THE DISTRICT MUNICIPALITY OF MUSKOKA

COLLECTIVE AGREEMENT

BETWEEN

The District Municipality of Muskoka

AND

Canadian Union of Public Employees
Local 1813 representing Inside Workers

For the term January 1, 2025 to December 31, 2027

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INSIDE AGREEMENT

THIS AGREEMENT dated the 1st day of January 2025.

BETWEEN:

THE DISTRICT MUNICIPALITY OF MUSKOKA
(hereinafter referred to as the "Employer")
OF THE FIRST PART

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1813
(hereinafter referred to as the "Union")
OF THE SECOND PART

WHEREAS the Ontario Labour Relations Board by Certificate dated the 10th day of November 1977, has certified the Union as the bargaining agent for the employees in the bargaining unit hereinafter described.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT:

ARTICLE 1: PURPOSE OF AGREEMENT

1.01 The purpose of this Agreement is to provide an orderly collective bargaining relationship between the Employer and the Union with respect to the bargaining unit as defined herein, to secure and promote the prompt disposition of grievances and the efficient operation of the Employer's business. This Agreement shall be regarded as a complete and full statement of the relationship between the Employer and the Union except for amendments in writing, signed by both of the parties.

ARTICLE 2: RECOGNITION

2.01 The Employer recognizes the Union as the exclusive bargaining agent for all its office and clerical employees, save and except supervisors, persons above the rank of supervisor, and employees of Long-Term Care homes and Paramedic Services.

2.02 The parties agree that in addition to Article 2.01 the following classifications are excluded from the bargaining unit:

Administrative Assistant	Confidential Secretary
Deputy Clerk	Law Clerk I
Law Clerk II	Planning Secretary
Recording Secretary	Legal Secretary
Secretary to Commissioners	Operations Administrator
Secretary to Chairman and CAO	Senior Engineer
Property Analyst	Executive Assistant
Management Assistant	Human Resources Assistant
Health, Safety & Wellness Coordinator	Law Clerk POA

ARTICLE 3: DEFINITIONS

3.01 Definitions;

a) "Permanent Employee" means an employee other than a probationary or temporary employee.

b) "Full-time Employee" shall be deemed to be an employee who regularly works more than twenty- eight (28) hours per week.

c) "Part-time Employee" shall be deemed to be an employee who regularly works not more than twenty-eight (28) hours per week. From time-to-time Part-time Employees may work on a call-in basis for time that cannot be scheduled in advance, such as sick and bereavement.

d) "Probationary Employee" means an employee who is serving the probationary period as provided in Article 17.01.

e) "Temporary Employee" -- this Agreement shall not apply to persons hired as temporary employees in the following situations:

- A seasonal position, or
- A temporary assignment of up to eight (8) months, or
- A pregnancy, parental or adoption leave replacement of up to eighty-three (83) weeks, or
- A vacancy resulting from an employee who is absent due to accident or illness.

If a temporary employee is kept on staff beyond these time frames, that employee shall become a permanent employee, unless an extension to the term of employment has been agreed to by the union and management. In this case, the employee shall be credited with seniority back to the date of hire.

The District will advise the Union of the name, position and expected start date and expected duration of any temporary employee.

ARTICLE 4: TEMPORARY EMPLOYEES

4.01 Definition

i) A temporary employee is hired for a specific period to:

a. Replace an absent employee;
b. Work on a defined project or assignment; or
c. Cover a short-term increase in workload.

The Parties agree that students shall not be considered temporary employees and are not members of the bargaining unit.

4.02 Term of Employment

a) Temporary appointments shall not exceed Twelve months (12) months.

b) Notwithstanding the twelve (12) month limitation on temporary employment, where a temporary position is established for the purpose of replacing an employee who is absent due to pregnancy leave, parental leave, Long-Term Disability (LTD), or WSIB, such temporary employment may extend for up to eighteen (18) months.

c) Any extension beyond these limits requires mutual agreement of the Employer and Union.

d) The suspension or discharge of a Temporary Employee shall be within the sole discretion of the Employer and cannot be made the subject matter of a grievance, unless the release of the Temporary Employee is for reasons that are discriminatory, arbitrary, in bad faith or for exercising their rights under the collective agreement.

4.03 Seniority, and Job Posting

a) Temporary employees do not accrue seniority.

b) Temporary employees do not have layoff or recall rights.

c) Temporary employees may bid on permanent positions but will only be considered after permanent employees but before considering outside applicants.

c) Should a temporary employee become permanent, temporary employees shall be credited with seniority from their original date of hire as a temporary employee.

4.04 Union Dues

A Temporary employees shall pay union dues from the date of hire.

4.05 Vacation, Leave, Benefits, and Pension

a) Vacation and bereavement shall comply with and be limited to the entitlements set out in the Employment Standards Act. Temporary employees shall receive their vacation pay on each pay.

b) Temporary employees who are engaged for twelve (12) months or more are eligible for five (5) paid sick days per year, prorated. Temporary employees who are engaged for less than twelve (12) months shall receive sick leave in compliance with the *Employment Standards Act.*

c) The following temporary employees will be eligible for extended health and dental benefits after completing three (3) continuous months of service:

i) Temporary employees hired for a period exceeding twelve (12) months.
ii) Temporary employees initially hired for a period of less than twelve (12) months whose terms are extended to exceed twelve (12) months, will be eligible for benefits effective the date the extension is confirmed.

d) Temporary employees may participate in the OMERS pension plan in accordance with the plan terms.

4.06 Internal Candidates

Internal employees (Permanent) awarded a Temporary assignment shall:

a) Retain all rights, benefits, and protections under the Collective Agreement and shall be treated as a permanent employee for the duration of the Temporary assignment.

b) Receive the compensation rate of the Temporary assignment;

c) Return to their original position at the end of the assignment with no loss of seniority, benefits, or protections.

4.07 Limitations

Any temporary employee continuing beyond the maximum term without approved extension shall be deemed permanent, unless otherwise mutually agreed.

ARTICLE 5: RELATIONSHIP

5.01 Both the Union and the Employer agree not to discriminate because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, record of offences, marital status, political affiliation, family status or disability contrary to the Ontario Human Rights Code.

5.02 The Employer agrees that no employee shall in any manner be discriminated against or coerced, restrained or influenced on account of membership or non-membership in any labour organization or by reason of any activity or lack of activity in any labour organization.

5.03 The Union agrees it will not discriminate against, coerce, restrain or influence any employee because of the employee's membership or non-membership, or activity or lack of activity in any labour organization.

5.04 The Union will not engage in Union activities during working hours or hold meetings at any time on the premises of the Employer without the permission of the Employer, except where allowed by this agreement.

5.05 Union Security

All employees in the bargaining unit shall become and remain members in good standing of the Union, according to the Constitution and By-Laws of the Union. The

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

5.06 The Employer shall deduct from each employee the amount of regular Union dues in accordance with the Union constitution and by-laws.

5.07 Deductions

Deductions shall be made from the bi-weekly payroll and shall be forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees, by no later than the 15th day of the month following, with a list showing the names of all employees from whom deductions have been made.

The Employer will provide the Secretary of the Local Union with a list of the names, addresses and phone numbers of all employees from whose wages deductions have been made every six (6) months.

5.08 The Employer shall include the amount of Union dues paid by each Union member in the previous year on the employee's annual T4 slip.

5.09 In consideration of the deducting and forwarding of Union dues in accordance with the foregoing by the Employer, the Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of or resulting from the operation of this section.

5.10 The Employer shall advise the Union on a monthly basis in writing of all new hires in the bargaining unit and their employment status, layoffs, recalls or discharges in the bargaining unit, including contract employees.

The Employer shall provide the Union with job descriptions for all new positions prior to posting, excluding Outside, Long Term Care, and Paramedical positions. The Employer shall determine, in accordance with the recognition clause of the Collective Agreement, whether the position is included in or excluded from the bargaining unit, and shall advise the Union in writing of its determination prior to posting. Where the Union disagrees with the Employer's determination, the Union may file a grievance.

ARTICLE 6: MANAGEMENT RIGHTS

6.01 The Union recognizes and acknowledges that the management of the District and direction of the workforce are fixed exclusively in the Employer and, without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer subject to the terms and provisions of this Agreement to:

(a) maintain order and efficiency;

(b) hire, promote, demote, classify, transfer and suspend employees, and to discipline or discharge any employee for just cause provided that a claim by an employee who has acquired seniority that the employee has been discharged or

disciplined without just cause may be the subject of a grievance and dealt with as hereinbefore provided;

(c) make, enforce, and alter, from time to time, rules and regulations to be observed by the employees;

(d) determine the nature and kind of operations conducted by the Employer, the kinds and locations of facilities, equipment and materials to be used, the use of incentive programs, the methods and techniques of work, the content of jobs, the schedules of work, the number of employees to be employed, the extension, limitations, 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 except as specifically limited by the express provisions of this Agreement.

6.02 No employee shall be required or permitted to make a written or verbal agreement with the Employer or the employee's representatives that may conflict with the terms of this Collective Agreement.

6.03 The Union shall have the right to have the assistance of C.U.P.E. National at anytime when requested by a member or Executive of the Local.

ARTICLE 7: UNION COMMITTEES AND STEWARDS

7.01 The Employer agrees to recognize a Grievance Committee consisting of two (2) stewards selected by the Union plus the Vice President of this bargaining unit. All stewards shall be regular employees of the Employer during their term of office.

7.02 The Union will inform the Employer in writing of the names of the stewards and members of the Grievance Committee and of any subsequent changes in the names of any steward or member of the Grievance Committee. The Employer shall not be asked to recognize any steward or member of the Grievance Committee until such notification from the Union has been received.

7.03 A Union Bargaining Committee shall be elected or appointed and consist of not more than three (3) members of the Union. The Union will advise the Employer in writing of the Union nominees to the Committee. Likewise, the Employer shall advise the Union in writing of the management nominees for negotiations.

7.04 The Union shall have the right to have the assistance of representatives of the Canadian Union of Public Employees or its advisors in meetings with the Employer.

7.05 Joint Health and Safety Committee (JHSC) – Administrative and CUPE Inside Staff

a) Purpose:

The JHSC promotes a safe and healthy workplace through joint investigation of hazards, recommendations to management, and employee education, in accordance with the Occupational Health & Safety Act

b) Composition:

- Minimum of 8 members, with equal representation of workers and management, each group selecting their own members
- Two Co-chairs: one worker, one management, alternating as Chair
- Members certified with health and safety training where possible

c) Functions & Responsibilities:

- Conduct workplace inspections and report findings to management
- Make health & safety recommendations to management; receive written response within 21 days
- Participate in incident investigations, work refusals, and accompany Ministry of Labour inspectors as required
- Review WHMIS training and controlled product safety
- Review JHSC Terms of Reference bi-annually and recommend updates

d) Meetings:

- Bi-monthly or as required
- Quorum: 4 members including one Co-chair, with equal worker/management representation
- Decisions made by consensus; unresolved issues may involve external expertise
- Time spent on JHSC duties is considered paid work

e) Posting:

- Names, locations, and contacts of members posted on Health & Safety bulletin boards

7.06 Respectful Workplace

The Parties are committed to a workplace free from workplace harassment, including bullying by other employees, supervisors, managers, any other person working or providing services to the Employer in the workplace, clients or the public, in accordance with the law. The Employer and the Union will cooperate fully to ensure that the workplace is free from discrimination, harassment and/or violence and to expedite investigations and just resolution of any complaints of discrimination, harassment and/or violence.

7.07 Union-Management Committee

a) A Union - Management Committee shall be established consisting of three (3) representatives of the Union and three (3) representatives of the Employer. The Committee shall enjoy the full support of both parties in the interests of improved service to the public, and job security for the employees.

b) Function of Committee

The Committee shall concern itself with the following general matters:

1. Considering constructive criticisms of all activities so that better relations shall exist between the Employer and the employees.
2. Improving and extending services to the public.
3. Operating efficiency changes and any proposed major change in workforce scheduling, employment responsibility and operational change that may impact the membership;
4. Reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service).
5. Proactively addressing conditions that may result in grievances and misunderstandings.

c) Meetings of Committee

The Committee shall meet at least every third (3rd) month and more often if either side requests but not more than once per month at a mutually agreeable time and place. Its members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent with this Committee.

Both parties shall submit their agenda items to the Chair of the meeting at least one (1) week in advance. The Chair will combine the items into a single agenda, alternating between Union and Employer items. The combined agenda shall be provided at least forty-eight (48) hours in advance of the meeting. Additional Items may be added to the end of the agenda during the meeting If time permits.

d) Chairperson of the Meeting

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

e) Minutes of Meeting

Minutes of each Committee meeting shall be prepared and signed by the joint chairpersons as promptly as possible following the meeting. The Union, the CUPE Representative, and the Employer shall each receive two (2) signed copies of the minutes within three (3) days of the meeting. Once signed by both chairpersons, the minutes shall be posted on the Intranet. If the Intranet is unavailable or undergoing maintenance, the Employer shall provide the minutes to members through an alternative accessible method.

f) Jurisdiction of Committee

The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this collective agreement.

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

ARTICLE 8: GRIEVANCE PROCEDURE

8.01 The parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible. A grievance shall be defined as any difference arising out of interpretation, application, administration, or alleged violation of the Collective Agreement.

8.02 No grievance shall be considered where the circumstances giving rise to it occurred or originated or ought reasonably to have come to the attention of the employee more than five (5) working days before the filing of the grievance. The period for filing the grievance shall be extended by two (2) working days where required for investigation of the circumstances giving rise to the grievance.

8.03 Grievances shall be adjusted and settled as follows:

Prior to proceeding with a written grievance, an employee will discuss the grievance with their Manager, and may be accompanied, if requested by the employee, by their Union Steward. The Manager's response will be issued within five (5) working days (or any other period of time which may be mutually agreed upon) following their initial discussion. If a settlement satisfactory to the employee concerned is not reached within five (5) working days (or any other period of time which may be mutually agreed upon), the written grievance may be presented at any time within five (5) working days thereafter.

The employee may request to be accompanied by the Grievance Committee and/or their steward.

Step No. 1: The union, after confirming with the aggrieved employee that a discussion was had, and the Manager has been provided an opportunity to respond, shall present the grievance in writing on the approved C.U.P.E. grievance form to the employee's Director or their designate with a copy to the Human Resources department. If a settlement satisfactory to the employee concerned is not reached within five (5) working days (or any other period of time which may be mutually agreed upon), the grievance may be presented at Step No. 2 as follows at any time within five (5) working days thereafter.

Step No. 2: The grievance may be submitted in writing to the Commissioner with a copy to Human Resources or designate, who shall arrange a meeting with the said employee within five (5) working days from such request. At this meeting the aggrieved employee shall be accompanied by the Grievance Committee and a representative of the Union and/or legal counsel.

8.04 If final settlement of the grievance is not completed within seven (7) working days after deliberations have commenced at Step No. 2 and if the grievance is one which concerns the interpretation or alleged violation of the Agreement, the grievance may be referred by either party to an arbitrator as provided in Article 9 below, at any time within twenty-one (21) working days thereafter but not later.

By mutual consent, the parties may agree to use the services of a mediator. The parties agree to share the costs of the mediation.

8.05 Time limits may be extended by the written agreement of the parties.

8.06 Where a number of employees have similar grievances and each employee would be entitled to grieve separately, they may present a group grievance identifying each employee who is grieving to the Department Head or designate within five (5) working days after the circumstances giving rise to the grievance had occurred, or ought reasonably to have come to the attention of the employees. The grievance shall then be treated as being initiated at Step No. 1 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

ARTICLE 9: ARBITRATION

9.01 Both parties to this Agreement agree that any dispute or grievance concerning the interpretation or alleged violation of this Agreement, which has been properly carried through all the steps of the Grievance Procedure outlined in Article 8 above and which has not been settled, will be referred to an arbitrator with the possibility of mutually agreeing to mediation prior to arbitrating the matter at the request of either of the parties hereto.

9.02 When either party requests that any matter be submitted to arbitration as provided in the foregoing article, it shall make such request in writing addressed to the other party to this Agreement, and the Employer and the Union will mutually agree upon a single arbitrator.

9.03 The decision of an arbitrator shall be final and binding on both parties.

9.04 The Arbitrator shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions.

9.05 The Union and Employer shall each pay one-half (1/2) of the expenses of and fees payable to the sole Arbitrator or Mediator.

9.06 The decisions of a Board of Arbitration, or a majority thereof, constituted in the above manner shall be final and binding on both parties.

9.07 The Board of Arbitration shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions.

ARTICLE 10: MANAGEMENT GRIEVANCES & UNION POLICY GRIEVANCES

10.01 Management may file a grievance with the representative of the Union within five (5) working days after the circumstances giving rise to it occurred, or ought reasonably to have come to the attention of Management. It is understood that a Management grievance may be filed with respect to the conduct of the Union, its officers or committee representatives in its relationships with the Employer or other employees or with respect to any complaint that there has been a violation of any contractual obligation undertaken by the Union, and that if such grievance by Management is not settled to the mutual satisfaction of the conferring parties, it may be treated as being initiated at Step No. 2 and the applicable provisions of Article 8 above shall then apply with respect to the processing of such grievance.

10.02 A Union policy grievance, which is defined as an alleged violation of this Agreement, concerning the Union as such may be lodged by the Union in writing with Management at Step No. 2 of the Grievance Procedure at any time within five (5) full working days after the circumstances giving rise to it occurred, or ought reasonably to have come to the attention of the Union, and if such grievance by the Union is not settled to the mutual satisfaction of the conferring parties, the applicable provisions of Article 8 above shall then apply with respect to the processing of such grievance.

ARTICLE 11: DISCHARGE CASES

11.01 In the event of an employee, who has attained seniority, being suspended or discharged from employment and the employee feeling that an injustice has been done, the case may be taken up as a grievance.

11.02 Such special grievance may be settled by confirming the Management's action in dismissing the employee, or by reinstating the employee in the employee's former position with full compensation for time lost, or by any other arrangement which is just and equitable in the opinion of the conferring parties or of the Mediator/Arbitrator, as the case may be.

11.03 The time limits in this Article may be extended by written agreement of the parties.

11.04 A discipline grievance related to suspension or termination may be filed at Step No. 2 of the Grievance Procedure.

ARTICLE 12: NO STRIKES -- NO LOCKOUTS

12.01 In view of the orderly procedure established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that during the term of this Agreement, there will be no strike, picketing, slowdown, boycott, or stoppage of work, either complete or partial, and the Employer agrees that there will be no lockout.

12.02 The Employer shall have the right to discharge or otherwise discipline employees who take part in or instigate any strike, picketing, stoppage, or slowdown, but a claim of

unjust discharge or treatment may be the subject of a grievance and dealt with as provided in Article 10.

12.03 Should the Union claim that a lockout is unlawful it may file a grievance with the Employer as provided in Article 10.02.

ARTICLE 13: WAGES

13.01 Schedule A entitled Wages and Classifications, attached hereto, is hereby made a part of this Agreement.

13.02 The Employer shall pay salaries and wages bi-weekly in accordance with Schedule A attached hereto and forming part of this Agreement. On each payday, each employee shall be provided with an itemized statement of the employee's wages, overtime, and other supplementary pay and deductions.

ARTICLE 14: HOURS OF WORK AND OVERTIME

14.01 The following sections and paragraphs are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.

14.02 The regular workweek shall consist of thirty-five (35) hours and the regular work day shall consist of seven (7) hours. The normal daily hours are 8:30 a.m. to 4:30 p.m. with one (1) hour lunch break except where other hours are scheduled according to the requirements of the job. During the period from Victoria Day to Labour Day, the normal hours of work shall be from 8:00 a.m. to 4:00 p.m. with a one (1) hour lunch break except where other hours are scheduled according to the normal requirements of the job. Part-time employees working less than five (5) hours per day shall not receive a lunch break.

14.03 Except on Sunday, overtime at the rate of time and one-half the employee's individual hourly rate will be paid for all work performed over thirty-five (35) hours in any week. Employees who perform work on Sunday shall be paid the greater of the actual hours worked at double time or the other allowances provided by this Agreement but such allowances shall not be calculated at double time. Double time will be paid for all statutory holidays.

14.04 In computing overtime, hours compensated for at overtime rates under any provision shall not be counted further for any purpose in determining overtime liability under the same or any other provision.

14.05 An employee required to work more than four (4) hours overtime shall be provided with a meal or be reimbursed for the cost of the meal incurred up to an amount required to obtain an average meal without alcoholic beverages, in an average eating place, taking into consideration the time of day and location of the work place in which the overtime was worked, unless the employee is given twenty-four (24) hours notice of such overtime.

14.06 When an employee reports for work on a regularly scheduled working day and upon arrival at the office finds no work is available for the employee, unless the employee has been notified at least one (1) hour prior to the start of the shift not to report, the employee shall be paid for four (4) hours at the employee's regular hourly rate. If the employee is offered other work for which the employee is physically fit, for four (4) hours or more at the employee's regular hourly rate, and the employee refuses such work, the employee shall not be eligible to receive the four (4) hours reporting pay above provided for.

The provisions of this section shall not apply if the failure of the Employer to provide work is due to fire, flood, power or equipment failure, labour dispute, or other interference with Employer operations beyond the reasonable control of the Employer.

14.07 For employees who work a regular workday of seven (7) hours, a fifteen (15) minute rest break shall be given in each half of each shift at a time or times determined by the Employer. For employees who work a regular workday of less than seven (7) hours, one fifteen (15) minute break shall be given at a time determined by the Employer. Employees shall be ready to commence work promptly at the end of the break.

14.08 Employees' regular working hours shall not be reduced and they shall not be required to adjust their schedule in order to offset or compensate for any overtime worked.

14.09 Call-Back Time

When an employee is called back to work after leaving the workplace, such employee shall be paid at the overtime rate of pay for actual hours worked with a minimum of three (3) hours of such pay. If an employee is called in immediately prior to the commencement of their regular shift, they shall be paid at the overtime rate of the actual hours worked until the commencement of the shift.

14.10 The Employer may assign any employee to standby duty. Standby pay shall be as outlined below:

Effective Date	Monday to Friday (per day)	Saturday, Sunday and Paid Holidays (per day)
On Ratification	$45	$65
2027-01-01	$50	$70

14.11 An employee assigned to standby duty shall be paid for hours worked with a minimum of three (3) hours at the appropriate hourly rate if called out. An employee cannot claim more than one three (3) hour callout in a three (3) hour period.

14.12 Work performed by remote access, where the employee has been expressly authorized by a member of Management, will be compensated at the appropriate overtime rate for all work performed with a minimum of thirty (30) minutes. An employee cannot claim more than one 30-minute call in a thirty (30) minute period.

14.13

a) Overtime due to an employee shall be paid fifty per cent (50%) in cash and fifty per cent (50%) in lieu time off, or as otherwise arranged at the mutual agreement of the employee and the Employer.

b) Lieu time taken in a calendar year cannot exceed ninety-one (91) hours.

c) Employees who have accumulated banked lieu time as calculated on the last pay in November in each calendar year will be paid out, at the employee's current regular rate of pay, all hours in excess of forty-five (45) hours by the first pay of December of that year.

d) Requests for cash payouts of any portion of an employee's lieu time bank must be made in writing and approved by the employee's manager. Requests for payout expressed in hours, must be made by March 1st, June 1st, September 1st, and December 1st of each year and will be paid out at the employee's current rate of pay, by the last pay in that month.

14.14 Hours paid by way of vacation pay, time off in lieu of overtime, sick leave, bereavement leave, or jury duty, shall be considered as hours worked for the purpose of this Article.

14.15

a) When employees are required to work shifts where the majority of hours worked during the shift are between 5:00 pm and midnight (Evening Shift), such employees shall receive an additional eighty-five cents ($0.85) per hour.

b) When employees are required to work shifts where the majority of hours worked during the shift are between midnight and 8:00 am (Midnight Shift), such employees shall receive an additional one dollar and thirty-five cents ($1.35) per hour.

c) Evening and Midnight shift premiums shall not be paid when an employee is being paid overtime rates.

ARTICLE 15: VACATIONS WITH PAY

15.01 Each employee's entitlement to vacation days during the current vacation year shall be determined from the days accrued during the preceding vacation year. Each employee's first vacation year shall commence on the date of employment and be completed on the December 31st next following the date of employment. Subsequent vacation years shall commence on January 1st and be completed on the following December 31st.

15.02 A full-time employee shall, in each vacation year, accrue vacation days at the rate shown in the table below.

VACATION YEAR	DAYS PER MONTH	ANNUAL MAX
1ST	1.25	15
2ND	1.25	15
3RD	1.25	15
4TH	1.25	15
5TH	1.25	15
6TH	1.25	16
7TH	1.5	17
8TH	1.5	18
9TH	1.5	19
10TH	2.0	20
11TH	2.0	21
12TH	2.0	22
13TH	2.0	23
14TH	2.0	24
15TH	2.25	25
16th	2.25	25
17th	2.25	25
18th	2.25	25
19th	2.25	25
20 +	2.5	30

15.03 A part-time employee shall accrue vacation on a pro-rated basis on regular hours worked. ((regular hours worked in the preceding vacation year / 1820 hours) x annual maximum.)

15.04 During an employee's first and last year with the Employer, vacation shall be calculated monthly using the "Days per Month" column in the chart above up to the corresponding "Annual Maximum" based on the employee's hire date or termination date. For the purposes of this calculation, a month will be considered as one full month if employment commences on or prior to the 15th day.

15.05 Vacation day(s) shall be paid at the employee's current rate of pay at the time the vacation day(s) are taken.

15.06 An employee shall, in any event, receive as vacation pay not less than the amount provided for under The Employment Standards Act and regulations issued thereunder and the term "earnings" for the purpose of such calculations shall include wages, overtime premiums, shift differentials and all payment for time actually worked but shall

not include payments made by the Employer without prior promise or agreement with the Union or vacation pay received during the previous calendar year.

15.07 Employees shall indicate their vacation preferences for the following calendar year in writing by October 31st of each year. Where there are conflicts, the employee with the greater seniority shall have preference. Approval of requests made by October 31st shall be given in writing by November 15th but not earlier than November 1st.

Vacation requests received after October 31st will be granted on a first-come, first-serve basis without consideration of seniority.

The Employer reserves the right to schedule an employee off work and on vacation where, by October 1st of the current year, the employee has not provided a plan that is approved for utilizing the remainder of the employee's vacation entitlement for the current year.

15.08 The Employer shall provide annually to each employee a written notice of the employee's current year's vacation entitlement.

15.09 During an employee's vacation, if the employee qualifies for sick leave of three (3) days or longer and such leave is attributed to a serious illness or hospitalization and the employee provides an Attending Physician's Statement, there shall be no deduction from vacation credits for such absence.

15.10 During an employee's vacation, if an employee qualifies for other paid leaves of absences, as indicated in Article 24 or HR-046-2012, and such leave is supported with the relevant documentation, there shall be no deduction from vacation credits for such absence.

15.11 An employee shall continue to accumulate vacation entitlement while absent from work due to approved short term disability, an accident for which the employee is entitled to Workplace Safety & Insurance Board benefits up to twelve (12) months, or any authorized leave as set out in the Employment Standards Act. Employees on Long Term Disability and other unpaid leaves of absence, not specified above, will not receive vacation entitlements.

15.12 Employees are expected to use their full vacation entitlement in each vacation year. However, if an employee wishes to "carry over" vacation entitlement to the next vacation year, approval for carry over shall be requested by October 31st .

Requests for five (5) days or more vacation carryover requires written approval from the employee's Commissioner and requests to carry over ten (10) days or more requires written approval from the CAO and approval shall not be unreasonably denied. Unless otherwise approved by the CAO, the carry over must be used by June 30th of the following calendar year.

15.13 Employees may utilize their accrued vacation prior to it being added to their vacation bank on January 1st.These days will be subsequently subtracted from the employee's January 1st vacation balance of vacation days earned.

ARTICLE 16: PAID HOLIDAYS

16.01 The following holidays shall be observed as paid holidays:

New Year's Day	Canada Day	Christmas Eve Day
Family Day	Civic Holiday	Christmas Day
Good Friday	(first Monday in August)	Boxing Day
Easter Monday	Labour Day	New Year's Eve Day
Victoria Day	Thanksgiving Day	

In the event that any additional days, other than those listed above are legislated, they shall be added as paid holidays.

16.02 By November 30th of each year an employee may request that two (2) of the above holidays for the following year be converted to two (2) float holidays.

a) The Floating Holidays shall be taken at a time mutually agreed to between the Department Head and the employee. It shall be taken between January 1st and December 31st of the applicable year or will be considered lost.

b) Employees terminating their employment shall not be entitled to pay for the Floating Holidays if it is not taken prior to the effective date of their termination.

16.03 Employees who are off work due to the observance of one of the above-named holidays shall receive holiday pay for such holiday not worked, subject to the following conditions:

(a) An employee must work the full scheduled day immediately preceding such holiday and the full scheduled day immediately following such holiday, unless absent with permission of the Employer or because of illness; and,

(b) The employee must perform work for the Employer during the week in which the above-named holidays fall, unless the employee was absent on vacation or entitled to paid sick leave for that week or other authorized leave.

(c) An employee on vacation when a holiday is observed will receive an extra day's vacation with pay.

16.04 Full-time employees will receive holiday pay in the amount of seven (7) hours pay for the above-named holidays, subject to the conditions in 16.03.

16.05 Part-time employees will receive holiday pay for the above-named holidays equivalent to the regular wages earned by the employee in the four work weeks preceding the public holiday and dividing that sum by twenty (20).

16.06 When any of the above-named holidays falls on a Saturday and is not proclaimed as being observed on some other day, the District reserves the right to assign a substitute day for the purposes of this agreement and it is understood by both parties that this day is assigned as close as possible to the actual holiday.

16.07 When any of the above-named holidays falls on a Sunday and is not proclaimed as being observed on some other day, the District reserves the right to assign a substitute day for the purposes of this agreement and it is understood by both parties that this day is assigned as close as possible to the actual holiday.

16.08 Where an employee reports for work at the Employer's request on a paid holiday, unless the employee has been notified at least one (1) hour prior to the assigned starting time not to report, the employee shall be paid for four (4) hours at the appropriate hourly rate. If the employee is offered other work for which the employee is physically fit, for four (4) hours or more at the employee's appropriate hourly rate, and the employee refuses such work, the employee shall not be eligible to receive the four (4) hours reporting pay provided for above.

16.08 Payment for Working on Holidays

An employee who is required to work on any of the above named holidays will receive pay at the rate of double time the employee's regular hourly rate for every hour worked on such day, and an alternate day off (lieu day), at a mutually agreeable time, to be taken within sixty (60) days after the holiday. Payment for such lieu day will be based upon the entitlement the employee otherwise would have been eligible to receive for the holiday at straight time hourly rates.

ARTICLE 17: SENIORITY

17.01 Newly hired employees shall be considered on a probationary basis for a period of six (6) calendar months for full-time employees or nine hundred and ten (910) worked hours from the date of hiring for part-time employees. During the probationary period, employees shall be entitled to all rights and privileges of this Agreement unless otherwise specified. The suspension or discharge of a probationary employee shall be within the sole discretion of the Employer and cannot be made the subject matter of a grievance, unless the release of the probationary employee is for reasons that are discriminatory, arbitrary, in bad faith or for exercising their rights under the Collective Agreement. After completion of the probationary period, seniority shall be effective from the original date of hire.

The probationary period may be extended upon the agreement of the Employee, the Union and the Employer.

17.02 Seniority is defined as the length of service in the bargaining unit. An employee shall accumulate seniority under any of the following conditions:

(a) while at work for the Employer (including vacation and holiday periods) after the probationary period has been completed as set out in Section 17.01:

(b) during any period when the employee is prevented from performing the employee's work for the Employer by reason of injury arising out of and in the course of employment for the Employer and for which the employee is receiving compensation under the provisions of the Workplace Safety and Insurance Act;

(c) during the first fifteen (15) months of any absence due to layoff or written leave of absence;

(d) while on short term disability, after the employee has completed the probationary period as set out in Section 17.01;

(e) Any authorized leaves as set out in the *Employment Standards Act*.

17.03 Seniority and employment shall terminate when an employee:

(a) quits for any reason;

(b) is discharged and is not reinstated through the grievance procedure or arbitration;

(c) has been on layoff or LTD for more than twenty four (24) months;

(d) fails to report to work within seven (7) working days after delivery of notice by the Employer or by registered mail, following a layoff, or fails to inform the Employer within two (2) working days of recall that the employee will report for work;

(e) fails to return to work promptly upon termination of an authorized leave of absence unless delay is due to reasons beyond the control of the employee, or utilizes a leave of absence for purposes other than those for which the leave of absence was granted.

(f) if the employee has been absent for five (5) consecutive working days without having directly notified their supervisor, unless It was not reasonably possible for them to do so.

17.04 An employee who does not qualify to accumulate seniority under Section 16.02 shall maintain the employee's existing seniority, unless and until the employee loses same pursuant to Section 17.03.

17.05 Part-time employees shall accrue seniority on the basis of regular hours worked and shall be represented on the part-time seniority list in order of hours accumulated.

17.06 In the event that the status of an employee is changed from part-time to full-time or from full-time to part-time, seniority shall be converted based on one thousand, eight hundred and twenty (1820) hours worked equals one (1) year of seniority.

17.07 Seniority lists will be maintained on a current basis and revised at least every six (6) months. A copy of the list will be posted on the intranet and forwarded to the Vice President of the Local Union.

17.08 In the event that an employee covered by this Agreement should be promoted or transferred to a supervisory or confidential position beyond the scope of this Agreement on a temporary basis, such employee shall be allowed to retain their seniority status for up to eighty-three (83) weeks. If such employee later returns to the bargaining unit after the eighty-three (83) week period, the employee forfeits the

employee's previous seniority entitlement for bumping purposes and such return will be on the basis of day one seniority. Affected employees shall retain all other benefits based on aggregate service.

17.09 In the event that an employee previously employed in another CUPE bargaining unit with the Employer transfers into this bargaining unit the employee shall be credited in the new bargaining unit with the seniority previously attained in the other CUPE bargaining unit.

ARTICLE 18: LAYOFF AND RECALL

18.01 Layoff

For the purposes of this agreement:

1. Permanent full-time employees shall not be laid off as a result of their duties being reassigned to one or more part-time employees, unless the position is eliminated and bumping rights are applied.

2. Reductions in hours of part-time employees who retain their positions shall only constitute a layoff if their regular weekly hours are reduced by fifty percent (50%) or more, or if the employee is displaced.

18.02 Layoffs and Recalls

Both parties recognize that job security should increase in proportion to length of service. Therefore, In the event of a layoff, employees shall be laid off in reverse seniority order. Employees shall be recalled in the order of their seniority, providing they are qualified to do the work.

Non-union temporary employees and probationary employees within the classification(s) being reduced shall be laid off prior to permanent unionized employees.

18.03 I. Permanent or Long Term Lay-off

a) In the event of a proposed layoff of a permanent and/or long-term nature of thirteen (13) calendar weeks or more, the Employer will:

   1. provide the Union with at least eight (8) weeks' written notice prior to the implementation of any layoff. This notice shall not be in addition to the notice required for individual employees.

   2. provide notice of layoff in accordance with the *Employment Standards Act*, and in addition, the following enhanced notice provisions shall apply.

Employees with more than two (2) years of service shall receive three (3) weeks' notice, in addition to any ESA minimum notice.

II. Temporary Layoff (Less than 13 Weeks)

a) In the event of a temporary layoff expected to last less than thirteen (13) weeks, the Employer shall:

1. Provide the Union with at least three (3) weeks' written notice prior to the start of the layoff, unless a shorter period is mutually agreed.
2. Provide affected employees with at least two (2) weeks' notice.

b) During the temporary layoff, employees continue to accrue seniority. Benefits will continue for thirty (30) days after date of layoff.

c) Employees shall have the right to recall to their former position at the end of the temporary layoff period.

d) If the layoff is extended beyond thirteen (13) weeks, the layoff shall be treated as a long term or permanent layoff, and Article 18.03(i) shall apply.

III. Pay in Lieu of Notice

The Employer shall provide pay in lieu of all or part of the notice required under this agreement or the *Employment Standards Act*. Such pay shall be based on the employee's regular earnings and does not reduce other entitlements under this agreement or the ESA.

IV. The Employer will meet with the Union through the Union Management Committee to review the reasons and expected duration of the lay-off, any realignment of service or staff and its effect on employees in the bargaining unit.

18.04 Where there is a layoff, part-time employees shall not bump full-time employees.

18.05 If the Employer issues a layoff notice to an employee, the employee and the Union shall be given full opportunity to meet with the Employer within 7 to 10 days, to discuss the bumping options available to the employee.

18.06 An Employee who is subject to lay-off shall have the right to either:

a) Accept the Layoff; or
b) Displace an employee who has:

- less bargaining unit seniority in a lower or identical paying classification; and
- who has scheduled hours less than or equal to the employee being laid off; and
- if the employee originally subject to layoff is qualified for and can perform the duties with orientation to the job.

c) An employee who wishes to exercise their right to displace another employee with less seniority shall advise the Employer within seven (7) days of the date of the notice of layoff issued by the Employer.

d) For the purpose of the operation of clause (b) ii), laid off part-time employees shall not have the right to displace full-time employees.

e) In the event that a full time employee is laid off and no other full-time bargaining unit positions are available for which the employee is qualified and able to perform, the full-time employee shall then be allowed to displace a part-time employee with less seniority provided that the employee is qualified and able to do the work available.

18.07 a) An employee shall have opportunity of recall from a layoff to an available opening, in order of seniority, provided they have the ability and qualifications to perform the work, and provided such opening is first posted under the job posting procedure and has not been filled.

b) No new employees shall be hired within a classification until those employees laid off within the applicable classification have been given an opportunity of recall.

c) It is the responsibility of the employee who has been laid off to notify the Employer of their intention to return to work within seven (7) calendar days after being notified to do so by registered mail to the address on file, (which notification shall be deemed to have been received within three (3) days of mailing and return to work within seven (7) calendar days after being notified). The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. Prior to sending notification by registered mail, the Employer will contact the employee by phone.

d) Employees on layoff or notice of layoff shall be given preference for temporary vacancies, which are expected to exceed twenty (20) days of work. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff.

18.08 Grievances concerning layoffs and recalls shall be initiated at Step No. 2 of the Grievance Procedure.

ARTICLE 19: TEMPORARY TRANSFERS

19.01 Any employee who, for the convenience of the Employer is temporarily transferred to another job for which the rate of pay is different from that in effect for such employee's regular job, shall be paid the higher rate while so employed. Where the temporary transfer is to a class greater than the employee's regular class, the employee will be paid at a step in the new class that is greater than the employee's regular rate of pay but not less than one step in the temporary class.

19.02 Employees who are requested and agree to supervise assigned personnel when it is not part of their regular job description will be compensated for each hour worked in supervision of up to ten (10) employees an additional $1.50 per hour and for eleven (11) or more, $2.00 per hour.

19.03 Any employee who, for the convenience and benefit of the employee, is transferred to another job instead of being laid off due to lack of work, breakdown of machinery, or other cause beyond the control of the Employer, shall be paid the rate for the job to which the employee is transferred while so employed.

19.04 If there is a question of persistent favouritism in job assignments the parties agree to discuss the problem.

19.05 Record will be kept of time worked on a temporary transfer that exceeds one (1) month and such time will be credited for advancement across the grid for that job, provided that such time shall not also count for advancement in the employee's regular job.

ARTICLE 20: LEAVE OF ABSENCE

20.01 a) Leave of Absence for Union

An employee who is elected or selected to a position with the Union, or with a body affiliated to the Union, shall be granted a leave of absence with pay and without loss of seniority.

The Employer shall provide the Union with a detailed invoice of such costs. The Union shall endeavour to reimburse the Employer within thirty (30) days, but no later than forty-five (45) days, of receipt of the invoice.

b) Leave of absence to attend Union conventions, conferences, seminars, or Union training will be granted to not more than three (3) employees at the same time for a total aggregate period not exceeding forty-five (45) days in any one calendar year. Such requests shall not be unreasonably denied, subject to operational requirements.

Application for such leave shall be made by the Union in writing at least two (2) weeks prior to the requested leave. Such leave shall be granted without loss of wages or benefits, with costs invoiced to and reimbursed by the Union. Exceptions to the above may be discussed with the Employer.

20.02 The Employer may grant leave of absence if an employee requests it in writing from the Employer, and if the leave is for good reason and does not unreasonably interfere with the efficient operation of the District.

20.03 The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence without loss of benefits so that the employee may be a candidate in federal, provincial, or municipal elections.

20.04 The Employer will grant any authorized leaves as set out in the Employment Standards Act. Requests for extensions may be considered depending upon the circumstances and the amount of notice given to the Employer.

20.05 Pregnancy Leave and Parental Leave

Pregnancy Leave and Parental Leave shall be in accordance with part XI of the *Employment Standards Act, 2000* and any amendments that may be enacted from time to time.

a) The following provisions apply to Parental and Pregnancy Leave:

I. While on pregnancy and/or parental leave, an employee shall continue to accumulate seniority and credit for service for the purpose of salary and vacation entitlement. The Employer shall maintain coverage for dental and extended health, long-term disability, and group life insurance coverage. The Employer shall also continue its share of pension contributions in accordance with the terms of the OMERS Plan, if the employee elects, in writing, to continue their share of the pension premiums.

II. At the expiration of such leave, the employee will be reinstated to the same or similar position held prior to their leave.

b) An employee who commences a pregnancy leave or parental leave as provided under this agreement and who is in receipt of Employment Insurance pregnancy or parental leave benefits pursuant to the Employment Insurance Act, shall be paid a supplementary unemployment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of the employee's regular weekly earnings and the sum of the employee's weekly Employment Insurance entitlements. All payments shall commence following receipt by payroll of the employee's Employment Insurance cheque sub. In the case of pregnancy benefits, SUB payments shall commence following the one week Employment Insurance "waiting period" and shall continue while the employee is in receipt of such benefits for a maximum period of sixteen (16) weeks. In the case of parental benefits, SUB payments shall continue while the employee is in receipt of such benefits for a maximum period of ten (10) weeks.

In no event will the top-up exceed the difference between seventy-five percent (75%) of the employee's normal weekly earnings that they were receiving on the last day worked prior to the start of the leave and the employee's EI benefit calculated without regard to any election by the employee to receive a lower EI benefit spread over a longer period of time as may be permitted under the *Employment Insurance Act.*

c) The employee shall provide the Employer with at least four (4) weeks' notice of their date of return to work.

20.06 Health and Family Care Leave

Leave with pay shall be granted up to a maximum of three (3) days off with pay per calendar year and without loss of seniority for illness in the immediate family, family emergencies or for medical appointments. These days can be used in hourly increments. Employees may utilize up to an additional four (4) paid days from their sick leave bank for these purposes.

ARTICLE 21: DISABLED EMPLOYEES

21.01 In the event of employees sustaining injuries at work or becoming affected by occupational diseases during the course of their employment, and becoming physically disabled as a result thereof, the Union and the Employer will discuss the job opportunities available to the employee on the merits of the individual case.

ARTICLE 22: BULLETIN BOARDS

22.01 The Employer shall provide a bulletin board and e-mail access, which may be used by Union officials for posting notices of Union meetings, Union appointments, the result of Union elections and similar matters of interest to Union members. No notice or e-mail shall be posted without first receiving the approval of the Chief Administrative Officer, or designate, whose approval shall not be unreasonably withheld.

ARTICLE 23: GENERAL

23.01 It shall be the responsibility of the employee to notify the Employer of the employee's current address and telephone number, which shall remain valid until the Employer is notified of a change.

23.02 All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Chief Administrative Officer, or designate, and the Vice President of the Local Union. Each party will advise the other of its mailing address from time to time.

23.03 An employee may refuse responsibility for petty cash where no reasonable facilities are available for its security.

23.04 The Employer will provide electronic copies of this Agreement.

23.05 Employees shall be given copies of their performance evaluations at the time of completion.

23.06 An employee, upon written request to the employee's Department Head, may view the following documents from the employee's personnel file, which resides in the Human Resources Department:

(a) disciplinary record;
(b) performance evaluations;
(c) medical records.

23.07 No written warning may be used against an employee unless it has been previously given to the employee or sent to the employee's last recorded address by personal service or registered mail. No employee shall refuse to acknowledge receipt of a written warning. If the employee's discipline record remains clear, such warning and any other report of discipline shall be removed from the employee's record 24 months

following the receipt of such report of discipline except for reasons of irregular attendance.

23.08 The Collective Agreement will be available on the Intranet within sixty (60) days of the ratification of this agreement, where practical. Where employees do not have access to the Intranet, a hard copy will be provided.

23.09 During the first few days of employment, each new employee shall be allowed up to thirty (30) minutes during the employee's working hours to meet with a union steward for the purpose of discussing the collective agreement provided that it shall not be necessary to change an employee's work assignment or schedule or to travel to facilitate this.

23.10 Any mutual agreement that is stated to be part of this Collective Agreement, which is confirmed in writing, shall form part of this Collective Agreement and is subject to the grievance and arbitration procedure.

ARTICLE 24: BEREAVEMENT LEAVE

24.01

a) In the event of the death of the employee's spouse, common-law spouse, child or step-child, a full-time employee shall be entitled to five (5) consecutive days off work with pay for Bereavement Leave; a part-time employee shall be entitled to five (5) consecutive calendar days off work, not to include Saturday or Sunday, and will be paid for any regularly scheduled days that fall within that period.

b) In the event of the death of a member of an employee's immediate family, other than those specified in 23.01(a), a full-time employee shall be entitled to three (3) consecutive days off work with pay for Bereavement Leave; a part-time employee shall be entitled to three (3) consecutive calendar days off work, not to include Saturday or Sunday, and will be paid for any regularly scheduled days that fall within that period. For the purposes of this article, "immediate family" means parent or step-parent, sister or step-sister, brother or step-brother, grandparent or step-grandparent, grandchild or step-grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law or dependent relative residing with the employee.

c) Employees reserve the right to hold up to three (3) of their above entitled bereavement days for use at a later time, for the purposes of an interment, celebration of life or family gathering, which must be utilized within 12 months of the death. Future dates shall be provided to management as soon as they are known.

24.02 In the event of the death of a close friend or other relative the employee may be granted up to one (1) day off with pay to attend the funeral.

24.03 Additional time off for clause 24.01 and 24.02 may be granted with or without pay at the discretion of the Chief Administrative Officer or designate.

ARTICLE 25: JURY AND WITNESS LEAVE

25.01 Where an employee is called to serve on a legally constituted jury or is subpoenaed as a witness other than in a proceeding between the parties, the Employer will make up the difference between the pay the employee would normally have earned and the fee received (exclusive of expenses) for jury or witness duty. The employee shall return to work promptly upon completion of duty.

ARTICLE 26: JOB POSTING

26.01 The Employer will post all permanent vacancies in existing classifications and all new classifications for a period of five (5) working days. The Employer will endeavour to post vacancies in an expeditious manner. For roles that may have variable office locations, the job posting will clearly indicate the anticipated primary location of the originating vacancy.

Where the hours of a part-time position are permanently increased to full-time hours, the position is required to be posted. Where the hours of any part-time position are increased but do not exceed the maximum detailed in Article 3.01, the position is not required to be posted. Any employee wishing to be considered for such vacancy shall submit a written application for such vacancy to the designated Employer representative during the posting period.

Should a vacancy arise where the job has been posted internally within three (3) months of the closing date of that last posting, the Employer is not required to post the job again. The Employer will keep record of all internal applicants who met or exceeded the pass threshold from the job competition ("successful applicants") and utilize that pool of successful applicants to fill the job within the three (3) month period. Once the Employer has exhausted the pool of successful internal applicants, the Employer is permitted to the fill the job with external applicants during that same three (3) month period.

26.02 When filling the vacancy, the Employer shall consider the seniority, skills, experience and qualifications of all the applicants from the bargaining unit. When the skills, experience, and qualifications of applicants are relatively equal, seniority shall prevail. Employees from the other CUPE bargaining unit of the Employer may also apply for such posted vacancy and those applicants shall be considered, using the same criteria, after such time as the originating bargaining unit applications have been exhausted. No external candidate will be considered before all CUPE candidates have been considered.

26.03 Nothing herein shall prevent the Employer from filling the vacancy temporarily or with an employee other than one who has made an application for same, provided that the temporary job is not anticipated to exceed three (3) months.

26.04 A successful applicant shall not be entitled to bid on further job vacancies for a period of nine (9) months from the date of the posting for the job which the employee is in, except in situations where the vacancy would result in an increase in hours, status or compensation level for the candidate.

26.05 A successful applicant will be placed in a new position on a trial basis for three (3) months and may be returned to the former position at any time during the three (3) months if the employee's work in the new position is unsatisfactory or if the employee is unable or unwilling to continue to perform the duties of the new job and any person displaced by the return to the employee's former position shall be returned to such other person's former position without loss of wage or seniority.

26.06 Temporary Job Postings

The Employer will post temporary vacancies that are anticipated to be more than three (3) months in duration. The posting shall include expected duration of the assignment and weekly hours of work, where possible. Permanent and temporary employees may apply for temporary jobs. The Employer or the employee filling the temporary job may end the temporary job assignment upon giving the other party two week's notice. Upon conclusion of a temporary job, the employee filling the vacancy shall be returned to the classification and job location in which they last worked. In the event that a part-time employee is the successful applicant, the said employee shall retain their part-time status during the temporary full-time period.

Temporary or permanent employees who have been awarded a temporary job shall not be awarded another temporary job, unless the subsequent temporary job begins after the completion of the initial term of the temporary job which they are currently in.

ARTICLE 27: SICK LEAVE

27.01 Permanent full-time employees shall accumulate five (5) 100% sick days per year. Any unused sick days shall accumulate from year-to-year but have no cash value and shall be used before STD benefits (75% sick days).

27.02 Permanent part-time employees shall be eligible for up to five (5) – one hundred percent (100%) sick days on a pro-rated basis, based on the regularly scheduled hours worked by the employee. Any unused sick days will accumulate from year to year but have no cash value. For the purposes of clarity, part-time employees are not eligible for STD seventy-five percent (75%) sick days or for LTD benefits.

27.03 The Employer shall maintain a register in which all sick leave credits and absences for every permanent employee shall be recorded. The Employer shall provide annually to each employee a written notice of the status of their sick leave credits where practical.

27.04 Short-term Disability (STD)

All 100% sick days shall be exhausted prior to STD. Permanent full-time employees will then receive 75% of their wages when they are totally disabled due to non-work-related illness or injury. The total sick days and STD benefits shall not exceed one hundred and eighty (180) days per year or occurrence.

27.05 To be eligible for sick days and/or STD benefits, an employee must have completed three (3) months of employment (or equivalent hours worked for part-time

employees). Sick days start accruing from the date of permanent hire and are pro-rated in the first year of employment.

27.06 The employer may request documentation from a qualified medical practitioner and/or engage a third party for medical adjudication to determine eligibility for STD benefits, ongoing eligibility, and assist with return-to-work planning.

ARTICLE 28: MILEAGE ALLOWANCE

28.01 Employees who agree to drive their own vehicles on District business shall be paid the Automobile Allowance Rates as set out by the Canada Revenue Agency effective as of the date of announcement by the Federal Government (excluding retroactive application of that announcement).

ARTICLE 29: EMPLOYEE BENEFITS

29.01

(a) The Employer will pay 100% of the premium costs to provide the following benefits to full-time employees on commencement of employment:

(i) Drugs - $10.00 - $20.00 deductible. Employees shall be provided with a pay direct drug card. The plan will pay up to a maximum dispensing fee of $11.00. Drugs will be reimbursed at the cost of the generic version, if available, unless special authorization (including any requirements for prior authorization) is approved for the brand-name drug.

(ii) Group Life Insurance: two times the employee's annual salary to age seventy (70).

(iii) A basic dental plan (the existing plan) which would pay ninety percent (90%) of the current O.D.A. fee schedule.

(iv) A vision care plan to provide for up to four hundred and fifty dollars ($450) on ratification towards eye care prescription or laser eye surgery every two years, increasing to five hundred dollars ($500) effective January 1, 2027. In addition, one (1) eye exam every twenty-four (24) months.

(v) Out-of-Country coverage to the age of seventy (70).

(vi) Where an employee qualifies for government age-related benefits, claims must be submitted through the government program prior to submission to the plan referred to herein.

(b) Subject to (c) below, an employee who is not actively at work and not receiving compensation under this Agreement for an entire calendar month or more shall not be covered by the benefit plans provided by this Agreement commencing with the first day of the calendar month coincident with or following the absence from work without compensation and shall be reinstated the first complete month following the

return to work. However, the employee may arrange to pay benefit plan premiums and thereby obtain coverage (provided otherwise entitled) during such absence by prepaying same or by authorizing the Employer to pay same and deduct such payments from the employee's pay upon return to work or from unpaid vacation pay due in the event of failure to return to work unless the employee has made arrangements with the Employer to prepay premiums at the commencement of such leave.

(c) An employee who is not actively at work and is in receipt of LTD benefits shall be covered by the extended health, dental and vision benefit plans provided by this Agreement for a period of one year from the date of eligibility for LTD benefits. An employee with greater than five (5) years of service as of the date of eligibility for LTD benefits shall be entitled to an additional year of said benefits.

(d) Part-time employees upon commencement of employment shall be eligible to all benefits contained in this article on a premium-cost-share basis. The Employer shall pay the percentage of the benefits premium equivalent to the percentage of regularly scheduled hours worked by the part-time employee.

(e) Benefit plan summaries will be available on the Intranet within sixty (60) days of the ratification of this agreement, where practical. Where employees do not have access to the Intranet, a hard copy will be provided.

f) An employee who is laid off for a period of thirteen (13) weeks or less shall continue to receive all benefits under this Agreement during the layoff period, provided the employee continues to pay any employee-required portion of the benefit ·premiums. Employees will have the option to continue their benefit coverage throughout the layoff period, at their own expense.

29.02 <u>Payment of meals</u>

Where an employee arrives at their normal place of work and finds they must work outside of their normal place of work that day, the employee shall be paid for meal costs reasonably incurred. All other meal claims shall be approved by the Department Head.

29.03 The Employer will continue its present practice on the provision of safety footwear, equipment and clothing as set out in the uniform policy.

29.04 Transportation to an employee's residence will be paid by the employer to an employee required to work past midnight who does not normally work past midnight if the employee's own transportation is not readily available.

29.05 The Employer agrees to pay the membership fees of each employee for any professional organization required for the employee's position as set out in the job description.

29.06 Change of Carriers

It is understood that the Employer may at any time substitute another carrier for any Plan provided the benefits conferred thereby are not decreased. Before making such a substitution, the Employer shall notify the Union to explain the proposed change.

ARTICLE 30: JOB SECURITY

30.01 The Employer shall continue to determine the methods through which services are to be provided.

30.02 Prior to sub-contracting, transferring, leasing, assigning, or conveying work or services presently performed by bargaining unit employees that may directly result in a permanent reduction in the workforce, the Employer commits to providing at least ninety (90) days written notice to the Union for the purposes of reviewing the reasons for such change and for reviewing possible alternative measures.

30.03 If the Employer were to sub-contract, transfer, lease, assign or convey work or services presently performed by bargaining unit employees, no permanent employee with at least two years seniority will have the employee's employment terminated unless all permanent employees affected are given the option of employment with the new service provider on terms and conditions that are equivalent to the then existing terms and conditions of the affected employees.

30.04 It is not the intent of the Employer, at the time of ratification of this agreement, to transfer or contract out work presently performed by bargaining unit employees during the term of this Agreement.

30.05 Work of the Bargaining Unit

Non-union management employees whose jobs are not in the Bargaining Unit shall not be assigned and/or perform work which is included in the Bargaining Unit to the extent that it directly results in the layoff of, or the loss of regularly scheduled hours of, a member of this Bargaining Unit.

Non-union management employees would only work overtime in the event that other qualified persons who are able to work have been contacted and indicated they are unable to respond to the call.

ARTICLE 31: TECHNOLOGICAL CHANGE

31.01 Where possible, the Employer will notify the Union at least thirty (30) days in advance, or as soon as reasonably possible, of any technological change that the Employer plans to introduce which will significantly change the status of the Employees within the bargaining unit. The Employer agrees to meet and discuss with the Union the impact of the technological change on the Employer, its Employees and the residents. Where practicable, the Employer shall provide training or support as necessary to enable the Employees to reasonably adapt to the changes.

31.02 Electronic Monitoring: Safeguard Against Misuse

Electronic monitoring will not be used for random or targeted surveillance of individual employees without reasonable cause. The Employer prohibits the use of monitoring tools to harass, intimidate, or unfairly single out any employee.

ARTICLE 32: TERMINATION

32.01 This Agreement shall become effective January 1st, 2025 and shall continue in full force and effect to and including December 31, 2027, and from year to year thereafter unless written notice of intention to terminate or amend this Agreement is given by either party to the other not more than ninety (90) days before the date of its termination.

32.02 Nothing in this Agreement shall operate retroactively from the date of signing except those wages that are expressly retroactive and accumulation of seniority.

32.03 Retroactive payment, if applicable, is to be made within thirty (30) days from the date that the Employer receives written notice of ratification or that the Employer ratifies this agreement, whichever is later, and applies to wages only, based on hours paid by the Employer, including overtime. Employees who have left their employment shall be notified by mail addressed to their last known address. Entitlement is lost if not claimed within sixty (60) days.

IN WITNESS WHEREOF each of the parties hereto has caused this Agreement to be signed by its duly authorized representative this 19th day of October, 2026.

DISTRICT MUNICIPALITY OF MUSKOKA

Danielle Bainbridge

Charlene Hofstetter

Suzanne Olimer

Amy Back

CANADIAN UNION OF PUBLIC EMPLOYEES

Rochelle Jeffries
Rochelle Jeffries (2026-10-19 15:40:32 EDT)
Rochelle Jeffries

R. Willison
Rebecca Willison (2026-10-20 14:51:33 EDT)
Rebecca Willison

Kasia Oxley
Kasia Oxley (2026-10-21 14:14:11 EDT)
Kasia Oxley

Heather Dix

KBehm
Robyn Behm (2026-10-19 17:28:45 EDT)
Robyn Behm, CUPE National Representative

SCHEDULE A – WAGES AND CLASSIFICATIONS

CUPE INSIDE

Progression through the steps are as follows:

Step 1 - from hire
Step 2 - at three (3) continuous service months at step 1 for full-time; at 455 hours for part-time
Step 3 - following an additional nine (9) continuous service months at step 2 for full-time; at 1820 hours for part-time

Employees with a minimum of one (1) year of seniority who successfully obtain a position in a higher-rated job classification shall be placed at no less than Step 2 of the applicable wage grid.

If an employee's job classification is moved to a higher class on the wage grid as a result of a job evaluation, the employee shall be placed at the same step in the higher class.

Class	EFFECTIVE 01-01-2025			EFFECTIVE 01-01-2026			EFFECTIVE 01-01-2027		
	1	2	3	1	2	3	1	2	3
1	$19.42	$19.94	$20.95	$21.12	$21.64	$22.65	$22.87	$23.39	$24.40
2	$23.33	$24.03	$25.23	$25.03	$25.73	$26.93	$26.78	$27.48	$28.68
3	$25.17	$25.95	$27.25	$26.87	$27.65	$28.95	$28.62	$29.40	$30.70
4	$28.30	$29.20	$30.73	$30.00	$30.90	$32.43	$31.75	$32.65	$34.18
5	$30.12	$31.09	$32.69	$31.82	$32.79	$34.39	$33.57	$34.54	$36.14
6	$34.74	$35.88	$37.81	$36.44	$37.58	$39.51	$38.19	$39.33	$41.26
7	$38.18	$39.48	$41.62	$39.88	$41.18	$43.32	$41.63	$42.93	$45.07
8	$41.59	$42.99	$45.37	$43.29	$44.69	$47.07	$45.04	$46.44	$48.82
9	$45.70	$47.32	$49.04	$47.40	$49.02	$50.74	$49.15	$50.77	$52.49

LADDER CHART C.U.P.E. – INSIDE January 1, 2020

CLASS	JOB TITLE
9	Capital Project Coordinator Planner Transportation Services Coordinator Social Worker
8	Case Manager, Housing Supports Children's Services Community Facilitator Development Engineering Coordinator Employment Developer Engineering & Design Tech 2 GIS Project Coordinator ITS Infrastructure Architect
7	Affordable Housing Project Coordinator Application & Integration Specialist Business & Test Analyst Case Manager Case Manager, Childcare Programs Case Manager, ERO Case Manager, Home Visitor Database & Web Administrator Engineering & Design Tech 1 G.I.S Technician 2 Infrastructure Analyst IT Technician 2 Job Skills Trainer – Life Skills Coach Infrastructure Services Coordinator SCADA Technician Service Desk Coordinator SharePoint Administrator Transportation Network Coordinator
6	Environmental Services Technician Financial Analyst Finance Clerk 3 Planning Tech - Watershed Public Awareness Representative
5	Case Aide Contract & Program Administrator Court Admin & Finance Clerk Court Clerk/Monitor EarlyON Facilitator EarlyON Lead Hand GIS Technician 1 Planning Technician Service Desk Tech 1 Supply & Support Services Clerk
4	Administrative Support Clerk – Community Services Administrative Support Clerk - Facilities Services Administrative Support Clerk – EPW Administrative Support Clerk – IT Services Administrative Support Clerk – W&S Operations Administrative Support Clerk (generic) Courts Administration Clerk Finance Clerk 2 WWW Bylaw & MS Coordinator
3	Finance Clerk 1 Receptionist, Community Services Receptionist, Main Office Receptionist, Community Resource Centre
2	
1	General Clerk

Subject to change to meet Department requirements as evaluated by the Joint Job Evaluation Committee and approved by District Council.

LETTER OF UNDERSTANDING 2026 - # 1

Job Evaluation

WHEREAS the parties agree to maintain a job evaluation maintenance process and Joint Job Evaluation Committee (JJEC) that will review new classifications and/or classifications with significant changes in duties.

AND WHEREAS the McDowall Universal Job Evaluation Plan is used by the Employer to determine the relative values of jobs within a group. This provides the hierarchy of jobs for the compensation system and ensures compliance with pay equity legislation.

NOW THEREFORE, the parties agree to the following:

New Positions:

1. Pre-evaluation of new job descriptions shall be completed by the Employer to initially set the classification level in order to post the job. The Employer will notify the union of all new jobs and their classification levels.

2. Once an incumbent has been in the role for a minimum of twelve (12) months, the Manager and incumbent will review the job description for accuracy and the incumbent will complete the Job Information Questionnaire (JIQ), which will be subject to review by the Manager.

3. The Manager has sixty (60) days to review the JIQ with the Employee and submit the JIQ to HR.

4. Following receipt of both the updated job description and the Manager-reviewed JIQ, the job will be reviewed by the Committee at the next intake period.

5. Any associated salary changes shall be retroactive to the date that the updated job description and the Manager-reviewed JIQ is submitted to the HR Department.

Existing Positions that have Significantly Changed:

1. Requests for evaluation for existing jobs may be put forward by Management and/or the incumbent(s). For generic job classifications, the majority of incumbents must be prepared to undertake the process.

2. In order to commence the process, the incumbent(s) or Manager will submit a Job Evaluation Request form.

3. The CUPE Local VP and a HR representative will determine if Significant Change has occurred and if the job needs to be re-evaluated by the Committee.

4. The Parties agree that "Significant Change" is defined as occurring when the duties or responsibilities of a position are added, removed or otherwise altered on a permanent and ongoing basis and there is a demonstrated change to a factor such

as increased financial responsibility, increased latitude to make decisions, increased authority or a change in working conditions. A mere change in the mix or emphasis of duties and responsibilities or work methods or procedures is not considered significant or substantial change.

5. Where it is agreed that a Significant Change has occurred, incumbent(s) and their Manager will be scheduled for training by the HR department, aligning with the next intake process.

6. Once training is completed, the incumbent and manager will have three (3) months to complete the JIQ and any Job Description edits.

7. Once the fully signed off documentation is received, it will be put in the queue for the next JJEC meeting, which shall be once per quarter.

8. Any associated salary changes shall be retroactive to the date HR and the CUPE representative review the submission for Significant Change.

All other items in the existing terms of reference ("Program Guide") shall be maintained and the parties agree to update the terms of reference upon ratification.

Signed electronically this 19th day of October, 2026.

DISTRICT MUNICIPALITY OF MUSKOKA	CANADIAN UNION OF PUBLIC EMPLOYEES
Danielle Bainbridge	Rochelle Jeffries Rochelle Jeffries (2026-10-19 15:40:32 EDT) Rochelle Jeffries
Charlene Hofstetter	R. Willison Rebecca Willison (2026-10-20 14:51:33 EDT) Rebecca Willison
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	KBehm Robyn Behm (2026-10-19 17:28:45 EDT) Robyn Behm, CUPE National Representative

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