

# **COLLECTIVE AGREEMENT**

**Between:**

**THE CORPORATION OF THE  
CITY OF KENORA**



**- and -**

**CUPE** *Canadian Union  
of Public Employees*

**CANADIAN UNION OF PUBLIC EMPLOYEES  
AND IT'S LOCAL 191**

**Term of the Agreement: January 1, 2024 to December 31, 2025**

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**COLLECTIVE AGREEMENT**

**Between:**

**THE CORPORATION OF THE  
CITY OF KENORA  
(hereinafter called the "Employer")**

**Of The First Part**

**- AND -**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 191  
(hereinafter called the "Union")**

**Of The Second Part**

## **ARTICLE 1 - RECOGNITION AND DEFINITIONS**

### **Preamble**

WHEREAS in the interests of the efficient conduct and administration of the Cities affairs it is desirable and necessary that there shall be harmonious relations between the City and its employees, and fair and reasonable remuneration for services rendered, having regard to the responsibilities attached to the positions held, the nature of the duties thereof, the manner of their discharge, seniority in the service, security of the tenure of office and promotion within the service; the City hereby consents and agrees to negotiate with the Union, or any authorized Committee thereof, in any and all matters affecting the relationship between the parties to this Agreement, looking towards a peaceful and amicable settlement of any differences that may arise between them.

NOW THEREFORE, to effectuate the foregoing, the City hereby covenants and agrees with the Union as follows:

#### **1.01 Recognition**

The Employer, or anyone authorized to act on its behalf, approves and recognizes the Canadian Union of Public Employees and its Local 191, as the sole collective bargaining agency for all of its employees, save and except foremen and persons above the rank of foreman, members of IBEW Local 559, KPFFA Local 943, Powerworkers 1000, Supervisory personnel, employees employed in a confidential capacity, Museum Employees, Library Employees, High School Students working less than twenty (20) hours per week at the Kenora Recreation Centre and Discovery Centre, Project Engineer, Deputy Chief Building Inspector, and Tax Collector.

#### **1.02 Definitions**

- (a) Employee shall include only such persons coming within the scope of the Bargaining Unit as described in Clause 1.01
- (b) Regular full-time Employee shall mean an employee who has successfully completed their probationary period and whose length of appointment is indefinite.
- (c) Regular part-time Employee is defined as an employee who has made a commitment to work on a pre-determined schedule of not more than 24 hours per week. Regular part-time employees may work more than 24 hours per week on occasion to temporarily replace day to day sick leave or vacation. Regular part-time employees shall not replace on a long term or permanent basis. No split shifts shall be applied to regular part-time employees unless otherwise stipulated within this Collective Agreement. The opportunity for extra hours will be distributed evenly.

(d) Temporary Employee is defined as an employee who:

- i. is hired to carry out a short-term project of a non-recurring nature of known duration, not to exceed six (6) months or to temporarily replace the incumbent of a position during their absence;
- ii. shall not accrue seniority and if subsequently hired as a regular full-time or regular part-time employee without a break in service, they must successfully complete the requisite probationary period following which their seniority shall date from their first day of continuous employment;
- iii. is not eligible for entitlements under Article 10 (Vacation), Article 15 (Sick Leave), Article 18 (Group Benefits), or to be paid fringe benefits of any kind;
- iv. shall begin at the minimum rate for the position occupied and shall pay Union Dues;
- v. shall receive vacation pay in accordance with the *Employment Standards Act, 2000*;
- vi. may not grieve the termination of their employment at the completion of their specified term.

The Employer agrees to provide to the Union, the names of the temporary employees, their start date and their anticipated termination date.

(e) Student is defined as a person who was a student at a school, college, university or other educational institute prior to being employed by the Employer or who may be working under a co-operative work study program and is employed at any time by the Employer and who is intending to return to school at the end of the vacation period or work study program.

Students shall not accrue seniority or be paid fringe benefits of any kind, except those specified in the *Employment Standards Act of Ontario* but they shall pay Union Dues. The wage rate for a student shall be as set out in the Wage Schedule. The Employer reserves the right to pay a higher rate, depending upon qualifications and experience.

Students shall be terminated at the end of the school vacation period or work-study program and no grievance may be filed with respect to such termination.

Students may be used to perform union duties provided they meet the qualifications and shall be paid at the student rate. If a vacancy occurs during the summer months, the posting procedure will not be delayed.

- (f) Seasonal Employees shall mean an employee, who has successfully completed probation and is employed on a continual seasonal basis for the approximate period of not more than seven (7) months. Seasonal employees will receive all benefits in accordance with the Collective Agreement while they are employed. Seasonal Employees hired in the Operations division may be sent home during the seasonal contract when there is a shortage of work with 48 hr notice.
- (g) Shift is defined as one scheduled workday based on the employee's regular hours of work.
- (h) Seven-day Operation means the continuous operation to deliver city services, that are carried out with consecutive shifts of employees seven (7) days of the week without interruption. Shifts will consist of either five (5) consecutive shifts of eight (8) hours or four (4) consecutive shifts of ten (10) hours.

**1.03 Plural Terms May Apply**

Whenever the singular is used in this Agreement, it shall be considered as if the plural has been used where the context of the party or parties so require.

**1.04 Part-Time Employees**

Part-time shall be subject to Article 3.08 of this Agreement. Upon completion of the probationary period part-time employees will receive 9% of straight time hours of work, paid in lieu of benefits and sick leave credits (Articles 15 and 18) until they reach the age of 65.

**1.05 Work of the Bargaining Unit**

- (a) Persons whose regular jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit except for purposes of instruction, emergency, or when regular employees are not readily available.
- (b) No present employee at the date of ratification (March, 2001) shall be laid off due to any contracting out.
- (c) The Employer shall provide notice in accordance with 8.01(a) prior to the implementation of any new technology that could impact the job security, workload or job content of union members.

**1.06 No Other Agreements**

No employee shall be required or permitted to make any written or verbal agreement which may conflict with the terms of this contract.

**1.07 Present Conditions to Continue**

All rights, benefits, privileges and working conditions which employees now enjoy, receive or possess as employees of the Employer shall continue to be enjoyed and possessed insofar as they are consistent with this Agreement but may be modified by mutual agreement between the Employer and the Union.

**1.08 Employer Shall Not Discriminate**

The Employer agrees that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, discipline, discharge or otherwise by reason of protected grounds under the *Ontario Human Rights Code* or membership in a trade union.

**1.09 Transition Matters**

The Employer agrees to consult the Union and work together with them on any transition matters.

**1.10 Work Incentive Program**

The Union agrees to approve, as necessary, all education development placements through an approved education institute. The Employer agrees that such placements shall not cause the layoff of any Bargaining Unit members. The Employer will notify the Union of any requested placements.

**ARTICLE 2 – MANAGEMENT RIGHTS**

**2.01 Management Rights**

The Union recognizes that the management of the operations and the direction of the working force are fixed exclusively in the Employer and shall remain solely with the Employer. Without restricting the generality of the foregoing the Union acknowledges that it is the exclusive function of the Employer to:

- (a) maintain order, discipline and efficiency;
- (b) hire, discharge, direct, classify, transfer, promote, layoff, recall and suspend or otherwise discipline employees for just cause, provided that a claim of discriminatory promotion or demotion, or claim that an employee who has completed their probationary period has been unjustly discharged or disciplined may be the subject of a grievance and dealt with in accordance with the Grievance Procedure;

- (c) establish and enforce reasonable rules and regulations to be observed by employees;
- (d) generally to manage and operate the Operation in all respects in accordance with its obligations and without restricting the generality of the foregoing, to determine the kinds and locations of equipment to be used, the allocation and number of employees required from time to time, the standards of performance for all employees; the work schedules, the start and stop times of shifts over the course of a year, and all other matters concerning the Employer's operations.

These rights will not be applied in a manner that is inconsistent with any of the terms of this Agreement.

Without limiting the generality of the foregoing provisions, it is expressly understood and agreed that any breach of any of the Employer rules or any of the provisions of this agreement may be deemed to be just cause for discipline, or dismissal of an employee, provided that nothing herein shall prevent an employee who has completed their probationary period from filing a grievance to determine whether or not such breach actually took place.

The Union will be advised within sixty (60) days before implementation of any major changes that may affect the union and its members except in emergency situations or unforeseen circumstances. Any major changes shall not conflict with the terms of this agreement.

## **2.02 Residual Rights**

All matters concerning the operations of the Employer and which are not specifically dealt with herein shall be reserved to the Employer.

## **ARTICLE 3 - UNION SECURITY**

### **3.01 New Employees**

A representative of the Union shall be given an opportunity to meet with each new employee within regular working hours and without loss of pay for a maximum of thirty (30) minutes during the first week of employment, for the purpose of discussing with the new employee the benefits and duties of Union membership, and their responsibilities and obligations to the Employer and the Union.

### **3.02 National Representative of Canadian Union of Public Employees**

The Union shall have the right at any time to have the assistance of National representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such National representatives shall have access to the Employer's premises in order to investigate and assist in the settlement of a grievance. The Employer may also have the assistance of consultants at such meetings.

### **3.03 Crossing of Picket Lines During a Legal Strike**

The Employer recognizes the rights of all employees in this Bargaining Unit to refuse to cross or work behind a legal picket line arising out of labour disputes. Failure to cross such a picket line shall not be grounds for disciplinary action.

### **3.04 Union Bargaining Committee**

- (a) A Union Bargaining Committee shall be elected or appointed and consist of not more than four (4) members of the Union.
- (b) Leave of absences without loss of seniority will be provided for employees serving as representatives of the Bargaining Committee.
- (c) The Employer will only be responsible for regular, straight time pay for scheduled shifts that coincide on days of negotiation meetings.

### **3.05 Meetings of Committee**

In the event that either party wishes to call a bargaining meeting, the meeting shall be held at a time and place fixed by mutual agreement. Such meeting must be held not more than fourteen (14) calendar days after the request has been given unless this period is extended by mutual consent between the parties. This Clause refers to the second and subsequent bargaining meetings.

### **3.06 Union Sponsored Education**

The Employer recognizes that education is a continuing process. Accordingly, the Employer shall allow the Union to sponsor education functions such as seminars, workshops, lectures, etc., to be held on the Employer's premises during the employees' lunch period or following the regular working day. The Employer is not responsible for any costs associated with these events, including wages and benefits.

### **3.07 Acquaint New Employees**

The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect and will provide each new employee a digital copy of the Collective Agreement upon request.

**3.08 All Employees to be Members**

All employees of the Employer, as a condition of continuing employment, shall become and remain members in good standing of the Union, according to the constitution and by-laws of the Union. The Union shall be the sole judge of the good standing of its members. All future employees of the Employer shall, as a condition of continued employment, become members in good standing in the Union no later than after one (1) month of continuous employment with the City.

**3.09 Check-off Payments**

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

The Union shall inform the Employer of the rate of dues or deductions for its employees or any changes in the rate of deduction.

Deductions shall be forwarded in one cheque to the Treasurer of the Union within two (2) weeks of the date the payroll is paid for which the dues were levied. The cheque shall be accompanied by a list of names of the employees from those wages the deductions have been made. The Union shall save the Employer harmless with respect to all dues or the equivalent thereof so deducted and remitted and with respect to any liability, which the Employer might incur as a result of such deductions.

**3.10 Dues Receipts**

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

**3.11 President Time Off**

President or designate will be allowed to book off up to five (5) days per month for union business at the local's expense. All wages and benefits will be deducted from the union dues and remitted to the local. Time off will be requested three (3) days in advance. Time off for union business will be allowed where mutually convenient.

## **ARTICLE 4 - LABOUR MANAGEMENT CO-OPERATION COMMITTEE**

### **4.01 Labour Management Cooperation Committee**

A Labour Management Co-operation Committee shall be established consisting of not more than four (4) representatives of the Union and not more than four (4) representatives of the Employer. The Committee shall meet on request by either party at a mutually agreeable time and place and shall enjoy the full support of both parties to this Agreement in the interest of providing the best possible service to the public and such time at these meetings shall be regarded as work time and shall be paid by the Employer. The party requesting the meeting will present the other party with an agenda outlining the matters to be discussed at the meeting at least one (1) week, prior to the meeting if possible.

### **4.02 Resolutions of Council**

All Resolutions of the City Council which affect employees within the bargaining unit shall be forwarded to the Recording Secretary of the Union by the CAO, or designate.

### **4.03 Correspondence**

All correspondence between the parties, arising out of this Agreement or incidental there to, shall pass electronically to and from the Chief Administrative Officer or designate of the City of Kenora and the Recording Secretary of the Union or designate, with a copy to the National Representative of the Canadian Union of Public Employees.

## **ARTICLE 5 – GRIEVANCE PROCEDURE**

### **5.01 Definition**

A grievance is defined as any difference between the Employer and an employee or employees who have completed their probationary period as to the interpretation, application, administration or alleged violation of the Agreement. A grievance shall specify the clause or clauses in the Collective Agreement that are alleged to have been violated.

### **5.02 Grievance Committee**

The Employer acknowledges the right of the Union to appoint or otherwise select a Grievance Committee comprised of three (3) Union members who shall be employees of the Corporation of the City. The personnel of such Committee shall be communicated to City.

### **5.03 Permission to Leave Work**

The Employer agrees that Stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties while investigating disputes and presenting adjustments as provided in this Article. The Union recognizes that each employee is employed full time by the Employer and that they will not leave their work during working hours except to perform their duties under this Agreement. The Union agrees to notify the employer within one (1) week of the election or appointment of the Union Executive and Stewards.

Therefore, no Steward shall leave their work without first obtaining the permission of their Supervisor; such permission shall not be unreasonably withheld; and such reasonable time away from their work shall be regarded as work time and shall be paid by the Employer.

### **5.04 Grievance Forms**

All grievance forms shall contain one grievance. A written grievance shall contain a clear concise statement concerning the alleged grievance, the person involved, the date on which the alleged grievance occurred, the clause or clauses alleged to have been violated and the relief sought.

### **5.05 Grievance Procedure**

An effort shall be made to settle grievances fairly and promptly and it is understood that an employee has no grievance until they have first given their Supervisor the opportunity of adjusting the complaint. If an employee has a complaint, they shall; either alone or accompanied by the Steward, first take the complaint up with their Supervisor or designate who will attempt to adjust it.

Such complaint must be submitted within fifteen (15) working days after the occurrence of the circumstances giving rise to the grievance or within fifteen (15) working days from the time when the aggrieved employee should have known of the occurrence of the event upon which the complaint is based.

The Supervisor shall give their response to the complaint within five (5) working days and, failing settlement, it may then be taken up as a grievance within five (5) working days following the decision of the Supervisor in the following manner:

#### **Step 1**

The employee may be accompanied by a Steward in presenting a grievance in writing to their Manager.

The Manager or designate shall give their reply in writing to the employee with a copy to the Union not later than five (5) working days following the receipt by the Manager or designate of the written grievance.

## **Step 2**

If a settlement satisfactory to the employee is not reached in Step 1, the written grievance may be taken by the Steward to the Senior Human Resources position, or designate within five (5) working days after receipt of the decision in Step 1 is given.

The Senior Human Resources position, or designate shall render a decision in writing to the Steward not later than five (5) working days following the presentation of the written grievance to the Senior Human Resources position, or designate.

### **5.06 Deviation from Grievance Procedure**

After a grievance has been initiated by the Union, the Employer's representative shall not enter discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved employee without the consent of the Union. Violation of this section shall result in the grievance being forwarded to the next step.

### **5.07 Policy Grievance**

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, Step 1 of this Article may be bypassed.

### **5.08 Union Grievance**

The Union and its representatives shall have the right to originate a grievance for an employee, or group of employees, other than through an employee or Steward, and to seek adjustment with the Employer in the manner provided in the Grievance Procedure. Such grievance shall commence at Step 2.

### **5.09 Time Limits**

Time limits shall be computed by excluding Saturday, Sunday, paid holidays and an employee's regular day off. Failure of the employee or the Union to meet time limits in processing the grievance will cause the grievance to expire and shall not be the subject of a new grievance. Failure of the Employer to meet its time limit shall permit the aggrieved employee to take the grievance to the next succeeding step, providing they present the grievance at the next step within five (5) working days after the expiration of the said time limit. Any agreement as to an extension of time will be valid only if signed by the Administrator or designate and the employee or Chief Steward or designate who signed the grievance.

All time limits referred to herein are considered and acknowledged to be mandatory.

**5.10 Place of Meetings**

Meetings held in conjunction with the Grievance Procedure will be held on the Employer's premises.

**5.11 Replies and Grievances**

Replies to grievances shall be in writing at all steps of the Grievance Procedure.

**5.12 Mutually Agreed Changes**

Any mutually agreed changes in writing to this Collective Agreement which are concluded during the life of the Collective Agreement shall form part of this Collective Agreement and are subject to the Grievance and Arbitration Procedures.

**5.13 Employer Grievance**

- (a) It is understood that the Employer may bring forward at a meeting held with the Chief Steward any complaint with respect to the conduct of the Union, its officers or committee members or a member, which may affect the Employer within ten (10) working days after the occurrence of the event giving rise to the complaint.
- (b) If such complaint is not settled to the mutual satisfaction of the conferring parties, it may be treated as a grievance and reduced to writing, and the written grievance sent to the Chief Steward with a copy to the Union Representative.
- (c) If such complaint is not settled to the satisfaction of the Employer, the Steward or designated representative shall within ten (10) working days after receipt of the written grievance by the Employer give a reply in writing to the Employer.
- (d) If the written reply has not settled the grievance to the satisfaction of the Employer or if no written reply is received by the Employer within ten (10) working days after the receipt of the written grievance to the Steward of the Union or designated representative, the Employer may, within ten (10) working days after the receipt of the reply, refer the grievance to arbitration in accordance with Article 6 of this Agreement. Unless otherwise agreed to in writing, the Employer shall comply with the time limits set out in this clause respecting any Employer grievance, otherwise the grievance shall be deemed to have been abandoned.

## **ARTICLE 6 – ARBITRATION**

### **6.01 Arbitration Procedure**

Should any grievance fail to be satisfactorily settled under the foregoing procedure, the Union may, within ten (10) working days following receipt of the answer from the Administrator, notify the Employer in writing of its desire to submit the difference or allegation to arbitration. However, it is acknowledged and understood that the Grievance Procedure must be exhausted in its entirety before the grievance can be referred to arbitration.

### **6.02 Sole Arbitrator**

The Employer and the Union may agree upon a single arbitrator instead of a three-member Board of Arbitration. In such event, the referral to arbitration under Clause 6.01 shall indicate the name of the proposed sole Arbitrator instead of the party's nominee.

### **6.03 Decision of the Board**

The Arbitration Board shall hear and determine the difference and shall issue a decision and the decision shall be final and binding upon the parties and upon any employee affected by it. The decision of a majority shall be the decision of the Arbitration Board, but if there is no majority, the decision of the Chairman shall govern.

### **6.04 Authority of the Arbitration Board**

It is understood and agreed that the Arbitration Board shall have authority only to settle disputes under the terms of this Agreement and may only interpret and apply this Agreement to the facts of a particular grievance involved. Only grievances arising from interpretation, application, administration or alleged violation of this Agreement, including a question as to whether a matter is arbitrable, shall be arbitrable.

The Board of Arbitration shall have no power to alter, add to, subtract from, modify or amend this Agreement or any part of it nor make any decision inconsistent there with nor to deal with any matter that is not a proper matter for a grievance under this Agreement.

### **6.05 Compensation of the Arbitration Board**

The Union and the Employer shall each be responsible for the fees and expenses of its own appointee and one-half of the fees and expenses of the Chairman or Single Arbitrator.

### **6.06 Place of Hearing**

Arbitrations shall be heard at Kenora, Ontario.

## **6.07 Failure to Submit to Arbitration**

If the grievance is not referred to arbitration within thirty (30) days following notice to the Employer of the Union's desire to submit the difference or allegation to arbitration, the grievance will be conclusively deemed to have been finally abandoned.

## **ARTICLE 7 – SENIORITY**

### **7.01 Seniority Defined**

Seniority is defined as the length of service in the bargaining unit and shall be used in determining preference or priority for promotions, demotions, layoffs, re-hiring's and all other matters measured by length of service with the Employer. Seniority shall operate on a bargaining-unit-wide basis.

### **7.02 Seniority Lists**

- (a) Upon the signing of this Agreement and annually thereafter, the Employer shall post on bulletin boards in all offices and furnish the Union with a seniority list for regular full-time and regular part-time employees. Where two (2) or more employees commenced work on the same day, the greater seniority shall be given to the employee with the earliest date of application for employment.
- (b) An up to date seniority list shall be sent to the Union and posted in January 1<sup>st</sup> of each year. It will then be updated quarterly. No objection may be taken by the Union or by any employee unless notice of objection is given to the Employer within one (1) calendar month after the posting of the seniority list in which the item first appeared.

### **7.03 Probation and Newly Hired Employees**

- (a) Each newly employed regular full-time and part-time employee shall be on probation until having completed six (6) calendar months of active continuous service with the Employer.
- (b) During their probationary period, employees shall be entitled to all the rights and privileges of this Collective Agreement, except where specifically excluded. The employment of such employees may be terminated at any time during the probationary period without recourse to the grievance procedure, unless the Union claims discrimination, as noted in Article 1.08 of this Agreement, as the basis of termination.
- (c) After completion of the probationary period, seniority shall be effective from the original date of continuous employment.

#### **7.04 Loss of Seniority**

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

An employee shall only lose their seniority in the event they:

- (a) Are discharged for just cause and not reinstated.
- (b) Resign.
- (c) Are absent from work in excess of three (3) days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible.
- (d) Fails to return to work within seven (7) calendar days following a layoff and after being notified to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of their current phone number and address.
- (e) Are laid off for a period longer than two (2) years.

#### **7.05 Posting of Vacancies**

- (a) Where a vacancy occurs, or a new position is created, the Employer shall notify the Union in writing and post notice of such position in the Employer's Offices and Shops, and on all bulletin boards for a minimum of five (5) working days in order that all members will know about the position and interested employees, who have completed their probationary period, may make application for such position. It is agreed and understood that probationary employees may not apply for posted positions.
- (b) Such notice shall contain the following information: the nature of position, qualifications, required knowledge and education, skills, shift, wage or salary rate or range. Such qualifications may not be established in an arbitrary or discriminatory manner.
- (c) All job postings shall state "The City of Kenora is an Equal Opportunity Employer."
- (d) If the posting is not filled by a permanent employee who has completed probation, the employer may solicit and receive applications from probationary employees. The Employer reserves the right to decide if they would entertain a probationary employee application prior to going to an external posting, with the understanding that the probation would start over in the new position.

#### **7.06 Temporary Vacancies**

Temporary vacancies are vacancies within the Bargaining Unit which are referenced in 1.02 (d)(i) (including vacancies arising as a result of special projects for a specific period) absences due to illness, accident, leaves of absence, vacation, the vacating of a position while the posting procedures are being completed. Such temporary vacancies may be filled at the discretion of the Employer. If filled, such resulting vacancies may be filled on a temporary basis and there shall be no requirement to post such vacancies. Temporary vacancies can be filled with external resources/hiring's.

#### **7.07 Vacancy During Posting Procedure**

The Employer may assign any person to fill the vacancy on a temporary basis, pending the selection of the successful candidate and completion of the job posting procedure and such temporary position need not be posted.

#### **7.08 Method of Making Appointments**

Both parties recognize that job opportunity should increase in proportion to length of service. Therefore, in making staff changes, transfer or promotion, within the bargaining unit, appointment shall be made of the applicant with the greatest seniority and having the required qualifications, including ability, education, skills and experience.

#### **7.09 Notification to Employee and Union**

Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be sent to each applicant and a copy posted on all CUPE bulletin boards. The Union shall be notified of all appointments, hirings, layoffs, transfers, recalls and terminations of employment within the Bargaining Unit.

#### **7.10 Trial Period**

- (a) The successful applicant shall be notified within fourteen (14) calendar days following the end of the posting period unless it is mutually agreed to extend. They shall be placed on trial for a period of three (3) months. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification or if the successful applicant wishes to return to their former position, they shall be returned to their former position, wage or salary rate and without loss of seniority.
- (b) Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position, wage or salary rate, without loss of seniority.

**7.11 Transfer and Seniority Out of The Bargaining Unit**

- (a) It is understood that an employee shall not be transferred by the City of Kenora to a position outside the bargaining unit without their consent.
- (b) An employee who is transferred to a position outside the bargaining unit shall not accumulate seniority. In the event the employee is returned by the City of Kenora to a position in the bargaining unit within six (6) months of the transfer, they shall be credited with the seniority held at the time of transfer, and resume accumulation from the date of return to the bargaining unit.
- (c) Such return shall not result in the layoff or bumping of any employee.
- (d) An employee not returned to the bargaining unit within six (6) months shall forfeit bargaining unit seniority.

**7.12 Transference of Seniority**

An employee who transfers from a regular full-time position to a regular part-time position or vice versa, shall transfer their seniority as follows:

- (a) an employee who transfers from a regular part-time position to a regular full-time position shall transfer their seniority to the regular full-time position based on the normal working hours of the division.
- (b) an employee whose status is changed from full-time to regular part-time shall transfer their full seniority to the part-time position.

**ARTICLE 8 – LAYOFF AND RECALL**

**8.01 Notice**

In the event of a proposed layoff or a reduction of hours at the City of Kenora of a permanent or long-term nature, or the elimination of a part-time, full-time position or seasonal position within the bargaining unit, the Employer shall:

- (a) Provide the Union with no less than sixty (60) days' written notice of the proposed layoff or elimination of a position.
- (b) Provide to the affected employee(s), if any, no less than sixty (60) days' written notice of lay-off, or pay in lieu thereof

- (c) Where a proposed layoff results in the subsequent displacement of any member(s) of the bargaining unit, the original notice to the Union provided in (a) above, shall be considered notice to the Union of any subsequent layoff.

#### **8.02 Staff Planning Meetings**

Where the Employer identifies that a reduction in staffing may be necessary, the Employer shall, prior to giving to employees any notice of lay-off, including reduction in hours, meet with the Union to discuss the situation. At or before the meeting the Employer will share with the Union any such information as the employer deems appropriate.

#### **8.03 Employee Rights Under Layoff**

An employee in receipt of notice of layoff pursuant to Clause 8.01 (a) or (b) shall have the right to either:

- (a) Accept the layoff;
- (b) Exercise the option to retire, if eligible, under the terms of the pension plan;  
or
- (c) Displace another employee who has lesser bargaining unit seniority, if the employee originally subject to layoff has the ability to meet the normal requirements of the job.

#### **Exercising of Displacement Option**

An employee who chooses to exercise the right to displace another employee with less seniority shall advise the Employer of their intention to do so and the position claimed, within ten (10) days after receiving the notice of layoff.

The employee so displaced shall be deemed to have been laid off and shall be entitled to sixty (60) days' notice. In any event, no employee subject to layoff shall receive less notice than is provided for in the Employment Standards Act.

#### **8.04 Non-Permanent Layoff**

An employee who is subject to a layoff other than a layoff of a permanent or long-term nature (less than six [6] months duration) shall not have the right to displace another employee in accordance with Clause 8.03, subsections (a) and (c) above.

The notice shall be in accordance with the Employment Standards Act.

**8.05 Recall After Layoff**

New available openings shall be posted as per the posting procedure in the Collective Agreement for one (1) generation posting. Employees shall be recalled from layoff to available subsequent openings in order of seniority providing they have the ability to perform the work.

In determining the ability of an employee to perform the work for the purposes of the paragraphs above, the Employer shall not act in an arbitrary or unfair manner.

**8.06 Employee Recalled in Different Classification**

An employee recalled to work in a different classification from which they were laid off, shall have the privilege of returning to the position held prior to the layoff, should there become a vacancy within twelve (12) months of being recalled.

**8.07 Notification of Recall**

The Employer shall notify the employee of recall opportunity by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to be received on the second day following the date of mailing). The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for their proper address being on record with the Employer.

**8.08 No New Employees to be Hired**

No new employees will be hired until those laid off have been given an opportunity of re-employment provided they meet the minimum posted qualifications.

**ARTICLE 9 – DISCIPLINE AND DISCHARGE**

**9.01 Discharge and Discipline Procedure**

An employee who has completed their six (6) months' probationary period may be dismissed but only for just cause. Such employee and the Union shall be advised within five (5) working days in writing by the Employer of the reasons for such discipline or discharge.

Notwithstanding such dismissal, the employee shall have the right of appeal provided in this Agreement.

**9.02 Unjust Suspension or Discharge**

An employee who has been unjustly suspended or discharged shall be immediately reinstated in their former position without loss of seniority. They shall be compensated for all lost time in the amount equal to their normal earnings during the pay period next preceding such discharge or suspension; or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of the Board of Arbitration if the matter is referred to such a Board.

**9.03 Adverse Report**

The Employer shall notify an employee in writing of any written expression of dissatisfaction concerning their work, intended to be placed on their record within ten (10) working days of the event of the complaint, with copies to the Union and to the National CUPE Representative. This notice shall include the particulars of the work performance which led to such dissatisfaction. The employee's reply to such complaint shall become part of their record.

The record of an employee shall not be used against them at any time after twenty- four (24) months following suspension or disciplinary action, including letters of reprimand or any adverse reports.

**ARTICLE 10 – VACATION WITH PAY**

**10.01 Length of Vacation**

Effective January 1, 2009, vacation entitlement will be accrued as follows:

All employees with less than one (1) year of continuous service shall receive vacation pay based on four percent (4%) of their gross earnings.

Employees with one (1) or more years of continuous service will be entitled to the following vacations with pay:

- 2 weeks after 1 year of service
- 3 weeks after 3 years of service
- 4 weeks after 8 years of service
- 5 weeks after 14 years of service
- 6 weeks after 18 years of service

Additional day for every year after nineteen (19) years of service

It is agreed that service for the purposes of vacation entitlement will be based on service at the entitlement date.

- (a) Newly hired employees with less than one (1) year of continuous service at December 31<sup>st</sup> will receive a pro-rated portion of holidays based on actual time worked on January 1<sup>st</sup> following their employment date.
- (b) The entitlement date for vacation purposes will be the employee's anniversary date of hire.
- (c) For scheduling purposes, an employee may schedule all vacation time to which they are entitled in the calendar year in which the entitlement date falls at the time of vacation scheduling.
- (d) Effective March 21<sup>st</sup>, 2017, for every five (5) consecutive days of vacation taken between January 2<sup>nd</sup> and March 31<sup>st</sup>, with the exclusion of March break as established by local school boards, employees will be entitled to an additional day off with pay, called a bonus day.

Bonus days are not vacation days and as such they cannot be used in calculating entitlement to additional bonus days.

- (e) If an employee terminates their employment and has taken vacation credits that have not yet been earned, they will be required to reimburse the employer.

Part-time percentage for vacation is based on full-time annual hours.

- 1 year of service – 4% of annual earnings
- 3 years of service – 6% of annual earnings
- 8 years of service – 8% of annual earnings
- 14 years of service – 10% of annual earnings
- 18 years of service – 12% of annual earnings

### **10.02 Vacation Pay on Termination**

In the event of an employee voluntarily leaving the service at any time in their holiday year before they have had their vacation, they shall be entitled to payment of salary or wages in lieu of such vacation.

In the event of death of an employee, it will be paid to their beneficiary or their estate.

### **10.03 Unbroken Vacation Period**

- (a) An employee shall receive an unbroken period of vacation provided that the work requirements can be met, or unless mutually agreed upon between the employee and the Employer unless an emergency situation arises.

- (b) In order to ensure that as many employees as possible be afforded an unbroken vacation period, first preference will be given to vacation requests of full week blocks. It is understood that any and all approved vacation requests shall not be changed as a result of this article.
- (c) If divisional staffing levels allow, individual days may be granted, by the division or branch head, providing doing so would not preclude any staff member in that branch from taking a full week block. In the event of duplicate requests for individual days, seniority shall prevail.

**10.04 Vacation Scheduling**

- (a) On the first day of October in each year, an Annual Vacation Planning schedule will be posted in each Division listing all employees employed within the Division and the vacation entitlement of each employee for the next calendaryear.
- (b) Without limiting Article 10.03, for requests submitted during the period of November 1<sup>st</sup> to 15<sup>th</sup>, in the selection of vacation period during January 1<sup>st</sup> to March 31<sup>st</sup>, seniority shall prevail. Requests made beginning November 16<sup>th</sup> shall be on a first come first booked basis for that vacation period.
- (c) Without limiting Article 10.03, for requests submitted during the period of December 1<sup>st</sup> to March 31<sup>st</sup> in the next year, seniority shall prevail in the selection of vacation for the period of April 1<sup>st</sup> to December 31<sup>st</sup>.
- (d) Regular days off preceding and following an employee's vacation period shall be deemed part of the employee's vacation. Scheduled vacations shall not be changed unless the Employer can demonstrate good and sufficient cause.

**10.05 Banking Vacation Credits**

Where it is mutually agreeable, the employee may carry-over a maximum of one week's vacation and Bonus combined entitlement to the following year (to be taken by April 30<sup>th</sup> of that following year). Vacation/Bonus Days should only be carried over for unusual circumstances due to workload within the branch and coverage. Together the vacation/bonus days carryover request, the Employee shall submit a Vacation Request Form identifying the dates on which the carryover vacation/bonus days will be taken subject to the approval of the Supervisor. All vacation/bonus days should be used in the year it is earned. Seniority does not prevail for these days that are carried over.

If vacation is not booked or approved to be carried over by November 1<sup>st</sup>, vacation will be booked by the Supervisor of the Branch to be used in the year it is earned. If it is not possible to book the vacation, vacation will be paid out on the last cheque of the year.

Request for carry-over must be made prior to November 1<sup>st</sup>, no exceptions, and taken by March 31<sup>st</sup>.

## **10.06 Illness During Vacation**

Where an employee becomes ill or injured during their regularly scheduled vacation and is an in-patient in a hospital, they may apply to have their vacation rescheduled. The days that were vacation days shall be treated as sick leave days for the purposes of this Clause, and they may receive payment from their sick leave credits to the extent that they are available.

## **ARTICLE 11 - PAID HOLIDAYS**

### **11.01 Paid Holidays**

All employees in the Employer's employ shall be paid for any proclaimed holidays and the following legal holidays:

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

### **11.02 Provision for Year-End Holidays**

Employees will be allowed off at 12:00 Noon on the last working day before Christmas and New Year's Day with no loss of pay.

### **11.03 Holidays Occurring on a Saturday and/or Sunday**

When any of the said holidays set out in Clause 11.01 occur on a Saturday and/or Sunday and the said paid holiday is not designated by the Employer as being observed on some other day, the Monday immediately following such Saturday or Sunday shall be deemed to be the holiday for the purposes of this Agreement except when the paid holiday occurs on both the Saturday and Sunday of the same weekend in which case the Monday and Tuesday immediately following shall be deemed to be holidays for the purposes of this Agreement.

### **11.04 Holidays Occurring on a Saturday and/or Sunday for Scheduled Seven-Day Operations**

Excepting however, all employees scheduled on a seven (7) day operation shall observe the holiday on the day it actually falls. Where a statutory holiday falls on their regularly scheduled shift on a Saturday or Sunday, double time will be paid in addition to their regular day's pay.

#### **11.05 Holidays Falling During Vacation**

Where a paid holiday occurs during the vacation period of an employee, the employee will receive an additional day at a later date mutually agreeable to the Employer and the employee.

#### **11.06 Holidays Falling on Scheduled Day Off**

When any of the above noted paid holidays fall on an employee's scheduled day off, the employee shall receive a day's pay or another day off with pay at a time mutually agreed upon between the Supervisor and the employee.

#### **11.07 Compensation For Work On A Holiday**

All employees qualified under Clause 11.01 will be allowed the above statutory and all proclaimed holidays off with pay, provided they work their regular scheduled working day preceding and their regular scheduled working day succeeding said holiday, or are absent from work on an approved leave. If required to work on such paid holiday, they shall be paid double-time in addition to their regular day's pay.

#### **11.08 Statutory Holidays for 10 Hour Workers**

For the purpose of paid holidays, employees are not considered shift workers. Employees who are eligible to be compensated for a paid holiday in accordance with the collective agreement will be governed by the following:

- (a) When the holiday falls on the employee's regularly scheduled day off, the employee shall receive one ten (10) hour days pay. The employee shall have the option to bank the day.
- (b) When the holiday falls within the employee's regular work cycle, and the employee is required to work on the holiday, the employee shall receive ten (10) hours of statutory holiday pay in addition to overtime in accordance with the collective agreement; and
- (c) When the holiday falls during the employee's regular work cycle and the corporation determines that the employee will not be required to work, the employee will receive ten (10) hours of statutory holiday pay.

### **ARTICLE 12 - HOURS OF WORK**

#### **12.01 Hours of Work Engineering and Infrastructure**

Unless otherwise stipulated below, the regular hours of work for The Engineering and Infrastructure Department shall consist of eight (8) hour shifts between the hours of 8:00 a.m. and 4:30 p.m., with a minimum one-half hour unpaid lunch break, Monday to Friday

inclusive. For the purpose of the foregoing, the work week shall commence on the first shift immediately following an employee's regularly scheduled two (2) consecutive days off. When it is necessary to temporarily establish or temporarily reschedule shifts, forty-eight (48) hours' notice shall be given by the Corporation to the employees concerned. These shifts will consist of either five shifts of eight (8) hours or four shifts of ten (10) hours between the hours of 4:00 a.m. and 9:00 p.m.

The procedure for assignment to the scheduled shifts will be voluntary first. If no volunteers sign up, the junior qualified employee will be scheduled.

### **Hours of Work Roads**

Roads Branch employees will work Monday to Friday inclusive from 8:00 a.m. to 4:30 p.m. with a one-half hour unpaid lunch break. The shift language above applies to the Roads Branch.

### **Hours of Work Water and Wastewater Branch**

Water and Sewer Branch employees will work Monday to Friday inclusive from 8:00 a.m. to 4:30 p.m. with a one-half hour unpaid lunch break. The shift language above applies to the Water and Wastewater Branch.

### **Hours of Work Fleet Branch**

Fleet Branch employees will work Monday to Friday inclusive from 8:00 a.m. to 4:30 p.m. with a one-half hour unpaid lunch break. The shift language above applies to the Fleet Branch.

### **Storekeeper**

The working day for the Storekeeper position shall be from 8:00 a.m. until 4:30 p.m. with a one-half hour unpaid lunch. Monday to Friday Inclusive. Article 12.01 above does not apply.

### **Roads Branch Seasonal Work**

The seasonal work term will commence on December 1<sup>st</sup> and end on April 30<sup>th</sup>. Start and end dates for the seasonal work terms may be adjusted due to the demands of the weather or as mutually agreed. The employer shall hire a minimum of three (3) seasonal truck/plow drivers to supplement the regular crew. They are deemed as increased compliment to the Roads Branch and shall be used no different than the regular Roads Branch staff.

The regular hours of work for the Roads Branch Seasonal Work shall consist of eight (8) hour shifts between the hours of 11:30 p.m. to 8:00 a.m., with a one-half hour unpaid lunch break, Sunday to Thursday inclusive. Employees may be required to work day shift depending on weather. The shift language above applies to the Roads Branch Seasonal Work.

### **12.02 Hours of Work Operations Office Staff**

The working day for the Operations Support Staff position, and the Engineering CSR position shall be from 8:00 a.m. until 4:30 p.m. with a half hour unpaid lunch. Article 12.01 above does not apply to the Operations Office Staff.

### **12.03 Hours of Work Wastewater Treatment Plant**

Wastewater Treatment Plant employees will work five consecutive 8 hour shifts from 8:00 a.m. until 4:30 p.m. with a one-half hour unpaid lunch break, on a seven-day per week basis. Article 12.01 above does not apply to the Wastewater Treatment Plant.

### **12.04 Hours of Work Environmental Branch**

The hours of operation shall be between 6:00 a.m. and 6:00 p.m. seven days per week. Article 12.01 above does not apply to the Environmental Services Branch.

Hours of work shall be as follows:

#### **Transfer Site Sub-Foreman**

The regular hours for the Transfer Site Sub-Foreman will consist of eight (8) consecutive hours with a one-half hour unpaid lunch break between the hours of 6:00 a.m. to 6:00 p.m. between Monday-Friday inclusive. When it is necessary to temporarily establish a scheduled shift during the weekends, 48 hours-notice shall be given by the Corporation to the Transfer Site sub-foreman.

#### **Full-Time Cashier**

The Full Time Cashier will work from Monday to Thursday from 7:30 a.m. to 6:00 p.m. with a one-half hour unpaid lunch break.

#### **Part-Time Cashiers**

The part-time cashiers will be on a rotating schedule. However, as part of their position they are relief and may be required to come in during the regular operating hours of the Transfer Site. Overtime will not be paid until they are over the normal forty (40) hour work week or the operating hours of the branch for that day.

#### **Garbage Truck Drivers**

The Garbage Truck Drivers will work a forty (40) hour work week, with a one-half hour unpaid lunch break, Monday to Friday inclusive.

#### **Transfer Facility Operators**

The Transfer Facility Operators work a forty (40) hour week on a 7-day rotation which may include the following shifts;

1. Sunday to Thursday from 8:00 a.m. to 4:30 p.m.

2. Monday to Thursday from 7:30 a.m. to 6:00 p.m.
3. Tuesday to Saturday from 8:30 a.m. to 5:00 p.m.

All shifts for Transfer Facility Operators include a one-half hour unpaid lunch break. All Transfer Facility Operators shall rotate through the three shifts.

**Transfer Site Attendant**

The Transfer Site Attendant will work Tuesday to Saturday from 8:00 a.m. to 4:30 p.m. with a one-half hour unpaid lunch break.

**Long Haul Driver**

This position is a 40-hour work week comprised of either 8 or 10 hour shifts dependent on operational needs with a 48 hour notice period. It is understood that the driver will work either all 8 hour shifts or all 10 hour shifts during a one week period, and that shifts will include a one-half hour unpaid lunch break.

**12.05 Hours of Work Recreation, Art and Culture**

Article 12.01 above does not apply to the positions listed in this article.

Due to the necessity of the Recreation Centre, it is to remain open during hours other than normal working hours of most Municipal Employees. The Recreation Centre is a 7-day operation.

**Fitness Consultant**

The regular hours of work for the Fitness Consultant are 8 hour tours of duty for full-time staff between 5:45 a.m. and 10:00 p.m. with a one-half hour unpaid lunch break.

**Desk Attendant**

The regular hours of work for the Desk Attendant is 8 hour tours of duty for the full-time Desk Attendant between 5:45 a.m. and 10:00 p.m. with a one-half hour unpaid lunch break.

**Pool / Aquatic Staff**

The regular hours of work for Pool / Aquatic Staff shall consist of 8 or 7.5 hour tours of duty for full-time staff between 5:45 a.m. and 10:00 p.m. with a one-half hour unpaid lunch break.

### **Regular Part-time Life Guards**

A regular part-time Life Guard is defined as an employee who has made a commitment to work on a pre-determined schedule of not more than 24 hours per week. Regular part-time Life Guards may work more than 24 hours per week on occasion to temporarily replace day to day leaves of absence or vacation. Regular part-time Life guards shall not replace on a long term or permanent basis. Regular part-time Life Guards may be required to work split shifts.

### **Maintenance Staff**

The regular hours of work for Maintenance staff shall consist of 10 hour tours of duty for full-time staff between 5:00 a.m. and 12:30 a.m. with a one-half hour paid lunch break which requires them to remain in the building.

Two maintenance positions will be designated as full-time, 40 hour, split-shift Arena Maintenance workers. A split-shift position may be divided into no more than two time blocks in the same day.

### **Part-Time Maintenance Staff**

A regular part-time maintenance staff is defined as an employee who has made a commitment to work on a pre-determined schedule of not more than 24 hours per week on occasion to temporarily replace day-to-day leaves of absence or vacation. Regular Part-Time Maintenance staff shall not replace on a long-term or permanent basis. Regular Part-Time Maintenance Staff may be required to work split shifts.

### **Custodian**

The regular hours of work for the Custodian are 8 hour shifts between the hours of 5:00 a.m. and 8:00 p.m. with a one-half hour unpaid lunch break.

### **Part-Time Custodian**

The hours of work for part-time custodian may be scheduled between the hours of 5:00 a.m. and 12:30 a.m. with a one-half hour unpaid lunch break.

### **Facility Maintenance Coordinator (Carpenter)**

The regular hours of work for the Facility Maintenance Coordinator are between the hours of 8:00 a.m. and 4:30 p.m. with a one-half hour unpaid lunch break.

### **Parks Technician**

The regular hours for the Parks Technician will consist of eight (8) consecutive hours with one half hour unpaid lunch break between the hours of 5:00 a.m. and 4:30 p.m. between Monday – Friday inclusive. When it is necessary to temporarily establish a scheduled shift during the weekends, 48 hours' notice shall be given by the Corporation to the Parks Technician.

### **Cemetery Labourer**

The Cemetery Labourer hours of work are Monday to Friday, 8:00 a.m. to 4:30 p.m. with a one-half hour unpaid lunch break.

### **Cemetarian**

The hours of work for the Cemeterian are Monday to Friday, 8:00 a.m. to 4:30 p.m. with a one-half hour unpaid lunch break.

### **Harbourtown Labourer**

The Harbourtown Labourer hours of work consist of shifts of eight (8) consecutive hours with a one-half hour unpaid lunch break between the hours of 5:00 a.m. to 4:30 p.m. Monday to Friday inclusive.

### **Parks Seasonal Labourers**

The Parks Seasonal Labourers hours of work are Monday to Friday, 8:00 a.m. to 4:30 p.m. with a one-half hour unpaid lunch.

### **Tourism Branch**

The hours of operation shall be between 6:00 a.m. and 10:00 p.m., seven (7) days per week. Based on normal yearly hours and as required the employer will establish work schedules including required shifts best suited to serving the operational needs of the branch. This could include the establishment of shifts ranging from 6 to 10 hours for full-time and part-time staff. Employees shall receive two (2) consecutive days off each week. Students will receive two consecutive days off within a two week period; the other two days may be a day at a time. It is further understood that the two positions Special Events Coordinator and Tourism Services Assistant will cover for each position and there may be a need to adjust shifts with 48 hours' notice to the employees to accommodate coverage.

- (a) The normal working hours for the Special Events Coordinator and Tourism Services Assistant shall be between the hours of 6:00 a.m. and 12:00 a.m.
- (b) The normal working hours for each classification are as follows:
  - Forty (40) hours shall constitute a work week for the Special Events Coordinator
  - Forty (40) hours shall constitute a work week for the Tourism Services Assistant

## **12.06 Hours of Work City Office Staff**

The working day shall be from 8:00 a.m. until 4:30 p.m. Monday to Friday inclusive with a one and one-quarter hour unpaid lunch break. Article 12.01 above does not apply to the City Office Staff.

**Recreation Support Staff**

The regular hours of work for the Recreation Support Staff is 8 hour tours of duty between 8:00 a.m. and 4:30 p.m. plus a one-half hour unpaid lunch break Monday to Friday.

**By-law Enforcement**

The regular hours of work for the By-Law Enforcement officers shall be forty (40) hours per week, on the basis of five eight (8) hour days with a one-half hour unpaid lunch break.

**12.07 Hours of Work Summer Labouring Students**

The work of the summer labouring students is a seven day operation. The hours of work for the summer students in the Roads, Environmental Services, Water and Wastewater, and Cemetery and Parks branches shall be as follows:

- From their date of hire until the May long weekend hours of work are 8:00 a.m. to 4:30 p.m. with a one-half hour unpaid lunch break.
- From the Tuesday after the May long weekend until their summer employment terminates hours of work are between 7:00 a.m. to 4:30 p.m. with a one-half hour unpaid lunch break.

Article 12.01 above does not apply to Summer Labouring Students.

**ARTICLE 13 - OVERTIME AND OVERTIME PAY**

**13.01 Overtime Defined**

All authorized work before or after the regular work day and the regular work week, or on a holiday, shall be considered overtime.

**13.02 Rate of Overtime**

Overtime shall be paid on the following basis to all workers covered by this Agreement.

**13.03 Double Time will be Paid For**

- (a) all time worked on Sundays and Statutory Holidays;
- (b) all time worked between 12:01 a.m. to 8:00 a.m. on weekdays, provided that a regular shift is not scheduled for these hours.

#### **13.04 Time and One-half will be Paid For**

- (a) the first three (3) hours and double time thereafter for all hours worked outside normal working hours for all time worked prior to or after the regular working hours other than as defined in Article 12 and Clause 13.03.
- (b) the first shift worked outside normal working hours if shift work is established as provided in Article 12 hereof without twenty-four (24) hours' prior notice being given. It is understood, however and agreed, that time and one-half for the first shift shall be paid only to such workers as are then on the City's payroll and have reported for or worked all, or any part of the normal working day, or shift, during the twenty-four (24) hours preceding the commencement of such shift.

#### **13.05 Opportunity for Overtime**

Without limiting Management's rights under Article 1.05:

- (a) Opportunity for overtime shall be offered equally within the classification of the Branch where the overtime is required. If no one within the classification of the Branch is available according to the posted call in list, employees trained, qualified and engaged in similar type of work in the Division shall be given the opportunity for overtime next. If no one is available the employer will call the next available employee qualified in another Division.
- (b) Notwithstanding (a), in the event that an existing job extends beyond the regular work day, it is understood the person or crew on the job shall be offered the overtime opportunity to maintain job continuity to complete a current task, providing total hours do not exceed *Employment Standards Act, 2000* limits. In the event that additional staff are required, the overtime list shall be utilized.

#### **13.06 Voluntary Overtime**

Overtime work shall initially be on a voluntary basis provided the Employer's requirements for work are covered by qualified employees. If sufficient employees from the Bargaining Unit are not available on a voluntary basis, the Employer may assign the work in order of seniority on a rotating basis to employees who are qualified to perform the available work and such assignment is compulsory.

#### **13.07 Shift-Work**

A shift premium of five percent (5%) per hour shall be payable to employees where the majority of their hours worked falls between the hours of 4:30 p.m. and 8:00 a.m. This shift premium shall not be payable when the overtime rate is in effect.

### **13.08 Meal Allowance**

An employee required to work two (2) hours or more of unscheduled overtime either before or after their shift or four (4) hours or more of unscheduled overtime at any other time shall be provided with a meal allowance of \$14.00.

### **13.09 Time Off in Lieu of Overtime**

An employee shall have the option of accumulating overtime, rather than being paid for such time. Overtime may be taken as paid leave, at the rate in effect when the time was worked, at any time mutually agreeable to the Employer and the employee. It is recognized that employees utilizing vacation will receive preference over employees utilizing accumulated overtime in the scheduling of time off. Accumulated overtime shall not exceed ten (10) days at any time. Requests for pay out of banked lieu time must be made by 4:30 p.m. the Friday before payroll week. Once the lieu time is banked it cannot be changed until the next payroll cycle.

## **ARTICLE 14 – CALL IN**

### **14.01 Call-In Pay Guarantee**

Call-In is defined as a call out where an employee is required to make an extra trip to and from their place of employment.

- (a) An employee who is required to work outside their regular working hours shall be paid either four (4) hours at their regular hourly rate or the actual time worked at the appropriate overtime rate, whichever is greater.
- (b) An employee may leave their employment and return home when they have completed the work for which they were called.
- (c) If an employee receives another call-out while working on the initial callout, the additional call-out shall be considered to be a continuation of the first call-out.
- (d) If an employee, who has returned home after being called in, received a subsequent call back for the same cause within two (2) hours of the original call out, it will be considered as the same call out, and any hours worked will be added to the hours worked during the initial call out. If more than two (2) hours have elapsed, the call outs will be considered as separate call outs and the employee will be paid for each call out accordingly. Where a call-out occurs within one (1) hour of the start of their next scheduled shift, they shall only receive overtime rate of pay for such hour worked up to their regular start time.

#### **14.02 Stand-by**

For each day an employee is on standby and therefore must be immediately available upon contact, they will be paid one (1) hour per day at the prevailing Operator in Charge rate.

All hours actually worked by a "stand-by" employee shall be paid in accordance with the "call-in" and "overtime" provisions of this Agreement.

### **ARTICLE 15 - SICK LEAVE**

#### **15.01 Sick Leave Defined**

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

#### **15.02 Annual Paid Sick Leave**

Employees will be entitled to eighteen (18) days' sick leave per year, to accrue at the rate of one and one-half (1½) days per month from the employee's employment date. For clarity, any employee who works a forty (40) hour week shall accrue 12 hours of sick time per month.

Employees may utilize up to 24 hours in each calendar year for dependent care with medical documentation.

Where the qualifying period for LTD has expired, and where the employee qualifies for LTD, the employee shall go on LTD.

#### **15.03 Accumulation of Sick Leave**

Unused sick leave credits may accumulate from year to year to no maximum.

#### **15.04 Deductions from Sick Leave**

A deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays) absent for sick leave.

#### **15.05 Proof of Illness**

A Doctor's certificate may be required at the discretion of the Manager/Supervisor, for any claim for sick leave benefits. Payments of any fees for such certificate shall be the responsibility of the Employer.

**15.06 Payment for Unused Sick Leave**

Employees hired prior to January 1<sup>st</sup>, 1974 will be entitled to a payment in cash, on normal retirement, termination, or death while employed with the Town, equal to fifty percent (50%) of their unused sick leave credits. The maximum amount payable to an employee will be the equivalent of eighty (80) days' pay.

**15.07 Non-payment of Unused Sick Leave Credits**

Employees hired on or after January 1<sup>st</sup>, 1974 may use sick leave credits for sickness purposes only. There will be no vesting of sick leave credits to provide these employees with a retirement gratuity or a payment in the event of death while employed.

**15.08 Sick Leave Records**

A record of all unused sick leave will be kept by the Employer. Sick leave credits will be outlined on each pay stub.

**15.09 Accumulation of Sick Leave Credits**

An employee will be entitled to the foregoing accumulation of sick leave credits provided they have worked more than half of the working days in any calendar month, unless the absence is by reason of annual vacation or under circumstances which entitles them to Workers' Compensation.

**ARTICLE 16 – BEREAVEMENT LEAVE**

**16.01 Bereavement Leave**

An employee shall be allowed time off with pay, up to a maximum of four (4) consecutive work days in cases where such employee suffers a bereavement in the family in the loss of a wife, husband, common-law spouse, son, daughter, stepchildren, grandchild, parent, brother, sister, grandparent, mother-in-law, father-in-law, step-parents, sister-in-law, brother-in-law or grandparent of spouse (or common-law spouse).

The employer may request documentation for the leave.

**16.02 Attendance for Funeral/Celebration of Life**

The Employer shall grant one full day's leave without loss of salary, wages, seniority or benefits to attend a funeral/celebration of life.

### **16.03 Bereavement During Vacation**

Where an employee becomes bereaved as per Article 16.01 they may apply to have their vacation rescheduled. The days that were vacation days shall be treated as bereavement leave days for the purposes of this Clause, and they may receive payment from their bereavement leave credits to the extent that they are available.

## **ARTICLE 17 – LEAVE OF ABSENCE**

### **17.01 Leave of Absence without Pay**

Any employee desiring leave of absence without pay may be granted such leave in so far as the regular operations of the branch will permit provided reasonable notice is given to the Head of the branch. Such leave of absence shall not exceed what, in the opinion of the Employer, is a reasonable request.

### **17.02 For Union Function**

In case any member of this Union is appointed as a delegate to attend conventions in connection with the Union's affairs, they shall be granted leave of absence without pay to attend same providing adequate notice is provided and it is operationally feasible. The Union's request shall not be unreasonably denied.

### **17.03 For Interview of City Officials**

Any member of the Union delegated by the Union to interview City Officials shall be allowed time off without any reduction in pay.

### **17.04 Role of Seniority During Leave of Absence**

Seniority of permanent employees will continue to accumulate during leaves of absence of thirty (30) days or less. In the case of a leave of absence without pay, which exceeds thirty (30) days, seniority of permanent employees will be frozen for the duration of the leave of absence.

### **17.05 Education Leave**

An employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade their employment qualifications at the discretion of the Employer.

The Employer agrees to provide necessary equipment and vehicles for Employees when required to update or upgrade, renew qualifications, licenses, or certificates, if available.

#### **17.06 General Leave**

An employee shall be entitled to leave of absence without pay and without loss of seniority when they request such leave for good and sufficient cause. Such request shall be in writing with thirty (30) days notice if possible and approved by the Employer up to a maximum of thirty (30) days.

The Employer agrees that a leave of absence without loss of seniority shall be granted for a period of up to one year to an employee who has been elected or selected for a full-time position with the Union or anybody with whom the Union is affiliated. Such leave of absence shall be renewed each year, on request during their term of office provided that such request comes ninety (90) days prior to the termination of their term of office. The seniority of the employee on leave shall be retained but not accrued during the leave.

#### **17.07 Pay During Leave of Absence for Union Work or Conventions**

An employee shall receive the pay and benefits provided for in this Agreement when on unpaid leave of absence for union work or conventions. However, the Union shall reimburse the Employer for all pay and benefits during the period of absence.

#### **17.08 Jury Duty**

The Employer shall grant leave of absence without loss of seniority to an employee who serves as a juror in any court of law, or coroner's inquest, or who is required by subpoena to appear as a witness in any case. The Employer shall pay such employee their regular wages for each day, provided the employee remits to the Employer any and all fees received as a result of their attendance. Fees received for travel expenses and food need not be remitted.

#### **17.09 Maternity & Parental Leave**

Pregnancy and parental leave will be granted in accordance with the *Employment Standards Act, 2000*.

- a) An employee wishing to request maternity and/or parental leave shall provide their immediate supervisor with as much advance notice as possible, however a minimum of four (4) weeks written notice is required before the date on which the leave is to begin.

For those requesting maternity leave, a medical certificate outlining the employee's expected due date is required.

- b) The Employer will pay a top-up equal for maternity leave to the difference between the employer insurance benefit and seventy-five percent (75%) of the employee's regular pay in accordance with ESA (return for service contract will be required). Employees will be required to provide documentation to confirm their CRA Maternity Benefit to calculate the top-up provision.

- c) Employees must provide the employer with a return from leave date, prior to commencement of their maternity or parental leave.
- d) Employees wishing to change the return date of their leave are required to provide the Employer with four (4) weeks' written notice prior to the new end date of the leave if it is earlier than the original date, or four (4) weeks prior to the previous end date if the new date is later.
- e) An employee on parental leave shall not accrue sick leave credits during the period of absence.
- f) An employee on maternity/parental leave shall accrue vacation time. A prorated portion of the vacation time will be unpaid based on the duration of the leave during the vacation accrual period.
- g) Vacation earned while on leave may be taken prior to the employee's return provided it is approved by their direct supervisor.

## **ARTICLE 18 – EMPLOYEE BENEFITS**

### **18.01 Pension Plans**

Every eligible employee shall join the Ontario Municipal Employee's Retirement System (OMERS). The Employer and the employees shall make contributions in accordance with the provisions of the Plan.

### **18.02 Hospital and Medical Insurance**

- (a) Subject to (e) below, the Employer shall pay one hundred percent (100%) of the monthly cost of:
  - i. Extended Health Care Plan, including Generic Drugs
  - ii. Comprehensive Dental Plan
  - iii. Semi-Private Hospitalization Plan
  - iv. Dependent coverage to employee family members
  - v. Vision Care Family Plan
  - vi. Long-Term Disability Insurance
- (b) The Employer shall ensure that these Plans have the minimum of coverage as specified in this Article, but shall not be the administrator of these Plans. The Plans shall cover each employee and their eligible dependents as defined in the

Carriers' Plans, as amended from time to time.

- (c) The Dental Plan will include a provision for recall appointments every nine (9) months. The ODA rate shall be the current ODA rate.
- (d) The Vision Care Family Plan will provide coverage of three-hundred dollars (\$300.00) including eye exams, every 24 months.
- (e) The Employer shall pay the full cost of the above Plans in cases of layoffs or unpaid absence for a period of ninety (90) days. In cases of layoffs or unpaid leaves of absence in excess of ninety (90) days, any full-time or regular part-time employee may continue coverage by paying the full cost of the Plan to the Employer.
- (f) Part-time employees will not be eligible for coverage in (a) above. Upon completion of their probationary period, part-time employees will receive nine percent (9%) of straight time hours of work, in lieu of benefits under this provision and sick leave credits under Article 15.

### **18.03 Group Life Insurance**

Employees shall participate in a group life and accidental death and dismemberment insurance policy equal to twice the employee's salary to the nearest one thousand dollars (\$1,000.00) to a maximum of two time (2x) annual earnings. The premium must be paid one hundred percent (100%) by the Employer.

### **18.04 Long Term Disability**

Effective January 1<sup>st</sup>, 2002, the Employer agrees to pay one hundred (100%) of the Long Term Disability premiums. Coverage will be in accordance with the plan.

### **18.05 Retiree Benefits**

- (a) Where an employee elects to retire early, meaning before the age of 65, and has either the equivalent of a minimum of ten (10) years full-time, continuous service, together with a minimum age of 55, or 30 years of full-time continuous service, the employer agrees to provide Employees who are retiring with:

Retiree Benefits – Basic Benefits as identified by the carrier:

- Basic Extended Health Benefits, no paramedical
- Prescription Drugs – generic, Maximum amount allowable for a Prescription Drug Dispensing Fee is \$8.00 per prescription
- No Semi-Private Hospital Accommodation
- Hearing Aids up to a maximum of \$500 per 36 consecutive months
- Vision \$150 per 24 consecutive months

- Basic Dental Plan #9
- (b) These benefits are available until the Employee reaches age sixty-five (65) or until their death, whichever occurs first.
  - (c) The benefit outlined above will not be available through the Corporation if the retired member can receive the benefit through a subsequent employer, spouse or through Federal or Provincial legislation.

## **ARTICLE 19 - SAFETY AND HEALTH**

### **19.01 Co-operation on Safety**

The Employer shall observe all reasonable precautions and provide all safety devices, appliances or clothing as established by the Joint Health and Safety Committee, that may be reasonably required for the protection of employees. All employees will utilize all such devices, appliances, and clothing and shall co-operate with the Employer in the prevention of accidents, and will, from time to time as the occasions require, make such representation to the Employer as to the prevention of accidents as may be considered necessary.

### **19.02 Right to Refuse or Stop Unsafe Work**

The right to refuse or stop unsafe work will be dealt with in accordance with the City of Kenora Health and Safety Policy.

### **19.03 Safety Measures**

Rubber suits and rubber boots, all of proper fit, shall be supplied to all employees who are obliged to work in inclement weather.

### **19.04 Subsidy for Safety Footwear and/or Safety Clothing**

- (a) Employees required by the Employer or the *Occupational Health and Safety Act*, to wear CSA safety footwear and/or safety clothing as part of their personal protective equipment, will be eligible for a subsidy of a maximum of three hundred dollars (\$300.00), once per year, for the employee's work-related use.
- (b) Not later than the third pay of each calendar year, the subsidy will be paid to those employees in roles identified by the Employer as requiring approved safety footwear and/or safety clothing.
- (c) If an employee is off work, they will not receive reimbursement for the approved safety footwear and/or safety clothing until their return to work and only for the year in which they return to work.

- (d) Employees hired during the calendar year, who have completed their probationary period, will be eligible for this subsidy on a prorated basis from original date of hire.

#### **19.05 Safety Committee**

The Employer and the Union shall establish a Health and Safety Committee as set out in the *Occupational Health and Safety Act* and shall comply with the requirements of that Act.

The Health and Safety Committee shall be composed of three (3) representatives appointed by the Employer and three (3) representatives appointed by the Union.

#### **19.06 Safety Committee Pay Provisions**

The Health and Safety Committee shall hold meetings as required by the Union or by the Employer to deal with all unsafe, hazardous or dangerous conditions. Representatives of the Union shall suffer no loss of pay for attending such meetings. Copies of Minutes of all Committee Meetings shall be sent to the Employer and the Union.

#### **19.07 Safety Clothing Committee**

The Safety Committee or a sub-committee appointed by the Safety Committee must meet with the various work units to establish a list of safety clothing and PPE. The lists are to be brought back to the Safety Committee for review and final approval.

Safety clothing and PPE lists must be reviewed every two (2) years. Changes to safety clothing and PPE can be made through submission to the Committee for review and consideration.

Safety Clothing and PPE is to be provided by the Employer to all employees within the work unit as identified. Safety Clothing and PPE is to be replaced based on condition and/or recommended guidelines.

### **ARTICLE 20 - GENERAL**

#### **20.01 Uniforms**

##### **(a) Mandatory Uniform Attire**

The Employer shall determine the uniform attire required to be worn by employees. Where an employee is required to wear uniform attire as part of the job, the employee is responsible to ensure that said uniform is well maintained and presentable, and is worn during all working hours. Misuse of mandatory uniforms by employees may be subject to discipline. The Employer shall be responsible for all replacement uniforms at no cost to

the employee unless carelessness is the reason for replacement. Worn jackets must be turned back in to receive a new jacket at the discretion of the supervisor.

The employer in its sole discretion will determine the retailer where uniform attire will be purchased. Tenders and purchases will be made in accordance with City policy and whenever possible the employer will purchase Canadian made items from Canadian retailers.

**(b) Uniforms – Recreation Maintenance Staff**

The Employer will provide all new Recreation Maintenance staff with 3 shirts, a fleece, a freezer jacket, and 2 coveralls, in lieu of the \$200.00 subsidy for the first year of employment.

Annually at a time identified by the Employer, employees may submit a request for replacement clothing items, to their Supervisor.

The Employer will provide a maximum subsidy of \$200.00 annually each year thereafter, for employees to purchase black work pants.

If, for any reason an employee is absent from work longer than six months they would not be entitled to their subsidy for that year.

**(c) Uniforms – By-law Officers – Includes Parking and Enforcement**

The Employer will provide all new By-law officers with 4 pants or 2 pants and 2 shorts, 1 rain suit, 4 shirts, 1 parka, 1 pair gloves, 1 light weight jacket, and handbag.

Annually each year thereafter, for employees to select what items they wish to replace for the year. The employee will submit their requests to the Supervisor. If, for any reason an employee is absent from work longer than six months they would not be entitled to their subsidy for that year.

**(d) Full-Time Fitness Consultants**

The Employer will provide the full-time fitness consultants an allowance for foot wear or fitness clothing for work that is the same as the Boot/Clothing Allowance.

**20.02 Coveralls**

Personnel shall be supplied with coveralls where required.

The Employer will supply the facilities and equipment for the cleaning of coveralls. The Employer will pay to have the coveralls industrially cleaned for Mechanics only.

### **20.03 Subsidy for Swim Suits**

The Employer will subsidize Pool employees to purchase work-related clothing. This subsidy will be one hundred percent (100%) of the cost of the work-related clothing to a maximum of two hundred (\$200.00) per year. This subsidy will be paid to all part-time Pool employees on a pro-rata basis according to the number of hours worked by part-time employees in relation to the number of straight time hours worked by full-time Pool employees.

If an employee is off for more than six (6) months for any reason, they will not be entitled to work-related clothing subsidy until their return to work, and only for the year in which they return to work prorated for the time that they are actively at work. Probationary employees are not entitled to this subsidy.

### **20.04 Tool Allowance**

An annual allowance of five hundred dollars (\$500.00) shall be paid to Mechanics for tool allowance after they have completed one (1) year's seniority with the Employer.

In the event that a Mechanic leaves during the year, the tool allowance will be pro-rated to the length of time worked for the City in that year.

The Employer shall pay one hundred percent (100%) of the premiums for insurance for tools used by Mechanics and the Carpenter. Such insurance shall provide fifteen thousand dollars (\$15,000) of coverage, five hundred dollars (\$500.00) deductible, in accordance with the terms of the carrier.

### **20.05 Bulletin Boards**

The Employer shall provide bulletin boards which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

The Employer agrees that the Union bulletin boards will be located so that members of the public will not normally have access to or be able to read the materials posted on the bulletin boards.

### **20.06 Fire Insurance**

The Employer shall provide Fire Insurance covering the tools and equipment owned by employees and used in the performance of their duties with the Employer. The employees agree to supply to the Employer an up-to-date inventory of tools.

**20.07 Access to Personnel File**

An employee, upon providing up to 48 hours' notice to their Supervisor, shall have the right to access and review their personnel file and respond in writing to any document contained therein. Such reply shall become part of the permanent record.

**20.08 No Strikes or Lockouts**

There shall be no strikes or lockouts during the term of this Agreement.

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

**21.01 Pay Statement**

The Employer shall pay salaries and wages in accordance with Wage Schedules attached hereto and forming part of this Agreement. On each pay-day, each employee shall be provided with an itemized statement of their wages, overtime and other supplementary pay and deductions.

**21.02 Pay Day**

Every employee shall be paid the wages due to them every second Friday. If the normal pay-day falls on a Statutory Holiday, employees will be paid on the preceding business office work day.

**21.03 Pay on Temporary Transfers, Higher Rated Job**

In the event an employee is transferred from one classification to another carrying a rate in a higher range, they shall receive the rate of pay of the higher rated classification while working in the other classification.

Where an employee is assigned managerial duties in accordance with the above, although not to the extent to be excluded by the Collective Agreement, the employee will receive a premium of ten percent (10%) per hour.

**21.04 Pay on Temporary Transfers, Lower Rated Job**

When an employee is assigned to a position paying a lower rate, their rate shall not be reduced.

**21.05 Education Travel Allowance**

All time spent travelling to and from courses for purposes of education requested by the Employer, shall be paid for at the employee's regular straight time rate of pay. Any time including overnight delays accrued as a result of delayed flights are not compensated.

## **21.06 Reimbursement**

- (a) Upon submission of a valid, original receipt, the Employer shall reimburse an employee for the initial training cost incurred by an employee in order to obtain or maintain a trade license certificate or membership in a professional organization, that is required by the Employer. If, due to two (2) failed attempts, the employee is required to repeat any training or certifications, any associated costs will be at the employee's expense.
- (b) For those classifications where it is required that an employee maintain a specialized license to perform the duties of their classification, the Employer agrees to reimburse employees for the cost of licensing and fees associated with:
  - i) Commercial driver's licenses (DZ and AZ) and/or medical examination fees driver's, in excess of the Class G license.
  - ii) Ontario Boaters License.
- (c) For Clarity, this Article does not include any costs associated with obtaining or renewal of a Class G driver's license.

## **ARTICLE 22 - CLASSIFICATIONS AND WAGE SCHEDULES**

### **22.01 Classifications and Wage Schedules**

See attached sheets: Schedule "A".

### **22.02 Machine Operator**

An employee who works with the Mobile Electric Thawing Machine, Chipping Machine, Steamer, Hydro Seeder and Compressor shall be classified as a Machine Operator only while working with the designated machine.

### **22.03 Changes in Classification**

The Employer shall prepare a new job description whenever a job is created or whenever the duties of a job change. When the duties of any job are changed or increased, or where the union and/or any employee feels a job is unfairly or incorrectly classified, or when a new job is created or established, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the reclassification and/or rate of pay for the job in question, such dispute shall be submitted to grievance and arbitration for determination.

#### **22.04 Work-Related Injuries**

The Employer agrees that every employee who suffers injury by accident arising out of and in the course of employment (within the meaning of the WSIB) shall be reinstated in the position they held on the date of injury or provided with alternate employment as may be required in accordance with the provisions of the Workers' Compensation Act and/or the Ontario Human Rights Code.

### **ARTICLE 23 – TERMINATION**

#### **23.01 Duration**

This Agreement shall be binding and remain in effect from January 1<sup>st</sup>, 2024 to December 31<sup>st</sup>, 2025, and shall continue from year to year thereafter unless either party gives to the other party notice in writing within the period of ninety (90) days prior to December 31<sup>st</sup> in any year that it desires its termination or amendment.

#### **23.02 Changes in Agreement**

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

#### **23.03 Retroactivity**

All changes in the new agreement shall be adjusted retroactively unless otherwise specified.

#### **23.04 Notice of Changes**

Either party desiring to propose changes or amendments to this Agreement shall, within a period of ninety (90) days prior to the termination date, give notice in writing to the other party of its desire to terminate or revise this Agreement. Within fifteen (15) working days of receipt of such notice by one party, the other party is required to enter into negotiations for a renewal or revision of the Agreement, and both parties shall there upon enter into such negotiations in good faith and make every reasonable effort to consummate a revised or new Agreement.

In witness whereof the parties have caused their names to be subscribed by their duly authorized officers and representatives.

Dated at Kenora, Ontario this day of September, 2025.

On behalf of

**THE CORPORATION OF THE  
CITY OF KENORA**

Andrew Poirier  
Andrew Poirier (Aug 23, 2025 20:17:34 CDT)

Heather Pridemack  
Heather Pridemack (Aug 23, 2025 20:18:32 CDT)

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:RC/COPE491

On behalf of

**CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL 191**

[Signature]  
[Signature] Pylarman (Aug 29, 2025 12:27:17 CDT)

[Signature]  
[Signature] (Sep 18, 2025 09:30:06 CDT)

[Signature]  
Darryl paterick (Sep 23, 2025 16:23:26 CDT)

[Signature]  
Michael Pavey (Sep 25, 2025 10:30:08 CDT)

[Signature]  
Darren laewetz (Sep 25, 2025 17:42:40 CDT)

[Signature]

<b>SCHEDULE "A"</b>					
<b><u>Classification and Wage Schedule – Environmental Division</u></b>					
<b>Hourly Rates</b>					
<b>Classification</b>	<b>Jan 1/23</b>	<b>Jan 1/24</b>	<b>Jan 1/25</b>		
Sub-Foreman Transfer Site	31.17	32.26	33.23		
Cashier	29.30	30.33	31.24		
Weekend Cashier	28.90	29.92	30.81		
Transfer Facility Operator	28.90	29.92	30.81		
Long Haul Operator	28.90	29.92	30.81		
Garbage Truck Driver	26.87	27.81	28.64		
Transfer Site Attendant	26.11	27.02	27.83		
Solid Waste Labour	26.11	27.02	27.83		

<b>SCHEDULE "A"</b>					
<b><u>Classification and Wage Schedule – Fleet Division</u></b>					
<b>Hourly Rates</b>					
<b>Classification</b>	<b>Jan 1/23</b>	<b>Jan 1/24</b>	<b>Jan 1/25</b>		
Head Mechanic	35.79	37.04	38.15		
Diesel Mechanic	34.06	35.25	36.31		
Mechanic's Helper	30.38	31.44	32.39		
Storekeeper	29.30	30.33	31.24		

<b>SCHEDULE "A"</b>					
<b><u>Classification and Wage Schedule – Operations</u></b>					
<b>Hourly Rates</b>					
<b>Classification</b>	<b>Jan 1/23</b>	<b>Jan 1/24</b>	<b>Jan 1/25</b>		
Sub-Foreman	31.17	32.26	33.23		
Lead Hand	27.92	28.90	29.76		
Heavy Equipment Operator	28.90	29.92	30.81		
Wastewater Machine Operator	26.87	27.81	28.64		
Sand Spreader	26.87	27.81	28.64		
Wastewater Machine Helper	26.87	27.81	28.64		
Truck / Plow Truck Driver	26.87	27.81	28.64		
Machine Operator	26.87	27.81	28.64		
Sign Painter/Painter	26.69	27.62	28.45		
Truck Driver	26.32	27.24	28.06		
General Labourer	26.11	27.02	27.83		
Student Labourer	18.13	18.76	19.33		
<b>Stand-by \$200 per week (7 days)</b>					
<b>Stand-by \$ 28.57 per day for less than a week</b>					

<b>SCHEDULE "A"</b>					
<b><u>Classification and Wage Schedule – Wastewater Plant</u></b>					
Hourly Rates					
<b>Classification</b>	<b>Jan 1/23</b>	<b>Jan 1/24</b>	<b>Jan 1/25</b>		
Chief Operator (ORO)	36.40	37.67	38.80		
Operator in Charge	36.04	37.30	38.42		
Class 2 Operator	32.87	34.02	35.04		
Class 1 Operator	30.74	31.82	32.77		
Operator in Training (licensed)	29.32	30.35	31.26		
Operator in training (not licensed)	28.34	29.33	30.21		

<b>SCHEDULE "A"</b>					
<b><u>Classification and Wage Schedule – Water &amp; Wastewater Distribution</u></b>					
Hourly Rates					
<b>Classification</b>	<b>Jan 1/23</b>	<b>Jan 1/24</b>	<b>Jan 1/25</b>		
Chief Operator (ORO)	36.40	37.67	38.80		
Operator in Charge	36.04	37.30	38.42		
Class 2 Operator	32.87	34.02	35.04		
Class 1 Operator	30.74	31.82	32.77		
Operator in Training (licensed)	29.32	30.35	31.26		
Operator in Training (not licensed)	28.34	29.33	30.21		
Meter reader/OIT	28.36	29.35	30.23		
Electrician	36.40	37.67	38.80		

\* While working on a water meter a premium of .50/hr will be paid to the employees with the Water Meter Technician Certification working on the meter.

<b>SCHEDULE "A"</b>					
<b><u>Classification and Wage Schedule – Engineering &amp; Operations Support Staff</u></b>					
Hourly Rates					
<b>Classification</b>	<b>Jan 1/23</b>	<b>Jan 1/24</b>	<b>Jan 1/25</b>		
CSR - Engineering	28.90	29.92	30.81		
Operations Support Staff	28.90	29.92	30.81		
Storekeeper	29.30	30.33	31.24		

<b>SCHEDULE "A"</b>				
<b><u>Classification and Wage Schedule - Community &amp; Development Services</u></b>				
<b>Hourly Rates</b>				
<b>Classification</b>	<b>Jan 1/23</b>	<b>Jan 1/24</b>	<b>Jan 1/25</b>	
Maintenance Operator- Lead Hand	28.70	29.70	30.60	
Maintenance Operator- Lead Hand - 1 Cert	29.24	30.26	31.17	
Maintenance Technician	28.90	29.92	30.81	
Maintenance Operator	26.99	27.93	28.77	
Maintenance Operator - 1 Cert	27.51	28.47	29.32	
Sub-Foreman - Maintenance	31.17	32.26	33.23	
Aquatic Facilitator	32.05	33.17	34.17	
Instructor/Lifeguard	28.90	29.92	30.81	
Instructor	28.90	29.92	30.81	
Lifeguard	28.90	29.92	30.81	
Aquafit Instructor	28.90	29.92	30.81	
Recreation Programmer	28.90	29.92	30.81	
Fitness Consultant	28.90	29.92	30.81	
Recreation Support Staff	29.30	30.33	31.24	
Recreation Receptionist	27.19	28.14	28.98	
Janitor	26.11	27.02	27.83	
Desk Attendants	26.10	27.01	27.82	
Tourism Services Assistant	28.90	29.92	30.81	
Special Events Coordinator	31.17	32.26	33.23	
Parks Technician	32.05	33.17	34.17	
Harbourtown & Seasonal Labourers	26.11	27.02	27.83	
Cemetery Labourer	26.11	27.02	27.83	
Cemetery Assistant (Cemetarian)	28.90	29.92	30.81	
Carpenter	28.90	29.92	30.81	

<b>SCHEDULE "A"</b>				
<b><u>Classification and Wage Schedule – Office</u></b>				
<b>Hourly Rates</b>				
<b>Classification</b>	<b>Jan 1/23</b>	<b>Jan 1/24</b>	<b>Jan 1/25</b>	
POA Clerk	29.30	30.33	31.24	
Administrative Assistant/ POA Clerk	29.30	30.33	31.24	
Recreation Support Staff	29.30	30.33	31.24	

CSR - City Hall	29.30	30.33	31.24		
Collections Clerk	30.06	31.11	32.05		
Assistant Accountant- Receivable	30.06	31.11	32.05		
Assistant Accountant- Payables	30.06	31.11	32.05		
By-Law Enforcement Officers	30.61	31.68	32.63		
Communications Clerk	31.69	32.80	33.78		

**LETTER OF UNDERSTANDING**

**BETWEEN:**

**THE CORPORATION OF THE CITY OF KENORA**  
(Hereinafter referred to as the "Employer")

- and -

**CANADIAN UNION OF PUBLIC EMPLOYEES**  
**AND ITS LOCAL 191**  
(Hereinafter referred to as the "Union")

**RE: City Hall Part-Time Cashier**

The parties agree to the new classification of Part-time Cashier City Hall.

**12.06 Part-Time Cashier**

The hours worked will be scheduled between 8:00 a.m. and 4:30 p.m. with a half hour unpaid lunch. A regular Part-Time Cashier is defined as an employee who has made a commitment to work on a pre-determined schedule of not more than 24 hours per week. Regular Part-Time Cashier may work more than 24 hours per week on occasion during emergency coverage requirements. Regular Part-Time Cashier may be required to work split shift once a month.

DATED this 26th day of September, 2025.

Signed on behalf of:

**THE CORPORATION OF THE  
CITY OF KENORA**

**CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL  
191**

Andrew Poirier  
Andrew Poirier (Aug 23, 2025 20:17:24 CDT)

[Signature]  
[Signature] (Aug 29, 2025 12:27:17 CDT)

[Signature]  
[Signature] (Aug 23, 2025 20:18:32 CDT)

[Signature]  
[Signature] (Sep 18, 2025 09:30:06 CDT)

[Signature]

[Signature]  
Darryl paterick (Sep 23, 2025 16:23:26 CDT)

[Signature]

[Signature]  
Michael Pavey (Sep 25, 2025 10:30:08 CDT)

[Signature]

[Signature]  
Darren laewetz (Sep 25, 2025 17:42:40 CDT)

:RC/COPE49

**LETTER OF UNDERSTANDING**

**BETWEEN:**

**THE CORPORATION OF THE CITY OF KENORA**  
(Hereinafter referred to as the "Employer")

- and -

**CANADIAN UNION OF PUBLIC EMPLOYEES**  
**AND ITS LOCAL 191**  
(Hereinafter referred to as the "Union")

**RE: Hours of Work – City Hall**

The parties agree that the following changes will be made to Hours of Work – City Hall.  
Effective date will be June 5, 2017.

**12.06 Hours of Work City Office Staff**

The working day shall be from 8:00 a.m. until 4:30 p.m. Monday to Friday inclusive with  
a one-hour unpaid lunch break. Article 12.01 above does not apply to the City Office  
Staff.

DATED this 26th day of September, 2025.

Signed on behalf of:

**THE CORPORATION OF THE  
CITY OF KENORA**

**CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL  
191**

Andrew Poirier  
Andrew Poirier (Aug 23, 2025 20:17:24 CDT)

[Signature]  
[Signature] (Aug 29, 2025 12:27:17 CDT)

[Signature]  
Heather Patrick (Aug 23, 2025 20:18:32 CDT)

[Signature]  
[Signature] (Sep 18, 2025 09:30:06 CDT)

[Signature]

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[Signature]  
Michael Pavey (Sep 25, 2025 10:30:08 CDT)

:RC/COPE49

[Signature]  
Darren laewetz (Sep 25, 2025 17:42:40 CDT)

**LETTER OF UNDERSTANDING**

BETWEEN:

**THE CORPORATION OF THE CITY OF KENORA**  
(Hereinafter referred to as the "Employer")

- and -

**CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 191**  
(Hereinafter referred to as the "Union")

**RE: Hours of Work – Transfer Site Attendant**

The parties agree that the following changes will be made to Hours of Work – Transfer Site Attendant.

**12.04 Hours of Work Environment Services Branch**

**Transfer Site Attendant**

The regular hours for the Transfer Site Attendant will consist of 8 consecutive hours with a one-half hour unpaid lunch break between the hours of 6:00 a.m. and 4:30 p.m. between Tuesday and Saturday. When it is necessary to temporarily establish a new schedule Monday to Friday due to the operation of the Transfer Site, 48 hours' notice shall be given by the Corporation to the Transfer Site Attendant.

DATED this 26th day of September, 2025.

Signed on behalf of:

**THE CORPORATION OF THE  
CITY OF KENORA**

**CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL  
191**

  
Andrew Poirier (Aug 23, 2025 20:17:24 CDT)

  
Darryl Paterick (Aug 29, 2025 12:27:17 CDT)


  
Heather Paterick (Aug 23, 2025 20:18:32 CDT)

  
Darryl Paterick (Sep 18, 2025 09:30:06 CDT)


  
Darryl Paterick (Sep 23, 2025 16:23:26 CDT)

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:RC/COPE491

  
Michael Power (Sep 25, 2025 10:30:08 CDT)

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Darren laewetz (Sep 25, 2025 17:42:40 CDT)

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## LETTER OF UNDERSTANDING

**BETWEEN:**

**THE CORPORATION OF THE CITY OF KENORA  
(Hereinafter referred to as the "Employer")**

**- and -**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 191  
(Hereinafter referred to as the "Union")**

**RE: INTRODUCTION AND BARGAINING OF A JOINT BENEFITS PLANS**

WHEREAS the Union is the bargaining agent for the employees of the Employer; and

WHEREAS the Union and the Employer are parties to a Collective Agreement; and

WHEREAS in the interests of the efficient conduct and administration of the Board's affairs it is desirable and necessary that there shall be harmonious relations between the Board and its employees; and

WHEREAS the Employer hereby consents and agrees to negotiate with the Union, or any authorized Committee thereof, in any and all matters affecting the relationship between the parties to this Agreement; and

WHEREAS there have been ongoing discussions between the Employer and the Union in regards to the potential introduction of a "Joint Benefits Committee"; and

WHEREAS taking into account small differences in current coverage between Employee groups, the Employer and the Union share in the desire to review existing health and disability benefit programs and their impact with the intention to define one plan that provides alternatives and options for benefit improvement, while remaining within the Employer's existing health and disability benefit cost structure;

THEREFORE, the parties agree as follows:

1. The Board will request the City of Kenora's benefits consultant to draft the flexible options based on the principle of providing diversity in health and disability benefits options for Employees, including the status quo, while remaining within the Board's existing benefits cost structure;
2. The Parties agree to review the options and to accept or amend by agreement the plan;

3. Subject to all Parties confirming their agreement, or as reasonably practicable following agreement to this Memorandum of Agreement, the Joint Benefits Plan, as currently drafted or as amended by agreement between the parties, will be implemented by all parties, and remain in effect until changes are agreed to through future bargaining;
4. Potential changes to the Joint Benefits Plan will be negotiated at one bargaining table comprised of the Employer, and representatives from CUPE and defined out of scope employee groups and that generally, changes will be bargained no more frequently than every three years; and
5. The first time that these benefits would be bargained in this manner would be no earlier than Date Contract Expires, 202X, to ensure that all parties have the opportunity to become familiar with the plan, and to receive feedback from their members.
6. It is understood by the Parties that the respective Collective Agreement Articles that deal specifically with the benefits covered under the Joint Benefits Plan will be held in abeyance while the terms of this Letter of Understanding are in effect; and
7. It is understood that the Employer will receive approval for these changes from Mayor and Council and the Unions will be required to take any recommended changes to their respective Members for a vote prior to implementation.
8. The experience of the Joint Benefits Plan will be reviewed on an annual basis, which may or may not affect the Employee cost.
9. The Joint Benefits Plan MOA shall be terminated or renewed during the collective agreement bargaining schedule.
10. In the event that the Unions Memberships votes to reject the MOA the Joint Benefits Plan will terminate with the expired collective agreement and the Articles that deal specifically with the benefits covered under the Joint Benefits Plan will resume.
11. Implementation procedures and processes will be developed and discussed with the Union and representatives at subsequent meetings of the all Union/Employee/Employer committee such as the development of Terms of Reference for the Committee; and the examination of the role of the Joint Employee Benefits Committee. The Parties also agree that they will meet a minimum of once per year.

DATED this 26th day of September, 2025.

**Signed on behalf of:**

**THE CORPORATION OF THE  
CITY OF KENORA**

**CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL  
191**

*Andrew Poirier*

Andrew Poirier (Aug 23, 2025 20:17:24 CDT)

*[Signature]*

Pykerman (Aug 29, 2025 12:27:17 CDT)

*[Signature]*

Heather Patrick (Aug 23, 2025 20:18:32 CDT)

*[Signature]*

W... (Sep 18, 2025 19:30:06 CDT)

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