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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
(hereinafter called the "Union")

Party of the Second Part

(Outside 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 forty (40) 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 or for part-time employees in the Recreation Department hours of work as outlined in Article 13.05 b).

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 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.

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".

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 their 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 (l8) 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 **Casual Employee:**

a) **A casual employee may be hired**

A casual employee is defined as an employee hired by the employer into casual on-call employment:

i) to replace an employee that is absent from the workplace due to illness, injury, vacation, accommodation of the "Hours of Work" legislation; modified duty; or,

ii) for any other reasons that may be mutually agreed to between the Employer and the Union; or,

iii) to temporarily fill the position of an employee who is a successful applicant for a term not to exceed thirty days.

Casual employees shall not be employed unless part-time employees within the affected division are unavailable or unqualified for the work available, unless all available part-time employees within the affected division have worked 40 hours in the relevant workweek.

For the purposes of the use of casuals for vacation coverage:

Twenty (20) weeks of winter vacation for all Employees performing winter road maintenance will be allocated for coverage by casual employees. Vacation will be offered in 1 week blocks, by seniority with a minimum of 1 week being offered to each Employee performing winter road maintenance. Any remaining vacation days will then be allocated on a first come first serve basis. Vacation will be granted on the basis of casual coverage being secured. Should the Employer fail to obtain such coverage, proof of all attempts made to contact all casual employees will be provided to the Union.

Casual employees shall have recourse to the Collective Agreement excepting the following Articles: 11 (Seniority), 12 (Layoff and Recall), 13 (Hours of Work and Overtime), 15 (Vacations), 16 (Leave of Absence), 17.04 (Professional Fees and Licenses), 18 (Employee Benefit Plans), 19 (Job Posting), 20 (Clothing and Car Usage), 21.04 (General), 22 (Immediate Family Critical Care Program – I.F.C.C.P.).

b) **The term for casual employee**

A casual employee shall not be employed for more than 120 days in total in any twelve (12) month period.

c) **Casual employee training**

Casual employees will be called in for training purposes during regular operations to ensure their familiarity and competency with respect to routes, procedures, standards, levels of service, programs, coordination, etc. and when necessary to re-familiarize or supplement their training.

No casual employee shall receive training not offered to permanent employees.

d) **Casual employee status during layoff**

In the event of a layoff, casual employees shall;

i. not be utilized for any work assignment within the affected Division/Department.

e) **Effective period**

i. The effective period for this letter shall be from the signature date and will remain in effect until such time as an amended collective agreement

is reached between the parties.

f) **General**

i. Casual employment does not precede full-time or part-time in the selection process.

4.05 **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.

4.06 **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.

4.07 **Probationary Period:**

New employees shall serve a probationary period of (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 MANAGEMENT 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 three (3) stewards 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(s) under this clause shall be with pay.

8.06 **Complaint Procedure:**

It is understood that an employee has no grievance until they have first discussed the matter with their 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 NO. 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 & 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 their personnel record.

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

In call 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 their probationary period, as set out in Article 11.03 shall have their 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 they have accumulated a total of 2080 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 they have accumulated a total of 2080 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 known 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 than twenty-four (24) months or the employee's accumulated seniority, whichever is the 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 than one (1) year or the employee's accumulated seniority, whichever is the 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.

h) If shift operators fail to work a minimum of one shift a month in the winter season, not including training.

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, their seniority shall be converted into the full-time equivalent, using a conversion factor of eight (8) hours worked equals one (I) day.

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

In the event a full-time employee's status is changed to part-time, they will carry their 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, they will be credited seniority from original date of hire.

ARTICLE 12 - LAY-OFF 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.

13.03 **Works Department:**

a) Winter Hours/ Rural, Urban and Fleet Employees:

Winter hours will be in effect after the last full week of October until April 15th.

The winter hours of work will be 7:00 a.m. to 4:00 p.m. Monday to Thursday with a one-half (1/2) hour unpaid lunch break. On Friday the hours of work will be from 7:00 a.m. to 1:30 p.m. with a one-half (1/2) hour unpaid break from 10:00 a.m. to 10:30 a.m.

b) Summer Hours/ Rural Roads Employees:

Summer hours will be in effect when winter hours are not in effect. The summer hours of work will be 6:30 a.m. to 5:00 p.m. Monday to Thursday with a one-half (1/2) hour unpaid lunch break from 11:30 a.m. to 12:00 p.m.

c) Summer Hours/ Urban Roads Employees:

Employees shall be given the choice, by seniority, of remaining on winter hours or working the summer hours as per 13.03 b) providing a minimum of three employees remain on the winter hours, one of which shall be a sweeper operator. If there are not enough employees choosing to remain on winter hours the employer shall designate by inverse order of seniority.

d) Summer Hours/Fleet Employees:

Summer hours will commence on the first day of a full two-week pay period after April 15th. Employees will alternate on a two (2) week rotation, between the following two (2) shifts during summer hours:

Shift # 1
6:30 a.m. to 5:00 p.m. Monday to Thursday with a one-half (1/2) hour unpaid lunch break from 11:30 a.m. to 12:00 p.m.

Shift # 2
7:00 a.m. to 4:00 p.m. Monday to Thursday with a one-half (1/2) hour unpaid lunch break. On Friday, the hours of work will be from 7:00 a.m. to 1:30 p.m. with a one-half (1/2) hour unpaid break from 10:00 a.m. to 10:30 a.m.)

e) **Winter Patrol Person:**

There shall be two Winter Patrol Persons.

The hours of work for the winter patrol persons will be:

5:00 p.m. to 4:00 a.m. with three, twenty (20) minute paid breaks. The two winter patrol persons shall work a rotating shift of four (4) days on four (4) days off.

An employee performing winter patrol hours shall receive a premium of one (1) dollar per hour for all hours worked.

f) **Winter Weekend Patrol/Standby:**

(i) The winter season shall begin November 15th and extend to April 15th of the following year during which the Employer may schedule weekend winter patrols.

(ii) Stand-by hours will be Saturdays, Sundays and Statutory Holidays 4:00 a.m. to 5:00 p.m.

(iii) Duties will include, but not be limited to, the responsibility of checking the road conditions as required and calling additional staff in to work as required.

(iv) The Employer shall provide a truck and cell phone for the employee on stand-by.

(v) Notwithstanding Article 13.03 (h), a Lead Hand shall receive for stand-by duties one and a half (1.5) hours at straight time pay for each thirteen (13) hour period for performing stand-by duties on Saturday and Sunday, and three (3) hours for each thirteen (13) hour period on statutory holidays.

(vi) An employee on standby who perform other tasks will be paid in accordance to this Collective Agreement.

g) **On Call Duty:**

Lead Hands and qualified employees shall be designated for on-call duty, on a rotational basis, and will be paid an allowance of two hundred and forty-one dollars and fifty-nine cents ($241.59) for on-call duty from Tuesday at 7:00 a.m. to the following Tuesday at 7:00 a.m. (including weekend and recognized holidays). The Employer will pay forty dollars and twenty-eight cents ($40.28) on recognized holidays in addition to the normal two hundred and forty-one dollars and fifty-nine cents ($241.59).

On-call duty is defined as that duty performed by qualified employees who are required by the Employer to be readily available within one (1) hour of headquarters for emergency service at other than normal working hours.

Employees designated for on-call duty, who are unable to perform such duties because of illness, shall notify the Employer immediately.

The Employer will provide a vehicle and a cell phone to the regular personnel on-call who will be responsible to ensure that the cell phone is in proper working order and to report any malfunctions to the Employer immediately.

An on-call schedule will normally be posted for the year prior to the beginning of the fiscal year with scheduling following a rotating qualified personnel basis. After the on-call schedule is posted the employer agrees to not reschedule any employee to perform on-call for a week they were not previously scheduled without agreement with the Operators involved.

In addition to the three (3) Leadhands included within the on-call rotation schedule, the Employer agrees to post internally for three (3) Equipment Operators to be included within the on-call rotation schedule. The three (3) most senior Equipment Operators meeting the minimum qualifications outlined in the job posting and who are able to successfully pass the interview and knowledge testing, will be placed on the on-call rotation schedule for the duration of the collective agreement.

Following the posting process listed above for the three (3) additional on call Operators, the employer agrees to post two (2) relief on call Operator positions. The two (2) most senior Equipment Operators meeting the minimum qualifications outlined in the job posting and who are able to successfully pass the interview and knowledge testing, will be placed on the relief on call Operator list. These positions will be used as backfill for absent on call rotation Operators or for the Operators to access for backfill purposes. It is understood that these relief on call Operators will not be required to perform on call duties unless they so agree to.

Equipment Operators performing the on-call duty task, will be compensated as outlined in Article 13.03 g), On-Call Duty.

Employees assigned on call shifts-are permitted to switch days or weeks of on call duty amongst themselves. It is the responsibility of the employee who is changing their scheduled on-call shift to ensure their on-call shift is covered by another employee and that TAS is notified of the change by email. The email shall copy in the Manager of Roads and Urban Services, the Assistant Manager of Roads and Urban Services and the employee that has agreed to take the shift.

Exchanges resulting in an on-call person being scheduled consecutive 7 day on-call periods or any combination of shifts that could exceed the allowable hours of work shall not be permitted between November 1 and May 2.

If an employee is off work due to sickness or any other unscheduled permitted leave under the Collective Agreement, the employer shall be responsible to find a replacement from the operators included in the on-call rotation schedule in order of seniority followed by the Relief Operators in order of seniority.

Note:

Effective May 1, 2026, increase the May 1, 2025 rates by 3.0%.
Effective May 1, 2027, increase the May 1, 2026 rates by 3.5%.

Thereafter, these rates will be indexed according to the annual wage increase.

Winter Call-Outs for Fleet Division:

Winter call-outs for the Fleet Division will be shared equitably by the Fleet Manager and the Fleet Mechanic as follows:

Employees designated for on-call duty will be paid an allowance of two hundred and forty-one dollars and fifty-nine cents ($241.59) for on-call duty from Tuesday at 7:00 a.m. to the following Tuesday at 7:00 a.m. (including weekend and recognized holidays). The Employer will pay forty dollars and twenty-eight cents ($40.28) on recognized holidays in addition to the normal two hundred and forty-one dollars and fifty-nine cents ($241.59).

On-call duty is defined as that duty performed by qualified employees who are required by the Employer to be readily available within one (1) hour of headquarters for emergency service at other than normal working hours.

Employees designated for on-call duty, who are unable to perform such duties because of illness, shall notify the Employer immediately.

The Employer will provide a vehicle and a cell phone to the regular personnel on-call who will be responsible to ensure that the cell phone is in proper working order and to report any malfunctions to the Employer immediately.

An on-call schedule will normally be posted for the year prior to the beginning of the fiscal year with scheduling following a rotating qualified personnel basis. After the on-call schedule is posted the employer agrees to not reschedule any employee to perform on-call for a week they were not previously scheduled without agreement with the Operators involved.

Note:
Effective May 1, 2026, increase the May 1, 2025 rates by 3.0%.
Effective May 1, 2027, increase the May 1, 2026 rates by 3.5%.

Thereafter, these rates will be indexed according to the annual wage increase.

h) **Works Department:**

When an employee must be sent home to re-set hours, the employer will pay the employee for the regular hours required to complete a full shift. An employee will not be sent home to reset hours until the maximum hours of work have been reached.

i) **Minimum Call-Out:**

When an employee is called in to work outside their normal working hours they will be paid a minimum of three (3) hours at the appropriate premium rate. All calls answered within two (2) hours of first being called will be considered as one (1) call.

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.

13.04 **Water and Wastewater Employees:**

a) **Utility Person/Meter Reader**

The hours of work will be 7:00 a.m. to 4:30 p.m. Monday to Thursday with a one-half (1/2) hour unpaid lunch break from 12:00 p.m. – 12:30 p.m. On Friday the hours of work will be from 7:00 a.m. to 11:00 a.m.

Water and Wastewater Operators (excluding Water and Wastewater Operator on-call)

The hours of work will be 7:00 a.m. to 5:30 p.m. Monday to Thursday with a one-half (1/2) hour unpaid lunch break from 12:00 p.m. to 12:30 p.m.

On-Call Water and Wastewater Operator

The hours of work will be 7:00 a.m. to 3:30 p.m. Monday to Friday with a one-half (1/2) hour unpaid lunch break from 12:00 p.m. to 12:30 p.m.

b) **Minimum Call-Out:**

When an employee is called in to work outside their normal working hours they will be paid a minimum of three (3) hours at the appropriate premium rate. All calls answered within two (2) hours of first being called will be considered as one (1) call.

The actual hours worked during filtration plant inspections shall be paid at the appropriate premium rate.

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

(i) hour of normal starting time.

c) **On Call Duty:**

Employees designated for on-call duty will be paid an allowance of two hundred and forty-one dollars and fifty-nine cents ($241.59) for on-call duty from Tuesday at 7:00 a.m. to the following Tuesday at 7:00 a.m. (including weekend and recognized holidays). The Employer will pay forty dollars and twenty-eight cents ($40.28) on recognized holidays in addition to the normal two hundred and forty-one dollars and fifty-nine cents ($241.59).

On-call duty is defined as that duty performed by qualified employees who are required by the Employer to be readily available within one (1) hour of headquarters for emergency service at other than normal working hours.

Employees designated for on-call duty, who are unable to perform such duties because of illness, shall notify the Employer immediately.

The Employer will provide a vehicle and a cell phone to the regular personnel on-call who will be responsible to ensure that the cell phone is in proper working order and to report any malfunctions to the Employer immediately.

An on-call schedule will normally be posted for the year prior to the beginning of the fiscal year with scheduling following a rotating qualified personnel basis. After the on-call schedule is posted the employer agrees to not reschedule any employee to perform on-call for a week they were not previously scheduled without agreement with the Operators involved.

Note:
Effective May 1, 2026, increase the May 1, 2025 rates by 3.0%.
Effective May 1, 2027, increase the May 1, 2026 rates by 3.5%.

Thereafter, these rates will be indexed according to the annual wage increase.

13.05 **Community Services Department**

a) **Winter Hours:**

Winter hours will be in effect from the Friday following Labour Day until April 15th (with the exception of the Equipment/Parks Operator position. Hours for this position in accordance with Article 13.03 a.)).

Full Time Employees

The normal winter hours of work for full time employees will be forty (40) hours per week consisting of five (5) eight (8) hour shifts (Saturday through Friday) with a one-half (1/2) hour paid lunch break to be taken at the work place. Leadhands will be regularly scheduled Monday to Friday inclusive.

Summer Hours:

Summer hours will be in effect when winter hours are not in effect.

Full Time Employees:

The normal summer hours of work for full time employees will be forty (40) hours per week consisting of either four (4) ten (10) hour shifts (6:30am – 5pm Monday - Thursday or Tuesday – Friday with a one-half (1/2) hour unpaid lunch break from 11:30 a.m. to 12:00 p.m.)

The normal hours of work for full time employees scheduled to work in an indoor facility that is actively open for public rental, hosting a scheduled indoor event or for an interment at a cemetery will be five (5) eight (8) hour shifts with a one-half (1/2) hour paid lunch break to be taken at the work place. Leadhands will be regularly scheduled Monday to Friday inclusive.

b) **Part-Time Employees:**

Part-time employees will work hours of work that are consistently less than the hours of work worked by a full time employee.

A part-time employee who reports for work as scheduled shall receive a minimum of three (3) hours pay at their regular straight time hourly rate.

The employee may be required to perform any duties assigned by the Employer that they are capable of performing if their regular duties are not available.

c) **Scheduling:**

The Employer will post a schedule a minimum of two (2) weeks in advance.

The Employer will schedule two (2) consecutive days off per week for each full-time employee with a minimum of one weekend off per month.

The schedule, once posted, shall not be altered without forty-eight (48) hours notice by the Employer unless mutually agreed to do otherwise between the Employer and the employee.

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

d) Community Services staff scheduled to work in an indoor facility that is actively open for public rental or hosting a scheduled indoor event will receive a one-half (1/2) hour paid lunch break to be taken at the work place.

e) The Equipment/Parks Operator position shall be scheduled according with Article 13.05 a). This position will have park responsibilities only until November 15th of each year.

f) **Minimum Call-Out:**

When an employee is called in to work outside their normal working hours they will be paid a minimum of three (3) hours at the appropriate premium rate. All calls answered within two (2) hours of first being called will be considered as one (1) call.

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 (i) hour of normal starting time.

g) **On Call Duty:**

Lead Hands and qualified employees shall be designated for on-call duty, on a rotational basis, and will be paid an allowance of two hundred and forty-one dollars and fifty-nine cents ($241.59) for on-call duty from Tuesday at 7:00 a.m. to the following Tuesday at 7:00 a.m. (including weekend and recognized holidays). The Employer will pay forty dollars and twenty-eight cents ($40.28) on recognized holidays in addition to the normal two hundred and forty-one dollars and fifty-nine cents ($241.59).

On-call duty is defined as that duty performed by qualified employees who are required by the Employer to be readily available within one (1) hour of headquarters for emergency service at other than normal working hours.

Employees designated for on-call duty, who are unable to perform such duties because of illness, shall notify the Employer immediately.

The Employer will provide a vehicle and a cell phone to the regular personnel on-call who will be responsible to ensure that the cell phone is in proper working order and to report any malfunctions to the Employer immediately.

An on-call schedule will normally be posted for the year prior to the beginning of the fiscal year with scheduling following a rotating qualified personnel basis. After the on-call schedule is posted the employer agrees to not reschedule any employee to perform on-call for a week they were not previously scheduled without agreement with the Operators involved.

In addition to the three (3) Leadhands included within the on-call rotation schedule, the Employer agrees to post internally for two (2) Shift Operators (full-time and/or part-time) to be included within the on-call rotation schedule.

The two (2) Shift Operators (full-time and/or part-time) meeting the minimum qualifications outlined in the job posting and who are able to successfully pass the interview and knowledge testing, will be placed on the on-call rotation schedule for the duration of the collective agreement.

Shift Operators (full-time and/or part-time) performing the on-call duty task, will be compensated as outlined in Article 13.05 g), On-Call Duty.

Note:
Effective May 1, 2026, increase the May 1, 2025 rates by 3.0%.
Effective May 1, 2027, increase the May 1, 2026 rates by 3.5%.

Thereafter, these rates will be indexed according to the annual wage increase.

13.06 **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 forty (40) hours per week.

c) **Compensation for Working Overtime/Water and Wastewater Division:**

With the exception of regularly scheduled hours of work per day or per week all work performed after 20:00 hours (8 p.m.) Monday to Friday until starting time the next day, 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.

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 20:00 hours (8:00 p.m.) Friday, 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 worked as time off in lieu. Lieu time shall be banked to a maximum of one hundred and twenty (120) 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.

13.07 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 another work location other than their regular assigned work location 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) dollars. The employee shall submit to the Employer a receipt for reimbursement.

13.08 **Break Period**

All employees shall be permitted a fifteen (l5) 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, they shall be granted an additional fifteen (15) minute paid rest period.

13.09 **Emergency Call Out – Excluding Winter Operations**

If an Employee is called in to work between the hours of 11:00 p.m. and 4:00 am, and work for 3 consecutive hours prior to normal shift start time, it would be considered a shift and the Employee would then be entitled to an 8 hour rest period to follow.

The Employee would then report to work after the 8 hour rest period.

Regular wages would be paid for any time after the normal start time of the day shift to the end of the 8 hour rest period. The employee would work a shortened day and get paid regular wages for the entire day.

ARTICLE 14 - STATUTORY HOLIDAYS

14.01 a) 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 employee's shall receive thirty (30) hours off to be known as float holidays to be taken at a time mutually agreed to between the Employer and the employee. 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 years hours. Float Days are not cumulative from year to year.

14.02 a) 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 and are not proclaimed as being observed on some other day, 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 percent (6%) 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 for 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 of vacation from one year to the next. Employees will submit their vacation selections by 5:30 p.m. February 15^{th} of each year or 5:30 p.m. on the next business day if February 15^{th} falls on a weekend. The Employer will provide approval, or explanation of refusal, by March 1^{st} of each year. Approval of requests submitted after February 15^{th} 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 day of 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 their 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 paycheque 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 their entire sick day entitlement.

b) Eligible full time employees are allotted ninety (90) 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. It is the responsibility of the employee to keep the Employer informed of their current address and to submit such a request. 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.

On the first working day of each month the Employer shall post a notice on which employees shall sign their name if they wish to be considered for assignment for temporary duty as working Lead Hand/Head Operator in the

event the position becomes available during the month. Employees who fail to sign the notice shall not be considered for assignment to such duties. As the need for a Lead Hand/Head Operator arises, the position shall be offered to the employees who have signed the notice, in order of their seniority, provided that the employee has the skill, ability, qualifications, knowledge and suitability to perform the job. The successful applicant for this temporary duty shall be paid at the applicable Lead-Hand/Head Operator rate. This temporary duty rate of pay adjustment will not include coverage for entitlement usage of five (5) working days or less.

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- leadhand 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 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, they shall retain seniority accumulated up to the date of leaving the bargaining unit. However, seniority shall be adjusted for the period of time the employee is outside the bargaining unit.

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

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

ARTICLE 20 - CLOTHING AND CAR USAGE

20.01 a) The Employer shall supply hard hats, rain-gear, safety glasses, hearing protection, coveralls and all technical safety equipment. For replacement of safety equipment and safety apparel, the defective item must be returned to the Employer before any replacement may be made.

b) The Employer, upon the receipt of an original paid invoice, shall pay to each full-time employee annually an amount of seven (7) hundred dollars to be used by the employee to purchase C.S.A. approved work boots, gloves, safety clothing and uniforms. All claims for payment will be submitted no later than 1 December of the benefits year.

c) The Employer, upon the receipt of an original paid invoice, shall pay to each part-time and temporary employee annually an amount of four ($400) hundred dollars in addition to a pro-rated amount of the difference between full-time and part-time allowance (to a total maximum of $700). This additional amount shall be paid annually and calculated based on the hours worked in the previous 12 months to December 1st of each year, to be used by the employee to purchase C.S.A. approved work boots, gloves, safety clothing and uniforms.

d) The Parks, Recreation and Facilities Department is required to wear a uniform during winter hours or when working in a facility for a public event year round.

e) For the clothing listed in Article 20.01 b) and c and d), the Employer will establish a standard that will apply to all purchases.

f) 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 3representatives from the Employer and 3 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 their 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 **Tools and Equipment:**

The Employer shall provide all approved tools and equipment required by employees in the performance of their duties. This does not include mechanical tools, which are provided by the mechanic as a condition of employment.

The Employer agrees to provide up to a five hundred ($500) dollar tool allowance per year, upon the receipt of a paid invoice, to the Fleet Supervisor /Head Mechanic and Mechanic to be used for replacement or repair of tools

that are required to be provided.

22.05 **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.

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

22.07 **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 (80 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 their 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 their 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 their 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.

Dated this 20th. day of October 2026

FOR THE EMPLOYER

FOR THE UNION

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.

Dated this 20th day of October 2026

FOR THE EMPLOYER

FOR THE UNION

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: Article 15.03

The parties agrees that the maximum number of permanent employees required to be at work during the two (2) weeks commencing the first full week in November will be:

Public Works Department - six (6) Equipment Operators
Water/Wastewater Department - three (3) Water/Wastewater Operators.

The Employer agrees to grant, to any employee requesting, vacation time and/or lieu time for the time period outlined above provided that the staffing formula is met. If more employees are requesting vacation time than can be permitted the decision will be made based on seniority.

Upon mutual agreement of the Employer and the Union the staffing provided for above may be altered.

Dated this 20th day of October 2026

FOR THE EMPLOYER

FOR THE UNION

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: Class II Wastewater Operator/Equipment Operator

NOW THEREFORE the parties agree as follows:

The parties agree that employees in the following classification shall be paid the following wage adjustment over and above the Equipment Operator wage rates provided in Schedule A to the Collective Agreement expiring April 30, 2028:

Class II Wastewater Operator/Equipment Operator: $2.27 per hour

This letter of understanding shall become effective on March 11, 2008 and will remain in effect until such time as an amended collective agreement is reached between the parties.

Dated this 20th day of October 2026

FOR THE EMPLOYER

FOR THE UNION

LETTER OF UNDERSTANDING #4

Between:

THE CORPORATION OF THE MUNICIPALITY OF TRENT HILLS
(hereinafter called the "Employer")
And
CANADIAN UNION OF PUBLIC EMPLOYEES
AND IT LOCAL 3051
(hereinafter called the "Union")

Re: Water Distribution/Treatment Plant Operator II and Wastewater Collection/Treatment Plant Operator II Wage Adjustment

WHEREAS the parties wish to adjust the Water Distribution/Treatment Plant Operator II and Wastewater Collection Treatment Plant Operator II wage rates to reflect present market conditions which have resulted in an increased demand for Operators;

AND WHEREAS the parties wish to resolve all matters relating to these adjustments;

NOW THEREFORE the parties agree as follows:

1. The parties agree that the Water Distribution Treatment Plant Operator II's and Wastewater Collection Treatment Plant Operator II's who hold a Class III licence shall be paid an additional $1.28 per hour over and above the wage rates provided in Schedule A to the Collective Agreement expiring April 30, 2028.

    i. Effective May 1, 2026, increase the May 1, 2025 rates by 3%
    ii. Effective May 1, 2027, increase the May 1, 2026 rates by 3.5%

    Thereafter, these rates will be indexed according to the annual wage increase.

2. This letter of understanding shall become effective on May 1, 2019 and will remain in effect until such time as an amended collective agreement is reached between the parties

Dated this 20th day of October 2026

FOR THE EMPLOYER

FOR THE UNION

LETTER OF UNDERSTANDING #5

Between:

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

And

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

Re: Water Distribution/Treatment Operators and Wastewater Collection/Treatment Operators Wage Adjustment

WHEREAS the parties wish to temporarily adjust the water distribution/treatment operator and wastewater collection/treatment operator wage rates to facilitate and encourage cross training amongst the water and wastewater divisions of the Public Works Department.

AND WHEREAS the parties wish to resolve all matters relating to these temporary adjustments;

NOW THEREFORE the parties agree as follows:

1 The parties agree that employees in the following classifications shall be paid the following wage adjustments over and above the wage rates provided in Schedule A to the Collective Agreement expiring April 30, 2028:

Water Distribution/Treatment Operators

Class I Wastewater Treatment:	$0.50 per hour
Class I Wastewater Collection:	$0.50 per hour
Class II Wastewater Treatment:	$0.75 per hour
Class II Wastewater Collection:	$0.75 per hour
Class III Wastewater Treatment:	$1.00 per hour

Wastewater Collection/Treatment Operators

Class I Water Treatment:	$0.50 per hour
Class I Water Distribution:	$0.50 per hour
Class II Water Treatment:	$0.75 per hour
Class II Water Distribution:	$0.75 per hour
Class III Water Treatment:	$1.00 per hour

2. The parties further agree that the operator who is designated as the Operator in Overall Responsibility (ORO) shall be paid an additional $3.00 per hour over and above the wage adjustments set out in paragraph 1 above.

3. This letter of understanding shall become effective on September 24, 2016 and will remain in effect until such time as an amended collective agreement is reached between the parties.

Dated this 20th day of October 2026

FOR THE EMPLOYER

FOR THE UNION

LETTER OF UNDERSTANDING #6

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: Water Distribution/Treatment Plant Operator II Wage Adjustment

WHEREAS the parties wish to temporarily adjust the Water Distribution/Treatment Plant Operator II wage rates;

AND WHEREAS the parties wish to resolve all matters relating to these temporary adjustments;

NOW THEREFORE the parties agree as follows:

As a result of market research and the inability for the internal job evaluation process to capture these results, the Water Distribution/Treatment Plant Operator II position will be compensated within the same Band as the Wastewater Collection/Treatment Plant Operator II position as outlined in Schedule A of the Outside Collective Agreement.

This wage adjustment is retroactive to May 1, 2019 (completion of Job Evaluation).

Dated this 20th day of October 2026

FOR THE EMPLOYER

FOR THE UNION

LETTER OF UNDERSTANDING #7

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

LETTER OF UNDERSTANDING #8

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: Community Services Department Scheduling - 2025/2026 Ice Season for Full-time Shift Operators

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Whereas, the parties wish to temporarily suspend the scheduling procedure in Article 13.05 (c) and 13.05 (e);

And Whereas, Article 13.05 (c) stipulates a two (2) consecutive days period and a minimum of one weekend per month time off;

And Whereas, the parties wish to develop a mutually agreed to schedule that is in keeping with the principles of work-life balance;

Now Therefore, the parties agree as follows:

On a trial basis, management and full-time employees will meet to discuss and develop a working schedule for the 2025/2026 ice season when winter hours are in effect.

Within thirty (30) days of ratification, the parties will meet to develop an agreed to schedule for both the winter and shoulder season.

If there is a conflict in scheduling during this trial period amongst the impacted full-time staff, shifts will be scheduled based on seniority.

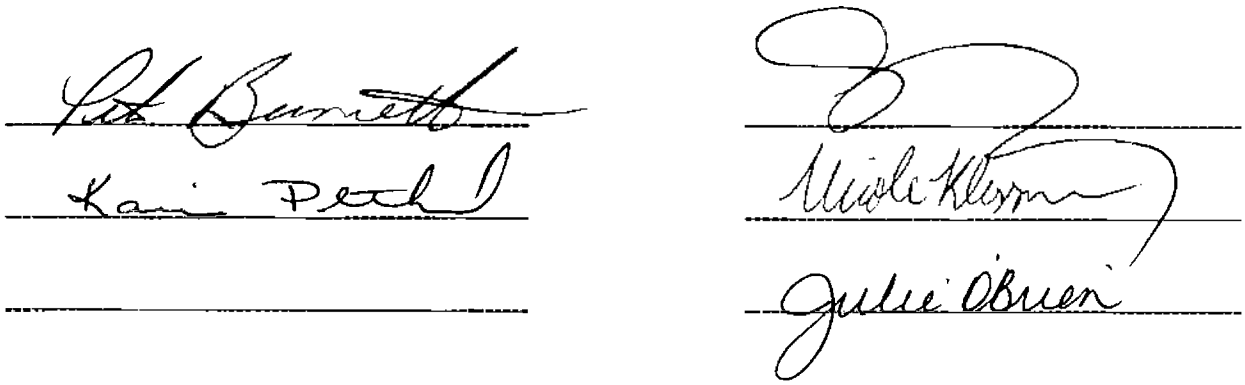
Any hours worked on an employee's scheduled days off shall be recognized as "weekend days" and compensated per article 13.06 (c) ie. two times (2x) the employee's normal rate of pay.

This letter of understanding shall become effective on date of ratification of the amended collective agreement and will remain in effect for the 2025/2026 Winter Hour Season, but may be discontinued with thirty (30) days written notice by either party.

Dated this 20th day of October. 2026

FOR THE EMPLOYER

FOR THE UNION



LETTER OF UNDERSTANDING #9

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: Article 19.01, Job Posting

WHEREAS the parties wish to amend Article 19.01 to reflect a 40-hour work week, rather than a five (5) working day timeframe, with respect to notice of temporary assignment to the duties of Leadhand/Head Operator.

NOW THEREFORE the parties agree as follows:

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.

On the first working day of each month the Employer shall post a notice on which employees shall sign their name if they wish to be considered for assignment for temporary duty as working Leadhand/Head Operator in the event the position becomes available during the month. Employees who fail to sign the notice shall not be considered for assignment to such duties. As the need for a Leadhand/Head Operator arises, the position shall be offered to the employees who have signed the notice, in order of their seniority, provided that the employee has the skill, ability, qualifications, knowledge and suitability to perform the job. The successful applicant for this temporary duty shall be paid at the applicable Leadhand/Head Operator rate. This temporary duty rate of pay adjustment will not include coverage for entitlement usage of forty (40) hours or less.

Dated this 23rd day of September, 2026.

FOR THE EMPLOYER

FOR THE UNION

1%	Wage Schedule - May 1, 2025		
	Position	Probation Rate	Job Rate
	Arena Attendant	22.45	26.34
	Shift Operator	28.34	32.80
	Part-time Shift Operator	28.34	32.80
	Equipment Operator	28.34	32.80
	Winter Patrol/Night Patrol	28.34	32.80
	Utility Person/Meter Reader	29.92	34.63
	Fleet Mechanic	29.92	34.63
	Water Distribution/Treatment Plant Operator II	29.92	34.63
	Wastewater Collection/Treatment Plant Operator II	32.20	37.27
	Parks and Recreation Leadhand	32.20	37.27
	Roads Leadhand	32.20	37.27
	Fleet Supervisor/Head Mechanic	32.20	37.27
	Water Distribution/Treatment Plant Head Operator	38.37	42.81
	Wastewater Collection/Treatment Plant Head Operator	38.37	42.81

3.0%

Wage Schedule - May 1, 2026

Position	Probation Rate	Job Rate
Arena Attendant	23.13	27.13
Shift Operator	29.19	33.79
Part-time Shift Operator	29.19	33.79
Equipment Operator	29.19	33.79
Winter Patrol/Night Patrol	29.19	33.79
Utility Person/Meter Reader	30.81	35.67
Fleet Mechanic	30.81	35.67
Water Distribution/Treatment Plant Operator II	30.81	35.67
Wastewater Collection/Treatment Plant Operator II	33.16	38.39
Parks and Recreation Leadhand	33.16	38.39
Roads Leadhand	33.16	38.39
Fleet Supervisor/Head Mechanic	33.16	38.39
Water Distribution/Treatment Plant Head Operator	39.52	44.10
Wastewater Collection/Treatment Plant Head Operator	39.52	44.10



Schedule "A" Outside Employees

3.5%

Wage Schedule - May 1, 2027

Position	Probation Rate	Job Rate
Arena Attendant	23.94	28.08
Shift Operator	30.21	34.97
Part-time Shift Operator	30.21	34.97
Equipment Operator	30.21	34.97
Winter Patrol/Night Patrol	30.21	34.97
Utility Person/Meter Reader	31.89	36.92
Fleet Mechanic	31.89	36.92
Water Distribution/Treatment Plant Operator II	31.89	36.92
Wastewater Collection/Treatment Plant Operator II	34.33	39.73
Parks and Recreation Leadhand	34.33	39.73
Roads Leadhand	34.33	39.73
Fleet Supervisor/Head Mechanic	34.33	39.73
Water Distribution/Treatment Plant Head Operator	40.90	45.64
Wastewater Collection/Treatment Plant Head Operator	40.90	45.64

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 Lead 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 conclusion.

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