00 a.m., with a one-half (1/2) hour unpaid lunch. The one-half (1/2) hour lunch break can be taken any time between the hours of 11:00 a.m. and 1:00 p.m. Start time for Technicians within the Fleet division will be 6:30am, unless mutually agreed to between the parties.
- (iii) Notwithstanding Article 15.01 (A)(ii)(b)(ii), employees engaged in winter maintenance activities which include plowing, sanding, snow removal and winter drainage shall be subject to a call-in to begin an eight (8) hour shift, at straight time wages, with a twenty (20) minute running lunch. Such call in shall only be effective for shifts starting between the hours of 4:00 a.m. and 7:00 a.m., Monday to Friday inclusive. All hours outside of that eight (8) hour shift shall be at overtime rates. The call-in provisions of Article 15.06 shall not apply.
- (iv) Call-ins to begin work prior to 4:00 a.m. shall result in overtime re-imbursement for all hours worked prior to the regular 7:00 a.m. start time - at which time regular rates shall start. The call-in provisions of Article 15.06 shall apply.
- (v) Winter maintenance activities are considered to be emergency operations and as such overtime is not voluntary.
- (vi) **Patrol Hours:**

Winter Control Period is intended to start the first full pay period in November and will run until the end of the pay period that includes April 15. The end-date is subject to change dependent upon weather conditions and completing the activity of Winter Patrol will be provided with a minimum of seven (7) days' notice of the end of the Winter Control Period.

All employees completing the activity of Winter Patrol will be scheduled on a daily twelve (12) hour shift rotation. Normal daily shift will be 6:00 a.m. to 6:00 p.m. and 6:00 p.m. to 6:00 a.m. The shift schedule will result in eighty-four (84) scheduled straight time hours in the two week pay period at eighty (80) hours of

regular wages and four (4) hours of overtime at straight time (paid or banked.) All hours worked outside of this regular schedule will be paid at the appropriate overtime rate as per the Collective Agreement.

Night shift premium will be paid on the 6:00p.m. to 6:00a.m. shift.

All employees completing the activity of Winter Patrol will be scheduled to receive every other weekend free from work. In the event full-time employees work on either the Saturday or Sunday on their weekend off, they shall be paid at two (2) times their normal rate of pay.

The parties agree to discuss all issues as they arise. Changes can be made with mutual consent of the parties.

(vii) **Midnight Shift:**

- (a) The midnight shift shall not commence prior to November 1st and will end by April 30th in the following year.
- (b) The midnight shift will consist of eight (8) hours per shift being 11:00 p.m. to 7:00 a.m., Monday to Friday with a twenty (20) minute running lunch.

(viii) **Afternoon Shift:**

- (a) The afternoon shift shall consist of five (5) shifts of eight (8) hours each, to be worked Monday to Friday, inclusive. The normal starting time shall be 3:00 p.m., with a one-half (1/2) hour unpaid lunch.

(iii) **Plant Operator/Electrician Operator – Water Treatment/Wastewater Treatment:**

The normal work week for these employees shall consist of five (5) shifts of eight (8) hours each to be worked Monday to Saturday, inclusive. The hours shall be between 7:00 a.m. and 4:00 p.m.

The employees shall be regularly scheduled to work no more than one (1) Saturday in four (4) and when working the Saturday shall

be scheduled the Tuesday to Saturday.

(iv) **Parks and Recreation Division:**

Parks and Recreation Division employees - eighty (80) hours of work per two (2) week pay period.

- (B) Any of the hours specified above may be changed by mutual consent between the Employer and the Union.
- (C) Each division shall have the authority to establish the process for the scheduling of available work hours. Part-time employees have responsibility to inform the Employer of their availability in advance of the posting date of the schedule, as determined within the division and/or location. The Employer shall post a weekly work schedule by the Monday of the preceding week for employees engaged in weather related activities. For all other employees, a monthly work schedule shall be posted by the 15th day of the preceding month. The Employer shall endeavor to distribute the available shifts equitably based on the availability as provided by each employee.
- (D) **Shift Change Notice:**
- All full-time employees will be given a twenty-four (24) hour notice of any shift changes from the posted schedule. If the employee is not given twenty-four (24) hour notice, they will receive time and one-half (1 1/2) for the first four (4) hours worked on the changed shift. This is not paid for a standby or on-call pursuant to Article 15.03; a call-in, pursuant to Article 15.06; or for winter maintenance activities, as described in Article 15.01 (A)(ii)(b)(iii).
- (E) There shall be no split shifts for full-time employees.

15.02 **Lunch Periods:**

Employees required to work shifts of greater than five (5) hours in duration shall receive a one-half (1/2) hour unpaid lunch period each day in accordance with the schedule and work flow for each respective site.

Notwithstanding the above, employees required to work continuously through their shift shall be entitled to a running lunch. All running lunches must be approved in advance by the supervisor. A running lunch shall be a period for an employee to consume their lunch and shall be part of their regular hours of work for which they shall be paid.

15.03 (a) **Stand-by:**

For all Employees, as assigned, an allowance is provided for stand-by duties on the basis of ten (10) hours per week per employee as assigned. Such employees shall be on call and shall be available to answer emergency calls and perform such duties as may be necessary. Employees appointed to such stand-by duty shall be allowed to have a City vehicle at their place of residence, for business purposes only. The Employer will rotate stand-by duties. The Employer shall supply a mobile communication device (which the employee shall keep charged and shall report any issues in a timely manner) for the employee who is on stand-by duty. In lieu of stand-by pay ten, (10) hours' time off may be taken at a time mutually agreeable between the employee and the Employer. The system for stand-by rotation will be mutually agreed to between the employee and the Employer.

The employee on stand-by shall be responsible for the answering of all emergency calls during their tour of duty.

(b) **On-Call:**

Public Works employees, Facility/Parks Maintenance employees, Arborists, Building Maintenance employees, and Housing Maintenance employees shall be reasonably available during their off duty times to provide emergency duties, such as, responding to break-ins, and property damage. Such persons shall carry and keep in working condition a City issued mobile communication device (which the employee shall keep charged and shall report any issues in a timely manner).

15.04 It is understood and agreed that the provisions of this Article are intended only to provide a basis for calculating time worked and shall not be considered a guarantee as to the hours of work per day, the hours of work per week, the days of work per week, nor a guarantee of working schedules.

15.05 **Break Period:**

All employees shall be permitted a fifteen (15) minute rest period in each half shift of more than three (3) hours, to a maximum of thirty (30) minutes per shift. Breaks shall be taken in accordance with the schedule and the work flow for each respective site.

If an employee is required to work more than two (2) hours overtime, they shall be granted an additional fifteen (15) minute rest period.

15.06 Minimum Call-In Time:

Every employee, except employees on stand-by, who is called in and required to work in an emergency outside their regular hours shall be paid for a minimum of three (3) hours at the applicable overtime rate or the actual gross pay for hours worked whichever is greater.

Notwithstanding the above, when this call-in occurs within three (3) hours of an employee's scheduled starting time, or when they remain at the workplace after quitting time, then the minimum call-in shall not apply and pay shall be at the applicable rate for the time actually worked.

Employees on stand-by shall receive the above entitlement at two (2) hours.

15.07 Shift Premium:

An employee shall receive a shift premium of one (1) dollar per hour for all hours worked between 7:00 p.m. and 7:00 a.m. With the exception of the 6:30 am start time in accordance with Article 15.01 (A) (ii) (a) (ii) and 15.01 (A) (ii) (b) (ii).

15.08 Except where two (2) weeks of notice is given, there shall be at least sixteen (16) hours of rest between shift changes. Any scheduled hours worked within that rest period shall be paid at the appropriate overtime rate as per Article 16 (this excludes call-ins).

15.09 Landfill Attendants and Landfill Equipment Operators shall be scheduled such that they have every other weekend free from work.

ARTICLE 16 - OVERTIME**16.01 (a) Daily Overtime:**

All full-time employees working hours in excess of the number of their normally scheduled daily hours shall be paid time and one half (1 1/2) the employee's normal hourly rate of pay, when the employee has worked a minimum of eight (8) hours during the shift.

(b) Weekly:

With the exception of the regularly scheduled work as defined in Article 15.01 on Saturday or Sunday, all other full-time Public Works employees working eight (8) hour shifts per day shall receive time and one half (1 1/2) for any hours worked on Saturday. Where such employees are working ten (10) hour shifts, they shall receive time and one half (1 1/2) for work on any non-scheduled day except Sunday. Where such employees working

twelve (12) hour shifts, they shall receive time and one half (1 1/2) for work on any non-scheduled day except Sunday. All work on Sunday for these employees will be paid at double time.

- (c) All other employees, excluding students, shall have their hours averaged over each two (2) week pay period and they shall receive overtime at the rate of time and one half (1 1/2) for all hours over eighty (80) in the two (2) week pay period.

16.02 Full-time employees shall have the option of electing to bank up to eighty (80) hours of overtime pay which may be replenished if used. This time may be taken at a mutually convenient time for the employee and the Employer. If the time has not been taken by the end of the year then it shall be paid out to the employee. For the purpose of this Article, the year shall run from November 1st to October 31st.

Banked overtime shall be paid at the hourly rate in effect at the time it is taken.

16.03 There shall be no duplication or pyramiding of hours worked for the purpose of computing overtime or other premium payment.

16.04 It is recognized that it may be necessary to perform overtime work from time to time and the Union and employees will co-operate in performing overtime work. The Employer will use their best efforts to provide as much reasonable notice as is practicable in the circumstances. Where the Employer determines that overtime is required they shall endeavor to distribute such overtime work equitably amongst qualified staff within that division and/or location. Where overtime is offered and there are insufficient qualified volunteers, the Employer shall have the right to assign the work starting with the most junior employee who is qualified to perform the required work and continuing in inverse order of seniority until sufficient qualified employees have been assigned.

ARTICLE 17 - PAID HOLIDAYS

17.01 (a) Full-time employees shall be entitled to the following holidays:

New Year's Day	Labour Day
Family Day (effective Jan. 1, 2025)	Thanksgiving Day
Good Friday	Christmas Day
Victoria Day	Boxing Day
Canada Day	Three (3) Float Days
Civic Holiday	1/2 day before New Year's Day
1/2 day before Christmas Day	

The Employer will consider individual requests to observe alternate religious holidays.

- (b) The Float Days shall be taken in the year in which they were earned. These days shall be taken on a mutually agreeable day to the employee and the Employer. Should the employee not be employed for an entire year, then the three (3) Float Days shall be pro-rated.
 - (c) All full-time employees shall be entitled to one hundred and four (104) hours of holiday pay for a full calendar year. Effective January 1, 2025 increase to one hundred and twelve (112) hours. Full-time employees working less than forty (40) hours per week shall have their total holiday pay pro-rated. Should the employee not be employed for the entire calendar year, then the holiday pay shall be prorated. The pay shall be reserved for use on the holiday days. Effective January 1, 2027 Article 17.01 (c) will no longer be in effect.
 - (d) Students shall not be entitled to receive holidays for the Civic holiday, 1/2 day before Christmas Day, 1/2 day before New Year's Day or Float Days. Holiday pay for these employees shall be calculated pursuant to the *Employment Standards Act*.
 - (e) Part-time employees shall be entitled to the holidays, found in Article 17.01(a) with the exception of the Float days. Holiday pay for these employees shall be calculated pursuant to the *Employment Standards Act*.
- 17.02 Paid holidays for employees who work a seven (7) day operating schedule shall fall on the day they occur.
- For employees who work Monday through Friday, when any of the recognized holidays falls on Saturday or Sunday, the Employer shall deem the days to be taken before or after the weekend.
- 17.03 To qualify for the holiday pay, an employee must work their last scheduled shift before the holiday, and their first scheduled shift after the holiday, unless absent due to illness or authorized leave of absence.
- 17.04 Where an employee is required to work on Christmas Day, New Year's Day or Boxing Day, they shall be paid at the rate of double (2) time, their base hourly rate, for all hours worked in addition to any holiday pay to which they are entitled, or they shall be granted a day in-lieu. Where an employee is required to work on any of the other above-mentioned holidays by the Employer, they shall be paid, at the rate of time and one-half (1 1/2) their base hourly rate, for all hours worked in addition to any holiday pay to which they are entitled, or they shall be granted a day in-lieu.
- The duration of a holiday lieu day shall be equivalent to the amount of

normal hours worked on the holiday in question.

ARTICLE 18 - VACATIONS

18.01 All full-time employees shall be entitled to take annual vacation effective January 1st of each calendar year (even though it has not been earned as of that date), based on the following:

- (a) Two (2) weeks vacation shall be pro-rated during the employee's first (1st) part year of employment;
- (b) Two (2) weeks vacation in the calendar year in which the employee's first (1st) anniversary falls;
- (c) Three (3) weeks vacation in the calendar year in which the employee's third (3rd) anniversary falls,
- (d) Four (4) weeks vacation in the calendar year in which the employee's ninth (9th) anniversary falls;
- (e) Five (5) weeks vacation in the calendar year in which the employee's fifteenth (15th) anniversary falls.
- (f) Six (6) weeks vacation in the calendar year in which the employee's twenty-fifth (25th) anniversary falls.

Effective January 1, 2025

- (a) Three (3) weeks vacation shall be pro-rated during the employee's first (1st) part year of employment;
- (b) Three (3) weeks vacation in the calendar year in which the employee's first (1st) anniversary falls;
- (c) Four (4) weeks vacation in the calendar year in which the employee's ninth (9th) anniversary falls;
- (d) Five (5) weeks vacation in the calendar year in which the employee's fifteenth (15th) anniversary falls.
- (e) Six (6) weeks vacation in the calendar year in which the employee's twenty-fifth (25th) anniversary falls.

Effective January 1, 2026

- (a) Three (3) weeks vacation shall be pro-rated during the employee's first (1st) part year of employment;

- (b) Three (3) weeks vacation in the calendar year in which the employee's first (1st) anniversary falls;
- (c) Four (4) weeks vacation in the calendar year in which the employee's eighth (8th) anniversary falls;
- (d) Five (5) weeks vacation in the calendar year in which the employee's fifteenth (15th) anniversary falls.
- (e) Six (6) weeks vacation in the calendar year in which the employee's twenty-fifth (25th) anniversary falls.
- (f) One (1) additional day per year to a maximum of seven (7) weeks, commencing in the calendar year in which the employee's twenty-six (26) anniversary falls.

18.02 Part-time and seasonal employees shall receive vacation pay in each cheque based on the chart outlined below:

% Pay	Hours completed	Time Off
4	Less than 5,000	2 weeks
6	Greater than 5,000	3 weeks
8	Greater than 10,000	4 weeks
10	Greater than 18,720	5 weeks

Effective January 1, 2026

% Pay	Hours completed	Time Off
4	Less than 3,000	2 weeks
6	Greater than 3,000	3 weeks
8	Greater than 10,000	4 weeks
10	Greater than 18,720	5 weeks

Part-time and seasonal employees shall be entitled to vacation time off without pay based on the above chart.

- 18.03 Students shall receive vacation pay, pursuant to the *Employment Standards Act*, on each payroll deposit.
- 18.04 Employees may only carry forty (40) hours of vacation into the next vacation entitlement year. Those hours must be taken within the first six (6) months of that vacation entitlement year.
- 18.05 An employee leaving the service of the Employer shall have their vacation pay pro-rated.

- 18.06 Employees shall be allowed to take their annual vacation prior to having earned it in any vacation year. Should the employee then leave their employment prior to having earned the vacation, then the Employer shall withhold or make a deduction from the employee's wages.
- 18.07 If a statutory or recognized holiday falls or is observed during an employee's vacation period, they shall be entitled to an additional day off.
- 18.08 Where an employee is ill and must attend a doctor's office, experiences a bereavement, pursuant to this Collective Agreement, or any other approved leave during their period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, at the employee's option.
- 18.09 Employees shall be entitled to vacation based on full-time equivalent continuous years of service with the Employer.
- 18.10 **Vacation Scheduling:**
- Each department shall have the authority to establish a process for the scheduling of vacation time. Where the employee has complied with same, a response granting or denying vacation requests shall be provided as soon as reasonably possible or no later than fifteen (15) days except in extenuating circumstances. Where unique circumstances arise, the Employer will consider vacation requests on a case by case basis and provide a response to same in a timely fashion.

ARTICLE 19 - SICK LEAVE/SHORT TERM DISABILITY PROGRAM

- 19.01 (a) **Definitions for Sick Leave/STDP Benefits:**
- (i) **Employee:**
A full-time employee who has completed the necessary probationary period.
 - (ii) **Short Term Disability:**
Any sickness that is less than eighty-five (85) continuous days.
 - (iii) **Sick Leave Benefit:**
Means a sick day(s) that is paid at sixty-six and two thirds (66 2/3) percent of current salary.

(iv) Topped Up Days:

Means a sick day(s) that is paid one hundred (100) percent of the current salary.

(v) Working Day:

Shall be a scheduled working day for the particular employee involved.

(vi) Sick leave is a short-term absence from work due to illness or injury that is not compensable under WSIA that prevents an employee from safely performing their duties. Sick leave is not to be used for attendance at doctor's appointments.

- (b)** Every employee shall be entitled to sick leave at the sick leave benefit (66 2/3%) rate.
- (c)** Topped Up (100%) days are credited to each employee who has successfully completed their probationary period at a rate of five (5) topped up days per completed year of full-time equivalent continuous service with the Employer as of January 1st in each calendar year.
- (d)** Topped Up (100%) days for employees hired after January 1st and employees who complete their probationary period after January 1st shall have their topped up (100%) days pro-rated in their first year of employment. Five (5) topped up (100%) days will be added each year following until the maximum days reached.

Example re (c) and (d):

Topped Up (100%) Days are Credited:	Number of Topped Up (100%) Days:
Year in which completion of probationary period	Pro-rated Topped up (100%) days
January 1 of year following completion of probation	Five (5) Topped Up (100%) Days (not pro-rate)
January 1, each year thereafter	Five (5) additional Topped Up (100%) days per year until the maximum is reached

- (e)** Once an employee has used their topped up (100%) days in any given year any additional sick day(s) will be paid at the sick leave benefit (66 2/3%) rate.

(f) Maximum Accumulation:

The maximum number of topped up (100%) days and sick leave benefit (66 2/3%) days an employee may have in a calendar year shall be eighty-five (85) days total.

(g) No Carry Over of Sick Days:

Unused days cannot be carried over into the next calendar year and there is no cash value.

(h) Total Use of Topped Up (100%) Days:

Once an employee has used all of their topped up (100%) days in the current calendar year, any additional sickness in the current calendar year up to the maximum benefit under (d or new f Maximum Accumulation) will be at the sick leave benefit (66 2/3%) rate.

(i) As of January 1st of each year, every employee's topped up (100%) days shall only be credited to the amount of the previous January 1st, plus five (5) additional topped up (100%) days, provided neither clause (h) or (i) prevail.

(j) If an employee is off sick as of January 1st, their topped up (100%) days will not be credited until the employee returns to work for five (5) consecutive days in the event of an absence for an unrelated illness. These credited topped up (100%) days cannot be applied retroactively.

(k) If an employee is off sick as of January 1st, their topped up (100%) days will not be credited until the employee returns to work for ten (10) consecutive days in the event of an absence for the same illness. These credited topped up (100%) days cannot be applied retroactively.

(l) Once an employee is in receipt of Long Term Disability (LTD) benefits, the LTD provider will become the first payer.

19.02 While an employee is on sick leave/short term disability, the Employer shall continue to pay the employee's benefits as set out in the provisions of this Collective Agreement.

19.03 Proof of Illness:

Any employee who is off sick for three (3) consecutive days may be required by the Employer to produce a certificate from a legally qualified medical practitioner justifying their absence from work and/or stating that they are physically fit to return to normal or modified duties.

The Employer shall reimburse an employee any cost incurred to meet their obligations under this Article.

If a legally qualified medical practitioner certificate is not produced when requested by the Employer, the employee will not receive any payment for such time until they do produce one.

The Employer reserves the right to question any absence of an employee, no matter what the duration. The Employer may require that the employee be examined by an independent, legally qualified medical practitioner mutually acceptable to both parties, acting reasonable, failing which such selection shall be made by the Employer. Such examination shall be at the expense of the Employer.

ARTICLE 20 - LEAVE OF ABSENCE

20.01 (a) Leave for Union or Public Office:

The Employer may grant an employee who is elected or selected for a full-time position with the Union or who has been offered a paid position within the Union or who is elected into Public office, a leave of absence without wages and benefits for a period not to exceed four (4) years provided that the employee retains the necessary skill and ability to return to the workplace following such leave. The Employer shall retain the right to fill said position(s) on a permanent or temporary basis as the Employer determines appropriate in the circumstances. The employee shall accumulate seniority (in the case of Union leave) or retain but not accumulate seniority (in the case of Public Office leave) for the period of the leave. No more than two (2) employees may be absent at any time pursuant to a leave under this Article.

(b) Leave For Union Meetings:

Members of the Union who have been elected to represent the Union at conventions, or to attend executive or committee meetings of the Union shall apply in writing to the Employer at least two (2) weeks prior to the event. In cases of emergencies, shorter time frames will be considered.

In cases where the employee may be excused from performing work for the Employer, then the leave may be granted. The granting of such leave shall not be unreasonably withheld.

The Employer shall maintain the wages and benefits for employees on leave under this Article.

The Union shall reimburse the Employer for the wages and benefits for the time spent on such leave.

20.02 Bereavement Leave:

Full-time, part-time and seasonal employees shall be granted paid leave of absence, for those days when they were scheduled for work, in the event of bereavement in the family.

(a) Relationship of Deceased:

The Employer shall pay an employee up to:

- (i) five (5) consecutive working days pay at the employees straight time hourly rate for all regularly scheduled hours lost in the event of the death of an employee's spouse, parent, child, step child, grandchild or common-law spouse (as defined by the *Family Law Act*), and;
- (ii) up to three (3) consecutive working days pay at the employees straight time hourly rate for all regularly scheduled work hours lost in the event of the death of an employee's step parent, parent-in-law, sibling, sibling-in-law, step sibling, child-in-law and;
- (iii) one (1) day's pay at the employee's straight time hourly rate for all regularly scheduled work hours lost in the event of the death of an employee's grandparent, grandparent-in-law or foster child.

(b) Length of Leave:

If necessary, additional leave of absence, without pay, may be granted at the discretion of the Employer.

(c) Former Relationships:

Common-law status is recognized but in no event shall an employee be eligible for leave for a former common-law relationship or a relationship by marriage, which has since been terminated by divorce or annulment.

(d) Scheduled Vacation:

In the event that bereavement leave is required while an employee is on a pre-scheduled paid vacation, such paid vacation shall be re-credited to the employee.

20.03 Pregnancy/Parental/Adoption Leave:

The parties agree that Pregnancy and Parental/Adoption Leave shall be in

accordance with the *Employment Standards Act* for the Province of Ontario.

Effective January 1, 2026, in respect of the period of pregnancy or parental leave for full-time employees, payments made according to the Employers' Supplementary Unemployment Benefit Plan which consists of the following:

- (a) For full-time employees with thirteen (13) weeks of continuous service;
- (b) There will be no top-up payments made for the one (1) week Employment Insurance waiting period for either pregnancy or parental leave;
- (c) Payment will be made for up to a maximum of fifteen (15) weeks, payments equivalent to the difference between the sum of the weekly Employment Insurance benefits the employee is eligible to receive and any other earnings received by the employee, and seventy-five (75%) of the actual weekly rate of pay for the classification, which they were receiving on the last day worked prior to the commencement of the pregnancy or parental leave, but not both.
- (d) Top-up payments will be calculated without regard to any election the employee may make to lengthen the duration of the leave and to thereby receive a lower amount of Employment Insurance benefits.
- (e) Under no circumstance shall a full-time employee be entitled to top-up payments for both pregnancy and parental leave for the same child.

20.04 Jury Duty and Witness Fees:

The Employer shall pay an employee who is required for jury service or as a Crown witness or otherwise subpoenaed to attend at court as a witness for each day of such service, the difference between their straight time hourly rate for the number of hours they normally work on their regular shift and the payment they received for jury service or as a witness as defined above. The employee will present proof of service and the amount of pay received.

20.05 General Leaves of Absences:

The Employer may in its sole discretion grant a leave of absence without pay or benefits for serious and legitimate personal reasons. Requests for such leave shall be made in writing to the Chief People Officer/Designate stating the reason for such request and the proposed duration, at least two (2) weeks in advance except in cases of emergency. Seniority shall be retained but shall not accumulate while the employee is absent.

20.06 Educational Assistance:

All employees who have successfully completed their probationary period may be entitled to educational assistance.

The Employer encourages its employees to further their education and learn new skills which will assist them in performing their jobs and/or will further their careers with the Employer.

The Employer, reserves the right to approve or not approve the course or education.

The Employer will reimburse an employee the cost of tuition fees and textbooks where the following conditions are met:

- (a) The Employer determines the courses or education are relevant to the position held by the employee or will assist in the promotion of the employee with the Employer;
- (b) The employee obtains prior approval of their Director/designate before enrolment in any course of study;
- (c) The employee successfully completes the approved course of study and provides satisfactory proof thereof;
- (d) The employee shall only receive their normal daily pay for attending such courses, during normally scheduled hours, or as otherwise agreed by the parties.

ARTICLE 21 - PAYMENT OF WAGES AND ALLOWANCES

21.01 The Employer shall pay wages bi-weekly by direct deposit on Friday's in accordance with Schedule "A" attached hereto and forming part of this Collective Agreement. Every employee shall be provided with an itemized statement of their wages and deductions including overtime worked during the period and banked time owing. The Employer shall pay wages bi-weekly on the preceding Thursday when a holiday falls on a Friday.

21.02 In consideration of the provision of the Employee benefits package, the Union, on behalf of the employees, releases the Employer from any obligation it might have hereafter to pay to employees an *Employment Insurance Act* rebate available because of the existence of a sick leave plan.

21.03 Pay During Temporary Transfer, Higher Rated Job:

When an employee is temporarily assigned to and performs the principle

duties of a higher paying position, within the same bargaining unit, for more than four (4) hours per day, they shall receive the next higher hourly wage rate for the job, provided the next higher rate is at least 5% higher, during such temporary period for each hour worked at the higher paying position. If the position end rate is less than 5% greater than their regular wage they shall be eligible for the next highest wage rate on the grid that is at least 5% greater.

21.04 Pay During Temporary Transfer, Lower Rated Job:

When an employee is temporarily assigned to a lower paying position they shall receive their regular rate for each hour worked at the lower paying position.

ARTICLE 22 - STRIKES /LOCKOUTS

22.01 There shall be no strikes or lockouts, as defined in the *Ontario Labour Relations Act*, so long as this Collective Agreement continues to operate.

ARTICLE 23 - EMPLOYEE INSURED BENEFIT PLANS

23.01 The Employer agrees to contribute the amounts set out below of the billed insurance premiums, towards the coverage of full-time employees, who have completed their probationary period, under the following benefit plans:

(a) **Life Insurance;**

Two times (2X) salary to maximum of \$200,000.00

(b) **AD&D Insurance;**

Two times (2X) salary to maximum of \$ 200,000.00

(c) **Long Term Disability (LTD) Insurance;**

(i) Based on eligibility, seventy-five percent (75%) of salary to a maximum of \$5,000.00 per month, upon completion of eighty-five (85) consecutive days of sickness.

(ii) There will be no vacation credits, vacation pay or paid holiday pay, paid to the employee by the Employer while the employee is receiving benefits under the Long Term Disability (LTD) Plan, nor will credit for such be given or paid upon the employee's return to work.

- (iii) While an employee is on Long Term Disability (LTD), the Employer agrees to pay the premiums for Extended Health Care coverage on behalf of the employee for two (2) years from the first day of coverage under the Long Term Disability (LTD) plan.
- (d) **Extended Health & Drug Insurance;**
 - (i) \$10/\$20 deductible
 - (ii) generic substitution unless brand name requested by doctor
 - (iii) dispensing fee cap of eight (\$8.00) dollars
- (e) **Para Medicals;**
 - (i) \$700.00 per practitioner per calendar year (acupuncture, audiologist, chiropractor, chiropractor, massage therapy, naturopath, osteopath, physiotherapist, podiatrist, and speech therapy)
 - (ii) \$1,000 total per calendar year for psychologist, social worker or psychotherapist. Effective January 1, 2026 increase to \$1,500. Effective January 1 2027 increase to \$2,000.
- (f) **Dental Insurance;**
 - (i) Basic plan
 - (ii) Ontario Dental Association fee schedule minus one (1) year
 - (iii) Nine (9) month recall for adults, six (6) month recall for dependent children
 - (iv) Orthodontic Services for children 18 and under, at 50% reimbursement for a lifetime maximum of \$1,500
 - (v) Crowns and bridges, at 50% reimbursement for a lifetime maximum of \$2000.
 - (vi) Effective January 1, 2027, Dentures, at 100% reimbursement for a maximum of \$1,000 every five (5) years
- (g) **Deluxe Travel Plan;**
- (h) **Vision Care;**
 - (i) Family coverage
 - (ii) \$500.00 every twenty-four (24) months inclusive of eye examinations. Effective January 1, 2025 increase to \$600.00
 - (iii) The insured may elect to use vision coverage in one twenty-four

(24) month period to pay for the costs of laser surgery.

(i) **Audiology Services;**

- (i) Hearing Aids at \$2,500 every five (5) years
- (ii) Maximum of \$200 per year for batteries and accessories
- (iii) Hearing exams

23.02 For part-time employees who have successfully completed their probationary period and who elect to participate in the benefit plan in Article 23.01, (excluding Long Term Disability (LTD) coverage) the Employer shall pay the appropriate percentage of the billed premium cost based on the following formula:

of hours worked per week X one hundred (100) percent

30

The employee shall pay the remaining percentage of the billed premium cost through payroll deduction. "The number of hours worked" shall be calculated using the average number of hours worked per week in the previous calendar year (or six (6) months following successful completion of probation).

23.03 It is understood that the Employer may at any time substitute another carrier for any plan (other than OHIP) provided the benefits being provided are not in total decreased. Before making such a substitution, the Employer shall notify the Union to explain the proposed change.

23.04 It is understood that the benefit plans are not part of this Collective Agreement and are not subject to the grievance and arbitration procedures. The Employer's sole responsibility under this Collective Agreement is to contribute towards the billed premiums as required in Article 23.01 above. The Union may file a grievance alleging that the benefit levels provided by the insurance companies are not consistent with their plans.

The parties agree that the provision of benefit plans is a coordinated effort between the parties and that the Employer shall allow the Union ability to correspond directly with the benefit providers.

23.05 The Employer will provide each employee with the most recent booklets on each benefit plan.

23.06 **Mileage:**

- (a) Mileage rates paid to employees using their own automobile for Employer's business (which includes moving to another work location during their shift after reporting for work), shall be paid at the rate established by City Council.
- (b) When an employee is temporarily transferred from their assigned work location prior to the start of their shift and uses their vehicle to report to work in a different Area, they will be paid the excess of their kilometers from their residence to the location of the job (and return) over the kilometers from their residence to their assigned work location in their usual Area (and return).
- (c) An employee who is assigned to a work location in their normal assigned work Area will not be entitled to personal vehicle compensation to report for work, notwithstanding the amount of notice given or the duration of the assignment.

23.07 **Professional Fees and Licences:**

- (a) The Employer shall pay all annual professional and/or renewal licence fees, for an employee who, as a condition of employment, is required to be a member of a professional association or to be certified. Except as provided below, any driver's licence is not included.
- (b) The Employer will only pay the medical costs associated with a driver's licence application or renewal.
- (c) The Employer shall cover the costs of AZ licence renewal.
- (d) The Employer will provide time off with pay during regularly scheduled hours and a required vehicle, if available and required, to a full-time employee in order to obtain the licence required.
- (e) Employees required to use their personal vehicle for the transportation of goods/equipment for the Employer shall be reimbursed the difference between the cost incurred to purchase business insurance versus what they would have been required to pay for regular insurance to a maximum of \$150.00 per calendar year. To receive such payment, the Employee shall provide the original receipt and documentation sufficient to the Employer to demonstrate such cost increase.
- (f) **Professional Fees and Licences:**

An employee shall be paid \$1.00/hr premium for all hours worked that requires the usage of the AZ licence, as assigned by the Employer. This will include all hours when the equipment requiring an AZ is under the

care and control of the employee. The premium does not apply as a result of the employee holding an AZ licence but is specific to the assigned duties. Effective January 1, 2027 increase premium amount to \$2.00.

23.08 Tool Allowance:

The Employer shall pay a tool allowance for the purchase of tools of five hundred (\$500) dollars per year, paid to employees who are employed as licenced Truck and Coach Technicians for the purchase of tools required to perform the normal functions of the job. A suitable receipt for the purchase may be required by the Employer. The tools shall be the property of the employee, and shall be covered by the Employer's insurance policy against theft or loss.

23.09 Retiree Benefits

The Employer shall pay the insured premiums for full-time employees to provide extended health, drug, vision, deluxe travel and life insurance at \$20,000 benefits, as amended by the Collective Agreement, for a maximum period of five (5) years commencing from the age of sixty (60) or at such time the employee can retire early under the O.M.E.R.S. pension plan with pension accrual benefits, provided that the employee has worked for the Employer for a minimum of ten (10) years.

23.10 WSIB Top-Up:

Any full-time employee prevented from working as the result of an occupational accident/injury/illness that is recognized by the Workplace Safety and Insurance Board as compensational shall receive full net wages and benefits from the Employer for the period in which:

- (a) WSIB benefits are paid; and
- (b) the employee would have been eligible to receive wages from the Employer had the employee not been absent (i.e., for as long as the employee would have worked until the employee would have been laid-off pursuant to the Collective Agreement) to a maximum of six (6) months (not necessarily consecutive) from the date of the accident/injury/illness.

All money received by such employee during this time from the Workplace Safety and Insurance Board shall be paid directly to the Employer.

23.11 O.M.E.R.S. Pension Plan:

Every eligible employee shall join the Ontario Municipal Employees Retirement System (O.M.E.R.S.) pension plan as a condition of employment in accordance to the Plan.

- 23.12 The Employer will provide, for the term of the Collective Agreement, a corporate membership which will entitle permanent employees to a fitness membership at the Lindsay Recreation Complex or the Forbert Memorial Pool, to the maximum allowable number of memberships, and shall be subject to the fees and policies relating to the corporate membership at these facilities. Such memberships will be filled on a first come first serve basis.

ARTICLE 24 - HEALTH & SAFETY

- 24.01 The Employer, the Union and the employees agree to adhere to the provisions of the *Occupational Health and Safety Act* and will exercise due diligence in the investigation of all accidents/incidents.
- 24.02 An employee who is injured during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of the shift at their regular rate of pay without deduction from sick leave.
- 24.03 The Employer shall provide all required personal protective equipment to all employees who require such equipment under any legislation or as determined by the Employer. Personal protective equipment and clothing must be worn by employees and worn in the proper manner.
- 24.04 **Safety Footwear:**
- The Employer shall provide on an as required basis as approved by the department head an allowance to purchase C.S.A. approved safety footwear of two hundred and (\$200.00) dollars for each employee, who was completed their probationary period, required to wear such protective footwear. Boots purchased post hire date will be reimbursed upon completion of probation. Receipt to be provided.
- 24.05 Whenever ordinary work cannot be reasonably continued during working hours by reason of inclement weather conditions, the Employer shall either provide indoor work for outside crews, or allow them to stand-by inside. No loss of pay shall result by reason of the provision of this clause. Employees whose responsibilities require response despite inclement weather conditions will be required to work.
- 24.06 Transportation to the nearest physician or hospital, and return, for employees requiring medical care, as a result of accident or sickness while on the job, shall be at the expense of the Employer.
- 24.07 The Employer shall provide an amount of \$200.00 towards prescription lenses, including tinting, for City approved safety glasses. This is for

employees requiring safety glasses to perform work related activities as approved by their supervisor.

ARTICLE 25 - INTERPRETATION

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

ARTICLE 26 - GENERAL CONDITIONS

26.01 Bulletin Boards:

The Employer shall provide Union bulletin boards upon which the Union shall have the right to post notice of meetings and such other notices that may be of interest to the employees. A Union representative shall initial the notices prior to posting. The Employer will not use the Union bulletin board for its postings and will provide a separate bulletin board for the posting of the Employer notices or health and safety matters where feasible to do so or information binders otherwise.

The Labour Management Committee shall agree on the locations of the Union bulletin boards.

26.02 Copies of Collective Agreement:

The Union and the Employer desire every employee to be familiar with the provisions of this Collective Agreement and their rights and obligations under it.

For this reason each party shall pay fifty (50) percent of the cost of printing this Collective Agreement.

26.03 Collective Agreement Orientation:

The Employer agrees to acquaint new employees with the fact that the Union Collective Agreement is in effect. The Employer shall distribute a Collective Agreement and a one page Union flyer at the orientation meeting.

26.04 The Employer shall continue supplying a lunchroom for employees to eat their meals to be used by those employees who are present at the Employer's premises during their meal breaks.

26.05 Any employee covered by this Collective Agreement who has given good and faithful service to the Employer and who, through advancing years or temporary disablement, is unable to perform their regular duties, shall be

given preference of any work available, which they are capable of performing, at such salary that the Employer and Union agree.

26.06 Uniforms:

The Employer shall determine if a uniform is required to be worn by an employee and shall supply a reasonable number, that will be replaced on an as needed basis as recommended by the Manager/Department Head.

The Employer shall not unreasonably deny replacement of the uniform issue.

The uniform issue shall not be limited to but shall include the following:

- (a) The Employer shall supply, clean and maintain coveralls on the following recommended basis:

Engineering and Assets	3-11
Public Works	3-11
Building Inspectors	1
Parks and Recreation	1
Facility Maintenance – Housing	1

Coveralls will be provided on an as needed basis to those employees as determined by the Employer.

- (b) The Employer shall supply high visibility wear on the following recommended basis:

Shirts (long or short sleeves)	up to 5
Medium Weight Jacket	1
Winter Jacket	1
Bib Overalls	up to 3

- (c) The Employer agrees to provide rain gear for employees required to work outdoors in rainy weather. The rain gear will remain the property of the Employer.

- (d) The Employer agrees to provide jackets on the following recommended basis:

Medium Weight Jacket	1
Winter Jacket	1

- (e) Employees will respect clothing that may be identified as City of Kawartha Lakes issue. It is understood and agreed that such clothing will not be worn at times or in a manner, which will discredit the Employer. Employees who violate this article may be subject to disciplinary action.

- (f) The Employer agrees to provide work gloves on an as needed basis.
- (g) The Employer agrees to provide rubber thermal boots and/or rubber boots, chain saw pants and bib coveralls with cutter protection on an as needed basis.

26.07 Work of the Bargaining Unit:

Employees excluded from the bargaining unit shall not take on work normally performed by employees within the bargaining unit for the purpose of causing the layoff, or discharge of such employees, reduction in the number of employees, reduction in the number of available work hours, or for controlling overtime.

26.08 Indemnification:

The Employer undertakes to continue to pay premiums to provide insurance to provide legal indemnification to employees for actions against the employee by virtue of the employee's performance or non-performance of their duties.

26.09 Contracting Out:

- (a) In the event that the Employer is considering contracting out work currently performed by members of the bargaining unit, which would result in the layoff of bargaining unit employees, it shall so notify the Union at least six (6) months prior to issuing the Request for Proposal or Tender. In these circumstances, the appropriate Directors for the Employer shall meet with the Union no later than two (2) months after the notification and provide the rationale and the documentation supporting the rationale and underlying objectives regarding the issue. The Union then shall be invited to provide its own information, comments and analysis relating to the issue. This information could include, among other things, Union proposals which may eliminate the necessity for a layoff and/or the contracting out of the work.
- (b) Any employee displaced as a result of the contracting out of work shall be allowed to exercise bumping rights pursuant to Article 14.
- (c) An employee who is permanently laid off as a result of the contracting out of work or an employee who has been bumped as a result of an employee exercising their rights under (b) above shall receive one and one half (1 1/2) times the notice and severance which they would otherwise be entitled to receive pursuant to the *Employment Standards Act* and they shall continue to receive their benefit coverage, excluding Long Term Disability (LTD) coverage, pursuant to Article 23.01 for six (6) months following the month of the layoff.

ARTICLE 27 - TERM OF COLLECTIVE AGREEMENT

27.01 Duration:

This Collective Agreement shall be in effect from the 1st day of January 2024 and shall remain in effect until the 31st day of December 2027 and unless either party gives to the other party a written notice of termination or of a desire to amend this Collective Agreement, then it shall continue in effect for a further year without change, and so on from year to year thereafter.

27.02 Notice of Change:

Notice that amendments are required, or that either party intends to terminate this Collective Agreement may only be given within a period of not more than ninety (90) days to the expiration date of the Collective Agreement, or any anniversary date of such expiration date. If either party gives notice, the other party agrees to meet for the purpose of negotiations within twenty (20) days of the giving of such notice, if requested to do so.

27.03 Changes in the Collective Agreement:

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

Dated at Lindsay, Ontario on the 11th day of September, 2025.

FOR THE EMPLOYER

Signed by: Liana Patterson

DocuSigned by: Abel

DocuSigned by: Jenna Johnson

FOR THE UNION

DocuSigned by: Carole

Signed by: ABel

Signed by: Kyle Graham

Signed by: Michelle

Signed by: Abel

Signed by: Julie O'Brien

SCHEDULE "A" – Outside 2024

JDE Job Code	JOB TITLE	1-Jan-24		
		Months	6	18
		Hours	1040	3120
		Step 1	Step 2	Step 3
210100	Student	\$17.50		
210125	Specialized Student	\$18.69		
	<i>Vacant</i>	\$18.80	\$19.55	\$20.34
210450	Labourer, Trails and Cemetery Operations			
210425	Parks and Rec Seasonal Labourer			
210415	Building Custodian			
210405	Jr. Arena Maintenance	\$21.23	\$22.08	\$22.97
210480	Sr. Arena Maintenance	\$21.45	\$22.31	\$23.20
210500	Labourer	\$23.14	\$24.06	\$25.03
210705	Shunt Driver			
210700	Senior Parks and Rec Attendant	\$23.79	\$24.74	\$25.73
210800	Landfill Attendant			
210825	Transit Driver	\$24.12	\$25.08	\$26.08
211000	Facility Maintenance - Housing			
211025	Facility Maintenance - Community Services	\$26.06	\$27.10	\$28.18
211500	Building Maintenance (tech)			
211525	Equipment Operator	\$26.39	\$27.45	\$28.54
212025	Water Meter Reader	\$26.46	\$27.52	\$28.62
212000	Landfill Equipment Operator			
223000	Inventory Procurement Clerk	\$26.60	\$27.66	\$28.77
233525	Plant Operator Water - OIT	\$27.65	\$28.76	\$29.91
243550	Patrol Person			
213500	Heavy Equipment Operator	\$27.91	\$29.03	\$30.19
232100	Arborist	\$27.98	\$29.10	\$30.26
234050	Horticulturist			
234025	Utility Maintenance Operator	\$28.31	\$29.44	\$30.62
244050	Facilities and Maintenance Crew Leader - Housing			
244000	Facilities Crew Leader	\$29.84	\$31.04	\$32.28
235075	Plant Operator Water - Class I	\$30.09	\$31.29	\$32.54
245050	Parks Crew Leader			
245025	Landfill Crew Leader	\$30.25	\$31.46	\$32.72

SCHEDULE "A" – Outside 2024

JDE Job Code	JOB TITLE	1-Jan-24		
		Months	6	18
		Hours	1040	3120
		Step 1	Step 2	Step 3
236075	Building Systems Technician			
235000	Truck & Coach Technician	\$32.14	\$33.43	\$34.77
236525	Water and Waste Water Technician			
236500	Plant Operator Water - Class II	\$32.26	\$33.55	\$34.90
237000	Plant Operator Water Class III			
246000	Chief Truck & Coach Technician			
237050	Contract Coordinator			
237025	Quality Management and Policy Coordinator	\$34.45	\$35.82	\$37.26
237075	Utility Maintenance Electrician Operator			
247500	Roads Crew Leader	\$36.65	\$38.11	\$39.64
238000	Plant Operator Water - Class IV	\$37.06	\$38.54	\$40.08
239000	Electrician Operator	\$39.08	\$40.64	\$42.27

- Full-time employees shall progress along the wage grid steps in month intervals as noted above.
- Part-time and seasonal employees who hold 40 hour per week equivalent positions shall progress along the wage grid steps based on 1040 hours and 3120 worked.
- Part-time employees who hold 35 hour per week equivalent positions shall progress along the wage grid steps based on 910 hours and 2730 hours worked.
- Employees will be paid an additional \$0.50 / hour while operating winter combination units (plow/sand).
- Lead-hand premiums (excluding Patrol Persons) \$0.50/hour. Effective January 1, 2025 increase to \$2.00/hour.
- Employees who retired from the Employer and are rehired into a position previously held shall have the period of time worked in the posted position applied towards determining the (step) rate.

Water/Wastewater Division

- Employees receives \$2 per hour classification differential on all hours paid when replacing the non-union Supervisor ORO. Overtime shall be paid based on the hourly wage rate including the differential.
- Employees will be placed on the grid based on the license which they possess.
- The Employer reserves the right to commence new employees above the start rate in water classifications.

SCHEDULE "A" – Outside 2025

JDE Job Code	JOB TITLE	1-Jan-25		
		Months	6	18
		Hours	1040	3120
		Step 1	Step 2	Step 3
210100	Student	\$18.11		
210125	Specialized Student	\$19.34		
	<i>Vacant</i>	\$19.46	\$20.24	\$21.05
210450	Labourer, Trails and Cemetery Operations			
210425	Parks and Rec Seasonal Labourer			
210415	Building Custodian			
210405	Jr. Arena Maintenance	\$21.98	\$22.86	\$23.77
210480	Sr. Arena Maintenance	\$22.20	\$23.09	\$24.01
210500	Labourer	\$23.95	\$24.90	\$25.90
210705	Shunt Driver			
210700	Senior Parks and Rec Attendant	\$24.62	\$25.61	\$26.63
210800	Landfill Attendant			
210825	Transit Driver	\$24.96	\$25.96	\$27.00
211000	Facility Maintenance - Housing			
211025	Facility Maintenance - Community Services	\$26.97	\$28.05	\$29.17
211500	Building Maintenance (tech)			
211525	Equipment Operator	\$27.31	\$28.41	\$29.54
212025	Water Meter Reader	\$27.39	\$28.49	\$29.63
212000	Landfill Equipment Operator			
223000	Inventory Procurement Clerk	\$27.53	\$28.63	\$29.78
233525	Plant Operator Water - OIT	\$28.62	\$29.76	\$30.95
243550	Patrol Person			
213500	Heavy Equipment Operator	\$28.89	\$30.04	\$31.24
232100	Arborist	\$28.96	\$30.11	\$31.32
234050	Horticulturist			
234025	Utility Maintenance Operator	\$29.30	\$30.47	\$31.69
244050	Facilities and Maintenance Crew Leader - Housing			
244000	Facilities Crew Leader	\$30.89	\$32.12	\$33.41
235075	Plant Operator Water - Class I	\$31.14	\$32.39	\$33.68
245050	Parks Crew Leader			
245025	Landfill Crew Leader	\$31.31	\$32.56	\$33.86

SCHEDULE "A" – Outside 2025

JDE Job Code	JOB TITLE	1-Jan-25		
		Months	6	18
		Hours	1040	3120
		Step 1	Step 2	Step 3
236075	Building Systems Technician			
235000	Truck & Coach Technician	\$33.27	\$34.60	\$35.98
236525	Water and Waste Water Technician			
236500	Plant Operator Water - Class II	\$33.39	\$34.73	\$36.12
237000	Plant Operator Water Class III			
246000	Chief Truck & Coach Technician			
237050	Contract Coordinator			
237025	Quality Management and Policy Coordinator	\$35.65	\$37.08	\$38.56
237075	Utility Maintenance Electrician Operator			
247500	Roads Crew Leader	\$37.93	\$39.44	\$41.02
238000	Plant Operator Water - Class IV	\$38.35	\$39.89	\$41.48
239000	Electrician Operator	\$40.45	\$42.07	\$43.75

- Full-time employees shall progress along the wage grid steps in month intervals as noted above.
- Part-time and seasonal employees who hold 40 hour per week equivalent positions shall progress along the wage grid steps based on 1040 hours and 3120 worked.
- Part-time employees who hold 35 hour per week equivalent positions shall progress along the wage grid steps based on 910 hours and 2730 hours worked.
- Employees will be paid an additional \$0.50 / hour while operating winter combination units (plow/sand).
- Lead-hand premiums (excluding Patrol Persons) \$0.50/hour. Effective January 1, 2025 increase to \$2.00/hour.
- Employees who retired from the Employer and are rehired into a position previously held shall have the period of time worked in the posted position applied towards determining the (step) rate.

Water/Wastewater Division

- Employees receives \$2 per hour classification differential on all hours paid when replacing the non-union Supervisor ORO. Overtime shall be paid based on the hourly wage rate including the differential.
- Employees will be placed on the grid based on the license which they possess.
- The Employer reserves the right to commence new employees above the start rate in water classifications.

SCHEDULE "A" – Outside 2026

JDE Job Code	JOB TITLE	1-Jan-26		
		Months	6	18
		Hours	1040	3120
		Step 1	Step 2	Step 3
210100	Student	\$18.66		
210125	Specialized Student	\$19.92		
	<i>Vacant</i>	\$20.04	\$20.85	\$21.68
210450	Labourer, Trails and Cemetery Operations			
210425	Parks and Rec Seasonal Labourer			
210415	Building Custodian			
210405	Jr. Arena Maintenance	\$22.64	\$23.54	\$24.48
210480	Sr. Arena Maintenance	\$22.87	\$23.78	\$24.73
210500	Labourer	\$24.67	\$25.65	\$26.68
210705	Shunt Driver			
210700	Senior Parks and Rec Attendant	\$25.36	\$26.38	\$27.43
210800	Landfill Attendant			
210825	Transit Driver	\$25.71	\$26.74	\$27.81
211000	Facility Maintenance - Housing			
211025	Facility Maintenance - Community Services	\$27.78	\$28.89	\$30.05
211500	Building Maintenance (tech)			
211525	Equipment Operator	\$28.13	\$29.26	\$30.43
212025	Water Meter Reader	\$28.21	\$29.34	\$30.51
212000	Landfill Equipment Operator			
223000	Inventory Procurement Clerk	\$28.36	\$29.49	\$30.67
233525	Plant Operator Water - OIT	\$29.48	\$30.65	\$31.88
243550	Patrol Person			
213500	Heavy Equipment Operator	\$29.75	\$30.94	\$32.18
232100	Arborist	\$29.82	\$31.02	\$32.26
234050	Horticulturist			
234025	Utility Maintenance Operator	\$30.18	\$31.38	\$32.64
244050	Facilities and Maintenance Crew Leader - Housing			
244000	Facilities Crew Leader	\$31.81	\$33.08	\$34.41
235075	Plant Operator Water - Class I	\$32.07	\$33.36	\$34.69
245050	Parks Crew Leader			
245025	Landfill Crew Leader	\$32.25	\$33.54	\$34.88

SCHEDULE "A" – Outside 2026

JDE Job Code	JOB TITLE	1-Jan-26		
		Months	6	18
		Hours	1040	3120
		Step 1	Step 2	Step 3
236075	Building Systems Technician			
235000	Truck & Coach Technician	\$34.27	\$35.64	\$37.06
236525	Water and Waste Water Technician			
236500	Plant Operator Water - Class II	\$34.40	\$35.77	\$37.20
237000	Plant Operator Water Class III			
246000	Chief Truck & Coach Technician			
237050	Contract Coordinator			
237025	Quality Management and Policy Coordinator	\$36.72	\$38.19	\$39.72
237075	Utility Maintenance Electrician Operator			
247500	Roads Crew Leader	\$39.07	\$40.63	\$42.25
238000	Plant Operator Water - Class IV	\$39.51	\$41.09	\$42.73
239000	Electrician Operator	\$41.66	\$43.33	\$45.06

- Full-time employees shall progress along the wage grid steps in month intervals as noted above.
- Part-time and seasonal employees who hold 40 hour per week equivalent positions shall progress along the wage grid steps based on 1040 hours and 3120 worked.
- Part-time employees who hold 35 hour per week equivalent positions shall progress along the wage grid steps based on 910 hours and 2730 hours worked.
- Employees will be paid an additional \$0.50 / hour while operating winter combination units (plow/sand).
- Lead-hand premiums (excluding Patrol Persons) \$0.50/hour. Effective January 1, 2025 increase to \$2.00/hour.
- Employees who retired from the Employer and are rehired into a position previously held shall have the period of time worked in the posted position applied towards determining the (step) rate.

Water/Wastewater Division

- Employees receives \$2 per hour classification differential on all hours paid when replacing the non-union Supervisor ORO. Overtime shall be paid based on the hourly wage rate including the differential.
- Employees will be placed on the grid based on the license which they possess.
- The Employer reserves the right to commence new employees above the start rate in water classifications.

SCHEDULE "A" – Outside 2027

JDE Job Code	JOB TITLE	1-Jan-27		
		Months	6	18
		Hours	1040	3120
		Step 1	Step 2	Step 3
210100	Student	\$19.22		
210125	Specialized Student	\$20.52		
	<i>Vacant</i>	\$20.65	\$21.47	\$22.33
210450	Labourer, Trails and Cemetery Operations			
210425	Parks and Rec Seasonal Labourer			
210415	Building Custodian			
210405	Jr. Arena Maintenance	\$23.32	\$24.25	\$25.22
210480	Sr. Arena Maintenance	\$23.55	\$24.50	\$25.48
210500	Labourer	\$25.41	\$26.42	\$27.48
210705	Shunt Driver			
210700	Senior Parks and Rec Attendant	\$26.12	\$27.17	\$28.25
210800	Landfill Attendant			
210825	Transit Driver	\$26.48	\$27.54	\$28.64
211000	Facility Maintenance - Housing			
211025	Facility Maintenance - Community Services	\$28.61	\$29.76	\$30.95
211500	Building Maintenance (tech)			
211525	Equipment Operator	\$28.98	\$30.14	\$31.34
212025	Water Meter Reader	\$29.06	\$30.22	\$31.43
212000	Landfill Equipment Operator			
223000	Inventory Procurement Clerk	\$29.21	\$30.38	\$31.59
233525	Plant Operator Water - OIT	\$30.36	\$31.57	\$32.84
243550	Patrol Person			
213500	Heavy Equipment Operator	\$30.65	\$31.87	\$33.15
232100	Arborist	\$30.72	\$31.95	\$33.23
234050	Horticulturist			
234025	Utility Maintenance Operator	\$31.08	\$32.33	\$33.62
244050	Facilities and Maintenance Crew Leader - Housing			
244000	Facilities Crew Leader	\$32.77	\$34.08	\$35.44
235075	Plant Operator Water - Class I	\$33.04	\$34.36	\$35.73
245050	Parks Crew Leader			
245025	Landfill Crew Leader	\$33.22	\$34.54	\$35.93

SCHEDULE "A" – Outside 2027

JDE Job Code	JOB TITLE	1-Jan-27		
		Months	6	18
		Hours	1040	3120
		Step 1	Step 2	Step 3
236075	Building Systems Technician			
235000	Truck & Coach Technician	\$35.30	\$36.71	\$38.18
236525	Water and Waste Water Technician			
236500	Plant Operator Water - Class II	\$35.43	\$36.84	\$38.32
237000	Plant Operator Water Class III			
246000	Chief Truck & Coach Technician			
237050	Contract Coordinator			
237025	Quality Management and Policy Coordinator	\$37.82	\$39.34	\$40.91
237075	Utility Maintenance Electrician Operator			
247500	Roads Crew Leader	\$40.24	\$41.85	\$43.52
238000	Plant Operator Water - Class IV	\$40.69	\$42.32	\$44.01
239000	Electrician Operator	\$42.91	\$44.63	\$46.41

- Full-time employees shall progress along the wage grid steps in month intervals as noted above.
- Part-time and seasonal employees who hold 40 hour per week equivalent positions shall progress along the wage grid steps based on 1040 hours and 3120 worked.
- Part-time employees who hold 35 hour per week equivalent positions shall progress along the wage grid steps based on 910 hours and 2730 hours worked.
- Employees will be paid an additional \$0.50 / hour while operating winter combination units (plow/sand).
- Lead-hand premiums (excluding Patrol Persons) \$0.50/hour. Effective January 1, 2025 increase to \$2.00/hour.
- Employees who retired from the Employer and are rehired into a position previously held shall have the period of time worked in the posted position applied towards determining the (step) rate.

Water/Wastewater Division

- Employees receives \$2 per hour classification differential on all hours paid when replacing the non-union Supervisor ORO. Overtime shall be paid based on the hourly wage rate including the differential.
- Employees will be placed on the grid based on the license which they possess.
- The Employer reserves the right to commence new employees above the start rate in water classifications.

APPENDIX “A” - TEMPORARY POSITIONS AND TEMPORARY EMPLOYEES

(A) Posting of Temporary Positions:

- (a) A temporary position as per Article 13.01, shall be posted in accordance with Article 13 of this Collective Agreement. Permanent, temporary and seasonal employees may apply for temporary positions. Seasonal and/or temporary employees shall be considered before any external candidates only if no permanent employee is awarded the position. The successful employee shall receive the applicable rate as follows:
- (i)
 - (1) If in progression (not at top rate) when they move to a lower paying position, an employee will move to the rate in the lower paid position commensurate with their service.
 - (2) If the former wage rate of the employee is lower than the highest wage rate of the temporary position, then the employee shall move to the next higher wage rate provided it is 5% more of the temporary position otherwise they will move to the next higher step on the wage grid. They shall then be deemed to have the service in that position commensurate with that wage rate and shall progress along the grid in due course. Full-time employees who post into a temporary position shall be placed on the grid based on any accumulated time in that temporary position from the previous year.
 - (3) If the former wage rate of the employee is higher than that of the highest wage rate of the temporary position, then the employee shall move to the highest wage rate of the temporary position for the duration of the temporary position.
 - (ii) During the temporary assignment such full-time, part-time and seasonal employees shall continue to be covered by all the provisions of this Collective Agreement, which previously applied to that person. At the end of such temporary assignment, the employee shall return to their original position.
- (b) Vacancies of less than sixty (60) days may be filled at the Employer's discretion by temporary, full-time, part-time, seasonal employees, and students.
- (c) Vacancies created as a result of full-time, part-time and seasonal employees posting into a temporary assignment, and any other

subsequent vacancies created, need not be posted, and may be filled by the Employer in their absolute discretion. Article 13 will not apply.

- (d) Employees (permanent, seasonal or temporary) who have been offered and accepted a temporary position in accordance with Article 13, Posting of Vacancies, shall not be awarded another temporary position, unless the subsequent temporary position begins after the completion of the temporary position which they are currently in.
- (B) Persons hired to fill temporary positions or the subsequent vacancies, who were not previously full-time, part-time or seasonal employees, shall be referred to as temporary employees. The following Articles of the Collective Agreement shall not apply to temporary employees:
- | | | |
|---------------|---|--|
| Article 8 | - | Labour Management Bargaining Relations |
| Article 10 | - | Arbitration |
| Article 12 | - | Seniority |
| Article 13 | - | Posting of Vacancies |
| Article 14 | - | Layoff and Recall |
| Article 15 | - | Hours of Work |
| Article 16 | - | Overtime |
| Article 17 | - | Paid Holidays |
| Article 18 | - | Vacations |
| Article 19.01 | - | Sick Leave |
| Article 19.02 | - | Sick Leave |
| Article 20.02 | - | Bereavement Leave |
| Article 20.06 | - | Educational Assistance |
| Article 23 | - | Benefits |
| Article 24.05 | - | Inclement Weather |
| Article 26.06 | - | Uniforms |

- (C) Temporary employees shall receive vacation and paid holidays in accordance with the *Employment Standards Act* on each cheque and shall have the option of taking an unpaid week of vacation after each six (6) month period.

(D) **Payment of Wages:**

Subject to the foregoing, temporary employees shall be paid at least the start rate for the position being filled and shall progress along the wage grid based on their continuous service.

(E) **Payment of Union Dues:**

Temporary employees shall pay union dues in accordance with Article 5. A temporary employee shall have the same access to Union representation as a permanent employee when attending meetings with the Employer.

(F) Temporary Employee to Full-Time or Part-Time or Seasonal Employee:

A temporary employee shall not be eligible to apply to become a full-time, part-time or a seasonal employee unless the job has been posted in accordance with the provisions of Article 13, and has not been filled.

If a temporary employee becomes a full-time, part-time or seasonal employee their continuous service shall be credited for purposes of seniority retroactive back to their last date of hire. Their length of temporary service shall be used for the purpose of their probationary period. Notwithstanding the above, an employee who moves from temporary to full-time permanent status shall be immediately eligible for benefits pursuant to Articles 19 and 23.01 once a total of one hundred and thirty (130) continuous days have been worked since the last date of hire.

(G) Termination of Temporary Employee:

The Employer, for any reason not contrary to the *Human Rights Code*, may terminate a temporary employee and there shall be no recourse to the grievance or arbitration provisions of this Collective Agreement.

(H) Temporary employees working in a full-time capacity in the position for an excess of twelve (12) consecutive months are eligible for benefit coverage in accordance with Article 23.01 (d), (e), and (f).

(I) Temporary employees shall be entitled to safety boots in accordance with Article 24.04 after twelve (12) consecutive months.

APPENDIX “B” - WORKING CONDITIONS FOR SEASONAL EMPLOYEES

- (a) A seasonal position is a full-time position, which is not greater than nine (9) months in duration.
- (b) Where the Employer determines that a vacancy in a seasonal position occurs or when a new seasonal position is created, the seasonal position shall first be offered to seasonal employees on layoff based on the factors in Article 14.03.
- (c) If in progression (not at top rate) when they move to a lower paying position, an employee will move to the rate in the lower paid position commensurate with their service.

If the former wage rate of the employee is lower than the highest wage rate of the seasonal position, then the employee shall move to the next higher wage rate of the seasonal position for the duration of the seasonal position. If the former wage rate of the employee is higher than the highest wage rate of the seasonal position, then the employee shall move to the highest wage rate of the seasonal position for the duration of the seasonal position.

- (d) Seasonal employees shall be laid off in reverse order of seniority within the classification in which they are working pursuant to Article 14.01. Seasonal employees shall not be entitled to bump any other employees including other seasonal employees employed in a different classification than which they were working.
- (e) Seasonal employees may only be recalled to seasonal positions. Seasonal employees shall have recall rights to seasonal positions in accordance to Article 14.03.
- (f) The following Articles do not apply to seasonal employees:

Article 14	-	Layoff & Recall
Article 15	-	Hours of Work
Article 16	-	Overtime
Article 17	-	Paid Holidays
Article 19.01	-	Sick Leave Provisions
Article 19.02	-	Sick Leave Provisions
Article 20.05	-	Leave of Absence
Article 20.06	-	Educational Assistance
Article 23	-	Benefits
Article 26.07	-	Work of Bargaining Unit
Article 26.09	-	Contracting Out

Seasonal employees shall receive paid holidays, pursuant to the *Employment Standards Act*.

- (g) The Employer agrees to provide a proportionate number of uniforms to seasonal employees, based on the number of hours worked, and as it relates to their full-time equivalent.
- (h) The Employer shall provide safety footwear in accordance with Article 24.04.
- (i) For seasonal employees who have successfully completed their probation period and who elect to participate in the benefit plan in Article 23.01 (excluding Long Term Disability coverage) the Employer shall pay fifty (50%) percent of the billed premium cost. The employee shall pay the remaining percentage of the billed premium cost through payroll deduction.
- (j) **Shift Change Notice:**
Seasonal employees will be given a twenty-four (24) hour notice of any shift changes from the posted schedule. If the employee is not given twenty-four (24) hour notice, they will receive time and one-half (1 1/2) for the first four (4) hours worked on the changed shift. This is not paid for a standby or on-call pursuant to Article 15.03; a call-in, pursuant to Article 15.06; or for winter maintenance activities, as described in Article 15.01 (A)(ii)(b)(iii).

APPENDIX “C” – PART-TIME ARENA MAINTENANCE

The City employs a number of part-time Jr. Arena Maintenance and Sr. Arena Maintenance employees to work in the winter months in each of the arenas, except the Lindsay Recreation Complex (these positions work year round).

The parties agree to utilize part-time arena staff in a seasonal capacity with layoff in the spring and recall in the fall.

These employees will remain classified as part time employees. All provisions of the CUPE 855 Outside Collective Agreement relating to part-time employees apply.

For locations other than the Lindsay Recreation Complex, should the Employer require part-time Jr. Arena Maintenance or Sr. Arena Maintenance employees to work during the summer months (April to August), they will put out an expression of interest to existing part-time staff by area. If more staff are interested than the Employer requires to cover the available shifts, then seniority will be used as the determining factor and the most junior employee will be laid off.

**LETTER OF UNDERSTANDING #1 – ESA – EXCESS/AVERAGING
HOURS**

Between

THE CORPORATION OF THE CITY OF KAWARTHA LAKES

And

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
Local 855 - Outside**

WHEREAS the parties have entered into a Collective Agreement for the period January 1, 2024 to December 31, 2027; and

WHEREAS the *Employment Standards Act, 2000* (*ESA, 2000*) has come into force during the term of the Collective Agreement; and

WHEREAS the parties wish that the Outside Workers may continue to work extra hours as contemplated in the Collective Agreement and which are allowed by the *ESA, 2000*; and

WHEREAS the *ESA, 2000* requires various agreements that were not required under the former *Act* in order to continue to work these extra hours;

THEREFORE the parties agree that this Memorandum amends the Collective Agreement in order to address these matters and it is considered to be a part of, and subject to, the Collective Agreement:

1. This agreement shall continue to operate at all times that the Collective Agreement is in operation and may not be revoked except with the mutual consent of both parties.
2. For the purposes of s. 17(1)(a) of the *ESA, 2000*, the regular work day consists of eight (8) or twelve (12) hours per day as per the Collective Agreement.
3. In accordance with s. 17(2) of the *ESA, 2000*, the Union consents to the Outside Workers working extra hours beyond eight (8) or twelve (12) hours in a day, to the maximum allowed under the *ESA*, subject to the overtime provisions in the Collective Agreement.
4. Also in accordance with s. 17(2) of the *ESA, 2000*, the Union consents to the Outside Workers working extra hours beyond forty-eight (48) hours in a work week, to a maximum of sixty (60) hours, subject to the overtime provisions in the Collective Agreement.

5. In accordance with section 22 of the *ESA, 2000*, the hours of work for the Outside Workers, as per the eight (8) or twelve (12)-hour shift schedule, shall be averaged over a period of two (2) consecutive weeks as per the Collective Agreement.
6. Nothing in this agreement shall be construed to interfere with the City's right to rely on s. 18(2) or s. 19 of *ESA, 2000* in appropriate circumstances.
7. Nothing in this agreement shall add to or take away any right pursuant to the Collective Agreement.

Dated at Lindsay, Ontario on the 11th day of September 2025.

FOR THE EMPLOYER

Signed by:
Liana Patterson
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Jenn Johnson
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FOR THE UNION

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Signed by:
Kyle Graham
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Julie O'Brien
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LETTER OF UNDERSTANDING #2 – ESSENTIAL SERVICES AGREEMENT

Between

THE CORPORATION OF THE CITY OF KAWARTHA LAKES

And

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
Local 855 – Outside**

The parties mutually agree that:

The Corporation of the City of Kawartha Lakes (the “City”) has the responsibility for the operation of water and wastewater treatment services within the City of Kawartha Lakes;

The City and CUPE Local 855 (the “Union”) recognize that all negotiations for a renewal Collective Agreement between them shall be subject to the terms of the Ontario Labour Relations Act, 2001 (the “Act”), while ensuring the provision of essential water and wastewater treatment services in the event of a strike or lock-out of CUPE Local 855 workers;

The City and the Union agree that the maintenance of essential water and wastewater treatment services during a work stoppage is the joint responsibility of the parties because the absence of such services could pose an immediate and serious danger to the safety and/or health of the public and it is necessary to maintain compliance with the “Ontario Safe Drinking Water Act”;

Therefore, the City and the Union agree as follows:

1. The Union on its own behalf and on the behalf of all members in the bargaining unit agrees that in the event of a legal strike or lock-out, as defined in the *Ontario Labour Relations Act*, the essential water and wastewater treatment services of the City, as set out in this agreement, shall be maintained. Those employees required to maintain essential water and wastewater treatment services, as set out below, shall work their regularly scheduled shifts in accordance with the posted schedule.
2. For the purposes of this Agreement, “essential water and wastewater treatment services” means:
 - a) Two (2) of the group that includes Plant Operators and/or Electrician Operator who hold a Class I Water Treatment license or higher, will continue to work a scheduled shift. The employees will be scheduled

on a weekly, rotational basis per hour identified in the Collective Agreement.

3. The Employer may call in water and wastewater employees as required on a rotating basis by seniority. Water and wastewater employees will be reasonably available to respond, without undue delay, when called.
4. Bargaining unit members will continue to be used to meet the requirements of the *Safe Drinking Water Act* including operating the water and wastewater systems and associated legislative reporting and monitoring during a legal strike or lock-out. Except as routinely happens, no supervisor or management personnel will perform additional duties during a strike or lock-out, except where there are situations of emergency. "Emergency" in this section shall be defined as a situation which overwhelms the available resources and will be determined by the City.
5. The Union agrees that there shall be no reprisals by the Union or its members against water and wastewater treatment workers who are required to work during a legal strike or lock-out. The Union further agrees that neither the Union nor its members shall interfere with or attempt to interfere with the work performed by the water and wastewater treatment employees during a legal strike or lock-out, and that it shall counsel its members accordingly.
6. In the event of a legal strike or lock-out, pre-scheduled vacations will be granted if requested by the employee, during the timeframe of the work stoppage and subject to operational requirements.
7. It is mutually agreed that water and wastewater treatment facilities will not be picketed in the event of a strike or lock-out situation.
8. The parties agree that this Letter of Understanding may be enforced by the Ontario Labour Relations Board and that any attempt by either party to fail to live up to their obligations contained herein, shall be evidence that the party has been engaged in an unfair labour practice and/or is bargaining in bad faith.
9. The terms and conditions set out in the Collective Agreement shall remain in full force during a legal work stoppage for those employees working in the water and wastewater division.
10. This agreement shall remain in effect until such time that it may be amended by mutual agreement of the parties.
11. In the event of a contracting out circumstance, and notwithstanding the above item 10, this agreement will cease at twelve (12) o'clock midnight of the date established for the transfer of operational authority to another party.

- 12. In the event of a legal strike or lockout, and notwithstanding the above item 10, this agreement will cease after thirty-five (35) calendar days of the commencement of the legal strike or lockout.

Dated at Lindsay, Ontario on the 11th day of September, 2025.

FOR THE EMPLOYER

Signed by:
Liana Patterson
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Jenn Johnson
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FOR THE UNION

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Kyle Graham
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Julie O'Brien
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LETTER OF UNDERSTANDING #3 – DAMAGE PREVENTION TECH

Between

THE CORPORATION OF THE CITY OF KAWARTHA LAKES

And

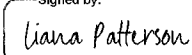
**THE CANADIAN UNION OF PUBLIC EMPLOYEES
Local 855 – Outside**

The parties mutually agree that:

If a member of the Outside bargaining unit is performing the work of the Damage Prevention Technician for more than two (2) consecutive hours they will be paid at the rate of the Damage Prevention Technician in accordance with Article 21.03 for the hours worked in the position.

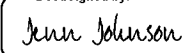
Dated at Lindsay, Ontario on the 11th day of September, 2025.

FOR THE EMPLOYER

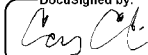
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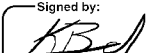
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FOR THE UNION

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LETTER OF UNDERSTANDING #4 – WINTER MAINTENANCE POOL

Between

THE CORPORATION OF THE CITY OF KAWARTHA LAKES

And

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
Local 855 – Outside**

WITHOUT PREJUDICE OR PRECEDENT

WHEREAS the organization provides the services of “Winter Maintenance” which is to patrol and maintain roadways during the period in which adverse winter weather can be expected;

AND WHEREAS there are times when the Employer is required to contract out the winter maintenance services when they are unable to fill vacancies and/or staff are not available to work due to an approved absence, staff are unavailable to work short notice or are unable to drive in accordance with Ministry of Transportation Hours of Work Legislation;

AND WHEREAS in order to avoid contracting out winter maintenance services the parties have agreed to employ qualified Winter Maintenance Pool employees that can be utilized on an “on-call basis” or to cover short term absences to support winter maintenance operations. This pool of employees is not intended to reduce the existing complement of full-time or seasonal staff;

THEREFORE, the parties hereby agree to the following as it relates to the Winter Maintenance Pool employees:

1. The parties acknowledge that the Winter Control Period is intended to start the first full pay period in November and end in the pay period that includes April 15. The end-date is subject to change dependent upon weather conditions and as such the Employer will notify the Union in the event that they need to extend the conclusion of Winter Control Period. A minimum of seven (7) days’ notice will be provided.
2. The parties agree that Winter Maintenance Pool employees may work during the Winter Control Period defined in section 1 of this agreement.
3. All Winter Maintenance Pool employees must hold and maintain a valid Class D licence with Z endorsement and have a minimum of one (1) season experience operating a tandem truck and plow.

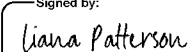
4. Opportunities will be offered on a rotational basis; the Winter Maintenance Pool employee can choose to accept or decline the opportunity to work.
5. Former CUPE 855 Outside employees with previous experience with this Employer will be paid at the same step on the wage grid as when they left but at all times, as per the Collective Agreement and Schedule "A".
6. Night shift premium and combination unit premium will be paid in accordance with the CUPE 855 Outside Collective Agreement.
7. There will be no pyramiding of overtime and premiums.
8. A Winter Maintenance Pool employee may also be utilized to cover a short term absence (i.e. sick leave, vacation, resignation, etc.). These employees will cover the available hours, to a maximum of sixty (60) days, until the full-time employee returns to work or the vacancy is filled in accordance with Article 13 of the CUPE 855 Outside Collective Agreement. These opportunities will be offered to Winter Maintenance Pool employees on a rotational basis.
9. The following Articles of the Collective Agreement do not apply to Winter Maintenance Pool employees:

- Article 8 – Labour Management Bargaining Relations
- Article 10 – Arbitration
- Article 12 – Seniority
- Article 13 – Posting of Vacancies
- Article 14 – Layoff and Recall
- Article 15 – Hours of Work
- Article 16 – Overtime
- Article 17 – Paid Holidays
- Article 18 – Vacations
- Article 19 – Sick Leave Provisions
- Article 20 – Leave of Absence
- Article 23 – Benefits
- Article 26.06 – Uniforms

10. The parties agree to discuss all issues as they arise. Changes can be made with mutual consent of the parties.

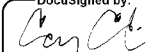
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FOR THE EMPLOYER


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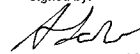
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Julie O'Brien
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LETTER OF UNDERSTANDING #5 – POST 65 BENEFITS

Between

THE CORPORATION OF THE CITY OF KAWARTHA LAKES

And

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
Local 855 – Outside**

WHEREAS the parties are party to a Collective Agreement and:

WHEREAS the Employer employs individuals over the age of 65 and;

WHEREAS the Employer is unable to purchase particular benefit provisions in the market place, the parties agree to the following differences related to employee benefits for employees over age 65.

Except where defined in this Letter of Agreement, the provisions of the Collective Agreement(s) shall be applied to all employees, regardless of age, based on the definitions as per Article 3.02. Once the conditions of employment provide for benefits under Article 19 or 23, the following differences shall be applied to employees over age 65:

- 23.01 (a) Life Insurance shall be at: one time (1X) salary to maximum of \$100,000 from age 65; 50% of salary to a maximum of \$50,000 from age 70;
- 23.01 (b) AD&D Insurance shall be at: the same as Life Insurance;
- 23.01 (c) Long Term Disability Insurance shall not apply. (Employees who are approved for sick leave benefits under Article 19 will not be eligible for any sort of employer paid LTD insurance.)
- 23.01 (d) – new (i) Employee benefits as provided by Greenshield (or any other such insurance provider as engaged by the parties) shall be at the reasonable and customary provisions of the benefits provider, which may or may not have particular provisions based on age.

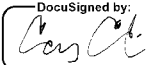
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
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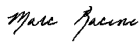
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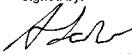
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LETTER OF UNDERSTANDING #6 – THE LEARNING/TRAINING PROGRAM

Between

THE CORPORATION OF THE CITY OF KAWARTHA LAKES

And

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
Local 855 – Outside**

The parties agree:

The learning/training program is intended to provide specific learning opportunities where the employer is not successful in recruiting fully qualified candidates and where the applicant does not possess the required essential skills to be deemed qualified for Schedule 'A' positions.

Employees in this classification will be hired into the "on the job" learning programs and will move to Step 1 once they have completed the learning portion of their agreement. (Examples of on the job learning will include Employer paying for costs to obtain specific licenses or experiential programs such as DZ, equipment/bus operation, building systems/maintenance that would currently be a barrier to employment.)

For each trainee the parties, including the Union, Employee and Employer, will sign a learning/training agreement detailing the length of learning/training, rate or pay, covered costs based on the individual's qualifications, skills and experience at the time of hire into the training program.

In all circumstances the learning/training opportunity will be filled by internal applicants first before recruitment occurs externally.

Employees hired into the learning/training program shall be paid at 4% less than Step 1 on Schedule "A" until they have completed the requirements as outlined in the learning/training agreement.

In the event the internal candidate or a non-probationary employee is unsuccessful in acquiring the required qualifications set out in the learning/training agreement, they will be returned to their former position.

Probationary employees who are unsuccessful in fulfilling the required qualifications set out in the learning/training agreement, may be terminated pursuant to Article 12.04.

Pursuant to Article 12.04 probation for trainees will be six (6) months.

All other terms and conditions of the CUPE 855 Outside Collective Agreement shall apply.

Dated at Lindsay, Ontario on the 11th day of September, 2025.

FOR THE EMPLOYER

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Liana Patterson
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Jenn Johnson
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Kyle Graham
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Julie O'Brien
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LETTER OF UNDERSTANDING #7 – SUMMER STUDENTS

Between

THE CORPORATION OF THE CITY OF KAWARTHA LAKES

And

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
Local 855 – Outside**

The parties mutually agree to the following conditions for employees employed as “Students” during the term of the Collective Agreement:

1. Students may be employed in the Outside bargaining unit and are defined in Article 3.02 (d).
2. Students in the Outside Bargaining Unit will be paid the rate of pay of “Student” per Schedule ‘A’.
3. “Specialized Students” may be employed in the Outside bargaining unit. To be considered a specialized student they must have completed a minimum of one (1) year of post secondary education in the specific field of the position for which they are employed.
4. “Specialized Students” rates per Schedule ‘A’.

Dated at Lindsay, Ontario on the 11th day of September, 2025.

FOR THE EMPLOYER

Signed by:
Liana Patterson

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Liana Patterson

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Jenn Johnson

FOR THE UNION

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Kyle Graham

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Signed by:
Julie O'Brien

LETTER OF UNDERSTANDING #8 – WAGES DURING BARGAINING

Between

THE CORPORATION OF THE CITY OF KAWARTHA LAKES

And

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
Local 855 – Outside**

The parties will schedule collective bargaining during the daytime hours, Monday to Friday.

Employees who normally work Monday to Friday shall attend during their paid work hours. (These hours will be paid to employees as regular hours worked and be an expense (non-recoverable) of the Employer.)

Union employees who normally work seven (7) days per week, including days, evenings or nights, may need to have their schedules changed to accommodate the bargaining schedule, and this will be the first option attempted. The purpose of changing the employee’s schedule is to keep the hours of work for the individual to be similar to their usual hours of work (including the attendance at bargaining as normal hours of work.) The amended schedule, including bargaining dates, will then become their ‘regularly’ scheduled hours and the total hours in keeping with the regular hours of work.

In the event the parties agree, the Employer will not amend the individual’s regular schedule and may instead pay the Union employee for their attendance at bargaining. Under this option, the time spent in bargaining will be capped at seven (7) or eight (8) hours per day (based on the normal weekly hours of work); and treated as overtime at straight time; the hours can be banked or paid.

Dated at Lindsay, Ontario on the 11th day of September, 2025.

FOR THE EMPLOYER

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Jenn Johnson
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Julie O'Brien
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LETTER OF UNDERSTANDING #9 – TRANSIT DRIVER MEAL BREAK

Between

THE CORPORATION OF THE CITY OF KAWARTHA LAKES

And

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
Local 855 – Outside**

WITHOUT PREJUDICE OR PRECEDENT

WHEREAS the Employer produces a work schedule that is compliant with the *Employment Standards Act (ESA)* and the CUPE 855 – Outside Collective Agreement;

AND WHEREAS the Employer has created a Transit Driver schedule with shifts that are twelve (12) plus hours in duration, that some of the employees prefer working, as opposed to shifts that are shorter in duration;

AND WHEREAS the employees prefer a single meal break during said shift;

AND WHEREAS the *Employment Standards Act (ESA)* provides minimum requirements related to meal breaks unless otherwise mutually agreed to between the parties under O. Reg. 390/05;

THEREFORE, THE PARTIES AGREE to the following terms for meal breaks for Transit Drivers when working the longer shift.

1. The longer shift will commence at 6:30am and will go until 7:15pm. A one (1) hour unpaid lunch break will be provided to the employees between 11:00am and 2:00pm based on a rotational schedule.
2. Scheduled breaks will not be provided in accordance with Article 15.05 of the Collective Agreement, as the employees receive a greater benefit of approximately ten (10) minutes free from work each hour.
3. In the event operational changes are required, the Employer will form a task force comprised of Divisional Management, a member of People Services, a member from the Union Executive and three (3) employee representatives to assess the provisions of this letter of understanding.
4. Changes to this agreement can be made with mutual consent of the parties.

5. All other terms and conditions of the CUPE 855 Outside Collective Agreement will apply.

Dated at Lindsay, Ontario on the 11th day of September, 2025.

FOR THE EMPLOYER

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Liana Patterson
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Jenn Johnson
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LETTER OF UNDERSTANDING #10 – WATER WASTEWATER SATURDAY HOURS

Between

THE CORPORATION OF THE CITY OF KAWARTHA LAKES

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES
Local 855 – Outside

RE: Temporary Suspension of Saturday Hours Water Wastewater

Notwithstanding Article 15.01 (A) (iii), which requires employees to be regularly scheduled to work Saturdays, the Employer agrees to suspend regularly scheduling employees to work on Saturdays.

The parties acknowledge that the requirement for regularly scheduled Saturday work remains the sole discretion of the Employer. In the event the Employer deems it necessary to return to regularly scheduled work on Saturdays, the Employer will provide the Union and the affected employees with four (4) weeks notice of the change.

Dated at Lindsay, Ontario on the 11th day of September, 2025.

FOR THE EMPLOYER

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Liana Patterson
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Jenn Johnson
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FOR THE UNION

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Julie O'Brien
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