

**COLLECTIVE AGREEMENT**

between:

**THE CORPORATION OF THE TOWN OF PENETANGUISHENE**

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 2380.08**



**EXPIRY OF AGREEMENT: December 31, 2027**

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## **ARTICLE 1 - COVERAGE AND PURPOSE OF THIS AGREEMENT**

1.01 This Agreement shall apply to all employees and CUPE backfilled temporary contract employees employed by The Corporation of the Town of Penetanguishene, Ontario, save and except supervisors and persons above the rank of supervisor, executive assistant, human resources/payroll coordinator, deputy clerk, professional engineers employed in an engineering capacity, communications and technology coordinator, students employed during the school vacation period, students or other persons employed as part of a co-operative education program, internship or other temporary contract and employees already represented by Canadian Union of Public Employees Local 2380.05.

1.02 Both parties to this agreement agree it is beneficial:

- (i) To maintain and improve the harmonious relations between the Employer and the Union;
- (ii) That there is mutual value in joint discussions and negotiations in matters pertaining to working conditions and employment;
- (iii) To encourage efficiency in municipal operations;
- (iv) To promote the morale and well-being of employees in the bargaining unit;
- (v) There is benefit in the provision of an amicable method of settling any differences which might possibly arise under this Agreement.

1.03 Wherever the language of this agreement shall either read "the employee or they/them/theirs" to ensure gender neutral references.

### **1.04 DEFINITIONS**

- (i) A Permanent Full-Time employee is one who is employed on a regular basis for an average of thirty-five (35) hours per week, except for park and arena staff who work 40 hours per week.
- (ii) Where the Employer intends to introduce either a regular Part-Time or a regular Casual category, it will consult in advance with the Union to determine what changes, if any, will have to be made to this Agreement.
- (iii) In the Agreement, the word "Act" means the *Ontario Labour Relations Act* that is applicable to the context and that is in force as it may be amended from time to time.

- (iv) A CUPE temporary backfill shall be an employee employed on a contractual basis to replace a permanent full-time employee on a leave (Example: maternity/parental leave, approved leave of absence, short/long term disability leave). CUPE temporary backfill employees shall be considered before external candidates for job postings and are covered by Article 4, 13, and 15.01 of the collective agreement.

## **ARTICLE 2 - UNION RECOGNITION**

- 2.01 The Employer hereby recognizes the Union as the sole collective bargaining agent for all permanent employees covered by Article 1 in respect to hours of work, wages, benefits and working conditions. Such persons shall be referred to hereinafter as "employees" and the word "employees" shall take on that meaning in this Agreement.
- 2.02 The Unit Chair will be given an opportunity to meet with new employees for up to thirty (30) minutes, during regular working hours and without loss of pay, for the purpose of acquainting the new employee with the benefits and responsibilities of Union membership.
- 2.03 All employees of the Employer who are members of the Union shall remain members of the Union according to the Constitution and by-laws of the Union. All new employees covered by Article 1 shall become and remain members of the Union.
- 2.04 **Work of the Bargaining Unit**  
  
Persons whose jobs (paid or unpaid) are not in the bargaining unit shall not work on any jobs which are 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.
- 2.05 This Agreement applies only to those paid employees identified in Article 1.
- 2.06 No employee shall be required or permitted to make any written or verbal agreement with the Employer or its representatives which conflicts with the terms of this Agreement.

## **ARTICLE 3 - EMPLOYER RIGHTS**

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

- (a) maintain order, discipline and efficiency;
- (b) hire, discharge, direct, classify, transfer, promote, demote, layoff, recall and suspend or otherwise discipline employees for cause, provided that a claim of discriminatory promotion or demotion, or claim that an employee who has completed their probationary period has been unjustly discharged or disciplined may be the subject of a grievance and dealt with in accordance with the Grievance Procedure;
- (c) establish and enforce reasonable rules and regulations to be observed by employees;
- (d) generally, to manage and operate the Town in all respects in accordance with its obligations and without restricting the generality of the foregoing, to determine the kinds and locations of equipment to be used, the allocation and number of employees required from time to time, the standards of performance for all employees; the work schedules, the start and stop times of shifts over the course of a year, and all other matters concerning the Employer's operations.
- (e) to set qualifications and establish and administer tests for the purpose of assisting the Employer in determining employees' qualifications in relation to job postings for promotions and transfers, and to administer tests where otherwise required.

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

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

3.03 The Union will be advised within sixty (60) days before implementation of any major

changes that may affect the union and its members except in emergency situations or unforeseen circumstances. Any major changes shall not conflict with the terms of this agreement.

- 3.04 The Parties acknowledge the right of the Employer to have and to create new policies and procedures that will affect members of this bargaining unit. The Union accepts this right as long as the policies and procedures do not violate any of the terms of this agreement, and provided that any new policies and procedures intended to apply to bargaining unit members are shared with the Union prior to the date on which they are to become effective.

#### **ARTICLE 4 - UNION DUES**

- 4.01 Upon commencement of employment the Corporation shall deduct a one-time initiation fee along with regular Union dues from the bi-weekly pay of each employee covered by this agreement in the amount or rate notified in writing from time to time to the Human Resources Department of the Corporation by the Treasurer of CUPE Local 2380. The Union agrees that the amount or rate of dues/fee to be so deducted, once set, shall not be changed by the Union for a period of six (6) months and thereafter shall not be changed more than once in any six (6) month period.
- 4.02 The Employer agrees to remit the sums deducted no later than the fifteenth (15<sup>th</sup>) day of the month following, accompanied by a list of the names of all employees from whose wages the deductions have been made.
- 4.03 In consideration of the deduction and forwarding service by the Employer, the Union agrees to indemnify and save the Employer harmless for any claim or liability arising out of or resulting from the collection and forwarding of these dues.
- 4.04 When Income Tax (T-4) slips are available, the Employer shall indicate the amount of union dues paid by each Union member in the previous year.

## **ARTICLE 5 - LABOUR/EMPLOYER RELATIONS**

### **5.01 REPRESENTATION**

No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union.

In order that this may be carried out, the Union will supply the Employer with the names of its stewards and vice-president. Similarly, the Employer will, if requested, supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

### **5.02 BARGAINING COMMITTEE**

a) The Corporation acknowledges the right of the Union to appoint or select a negotiating committee of not more than three (3) employees inclusive of the unit vice chair, plus one (1) alternate, covered by the Collective Agreement or the Local's bylaws, plus one (1) National Union Representative and one Special Representative for the purpose of negotiating a renewal Agreement.

b) **Duration**

Function of Bargaining Committee

This Committee will meet at times mutually agreed to by both parties to discuss renewal and/or modifications of this Agreement.

c) **Time Off for Negotiations**

Any representative of the Union on the Bargaining Committee, who is in the employ of the Corporation, shall have the privilege of attending Bargaining Committee meetings held within working hours without loss of base pay up to and including conciliation.

### **5.03 LABOUR RELATIONS COMMITTEE**

A Labour Relations Committee consisting of up to three (3) representatives of the union and up to three (3) representatives for the Employer shall meet once every three (3) months, or at the request of either party, to discuss matters of mutual concern that are not grievances or negotiations. The committee may make recommendations for consideration of both parties. Union committee members shall not suffer any loss of pay for having attended a meeting.

#### **5.04 OUTSIDE REPRESENTATIVES**

Either party shall have the right at any time to have the assistance of an outside representative. The party using the outside representative shall inform the other party in advance of any meeting at which representative is in attendance.

#### **5.05 TIME OFF FOR MEETINGS**

Any representative of the Union on the Labour Relations Committee and Bargaining Committee who is in the employ of the Employer shall have the privilege of attending Labour Relations and Bargaining Committee meetings without loss of pay for regularly scheduled hours missed as a result of such attendance, and provided there are no additional costs to the Employer.

#### **5.06 HEALTH AND SAFETY REPRESENTATIVES**

The Union shall have the right to appoint two members as its representatives on the Joint Health and Safety Committee. Such Committee shall operate in accordance with the *Occupational Health and Safety Act*.

### **ARTICLE 6 - NO STRIKES- NO LOCKOUTS**

6.01 In view of the orderly procedure established by this Agreement for settling of disputes and handling of grievances, the Union agrees that during the life of this Agreement there will be no strikes. The Employer agrees that there will be no lockouts. Lockouts and strikes are as defined in the *Labour Relations Act of Ontario, 1995*.

### **ARTICLE 7 - GRIEVANCE PROCEDURE**

#### **7.01 ELECTION OF STEWARDS**

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the right of the Union to appoint or elect a maximum of three (3) stewards, whose duties shall be to assist any employee whom the steward represents, in preparing and in presenting their grievance in accordance with the grievance procedure.

#### **7.02 GRIEVANCE COMMITTEE**

The elected Steward and Unit Vice-President shall constitute a Grievance Committee so long as they remain employees, or until their successors are elected. Except where mutually agreed, only one (1) member of the Grievance Committee will attend Step 1

- 7.03 When formal discipline is imposed, which is to become part of the employee's record, the employee shall *have* the right to Union representation if the employee determines they so wish. In the event of a termination a Union representative must be present. Where a steward is not available another Union Officer or the National Representative, or designate, can be present in their stead.
- 7.04 The right of a steward to leave work without loss of pay for regularly scheduled time missed to attend to Union business is granted upon the following conditions:

Such business must be between the Union and the Employer. Employees having grievances cannot discuss these with the steward during working hours except to the extent that it does not exceed fifteen (15) minutes on the initial grievance being discussed. All other business must be non-scheduled time or outside the hours of work.

The time shall be devoted to the prompt handling of necessary union business.

The steward concerned shall obtain permission of the supervisor concerned before leaving work and shall report to the supervisor concerned upon return to work.

The Employer reserves the right to limit such time if it deems the time so taken to be excessive and reserves the right to delay the said absence for up to twenty-four (24) hours if the steward is unavailable at the time of request, involved in another call, or if the said request negatively interferes with the operation of the Employer.

#### 7.05 **GRIEVANCE PROCESS**

Complaints and grievances shall be dealt with in the following manner. All grievances must be in writing and filed within fourteen (14) working days of the alleged grievance.

**Step 1:** The employee, accompanied by a Steward if the employee wishes, may take the matter up with the Supervisor, or with the senior manager if no Supervisor is in place; failing settlement at this stage, within five (5) working days, the employee may immediately proceed to Step 2.

**Step 2:** The employee, accompanied by a Steward and/or Representative of the Union, may take the matter up with the Chief Administrative Officer (C.A.O.) and Senior Manager. The Employer shall provide a written response to the Union within five (5) working days of such meeting. Failing a settlement at this stage, the matter may then be referred to Mediation if mutually agreed as per Article 7.11, or to Arbitration, as per Article 8 of this Agreement, within fifteen (15) working days of the date of the Employer's response.

Either party can request an extension up to thirty (30) working days without being

reasonably denied

Decisions and requests shall be in writing at all steps.

- 7.06 Where a dispute involving a question of general application or interpretation occurs or where a group of employees or the Union or the Employer has a grievance, Step 1 of this Article may be bypassed, and such grievance submitted at Step 2 within ten (10) working days of the occurrence giving rise to the grievance.
- 7.07 A claim by an employee who has completed their probation that they have been discharged without just cause shall be treated as a grievance if a written statement of such grievance is lodged with the Chief Administrative Officer within five (5) working days after notice by Employer to the Union Steward of the suspension or discharge.

Such special grievances may be settled by confirming the Employer's action, or by reinstating the employee with full seniority and compensation for time lost, or by any other arrangement which is just and equitable in the opinion of the conferring parties or arbitrator if the matter is submitted to arbitration.

- 7.08 Time limits in this Article may be extended by a mutual agreement in writing between the Union and the Employer.
- 7.09 The Employer shall supply the necessary facilities for the grievance meetings, which usually shall be heard during normal business hours. Employees shall not suffer loss of pay from regularly scheduled hours missed as a result of attending a grievance meeting.
- 7.10 The Employer agrees with the principle of progressive discipline.
- 7.11 By mutual agreement, the parties may submit a grievance to mediation in an effort to find a satisfactory settlement before arbitration. The process is without prejudice and only a final agreement duly executed by both parties is binding. The parties reserve the right to proceed to Arbitration prior to executing a final agreement if a satisfactory resolution is not reached. Should the parties move forward with mediation the timeline to forward the matter to Arbitration will be extended. A mediator shall be selected through mutual agreement of both parties.

## **ARTICLE 8 - ARBITRATION**

### **8.01 SELECTION OF SOLE ARBITRATOR**

When either party requests that a grievance be submitted to arbitration, the request shall be made in writing addressed to the other party of the Agreement, indicating the names of three (3) preferred arbitrators. Within ten (10) working days thereafter, the other party shall answer in writing indicating its agreement to one of the three (3) preferred arbitrators submitted by the other party or the name and address of three (3) other arbitrators. Within ten (10) working days thereafter, the initiating party may then indicate its agreement to one of the other three (3) arbitrators or submit a request to the Ministry of Labour for selection of an arbitrator.

### **8.02 REFERRAL TO ARBITRATION**

Where a grievance is to be referred to an Arbitrator, or a Board of Arbitration where mutually agreed upon, the following procedure shall apply:

- a) the party referring the grievance shall give notice to the other party indicating its intention to refer the matter to arbitration and giving the name and address of its proposed Arbitrator, or its appointee to an Arbitration Board where that process has been mutually agreed upon;
- b) Within seven (7) calendar days after receipt of such notice, the other party shall respond by agreeing to the proposed Arbitrator, or offering the name of an alternative Arbitrator, or indicating the name and address of its appointee to the Arbitration Board where that process has been mutually agreed upon.
- c) In the case where an Arbitration Board has been mutually agreed upon, the two (2) appointees so selected shall, within thirty (30) calendar days after receipt of the notice of the appointment of the second of them, appoint a third person who shall be the chairman of the Arbitration Board;
- d) In the case where an Arbitration Board has been mutually agreed upon, if the recipient of the notice fails to name an appointee, or if the two (2) appointees fail to agree upon a chairman within the time limits, the appointment may be made by the Minister of Labour upon request of either party.

**8.03** The Arbitrator, or the Arbitration Board as the case may be, is to be governed by the following provisions:

- a) the Arbitrator, or the Arbitration Board as the case may be, shall hear and determine the subject of the grievance and shall issue a decision which is final and binding upon the parties and upon any employee or Employer

affected by it;

- b) in the case of an Arbitration Board, a majority is the decision of the Arbitration Board, but if there is no majority, the decision of the Chairman governs;
- c) each of the parties shall pay one-half (1/2) of the remuneration and expenses of the Arbitrator, or the Chairman of the Board as the case may be;
- d) the Arbitrator, or the Arbitration Board as the case may be, shall determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations;
- e) the Arbitrator, or the Arbitration Board as the case may be, shall not have any authority or power to alter, change, or amend any of the provisions of this agreement or to substitute any new provision, in lieu thereof, or to give any decision contrary to the express intent or terms and conditions of this agreement or in any way, modify, add to or detract from any provision of this agreement;
- (f) the parties, and the arbitrator or the Arbitration Board as the case may be, shall have access to the Town's premises to view working conditions, machinery or operations which may be relevant to the resolution of the grievance;
- (g) the Arbitrator, or the Arbitration Board as the case may be, shall have jurisdiction to determine whether a grievance is arbitral.

8.04 Time limits in this and previous articles may be extended at the request of either party in writing.

## **ARTICLE 9 - PERSONNEL RECORDS**

### **9.01 PERSONNEL RECORDS**

An employee shall have the right to access and review their personnel record in the presence of an Employer representative. The employee has the right to respond in writing to any document contained therein. This response shall become part of the personnel record.

An employee shall have the right to make copies of any material contained in their personnel file upon payment of reasonable expenses.

Formal Disciplinary notations will be removed from an employee's file after a period of

twelve (12) months has elapsed from the date the last discipline was imposed.

## **ARTICLE 10 - SENIORITY**

### 10.01

- (A) Seniority for permanent full-time and permanent part-time employees is defined as length of continuous service with the Employer since the employee's most recent date of hire. Seniority shall be used in determining preference, as set out elsewhere in the collective agreement, for holidays, layoff, recall and promotions, providing the employee has the skills, ability, licenses and qualifications to do the job in question, and as set out in this agreement.

A seniority list will be maintained and recognized by the Employer as follows:

- i) All permanent full-time and permanent part-time employees employed by the Employer at the inception of this collective agreement shall be placed on the seniority list recognizing their past service with Employer since the date of last hire, subject to Article 10.01(b).
- ii) All new permanent full-time and permanent part-time employees shall, after the completion of their probationary period, have their start date of employment as their seniority date, subject to Article 10.01(b).
- (iii) One (1) year of seniority shall equal 1820 hours for employees who normally work thirty-five (35) hours per week, and 2080 hours where the normal hours of work are forty (40) hours per week.
- (iv) An up-to-date seniority list shall be posted on the bulletin board, with a copy sent to the Union, in January and July of each year.

(B) **EFFECT OF ABSENCE**

- (i) It is understood that during an approved unpaid absence not exceeding thirty (30) continuous days or any approved absence paid by the Employer, both seniority and service will accrue.
- (ii) During an unpaid absence exceeding thirty (30) continuous calendar, days, credit for seniority and service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere, shall be suspended for the period of the absence in excess of thirty (30) continuous calendar days, the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary

date adjusted accordingly.

Subject to the terms and eligibility requirements of the Town's insurance carrier, an Employee on an Unpaid Leave of Absence may continue benefits coverage by paying the total monthly cost to the Employer by the fifteenth (15) day of each month or prior to the due date, if so, arranged with the Benefits Administrator. Said arrangements are to be in writing. If payment is not received, the employer shall contact the Employee and notify them that benefits shall be terminated on the 1st day of the month following if payment is not received in a reasonable period of time. The right to continue benefits will continue for a period of twenty-four (24) months from the date of the absence.

Notwithstanding the preceding paragraph the Employer will continue to pay its share of the premiums up to twelve (12) months while an employee is in receipt of WSIB benefits. Such payment shall also continue while an employee is on paid sick leave (including the Employment Insurance Period), or where otherwise required by law.

- (iii) It is further understood that during such unpaid absence, credit for seniority for purposes of promotion, demotion, transfer or lay-off shall be suspended and not accrue during the period of absence. Notwithstanding this provision seniority shall accrue for the duration of the absence, if an employee's absence is due to a disability resulting in WSIB benefits\*, or while an employee is on paid sick leave (including the Employment Insurance Period), or where otherwise required by law.

## **10.02 PROBATIONARY PERIOD**

- a) All employees hired shall complete a probationary period to determine their suitability for this position. The standard probationary period shall be six (6) months in duration of actively being at work.
- b) A performance review at the end of the six (6) month probationary period.
- c) The probationary period may be extended by the Employer up to three (3) months.
- d) It is with mutual understanding that despite the probationary period completion, step increases remain as per the current 'Schedule A' annual increases and successful performance evaluation requirements.
- e) During the probationary period, the employee shall be entitled to all the rights and privileges of this collective agreement, as specifically set out elsewhere in the Agreement, except with respect to discharge. It is expressly acknowledged that

the Employer may terminate a probationary employee without cause if the Employer has no need for the employee or considers the employee to be in any way unsuitable for or unacceptable in the position. The employment of a probationary employee may be terminated at any time during the probationary period without recourse to the grievance procedure, unless the Union can identify the termination was an act of discrimination, as set out in Article 20.01– General.

### **10.03 LOSS OF SENIORITY**

An employee shall lose seniority and their employment shall terminate in the event:

- (1) They are discharged and is not reinstated through the grievance procedure.
- (2) They resign or retire, in writing.
- (3) They are absent from work without reasonable cause in excess of three (3) working days without notifying the Employer, unless it was not reasonably possible to do so.
- (4) They are laid off for a period in excess of twelve (12) months.
- (5) They fail to indicate to the Employer, within (5) five calendar days of receiving notification by Registered Mail of recall, that they will return to work within fourteen (14) calendar days of the receipt of such notice, unless such failure is for good reason.

## **ARTICLE 11 - PROMOTIONS AND STAFF CHANGES**

11.01 Where a new full-time position is created by the Employer within the bargaining unit, or where the Employer determines that a vacancy exists, a notice of vacancy will be posted for a period of seven (7) calendar days on the corporate electronic job posting board and provide notice of such position by way of a digital format for a period of seven (7) calendar days to notify employees of the new position or vacancy and to invite written application within the time period. A copy of such notice shall be given to the union.

The Employer may post/advertise a position outside concurrently, or where there are no qualified Bargaining Unit Employees. In addition, the Employer reserves the right to withdraw a posting at any time including after the termination of the seven (7) calendar day posting period.

11.02 Outside applicants will not be considered before bargaining unit members

are considered for the posting.

### **11.03 METHOD OF MAKING APPOINTMENTS**

Applicants for posted positions will be reviewed based on their skill, ability, qualifications and required licenses. Where these factors are relatively equal between two (2) or more candidates, the most senior applicant will be awarded the job.

### **11.04 TRIAL PERIOD**

A successful internal applicant for a job posting will be placed on a trial period for three (3) months, excluding the Facility Operators, who will be placed on a trial period for six (6) months. Conditional on satisfactory service, the employee shall be declared to be in the position after the trial period.

In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new position, the employee shall be returned to their former position, wage or salary rate, without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to their former position, wage or salary rate, without loss of seniority. The return of those employees to their former positions, etc. as aforesaid, shall not be the subject of a grievance.

If there is more than one candidate for the original position, it will be offered to the next candidate meeting the requirements of the position.

### **11.05 CLASSIFICATIONS**

Job classifications are set out in Schedule "A" of this Agreement.

## **ARTICLE 12 - LAY-OFFS AND RECALLS**

### **12.01 LAY-OFF AND REHIRING PROCEDURE**

Both parties recognize that job security should increase in proportion with length of service. Therefore, in the event of a lay-off, employees shall be laid off in the reverse order of their seniority, within their Department, and provided that the employees remaining have the required skills, qualifications, abilities and licenses are required to perform the work required. Employees shall be recalled in the order of their seniority providing they have the skills, qualifications, ability and licenses required to perform the work.

## 12.02 **NO NEW EMPLOYEES**

The Employer will not hire new employees into the bargaining unit where a bargaining unit employee is on layoff, provided such employee on layoff is willing, able, licensed and qualified to do the work required.

## 12.03 **NOTICE OF LAY-OFF**

The Employer shall notify employees who are to be laid off fourteen (14) calendar days before the lay-off is to be effective. Where the layoff is a permanent or long-term layoff, notice shall be in accordance with the *Employment Standards Act 2000*, but shall be no less than fourteen (14) calendar days.

If the employee laid off has not had the opportunity to work their scheduled shifts that would fall during the notice period, they shall be paid in lieu of work for that number of days during which work was not made available.

## 12.04 **BENEFITS ON LAY-OFF**

The right of laid off full time employees to benefits for Medical, Dental and life Insurance under this agreement, if they otherwise qualify, shall continue to the last day of the month following the month of the layoff. This provision does not relate to or apply to employees who do not otherwise qualify for benefits.

## 12.05 **BUMPING**

- a) A Full-Time employee who is laid off from their job may elect to be laid off (subject to applicable notice requirements) or to bump into another bargaining unit classification as set out below in (b).
- b) An employee who is unwilling to be laid off may bump into any job classification with an equal or lower rate of pay that is occupied by an employee with less seniority subject to the following:
  - (i) The employee exercising the right to bump must have the skills, qualifications, licenses and ability to perform the job without training other than an orientation.
  - (ii) The employee exercising the right to bump must have more seniority than the employee being bumped.

- (iii) If there is more than one employee in the job classification it shall be the least senior employee with the same hours who is bumped.
- (iv) No new employees will be hired in the bargaining unit until those on lay-off have been recalled, providing the recalled employee has the skills, qualifications and ability to perform the work required.

**c) RECALL**

- (i) Recall may be to the same classification, if available, or any other classification in the bargaining unit, providing the employee has the skills, qualifications, licenses and ability to perform the work required without training other than orientation.
- (ii) In the event the recall is of temporary nature, with a specific and known end date, no further notice of lay-off need be given when the work to which the employee is recalled comes to an end. Employees are not required to accept any recall to a temporary position.
- (iii) Employees recalled must give written notice of acceptance or refusal within five (5) calendar days.

**ARTICLE 13 - HOURS OF WORK**

13.01 The normal hours of work are as follows, it being understood that for each of the following, nothing herein shall constitute a guarantee of the hours of work per day, or week, or of the starting times or the stopping times.

The normal hours of work for all employees based at Town Hall in the Finance Department, Recreation & Community Services Department and the Planning & Community Development Department is Monday to Friday – 8:30 a.m. to 4:30 p.m. with a one (1) hour unpaid lunch.

Municipal Law Enforcement Officer (MLEO), Events Coordinator and Curator Assistant-Museum Program Coordinator:

1. The normal hours of work for the above noted positions shall be seven (7) hours per day with a one (1) hour unpaid lunch for the MLEO and Events Coordinator, and thirty (30) minutes for the Curator Assistant-Museum Program Coordinator.
2. The Town may schedule these positions to work a shift of not more than ten (10) hours per day.

3. The employee shall receive two (2) consecutive days off within a seven (7) day period and there will be no split shifts.
4. The Town will provide the effected employee with one (1) week notice of any changes to their normal scheduled hours. If the corporation fails to give one week notice to an employee, all hours worked outside the scheduled normal hours shall be considered overtime in accordance with Article 14.01.
5. A Letter Of Understanding (LOU) will be provided to the Union if hours of work are required to be adjusted pertaining to the Events Coordinator position.
6. All hours worked outside of the employees seventy (70) hour pay period or a ten (10) hour scheduled shift, shall be paid in accordance with the applicable overtime rate and may be taken as overtime pay or in lieu as established in Article 14.

The normal hours of work for the Employees based at the Public Works Office is Monday to Friday – 8 a.m. to 4 p.m. with a one (1) hour unpaid lunch.

The normal hours of work for the employees based in Arena/Parks in the Recreation and Community Services Department are 40 hours per week consisting of varied shifts, typically five 8-hour shifts per week, with a half hour unpaid meal break, and a half hour paid rest break or two 15-minute paid rest breaks per regular shift.

## **ARTICLE 14 - OVERTIME**

### **14.01 OVERTIME DEFINED**

Overtime to be calculated on a daily basis at the rate of 1.5 times for hours worked over and above the regular seven (7) or eight (8) hours scheduled shift.

### **14.02 OVERTIME SATURDAY OR SUNDAY OR STATUTORY HOLIDAY**

If a Full-Time employee is required to work on a Saturday, such employee will receive overtime at the rate of one and one-half (1.5) times their regular hourly rate of pay. Overtime shall be compensated at double time (2X) for work on a Sunday or statutory holiday.

### **14.03 OVERTIME PRE-APPROVED**

All overtime work performed must be pre-approved by a Supervisor or Manager as the case may be.

### **14.04 Overtime rates shall be at time and one-half regular rate unless otherwise provided**

in this agreement.

- 14.05 Overtime shall be compulsory when requested during emergencies. In case of emergency, the seniority list shall not prevail.
- 14.06 Overtime shall be paid at the end of the pay period in which the overtime was actually worked.
- 14.07 When an employee has worked overtime prior to the start of the next regular shift and the work continues into their scheduled shift, when the required work is completed and the supervisor approves at their sole discretion, the employee may leave the remainder of the regular shift and overtime will be paid based on the definition and example in Article 14.09.

14.08 **ON CALL DUTY**

- a) "On Call Duty" is defined as that duty performed by Employees who are required to be readily available within one (1) hour by means of normal driving conditions of their normal place of reporting to work.

- b) **Call-In Schedule**

The Employer will schedule a rotational "On Call Duty" for the Parks/Arena Full-Time Employees.

Employees will be bypassed on the call-in schedule in the event their working would conflict with limits set by applicable provincial legislation.

- c) Such employee so assigned shall be paid in addition to their normal rate of pay:

\$27.00 per day effective January 1, 2024

\$28.00 per day effective January 1, 2025

\$29.00 per day effective January 1, 2026

- d) An Employee who performs On Call Duty will be supplied with a cell phone. The On Call Employee will be responsible to ensure that their cell phones are turned on, charged and in proper working condition and that the Employee can be reached when called.
- e) An Employee who performs On Call Duty shall ensure that they are able to respond to a call at all times, including the ability to drive a Vehicle.
- f) One employee shall be placed "On- Call" in each week unless the parties agree otherwise.

- g) When an On Call -Employee is called out by an alarm or otherwise, the time will commence when they reach their normal job starting location and will end at the end of the work assignment or at the time they return to the job starting location, whichever is later. The minimum allowance for a call-out is three (3) hours pay at the applicable overtime rate. Overtime is calculated on a daily basis at the rate of 1.5 times. Sunday's and Statutory Holidays rate of overtime will be double time.
- h) An employee cannot claim more than one call-out in any three (3) hour period.
- i) Where the call-out occurs less than three (3) hours in advance of the normal start time, the employee will only receive premium pay for the hours worked prior to the regular start time.

#### 14.09 **ACCUMULATED LIEU TIME**

Notwithstanding 14.06 Employees may bank up to seventy (70) replenishable hours (for those who work 35 hours per week) or eighty (80) replenishable hours (for those who work 40 hours per week) of overtime credit earned commencing at the beginning of the calendar year and shall be able to draw on the bank over the calendar year. Any credits in excess of the respective seventy (70) or eighty (80) hours shall be paid. Any hours remaining in the bank at the end of the year will be paid out in the first pay of the following year.

"Overtime credit earned" is defined as the hours worked multiplied by the applicable overtime rate. For example, 5.4 hours of overtime multiplied by the rate of 1.5 times equals 8.1 hours of overtime credit.

Time off in lieu may be taken upon the approval of the Senior Manager or designate. The time off in lieu shall be debited against the person's bank and shall not exceed the amount credited.

An employee will receive payment at their normal rate for any accumulation of overtime hours remaining in their normal bank on December 31.

- 14.10 Employees will not gain or lose hours as a result of the time changes in the fall and in the spring.

## **ARTICLE 15 - PAID HOLIDAYS**

### **15.01 STATUTORY HOLIDAYS**

The following shall be recognized by the Employer as Statutory Holidays for which all Full Time Employees covered under the current Collective Agreement shall receive regular salaries:

NEW YEAR'S DAY	FAMILY DAY
GOOD FRIDAY	EASTER MONDAY
VICTORIA DAY	CANADA DAY
CIVIC HOLIDAY	LABOUR DAY
THANKSGIVING DAY	REMEMBRANCE DAY
CHRISTMAS DAY	BOXING DAY

Where another day is proclaimed by the Federal, Provincial or Municipal Government as a Statutory Holiday, the parties will meet to determine which of the above noted days, if any, are replaced.

### **15.02 HOLIDAY FALLING ON A WEEKEND**

If a holiday listed above falls on a Saturday or Sunday, the Statutory Holiday will be observed on the following Monday, or such other day as agreed upon by the Employer and the Union.

### **15.03 PERSONAL DAY**

In addition to holidays listed above, employees hired on or before December 25, 2007 will receive one (1) personal day each calendar year. This day is to be taken at a mutually agreeable time between the employee and their Supervisor. Employees hired after that date will not be eligible for this personal day. Personal days not used in any calendar year will be forfeited.

### **15.04 HOLIDAY DURING VACATION**

If a holiday listed above falls during an Employee's vacation, the Employee shall be granted a day in lieu thereof.

### **15.05 HOLIDAY PAY**

An employee who works their regularly scheduled shift immediately prior to the holiday and their regularly scheduled shift immediately following the holiday, unless the failure to do so is for reasonable cause, is entitled to holiday pay.

Holiday pay will be computed on the basis of the employee's regular straight time hourly rate of pay times the employee's normal daily hours of work.

**15.06 CHRISTMAS BREAK**

When Council decides that operations are closed between Christmas and New Year's, with the exception of the Statutory Holidays, all office staff will be allowed to have the time off unpaid.

In addition to the Statutory Holidays listed in Article 15.01, Employees will receive 1/2 day on Christmas Eve (last working day) and 1/2 day on New Year's Eve (last working day) which represents one (1) paid day.

15.07 Employee's receiving Extended Sick leave benefits will only qualify for one holiday per incidence of illness. Employees absent on any unpaid leave in excess of thirty (30) calendar days will not qualify for holiday pay.

**ARTICLE 16 - VACATION**

16.01 All Employees shall be granted vacation time during each calendar year. The amount of vacation is dependent on the full-time years of service with the Town. Years of service shall be calculated as of January 1<sup>st</sup> of each year.

On commencing employment, an employee shall be credited with pro-rata vacation for the balance of the calendar year, but shall not be permitted to take vacation until they have completed three (3) months of continuous service.

Vacation entitlement shall be as follows:

- less than one year two (2) weeks prorated.
- After one year three (3) weeks of the employee's regular weekly pay excluding premiums and overtime
- After seven years four (4) weeks of the employee's regular weekly pay excluding premiums and overtime
- After twelve years five (5) weeks of the employee's regular weekly pay excluding premiums and overtime

After twenty years six (6) weeks of the employee's regular weekly pay excluding premiums and overtime.

#### A. VACATION ENTITLEMENT

An Employee shall be credited with their vacation for a calendar year at the commencement of each calendar year. However, an Employee shall not take more than two (2) weeks of combined previous year carryover vacation and current year vacation entitlement in the first quarter of the year.

Requests for preferred vacation dates shall be submitted by January 31<sup>st</sup> and confirmed by February 28<sup>th</sup>. Employees seeking time off in January, February or March must submit request by November 30<sup>th</sup> of the previous year. All requests shall be dealt with on a seniority basis.

In scheduling vacation, the Employer shall ensure that operational requirements are met and that a sufficient number of qualified personnel are available to provide the required level of service.

Posted vacation schedules may not be changed without the prior consent of both parties.

In the event of a conflict arising between two (2) or more employees as to when they take their vacation, the most senior employee shall have the preference provided such requests are submitted by January 31<sup>st</sup>. After January 31<sup>st</sup>, vacation will be allocated on a first come first serve basis.

If a holiday, as provided for in Article 15.01 falls or is observed during an employee's approved vacation period, the holiday will be observed and paid for on the date it falls or is designated and the employee will not be charged a vacation day on that day.

#### B. CARRY OVER VACATION

A maximum of two weeks (10 working days) vacation may be carried over to the following calendar year upon written approval of the Senior Manager and CAO. The Employee shall submit a Carry over Vacation Request Form no later than November 30<sup>th</sup> and the Employer will respond within three (3) weeks. The carry over vacation shall be used by

March 31<sup>st</sup> of the next year and the intended dates to use them must be noted on the Vacation Request Form.

Any vacation not carried over at the end of the calendar year shall be paid out to the Employee no later than January 15<sup>th</sup> of the following year.

Requests submitted in the designated manner will be given due consideration by the Employer. The Employer will exercise its discretion to grant or refuse the request. Such requests shall be granted on a seniority basis not on a first come first serve basis, nor will they be unreasonably denied.

Carryover of any vacation entitlement in excess of ten (10) working days requires written approval from the Senior Manager and CAO.

Notwithstanding the above, employees in this bargaining unit that are within two (2) years of retirement are entitled to carry over more than ten (10) vacation days to the next year. Specifically, such employees can carry over a maximum of twenty (20) days in the two (2) years prior to retirement and twenty (20) days in the year prior to retirement. These banked days can be used immediately prior to the employee's official retirement date.

#### C. OCCASIONAL DAYS OFF

Whenever possible, vacation entitlement should be taken in blocks of at least one (1) week. Employees may however request occasional days off as vacation. All vacation day requests must be approved by the Senior Manager and Supervisor taking into account staffing coverage and customer service needs.

All requests for occasional days off should be made at least two (2) days prior to the date the Employees wishes to be off. This will provide time for the Senior Manager and Supervisor to review the work schedule and determine whether the request will be approved.

#### 16.02 VACATION PAY ON TERMINATION

An employee terminating their employment at any time during the calendar year, before they have had their vacation, shall be entitled to a payment in lieu of such vacation so that they will receive payment for any unused vacation to which they were entitled in the current calendar year.

#### 16.03 HOSPITALIZATION WHILE ON VACATION

In the event that an employee is confined to hospital during their vacation, they shall be permitted to reschedule that portion of their vacation period for which they were

hospitalized. The time spent in the hospital shall be deemed to be sick leave and shall be dealt with in accordance with Article 19 – Sick Leave. The rescheduled vacation or part thereof shall be at a mutually agreed upon time.

In order to qualify for rescheduled vacation, an employee must notify the Employer as soon as reasonably practicable of their hospitalization and shall submit a medical doctor's certificate as to the reason for and duration of the hospitalization if requested at the employer's expense.

The foregoing right to reschedule vacation shall not apply in the event that an employee's hospitalization arises as a result of an accident or incident occurring while they are working for another employer.

## **ARTICLE 17 - LEAVES OF ABSENCE**

### **17.01 GENERAL LEAVE**

- (a) Leave of absence without pay, and without loss of seniority, may be granted upon written request to the C.A.O. by any employee concerned; or by any employee elected or appointed to represent the Union at union conventions, provided such absence does not interfere with Employer work.
- (b) During an approved leave of absence without pay exceeding four (4) weeks, payment of benefits shall be the responsibility of the Employee.
- (c) During an approved leave of absence without pay the Employee will only continue to accrue such benefits (sick time, vacation entitlement, etc.) as may be required under the *Employment Standards Act, 2000*.

### **17.02 BEREAVEMENT LEAVE**

- a) An Employee shall be granted five (5) days leave of absence with pay for scheduled days missed during the leave in the event of the death of an immediate relative -- meaning:  
"Immediate family" for the purpose of Article 17.02(a) means the employee's parents, stepparents, foster parent, spouse, common-law-spouse, same-sex partner, child, step-child, foster child, brother, sister.

The leave shall be for five (5) consecutive days, one of which shall be the day of the funeral or interment. In the case of a later interment or celebration of life, the Employee must use one of the five (5) days allocated for bereavement. The Employee shall be paid for each of these days of absence that they were scheduled to work.

- b) An Employee shall be granted three (3) days leave of absence with pay for scheduled days missed in the event of the death of:

Parent in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, step-grandparent, grandparent in-law, grandchild, niece or nephew (immediate)

The leave shall be for three (3) days, one of which shall be the day of the funeral or interment. In the case of a later interment or celebration of life, the Employee must use one of the three (3) days allocated for bereavement. The Employee shall be paid for each of these days of absence.

- c) An Employee shall be granted one (1) day leave of absence with pay to attend the funeral of:

Aunts/Uncles (immediate) Niece or Nephew (step), cousin (immediate) ,step-grandchild.

- d) An Employee shall not be entitled to benefits under the provisions of this policy when the Employee fails to provide the Senior Manager or C.A.O with reasonable proof of death, or of attendance at the funeral upon request.

- e) It is understood that where an employee experiences a loss that is covered by the above, and they are off on vacation, they may request to have such time converted to bereavement leave. An employee shall not receive paid bereavement leave while on any other authorized leave of absence, maternity or parental leave or compensable or non-compensable illness or accident.

### 17.03 **PREGNANCY OR PARENTAL LEAVE**

The provisions of the *Employment Standards Act, 2000* shall apply to the granting of Pregnancy or Parental Leave. During such leave, seniority, service and benefits shall continue to accrue. Statutory holidays will not be paid, and Vacation Pay will not accrue during Pregnancy/Parental Leave.

### 17.04 **JURY AND WITNESS LEAVE**

An Employee called for jury duty or subpoenaed as a witness in a case in which the Crown is a party shall receive their regular pay for the day(s) of required attendance and shall remit the jury or witness fees to the Employer.

### 17.05 **UNION CONVENTIONS**

- a) Leave of absence without pay and without loss of seniority may be granted to an employee, upon written request to the employee's immediate exempt supervisor at least three (3) weeks prior to the requested leave along with written approval from a Union Executive Member, to attend Union conventions, seminars, CUPE Executive and Committee meetings, and meetings of CUPE's affiliated or chartered bodies. Approval of such leave, up to a maximum of one (1) employee per Unit at any given time, is subject to operational requirements and the need to ensure sufficient personnel are available to provide the required level of service. Such leave of absence shall not be unreasonably denied.
- b) The maximum number of days which shall be granted for each Agreement year is twenty (20) days in aggregate for the unit. During such leave, the Employer shall keep the employee's pay whole and the Union shall reimburse the employer for same.

## **ARTICLE 18 - EMPLOYEE BENEFITS**

All Full-time Employees may participate in the various benefit plans in accordance with the terms and conditions of the Employer self-funded benefits (STD; Semi-private; and Eye Examination top-up) and the Town's Group Benefits Insurance Carrier. The qualifying period for benefits coverage shall be established at the time of hire and shall not exceed three (3) months of full-time employment.

The following benefits are provided in accordance with the terms and conditions of the Carrier:

### **18.01 LIFE INSURANCE PLAN**

All full-time employees, after completion of the qualifying period set out by the Carrier, are eligible for an amount of term life insurance equal to twice the employee's annual salary (hourly rate times 1820 hours or 2080 hours, as the case may be). The Employer shall pay 100% of the premiums.

### **18.02 ACCIDENTAL DEATH & DISMEMBERMENT PLAN**

All employees, after completion of their qualifying period, are eligible for an amount of A.D. and D. equal to twice the employee's annual salary (hourly rate times 1820 hours or 2080 hours, as the case may be) to the maximum as set by, and in accordance with the terms of the Carrier. The Employer shall contribute 100% of the premiums.

### **18.03 LONG TERM DISABILITY PLAN**

The Employer will continue to pay one hundred percent (100%) of the cost for employees who have completed their qualifying period for LTD coverage in accordance with the terms of the Carrier. Such coverage shall commence after a period of one hundred and twelve (112) days of illness.

If approved by the Carrier, commencing after a continuous period of one hundred and twelve (112) days of illness, the employee shall cease to receive Extended Sick Leave benefits from the Employer and shall commence receiving benefits under the Long-Term Disability Plan.

The employee shall receive a monthly income equal to sixty-six point-seven percent (66.7%) of earnings to a maximum of \$9,000 per month. Payment will continue until recovery, death, or the attainment of age 65, whichever is the earlier, or as otherwise determined by the Carrier.

The Employer will continue to pay 100% of the cost of the premiums of the extended health, life (including A. D. & D.) and dental benefits in which an employee was participating at the time of their accident or illness, for an employee on LTD for a period of up to two (2) years from the initial date of absence (not the date LTD coverage commences), or the time at which the employee is terminated due to frustration of contract, or retires which ever is the earlier.

An employee on Long Term Disability ceases to earn vacation pay, or any other benefit except as expressly provided herein.

#### 18.04 **OTHER BENEFITS**

Full-time employees, after completion of the qualifying period as determined by the Carrier, and subject to eligibility criteria and limits are eligible for the following benefits.

##### (I) **EXTENDED HEALTH BENEFITS**

The Employer shall provide an Extended Health Benefits Plan providing 100% payment (with no deductible amounts) for the eligible medical expenses set out by the Carrier incurred by the employee and their eligible dependants.

Paramedical coverage as defined by the Carrier shall provide coverage for each covered practitioner to a level of:

\$450 effective January 1, 2024

\$475 effective January 1, 2025

\$500 effective January 1, 2026

(a) **OUT OF PROVINCE COVERAGE**

The Extended Health Benefits Plan will also provide to the eligible employee and his/her eligible dependents Out of Province Medical Coverage on a reimbursement basis in accordance with the terms and conditions of the Carrier.

(b) **VISION CARE**

The maximum amount payable for both lenses and frames will be

\$475 effective January 1, 2024

\$500 effective January 1, 2025

\$525 effective January 1, 2026

Vision care plan, providing maximum reimbursement as laid out above every two calendar years for each insured person retroactively to January 1<sup>st</sup> 2023.

If damage occurs while at the workplace within the same 24-month period, the Employer shall compensate the covered Employee for the replacement of their damaged eyeglasses including both frames and lenses, provided such claim is submitted to the Benefits Administrator on approval of the CAO.

In addition to this coverage, the Vision Care Benefits includes reimbursement to the employee and their dependents coverage for eye examinations in the amount of up to \$60 per calendar year. In the event that the cost of the eye examination exceeds \$60 and no other coverage is provided (e.g. spousal coverage), the Town will reimburse up to an additional \$65 per employee and their dependents for eye examinations per calendar year on a reimbursement basis upon proof of payment.

(C) **SEMIPRIVATE HOSPITAL COVERAGE**

The Employer will provide to the employee, and to their dependents in the event of family coverage, Semi-Private Hospital coverage on the basis of an in-house, self- insurance plan. The Employer shall pay 100% of the cost of Semi-Private Hospital coverage on the basis of reimbursement of costs incurred.

(II) **DENTAL BENEFIT PLAN**

Subject to the terms and conditions of the Carrier, the Employer shall provide a Dental Benefit providing 100% payment for General Practitioners and Specialists dental expenses and 50% for Major dentistry expenses as approved by the Plan, at the rates established by the current ODA fee schedule.

Orthodontia – coverage shall be provided as follows:

Coverage is for dependent children under 21 years of age, \$0 deductible, 75/25% co-insurance, \$3,000.00 lifetime maximum per person.

Dental exam period shall be 9 months from last exam.

Fluoride Treatment shall only be provided to those under the age of eighteen (18).

#### **18.05 SUSPENSION OR TERMINATION OF BENEFITS**

Except as noted in 18.06 below, the above noted benefits set out in Article 18, except for LTD, will continue until the end of the month in which an indefinite layoff occurs or until the age of sixty-five (65), at which point all benefits coverage shall cease. In accordance with current Carrier policies, all benefits coverage ceases at age sixty-five (65).

#### **18.06 CONTINUATION OF BENEFITS**

Premiums for the Extended Health Care Plan and the Dental Benefit Plan coverage shall continue to be paid for employees who retire before the age of sixty-five (65) based on the scale set out below to a maximum of five years, up to the date the employee reaches their 65<sup>th</sup> birthday or whichever occurs first.

5 years of service	1 year paid benefits
10 years of service	2 years paid benefits
15 years of service	3 years paid benefits
20 years of service	4 years paid benefits
25 years of service	5 years paid benefits

**18.07** Notwithstanding the wording in any benefits provisions in this agreement, the parties agree that the Employer is not the Carrier for the purposes of benefits (with the exception of its self-administered plans -STD; Semi-private; and Eye Examination top-up) and takes on role in the provision of benefits save and except to ensure that benefits are available to employees as described in this agreement, in accordance with the terms

of the Carrier, and to pay the premiums as set out herein. Accordingly, any dispute in respect of the provision of benefits (with the exception of its self-administered plans - STD; Semi-private; and Eye Examination top-up) is a matter between the employee and the Carrier and is not grievable under this agreement.

#### **18.08 EMPLOYEE ASSISTANCE PROGRAM**

The Employee Assistance Program remains in effect as long as employed by the Employer.

18.09 The Employer reserves the right to change insurance carrier(s) from time to time, provided sixty (60) days advanced notice is given to the union of such change and the benefits and present practices are substantively similar to the existing benefits and practices. Such benefits shall not diminish on overall basis.

#### **18.10 WORKERS SAFETY & INSURANCE BOARD COVERAGE (WSIB)**

- a) Any Employee who is off work as a result of an injury or illness received or contracted during the performance of their job and for which they are entitled to receive WSIB benefits shall receive pay during their absence from WSIB.
- b) In the event that the Employer continues to pay the employee directly during their WSIB related absence, any compensation paid by WSIB must be remitted to the Town.
- c) The Town will top up the Employee's pay to 100% of their regular net pay over and above any payment by WSIB for a period of up to one (1) calendar year from the initial date of absence.
- d) Probationary employees are entitled to WSIB protection only, with no top up payment by the Town.
- e) The Employer will continue to pay 100% of the premiums for life insurance, AD&D, medical, dental, LTD benefits and OMERS as may be applicable during any WSIB coverage.
- f) Vacation entitlement shall continue to be accrued during a WSIB leave.

### **ARTICLE 19 - SICK LEAVE**

#### **19.01 SICK LEAVE PLAN**

- (a) The Employer will pay 100% of salary for up to ten (10) sick days in a calendar year. If an employee takes any additional sick days under this paragraph in a calendar year after the ten (10) days have been used, they will not be paid. Where an employee becomes full-time after January 1 in any year, they shall have their sick entitlement under this section prorated (rounded to nearest half- day).

In the event that an employee is sick or injured for more than five (5) normal working days in a single period, they shall proceed to coverage under (b) below. Carry Over of Sick Days – Any sick days outlined in the paragraph above shall not be carried over into the next calendar year, nor will they be paid out to the respective employee.

Where an absence is required due to an occupational accident or illness the employee must make application to the WSIB system.

Where an employee is hospitalized or suffers an accident, they shall be entitled to access the Extended Sick Leave Coverage on the first day of absence as a result of the hospitalization or accident, and will not be required at that point to access sick leave credits under this paragraph.

Employees may use sick days to attend a medical appointment or provide care for an immediate family member defined in Sec. 17.02(a) or person for whom you act as a legal guardian or power of attorney for personal/elder care.

**(b) EXTENDED SICK LEAVE**

Where an employee remains ill after five (5) normal working days, or suffers an accident or is hospitalized, the Employer shall provide, or otherwise pay the premium for, an Extended Sick Leave Plan covering up to 107 days in one calendar year, subject to the employee producing a certificate from a qualified medical practitioner outlining the nature of the illness or injury on the form provided by the Employer, and the ability, if any, of the employee to work modified duties. The Employer shall reimburse the employee for the cost of the medical certificate upon producing a receipt for the cost of the certificate. All permanent full-time employees, having completed twelve (12) continuous full-time months of employment, who are unable to perform their duties, due to illness or injury after the period of absence set out in (a) above, shall be entitled to sick leave pay in accordance with the following schedule:

<b>Length of Service</b>	<b>Full Salary Wks.</b>	<b>66 2/3 Salary wks.</b>
<b>1 year but less than 2 years</b>	1	14

<b>2 years but less than 3 years</b>	2	13
<b>3 years but less than 4 years</b>	3	12
<b>4 years but less than 5 years</b>	4	11
<b>5 years but less than 6 years</b>	5	10
<b>6 years but less than 7 years</b>	6	9
<b>7 years but less than 8 years</b>	7	8
<b>8 years but less than 9 years</b>	8	7
<b>9 years but less than 10 years</b>	9	6
<b>10 years but less than 11 years</b>	10	5
<b>11 years but less than 12 years</b>	11	4
<b>12 years but less than 13 years</b>	12	3
<b>13 years but less than 14 years</b>	13	2
<b>14 years but less than 15 years</b>	14	1
<b>15 years or more of continues service</b>	15	0

(c) The Employer reserves the right to request medical clearance prior to an employee

returning to work from an accident or illness, including modified work duties.

- (d) Health and Welfare, and Vacation benefits will continue during the period of illness benefits provided above.
- (e) In the event that the Extended Sick Leave coverage paid by the Employer as outlined in 19.01 (b) is less than 100%, the Employee may request in writing to top up their income to 100% by drawing down:
  - i) Initially, any annual sick days remaining at the date of the extended sick leave;
  - ii) Then, any banked time remaining at the date of the extended sick leave;
  - iii) Finally, any annual vacation entitlement remaining at the date of the extended sick leave.

## **ARTICLE 20 - GENERAL**

### **20.01 NO DISCRIMINATION**

- a) The Employer and the Union agree there shall not be any discrimination practiced with respect to any employee by reason of Union activity on Employer time or property. Only such activity shall be permitted as is provided for in this agreement or otherwise in writing between the parties.
- b) The Employer and the Union agree that there shall be no violation of the Ontario Human Rights Code and/or the Occupational Health and Safety Act with respect to any employees in matters of hiring, wage rates, transfer, layoff, recall, discipline or discharge, nor by reason of their membership or activity in the Union.

### **20.02 BULLETIN BOARD**

The Employer shall provide a bulletin board which shall be placed so that all employees will have access to it and upon which the Union shall have the right to post work related notices of meetings and such other work-related notices as may be of interest to the employees that has been pre-approved by the employer. The Employer shall be provided with copies of posted notices. The Employer may also use the space for notices affecting employees.

- 20.03 All correspondence between the parties arising out of this Agreement or incidental thereto, shall pass to and from the C.A.O., or designate and the Secretary of the Local Union.

#### **20.04 CONTRACTING OUT**

No employees with seniority will be laid off due to the fact of the employer contracting out.

#### **20.05 CURRENT ADDRESS**

It shall be the responsibility of each employee to keep the Employer informed of their current address.

### **ARTICLE 21 - PENSION PLAN**

#### **21.01 PENSION PLAN O.M.E.R.S**

All full-time employees of the bargaining unit shall be enrolled in the OMERS Pension Plan as a condition of employment and in accordance with the terms of the plan.

All other eligible employees of the bargaining unit shall have the option to enroll in the OMERS Pension plan in accordance with the terms of the plan.

### **ARTICLE 22 - PAYMENT OF WAGES AND ALLOWANCES**

#### **22.01 PAY DAYS**

The Employer shall pay salaries and wages every two (2) weeks on Thursdays 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 their wages, overtime and deductions, also sick time, vacation and banked time credits.

#### **22.02 PAY EQUITY AND JOB EVALUATION**

The Employer is committed to maintaining Pay Equity and to maintaining compliance in accordance with law.

#### **22.03 SHIFT PREMIUM – EFFECTIVE RATIFICATION**

- a) There shall be no shift premium given to any employees, except as provided in this Section.

- b) If an employee works a shift, where the majority of the hours fall outside the hours of 6:00 a.m. and 6:00 p.m., Monday to Friday, the employee shall receive a shift premium of \$1.25 per hour, in addition to their regular hourly rate, for all hours worked. Shift premium is not payable in addition to overtime premium or call in.
- c) For the purposes of this article, the weekend commences at 12 am Saturday morning and would end on 12 am Monday morning.

#### **22.04 COMPRESSOR CHECKS ON STATUTORY HOLIDAYS**

The Full-Time Facility Operators who are required to work on a Statutory Holiday to complete compressor checks at the Arena, will be paid for 4 hours at double time in addition to their Statutory Holiday pay which may be banked or paid overtime in accordance with this policy unless such hours are worked as part of a Shift, Seasonal, Modified or Flex Work Schedule. When operators share this responsibility on a statutory holiday, they shall be compensated for one (1) hour for each check conducted at the same rate as above.

### **ARTICLE 23 - PRESENT CONDITIONS AND BENEFITS**

#### **23.01 NEW JOB ESTABLISHMENT AND RATE DETERMINATION**

When a job is to be established, or an existing job is substantially altered, which cannot be properly placed in an existing classification by mutual agreement, the Employer will establish a classification and rate. Written notification of the rate and classification will be furnished to the Union.

Within a thirty (30) calendar day period following such notification, the Union may make a request that the Employer negotiate the rate and classification for the newly established or substantially changed job. The negotiated rate if higher than the initially established rate shall be retroactive to the date the new job was established.

If no request has been made by the Union to negotiate the rate or classification within the thirty (30) day period, the rate and classification shall become part of this agreement.

If the Union and the Employer cannot agree on the new rate and classification, the disputed rate and/or classification may be referred to arbitration pursuant to Article 8. The arbitrator may only compare the skill, effort, responsibility and working conditions for the new classification against those factors of other classifications in the bargaining unit. If the arbitrator sets a new rate higher than the original rate, it shall be applied retroactive to the date of the establishment of the new rate and classification. It is specifically agreed that the arbitrator will have no authority to

alter or modify the existing rates and classifications when acting pursuant to this Article.

No Arbitration shall be applied for within six (6) months of the expiry of the Collective Agreement. The wage rate shall be an item of negotiations for the renewal of the Agreement in lieu of arbitration.

### **23.02 VOLUNTEERS FOR FIRE DEPARTMENT OR MUNICIPALITY**

Where an employee is also a volunteer for the fire services department, and receives a call while on duty with the municipality, the employee will notify the immediate supervisor for permission to respond. If permission is granted, it is understood that the employee will ensure that the site is left in a safe manner. The employee's remaining regular time and rate of the shift which was left will be paid by the municipality.

### **23:03 CORPORATION INITIATED TEMPORARY TRANSFERS AND APPOINTMENTS**

- a) When an employee is temporarily transferred or appointed by the Corporation to a position in a lower-paying job classification (e.g. to replace an absent employee), the employee shall continue to be paid at their regular rate.
- b) When an employee is temporarily transferred or appointed by the Corporation to a position in a higher-paying job classification, either inside or outside the Bargaining Unit, the employee shall be paid at the step in the higher paying range that, if annualized, corresponds to an increase in pay.

## **ARTICLE 24 - UNIFORMS**

24.01 The following full time Employees shall be provided by the Employer the following clothing to be worn as a uniform at all times when performing Town duties:

### **MUNICIPAL LAW ENFORCEMENT OFFICER**

#### **Regular Uniforms in Colour**

- 5 short or long sleeve shirts
- 1 golf shirt
- 5 pairs of pants or shorts
- 1 summer jacket
- 1 winter bomber jacket
- 2 winter sweaters

- 1 tie
- 1 belt
- 1 pair of CSA safety boots or summer shoes
- 1 pair of CSA safety boots for winter
- 1 hat (enforcement officer style)
- 1 pair of insulated boots
- 1 pair gloves
- 1 raincoat
- 1 wallet & 1 wallet badge
- 1 Provincial Offences Badge/ID
- 1 safety vest
- 1 pair of safety glasses (non-prescription)

### **EVENTS CO-ORDINATOR**

- 5 golf shirts with the Town logo
- Safety vest
- Safety rain coat/suit
- 1 pair CSA safety boots or shoes

### **FACILITY OPERATORS**

#### **Regular Uniforms Blue in Colour (except safety gear)**

- 2 golf shirts
- 3 safety t-shirts
- 2 sweatshirts
- 3 pairs of pants
- 2 pairs of shorts
- 3 pairs of gloves
- 1 coverall
- 1 parka
- 1 rain gear
- 1 town baseball cap or other hat (ie touque)
- 1 pair of CSA safety boots
- 1 pair summer rubber boots
- 1 pair of safety glasses (non-prescription)
- 1 CSA/ASTM helmet
- 1 touque with Town logo

#### **Asset Management Coordinator /GIS Technician**

- 1 safety raincoat/suit

- 1 Safety vest
- 1 pair of CSA approved boots
- 1 Hard hat
- 1 Touque
- 1 Baseball Cap
- 1 Pair of Gloves

### **Replacement of Items**

Replacement of individual items shall be on an as needed basis and authorized by the respective Senior Manager.

## **ARTICLE 25 - DURATION & TERM OF AGREEMENT**

### **25.01 TERM**

This Agreement shall be binding and remain in effect from the date of ratification of the Memorandum of Settlement until December 31, 2027 and shall continue from year-to-year thereafter unless either party gives the other party notice in writing of its desire to amend this Collective Agreement.

Any alteration or amendment of this agreement shall be in writing and shall be executed by both the Employer and the Union.

### **25.02 RETROACTIVITY**

If the signing of this agreement takes place after the termination of the previous Collective Agreement, all those employees employed by the Corporation on the date of signing of this Agreement shall receive full retroactive increase in pay and benefits, unless otherwise agreed to by the parties. Any employee who retired between the termination of the previous Collective Agreement and the ratification of this Agreement shall receive full retroactive increase in pay. All former employees shall be sent notice by the Employer at their last known address and will have thirty (30) calendar days from the date notice is sent to claim retroactive payments. The Union shall receive a copy of all notices sent to former employees.

**25.03 RENEWAL**

Notice to bargain not more than ninety (90) days and not less than thirty (30) days prior to the expiry of Collective Agreement.

Dated this 29<sup>th</sup> day of July, 2024

**CANADIAN UNION OF PUBLIC EMPLOYEES**

**THE CORPORATION OF THE TOWN OF  
PENETANGUISHENE**

M. Hill

C. G. G. G.

Y. M. King

Chabillard

Just Blahut

\_\_\_\_\_

**TOWN OF PENETANGUISHENE  
PAY GRID**

3.00%

Local 2380.08 Inside
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**APPENDIX "A"**

Effective January 1, 2024

HOURLY	Step 1	Step 2	Step 3	Step 4	JOB RATE Step 5
Level	85.50%	88.90%	92.50%	96.20%	100%
CU2	\$24.08	\$25.03	\$26.05	\$27.09	\$28.16
DU2	\$26.51	\$27.57	\$28.68	\$29.83	\$31.01
EU2	\$29.84	\$31.03	\$32.28	\$33.57	\$34.90
FU2	\$35.52	\$36.93	\$38.42	\$39.96	\$41.54

Effective January 1, 2024

SALARY	Step 1	Step 2	Step 3	Step 4	JOB RATE Step 5
Level					
CU2					
1820	\$43,826	\$45,555	\$47,411	\$49,304	\$51,251
2080	\$50,086	\$52,062	\$54,184	\$56,347	\$58,573
DU2					
1820	\$48,248	\$50,177	\$52,198	\$54,291	\$56,438
2080	\$55,141	\$57,346	\$59,654	\$62,046	\$64,501
EU2					
1820	\$54,309	\$56,475	\$58,750	\$61,097	\$63,518
2080	\$62,067	\$64,542	\$67,142	\$69,826	\$72,592
FU2					
1820	\$64,646	\$67,213	\$69,924	\$72,727	\$75,603
2080	\$73,882	\$76,814	\$79,914	\$83,117	\$86,403

35 Hour Work Week = 1820 Hours Per Year

40 Hour Work Week = 2080 Hours Per Year

**Job Classifications:**

CU2 N/A

DU2 PPT Cashier/Receptionist, Facility Operator; Curatorial Museum Assistant;  
PPT Facility Operator

EU2 Recreation & Community Services Administrative Support; Planning, Building & By-law Administrative Support;  
Cashier/Utility Accounting Clerk; Accounting Clerk; Public Works Administrative Support; PPT Firehall  
Administrative Support

FU2 Asset Manager/GIS Technician; Municipal Law Enforcement Officer; Events Co-ordinator;  
Tax Collector/Financial Analyst, Planner

**TOWN OF PENETANGUISENE  
PAY GRID**

2.70%

Local 2380.08 Inside
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**APPENDIX "A"**

Effective January 1, 2025

HOURLY Level	JOB RATE				
	Step 1	Step 2	Step 3	Step 4	Step 5
	85.50%	88.90%	92.50%	96.20%	100%
<b>CU2</b>	\$24.73	\$25.71	\$26.75	\$27.82	<b>\$28.92</b>
<b>DU2</b>	\$27.23	\$28.31	\$29.46	\$30.64	<b>\$31.85</b>
<b>EU2</b>	\$30.64	\$31.86	\$33.15	\$34.48	<b>\$35.84</b>
<b>FU2</b>	\$36.47	\$37.92	\$39.46	\$41.04	<b>\$42.66</b>

Effective January 1, 2025

SALARY Level	JOB RATE				
	Step 1	Step 2	Step 3	Step 4	Step 5
<b>CU2</b>					
1820	\$45,009	\$46,792	\$48,685	\$50,632	\$52,634
2080	\$51,438	\$53,477	\$55,640	\$57,866	\$60,154
<b>DU2</b>					
1820	\$49,559	\$51,524	\$53,617	\$55,765	\$57,967
2080	\$56,638	\$58,885	\$61,277	\$63,731	\$66,248
<b>EU2</b>					
1820	\$55,765	\$57,985	\$60,333	\$62,754	\$65,229
2080	\$63,731	\$66,269	\$68,952	\$71,718	\$74,547
<b>FU2</b>					
1820	\$66,375	\$69,014	\$71,817	\$74,693	\$77,641
2080	\$75,858	\$78,874	\$82,077	\$85,363	\$88,733

35 Hour Work Week = 1820 Hours Per Year

40 Hour Work Week = 2080 Hours Per Year

**Job Classifications:**

CU2 N/A

DU2 PPT Cashier/Receptionist, Facility Operator; Curatorial Museum Assistant;  
PPT Facility Operator

EU2 Recreation & Community Services Administrative Support; Planning, Building & By-law Administrative Support;  
Cashier/Utility Accounting Clerk; Accounting Clerk; Public Works Administrative Support; PPT Firehall  
Administrative Support

FU2 Asset Manager/GIS Technician; Municipal Law Enforcement Officer; Events Co-ordinator;  
Tax Collector/Financial Analyst, Planner

**TOWN OF PENETANGUISHENE  
PAY GRID**

2.50%

Local 2380.08 Inside
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**APPENDIX "A"**

Effective January 1, 2026

HOURLY Level	JOB RATE				
	Step 1 85.50%	Step 2 88.90%	Step 3 92.50%	Step 4 96.20%	Step 5 100%
CU2	\$25.34	\$26.35	\$27.42	\$28.51	\$29.64
DU2	\$27.92	\$29.03	\$30.20	\$31.41	\$32.65
EU2	\$31.41	\$32.66	\$33.98	\$35.34	\$36.74
FU2	\$37.39	\$38.88	\$40.45	\$42.07	\$43.73

Effective January 1, 2026

SALARY Level	JOB RATE				
	Step 1	Step 2	Step 3	Step 4	Step 5
<b>CU2</b>					
1820	\$46,119	\$47,957	\$49,904	\$51,888	\$53,945
2080	\$52,707	\$54,808	\$57,034	\$59,301	\$61,651
<b>DU2</b>					
1820	\$50,814	\$52,835	\$54,964	\$57,166	\$59,423
2080	\$58,074	\$60,382	\$62,816	\$65,333	\$67,912
<b>EU2</b>					
1820	\$57,166	\$59,441	\$61,844	\$64,319	\$66,867
2080	\$65,333	\$67,933	\$70,678	\$73,507	\$76,419
<b>FU2</b>					
1820	\$68,050	\$70,762	\$73,619	\$76,567	\$79,589
2080	\$77,771	\$80,870	\$84,136	\$87,506	\$90,958

35 Hour Work Week = 1820 Hours Per Year

40 Hour Work Week = 2080 Hours Per Year

**Job Classifications:**

CU2 N/A

DU2 PPT Cashier/Receptionist, Facility Operator; Curatorial Museum Assistant;  
PPT Facility Operator

EU2 Recreation & Community Services Administrative Support; Planning, Building & By-law Administrative Support;  
Cashier/Utility Accounting Clerk; Accounting Clerk; Public Works Administrative Support; PPT Firehall  
Administrative Support

FU2 Asset Manager/GIS Technician; Municipal Law Enforcement Officer; Events Co-ordinator;  
Tax Collector/Financial Analyst, Planner

**TOWN OF PENETANGUISHENE  
PAY GRID**

2.50%

Local 2380.08 Inside
-------------------------

**APPENDIX "A"**

Effective January 1, 2027

HOURLY Level	JOB RATE				
	Step 1	Step 2	Step 3	Step 4	Step 5
	85.50%	88.90%	92.50%	96.20%	100%
CU2	\$25.97	\$27.01	\$28.10	\$29.23	\$30.38
DU2	\$28.62	\$29.75	\$30.96	\$32.20	\$33.47
EU2	\$32.20	\$33.48	\$34.84	\$36.23	\$37.66
FU2	\$38.32	\$39.84	\$41.46	\$43.12	\$44.82

Effective January 1, 2027

SALARY Level	JOB RATE				
	Step 1	Step 2	Step 3	Step 4	Step 5
CU2					
1820	\$47,265	\$49,158	\$51,142	\$53,199	\$55,292
2080	\$54,018	\$56,181	\$58,448	\$60,798	\$63,190
DU2					
1820	\$52,088	\$54,145	\$56,347	\$58,604	\$60,915
2080	\$59,530	\$61,880	\$64,397	\$66,976	\$69,618
EU2					
1820	\$58,604	\$60,934	\$63,409	\$65,939	\$68,541
2080	\$66,976	\$69,638	\$72,467	\$75,358	\$78,333
FU2					
1820	\$69,742	\$72,509	\$75,457	\$78,478	\$81,572
2080	\$79,706	\$82,867	\$86,237	\$89,690	\$93,226

35 Hour Work Week = 1820 Hours Per Year

40 Hour Work Week = 2080 Hours Per Year

**Job Classifications:**

CU2 N/A

DU2 PPT Cashier/Receptionist, Facility Operator; Curatorial Museum Assistant;  
PPT Facility Operator

EU2 Recreation & Community Services Administrative Support; Planning, Building & By-law Administrative Support;  
Cashier/Utility Accounting Clerk; Accounting Clerk; Public Works Administrative Support; PPT Firehall  
Administrative Support

FU2 Asset Manager/GIS Technician; Municipal Law Enforcement Officer; Events Co-ordinator;  
Tax Collector/Financial Analyst, Planner

## LETTER OF UNDERSTANDING

**BETWEEN:**  
**THE TOWN OF PENETANGUISHENE (the "Employer")**  
And  
**CUPE AND ITS LOCAL 2380.08**  
**(THE "UNION")**

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The parties agree to amend Article 10.02 Probationary period retroactive to January 1, 2024.

### Article 10.02

- a) All employees hired shall complete a probationary period to determine their suitability for this position. The standard probationary period shall be six (6) months in duration of actively being at work.
- b) A performance review at the end of the six (6) month probationary period.
- c) The probationary period may be extended by the Employer up to three (3) months.
- d) It is with mutual understanding that despite the probationary period completion, step increases remain as per the current "Schedule A" annual increases and successful performance evaluation requirements.
- e) During the probationary period, the employee shall be entitled to all the rights and privileges of this collective agreement, as specifically set out elsewhere in the Agreement, except with respect to discharge. It is expressly acknowledged that the Employer may terminate a probationary employee without cause if the Employer has no need for the employee or considers the employee to be in any way unsuitable for or unacceptable in the position. The employment of a probationary employee may be terminated at any time during the probationary period without recourse to the grievance procedure, unless the Union can identify the termination was an act of discrimination, as set out in Article 20.01 – General.

Signed this 17<sup>th</sup> day of June, 2024

  
\_\_\_\_\_  
For the Union

  
\_\_\_\_\_  
For the Employer

## LETTER OF UNDERSTANDING

**BETWEEN:**  
THE TOWN OF PENETANGUISHENE (the "Employer")  
And  
CUPE AND ITS LOCAL 2380.08  
(THE "UNION")

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### RE: Holiday Shutdown

The parties agree to allow CUPE staff, who may be off over the holidays due to a shutdown of their facility, to accumulate enough hours to cover the annual office closure between Christmas and New Year's when applicable.

This letter of Understanding is applicable to staff whose facilities may be shutdown between Christmas and New Year's.

For the length of this Agreement, employees may begin accruing time off on January 1<sup>st</sup> of each year to cover the designated closure dates between Christmas and New Year's.

Vacation days must be used should employees wish to take time off before/after the designated holiday closure dates. To be clear, time will not be accrued under this program for the days that are not declared part of the holiday shutdown.

If approved by Council, dates for the holiday shutdown will be communicated by management to all staff once approved by Council.

Staff may only accrue the maximum number of hours required to cover the unpaid time off between Christmas and New Year's. The number of hours can differ from year-to-year.

This program will not apply should it be determined that the facilities remain open for the holiday season.

Hours accumulated in excess of the holiday shutdown, or not used during the holiday shutdown, will automatically be lost and will in no circumstances be paid out, carried over from one calendar year to the next or used as additional time off above and beyond this program.

Hours will not be accumulated while attending training, workshops, conferences, or seminars.

Hours cannot be used in advance of the holiday shutdown.

Vacation time and bank time must be depleted (unless the CAO has approved a carry over for special circumstances) before these hours can be used for the holiday shutdown. If there is a balance of vacation time or bank time, it will be used for the holiday shutdown and these hours will be lost.

If an employee resigns or is terminated, they are entitled to be paid for hours banked for the holiday shutdown,

These parameters will relate specifically to the holiday shutdown program and do not impact the treatment of pre-authorized overtime as stipulated in this collective agreement.

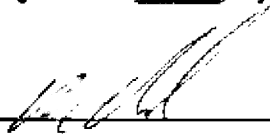
**Accrual Process:**

With the written pre-approval from their supervisor, staff may accrue straight time by working thirty- (30) minutes of their one (1)-hour lunch break. Staff must take a minimum of thirty (30)-minutes for their lunch break in accordance with the Employment Standards Act.

The Curator Assistant/Museum Program Coordinator, with the written pre-approval from their supervisor, may work extra hours for this purpose (at straight time) before or after work, as this position gets a thirty-(30) minute lunch break.

Extra hours worked must be clearly reported on the timesheet under the heading *Holiday Shutdown Program*.


Signed this 8<sup>th</sup> day of May 2024

  
\_\_\_\_\_

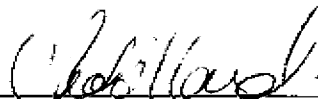
For the Union

  
\_\_\_\_\_

For the Employer

  
\_\_\_\_\_

For the Union

  
\_\_\_\_\_

For the Employer

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For the Union

\_\_\_\_\_

For the Employer

## **LETTER OF UNDERSTANDING**

### **BETWEEN:**

THE TOWN OF PENETANGUIHENE

(the "Employer")

And

CUPE AND ITS LOCAL 2380.08

(THE "UNION")

Re: Amend Schedule A – Recreation and Events Coordinator to Events Coordinator

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WHEREAS the Employer and the Union are parties to a collective agreement which expired on December 31, 2023;

AND WHEREAS the Recreation & Events Coordinator is within the scope of the Union's bargaining rights;

AND WHEREAS in order to maintain efficiency and maintain service levels within the Recreation and Community Services Department specific to Recreation and Events, the Employer has decided to restructure the role into two separate positions:

1. 1 non-union Recreation Supervisor position, and
2. 1 Events Coordinator – reporting to Recreation Supervisor.

### **NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:**

1. The Events Coordinator will remain within the scope of the Union's bargaining rights. The reference to "Recreation & Events Coordinator" in Schedule A of the Collective Agreement will be struck and replaced with "Events Coordinator".
2. The Union agrees that the Events Coordinator position will be classified as at FU2 and the pay grid will be the same as the previous Recreation & Events Coordinator position (currently \$34.48).
3. The Union agrees that the Recreation Supervisor will be excluded from the bargaining unit as a supervisory position.
4. The Union agrees that this change becomes effective once the Recreation Supervisor is in place, at which time the Recreation and Events Coordinator role will be changed to Events Coordinator.

5. This Letter of Understanding continues for the duration of the current collective agreement and the parties agree to include these changes in the renewal collective agreement, once complete.

Dated at Penetanguishene this 1st day of February, 2024

**CUPE AND ITS Local 2380.08**

Per:

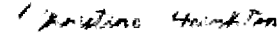


**For the Union**

Date: February 1, 2024

**Town of Penetanguishene**

Per:



**For the Employer**

Date: February 1, 2024