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COLLECTIVE AGREEMENT

between

THE CORPORATION OF THE MUNICIPALITY OF TRENT HILLS
(hereinafter called the "Employer")

Party of the First Part

and

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3051.01
(hereinafter called the "Union")

Party of the Second Part

Inside Employees

MAY 1, 2025 TO APRIL 30, 2028

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ARTICLE 1 – PREAMBLE

1.01 It is the desire of both parties to this Collective Agreement to maintain and improve harmonious relations and settle conditions of employment between the Employer and the Union.

ARTICLE 2 – MANAGEMENT RIGHTS

2.01 The Union recognizes and acknowledges that the management of the Corporation and the direction of the working force are the exclusive function of the Employer and, without restricting the generality of the foregoing; the Union acknowledges that it is the exclusive function of the Employer:

a) To maintain order and efficiency.

b) To hire, promote, classify, transfer, suspend employees and to discipline or to discharge any employee for just cause provided that a claim by an employee who has acquired seniority that they have been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided.

c) To make, enforce and alter, from time to time, rules and regulations to be observed by the employees, such rules and regulations to be posted upon all bulletin boards.

d) To determine the nature and kind of operations conducted by the Employer, the kind and locations of depots and offices, equipment, and materials to be used, the control of materials and parts, the methods and techniques of work, the content of jobs, the schedules of work, the number of employees to be employed, the extension, limitation, curtailment or cessation of operations or any part thereof, and to determine and exercise all other functions and prerogatives which shall remain solely with the Employer.

e) Establish and administer tests for the purposes of assisting the Employer in determining an employee's qualifications, and require medical examinations to be performed by a medical practitioner mutually satisfactory to the Employer and the employee, at the cost of the Employer, for the purposes of determining that employees are capable of performing the duties and responsibilities of their assigned job, it being understood that the medical practitioner will only certify whether the employee is medically fit or unfit to perform the employee's assigned job.

2.02 The Employer agrees that its rights under this provision shall not be exercised in a manner contrary to the express provisions of this Collective Agreement, or the Ontario Human Rights Code.

ARTICLE 3 – RECOGNITION

3.01 The Employer recognizes the Canadian Union of Public Employees and its Local 3051 as the sole and exclusive bargaining agent for all employees of the Employer, save and except Supervisors, and persons above the rank of Supervisor, Community Development Manager, Chief Building Official, Deputy Chief Building Official, Information Technology Coordinator, Crossing Guards, students and persons covered by other subsisting Collective Agreements.

3.02 **Work of the Bargaining Unit:**

Employees excluded from the bargaining unit shall not work on any jobs which are included in the bargaining unit if such action results in the loss of regular or overtime hours of work or regular or overtime pay for bargaining unit employees. Employees on an approved leave will not be offered overtime.

3.03 The Employer agrees that no bargaining unit work shall be contracted out such to cause an employee covered by this Collective Agreement to suffer an actual loss of regular hours of work or regular pay.

3.04 **No Other Agreements:**

The Employer shall not be required or permitted to make a written or verbal agreement with any employee.

No employee shall be required or permitted to make a written or verbal agreement with the Employer.

In respect of employees covered by this Collective Agreement, the Employer shall not recognize during the currency of this Collective Agreement any other bargaining agent in respect of any matters herein dealt with.

ARTICLE 4 – DEFINITIONS

4.01 **Full-Time Employee:**

Means an employee hired by the Employer into a continuous position who has successfully completed their probationary period and are considered part of the permanent establishment of the Employer and are scheduled to work thirty-five (35) hours per week.

4.02 **Part-Time Employee:**

Means an employee hired by the Employer who has successfully completed their probationary period and are considered part of the permanent establishment of the Employer and are regularly scheduled to work either twenty-four (24) hours or less per week.

All of the provisions of this Collective Agreement shall apply to part-time employees unless otherwise specified.

4.03 **Temporary Employees:**

a) **A Temporary Employee may be Hired**

A temporary employee is an employee hired on a term appointment for a period in excess of thirty (30) days to:

i) to replace an employee for the full term of a Leave of Absence, to replace an employee who is on Short Term or Long Term Disability or while an employee is in receipt of WSIB Benefits or while an employee is on maternity and/or parental leave; or,

ii) for a term not exceeding six (6) months in any consecutive twelve (12) month period. However the same temporary employee may be rehired more than once during twelve (12) consecutive months, provided each assignment is to a different position; or,

iii) to replace an employee who is a successful applicant under Article 4.03 b); or,

iv) for any other reasons that may be mutually agreed to between the Employer and the Union.

The Employer shall be entitled to hire temporary employees for periods of less than thirty (30) days and such employee shall not be covered by any

of the terms and conditions outlined in this Collective Agreement with the exception of Schedule "A".

The Employer may extend the temporary employment for up to thirty (30) additional days. This option will not be used more than twice per year (in total) and the Employer will forward written notice to the Union prior to making this decision.

b) A temporary position for a term expected to exceed thirty (30) days shall be posted in accordance to Article 19 (Job Posting). The Employer shall only be required to post the original temporary position and the subsequent temporary position.

c) All of the provisions of this Collective Agreement shall apply to temporary employees with the exception of Article 11 (Seniority), Article 12 (Lay-Off and Recall), Article 15 (Vacations) and Article 18 (Employee Benefit Plans).

d) A temporary employee will only be entitled to recall to available temporary positions in order of service with the Employer based on the factors in Article 19.03.

The Employer shall maintain a listing of each temporary employee showing his or her total non-continuous service calculated on hours paid exclusive of overtime from the original date of hire.

The temporary employee's service shall be maintained for purposes of recall rights only for a total period of eighteen (18) months from the date of last hire.

e) Where a temporary position is filled by a full-time or part-time employee, the employee shall immediately upon receipt of the responsibilities for the temporary position be paid at the appropriate wage for the position, and at the end of the assignment, shall return to their original position and wage.

Management may decline to appoint a permanent employee to a temporary position if such appointment will result in the contracting-out of the employee's normal work or if no qualified replacement employee is available to perform the employee's normal work. This right shall be exercised in a manner, which is fair and reasonable.

f) While a full-time or part-time employee is filling a temporary position, such employee shall continue to be covered by all of the provisions of this Collective Agreement applicable to them.

g) In the event that a temporary employee is hired for a permanent position in the bargaining unit time worked, as a temporary employee shall be considered towards the probationary period if there is no break in employment at the time of the transfer from temporary to permanent work.

h) No temporary employee shall be employed while any permanent employee is on lay-off provided the laid off employee has the criteria as outlined in Article 19.03.

i) A temporary employee shall be paid the applicable rate as per Schedule "A" for the position in which they are assigned.

4.04 **Student Employee:**

Student employees shall only be employed by the Employer during the summer vacation period which shall be defined as being May 1st to Thanksgiving; Christmas Break and/or March Break.

4.05 **Probationary Employee:**

The term probationary employees, applies to employees who are hired by the Employer as part of the permanent establishment, and will be designated as permanent employees after satisfactorily completing their probationary period.

4.06 **Probationary Period:**

New employees shall serve a probationary period of six (6) calendar months, before acquiring seniority rights under this Collective Agreement. Management reserves the right to extend the probation period for an additional three (3) calendar months, with written reasons to the Union.

During the probationary period, the termination of a probationary employee shall be at the sole discretion of the Employer. In the event that a new employee successfully completes the probationary period, then that employee's seniority shall be retroactive to the last date of hire.

ARTICLE 5 – DISCRIMINATION

5.01 The Employer and the Union agree that there shall be no discrimination, coercion or intimidation against any employee because of an employee's union activities or lack of union activities. The Employer and the Union agree that there shall be no discrimination against any employee by either party to this Collective Agreement as prohibited by the Ontario Human

Rights Code.

ARTICLE 6 – UNION SECURITY AND CHECK-OFF OF UNION DUES

6.01 The Employer shall deduct from every employee any monthly dues in accordance with the Union Constitution and/or By-laws, which are owed by the employee to the Union. The Union shall, from time to time, inform the Employer as to the amount of dues to be deducted from each employee.

6.02 Union dues shall be deducted from an employee's pay bi-weekly and shall be forwarded to the Secretary Treasurer of the Union no later than the 15th day of the month following.

With the remittance of such union dues the Employer shall forward a list of the names of employees and their classification from whose wages union dues have been deducted and the amount paid by each employee.

6.03 The Employer agrees to set out on an employee's T-4 Income Tax Report Form the amount of annual dues paid for the taxation year to which the T-4 Income Tax Report Form applies.

6.04 **National Representatives:**

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

With advance notice being given to the Employer, the representatives shall have access to the Employers premises to meet with the Union and/or the Employer

6.05 **Notification of Staff Changes:**

The Employer agrees to inform the Union of any particular appointment, hiring, layoff, transfer or recall by the last day of the month in which the change occurred.

6.06 **Representatives:**

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

may be required to transact business.

6.07 **Representative of the Union:**

Where an employee has been called in for a meeting with the Employer on any work-related issue the employee shall be entitled to a representative of the Union to be present.

6.08 **New Employee Orientation**

A CUPE Local 3051 Representative shall be allowed thirty (30) minutes without loss of pay, to meet with a new employee during the employee's orientation with Human Resources. Human Resources will advise a minimum of one (1) day in advance the Representative and their supervisor of the date and time the orientation will be scheduled. The Union shall advise as to who will attend the orientation meeting. The Union will advise Human Resources at the beginning of each year, the names and departments of the representative who will be attending new employee orientations.

ARTICLE 7 – LABOUR MANGAEMENT COMMUNICATION

7.01 All correspondence between the parties arising out of this Collective Agreement or incidental thereto shall pass to and from the Chief Administrative Officer and the Secretary of the Union with a copy to the President of the Union.

7.02 **Labour-Management Committee Meetings**

The Parties agree and understand that effective and regular communications between the Parties is of benefit to each Party.

The Parties shall ensure that a Labour Management Committee is maintained and the parties shall follow the Terms of Reference for the Labour Management Committee as outlined in Appendix "A" of the Collective Agreement.

ARTICLE 8 – GRIEVANCE PROCEDURE

8.01 In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the right of the Union to appoint or elect one (I) steward whose duties shall be to assist any employee, which the steward represents, in preparing and presenting their grievance in

accordance with the grievance procedure.

8.02 The Union shall notify the Employer in writing of the name of the Lead Steward before the Employer shall be required to recognize the Lead Steward.

The Union agrees that, in order to be eligible for election or appointment as steward, an employee must have acquired seniority in accordance with the provisions of this Collective Agreement.

8.03 **Definition of a Grievance:**

A grievance under this Collective Agreement shall be defined as a difference between the Employer and the Union as to the interpretation, application, administration or alleged violation of this Collective Agreement. A grievance shall be in writing and shall contain particulars of the facts and circumstances giving rise to the grievance and the provisions of the Collective Agreement alleged to have been violated.

8.04 **Definition of a Policy Grievance:**

A policy grievance under this Collective Agreement shall be defined as a difference between the Employer and the Union as to the interpretation, application, administration or alleged violation of this Collective Agreement and, which because of the nature or scope of the subject matter could not otherwise be instituted as an individual employee or a group grievance.

A policy grievance shall be in writing and shall contain particulars of the facts and circumstances giving rise to the grievance and the provisions of the Collective Agreement alleged to have been violated.

Either party may submit a policy grievance in writing to the other.

8.05 The Union understands and agrees that a steward is employed to perform work for the Employer and that a steward will not leave their work during working hours except to perform their duties under this Collective Agreement.

The Union and the steward agree to minimize the time that the steward will be away from their regular duties during working hours. No steward shall leave their work without first obtaining the permission of their immediate supervisor, which permission shall be obtained, where practical, on or before the end of the shift immediately preceding the shift in which the steward intends to exercise their duties under this Collective Agreement. It is understood that permission by a steward's immediate Supervisor shall

not be unreasonably withheld. It is further understood that a steward shall, in the exercise of their duties under this Collective Agreement, take every possible step to minimize and prevent any disruption in the normal day-to-day operation and work of employees in the bargaining unit.

Time away from work during working hours by the steward under this clause shall be with pay.

8.06 **Complaint Procedure:**

It is understood that an employee has no grievance until he/she has first discussed the matter with his/her immediate supervisor. If an employee(s) has a complaint they shall have the right to request the assistance of a Steward to be present when discussing their concern with their immediate Supervisor. If the matter is not resolved in this discussion, the Union may take the matter further by filing a grievance as set out herein:

STEP N0.1:

The Union, along with the employee(s) affected, shall present a written grievance to the employees appropriate Manager from the area affected, or their designate, within ten (10) days from the date of the occurrence, giving rise to the grievance (unless the Employee has been away from work on an approved leave). The Manager, or their designate, shall reply to the grievance within five (5) working days after receipt of the written grievance.

STEP NO. 2:

If the reply to the grievance under Step 1 is not satisfactory to the Union, the grievance may, in writing, be submitted to the Chief Administrative Officer within five (5) working days from the receipt of the reply of the Manager, or their designate, under Step 1. The Chief Administrative Officer and the Union shall hold a meeting within ten (10) working days of the date of the receipt of the written notice to invoke Step 2 of the grievance procedure. The Chief Administrative Officer shall reply to the Union, in writing, within ten (10) working days of the meeting.

STEP NO. 3:

Failing a satisfactory settlement at Step 2 of this grievance procedure, written notice of intention to submit the grievance to a sole Arbitrator will be submitted to the Chief Administrative Officer by email within ten (10) working days of the date of the reply in Step 2.

8.07 **Mediation**

The parties agree that it is in their intent to resolve grievances without recourse to arbitration, wherever possible. Therefore, notwithstanding the above, the parties may, upon mutual agreement, engage the services of a mediator in an effort to resolve the grievance and may extend the time limit for the request for arbitration. The parties will share equally the fees and expenses, if any, of the mediator.

8.08 The reference to "working days" in this Article and in Article 9 shall be deemed to exclude Saturdays, Sundays and Holidays as defined in Article 14.

ARTICLE 9 – DISCHARGE AND DISCIPLINE

9.01 An employee who has acquired seniority under this Collective Agreement may be disciplined or discharged for just cause. Within 5 working days of the Employer being made aware of an incident, the Employee and Union will be notified in writing that the matter is being investigated and may lead to discipline.

An investigation and final decision will then be made within 10 working days after the next scheduled Joint Health and Safety Committee meeting after the incident is reported, or within ten (10) working days of the notice if it is an incident that is not referred to the Joint Health and Safety Committee. In the event that an employee is disciplined or discharged, such employee shall have the right to discuss the action taken by the Employer with their steward before being required to leave the Employers premises.

9.02 Disciplinary action to an employee will be removed from the employee's file if no other similar disciplinary action, is taken against the employee for a period of eighteen (18) months from the date of the last occurrence.

9.03 In the event that an employee grieves their discharge, the grievance shall commence at Step No. 2 of the grievance procedure.

9.04 **Reviewing of Personnel File:**

An employee has the right to review their personnel file within five (5) working days of requesting it in writing to the Chief Administrative Officer, or their designate.

An employee who has been terminated by the Employer may review their file within two (2) working days of their termination date.

When reviewing their files they shall do so in the presence of the Employer and shall have the right to Union representation. The employee shall have the right to make copies of any material contained in his/her personnel record.

9.05 Electronic surveillance shall not be used to initiate discipline without sufficient cause, to suspect misconduct.

In all cases where discipline is initiated from electronic surveillance, the Employer will disclose the reason for the investigation.

ARTICLE 10 – ARBITRATION

10.01 Either party may, failing settlement under the Grievance Procedure regarding any difference between the parties arising from the interpretation, application, administration or violation of this Collective Agreement, including any question as to whether a matter is arbitrable, submit such grievance to arbitration as follows:

a) If either party requests that a grievance be submitted to arbitration, within the time limits outlined above, the request shall be made by email addressed to the other party to the Collective Agreement outlining its choices of three (3) arbitrators to serve as a sole Arbitrator.

b) Within seven (7) working days thereafter, the other party shall answer by email indicating acceptance to one of the three (3) arbitrators proposed by the other party or they shall submit their three (3) alternate choices for a sole Arbitrator.

c) If the parties cannot agree as to a sole Arbitrator within twenty (20) days of the notice referring the matter to arbitration, application may be made to the Ministry of Labour who shall be requested to appoint an arbitrator.

10.02 Each of the parties shall be responsible for the fees and expenses of its own witnesses and counsel. The Employer and the Union shall share equally the fees and expenses of the sole Arbitrator.

10.03 The decision of the Arbitrator shall be final and binding upon the Employer, the Union and the employees in the bargaining unit.

10.04 The Arbitrator shall not have any power to alter or change any of the provisions of this Collective Agreement to substitute any new provisions for

any existing provisions, or to give any decision inconsistent with the terms and provisions of this Collective Agreement.

10.05 The parties to this Collective Agreement may, by mutual consent in writing, extend any of the time limits set out in the Grievance and Arbitration procedures.

10.06 No matter may be submitted to arbitration that has not been properly carried through all previous steps in the grievance procedure.

ARTICLE 11 – SENIORITY

11.01 **Seniority Defined:**

Seniority is defined as the length of service in the bargaining unit as detailed in Article 11.02. Seniority shall be used in determining preference or priority for promotion, transfer, demotion, lay-off, permanent reduction of the workforce and recall, as set out in other provisions of this Collective Agreement.

An employee who has completed his/her probationary period, as set out in Article 11.03 shall have his/her name placed on the seniority list with the seniority effective on the last date the employee commenced to work for the Employer

Seniority shall operate on a bargaining-unit-wide basis.

11.02 **Seniority for Full-Time Employees:**

Seniority shall be in accordance to their continuous service with the Employer since their last date of hire.

Seniority for Part-Time Employees:

Seniority shall be in accordance to their continuous service with the Employer since their last date of hire based on hours paid exclusive of overtime. A part-time employee will be credited with one (1) year of seniority once he/she has accumulated a total of 1820 hours paid. In no case shall a part-time employee accrue more than one-year seniority in any fiscal year.

Seniority for Temporary Employees:

Seniority shall be in accordance to their continuous service with the Employer since their last date of hire based on hours paid exclusive of overtime. A

temporary employee will be credited with one (1) year of seniority once he/she has accumulated a total of 1820 hours paid. In no case shall a temporary employee accrue more than one-year seniority in any fiscal year.

11.03 New employees shall serve a probationary period in accordance to Article 4.06 before acquiring seniority rights under this Collective Agreement. During the probationary period, the termination of a probationary employee shall be at the sole discretion of the Employer. In the event that a new employee successfully completes the probationary period, then that employee's seniority shall be backdated to the last date of continuous hire.

11.04 Seniority, once established for an employee, shall be forfeited and the employee's employment shall be deemed to be terminated under the following conditions:

a) If the employee is discharged for just cause and is not reinstated;

b) If the employee quits or retires;

c) If the employee is absent from work in excess of three (3) regular working days without notifying the Employer in the absence of a reason satisfactory to the Employer;

d) If the employee fails to return to work within fourteen (14) calendar days following a lay-off and after being notified by registered mail, to the employee's last know address, to do so, in the absence of a reason satisfactory to the employer;

e) If the employee is laid off for a period longer then twenty-four (24) months or the employee's accumulated seniority, which is lesser;

f) If the employee is absent from work due to illness or injury, not covered under the Ontario Human Rights Code, for a period longer then one (1) year or the employee's accumulated seniority, whichever is lesser;

g) If the employee fails to report to work from the first day following the expiration of a leave of absence without an explanation satisfactory to the Employer.

11.05 **Seniority List:**

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. Where two (2) or more employees commenced work on the same day, preference shall be in accordance with the date of application for employment. An up-to-date seniority list containing date of hire and seniority hours shall be sent to the union and

posted on all bulletin boards in January and July of each year. An employee shall have thirty (30) working days from the date of the posting to question the accuracy of the seniority list.

11.06 **Change of Status:**

a) **Change of Status: Part-Time to Full-Time**

In the event that an employee's status is changed from part-time to full-time service, his/her seniority shall be converted into the full-time equivalent, using a conversion factor of seven (7) hours worked equals one (1) day.

b) **Change of Status: Full-Time to Part-Time**

In the event a full-time employee's status is changed to part-time, he/she will carry his/her seniority and continue to accumulate seniority as defined in Article 11.02-Seniority for part-time employees, as outlined in this Collective Agreement.

c) **Change of Status: Temporary to Permanent**

In the event that an employee's status is changed from temporary to permanent service, he/she will be credited seniority from original date of hire.

ARTICLE 12 – LAYOFF AND RECALL

12.01 Employees shall be laid off in their inverse order of seniority and be recalled in order of their seniority provided always that the Employer may retain employees who have the qualifications, skill and ability to do the available work.

Casual employees will only be offered shifts if a laid off employee is unavailable.

12.02 Unless legislation is more favourable to employees, the Employer shall give notice in writing, by registered mail or hand delivered to their last known address, to employees who are to be laid off. The notice shall be given fifteen (15) working days prior to the effective date of lay-off. If the employee has not had the opportunity to work the days as provided in this Article, the employee shall be paid for the days for which work was not made available.

12.03 The Employer shall continue to provide the premiums for a laid off full- time or part-time employee, who is in receipt of benefits, as outlined in Article 18 (excluding Article 18.04 Short Term Disability and Article 18.03 Long Term

Disability) until the end of the month in which the lay-off occurs and for the following six (6) months.

ARTICLE 13 – HOURS OF WORK AND OVERTIME

13.01 The following is intended to define the normal hours of work and overtime for employees and shall not be construed as a guarantee of hours of work per day or per week.

13.02 The hours of work as outlined in this Article may be changed with the mutual agreement of the Employer and the Union.

An employee may, with the approval of the Employer, be entitled to amend the hours of work outlined above by up to one (1) hour.

13.03 The normal daily hours of work shall be seven (7) hours per day, thirty-five (35) hours per week, with the exception of the Building/Fire Inspector, Facilities Maintenance Worker, Building Inspector/By-Law Enforcement Officer and Recreation Assistant. The regular workweek is Monday to Friday inclusive. All employees work 8:30 a.m. to 4:30 p.m. excluding the noted positions.

All employees shall be allowed a one (1) hour unpaid lunch period.

With the above noted exceptions, the Building/Fire Inspector, Building Inspector/Bylaw Enforcement Officer shall work eight (8) hours per day, forty (40) hours per week (7:30 a.m. to 4:30 p.m.). The regular work week is Monday to Friday inclusive.

The Facilities Maintenance Worker shall work eight (8) hours per day, forty (40) hours per week (6:30 a.m. to 3:00 p.m.). The regular work week is Monday to Friday inclusive with a one half (1/2) hour unpaid lunch break.

The Recreation Assistant is scheduled as per the Letter of Understanding.

a) Compressed Work Week (CWW):

For those employees working out of the Municipal Office and Emergency Services Base who choose to participate, the parties agree to implement a compressed work week schedule. Available options for CWW can be found at Appendix B.

The pay period involving the Municipal Office Christmas Closure, is not eligible for the CWW program.

The following principles will apply:

1. Paid time for every two (2) week pay period must always total the standard working hours (i.e. 70 hours or 80 hours every two weeks as defined in Article 13.03).

2. All CWW hours to be accumulated and taken off must be pre-approved by the employee's Manager, subject to operational requirements for the additional time to be worked and provided that sufficient personnel are available to provide the required level of service. It is understood that there must be appropriate coverage for the Municipal Office and individual departments.

3. An employee cannot accumulate CWW hours while working from home.

4. The maximum number of additional hours accumulated during the pay period, cannot exceed the total hours required to make up for the compressed workday (i.e 7 hours or 8 hours). CWW hours are to be accumulated in 30 minute increments. No more than one (1) CWW hour may be accumulated in a day.

5. If an employee is unable to work the additional hours as outlined above on a particular day and is not able to accumulate the required CWW hours for the pay period (i.e 7 hours or 8 hours), they must use an entitlement to offset the reduced number of accrued additional hours during the two (2) week period.

6. When an employee has been approved for vacation days and/or lieu days in a pay period and is unable to accrue the additional hours as outlined above, the employee is not eligible to participate in the CWW for that pay period.

7. Accumulated CWW hours can only be used for regularly scheduled CWW days. CWW hours cannot be used for other absences.

8. Employees will make every effort to schedule personal appointments on scheduled days off.

9. Due to operational requirements or extenuating circumstances, the employer or the employee may request a change to the schedule and each case will be reviewed on a

case-by-case basis by the Manager.

10. Employees are expected to plan and/or adjust their schedule to ensure attendance at department and Municipal meetings/ training. The employee can reschedule their day off on a date that is mutually agreed to with their Manager.

11. Tax due dates and the day before a tax due date cannot be taken as a CWW day. If a CWW day is scheduled to take place on a tax due date or the day before a tax due date, the Manager and the employee will mutually select another CWW day during that pay period.

12. If a Manager and employee are unable to reach a mutually agreeable resolution to a CWW request, the matter will be reviewed by Human Resources.

13. It is Understood that extenuating circumstances such as a Pandemic may arise which may require the suspension of CWW schedules. Should such a circumstance arise, suspension of the CWW will be at the approval of the CAO.

14. Employee participation is voluntary.

15. Employees interested in participating in a CWW schedule, are required to submit a CWW request to their Manager by 5:30 p.m. on February 15th of each year. Employees must complete and submit the Compressed Work Week Program Participant Acknowledgement and Agreement which outlines how the additional hours will be worked and the preference for the compressed day (i.e. day off with pay). When more than the permitted number of employees requests the same day off, preference will be given to the more senior employee(s).

16. Any requests not received by the due date, *will* be reviewed on a case-by-case basis.

17. Employees may cancel their request to work CWW at any time by advising their Manager in writing.

18. Participants in CWW will be responsible for ensuring the accuracy of their schedules and that the required hours are worked and recorded on their bi-weekly timesheets.

13.04 Overtime:

a) **Overtime Full-Time Employees:**

Overtime shall be defined as all work performed in excess of the regular hours of work per day or per week.

b) **Overtime Part-Time Employees:**

Overtime shall be defined as all work performed in excess of thirty-five (35) hours per week.

c) **Compensation for Working Overtime/All Other Employees:**

With the exception of regularly scheduled hours of work per day or per week all work performed after 8:00 p.m. on Friday, and on Saturday, Sunday and recognized holidays shall be paid at the rate of two (2) times the employee's normal rate of pay.

All other work performed in excess of the normal daily or weekly hours shall be paid at the rate of one and one-half (1 ½) times the employee's normal rate of pay.

d) Distribution of Overtime:

It is recognized that the Employer will require overtime from time to time due to the nature of the business.

Available overtime shall be offered to employees working within their work location. Where overtime is offered and there are insufficient senior qualified volunteers within the work location, the Employer shall have the right to assign the work starting with the most junior employee who is qualified to perform the required work and continuing in inverse order of seniority until sufficient qualified employees have been assigned.

e) Banked Lieu Time:

The Employer shall make overtime cash payments, unless the employee notifies the Employer in writing of their desire to take overtime as time off in lieu. Lieu time shall be banked to a maximum of eighty (80) straight time hours and shall be taken at a time mutually agreed to by the Employer and the employee. Where an employee

has been granted an approved leave and subsequently works overtime in the same two (2) week pay period, upon request, the employee may amend their absentee form to reflect the lieu time off. All lieu time to be paid out on the last pay period of the fiscal year.

13.05 An employee working at least four (4) hours before normal starting time or after normal quitting time, any day, or they are notified at the commencement of their shift that they will be assigned to work at a Ward other than their regular assigned Ward shall be allowed one half (1/2) hour paid meal break together with reimbursement to the employee for a meal taken during that meal break to a maximum of fifteen ($15.00) dollars. The employee shall submit to the Employer a receipt for reimbursement.

13.06 Employees may take non-alcoholic refreshments from time to time during the workday.

13.07a) An employee who is called in and required to work outside their regular working hours shall be paid for a minimum of three (3) hours at overtime rates, and shall be paid from the time the employee commences their duties and responsibilities.

b) The minimum call-out payment will not be paid where the work is a continuation of the normal work hours or if the call-out occurs within one (1) hour of normal starting time.

c) Employees required to standby for call-in on Saturdays and Sundays shall receive three (3) hours straight time pay for each standby day in addition to any pay for work performed.

d) Employees required to standby, for call-in on Christmas Day, Boxing Day and New Year's Day shall receive four 4) hours straight time pay for each standby day in addition to any pay for work performed. Any work performed while on standby and still being outside normal hours shall be paid at overtime rates.

13.08 No employee will be laid off from regularly scheduled hours of work in order to avoid paying overtime.

13.09 Break Period

All employees shall be permitted a fifteen (15) minute paid rest period in each half shift of more than three (3) hours, to a maximum of thirty (30) minutes per shift.

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

ARTICLE 14 – STATUTORY HOLIDAYS

14.01a) An employee shall be paid an amount equivalent to the employee's regular days pay for the following holidays, whether or not the employee works on such holiday:

New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day and the last half working day before Christmas Day, and the last half working day before New Year's Day.

Part-time and temporary employees will have statutory holiday pay calculated in accordance with the provisions set out in the Employment Standards Act for the recognized holidays listed above.

b) Full-time employees shall receive twenty-one (21) hours, off to be known as float holidays to be taken at a time mutually agreed to between the Employer and the employee. Full time employees who work a regular week of forty (40) hour per week, are allotted twenty-four (24) hours. If no such agreement can be reached, the holiday shall be added to the employee's next vacation, in that fiscal year. Float days are not cumulative from year to year.

c) Part-time employees will receive 3 float days calculated in regular straight-time hours pro-rated based on the previous year's hours. Float days are not cumulative from year to year.

14.02a) Where a holiday falls on a non-working day for an employee the holiday shall be rescheduled on a day mutually agreed to by the employee and the Employer.

If no such agreement can be reached, the holiday shall be added to the employee's next vacation.

b) If a holiday falls during an employee's vacation, the holiday shall be added to the employee's vacation period.

14.03 In order to qualify for holiday pay under Article 14.01, an employee must meet all of the following conditions:

a) The employee must have worked their regularly scheduled shift immediately preceding and immediately following the holiday, unless unable to do so for

a reason satisfactory to the Employer. Such reason is to be provided in writing and must be submitted to the Employer before consideration of payment for the holiday will be made.

b) The employee must have worked on the holiday if the employee has agreed to do so, unless excused by the Employer.

14.04 When any of the holidays set out in Article 14.01 fall on a Saturday or Sunday employees shall be entitled to the preceding Friday or the succeeding Monday, which shall be deemed to be the holiday and the selected day shall be posted by the Employer in advance.

14.05 Employees who normally work a shortened Friday as part of their regular schedule shall have this shortened day moved to the day before any Friday which is observed by the Employer as a Statutory Holiday.

ARTICLE 15 – VACATIONS

Part-time employees shall receive six (6%) percent vacation pay.

15.01 Full time employees shall receive vacation with pay as follows:

a) Fifteen (15) days' vacation prorated to the date of hire once an employee successfully passes the probationary period. During the probationary period, vacation will accrue and cannot be used until probation is completed. If the probation crosses a fiscal year, the unused prorated amount of the prior year will be added to the allotment at the end of the probation period;

b) Twenty (20) days' vacation in the fiscal year in which the employee's fourth (4^{th}) anniversary falls;

c) One additional day of vacation in each fiscal year thereafter up to thirty (30) days of vacation.

15.02 In the event that an employee takes their vacation prior to qualifying date, and subsequently terminates their employment, the Employer shall be entitled to recover any overpayment of vacation pay from the employee's final pay except in the case of retirement.

15.03 The Employer shall allow employees to exercise their choice in selecting the vacation period subject to the Employer requiring employees to select days that do not interfere with the efficiency and requirements of the operation of the Employer. In situations of conflict, preference will be given to the more

senior employee.

a) No employee may accumulate or carry forward more than a total of two (2) weeks vacation from one year to the next. Employees will submit their vacation selections by 5:30 p.m. February 15th of each year or 5:30 p.m. on the next business day if February 15th falls on a weekend. The Employer will provide approval, or explanation of refusal, by March 1st of each year. Approval of requests submitted after February 15th shall be at the sole discretion of the Employer.

Any vacation request will not be denied without an operational reason.

b) Requests for changes to the vacation schedule, once posted, must be made in writing to the Manager.

c) Employees will be allowed to schedule up to three (3) days' vacation or lieu time in the week between Christmas and New Year's. In the event that the vacation cannot be used because of weather conditions, it will be carried over to be used as vacation in the subsequent year.

ARTICLE 16 – LEAVE OF ABSENCE

16.01 Where permission has been granted to two (2) representatives of the Union to leave their employment in order to carry on negotiations for a renewal of this Collective Agreement with the Employer, these employees shall not suffer a loss of pay for normal hours of work for such time spent up to and including conciliation.

The President of the Union shall be at negotiations and could be in addition to the two (2) representatives provided for above.

Where permission has been granted to representatives of the Union to leave their employment temporarily to deal with Union business, either with/without the Employer, these employees shall not suffer a loss of pay for such time spent during normal hours of work.

16.02 Leave of absence without pay and without loss of seniority may be granted to Union representatives by the Employer to represent the Union at union activities. The Union shall supply the Employer with as much notice of their request as possible and in the granting of a request by the Employer consideration shall be given to the Employers operational requirements and such request shall not be unreasonably

denied.

16.03 Leave of absence, with pay, will be granted to a bereaved employee as follows:

a) In the event of death of an employee's spouse or child or parent, an employee will be granted a ten (10) day leave. Qualified employees may use the Family Critical Care Programme to provide additional bereavement leave

b) In the event of death of an employee's mother-in-law, father-in-law, brother or sister, an employee will be granted a five (5) day leave. Qualified employees may use the Family Critical Care Programme to provide additional bereavement leave.

c) In the event of the death of an employee's sister-in-law, brother-in-law, grandparent, grandparent-in-law, son-in-law, daughter-in-law or grandchild, an employee will be granted a three (3) day leave.

d) In the event of the death of an employee's aunt, uncle, niece, nephew, cousin, a fellow employee of the Employer or to serve as a pallbearer an employee will be granted a one (1) day leave.

e) In the event an employee is required to travel to attend the funeral, the Employer shall grant up to four (4) additional days leave without pay in order that the employee may attend the funeral.

f) In the event of the death of a qualified family member of a part-time employee, the employee will only be compensated for those hours that they were scheduled to work during the leave period. The leave period will be deemed to begin on the day following the death of the qualified family member, and will, in all cases, include the day of the funeral or Celebration of Life.

Notwithstanding the above, individuals shall be granted flexibility to distribute the bereavement leave entitlement over two (2) occasions, not exceeding their entitlement above, in order to accommodate religious and cultural diversity which provide for distinct grieving period. It is understood that if the employee requests to divide the leave, this request must be made to their supervisor at the time of the first request and agrees to take the second leave within a one-year timeframe.

16.04 An employee summoned for Jury Duty or subpoenaed as a Crown witness

shall be allowed the necessary time off work for such service and shall be paid at the employee's straight time hourly rate for normally scheduled hours of work missed as a result of the Jury Duty or attendance as a Crown witness provided the employee pays to the Employer any fees received by the employee for such service. The employee will present proof of service and the amount of pay received.

16.05 a) The Employer may, at its discretion, grant a leave of absence without pay and without loss of seniority to an employee requesting such leave for good and sufficient cause, provided such request is in writing and approved by the Employer.

b) An employee requesting an unpaid general leave of more than thirty (30) calendar days as per 16.05 (a) may, at their election, continue benefits coverage during the term of the leave by reimbursing the Employer for all benefit premiums. Such reimbursement shall be due on the first day of each month of the leave. Failure to make payment will result in the loss of benefit coverage.

16.06 Employees shall be entitled to Pregnancy/Parental and Adoption Leave in accordance with the provisions of the Employment Standards Act.

16.07 When an employee's child is born or adopted, the employee will benefit from a one day leave with pay on the birth, or placement of the child into their care.

ARTICLE 17 – PAY DAYS

17.01 The Employer shall pay salaries and wages by direct deposit in accordance with Schedule "A" attached hereto and forming part of this Collective Agreement. Employees shall be paid bi-weekly on Wednesday's. On each payday an employee shall be provided with an itemized statement of their wages and deductions.

An employee upon request may receive a copy of their time sheet for previous pay periods.

17.02 There shall be no pyramiding of premiums.

17.03 **Personal Vehicle Compensation:**

a) Employees are not required as a condition of employment to have a car.

b) The Employer shall pay to an employee using their personal vehicle on authorized business the rate as established by Municipal Council as its mileage rate.

c) An employee who reports to his/her assigned work location at the normal starting time shall be paid personal vehicle compensation to report to another work location if asked to do so by the Employer at the applicable rate.

17.04 **Professional Fees and Licenses:**

The Employer will pay the cost of any professional fee or license that is required of the employee in the performance of their duties.

The Employer will pay the cost of the appropriate driver's license fees and any medical associated with this, for those employees designated to drive Employer's vehicles requiring a classification greater than "G".

ARTICLE 18 – EMPLOYEE BENEFIT PLANS

18.01 All employees employed as of March 23, 2001 that are enrolled in the Employers Group Retirement Savings Plan shall continue to be enrolled in the Plan. Employees hereby consent to the deduction from their regular pay cheques of the required contribution to R.S.P. by the employee. The contribution amount payable by both the Employer and the employee will be equal to the current contribution rate made to OMERS by the employer. Should there be an OMERS contribution holiday, the most recent contribution rate will continue to apply as the R.S. P. contribution amount. If an employee is in receipt of WSIB and is not able to participate in the above matching contributions from their regular pay cheque they shall have the option of providing their normal contribution and the employer shall also continue their contribution.

All employees employed as of March 23, 2001 shall continue to be enrolled in the Ontario Municipal Employees Retirement System (OMERS) as provided by the Act. The Employer and the employee shall make contributions in accordance with the provisions of the Plan.

All new eligible employees employed after March 23, 2001 shall join the Ontario Municipal Employees Retirement System (OMERS) as provided by the Act. The Employer and the employee shall make contributions in accordance with the provisions of the Plan.

18.02 **Full-Time Employees:**

The Employer shall pay one hundred (100) percent of the cost of the premiums necessary to enroll all full-time eligible employees for coverage in the benefit

plans outlined in this Article.

Qualifying Part-Time Employees:

Qualifying part-time employees may access the benefits detailed in Article 18.03 and will share the cost of the premiums with the Employer by paying thirty-five percent (35%).

Qualified part-time employees are those employees who regularly work twenty (20) or more hours on a weekly basis.

18.03 The Employer shall pay the premiums in accordance to Article 18.02 that are necessary to enroll all eligible employees for coverage in the following benefit plans:

a) Employer Health Tax as required by the Government of Ontario;

b) Life Insurance and Accidental Death and Dismemberment Insurance equivalent to twice (2X) an employee's annual salary rounded to the next highest thousand dollars;

c) Extended Health Care presently in force;

d) Long Term Disability Insurance equivalent to seventy-five (75) percent of monthly earnings commencing after a waiting period of seventeen (17) weeks and payable up to age sixty-five (65).

e) The Dental Plan in place on the date of ratification of this Collective Agreement carried by Industrial Alliance at the current O.D.A. schedule as amended from time to time. The dental plan is to include white fillings and periodontal care.

f) Orthodontic coverage with a three thousand ($3000) dollar lifetime maximum per family member coverage. This Cost Plus Program is administered by the Finance Manager.

g) Crowns, bridges and dentures with a three thousand ($3000) dollar maximum per year per family member coverage. This Cost Plus Program is administered by the Finance Manager.

h) Implant coverage with a three thousand ($3000) dollar lifetime maximum per family member coverage. This Cost Plus Program is administered by the Finance Manager.

i) Blue Cross Vision Care Plan or equivalent, providing four hundred twenty-five ($425) dollars every two (2) years.

j) One (1) aural examination every two (2) years.

k) One (1) vision examination every two (2) years with a cap at one hundred and fifty ($150) dollars.

18.04 **Short Term Disability:**

a) The Employer agrees to maintain seventy-five (75) percent of gross pay of an eligible full time employee's regular salary during non-work related injuries, disabilities or illnesses to a maximum length of seventeen (17) weeks. Entitlement to this indemnity commences on the first day of absence due to hospitalization or injury and on the fourth day of absence due to illness unless the employee opts to use his/her entire sick day entitlement.

b) Eligible full time employees are allotted sixty-three (63) hours of sick time per calendar year. Full time employees who work a regular week of forty (40) hours per week, are allotted seventy-two (72) hours of sick time per calendar year. Additional sick days are not cumulative from year to year and have no gratuity payout value.

c) In order to be eligible for indemnity for Short Term Disability under this Article or Long Term Disability as set out above, an employee may be required to provide the Employer with a medical certificate from the employee's family practitioner. If the Employer is not satisfied with that medical certificate, the Employer reserves the right to request that the employee be examined by a medical practitioner satisfactory to the Employer and the Union.

d) An employee shall be entitled to use their sick leave, broken down to hours, for attending medical/dental appointments or when an employee's dependent is ill and/or needs medical treatment.

18.05 Eligibility for and extent of benefits referred to in Article 18.03 to 18.04 inclusive is subject to the terms and conditions of the policies of insurance, or of the Plans providing such benefits. Any dispute as to entitlement to benefits under the Plans or policies of insurance provided is between the employee and the insurer or administrator of the Plan. The Employer agrees to use its best efforts on behalf of the employee where there is a dispute between the insurer, or administrator of the Plan, and the employee.

18.06 The Employer shall continue to provide the following benefits from the date of normal retirement provided that the employee has been employed for the Employer for a minimum of fifteen (15) years. Refer to 'Class 2 Early Retirees

Handbook'.
The Employer shall pay seventy (70) percent of the cost of the premiums for the benefits being provided.

It is the responsibility of the employee to submit to the Employer a request to continue the benefit coverage along with a proposed payment plan to cover the cost of the employee's share thirty (30) percent of the benefits being provided.

a) Extended Health Care presently in force;

b) Blue Cross Vision Care Plan or equivalent, providing four hundred twenty- five (425) dollars every two (2) years.

c) The Dental Plan in place on the date of ratification of this Collective Agreement carried by Industrial Alliance at the current O.D.A. schedule as amended from time to time. The dental plan is to include white fillings and periodontal care.

d) Orthodontic coverage with a three thousand (3000) dollar lifetime maximum per family member coverage. This Cost Plus Program is administered by the Finance Manager.

e) Crowns, bridges and dentures with a three thousand (3000) dollar maximum per year per family member coverage. This Cost Plus Program is administered by the Finance Manager.

f) Implant coverage with a three thousand ($3000) dollar lifetime maximum per family member coverage. This Cost Plus Program is administered by the Finance Manager.

g) One (1) vision examination every two (2) years with a cap at one hundred and fifty ($150) dollars.

It is the responsibility of the employee to keep the Employer informed of their current address and to submit such a request.

Normal retirement for the purpose of this article shall mean on or after age fifty-five (55), to age sixty-five (65), and/or as defined by Ontario Municipal Employees Retirement System.

Eligibility is subject to the terms and conditions of the policies of the insurance, or of the Plans providing such benefits. Any dispute as to entitlement to benefits under the Plans or policies of insurance provided is between the employee and the insurer or administrator of the Plan. The Employer agrees to use its best efforts on behalf of the employee where there is a dispute between the insurer, or administrator of the Plan, and

the employee.

18.07 **Health Spending Account**

The employer shall provide a Health Spending Account for all full-time, part-time employees and qualifying retirees.

- $200/year per family in 2025
- $250/year per family in 2026
- $300/year per family in 2027
- Applicable to part time and retirees who prescribe to benefits

18.08 **Change of Carrier**

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

The Employer shall not select another carrier without the consent of the Union when such selection substitutes or alters the employee benefits and insurance plan.

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

18.09 **Benefit Booklet**

Upon request the Union shall be provided with a current copy of the Benefit Booklet.

18.10 **Overage Dependents**

Extended health and dental benefit coverage is extended to dependent children to age twenty-five (25), who are enrolled full-time in school.

ARTICLE 19 – JOB POSTING

19.01 When a vacancy occurs or a new position is created inside the bargaining unit, the Employer shall notify the Union in writing and post notice of the position on the bulletin board for a minimum of one (1) week in order that all employees in the bargaining unit will know about the position and be able to make written application including resumes. This notice will be provided prior to any external advertising or posting.

When the Employer decides not to fill the position, written notice will be provided to the Union no more than 30 days after the vacancy occurs.

19.02 Each job posting shall contain the following information:

Nature of position, qualification, required knowledge and education, skills, shift, wage or salary rate or range, and when the duties and responsibilities will commence.

19.03 a) In selecting a suitable applicant for lead hand positions, the Employer shall consider the qualifications, experience, training, efficiency, suitability, skill and ability of all applicants. When all factors are equal, the more senior employee shall be given the job. If no suitable internal applications /resumes are received, the Employer reserves the right to hire externally. The Employer will post the name of the successful applicant.

b) In selecting a suitable applicant for all other non-lead hand positions inside the bargaining unit, the applicant with the greatest seniority and having the necessary qualifications and ability shall be placed in the position. If no suitable internal applicants apply, the Employer reserves the right to hire externally. The Employer shall post the name of the successful applicant.

c) Where there are no qualified internal or external applicants, the Employer may consider internal or external applicants, the Employer may consider internal or external applicants provided that they achieve the required certifications in a specific time period determined by the Employer.

If the successful external applicant is not fully qualified and requires training, a training rate of ten percent (10%) less than the otherwise applicable rate shall apply for up to six (6) months, and, if required, of five percent (5%) for an additional six (6) months.

19.04 A successful candidate for a position, if already an employee of the Employer, shall be subject to a trial period for their first thirty (30) calendar days in the new position. If at any time during such a period, the candidate decides that they are unable to perform the required duties, or if the Employer finds they are unsatisfactory, they shall be returned to their former position without loss of seniority, and their replacement shall return to their former position and the vacancy may be filled without further posting.

19.05 a) **Permanent Position Outside of Bargaining Unit:**

If an employee accepts a transfer to a permanent position, outside the bargaining unit, the employee shall have the right to return to their position

in the bargaining unit during a trial period, to a maximum of three (3) calendar months. If the employee returns to the bargaining unit during this time, he/she shall retain seniority accumulated up to the date of leaving the bargaining unit. However, seniority shall be adjusted for the period of time the employee is outside the bargaining unit.

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

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

ARTICLE 20 – CLOTHING AND CAR USAGE

20.01 The Employer, upon the receipt of the original paid invoice, shall pay to each full-time employee annually an amount of up to two hundred ($200) dollars to be used by each employee to purchase Employer suitable office clothing, and shoes. All claims for payment will be submitted no later than 1 December of the benefits year.

20.02 The Employer, upon receipt of an original paid invoice, shall pay the Building/Fire Inspector, Building Inspector/By-Law Enforcement Officer and Facilities Maintenance Worker personnel annually an amount of six hundred ($600) dollars to be used by the employee to purchase C.S.A. approved work boots, gloves and a uniform.

The Employer will establish a standard that will apply to all purchases.

20.03 Identifiable work-wear (e.g. clothing that states "Trent Hills Staff', indicates a Trent Hills Department or has a Trent Hills logo on it), is permitted to be worn while on duty and in the transition to and from the work location only.

ARTICLE 21 – JOB EVALUATION

21.01 **Preamble**

The parties are in agreement on establishing a Joint Job Evaluation Program (hereinafter referred to as the Program) for the purpose of

describing, evaluating and classifying all jobs within the scope of the bargaining unit represented by the Union. The parties shall, within thirty (30) days following the signing of this agreement, submit to each other the names of their members for this Committee.

21.02 **Committee Structure**

(a) The Joint Job Evaluation Committee, hereinafter referred to as the Committee (J.J.E.C.) shall consist of 3 representatives from the Employer and representatives from the Local Union. This joint committee shall have equal representation and participation from the parties.

(b) The CUPE Local 3051 members of the Committee and any alternates appointed by CUPE Local 3051 shall be granted leave of absence with pay and without loss of seniority for periods of time spent working on the Committee. These members shall continue to have all rights and privileges of the Collective Agreement including access to the grievance procedure, promotional opportunities and salary increments to which the employee would normally be entitled, including any increases that may occur as a result of an evaluation of their present position.

(c) The members of the Committee and any alternates appointed by the Union shall be assured of a return to their original places of employment to the jobs they were in prior to being appointed to the Committee or an alternative position acceptable by the member.

(d) Routine business decisions of the Committee shall be by a simple majority. Job rating decisions shall be a unanimous decision of the full Committee and shall be final and binding upon the parties.

21.03 **Committee Mandate**

The objectives of the Committee shall be to:

(a) Determine a workplan in order to commence and complete the Program.

(b) Apply the CUPE Gender Neutral Plan.

(c) Review and amend if necessary, the CUPE Job Analysis Questionnaire and develop job descriptions therefrom. Forward such draft job description to the employee(s) concerned for his/her review and comment. Copies to the supervisor(s) to review the draft job description and indicate concurrence or otherwise and return to the Committee. Committee members are required to sign job descriptions acknowledging job evaluation review has taken place.

(d) Evaluate all jobs using the CUPE Gender Neutral Plan.

(e) Develop a maintenance procedure for the Program.

(f) Make recommendations to the respective bargaining committees regarding implementation of the Program.

21.04 **General rules**

In the application of the Job Evaluation Plan, the following general rules shall apply:

(a) It is the content of the job that is being evaluated, not performance of the incumbent.

(b) Jobs are evaluated without regard to existing wage rates.

(c) The job analysis and rating of each job shall be relative to, consistent with, and conform to the job descriptions and other jobs in the bargaining unit.

(d) No interpolation of subfactor degrees is to be made in the use of this plan (i.e. no use of mid-points).

(e) No incumbent shall have their wages reduced and shall continue to receive all negotiated increases based upon the higher of the evaluated job rate or original job rate.

21.05 **Job Evaluation Advisors**

(a) Nothing in this agreement shall be interpreted as barring either party to the agreement from engaging representatives to advise the J.J.E.C. They shall function as Advisors with voice but no vote, and shall not sit as official members of the Committee.

(b) The J.J.E.C. shall continue the Program to completion if the Advisor(s) is (are) released or unable to continue as engaged.

21.06 **Access to Information**

There shall be a full exchange of knowledge and information between the parties in the development of the Program and members of the Committee shall have the opportunity to visit the workplace and discuss the details of the job with the employee(s) and Supervisor(s) concerned.

21.07 **Handling of Disagreement**

Any disagreement or dispute by the Committee on the job descriptions, job

ratings, the procedures and the application of these procedures or the interpretation of matters set out in this agreement will be brought to the attention of the principal parties for resolution.

If the parties cannot resolve the dispute, the matter shall be referred to a single Arbitrator who shall be jointly selected. The power of the Arbitrator shall be limited to the matters in dispute as submitted. The decision shall be final and binding on the parties.

21.08 **Other Job Related Matters (Non-Committee)**

The parties recognize, upon completion of the Committee's work in preparing the Program, their responsibility to negotiate the details of the installation and implementation of the Program, including wage rates, wage grades and the administrative procedures, including the finalization of all appeals resulting from the implementation of the Program, and the details of the JE System to cover the ongoing maintenance of the Program. The JE System shall be attached to and form part of the Collective Agreement.

ARTICLE 22 – GENERAL

22.01 The Employer shall provide bulletin boards at appropriate workplaces so that all employees have access to the bulletin boards, upon which the Union may post notices of meetings, elections and the results of such elections. Other notices, which the Union may wish to post, shall be subject to the prior approval of the Chief Administrative Officer.

22.02 Staff may attend seminars and courses as available and approved by the Administrator with up to one hundred (100) percent of the cost being paid by the Employer. If such request is denied reasons will be provided.

22.03 The Employer shall supply to each employee bi-monthly with the last pay period of the month a listing of all outstanding vacation time and lieu time remaining.

22.04 **Long Service Payment**

For each year of service beyond twenty (20) years the Employer shall pay each employee a long service payment equal to one (1) day's average wages (excluding overtime and premium payments) to a maximum of ten (10) days pay. Such payment shall be made on the first payday in December or at the time of retirement.

22.05 The costs of all medical documentation, if requested by the Employer, will be reimbursed upon submission.

22.06 **Retirement Vacation Credit**

Employees who are retiring are entitled to a vacation credit of ½ day per year of service, to a maximum of two weeks (70 hours), in addition to any vacation entitlement accrued by date of retirement.

ARTICLE 23 – IMMEDIATE FAMILY CRITICAL CARE PROGRAM (I.F.C.C.P)

23.01 The program is to allow participating employees to take time off in a critical (immediate) family situation without using vacation time.

23.02 Each participating employee will initially contribute necessary hours from his/her overtime bank to initiate the program.

Each participating employee will contribute the same number of hours.

23.03 No ceiling will be implemented, but a maximum of up to 5 hours per involved full time employee.

23.04 If a withdrawal is made from the program, it will be refurbished at the rate of one (1) hour per month per participating employee from his/her overtime bank.

23.05 Maximum withdrawal is one hundred and twenty (120) hours per year per member.

23.06 The program will not be available for routine sickness or visits to the doctor; it is strictly for immediate family members, as noted under Article 16.03.

23.07 If a situation arises to the legitimacy of a member making a withdrawal, it will be determined by a committee of three (3) elected members of the Union.

23.08 Participation in the program is voluntary and is available to all members of the bargaining unit who can bank his/her overtime hours.

23.09 Any withdrawn hours will be topped back up within three (3) months.

23.10 Withdrawals from the program will be made based on the hours available in the program at the time of request. The Municipality will not cover any shortfall between the requested hours and available hours in the bank.

23.11 A report will be provided to the Union from Payroll every three (3) months. The report will detail the contributions/withdrawals made and the balance in the program.

ARTICLE 24 – NO STRIKE OR LOCK-OUT

24.01 There shall be no strike or lockout so long as this Collective Agreement continues to operate.

ARTICLE 25 – DURATION OF COLLECTIVE AGREEMENT

25.01 This Collective Agreement shall continue in full force and effect until April 30, 2028 and shall continue automatically thereafter for annual period of one (1) year unless either party notifies the other in writing during the period ninety (90) days preceding the expiry of this Agreement that it desires to amend or terminate this Collective Agreement.

IN WITNESS WHEREOF each of the parties hereto have caused this Collective Agreement to be signed by their duly authorized signing officers

This 20th day of October 2026

THE CORPORATION OF THE MUNICIPALITY OF TRENT HILLS

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3051

KG/COPE491

LETTER OF UNDERSTANDING #1

Between:

THE CORPORATION OF THE MUNICIPALITY OF TRENT HILLS
(hereinafter called the "Employer")

And

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3051
(hereinafter called the "Union")

Re: Staffing Levels

The Employer agrees to maintain the current level of staffing of Permanent FT Employees for the duration of the Collective Agreement.

This 20th day of October 2026

THE CORPORATION OF THE MUNICIPALITY OF TRENT HILLS

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3051

LETTER OF UNDERSTANDING #2

Between:

THE CORPORATION OF THE MUNICIPALITY OF TRENT HILLS
(hereinafter called the "Employer")

And

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3051
(hereinafter called the "Union")

Re: Recreation Assistant Hours of Work

1. The Parties agree that the normal hours of work for the Recreation Assistant position will be 8 30 a m. to 4:30 p m Monday to Friday, with a one (1) hour paid lunch

   It is agreed and understood by the Parties that this letter forms a part of the Collective Agreement and remains in full force and effect until the Parties execute a new Collective Agreement.

This 20th day of October 2026

THE CORPORATION OF THE MUNICIPALITY OF TRENT HILLS

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3051

LETTER OF UNDERSTANDING #3

Between:

THE CORPORATION OF THE MUNICIPALITY OF TRENT HILLS
(hereinafter called the "Employer")

And

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3051
(hereinafter called the "Union")

Re: Building/By-Law Assistant and Training Officer Rate of Pay, Hours of Work and Clothing Allowance and Planning and Development Assistant Rate of Pay

The parties agree with the following:

Building/By-Law Assistant

Building/By-Law Assistant will be compensated at Band 5 on the inside Collective Agreement Wage Schedule "A",

The normal daily hours of work for the Building/By-Law Assistant shall be eight (7) hours per day, thirty-five (35) hours per week (8:30 a.m. - 4:30 p.m.) with a one (1) hour unpaid lunch break. The regular workweek is Monday to Friday inclusive.

The Employer, upon receipt of an original paid invoice, shall pay the Building/By-Law Assistant position annually an amount of up to two hundred ($200) dollars to be used by the employee to purchase Employer suitable office clothing and shoes.

Training Officer

The parties agree that the Training Officer will be compensated at Band 8 on the Inside Collective Agreement Wage Schedule "A".

The normal daily hours of work for the Training Officer shall be eight (8) hours per day, forty (40) hours per week (7:30 a.m. - 4:30 p.m.) with a one (1) hour unpaid lunch break. The regular workweek is Monday to Friday inclusive.

The Employer, upon receipt of an original paid invoice, shall pay the Training Officer annually an amount of six hundred ($600) dollars to be used by the employee to purchase C.S.A. approved work boots, gloves and a uniform.

Planning and Development Assistant

As a result of the Joint Job Evaluation Committee re-evaluation of the Planning and Development Assistant position, this position will be compensated at Band 5 of the Inside Collective Agreement Wage Schedule "A".

This 20th day of October, 2026

THE CORPORATION OF THE MUNICIPALITY OF TRENT HILLS

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3051

LETTER OF UNDERSTANDING #4

Between:

THE CORPORATION OF THE MUNICIPALITY OF TRENT HILLS
(hereinafter called the "Employer")

And

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3051
(hereinafter called the "Union")

Re: Fleet and Emergency Vehicle Maintenance Coordinator Job Title and Rate of Pay, Fleet Mechanic Rate of Pay and Fire Prevention Officer Job Title and Rate of Pay

The parties agree with the following:

Fleet and Emergency Vehicle Maintenance Coordinator

The Fleet Supervisor/Head Mechanic job title has been updated to Fleet and Emergency Vehicle Maintenance Coordinator.

As a result of the Joint Job Evaluation Committee re-evaluation of the Fleet and Emergency Vehicle Maintenance Coordinator position on February 2, 2026, this position will be compensated at Band 8 on the Outside Collective Agreement Wage Schedule "A".

Fleet Mechanic

As a result of the Joint Job Evaluation Committee re-evaluation of the Fleet Mechanic position on February 2, 2026, this position will be compensated at Band 7 on the Outside Collective Agreement Wage Schedule "A".

Fire Prevention Officer

The Building/Fire Inspector job title has been updated to Fire Prevention Officer. As a result of the Joint Job Evaluation Committee re-evaluation of the Fire Prevention Officer position, this position will be compensated at Band 7 of the Inside Collective Agreement Wage Schedule "A".

Dated this 9th day of February, 2026.

FOR THE EMPLOYER

FOR THE UNION

Appendix A

Labour Management Committee Municipality of Trent Hills

Terms of Reference

Establishment of the Committee

The Labour Management Committee shall be composed of three (3) representatives of each of the Parties, including the President of the Union and the Chief Administrative Officer (CAO). Each Party may have the assistance of an advisor at meetings of the Committee.

The Committee shall enjoy the full support of both parties in the interest of maximum service to the public.

Purpose

The purpose of the Labour Management Committee is to provide a forum for ongoing communication and the joint consideration of concerns of the Union, employees and Employer.

Function of the Committee

The Committee shall concern itself with the following general matters:

1 Considering constructive feedback of all activities so that better relations shall exist between the Employer and the Employees.

2. Reviewing suggestions from Employees, questions of working conditions and service (but not grievances concerned with service).

3 Correcting conditions causing grievances and misunderstandings.

Communication will be done respectfully. Any issues brought forward to this Committee will be discussed only after an effort has been made to resolve the issue through communication with the Supervisor(s).

Meeting of Committee

The Committee shall normally meet every three (3) months and more or less frequently at the request of either party, provided the party requesting the meeting notifies the other party, in writing, of the proposed agenda items at least one (1) week in advance of the meeting date. The meetings of this Committee shall take place at a mutually agreed upon time and place, during normal working hours. Union representatives will be paid regular

wages when attending meetings.

Chairperson of the Committee

The President of the Union and CAO shall act as Co-Chairs of the Committee and alternate as Chair of meetings of the Committee.

Minutes of Meetings and Agendas

The Employer shall be responsible for minutes of meetings and for the production of agendas.

Committee Members are responsible for providing agenda items in writing to the Coordinator of Human Resources one (1) week in advance of a scheduled meeting. The agenda will be circulated to Committee Members at least forty-eight (48) hours in advance of the scheduled meeting.

Jurisdiction of Committee

The Committee shall not have jurisdiction over wages or any matter of collective bargaining, including the administration of the Collective Agreement. The committee shall not have the power to alter, amend or modify the specific terms of this Agreement. It is understood that discussions of the Committee shall not give rise to grievances or discipline.

The Committee shall not supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

Appendix B

Available options for CWW:

Option # 1 for 70-hour standard pay period	Take 30-minute lunch breaks to accumulate up to a maximum of 4 5 hours. AND/OR Start your workday 30 minutes early to accumulate up to a maximum of 4.5 hours. (not to accumulate more than 7 hours in total over the 2-week pay period
Option # 2 for 70-hour standard pay period	Take 30-minute lunch breaks to accumulate up to a maximum of 4.5 hours. AND/OR Work 30 minutes past the end of a normal shift to accumulate up to a maximum of 4 5 hours. (not to accumulate more than 7 hours in total over the 2-week pay period
Option # 1 for BO-hour standard pay period (employees who have a 1-hour unpaid lunch break)	Take 30-minute lunch breaks to accumulate up to a maximum of 4.5 hours. AND/OR Start your workday 30 minutes early to accumulate up to a maximum of 4.5 hours (not to accumulate more than 8 hours in total over the 2-week pay period:
Option # 2 for BO-hour standard pay period (employees who have a 1-hour unpaid lunch break)	Take 30-minute lunch breaks to accumulate up to a maximum of 4.5 hours AND/OR Work 30 minutes past the end of a normal shift to accumulate up to a maximum of 4.5 hours. (not to accumulate more than 8 hours in total over the 2-week pay period:

Please Note: The maximum number of additional hours accumulated during a pay period, cannot exceed the total hours required to make up for the compressed workday (i.e. 7 hours or 8 hours). CVIM/ hours are to be accumulated in 30 minute increments. No more than 1 CVIM/ hour may be accumulated in a day.

Schedule A –

Wage Schedule Effective May 1, 2025

1.0%

Wage Schedule - May 1, 2025

Position	Probation Rate	Job Rate
Facilities Maintenance Worker	24.37	28.22
Customer Service Specialist	27.07	31.34
Accounts Clerk	27.07	31.34
Revenue Clerk	27.07	31.34
Planning and Development Assistant	27.07	31.34
Facilities Coordinator	28.34	32.80
Tax Clerk	28.34	32.80
Utility/Tax Clerk	28.34	32.80
Building/Fire Inspector	29.92	34.63
Building Inspector/ By-Law Enforcement Officer	32.20	37.27

Schedule A –

Wage Schedule Effective May 1, 2026

3.0%

Wage Schedule - May 1, 2026

Position	Probation Rate	Job Rate
Facilities Maintenance Worker	25.10	29.07
Customer Service Specialist	27.88	32.28
Accounts Clerk	27.88	32.28
Revenue Clerk	27.88	32.28
Planning and Development Assistant	27.88	32.28
Facilities Coordinator	29.19	33.79
Tax Clerk	29.19	33.79
Utility Tax Clerk	29.19	33.79
Building/Fire Inspector	30.81	35.67
Building Inspector By-Law Enforcement Officer	33.16	38.39

Schedule A –

Wage Schedule Effective May 1 2027

3.5%

Wage Schedule - May 1, 2027

Position	Probation Rate	Job Rate
Facilities Maintenance Worker	25.98	30.08
Customer Service Specialist	28.86	33.41
Accounts Clerk	28.86	33.41
Revenue Clerk	28.86	33.41
Planning and Development Assistant	28.86	33.41
Facilities Coordinator	30.21	34.97
Tax Clerk	30.21	34.97
Utility/Tax Clerk	30.21	34.97
Building/Fire Inspector	31.89	36.92
Building Inspector/ By-Law Enforcement Officer	34.33	39.73

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