



COLLECTIVE AGREEMENT

BETWEEN

The District Municipality of Muskoka

AND

**Canadian Union of Public Employees
Local 1813 representing Inside Workers**

For the term January 1, 2020 to December 31, 2024

TABLE OF CONTENTS

ARTICLE 1: PURPOSE OF AGREEMENT	3
ARTICLE 2: RECOGNITION.....	3
ARTICLE 3: DEFINITIONS	4
ARTICLE 4: RELATIONSHIP.....	4
ARTICLE 5: MANAGEMENT RIGHTS.....	5
ARTICLE 6: UNION COMMITTEES AND STEWARDS.....	6
ARTICLE 7: GRIEVANCE PROCEDURE	6
ARTICLE 8: ARBITRATION.....	7
ARTICLE 9: MANAGEMENT GRIEVANCES & UNION POLICY GRIEVANCES	8
ARTICLE 10: DISCHARGE CASES	8
ARTICLE 11: NO STRIKES -- NO LOCKOUTS.....	9
ARTICLE 12: WAGES	9
ARTICLE 13: HOURS OF WORK AND OVERTIME.....	9
ARTICLE 14: VACATIONS WITH PAY	12
ARTICLE 15: PAID HOLIDAYS	14
ARTICLE 16: SENIORITY.....	15
ARTICLE 17: LAYOFF AND RECALL	17
ARTICLE 18: TEMPORARY TRANSFERS.....	18
ARTICLE 19: LEAVE OF ABSENCE	18
ARTICLE 20: DISABLED EMPLOYEES	19
ARTICLE 21: BULLETIN BOARDS.....	19
ARTICLE 22: GENERAL.....	19
ARTICLE 23: BEREAVEMENTLEAVE	20
ARTICLE 24: JURY AND WITNESS LEAVE	21
ARTICLE 25: JOB POSTING.....	21
ARTICLE 26: SICK LEAVE	22
ARTICLE 27: MILEAGE ALLOWANCE	22
ARTICLE 28: EMPLOYEE BENEFITS.....	22
ARTICLE 29: JOB SECURITY.....	24
ARTICLE 30: TERMINATION	24
SCHEDULE A – WAGES AND CLASSIFICATIONS	27
LADDER CHART C.U.P.E. – INSIDE	29
LETTER OF UNDERSTANDING 2020-1	30
LETTER OF UNDERSTANDING 2020-2.....	31

INSIDE AGREEMENT

THIS AGREEMENT dated the 1st day of January 2020.

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 the Muskoka District Home for the Aged 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:

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

"Full-time Employee" means an employee who works 35 hours per week.

"Part-time Employee" means an employee who is regularly scheduled to work 28 hours or less per week.

"Probationary Employee" means an employee who is serving the probationary period.

"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: RELATIONSHIP

- 4.01** 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.
- 4.02** 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.
- 4.03** 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.
- 4.04** 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.

- 4.05** The Employer shall deduct from each employee the amount of regular Union dues in accordance with the Union constitution and by-laws.
- 4.06** Assessments or initiation fees levied in accordance with the Union constitution and by-laws will be deducted from every employee who so authorizes in writing.
- 4.07** The Employer agrees to deduct the amount of such Union dues from the first pay day in each month and to forward same to the Secretary-Treasurer of the Union no later than the last day of that month with a list showing the names of all employees from whom deductions have been made. Names and classifications shall be provided to the Union once per year before September.
- 4.08** 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.
- 4.09** 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.
- 4.10** The Employer shall advise the Union in writing of all new hires and their employment status, layoffs, recalls or discharges in the bargaining unit, including contract employees.

ARTICLE 5: MANAGEMENT RIGHTS

- 5.01** 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.

5.02 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.

5.03 The Union shall have the right to have the assistance of C.U.P.E. when negotiating the renewal of this Collective Agreement or amendments thereto.

ARTICLE 6: UNION COMMITTEES AND STEWARDS

6.01 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.

6.02 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.

6.03 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.

6.04 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.

ARTICLE 7: GRIEVANCE PROCEDURE

7.01 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.

7.02 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.

7.03 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.

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 Department Head with a copy to the employee's Manager. 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 Chief Administrative Officer 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.

- 7.04** 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 a Board of Arbitration as provided in Article 8 below, at any time within twenty-one (21) working days thereafter but not later.
- 7.05** Section 44(6) of the Labour Relations Act shall not apply to this Agreement. Time limits may be extended by the written agreement of the parties.
- 7.06** 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 8: ARBITRATION

- 8.01** 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 7 above and which has not been settled, will be referred exclusively to a Board of Arbitration at the request of either of the parties hereto.
- 8.02** The Board of Arbitration will be composed of one person appointed by the Employer, one person appointed by the Union, and a third person to act as Chair chosen by the two nominees.
- 8.03** Upon written agreement of both parties a grievance may be heard by a single arbitrator.

- 8.04** Within ten (10) working days of the request by either party for a Board of Arbitration, each party shall notify the other of the name of its appointee.
- 8.05** Should the person chosen by the Employer to act on the Board, and the person chosen by the Union fail to agree on a third person within ten (10) days of the notification mentioned in Section 8.04 above, the Ministry of Labour Office of Arbitration will be asked to nominate a Chair.
- 8.06** The decisions of a Board of Arbitration, or a majority thereof, constituted in the above manner shall be final and binding on both parties.
- 8.07** 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.
- 8.08** Each of the parties to this Agreement will bear the expenses of the arbitrator appointed by it; and the parties will jointly bear the expense, if any, of the Chair.

ARTICLE 9: MANAGEMENT GRIEVANCES & UNION POLICY GRIEVANCES

- 9.01** 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 7 above shall then apply with respect to the processing of such grievance.
- 9.02** 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 7 above shall then apply with respect to the processing of such grievance.

ARTICLE 10: DISCHARGE CASES

- 10.01** 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.
- 10.02** 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 Board of Arbitration, as the case may be.

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

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

ARTICLE 11: NO STRIKES -- NO LOCKOUTS

11.01 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.

11.02 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 9.

11.03 Should the Union claim that a lockout is unlawful it may file a grievance with the Employer as provided in Article 9.02.

ARTICLE 12: WAGES

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

12.02 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 13: HOURS OF WORK AND OVERTIME

13.01 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.

13.02 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.

13.03 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.

- 13.04** 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.
- 13.05** 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.
- 13.06** 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.

- 13.07** 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.
- 13.08** An employee who has worked more than the employee's scheduled hours of work in a day shall not be sent home early in the week to avoid overtime payment, provided that this shall not require payment of overtime on a daily basis where there are unusual working hours according to Article 13.02.
- 13.09** An employee who has completed the employee's full assigned working day and left the Employer's premises and is called back to work the same day outside the employee's regular working hours, shall be paid for a minimum of three (3) hours at overtime rates; provided that this shall not apply to employees who have not been expressly recalled by a member of Management (except in cases of emergency) and shall not apply to those employees who have unusual working hours pursuant to Article 13.02. Employees who are called out within one and a half (1.5) hours of their regular start time shall receive over time for the additional time at the applicable rate.

13.10 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)
2021-01-01	\$30	\$50
2023-01-01	\$35	\$55

13.11 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 3-hour callout in a 3 hour period.

13.12 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 30 minutes. An employee cannot claim more than one 30-minute call in a 30 minute period.

13.13 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 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 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.

13.14 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.

13.15 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 14: VACATIONS WITH PAY

14.01 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.

14.02 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
1 ST	1.25	15
2 ND	1.25	15
3 RD	1.25	15
4 TH	1.25	15
5 TH	1.25	15
6 TH	1.25	16
7 TH	1.5	17
8 TH	1.5	18
9 TH	1.5	19
10 TH	2.0	20
11 TH	2.0	21
12 TH	2.0	22
13 TH	2.0	23
14 TH	2.0	24
15 TH	2.25	25
16 th	2.25	25
17 th	2.25	25
18 th	2.25	25
19 th	2.25	25
20 th	2.5	30
21 st	2.25	25
22 nd	2.25	25
23 rd	2.25	25
24 th	2.25	25
25 th	2.5	30
26 th	2.25	25
27 th	2.25	25
28 th	2.25	25
29 th	2.25	25
30 th	2.5	30
31 st +	2.25	25

14.03 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.)

- 14.04** 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.
- 14.05** Vacation day(s) shall be paid at the employee's current rate of pay at the time the vacation day(s) are taken.
- 14.06** 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.
- 14.07** 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.

- 14.08** The Employer shall provide annually to each employee a written notice of the employee's vacation entitlement.
- 14.09** During an employee's vacation, if the employee qualifies for sick leave of three 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.
- 14.10** During an employee's vacation, if an employee qualifies for other paid leaves of absences, as indicated in Article 23 or HR-046-2012, and such leave is supported with the relevant documentation, there shall be no deduction from vacation credits for such absence.
- 14.11** 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 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.

14.12 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, written approval from the employee’s Department Head is required. Carry over in excess of ten days also requires the written approval of the Chief Administrative Officer (CAO). Approval for carry over shall be requested by October 31st and shall be considered on an exceptional basis and only when accompanied by a plan for using the carried over days. Unless otherwise approved by the CAO, the carry over must be used by June 30th of the following calendar year.

14.13 Subject to the approval of the employee’s manager, an employee may gain “advanced access” to all accrued vacation days. These days will be subsequently subtracted from the employee’s January 1st vacation entitlement.

ARTICLE 15: PAID HOLIDAYS

15.01 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.

15.02 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 proven 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.

15.03 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 15.02.

15.04 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 before the work week in which the public holiday occurred, divided by 20, subject to the conditions in 15.02.

15.05 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.

15.06 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.

15.07 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.

15.08 Where the employee and the Employer have agreed to substitute a lieu day for any of the above named holidays the agreed lieu day shall be deemed to be the holiday.

ARTICLE 16: SENIORITY

16.01 A full-time employee will be considered probationary for the first six (6) consecutive months, a part-time employee will be considered probationary for the first nine hundred and ten (910) hours worked, and will have no seniority rights during that period. If the employee is disciplined or if the employee's employment is terminated at any time during such probationary period, such discipline or termination shall be at the discretion of the Employer. After six (6) months service or equivalent, seniority shall date back to the date of hire. The probationary period may be extended upon the agreement of the employee, the Union and the Employer.

16.02 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 16.01;
- (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 16.01;
- (e) Any authorized leaves as set out in the Employment Standards Act.

16.03 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.

16.04 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 16.03.

16.05 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.

16.06 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 1820 hours worked equals one (1) year of seniority.

16.07 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 the lunchroom bulletin board and one forwarded to the Vice President of the Local Union.

16.08 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 83-weeks. If such employee later returns to the bargaining unit after the 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.

16.09 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 17: LAYOFF AND RECALL

17.01 A layoff shall be defined as a reduction of an employee(s) or a change in the status of an employee(s) from full-time to part-time, which is expected to exceed 10 consecutive working days.

17.02 Layoffs and recalls after such layoffs shall be based upon the following criteria:

- a) Seniority, provided that layoffs shall be conducted in order of least seniority in the classification(s) being reduced and recalls shall be conducted in order of greatest seniority in the classification(s) being increased. Non-union temporary employees and probationary employees within the classification(s) being reduced shall be laid off prior to unionized employees.
- b) Skill, ability, experience, reliability, training and qualifications.

It is understood that where the criteria referred to in factor (b) above are relatively equal, factor (a) will govern. In the evaluation of factor (b) the Employer shall be the judge; provided, however, that if an employee believes that a proper consideration of the employee's skill, ability, experience, knowledge, training, or qualifications has not been given, the employee may file a grievance under the procedures of Article 7 claiming that the Employer acted in an arbitrary, unfair or unfairly discriminatory manner.

17.03 In the event of a layoff, the Employer shall issue a layoff notice of no less than two (2) weeks or such notice as prescribed under the Employment Standards Act, whichever is greater, prior to the date of layoff and provide a copy of such notice to the Union. If for any reason, the Employer does not have work for the employee to perform during the notice period, the employee shall receive payment of full wages and continue on the prescribed benefit plan(s) during the notice period.

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

17.05 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.

17.06 Employees who are being laid off shall have the right to either accept the layoff or bump an employee with less seniority provided:

- a) The classification into which the employee is bumping is of an equal or lesser job class, the employee meets the current qualifications, and the employee can perform the work of this classification in a satisfactory manner. It is agreed that the employee will be afforded a reasonable period not to exceed two months to perform the work of this classification in a satisfactory manner. If such employee does not demonstrate satisfactory work performance after two months, such employee will be laid off.
- b) Notwithstanding (a) above, an employee may bump into a classification of a higher job class only if the employee has been previously classified in, and has

demonstrated satisfactory performance in such classification. It is agreed that the employee bumping must have the current qualifications, skill and ability to perform the new job after a brief period of familiarization and orientation. If such employee does not demonstrate satisfactory performance in this position after such familiarization and orientation period, such employee will be laid off.

17.07 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.

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

ARTICLE 18: TEMPORARY TRANSFERS

18.01 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.

18.02 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.

18.03 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.

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

18.05 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 19: LEAVE OF ABSENCE

19.01 Leave of absence to attend Union conventions and conferences and seminars may be granted to not more than two (2) employees at the same time for a total period not exceeding in the aggregate twenty-five (25) days in any one calendar year. Application for such leave of absence shall be made by the Union in writing at least two (2) weeks prior to the requested leave.

19.02 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.

19.03 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.

19.04 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.

ARTICLE 20: DISABLED EMPLOYEES

20.01 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 21: BULLETIN BOARDS

21.01 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 22: GENERAL

22.01 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.

22.02 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.

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

22.04 The Employer will arrange and pay for the printing of this Agreement.

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

22.06 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.

22.07 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.

22.08 The Collective Agreement will be available on the Intranet within 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.

22.09 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.

22.10 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.

22.11 Whenever the singular or masculine is used in this agreement, it shall be considered as if the plural or feminine had been used where the context of the party or parties hereto so required.

ARTICLE 23: BEREAVEMENT LEAVE

23.01 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.

23.02 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.

23.03 Additional time off for clause 23.01 and 23.02 may be granted with or without pay at the discretion of the Chief Administrative Officer or his designate.

ARTICLE 24: JURY AND WITNESS LEAVE

24.01 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 25: JOB POSTING

25.01 The Employer will post all permanent vacancies in existing classifications and all new classifications for a period of five (5) working days. 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. Without obligation under this Collective Agreement, the Employer advises that it is policy to post full-time non-bargaining unit vacancies and to advise the Union of all other vacancies prior to filling same.

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 fill the job with external applicants during that same three (3) month period.

25.02 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 and prior to consideration of any external applicants.

25.03 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.

25.04 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, provided that this may be waived upon the mutual agreement of the employee and the Chief Administrative Officer.

25.05 The Employer shall post resulting vacancies provided that the timing of all promotions shall be at the reasonable discretion of the Employer.

25.06 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.

ARTICLE 26: SICK LEAVE

26.01 Sick leave for full-time employees is provided by By-law #92-34 as amended from time to time provided that it is not less than existing by-law, which is hereby made a part of this Agreement.

26.02 Permanent part-time employees shall be eligible for up to 5 – 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 (75% sick days) or for LTD benefits.

26.02 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.

26.03 An employee's reinstatement after sick leave will be conditional on supplying, when requested, a certificate from a physician that the employee is fully recovered from the sickness which caused the absence.

ARTICLE 27: MILEAGE ALLOWANCE

27.01 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 28: EMPLOYEE BENEFITS

- 28.01 (a)** The Employer will provide the following benefits to full-time employees on commencement of employment:
- (i) Extended Health Care Plan: \$10.00 - \$20.00 deductible and dispensing fee cap of \$11.00; prescription drugs will be reimbursed to an amount equivalent to the generic medication, if available, unless special authorization is received.
 - (ii) Group Life Insurance: two times the employee's annual salary to age 65 and one times the employee's annual salary between age 65 and 70;
 - (iii) A basic dental plan (the existing plan) which would pay 85% of the O.D.A. fee schedule that provides for a one-year lag for insured procedures;
 - (iv) A vision care plan to provide for up to \$400.00 towards a change in eye care prescription or laser eye surgery every two years.
 - (v) Out-of-Country coverage to the age of 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 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 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.

28.02 Payment of meals -- 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.

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

28.04 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.

28.05 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.

ARTICLE 29: JOB SECURITY

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

29.02 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 90 days written notice to the Union for the purposes of reviewing the reasons for such change and for reviewing possible alternative measures.

29.03 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.

29.04 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.

ARTICLE 30: TERMINATION

30.01 This Agreement shall become effective January 1st, 2020 and shall continue in full force and effect to and including December 31, 2024, 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.

- 30.02** Nothing in this Agreement shall operate retroactively from the date of signing except those wages that are expressly retroactive and accumulation of seniority.
- 30.03** Retroactive payment, if applicable, is to be made within 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 60 days.

IN WITNESS WHEREOF each of the parties hereto has caused this Agreement to be signed by its duly authorized representative this 2nd day of March, 2021.

DISTRICT MUNICIPALITY OF MUSKOKA

Anna Landry

Clivory

[Signature]

CANADIAN UNION OF PUBLIC EMPLOYEES

[Signature]

[Signature]

R. Williams

**SCHEDULE A – WAGES AND CLASSIFICATIONS
CUPE INSIDE**

Class	EFFECTIVE 01-01-2020			EFFECTIVE 01-01-2021			EFFECTIVE 01-01-2022			EFFECTIVE 01-01-2023			EFFECTIVE 01-01-2024		
	1	2	3	1	2	3	1	2	3	1	2	3	1	2	3
1	\$15.14	\$15.64	\$16.58	\$15.37	\$15.87	\$16.83	\$15.60	\$16.11	\$17.08	\$15.87	\$16.38	\$17.37	\$16.17	\$16.69	\$17.70
2	\$18.81	\$19.46	\$20.59	\$19.09	\$19.75	\$20.90	\$19.38	\$20.05	\$21.21	\$19.71	\$20.39	\$21.57	\$20.08	\$20.78	\$21.98
3	\$20.53	\$21.27	\$22.48	\$20.84	\$21.59	\$22.82	\$21.15	\$21.91	\$23.16	\$21.51	\$22.28	\$23.55	\$21.92	\$22.70	\$24.00
4	\$23.46	\$24.31	\$25.74	\$23.81	\$24.67	\$26.13	\$24.17	\$25.04	\$26.52	\$24.58	\$25.47	\$26.97	\$25.05	\$25.95	\$27.48
5	\$25.17	\$26.07	\$27.58	\$25.55	\$26.46	\$27.99	\$25.93	\$26.86	\$28.41	\$26.37	\$27.32	\$28.89	\$26.87	\$27.84	\$29.44
6	\$29.49	\$30.55	\$32.37	\$29.93	\$31.01	\$32.86	\$30.38	\$31.48	\$33.35	\$30.90	\$32.02	\$33.92	\$31.49	\$32.63	\$34.56
7	\$32.72	\$33.93	\$35.93	\$33.21	\$34.44	\$36.47	\$33.71	\$34.96	\$37.02	\$34.28	\$35.55	\$37.65	\$34.93	\$36.23	\$38.37
8	\$35.91	\$37.22	\$39.45	\$36.45	\$37.78	\$40.04	\$37.00	\$38.35	\$40.64	\$37.63	\$39.00	\$41.33	\$38.34	\$39.74	\$42.12
9	\$39.75	\$41.28	\$42.90	\$40.35	\$41.90	\$43.54	\$40.96	\$42.53	\$44.19	\$41.66	\$43.25	\$44.94	\$42.45	\$44.07	\$45.79

**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 2020-1

January 1, 2020

Downsizing

In the event of downsizing within the District of Muskoka, the Employer agrees to enter into discussions with the Union for the purpose of severance and benefit incentives.

FOR THE EMPLOYER

Anna Landry

Chicory

[Signature]

FOR THE UNION

[Signature]

[Signature]

R. Wilson

LETTER OF UNDERSTANDING 2020-2

January 1, 2020

Excess Hours of Work

WHEREAS the parties wish that employees may continue to work extra hours as contemplated in the collective agreement and which is allowed by the Employment Standards Act, 2000 (ESA, 2000);

THEREFORE the parties agree that this Letter of Understanding amends the collective agreement in order to address these matters and it is considered to be part of, and subject to, the collective agreement:

1. This agreement shall continue to operate at all times that the collective agreement is in operation and during negotiations for a renewal agreement.
2. In accordance with s. 17.2 of the ESA, 2000, the Union consents to employees working extra hours beyond the employee's regular workday to the maximum permissible by the ESA, 2000, subject to the overtime provisions in the collective agreement.
3. Also in accordance with s. 17.2 of the ESA, 2000, the Union consents to employees working extra hours beyond 48 hours in a work week to a maximum of 60 hours, subject to the overtime provisions in the collective agreement.
4. In accordance with s. 18.3 of the ESA, 2000, the Union consents to employees receiving fewer than 8 hours between shifts, where the collective agreement and ESA, 2000 provisions would permit this.
5. Nothing in this agreement shall be construed to interfere with the Employer's right to rely on s. 18.2 or s. 19 of the ESA, 2000 in appropriate circumstances.
6. This agreement cannot be revoked prior to the expiry of the Collective Agreement, except by mutual agreement of both parties in writing.
7. Employees who do not want to work extended hours as per this Agreement shall notify the Employer in writing, providing a minimum of 2 weeks' notice of such.
8. Employees who, after notifying the Employer they do not want to work extended hours as per this agreement, decide that they wish to work extended hours per this Agreement, shall notify the Employer in writing, which shall take effect immediately.

LETTER OF UNDERSTANDING 2020-2 cont'd

FOR THE EMPLOYER

Anna Landry

Clictory

Boyle C

FOR THE UNION

[Handwritten signature]

[Handwritten signature]

R. Willison
