

COLLECTIVE AGREEMENT

BETWEEN

THE CORPORATION OF THE CITY OF KINGSTON

AND

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND IT'S LOCAL 109**

JANUARY 1, 2024 – DECEMBER 31, 2026

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ARTICLE 1 – PREAMBLE

It is the interest of both Parties to this Agreement:

- (a) To maintain the development of harmonious relations between the Employer and the Union.
- (b) To recognize the mutual value of joint discussions between employees and their supervisor.
- (c) To encourage efficiency in operations.
- (d) To promote high morale and wellbeing of all employees.

1.02 Both parties agree that the provisions contained in this Agreement apply to all employees as set out in Article 3.01.

ARTICLE 2 - MANAGEMENT'S RIGHTS

2.01 The Union acknowledges that it is the exclusive function of the Employer to:

- (a) Maintain order, discipline and efficiency;
- (b) Hire, select, discharge for just cause an employee who has completed the probationary period, classify, transfer, promote, or discipline employees.
- (c) Organize and direct in all respects, the service provided for the public and without restricting the generality of the foregoing to determine:
 - (i) The machines, tools, equipment and the materials to be used in any operation or series of operations;
 - (ii) The nature of the work to be done and methods of performing the said work;
 - (iii) The time schedule of operations; and
 - (iv) The method by which all municipal services are provided.

The Employer agrees that these management functions shall be executed in a manner consistent with the general purpose and intent of this Agreement.

ARTICLE 3 – RECOGNITION

- 3.01 The Employer recognizes the Canadian Union of Public Employees and Its Local 109 as the sole and exclusive bargaining agent for all employees of the Employer, save and except Supervisors, and those above the rank of Supervisor, all employees in the office of the Chief Administrative Officer and Commissioners, Human Resources Department, Information Technology Services Department and Mayor's Office (except the Secretary), all Administrative Assistants, Engineers, Project Managers, Driving Training Specialist, Operations Co-ordinator, Financial Planning Coordinator, Council Support Officer, Budget and Financial Analysts, Case File Auditor, Local Systems Support Specialist, Community Development Facilitator, Dietician, Manager of the Grand Theatre, Administrative Secretary, Rideaucrest Home, Articling Students, Law/Clerk Office Manager, Legal Secretary (Solicitor Work), Administrative Secretary (Finance), Communication Co-ordinator, Students and all employees in and excluded from other bargaining units of the Employer.
- 3.02 No employee shall be required or permitted to make any written or verbal agreement with the Employer or its representative, which may conflict with the terms of the Collective Agreement.
- 3.03 The Union agrees that the Employer may retain extra employees who are hired through Federal or Provincial Government Grant Programs with the understanding that such employees shall be covered by all of the terms of the existing Collective Agreement with the exception of seniority for the purpose of job security. Should an employee hired through one of these Grants be retained, the said employee's service date shall be their most recent date of hire under the Grant. If such Government Grant specifically states the hourly rate to be paid, then such employees shall be paid at that hourly rate, but all of the above conditions shall apply.
- The Employer further agrees that any such employee hired under this Article shall not cause:
- (a) The lay-off of an employee;
 - (b) The reduction of hours of an employee; and,
 - (c) A position, same as that occupied by an employee under this Article, being declared redundant.
- 3.04 When a new position is established and the Employer makes a determination whether a new position is to be included or excluded from the scope of this Agreement, the Employer will advise the Union in writing of same.

ARTICLE 4 – DEFINITIONS

4.01 "Probationary Period" for newly hired full time employees shall be a period of four (4) months' duration for each employee. For part-time employees the probationary period shall be an equivalent period translated into hours as follows:

Schedule 'A'	640 hours
Schedule 'B'	560 hours
Schedule 'C'	600 hours
Schedule 'D'	640 hours

or nine (9) months, whichever comes first. For part time Bus Operators, the probationary period shall be 960 hours or nine (9) months, whichever comes first.

During this period, performance and ability shall be determined. If during this period the employee or part-time employee is judged to be unsatisfactory, their employment shall be terminated at the sole discretion of the Employer without recourse to the grievance procedure.

The Employer may extend the probationary period by sixty (60) days for one occasion only for each employee, with notice to the Union. Probationary employees shall not be eligible to apply to posted positions.

4.02 The employer acknowledges the contributions of the full time and part time employees working for the City of Kingston.

4.03 "Full-time Employee" shall mean a person employed on a full time basis, in one of the classifications listed in the Wage Schedules of this Agreement.

4.04 "Part-time Employee" shall mean a person employed for twenty-four (24) hours or less per week, save and except part-time employees at Rideaucrest Home who are not restricted in their number of hours of work.

When working in a Temporary Vacancy or Temporary Job, the part-time employee may work hours equivalent to an employee. A part-time employee shall be covered by the terms and conditions of this Collective Agreement except:

Article 11 – Seniority {except as defined in this Article (4.04) and Article 11.01, 11:02, 11.03 & 11:04}

Article 14 – Job Security (except 14.01, 14.03, 14.04)

Article 15 – Lay-off and Recall

Article 17 – Paid Holidays (except 17.04, 17.09)

Article 18 – Vacations (except 18.13)

Article 19 – Sick Leave

Article 20 – Union Leave {except 20.02 (b) & (c)}; and Leave of Absence (except 20.03 - Jury Service if scheduled to work and 20.05 Bereavement Leave, if scheduled to work),

Article 21 – Employee Benefits (except 21.06, 21.10)

In the event a part time employee is awarded employee status, their seniority date and service date shall be their date of hire as a full time employee adjusted by backdating the full time hire date by the number of hours worked since most recent date of hire as a part time employee.

Seniority for part-time employees shall be calculated based on hours worked. Schedule "B" employees will earn seniority based on 1,820 hours = 1 year of seniority. Schedule "C" employees will earn seniority based on 1,950 hours = 1 year of seniority. Schedule "A" and "D" employees will be based on 2,080 hours = 1 year of seniority.

When a part time employee takes maternity/parental leave, seniority shall be calculated during the leave by applying the average number of hours worked per week during the twelve (12) week period prior to commencement of leave, for each week of leave.

- 4.05 A part-time employee shall be eligible for thirteen (13%) percent of their regular hourly rate of pay in lieu of all fringe benefits contained in this Agreement. Those who choose to enrol in O.M.E.R.S. shall have their percentage in lieu reduced to eight (8%) per cent in lieu of fringe benefits.

Regular part time employees shall participate in a benefit program as defined in this article providing:

- (a) Eligibility will be reviewed using the July 1st to June 30th period on an annual basis to ensure enrollment meets the criteria. This will include employees becoming eligible in future years and those that may have to change plans or be taken off the plan. New enrollments and changes will become effective within 60 days of the annual review.
- (b) Employees who work a minimum of 800 hours a year shall receive benefits under Article 21.02, in exchange for eight (8%) per cent in lieu of benefits.
- (c) Employees who work a minimum of 1200 hours a year shall receive benefits under Article 21.02 and 21.05, in exchange for the eight (8%) per cent in lieu of benefits.
- (d) Once a part time employee becomes eligible for benefits, their status in the program will not change provided they are within 100 hours of the minimum hours for the program they are enrolled in.
- (e) Part-time employees solely hired to fill a temporary job or temporary vacancy are not eligible to participate in the benefit program.

ARTICLE 5 - UNION MEMBERSHIP AND CHECKOFF OF DUES

- 5.01 The Union agrees that neither it nor its Officers, Representatives, Officials, Agents or Members shall engage in Union activities during working hours nor hold meetings at any time on the premises of the Employer without the permission of the Head of Human Resources Department or specific Department Head, unless the said activities and meetings are specifically allowed elsewhere in this Agreement.
- 5.02 The Employer shall deduct from every employee covered by this Agreement any monthly dues levied in accordance with the Union's Constitution and/or By-Laws owing by them to the Union, and such money shall be deducted from each pay and remitted monthly to the Secretary-Treasurer of the Union along with a list of names of the employees from whom dues have been deducted and the amounts of the dues deducted.
- 5.03 The Union will indemnify and save the Employer harmless against any and all claims, demands, suits, and other forms of liability that may arise out of any action taken or not taken by the Employer for the purpose of complying with any of the provisions of this Article.
- 5.04 In January and July of each year and up to two (2) additional times, the Employer shall provide the Union with a list of names of all employees covered by this Agreement.

In accordance with any applicable legislation, the July list will include a mailing list of home addresses and telephone numbers of all CUPE members. The list will be generated from the information that the Employer has on file. CUPE members who do not want the Union to have this information shall notify, in writing the Department of Human Resources by June 15th of each calendar year. The Employer will not be held liable for the accuracy of the list nor for the use of the information by the Union.

- 5.05 The Union acknowledges that the Employer has the right to utilize persons from Call-In Placement Agencies. These persons are not members of the bargaining unit and as such, are not covered by any provisions of this Agreement.

In January of each year, the Employer shall pay the Union an amount equal to regular Union dues (%), based on the "start" hourly rate outlined in the Collective Agreement for the classification that the Temporary/Casual occupied.

ARTICLE 6 – UNION SECURITY

- 6.01 All correspondence between the parties arising out of this Agreement or incidental thereto shall pass from the Corresponding Secretary of the Union or the appropriate Officer of the Union or the National Representative of the Union to the Head of the Human Resources Department and from the Head of the Human Resources Department to the Corresponding Secretary with a copy to the National Representative and President.

- 6.02 The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect. The Employer further agrees to provide each new employee covered by this Agreement with a copy of the current Collective Agreement and have the employee sign an authorized union card and forward it to the Secretary Treasurer of the Union.
- 6.03 There shall be no strike or lockouts as long as this Agreement continues to operate.
- 6.04 All present and future employees, covered by this Agreement, shall be members of the Union.
- 6.05 No employee who is a member of the Union will be disciplined for refusal to cross a legal picket line; however, they may be relieved of their duty at the Employer's discretion without pay. This does not constitute disciplinary action.

ARTICLE 7 – UNION COMMITTEES

- 7.01 Employees on any of the Committees listed herein shall suffer no loss of wages when meeting with the Employer during their regular working hours. This includes time spent at arbitration, conciliation and mediation.
- 7.02 At all meetings with the Employer, the Committees may be accompanied by a Representative of the Canadian Union of Public Employees.
- 7.03 The Employer shall recognize a Union Negotiating Committee consisting of the President and six (6) employees. These employees shall suffer no loss of wages when meeting with the Employer during the employee's scheduled working hours to negotiate a renewal to this Agreement subject to the terms of Article 7.01.
- 7.04 The Union shall advise the Head of the Human Resources Department, in writing, of the names of its members for each of the following Committees before the Employer shall be required to recognize them:
- Negotiation Committee
 - Grievance Committee
 - Joint Union-Management Committee
- 7.05 The Employer shall recognize a Union Grievance Committee consisting of the following:
- Step 1 – Two employees
Step 2 – Two employees
Step 3 – Four employees
- The parties agree that the grievor shall have the right to be in attendance at all grievance hearings and shall be included within the above number of employees. It is further agreed that the grievance proceedings will not be adjourned because the grievor has exercised their right not to be in attendance.

- 7.06 Members of these Committees shall not leave their regular duties without authorization from their Supervisor. Such authorization shall not be unreasonably withheld.
- 7.07 At any arbitration hearing held between the parties, the Employer shall not make any pay deduction from a maximum of four (4) employees who are members of the Union, for the time spent at any arbitration hearing. It is understood however, that the Union shall notify the Employer, prior to the date of the hearing, the names of such employees.
- 7.08 The parties agree to establish a Joint Union-Management Committee comprised of equal representation, to exchange views on matters which effect employees, other than negotiations, grievances, or safety committee matters.
- 7.09 Joint Health and Safety Committees shall be established in accordance with the Occupational Health and Safety Act.
- 7.10 The Employer agrees to recognize a Chief Steward, as well as one unit representative for each Schedule in this Agreement, plus eight (8) Stewards from Schedule A, eight (8) Stewards from Schedule B, four (4) Stewards from Schedule C, four (4) Stewards from Schedule D and one (1) Steward from Appendix A. Each Steward shall represent the employees within their Department and other Departments that are assigned to them by the Union, with notice to the Employer, and who do not have a Steward from that Department. The Employer shall not be required to recognize a Steward until having been notified by the Union in writing of their name and the name of the Department that they represent. Part-time employees may be appointed as Stewards within the above numbers.

The Union shall endeavor to equalize the representation within the City Groups.

ARTICLE 8 – GRIEVANCE PROCEDURES

- 8.01 In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges that the Steward shall assist employees who the Steward represents in preparing, except during working hours, and presenting their grievance in accordance with the grievance procedure.
- 8.02 The Union recognizes that each Steward is employed by the Employer, and that they shall not leave their work during working hours except to perform their duties under this Agreement. Therefore, no Steward shall leave their work without first obtaining the permission of their Supervisor, which permission shall be given within a reasonable time not to exceed twenty-four (24) hours.
- 8.03 A grievance shall be defined as any differences arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement. No grievance shall be recognized by the Employer, which was not raised at Step 1 within ten (10) working days of the event giving rise to the alleged grievance.

The aggrieved employee(s) will submit the grievance to their Steward. If the employee's Steward is absent, they may submit their grievance to the Chief Steward and/or the Grievance Committee. At each step of the grievance procedure, the Grievor shall have the right to be present.

An earnest effort shall be made by all parties to this procedure to settle grievances fairly and promptly. In order for a grievance to advance through the Grievance Procedure, it must be signed by the grievor and at least one Steward, or a member of the Grievance Committee. The Employee or Steward will make every effort to settle the grievance with the Supervisor before proceeding to Step 1.

Step 1

If the Steward and/or the Grievance Committee consider the grievance to be justified, it will be submitted in writing, co-signed by a member of the Union Executive. The grievance will set out the facts relied upon, the Articles allegedly violated and the remedy sought. The immediate non-union supervisor shall discuss the grievance with the grievor/steward and respond in writing within five (5) working days.

Step 2

If the Union is not satisfied with the decision of the immediate non-union supervisor, the Union may submit the grievance in writing to the Division Head or designate, stating the alleged violation and the remedy sought, within five (5) working days following the reply from the immediate non-union supervisor. The Division Head or designate shall discuss the grievance with the grievor/steward and give their decision in writing within five (5) working days of the presentation.

Step 3

If the Union is not satisfied with the decision of the Division Head or designate, it may within seven (7) working days following the reply, submit the grievance to the Head of the Human Resources Department, or a delegate mutually agreed upon, who shall hear the grievance within fifteen (15) working days and render a decision within ten (10) working days following the hearing.

- 8.04 Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, it shall be known as a policy grievance and Step 1 of the grievance procedure may be bypassed. However, a grievance under this section must be filed not later than ten (10) working days after the day of occurrence.
- 8.05 In this Article “working days” shall mean normal working days and shall exclude Saturdays, Sundays and statutory holidays, even though an employee may work on these days.
- 8.06 Grievances shall be in writing at all stages commencing at Step 1. Replies to grievances shall also be in writing.
- 8.07 The Employer agrees that any written statement against any member of the Union by another member of the Union shall not be used in grievances or arbitrations, unless the Union member giving the statement is called as a witness.

ARTICLE 9 - ARBITRATION

- 9.01 Once the grievance procedure as set out in Article 8 of this Agreement has been exhausted, the Union and Employer may agree to mediate the matter in dispute. In the event agreement is arrived at in writing, the Arbitration process shall be suspended. In order for the grievance to proceed, the party that is advancing the matter must do so by providing written notice to the other party within five (5) working days immediately following mediation unless the parties agree otherwise.
- 9.02 After following the procedure set forth in Article 8, either party may refer any dispute between the parties to this Agreement regarding its interpretation, administration, application or alleged violation to an arbitration board.

Any referral of the grievance or dispute between the parties to an arbitration board shall be made within twenty (20) working days after the decision has been rendered under Step 3 of Article 8.

- 9.03 The arbitration board referred to in Article 9.01 above shall be composed of one (1) person appointed by the Union, one (1) person appointed by the Employer, and one (1) Chairperson appointed by the aforesaid persons. In the event that the Appointees of the parties are unable to choose a Chairperson within ten (10) working days after they are appointed, the said Appointees may request the Minister of Labour for the Province of Ontario to appoint a Chairperson.

As an alternative, the parties may agree to a single arbitrator, or the party referring the matter to arbitration may do so in accordance with the Labour Relations Act, (e.g., expedited arbitration).

- 9.04 The arbitration board shall not have any jurisdiction to alter or change any of the provisions of this Agreement or to substitute any new provision in lieu thereof or to give a decision inconsistent with the terms and provisions of this Agreement.
- 9.05 The decision of the arbitration board shall be final and binding on the parties to this Agreement and on every Employee affected by the decision. Failing a unanimous decision, a majority decision shall constitute a decision of the Board.
- 9.06 Each party shall pay one-half (1/2) of the fees and expenses of a single arbitrator. In the case of a board of arbitration, each party shall pay the expenses and fees of its nominee plus one-half (1/2) of the fees and expenses of the Chair.
- 9.07 The time limits fixed in the arbitration procedure may only be extended by consent of the Parties.

ARTICLE 10 – DISCHARGE, SUSPENSION AND DISCIPLINE

- 10.01 Whenever an employee is required to meet with a Supervisor/Manager for the purpose of the imposition of disciplinary/discharge, the employee shall be accompanied by a Steward from their Department and/or wage schedule, or in the event this Steward is not available, the Chief Steward or their designate would be contacted in order to have a Steward accompany the employee.
- 10.02 An employee shall be notified in writing of the nature of any serious dissatisfaction concerning their work within five (5) working days (Monday to Friday excluding paid holidays) of the Employer becoming aware of the event, or within fifteen (15) working days (Monday to Friday excluding paid holidays) of the event in those cases where the Employer is conducting an investigation. An extension in time to conduct an investigation under this clause may be granted by mutual agreement. Such extension will not unreasonably be withheld.
- 10.03 The Employee's response to the disciplinary letter shall become part of their record.
- 10.04 Disciplinary documentation shall not be used against an employee after twelve (12) months in the case of a letter of discipline and twenty-four (24) months in the case of a disciplinary suspension, provided there have been no recurrence of a similar and/or other infraction.
- 10.05 When an employee, who has completed the probationary period, is discharged, the Employer shall provide the written reasons for their dismissal with a copy to the Union. Prior to leaving the premises of the Employer, the employee may discuss their dismissal with the Union Representative.
- 10.06 Where in the opinion of the Union an employee or part-time employee, who has completed the probationary period is wrongfully or unjustly discharged, Step 1 of the grievance procedure may be bypassed, providing the grievance is filed within five (5) working days of the discharge.

ARTICLE 11 – SENIORITY

- 11.01 For full time employees, seniority shall be defined as the length of continuous service in the bargaining unit, and for part time employees seniority shall be defined as actual hours worked, provided that the employee has completed their probationary period. No one shall advance on their salary scale without having satisfactorily completed their probationary period.
- 11.02 The Employer will establish and maintain a master seniority list for all unionized employees. One list shall be for full time employees showing current classification and seniority date. A second list shall be established and maintained for part time employees showing current classification and hours worked. Where two or more employees commenced work on the same day or have an equal number of hours worked, the Employee with the earlier birthday in the calendar year of hire shall be placed ahead of the other(s).
- 11.03 All seniority lists shall be sent to the Union and posted on all bulletin boards in July of each calendar year for full time, and in January and July for part time.

11.04 An employee shall lose all seniority and their employment shall be deemed terminated if any of the following occurs:

- (a) An employee is discharged for just cause and not reinstated through the grievance procedure.
- (b) An employee is laid off and is not recalled within a period of eighteen (18) consecutive months from date of lay-off.
- (c) When an employee is absent from work for a period of thirty (30) months after exhaustion of their sick leave entitlements as set out in Article 19.01.
- (d) Notwithstanding Article 11:04 (c), when an employee has been denied or is no longer in receipt of LTD coverage and is not in the process of appealing the denial and fails to return to work within six (6) months.
- (e) When an employee is absent from work for a period of thirty (30) months due to injury covered by the Workplace Safety & Insurance Board.
- (f) When an employee voluntary resigns their employment and is not rehired within fifteen (15) calendar days of the date of termination.
- (g) When an employee is absent for five (5) working days and fails to notify the Employer of their absence.
- (h) When the employee fails to return to work within five (5) working days of date to return following a lay-off and after being notified by registered mail to do so, unless failure was as a result of sickness or other just cause where the Employee has so notified the Employer and their current telephone number.

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

- (i) When a part time employee is not available for work or has not worked (not on an approved leave of absence and non illness related) for a continuous period of more than twenty (20) weeks, their employment will be terminated.

11.05 Whenever an employee covered by this Agreement fills a temporary job or temporary vacancy outside the Bargaining Unit, the employee will continue to accrue seniority for up to eighteen (18) months. The employee will not be covered by any provisions of this Agreement with the exception of Union dues shall be deducted from the employee's pay during the assignment, and the right to Union representation through the grievance procedure in the event of discipline or discharge.

ARTICLE 12 – JOB EVALUATION

- 12.01 The Employer and Union agree to establish a joint job evaluation committee, comprised of equal members of Union and Employer representatives, for the purpose of evaluating positions covered by this Agreement and maintaining the basis of an equitable wage structure and job ratings to meet changing conditions and work requirements.
- 12.02 In the event the Employer substantially alters the classification or establishes a new classification for any employee or group of employees holding positions covered by this Agreement, the Employer will notify the Union of the proposed salary rate and classification therefor.
- 12.03 If, in the opinion of the Union, such proposed classification appears to be unfair in relation to other jobs evaluated under the Employer's Job Evaluation Manual or when an employee believes that they are improperly classified, the employee/Union shall notify the Employer. Positions in question will be submitted to the job evaluation committee for review.
- 12.04 All positions referred to in this Agreement that have been downgraded, as a result of changes in job descriptions or by agreement of the parties will have its rate of pay reduced. However, the existing incumbent filling a position that has been downgraded shall receive general wage increases as other employees covered by this Agreement, provided the employee's rate of pay is not above the rate for their new classification.

ARTICLE 13 – JOB POSTING AND PROMOTION PROCEDURE

- 13.01 (a) Vacancy shall be defined as a position that the Employer intends to staff. When a position becomes vacant and has not been deemed redundant, the vacancy shall be posted within ninety (90) days unless otherwise agreed to by the parties.
- (b) Temporary Vacancy shall be defined as a vacancy the Employer intends to staff, and is caused by an employee's absence where the absent employee is expected to return from an absence due to illness, injury (compensable/non-compensable), vacation, lieu time, leave of absence, suspension, and replacing those employees appointed to fill a temporary vacancy or temporary job.
- (c) Temporary job shall be defined as a vacancy created to supplement existing staff. A temporary job will have both a start date and the expected finish date. At no time shall a temporary job exceed fifteen (15) months.
- 13.02 In order to provide a continuity of service, the Employer may make an appointment or promotion on a temporary basis.

Temporary vacancies/jobs of up to four (4) months shall not be posted. When the Employer decides to fill a temporary vacancy/job of four (4) months or less, first consideration shall be given to the most senior employee within a lower classification within the Department, who has the ability, skills and qualifications to do the job. Temporary vacancies/jobs of more than four (4) months will be posted within the bargaining unit as a temporary position. Resultant vacancies shall not be posted. Full time employees that are appointed to a temporary vacancy or temporary job shall retain their full time status, unless the hours of work are twenty-four (24) hours or less per week.

13.03 Both parties recognize the following principles:

- The principle of providing employment opportunities within the service of the Employer;
- The principle that job opportunities should increase in proportion to the length of service.

Therefore in making staff changes the Employer will take into account the duties, functions and responsibility requirements of the position as well as the ability, qualifications, performance, experience, and suitability of each candidate. Consideration of the foregoing factors shall be in a fair and straightforward manner for all applicants and will include candidate evaluation sheets for decision-making purposes.

13.04 Should the evaluation process under Article 13.03 prove that two (2) or more applicants are considered satisfactory and comparable, selection shall be made on the basis of seniority.

13.05 The job posting and promotion procedure is as follows:

- (a) When the Employer decides to fill a vacancy or a new position is created, the position shall be posted for seven (7) days on bulletin boards. Vacancy postings shall be made not later than fourteen (14) working days of the Employer having knowledge of any vacancy occurring.
- (b) Job postings shall include as a minimum the following information: Job Title, Rate of Pay, Hours of Work, Qualifications, Type of Employment, Nature of the Position.
- (c) The Union shall receive a copy of all postings.
- (d) All applications shall be in writing.
- (e) If there is no successful applicant within the bargaining unit, the Employer shall have the right to hire from external sources. Outside applicants shall not be interviewed as long as an internal candidate meets the qualifications of the job.

13.06 In order to provide continuity and effective service levels, employees that are appointed to posted positions shall be ineligible to apply to posted positions for a period of twelve (12) months from commencement date in new position, with the exception of employment opportunities within their department or opportunities which provide for promotion in which there is a minimum of \$.50 difference in the salary range maximums.

13.07 The successful applicants shall be placed on trial for a period of thirty working (30) days. Conditional on satisfactory performance, appointment shall be deemed to have occurred after the period of thirty working (30) days.

13.08 In the event the successful applicant proves unsatisfactory in the position during the thirty (30) working day trial period, or if the employee finds themselves unable to perform the duties of the new job classification, the employee shall be returned to their former position without loss of seniority at their former wage or salary. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position without loss of seniority at their former wage or salary. Any new employee hired as a result of these promotions/transfers may have their employment terminated.

- 13.09 Employees who are interviewed for job vacancies shall be notified in writing of the results of their application, whether they receive the position or not. Upon written request of the unsuccessful applicant(s), that are more senior than the successful applicant, the Employer will offer a meeting between the applicant and Human Resources and/or hiring manager to review the results of their application.

The Union shall be notified in writing of all promotions, demotions, hirings, appointments to temporary vacancies or jobs, resignations, retirements, layoffs, and recall of employees covered by this Agreement.

- 13.10 When filling a vacancy that has been posted, applicants shall be considered in the following order:

- (a) full time employees from within the Bargaining Unit, provided they are qualified;
- (b) part-time employees from within the Bargaining Unit, provided they are qualified;

In the event there is no successful applicant from within the Bargaining Unit, the Employer maintains its right to fill the position from other sources.

13.11 **Job Classifications**

- (a) Employees appointed temporarily to a higher classification shall receive the wage rate next highest to their current rate in the salary range of the higher classification. The new rate of pay shall apply for all hours worked in the higher classification. The minimum increase for the employee shall be twenty-five cents (\$.25) per hour, provided this does not place the employee above the range maximum for the higher classification.
- (b) An employee who, at the request of the Employer, is assigned on a temporary basis to work in a classification carrying a lower rate of pay than their regular classification shall continue to receive the rate of pay of their regular classification.
- (c) An employee who is assigned to work in a classification carrying a lower rate of pay than their regular classification because the employee is no longer able to perform the work of their regular classification, shall be paid at the rate applicable to the classification to which they are assigned.
- (d) An employee who moves to a classification in a lower/lateral wage band through a job competition process will maintain the progression step in the wage band they were being paid at in their former classification. Such employee will be at the start of the progression step in which they are placed.
- (e) When an employee is promoted to a higher classification, they shall receive the wage rate next highest to their current rate in the salary range for the new classification providing for a minimum \$.25 per hour providing this does not place the employee above the range maximum for the higher classification. They shall then progress between that step and the maximum in progression steps, in accordance with time served in the new classification.
- (f) Salary progression for employees shall occur on the first pay period following the anniversary date.

- (g) The part-time employee shall advance to the next increment on the Wage Schedule when the employee has completed regular hours of work equivalent to qualify a full time employee for advancement on the Wage Schedule.

13.12 Employees who are successful applicants for, and/or subsequently relieve in, temporarily vacant positions, shall be permitted to return to their previous part time position, upon the return of the incumbent to such a position, as long as the position is vacant and the employee has the qualifications to perform the duties of that position, without loss of seniority or other penalty.

ARTICLE 14 – JOB SECURITY

14.01 The Employer shall retain the responsibility and the right to determine the methods through which municipal services are provided. However, in the event that an employee is displaced from their job by technological change and/or the contracting out of work and/or is given notice of lay-off, prior to exercising the right to bump in accordance with Article 15.03, the Corporation will first attempt to:

- (a) Reassign the employee in another job in their area of competency if such is available within the Corporation.
- (b) If (a) is not possible, but a position is available for which the employee could be retrained, assume responsibility for the retraining of the employee for a period of three (3) months.
- (c) Notwithstanding the foregoing, the Employer will, upon consultation with the Union, offer an employee a separation package in lieu of reassignment or layoff in which case such employee shall be provided with up to eight (8) weeks advance notice, or pay in lieu thereof, at the discretion of the employer, and an additional three (3) weeks' salary per year of service, to a cumulative maximum of thirty-five (35) weeks including both severance and notice period.
- (d) In the event the Employer "sells" a business or ceases to provide a service, the Employer will make every effort to deploy the affected employees with the new service provider, should one exist.
- (e) In the event the right to displace (bump) in accordance with Article 15.03 provides the employee with an opportunity of a wage rate that is greater than the options under (a) and (b) above, the employee shall retain that right at their options, to be decided upon within two (2) working days of receipt of option.

14.02 Notwithstanding the foregoing, no employee hired prior to January 1st, 2011 shall be laid-off.

14.03 Should there be an introduction of new equipment or technology and advance training is necessary to meet the technological changes, the Employer will provide such training for affected employees. In the event an employee fails to meet the required standards within a period of three (3) months, the employee shall be given layoff notice and may exercise their rights in accordance with Article 15.

- 14.04 The Employer reserves the right to transfer employees to other duties and agrees that an employee moved from one position to another shall have the first preference to go back to their former position before any new employee is hired or moved into that same position. Relocation to a different job site is not considered a transfer. Should an employee be transferred to another position for more than ten (10) days, the Union shall be notified.

In those cases where an employee is to be transferred to other duties for greater than four (4) months, the transfer(s) shall be offered in order of seniority to the affected group of employees. In the event the required numbers are not achieved, the employee(s) shall be transferred in reverse order of seniority. In the event the assignment ends prior to its anticipated date, the employee(s) shall be returned in order of seniority.

ARTICLE 15 – LAY-OFF AND RECALL

- 15.01 Should circumstances require a reduction of employees, the following procedure shall apply:
- (a) The Union shall be notified in advance of notice being sent to employees to discuss the lay-off.
 - (b) Employees about to be laid off shall be provided at least twenty (20) working days advance notice or equivalent in pay, in whole or in part.
- 15.02 Lay-off notice shall be given in reverse order of seniority to employee(s) in the Department and classification as determined by the Employer where the reduction is about to occur.
- 15.03 Recognizing the principles of Article 15.02, the parties agree that an employee who has been given notice of layoff may displace (bump) the most junior employee within the same or equal job classification provided the employee exercising the bump has the ability and qualifications to do the job. If not, the employee may displace the most junior employee in the next lowest classification provided they have the ability and qualifications to do the job or the next highest classification if they have previously held such classification, provided they have the ability and qualifications to do the job. Each affected employee shall be eligible for one bump only. Any employee displaced by a more senior employee shall have the same privilege of displacing a junior employee.
- 15.04 An employee receiving notice of layoff must indicate to the Employer within two (2) working days of receipt of notice of layoff that they wish to displace another employee or accept the layoff. Should the employee wish to bump in accordance with Article 15.03, the employee being bumped shall be notified immediately and given the same opportunity. The parties agree that the entire process shall be expedited within the twenty (20) working days noted in Article 15.01 (b).
- 15.05 Employees placed in another position because of the bumping procedure shall have the right to return to their former position should the position become available and be re-staffed within the first twelve (12) months of being bumped.
- 15.06 Employees who have been laid-off shall be eligible to be recalled for a period of up to eighteen (18) months from the date of lay-off. Recall shall be in the order of seniority provided the employee has the ability to perform the work.

- 15.07 When Employees are to be recalled by the Employer, notice shall be sent a minimum of fourteen (14) days prior to the scheduled date of return by registered mail to their last place of residence known to the Employer. If they fail to report within five (5) days of the scheduled date of return the Employer shall be under no obligation to re-employ them, unless through sickness or other just cause where they have so notified their Employer.
- 15.08 No new employee shall be hired until those on lay-off have been given the opportunity of re-employment in accordance with Article 15.06.
- 15.09 The Employer will contribute its share of coverage for a period of up to four (4) months of the cost of the monthly premium for Supplementary Semi-Private Plan, and the Extended Health Care Plan, the Dental Plan, and the Group Life Insurance Plan for Employees with two (2) or more years of seniority and who have been laid off due to a shortage or work and are unemployed.

ARTICLE 16 – HOURS OF WORK AND OVERTIME

16.01 Schedule “A”

- (a) The Employer shall have a seven (7) day per week operation. The normal work week for full time employees occupying classifications on Wage Schedule “A” shall be an average of forty (40) hours per week, or eighty (80) hours in a two week period, Monday to Friday, inclusive of one-half (1/2) hour paid lunch break. All employees shall eat their lunch at the job site, or as close to the job site as possible.
- (b) Shift categories shall be as follows:

<u>Category</u>	<u>Shifts</u>
(a) 8 hour shifts	8:00 a.m. to 4:00 p.m. 4:00 p.m. to 12:00 a.m. 12:00 a.m. to 8:00 a.m.
(b) 10 hour shifts	6:00 a.m. to 4:00 p.m. 6:00 p.m. to 4:00 a.m.
(c) 12 hour shifts	8:00 a.m. to 8:00 p.m. 8:00 p.m. to 8:00 a.m. with one 8 hour shift - 8:00 a.m. to 4:00 p.m. or 4:00 p.m. to 12:00 a.m.

The shifts defined in paragraph (b) do not apply to employees working in the following areas: Arenas, Airport, Landfill, Transit Garage, Parking Services (maintenance) and the Material Recovery Facility, whose hours of work and shifts may be different.

- (c) There is no obligation on the Employer to schedule employees for all shifts in each category. If all of the above categories, or a combination of them, are to be implemented, their assignment shall be done by seniority provided that the mix of employees in terms of qualification, skills, etc. is proper in relation to the work of the unit.

- (d) Notwithstanding the above, the Employer shall have a seven (7) day per week operation. No more than forty (40) employees occupying classifications within Wage Schedule "A", excluding Garbage/Recycling shall be required to work on weekends unless the employee agrees to do so. This shall exclude overtime shifts.
- (e) The Winter Control season is December 1st through March 31st.
- (f) A master rotation shall be established which will ensure that employees will not be required to work on more than eight (8) weekends per year. No more than four (4) of these weekends will occur during winter control.
- (g) A master rotation shall be established which will ensure that employees occupying the Arena Operator classification in Recreation and Leisure will not be required to work on more than seventeen (17) weekends per year, unless the Union agrees to do so.
- (h) Garbage/Recycling shall work forty (40) hours per week. Shifts may be either eight (8) hour shifts, Monday to Friday or 10 hour shifts, Monday to Thursday or Tuesday to Friday starting at 5:30 a.m. or 6:00 a.m. Shifts may begin up to two (2) hours later. Employees may check out a maximum of two (2) hours prior to the end of the shift upon satisfactory completion of all routes, including vehicle cleanup, and training, and all other duties as assigned. Notwithstanding the above, a night shift may be implemented in order to pick up refuse.
- Solid Waste may schedule Part Time Driver Labourers to work each Saturday, and if applicable Sunday, during the weeks of a public or paid holiday.
 - An overtime roster shall be posted in advance of each of the aforementioned Saturdays, and Sundays if applicable. Full Time Driver Labourers interested in working the overtime opportunity will sign the roster within the timelines indicated therein. Following the Full Time Driver Labourers at Solid Waste, the qualified full time Driver Labourers in Public Works will be offered the overtime.
 - This roster will come down seven (7) days in advance of the overtime opportunity.
 - In the event an insufficient number of Full Time Driver Labourers accept the overtime opportunity, the junior Full Time Driver Labourer(s) will be assigned to perform the work by reverse seniority.
 - Driver Labourers working on the aforementioned days will be paid actual hours worked at the applicable rate.

Shifts for Leaf and Brush collection shall be scheduled at, or prior to, 12:30 p.m.

- (i) Transit Garage employees will have work schedules posted two (2) weeks prior to the first Monday of the months June and December. Schedules in the Transit Garage will be assigned based on seniority. Employees must sign the schedules three working days prior to the end of the posting.

Employees starting times may be changed with twenty-four hours' notice to employees affected.

Employees may be requested by seniority to fill vacancies in schedules. If all employees in the classification request not to work the overtime, the junior employee in the respective classification must perform the required overtime work if required.

- (j) Full time employees and part time employees scheduled to work full time hours will be granted two (2) consecutive days off, except when not possible due to shift changes.
- (k) Eight (8) hour shifts may begin up to two (2) hours earlier or later and end up to two (2) hours earlier or later than scheduled times. Twelve (12) hour shifts may begin one (1) hour earlier.
- (l) Two (2) weeks' notice shall be provided by the Employer for changes in hours of work, except in the case of changes due to employee absence which shall require twenty-four (24) hours' notice. It is agreed that shifts shall remain in place for a minimum of thirty (30) days. When evening or night shifts are scheduled, shifts may be changed, with the mutual consent of the employee, to the day shift if twenty-four (24) hours' notice is provided. The option of changing to the day shift shall be available to all employees. If all employees on the shift are not required to switch to the day shift then the day shift shall be offered by seniority, provided that the mix of employees in terms of qualifications, skills, etc. is proper in relation to the work to be performed.
- (m) No full time employee will be scheduled to work split shifts.
- (n) All employees shall be entitled to a fifteen (15) minute break period in the first half and the second half of each shift. Employees shall take their break on the job site or as close to the job site as possible.
- (o) No full time employee will be relieved of duty without pay as a result of inclement weather.
- (p) The normal work week for Surveyors/Inspectors and Capital Project Coordinators in the Engineering Department shall be an average of forty (40) hours per week, or eighty (80) hours in a two week period, Monday to Friday, inclusive of one half (1/2) paid lunch break. Where night work (including Sunday and Friday) is required for the purpose of capital project delivery the shifts will be offered by seniority. If no one volunteers the shift will be assigned by reverse seniority.

16.02 **Schedule "B"**

- (a) The normal workweek for employees occupying classifications on Wage Schedule "B" shall be an average of thirty-five (35) hours per week, minimal of seventy (70) hours in a two (2) week period, 8:30 a.m. to 4:30 p.m. inclusive of a one (1) hour unpaid lunch break, Monday to Friday. The employees shall be entitled to a fifteen (15) minute break during each half shift.
- (b) Notwithstanding the above, employees may be scheduled to work Tuesday through Saturday for the purpose of extending access hours to the public.
- (c) When shifts within any one Division are scheduled for both Monday to Friday and Tuesday to Saturday, then the shifts will be offered to employees by seniority, according to required classifications. Any shifts not filled by seniority will be staffed in the reverse order of seniority provided that the mix of employees in terms of classifications, qualifications, skills, etc. is proper in relation to the work to be performed.

- (d) All full time employees and part time employees scheduled to work full time hours shall be guaranteed two (2) consecutive days off, except when not possible due to shift change.
- (e) Shifts may begin up to one (1) hour earlier and end up to one (1) hour earlier, or may begin up to two (2) hours later and end up to two (2) hours later than scheduled times. These changes shall require two (2) weeks advance notice, except in the case of changes due to employee absence which shall require twenty-four (24) hours' notice.
- (f) Hours of work for employees in the following areas may cover a 24 hour, 7 day per week operation:
- Kingston Area Recycling Centre;
 - Recreation and Leisure;
 - Enforcement Officers (Noise and Property Standards);
 - Parking Enforcement and Operations (excluding Secretary (Parking), Parking Admin Coordinator, Parking Technologist);
 - Customer Experience
 - Heritage Planning (Museum Assistants only)

The normal workweek for these employees in Article 16.02 (f) shall be an average of thirty-five (35) hours per week, minimal of seventy (70) hours in a two (2) week period, inclusive of a one (1) hour unpaid lunch break. Shifts may be up to twelve (12) hours per day Monday to Friday, or may be up to ten (10) hour shifts on Saturday or Sunday. Full time By-Law Enforcement Officers assigned to winter control duty shall be provided with one (1) week's notice of change to their hours of work, unless the employee(s) and the supervisor agree to a shorter notice period.

- (g) No full time employee shall be relieved of duty without pay as a result of inclement weather. Any part time employee relieved of duty without pay as a result of inclement weather shall be entitled to a minimum of three (3) hours pay at their regular hourly rate of pay.
- (h) No full time employee will be scheduled to work split shifts.

Janitors

Average of forty (40) hours per week, with a minimum of eighty (80) hours bi-weekly. Shifts shall be 8:00 a.m. – 4:00 p.m.; 4:00 p.m. – midnight; midnight to 8:00 a.m. Shifts may be scheduled on weekends.

16.03 Schedule "C" – Rideaucrest Home Employees

- 16.03 (a) Employees working in the following areas shall work an average of thirty-seven and one half (37 ½) hours with a minimum of seventy-five (75) hours bi-weekly. Shifts shall be up to seven and one half (7 1/2) hours, exclusive of unpaid meal breaks.

Support Services: Ordinary hours of work shall be between the hours of 0600 and 2400, seven (7) days per week.

Life Enrichment: Ordinary hours of work shall be between the hours of 0600 and 2200, seven (7) days per week.

Nursing: Ordinary hours of work shall be between the hours of 000 and 2400, seven (7) days per week.

- (b) Shifts may begin up to one (1) hour earlier and end up to one (1) hour earlier or may begin up to two (2) hours later and end up to two (2) hours later than scheduled times. Two (2) weeks' notice shall be provided by the Employer for changes in hours of work, except in case of changes due to employee absence which shall require twenty-four (24) hours' notice.
- (c) The schedules of all employees shall be posted one (1) month in advance.
- (d) The employees shall be entitled to a fifteen (15) minute break during each half shift. Employees will have the option of taking one (1) rest period of thirty (30) minutes per shift, subject to operational requirements.
- (e) The Employer agrees that employees will not work split shifts.
- (f) All employees shall be granted two (2) consecutive days off with no less than every second weekend off and all part-time employees shall be granted every third (3rd) weekend off.
- (g) Nothing in this Article shall, in any way, be interpreted as restricting an employee from working other hours, provided they have been requested to do so and are willing to work other hours.

16.04 Schedule "D" - Transit

(a) Definitions:

Booking

A full time booking is understood to consist of crew guides, which shall show hours of work, lunch periods, days off, guide number, and duration of said guide.

Bookings will be posted four (4) weeks in advance of the booking of the four (4) month period.

Operator

Includes full and part time bus drivers.

- (b) Based on a seven (7) day operation, the principle of an average forty (40) hours per week, or eighty (80) hours in a two week period is recognized and, in applying the principle, the Employer shall provide as many runs as possible as regular assignments varying in paid working time between seven and one half (7 1/2) and eight and three quarters (8 3/4) hours inclusive of pulling out and pulling in time.

There will be a minimum of Eighteen (18) crew guides with Saturdays and Sundays off.

- (c) A booked operator who reports for their regular assignment shall be paid the basic rate from the time he is first required to report until finally released from service in any day except for lunch periods from forty-five (45) minutes to one (1) hour, subject to the minimum pay per day.
- (d) Any operator who arrives at work late, after their scheduled starting time may be held and, if so, will be considered junior operator for the day and be guaranteed the equivalent of six and one-half (6 1/2) hours pay at their basic rate.
- (e) Booked Operators will be allowed time in which to eat between the end of the third (3rd) hour and the beginning of the sixth (6th) hour after starting work.
- (f) When it is known that additional personnel is required for the next day, an Operator will be required to commit themselves before 4:00 p.m. that day to report to work the next day. When the Operator does not give a decision or cannot be reached, within a reasonable time, they will be by-passed and another Operator shall be given the opportunity.
- (g) The Employer may designate an Operator(s) to work up to thirty (30) minutes of overtime at the end of their shift.
- (h) Operators working full time hours shall be assigned four (4) days off each two (2) weeks and as far as practical Sundays, with as many consecutive days off as possible. The parties will explore the possibilities, subject to operational requirements, of extending the hours of regular assignments with a view to providing more consecutive days off.
- (i) Operators wishing to trade days off or assignments may do so with Management's approval. It shall be understood that when trading days off, the operator accepting the trade shall be completely responsible that the assignment is completed. No trades will be approved where either operator will incur overtime.

- (j) When a full time Bus Operator(s) is on vacation, they shall be paid for the number of regular hours they would have been paid for had they been at work.
- (k) Any part time operator reporting for work at the request of the employer or as scheduled shall be paid for their actual hours of work subject to a minimum pay per day of three hours at their regular hourly rate of pay.
- (l) A Scheduling Committee of equal representation from both Union and management will meet four (4) weeks prior to the posting of a new schedule to create new guides. If the Scheduling Committee is unable to reach a consensus with the Scheduler they may choose to appeal to the Transit Manager. When the Employer proposes to implement new runs, cut runs, or changes, the Union will be allowed input in advance of the implementation.
- (m) There will be a minimum of six (6) spareboard positions in each booking period.

16.05 **Shift Differentials**

Regular hourly rates of pay shall apply to all hours defined in Article 16. In addition to regular hourly rates, a shift premium in the amount of one dollar and thirty cents (\$1.30) per hour apply for all hours worked on Saturday and Sunday and one dollar and thirty cents (\$1.30) per hour shall apply to all hours worked Monday to Friday before 6:00 a.m. and after 6:00 p.m. Shift premiums only apply during regular hours of work.

16.06 **Overtime**

- (a) All overtime must be authorized in advance by the Department Head or Supervisor.
- (b) All time worked beyond the Employee's regular scheduled hours that is not part of a shift shall be considered overtime and paid for at one and one half (1.5x) times the regular rate of pay. Overtime hours on a Sunday shall be paid at double (2x) time.
- (c) Employees wishing to work overtime shall sign an overtime roster, where applicable, within their department and must record with the Employer one active telephone number, it being understood that the employee is not expected to standby for emergency calls unless on Stand-By.
- (d) Overtime worked shall be on a voluntary basis, except in the Transit Garage where in the event eligible employee(s) refuse the overtime opportunity, the junior employee(s) in the classification that is required to do the work must report and perform the work.

Overtime shall be on a rotating basis starting with the most senior employee on each overtime roster. Employees will be called in order, subject to required classification and demonstrated that they are capable of performing the work in question. Thereafter, the next overtime opportunity shall first go to the employee(s) who were bypassed on the previous call subject to being qualified, otherwise each overtime opportunity shall start where the last overtime call out ended. If the employee is on modified work duties and/or has temporary or permanent physical restrictions, and the overtime opportunity does not allow for an accommodation of those modified work duties and/or those physical restrictions, then the employee will not be eligible for that overtime opportunity.

In the event an employee is inadvertently bypassed, the employee will be provided the next equal overtime opportunity, subject to required classification and demonstrated that they are capable of performing the work in question.

Employees absent from work under Articles 18, 20 and 16.06 (e), are not eligible to be called for overtime during the absence, including weekends, with the following exceptions:

1. In cases of emergency or when no other employee is available.
2. In cases of one (1) day absences with respect to the above noted Articles, whereby the employee will be eligible.

Employees absent from work under Article 19 are not eligible for overtime during the absence, including any scheduled days off adjacent to the absence.

The Employer shall post its record of rotational overtime on at least a monthly basis.

- (e) Employees who work overtime in any classification shall have the option of receiving payment for overtime worked or lieu time. Employees may maintain an unlimited lieu bank. Those who choose to take lieu time off will take it at a time which is mutually agreeable between the Employee and the Employer, to a maximum of ten (10) days total banked time in any year, to be taken as paid leave from work. Such time will be paid at the rate of pay the employee is receiving at the time the lieu time is taken.

Employees may accrue lieu time between January 1st and December 31st in each calendar year. In January of the following year the balance of lieu time accumulated will be paid out at the rate of pay the employee is receiving as of December 31 of the previous year.

Employees may request, no later than November 1st of each year, to be paid out the balance of lieu time accumulated to November 30th of that year, to be paid out in the first full pay period of December of the same year. Such time will be paid at the rate of pay the employee is receiving at the time of the payout.

Employees requesting the early payout option may continue to bank subsequent lieu time in December of that year. Any lieu time banked in December cannot be used as lieu time off in December, and will be included in the following year's lieu bank. This lieu time will be used or paid at the rate of pay the employee is earning at that time.

Employees, who choose the early payout option, will not receive the normal payout in January of the following year.

- (f) Employees who have been telephoned and agreed to work and fail to do so shall be removed from the overtime roster for a period of thirty (30) days.

16.07 **Call-In Premium**

In the event an Employee is called in for overtime work, the employee shall be paid a minimum of three (3) hours pay at the appropriate overtime rate and the Employer reserves the right to assign other duties to the employee up to the aforementioned three (3) hours.

16.08 Standby Duty

Standby duty shall be on a voluntary basis, with the exception of the maintenance staff at Rideaucrest Home. Those on standby duty must report to work as required. In the event the Maintenance Mechanic is not available, standby duty shall be assigned to the Assistant Maintenance Mechanic(s) in order of seniority. The junior Assistant Maintenance Mechanic is required to be on standby and report for duty when called, in the event other maintenance staff are not available.

Standby Duty shall be compensated at the rate of one dollar and fifty cents (\$1.50) per hour for each hour of standby. When called in to perform work, the employee shall be paid their regular rate of pay for a minimum of three (3) hours at the appropriate overtime rate.

16.09 Second Language Premium

A one dollar and forty cents (\$1.40) per hour allowance will be paid to those Employees who in the performance of their duties are requested by the Employer to use a language other than English and will be paid a minimum of one (1) hour.

ARTICLE 17 – PAID HOLIDAYS

17.01 All employees, except employees on an approved leave of absence of two (2) weeks or more, shall receive without working the equivalent of one (1) day's pay at the regular rate of pay for each of the paid holidays listed in Article 17.02 provided the employee works the working day or the scheduled shift immediately preceding and works the working day or the scheduled shift immediately following the holiday.

17.02 (a) The following shall be recognized as public holidays:

New Year's Day	Victoria Day	Thanksgiving Day
Family Day	Canada Day	Christmas Day
Good Friday	Labour Day	Boxing Day

(b) The following shall be recognized as paid holidays for full time employees:

Civic Holiday (1 st Monday in August)	Easter Monday	Remembrance Day <i>(only when it falls on a regularly scheduled working day)</i>
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17.03 When the paid and/or public holiday falls on a rest day, employees working in Departments that have a six (6) or seven (7) day operation shall receive one (1) day pay at regular rate of pay in lieu of a day off with pay.

17.04 When the public holiday under Article 17.02(a) falls on a Saturday or a Sunday the Employer may designate the following Monday as a holiday for all or a portion of its operations. An exception shall apply to Canada Day, based on Federal Legislation.

- 17.05 Employees at Rideaucrest Home, with the exception of Office Staff, shall be eligible for one "floater" holiday per year in exchange for Easter Monday as that day shall not be observed as a Paid Holiday. Floater days may be scheduled as time off from work through mutual agreement with each employee's supervisor and must be used within the calendar year they are granted.
- 17.06 At Rideaucrest Home, the scheduling regulations may be waived between December 15 to January 15 in order that all staff are entitled to either Christmas or New Year's Day off. It is expected that staff will alternate working Christmas and New Year's. Where a dispute arises, staff shall work the opposite from last year. Employees who are entitled to Christmas Day off shall be scheduled so the time off shall include Boxing Day, if requested by the employee. In addition, the Employer will make every reasonable attempt to also schedule Christmas Eve off for those employees off on Christmas Day and/or Boxing Day, and New Year's Eve off for those employees off on New Year's Day, if requested by the employee.
- 17.07 Employees who work a regular scheduled shift/day on a paid holiday or when the majority of hours actually worked fall on a paid holiday that is part of the normal scheduled work week, shall be paid their regular pay for the day, plus two (2 x) times the regular hourly rate of pay in lieu of a day off with pay. Employees shall be given the option to bank this time in lieu to be taken later at a mutually acceptable time.
- 17.08 Employees called in to work on a paid and/or public holiday which is not part of the normal scheduled work week shall be paid at one and one-half times (1 ½X) the regular hourly rate of pay for the actual hours worked. In addition, the employee shall receive pay for the day, provided the employee is entitled to the day with pay in accordance with Article 17.01.
- 17.09 The entitlement to and the rate of pay for a part-time employee off on a public holiday and entitled to pay for the day shall be in accordance with the Employment Standards Act. (As of January, 2008, the ESA standard is the daily base earnings for the days worked in the 4 week period of the Employer immediately preceding the statutory holiday.)
- 17.10 Employees will receive paid and/or public holiday pay at the same rate of pay they are receiving when the paid and/or public holiday occurs.

ARTICLE 18 – VACATIONS

18.01 Employees shall be entitled to receive an annual vacation with pay in accordance with their years of employment as follows:

On completion of less than one (1) year of employment in a calendar year	One and a quarter (1.25) working day for each month of employment completed to a maximum of fifteen (15) working days, calculated as of December 31 st of the year in which employment commenced.
In the calendar year of the 1 st anniversary and each year thereafter	Three (3) weeks
In the calendar year of the 7 th anniversary and each year thereafter	Four (4) weeks
In the calendar year of the 16 th anniversary and each year thereafter	Five (5) weeks
In the calendar year of the 25 th anniversary and each year thereafter	Six (6) weeks, plus one (1) day per each additional year after 25 th year to a maximum of five (5) days

18.02 At least five (5) days' vacation shall be taken in the calendar year in which it is due. Employees may carry over not more than ten (10) days' vacation to the following year. Employee(s) with greater than 25 years of service may carry 15 vacation days to the following year.

18.03 If an employee dies, their estate or beneficiary shall be paid the full amount of outstanding vacation in the year of death, (e.g. an employee dies in the year in which they would have completed ten (10) years of service, the estate or beneficiary receives twenty (20) days of vacation pay plus any vacation carry-over, minus any vacation already taken).

18.04 Employees who resign, retire or otherwise leave the employment of the Corporation shall have their vacation pay pro-rated in accordance with the time worked in the vacation year of leaving. Adjustments shall be made as necessary to the employee's final pay cheque.

18.05 Vacation periods shall consist of the regular periods the employees would have worked if they had been on duty and any paid holiday which occurs during their vacation period shall not be counted as vacation days.

18.06 Vacation with pay shall be reduced on a pro-rata basis in proportion to any absence from work without pay for periods of two (2) weeks or more at any one time, excluding absence due to pregnancy, adoption or parental leave. Employees absent while in receipt of Workplace Safety and Insurance compensation shall be entitled to the full vacation pay in the vacation year in which the accident occurred, and once an employee has been approved beyond the first year, that any accrued vacation will be paid to the employee.

18.07 All employees, except Bus Operators, with five (5) or more years of seniority shall be entitled to two (2) weeks' vacation between June 15 and September 15. As many employees as possible with less than five (5) years' seniority shall be entitled to two (2) weeks' vacation between June 15 and September 15, subject to operational requirements.

Bus Operators with five (5) or more years of seniority shall be entitled to two (2) weeks' vacation between June 1 and September 30. As many employees as possible with less than five (5) years' seniority shall be entitled to two (2) weeks' vacation between June 1 and September 30, subject to operational requirements.

18.08 Employees will receive vacation with pay at the same rate of pay excluding premiums they are receiving when the vacation occurs.

18.09 Part-time employees that are awarded full time status shall be awarded vacation with pay in the vacation year of transfer at the rate of one and a quarter (1.25) working days per month to a maximum of fifteen (15) working days. Thereafter, vacation with pay shall be in accordance with Article 18.01 and determined by the employee's service date. Part-time employees and employees that are appointed to other positions through Job Posting or otherwise, shall not be guaranteed their vacation selections in the year of commencement in their new position.

18.10 A vacation entitlement roster, indicating the vacation entitlement for all employees shall be posted not later than March 1st of the current year on a divisional basis. Employees must select their vacation by March 31st. Vacations will be granted in order of seniority provided the employee has indicated their vacation request for the current calendar year to the Employer no later than March 31st.

From January 1st to May 31st, vacation requests shall be dealt with on a first come first served basis. In the event requests for this time frame are received on the same day from more than one employee for the same vacation period, they shall be dealt with in order of seniority. For this time frame only, requests may be received after November 1st of the preceding year.

18.11 It is understood that it is preferable that employees book their vacation in blocks. Blocks are considered to be equal to the employee's normal workweek with the exception of those weeks in which there is a Paid Holiday, in which case the block must equal the number of regular working days. Blocked vacation requests shall take precedent over single days, if booked prior to March 31st. After the Employer has posted the final vacation schedule in accordance with Article 18.13, individual days, shall be selected subject to Division operational needs and the Supervisor's approval.

18.12 The Employer reserves the right to determine the number of employees that are on vacation at any time and ensuring that vacation periods do not interfere with the overall efficiency of the Department. The Employer shall post an approved vacation schedule not later than April 30th. Thereafter, vacation may be scheduled, for times that are mutually agreeable to the Employer and Employee on a first come basis.

18.13 Part-Time Employees

Part-time employees shall be entitled to a percentage in lieu for vacation based on the following:

Schedule 'B' (35 hour work week) (1820 hours/year)	Schedule 'C' (37.5 hour work week) (1950 hours/year)	Schedules 'A' & 'D' (40 hour work week) (2080 hours/year)
4% up to 5459 hours	4 % up to 5849 hours	4% up to 6239
6% equals 5460 hours	6% equals 5850 hours	6% equals 6240
8% equals 12,740 hours	8% equals 13,650 hours	8% equals 14,560
10% equals 29,120 hours	10% equals 31,200 hours	10% equals 33,280
12% equals 45,500 hours	12% equals 48,750 hours	12% equals 52,000

Basic rate earnings shall be the earnings of the part-time employee for all regular hours worked, at regular hourly rate of pay and shall not include any premium payments.

ARTICLE 19 – SICK LEAVE

19.01 Effective January 1, 2015 the Employer shall provide seven (7) sick days in a calendar year for all eligible employees who are absent from work due to illness or non-occupational injury. Any unused sick days shall not be carried over into the following calendar year.

- (a) The Employer shall provide a Short Term Disability (STD) Leave Plan for all eligible employees upon the completion of a two (2) day waiting period. Short term disability coverage shall begin on the third (3rd) day of absence. During the waiting period, an employee shall continue receiving full pay by drawing on unused sick days. If an employee has exhausted their sick days they will be subject to a two (2) day, unpaid waiting period prior to receiving short term disability leave benefits. The STD Leave plan will provide the following features:

<u>Length of Service</u>	<u>Weeks of Salary at</u>	
	<u>100%</u>	<u>66-2/3%</u>
Less than 4 months	0	0
4 months but less than 12 months	1	16
1 year but less than 2 years	2	15
2 years but less than 3 years	3	14
3 years but less than 4 years	4	13
4 years but less than 5 years	5	12
5 years but less than 6 years	7	10
6 years but less than 7 years	9	8
7 years but less than 8 years	11	6
8 years but less than 9 years	13	4
9 years but less than 10 years	15	2
10 years and over	17	0

- (b) Any employee reporting back to work from a short term disability incident and unable to complete that shift due to continuing illness shall be considered as not having returned to work, and provided the employee notifies their supervisor or designate, prior to leaving work, shall be considered on the same incident.
- (c) Length of service will be in accordance with Article 11 - Seniority.
- (d) In the event of an outbreak of a disease being declared by the Medical Officer of Health, employees at Rideaucrest Home who contract the outbreak disease shall not be penalized by this Article during the outbreak period.
- (e) An incident of absence is any continuous period of absence, including vacation, statutory holidays, etc.,
e.g. SSS OO AAAAAOOSS = one incident of five (5) days.

- (f) Employees absent due to illness or non-occupational injury in advance of scheduled vacation may, upon approval of the Department Head, re-schedule such vacation. Employees who become ill while absent on scheduled vacation may not change vacation status to sick leave. If they continue ill following the expiration of the scheduled vacation, they will be recorded as sick, subject to proper notification and provision of Health Care Provider Reports as set out elsewhere in this Agreement. Consideration will be given to employees who are hospitalized or who suffer a serious injury after commencement of vacation.
- (g) Benefits are payable for a maximum of seventeen (17) weeks for each incident of absence due to unrelated illness or non-occupational injury. Where an employee has returned to work and has worked continuously for a six (6) month period with no absence due to the same condition, any further absence for that condition will be considered a new unrelated incident and the employee shall be restored to their full entitlement, unless an application for Long Term Disability Benefits has been approved by the carrier for the disability in question. Where an employee has returned to work and has not worked continuously for a six (6) month period and becomes absent for the same condition, the employee will resume benefits to a maximum of seventeen (17) weeks in total of the combined absences. Once the seventeen (17) weeks is exhausted the employee will be considered for Long Term Disability benefits by the L.T.D. provider in accordance with the terms and conditions of the master policy. When an employee has returned to work and becomes absent for a condition unrelated to a previous absence(s) they shall be eligible for benefits in accordance with the schedule.
- (h) The Employer shall continue to pay its normal contribution towards the disabled employee's benefits while in receipt of Sick Leave Benefits under this Article.

19.02 Supervisors shall authorize sick leave pay for employees in their respective departments on the following basis:

- (a) Employees shall receive sick pay at their salary or wage rate as per Article 19.01 for time lost owing to illness, exposure to a contagious disease for which the employee has been quarantined by the Medical Officer of Health, or injury, except when an award is made under the Workplace Safety and Insurance Act.
- (b) (1) All employees shall be covered by the Workplace Safety and Insurance Act and the Regulations of the Workplace Safety and Insurance Board. An employee prevented from performing their regular work with the Employer on account of an occupational accident which is covered by the Workplace Safety and Insurance Act shall continue to receive their net pay at the time of the injury from the Employer during the duration of the claim or to a maximum of one (1) year. They shall turn over to the Employer all monies received from the Workplace Safety and Insurance Board. Those employees who refuse to participate in WSIB rehabilitation programs shall not be eligible for pay or benefits from the Employer. In accordance with the Workplace Safety and Insurance Act, Employees injured at an age of less than 63 will cease to receive loss of earning benefits at age 65. Employees who are age 63 or more at the time of their injury will be entitled to WSIB benefits for a maximum of two (2) years.

(2) Form 7

The Employer shall provide copies of the Workplace Safety and Insurance Board's Form 7 to the employee and to the Union on any claim filed with the Workplace Safety and Insurance Board by the Employer, or on behalf of the employee, upon filing with the Workplace Safety and Insurance Board.

(3) Employer Intervening, WSIB

When the Employer intervenes or disputes a Workplace Safety and Insurance Board claim, the Employer shall notify the employee and the Union.

(c) The sick leave rate of pay will be based on the number of hours worked per day at regular rates of pay.

19.03 An employee who is absent for four (4) or more consecutive working days due to non-occupational illness or injury must provide a Health Care Provider Report on the City's form from their duly recognized medical practitioner within seven (7) days from the commencement of such absence, stating the general nature and probable duration of the illness, whether it is related to a previous illness, specific restrictions to return to work if applicable and the first and most recent dates of their attendance upon the employee in connection with such illness.

Notwithstanding the foregoing, an employee who is absent due to illness/injury immediately prior to or immediately following booked vacation, may be required to furnish a Health Care Provider Report on the approved form within seven (7) days from the commencement of such absence, signed by their duly recognized medical practitioner stating the general nature and probable duration of illness. Failure to provide the properly completed Health Care Provider Report when requested will result in the employee not being paid sick benefits for the reported sick leave.

Notwithstanding the foregoing, in the event an employee is absent due to illness on their scheduled shift immediately prior to or immediately following a paid holiday as outlined in Article 17.02, in order to qualify for the paid holiday with pay, such employee may be required to furnish a Health Care Provider Report on the approved form within seven (7) days of the commencement of the absence signed by their duly recognized medical practitioner, stating the general nature and probable duration of illness. Failure to provide the properly completed Health Care Provider Report when requested will result in the employee not being paid for the paid holiday.

The Employer may require that an employee who is absent on account of illness provide a Health Care Provider Report on the City's form signed by their duly recognized medical practitioner at other times in order to protect its legitimate business interests. It is understood that the request will be objectively justifiable.

19.04 An employee who is absent for more than twenty (20) working days may be required to furnish, within seven (7) days following the end of each such period of absence, a Health Care Provider Report on the approved form from their duly recognized medical practitioner stating the general nature of their illness, whether it is related to a previous illness, the latest date of their attendance on the employee, specific restrictions applicable to return to work, if applicable, and the probable date on which the employee will return to duty.

19.05 Failure to provide properly completed Health Care Provider Report as noted in Articles 19.03 and 19.04 above shall result in sick pay being withheld until such Health Care Provider Reports are furnished.

- 19.06 The Employer shall have the right at any time to require that an Employee who is absent on account of sickness or accident be examined and reported upon by a duly recognized medical practitioner to be designated by the Employer. The Employer agrees to notify the Union in writing regarding such examination. The employee shall not suffer a loss of pay as a result of such medical appointment and the Employer shall be responsible for any related physician fee. Failure by the employee to be examined and reported upon by the duly recognized medical practitioner shall result in the employee not qualifying for sick leave.
- 19.07 As of the first pay in December, if an employee is unable to use vacation credits, prior to December 31st of that year, due to illness, vacation credits in excess of the allowable carry-over shall be inserted and sick pay interrupted, for example if sick pay is interrupted, short-term disability benefits will be extended by the equivalent days if necessary.
- 19.08 Absence on account of illness of less than 4 hours shall not be counted as an incident provided the employee has reported for duty at the usual starting hour for the day. Pay shall be in accordance with article 19.01. Notwithstanding the foregoing, when an employee is absent on account of illness of less than four (4) hours on three (3) or more occasions in a calendar year, then the absence shall count as one sick day in accordance with the sick leave provision of Article 19.00.
- 19.09 Employees will report for work as soon as they recover from sickness. Employees who are off sick (except Rideaucrest Home and Bus Operators) shall notify their Department or Supervisor of the intent to return to duty at least one hour in advance of such reporting, however whenever possible, employees shall make every effort to notify their department or supervisor by 4:00 p.m. of the day prior to the day of anticipated return.
- 19.10 **Rideaucrest Home Employees**

Before returning to work, the Rideaucrest Home employee will give notice to Rideaucrest Home, except in circumstances beyond the employee's control as follows:

- Day Shift** Employees off sick one (1) day on the day shift (e.g. 7 a.m. to 3 p.m.) will notify Rideaucrest Home before 12:00 noon on the previous evening of their intention to return to duty.
- Employees off sick more than one (1) day or off sick prior to their scheduled days off will notify Rideaucrest Home before 12:00 noon on the day prior to returning to work.
- Evening Shift** Employees off sick on the evening shift (e.g. 3 p.m. to 11 p.m.) will notify Rideaucrest Home before 10:00 a.m., on the day they are intending to return to work.
- Night Shift** Employees off sick on the night shift (e.g. 11 p.m. to 7 a.m.) will notify Rideaucrest Home before 12:00 noon on the day they are intending to return to work.

Employees reporting back to work from a sick occurrence and unable to complete that first scheduled shift due to the continuing same illness, shall be considered on same occurrence, provided the employee notifies their supervisor prior to leaving work.

Rideaucrest Home employees shall notify Rideaucrest Home two (2) hours in advance of the start of the shift whenever possible, except employees working the 11 p.m. to 7 a.m. shift, who shall notify four (4) hours in advance of the start of the shift, wherever possible, of absence due to illness.

19.11 Influenza Vaccine (Rideaucrest)

- (a) The parties agree that influenza vaccinations* may be beneficial for employees at Rideaucrest Home. Upon a recommendation pertaining to the facility or a specifically designated area(s) thereof from the Medical Officer of Health or in compliance with applicable Provincial legislation, Employees shall, subject to the following, be required to be vaccinated for influenza.
- (i) If the full cost of such medication is not covered by some other source, the Employer will pay the full or incremental cost for the vaccine and will endeavour to offer vaccinations during a employee's working hours. In addition, employees will be provided with information, including risks and side effects, regarding the vaccine.
- (ii) If an employee refuses to take the vaccine because it is medically contraindicated, and where a Health Care Provider Report is provided to this effect, they will be reassigned during the outbreak period, unless reassignment is not possible, in which case the employee will be paid. It is further understood and agreed that any such reassignment will not adversely impact the scheduled hours of other employees.
- (iii) Notwithstanding the above, the Employer may offer the vaccine on a voluntary basis to employees free of charge.

*(Vaccination includes tamiflu or an acceptable alternative).

19.12 Bus Operators

A Bus Operator who is absent due to illness or injury shall notify the Transit office prior to 9 a.m. of their intention to book back on for night duty and before 2 p.m. the previous day for morning duty.

19.13 Employees who fail to provide notice in accordance with Article 19.09, 19.10 and 19.12 and who report to work may be sent home, without pay.

19.14 Employees who are eligible for sick leave benefits under this Article shall not be called for overtime until after having worked their next scheduled shift. An employee who notifies the Employer of their availability for overtime prior to the overtime being scheduled shall qualify for overtime based on their seniority. Those employees who notify the Employer after the overtime has been scheduled shall be placed at the bottom of the list and their seniority shall not apply.

Those employees that work under this Article, and do not report for their first scheduled shift, shall be removed from the overtime roster for a period of thirty (30) days.

- 19.15 All absences with the exception of those for Bus Operators and Rideaucrest Home employees shall be reported to the employee's supervisor or designate as soon as possible but no later than at least one (1) hour prior to the start of the shift. In order for a Bus Operator to be considered for sick pay, they shall report their illness to their Supervisor or the office two (2) hours in advance of scheduled reporting time. A Bus Operator scheduled to report for any shift after 2 p.m. must report their illness by 11 a.m. A Bus Operator who is unable to report their illness in accordance with the above times may be paid for the absence provided a reasonable explanation is provided.
- 19.16 Those employees who were on an accumulated sick leave plan, but not entitled to a pay-out under their previous Collective Agreement, will have their sick leave placed in a bank for the purposes of topping up LTD to eighty-five percent (85%).

ARTICLE 20 – LEAVE OF ABSENCE

20.01 General Leave

The Employer may grant leave of absence without pay to an employee for any reason, which is regarded by the Employer as legitimate and acceptable. A request for such leave shall be made in writing along with the reasons. A leave of absence shall not be taken without first obtaining the formal approval of the Employer. Benefit plans shall be continued in accordance with the Collective Agreement (e.g. Employee's cost sharing if applicable) for leaves of absence of less than thirty (30) calendar days. Leaves in excess of thirty (30) calendar days shall be without benefits, unless the employee makes the necessary arrangements with the Employer prior to going on leave to pay the cost of monthly premiums.

20.02 Union Leave

- (a) Subject to operational requirements, the Employer shall grant leave of absence without pay and benefits and without loss of service or seniority to an employee to allow them to attend to Union Conventions or Seminars or National Executive Meetings and local business. Requests for such leaves of absence shall be made by the Union in writing to the Head of the Human Resources Department at least two (2) weeks before the date where possible, on which this leave of absence is to begin. The maximum number of days that may be granted under this clause shall be four hundred (400) days per year for the bargaining unit. Such requests will not unreasonably be withheld.
- (b) An employee who is elected or selected to a full-time position with the Union or anybody affiliated shall be granted leave of absence without pay and benefits and without loss of seniority for the term of office/selection. During such leave of absence, benefits, including OMERS (employer portion) will be kept whole by the Employer and the Union agrees to reimburse the Employer for such benefits, including OMERS (employer portion). Should an employee be re-elected/or selected a further extension under this clause shall be granted. Every effort will be made to provide sixty (60) days advance notice.
- (c) The Employer agrees to continue the employee's wages and benefits when on an approved leave of absence under this Article, provided the leave is less than sixty (60) consecutive calendar days and that the cost of wages and benefits are reimbursed to the Employer based on actual wages plus twenty-six percent (26%) to cover the cost of all benefits under Article 21. The Employer agrees to bill the Union monthly.

20.03 **Jury Service**

Each full time or part time employee who is called to serve as a Juror shall:

- (1) Notify the Employer immediately upon receipt of Jury Service Notice;
- (2) Be granted leave of absence for such purpose if they present their Department Head with a copy of the Jury Service Notice showing the period of such service;
- (3) Be paid their full salary or wage for the period of their Jury duty, provided the Employee delivers their Jury fees to the Employer, except expenses;
- (4) Return to work when the employee can provide at least three (3) hours of work per day to the Employer.

20.04 **Court Duty**

Full time or part time employees, as a result of their duties with the Employer, who are required to attend court cases in which the Employer is involved, shall be paid their regular rate of pay.

20.05 **Bereavement Leave**

An employee shall receive, without loss of pay five (5) consecutive working days in cases of the death of a spouse, parent/step-parent or child/step-child, brother/step-brother or sister/step-sister. Spouse shall include same sex spouse.

An employee shall receive, without loss of pay, three (3) consecutive working days in the case of death of a grandparent, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, and sister-in-law.

An employee shall receive, without loss of pay, one (1) working day in the case of death of a grandparent-in-law.

Bereavement leave must be taken within ten (10) consecutive working days of the date of death unless otherwise approved by the Supervisor.

An employee may elect to save up to two (2) bereavement leave day(s) for future use for the purposes of attending the actual interment or a memorial service. This leave shall be taken as consecutive working days within one (1) calendar year from date of death. Such requests shall be made at least two (2) weeks in advance and will not be unreasonably denied.

20.06 **Pallbearer Leave**

The Employer agrees to grant the necessary time without loss of pay or benefits to a maximum of one (1) day to employees attending a funeral as a pallbearer for fellow employees or former employees.

20.07 Public Affairs Leave

An employee who is elected to public office shall be granted leave of absence with loss of seniority and without pay and benefits, for the term of office. Furthermore, upon written request, the Employer shall grant leave of absence of one month without loss of seniority or benefits and without pay to allow employees to be a candidate in a Federal, Provincial or Municipal election. The provisions of this article shall apply provided the employee provides sixty (60) days advance notice, where possible, to the Employer.

20.08 Pregnancy, Adoption and Parental Leave

Employees shall be granted leave of absence for pregnancy, adoption or parenting in accordance with the Employment Standards Act of Ontario. Employees who qualify for pregnancy benefits under the Employment Insurance Act shall be eligible for a supplementary Pregnancy Benefit for a maximum of fifteen (15) weeks equal to the difference between benefits payable under the Employment Insurance Act and seventy-five (75%) percent of the employee's regular pay. Vacation credits will continue to accrue while an employee is on a pregnancy or parental leave, provided the employee returns to work. Vacation pay will be based on time worked. Statutory holidays will be paid if an employee meets the requirements of Section 25(1) (b) of the Employment Standards Act (i.e. the employee must have worked on at least twelve days during the four weeks immediately preceding the public holiday).

Employees who qualify for parental benefits under the Employment Insurance Act shall be eligible for a supplementary Parental Benefit for the period of time they are in receipt of parental benefits under the Employment Insurance Act to a maximum of twenty (20) weeks equal to the difference between benefits payable under the Employment Insurance Act and seventy five (75%) percent of the employee's regular pay. Where an employee elects to receive parental leave benefits pursuant to Section 12(3)(b)(ii) of the Employment Insurance Act, the amount of any Supplemental Unemployment Benefit payable by the Employer will be no greater than what would have been payable had the employee elected to receive the parental leave benefit pursuant to Section 12(3)(b)(i) of the Employment Insurance Act. Vacation credits will continue to accrue while an employee is on a pregnancy or parental leave provided the employee returns to work. Vacation pay will be based on time worked. Statutory holidays will be paid if an employee meets the requirements of Section 25(1) (b) of the Employment Standards Act (i.e. the employee must have worked on at least twelve days during the four weeks immediately preceding the public holiday). Should the employee fail to return to work and remain for a period of 12 months, the employee agrees that they are indebted to the Employer for the amount received as parental leave allowance.

20.09 Personal Leave

Effective January 1, 2025, each employee shall be granted four (4) personal days per year with pay, for any reason deemed appropriate by the employee, subject to operational requirements. Such requests shall not be unreasonably withheld.

These days are not eligible for carry-over into the following calendar year, nor eligible for payout. These days shall be prorated for any absence in excess of thirty (30) days, (excluding pregnancy, adoption or parental leaves), and during an employee's first year of employment, and during their final year of employment, unless retiring (one day for every three complete months of service) in the event the employee leaves prior to August 31st.

20.10 Religious / Holy Days

- (a) Employees who are members of a recognized non-Christian religion are entitled up to three (3) days leave without pay per calendar year to observe the spiritual or holy days of that religion. Such leave shall be subject to operational needs however, it shall not be unreasonably withheld.
- (b) Employees who wish to exercise their right under this Article shall notify the Employer prior to January 31st with the religious date(s) that they wish to observe.
- (c) In place of time off being without pay, Employees granted leave under this provision may use available personal leave (Article 20.09), vacation (Article 18) or lieu time (Article 16.06 {e}).

ARTICLE 21 – EMPLOYEE BENEFITS

21.01 Employees shall be eligible for benefits (excluding Group Life Insurance and Long Term Disability) during their employment. The amount of and eligibility for benefits referred to in this article are subject to the terms and conditions of the policy or policies of the insurer providing such benefits. Any dispute as to entitlement to benefits provided under the policy or policies of insurance is between the employee and the insurer. The Employer agrees to use its best efforts on behalf of the employee in the event of such dispute. It is understood that the Employer's obligation under this article is restricted to the payment of its portion of the premiums necessary to enroll employees in the benefit plans described in this article.

The Employer is willing to accept requests from full time employees to work less than ten (10) shifts/days per pay period. Approval is subject to operational requirements as determined by the Employer. Those employees that are granted approval for a minimum time frame of two (2) months agree to pay a percent of the Employer's monthly insurance premiums that correspond to the reduction in days. (Example: an employee is granted approval to work nine (9) days (regular daily hours) per pay period shall pay one tenth of the monthly benefit premiums). Those approved to work twenty four hours or less per week shall have their employment changed to part time employee.

OMERS shall be administered in accordance with the OMERS regulations.

The Employer shall provide all new employees with an updated benefit information package, at the time of being hired.

21.02 Ontario Health Services and Extended Health Care Plan

The Employer shall contribute one hundred percent (100%) of the cost of the monthly premiums for the Supplementary Semi-Private accommodation and the Extended Health Care Plan, for each employee who is a subscriber, the spouse, and all eligible dependents.

Effective January 1, 2022, the Extended Health Care Plan shall include a Vision Care Plan (corrective lens) to a maximum coverage of four hundred dollars (\$400.00) coverage for each employee and their dependents every twenty-four (24) calendar months. Effective January 1, 2025, the Extended Health Care Plan shall include a Vision Care Plan (corrective lens) to a maximum coverage of four hundred twenty-five (\$425.00) coverage for each employee and their dependents every twenty-four (24) calendar months. Effective January 1, 2026, the Extended Health Care Plan shall include a Vision Care Plan (corrective lens) to a maximum coverage of four hundred fifty (\$450.00) coverage for each employee and their dependents every twenty-four (24) calendar months. Provide one hundred and twenty-five dollars (\$125.00) towards the cost of an eye examination for employees and eligible dependents 19 years of age and over every 24 months. Effective January 1, 2018, provide elective laser vision correction procedures to a maximum of one thousand dollars (\$1,000.00) per lifetime.

- (i) Professional Services provided by the following licensed practitioners: Chiropractor, Massage Therapist, Podiatrist/Chiropodist, Speech Pathologist, Physiotherapist, and Psychologist up to \$600.00 per practitioner per year, per insured.
- (ii) The maximum claim allowed for drug dispensing fees shall be nine dollars (\$9.00).

Note: Extended Health Care Benefit under "Prescription Drugs" to include Generic Drugs when available unless otherwise prescribed by attending physician.

Note: Remove non-life sustaining over the counter drugs from the Extended Health Care drug plan.

21.03 Group Life Insurance

All employees with six (6) months' service shall be enrolled in Group Life Insurance on the basis of two (2x) times their annual salary to the amount of the next lower multiple of five hundred dollars (\$500.00).

The Employer will contribute one hundred percent (100%) of the monthly premium cost of the Group Life Insurance.

Group Life Insurance will be conditional upon requirements of the insuring company for all existing employees in the bargaining unit and mandatory for all future employees after six (6) months of service.

The Employer agrees to implement a Dependant Group Life Insurance program providing for spouse coverage of ten thousand dollars (\$10,000.00) and child coverage of five thousand dollars (\$5,000.00), at the employee's cost, and subject to the approval of the Carrier.

No medical examination shall be required for Group Life Insurance.

An employee who has reached the age of sixty-five (65) will have a 50% reduction in their life insurance, until retirement or age 70, whichever comes first. At age 70 the employee shall have the right within thirty-one (31) days to convert their Group Life Insurance to individual insurance at their own expense without a medical examination. This right shall also apply to an employee who is a member of the plan and leaves the employment of the Employer.

21.04 **Death of an Employee**

- (a) If an employee dies, their Estate or Beneficiary shall be provided with a cheque in the amount of fifteen thousand dollars (\$15,000.00) within forty-eight (48) hours of the Beneficiary/Estate making such request. This payment shall be made to the employee's Estate or Beneficiary upon filing of a satisfactory release with the Employer. This fifteen thousand dollars (\$15,000.00) payment shall be repaid to the Employer upon receipt of the life insurance benefit, which is detailed in Article 21.03.
- (b) If an employee dies, while in the employ of the Employer, benefits shall continue for the spouse and eligible dependents for twenty (20) months following the death of the employee.

21.05 **Dental Plan**

The Employer shall contribute one hundred (100%) per cent of the premium cost for a Dental Plan equivalent to Blue Cross #9 and Rider 2 (Dentures) and Rider 4 (Crowns) for employees. The annual maximum for all dental procedures covered under this Plan is \$3,000 per insured person per calendar year. Eligible claims shall be reimbursed at one hundred (100%) per cent.

Ontario Dental Association Suggested Fee Guide for General Practitioners based on a one year lag effective January 1, 2015.

This Dental Plan shall include a nine (9) month recall feature for insured's eighteen (18) years of age and over (or up to age 25, if in full time school or are disabled).

An orthodontic rider is to be provided on the following basis:

Effective January 1, 2023, the Employer will contribute one hundred (100%) percent toward the monthly premium with a fifty/fifty (50/50) cost share basis between the Employer and Employee to lifetime maximum of three thousand dollars (\$3,000) per covered person.

Effective January 1, 2026, the Employer will contribute one hundred (100%) percent toward the monthly premium with a fifty/fifty (50/50) cost share basis between the Employer and Employee to lifetime maximum of three thousand three hundred dollars (\$3,300) per covered person.

21.06 **Liability Insurance**

All employees shall be covered by a liability insurance policy against civil suits arising from the performance of their duties and the policy premium will be paid by the Employer.

21.07 E.I. Rebate

It is mutually agreed that any and all accrued premium rate reductions realized by the Employer (five/twelfths (5/12ths) rebate) will be applied to all benefits in this Article. A letter confirming the amount of this rebate will be sent to the Local President by March 31st of the following year.

21.08 Long Term Disability

The Employer shall incorporate a Long Term Disability Plan, which shall provide for disability coverage at the rate of seventy-five percent (75%) of the employee's current salary to a maximum of four thousand dollars (\$4,000) monthly effective on the first day following seventeen (17) weeks of disability for the first two (2) years of disability. Within the first two (2) years of disability, disability shall be defined as an employee not being able to perform their own occupation. After two (2) years under the disability plan, own occupation shall be amended to mean any occupation.

After an employee is on Long Term Disability for a period of two (2) years or longer, disability payments shall be increased by the Consumer Price Index or four percent (4%), whichever is the lesser, and shall continue to be increased on a year to year basis thereafter.

For claims approved on or after January 1, 2024, after an employee is on Long Term Disability for a period of two (2) years or longer, disability payments shall be increased by the Consumer Price Index or three percent (3%), whichever is the lesser, and shall continue to be increased on a year to year basis thereafter.

Employees approved for Long Term Disability Benefits shall be eligible to make application for disability waiver of premium provisions under the O.M.E.R.S. plan. In addition, employees in receipt of L.T.D. benefits shall remain eligible for extended health care, semi private hospitalization and dental in accordance with Articles 21.02 and 21.05 respectively, until they return to work with the Employer or elsewhere, retire or die. These employees shall also make application for waiver of premium under the life insurance provision of Article 21.03.

The premiums for Long Term Disability coverage shall be paid one hundred percent (100%) by the Employer for all employees covered by the plan in accordance with the policies and conditions of the plan.

21.09 O.M.E.R.S. – Primary Plan

O.M.E.R.S. shall be provided to employees in accordance with the O.M.E.R.S. Act and Regulations.

In accordance with the O.M.E.R.S. Act and Regulations, contributions to O.M.E.R.S. shall be made until an Employee reaches 35 years of credited service or attains age 71.

Employees shall provide written notice to the Employer at least three (3) months in advance of their planned date of retirement.

Effective March 1, 2009, active OMERS members who continue to work past their normal retirement date must start their OMERS pension no later than the end of the year in which they reach age 71.

21.10 Retiree Benefits

- (a) For employees hired on or before December 31, 2017:

The Employer agrees to pay one hundred (100%) percent of the monthly premiums for Extended Health Care (including Semi-Private Hospitalization), Dental Plan, Vision Care and Group Life Insurance {providing a coverage of fifteen thousand dollars (\$15,000.00)} from date of early retirement up to age sixty five (65). This shall also apply to employees who retire on an O.M.E.R.S. Disability Pension.

- (b) For employees hired on or after January 1, 2018 who have successfully completed the probationary period, as outlined in Articles 4.01:

Employees will receive retiree benefits as outlined in Article 21.10 (a) based on the following criteria:

- (i) Employees employed with the Employer for less than three (3) years, will receive retiree benefits for one (1) year or up to age sixty five (65), whichever comes first.
- (ii) Employees employed with the Employer between three (3) to five (5) years, will receive retiree benefits for three (3) years or up to age sixty five (65), whichever comes first.
- (iii) Employees employed with the Employer between six (6) to nine (9) years, will receive retiree benefits for six (6) years or up to age sixty five (65), whichever comes first.
- (iv) Employees employed with the Employer for (ten) 10 or more years, will receive retiree benefits for (ten) 10 years or up to age sixty five (65), whichever comes first.

ARTICLE 22 – GENERAL PROVISIONS

22.01 Driver's License

Employees who are required for their position to hold a driver's license shall at all times maintain a valid Ontario Driver's License that reflects the required classification for the work being performed. In the event an employee loses their driving privileges, has them suspended, has their classification downgraded for any reason, allows the driver's license to expire, the employee shall notify their immediate supervisor within twenty-four (24) hours and shall immediately cease the operation of any City owned equipment.

If the employee is, as a result of a disability as defined by the Human Rights Code, the employer shall find suitable alternative work in the employee's classification. The employee shall be allowed at such time that they are legally qualified to operate vehicles according to their class of license and without an ignition interlock device, to be returned to the classification held prior to losing their license, should it exist. In the event the classification does not exist, the employee shall be returned to a vacant position at the same or lower level applicable wage rate, provided the employee is qualified.

If the above is as a result of an offence, the employee will be granted a leave of absence without pay and benefits for the duration of the loss of their license to a maximum of two (2) years. The employee shall be allowed at such time that they are legally qualified to operate vehicles according to their class of license and without an ignition interlock device, to be returned to the classification held prior to losing their license should it exist. In the event the classification does not exist, the employee shall be returned to a vacant position at the same or lower level applicable wage rate, provided the employee is qualified.

22.02 Intoxicating Beverages

Any employee who reports for duty with their ability impaired by alcohol or narcotics, or who brings intoxicating beverages into or on any premises or vehicle of the Corporation of the City of Kingston, or who partakes of intoxicating beverages or narcotics or has such substances in their possession while on duty, may be suspended or dismissed subject to the grievance procedure. This Article shall be applied subject to the terms of the Ontario Human Rights Code.

22.03 Access to Personnel Files

An employee shall have the right, at a mutually convenient time to have access to and review their personnel file, and shall have the right to respond in writing, one time, per document contained therein. Such reply shall become part of the permanent record.

22.04 No Discrimination

The Employer and the Union agree that no employee shall be discriminated against because of any of the prohibited grounds as defined under the Ontario Human Rights Code.

The parties further agree that there shall be no discrimination, interference or coercion extended or practised against any member of the bargaining unit based on political affiliation or membership and lawful activity or inactivity in the Union.

22.05 **Sexual Harassment**

The Employer and the Union recognizes that no employee shall be subject to sexual harassment. Reference to sexual harassment includes Section 7 (2), Section 7 (3) (a) and (b) of The Human Rights Code. Harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome. In cases where sexual harassment may result in the transfer of a person, it shall be the harasser who is transferred, and the victim shall not be transferred against their will.

22.06 **Changes to Collective Agreement**

Any mutually agreed changes to this Collective Agreement shall form part of the Collective Agreement, provided the changes are signed by the Head of the Human Resources Department, or delegate and the President, or delegate, plus one other member of the Union Executive. All such agreements are subject to ratification by each of the parties when required.

22.07 **Agreement Printing**

It is mutually agreed that the Employer shall have printed, in booklet form, one thousand (1,000) copies of the Agreement, in a union shop, and provided to the Union. The cost of printing shall be shared equally between the parties.

22.08 **Pay Adjustments**

Adjustments in pay for illness or other reasons may be made on the current payroll or on the payroll for the next pay period. Should the error or adjustment be equal to or greater than one day's pay, the City shall issue a cheque to the employee(s) within three (3) working days for the total amount of the error less deductions.

ARTICLE 23 – PAYMENT OF WAGES, ALLOWANCES AND OTHER CONDITIONS

23.01 Meal Allowance

When an employee works at least two (2) hours before or beyond their normal daily shift, in addition to overtime pay for the actual time worked, they shall receive up to a maximum of twelve dollars (\$12.00) meal allowance.

23.02 Safety Boot Allowance

Effective January 1, 2022, except for temporary and probationary employees, the Employer agrees to pay one hundred and eighty-five dollars (\$185.00) in January of each year towards the cost of safety boots for each full time employee requiring them and one hundred (\$100.00) dollars for each part time employee requiring them under the Occupational Health and Safety Act and/or by the Employer, provided the Employee is not eligible for safety footwear through the Workplace Safety and Insurance Board.

- (a) Employees receiving this payment shall purchase C.S.A. approved safety shoes.
- (b) Employees in receipt of a safety shoe allowance must wear safety shoes acceptable to the Employer and at times in accordance with the Occupational Health and Safety Act and City policy.

(c) Rideaucrest Home:

Effective January 1, 2022, each employee that is required by the Employer to wear safety footwear shall be granted one hundred and eighty-five (\$185.00) dollars in January of each year. Employees in receipt of this payment shall purchase C.S.A. approved safety shoes and wear these shoes at times required by the Occupational Health and Safety Act and/or the Employer.

Effective January 1, 2022, in January of each year, the Employer shall provide eighty (\$80.00) dollars to Rideaucrest Home Employees (after completing probation) for the purpose of purchasing Employer approved shoes.

(d) Transit:

Effective January 1, 2022, in January of each year, the Employer shall provide one hundred and ten (\$110.00) dollars to bus operators (after completing probation) for the purpose of purchasing nonskid black or brown shoes that are suitable with the appearance of the uniform, unless authorized otherwise.

23.03 Tool Allowance

Each Mechanic shall receive up to seven hundred and fifty (\$750.00) dollars annually for the purpose of updating their tools and tool chests. Each Apprentice Mechanic shall receive three hundred (\$300.00) dollars. Such monies shall be reimbursed upon receipts showing the purchase has occurred.

23.04 Replacement of Tools

The Employer will replace employees' tools that are broken, worn out, lost or stolen, provided such tools have been registered with the Employer and are required to perform the employees' duties and the employees are required to supply such tools.

23.05 Car Allowance

When an employee consents to use their vehicle on Employer business, the employee shall be reimbursed based on the per kilometer rate established in the Corporate Travel Policy.

23.06 Clothing Allowance

- (a) The Employer shall provide special clothing such as rubber boots, rubber suits, safety hats, rain suits and hats, gloves, lined gloves in the winter, or such other clothing for those employees who, in the opinion of the Head of the Department concerned, are working on jobs that justify the provision of such special clothing, or other such clothing.
- (b) Employees in Wage Schedule "A", (except Garage employees) that due to visibility sensitive work, require safety T-shirts shall be issued:
- Five (5) safety T-shirts (long or short sleeved or combination of both)
 - One (1) orange spring jacket
 - One (1) orange winter parka or winter bomber jacket (an alternate colour may apply to those who do not require orange safety rated clothing)
 - One (1) pair orange bib coveralls
 - One (1) pair orange coveralls or one (1) orange hoodie

The above items shall be replaced when such articles are returned and proved to be either damaged and rendered unusable as a result of the employee's work activities or worn out as a result of normal wear of such garment.

- (c) Employees that occupy classifications in other Wage Schedules that do visibility sensitive work, except Garage employees (e.g. roadway construction sites) shall be issued:
- Up to Four (4) safety T-shirts (long or short sleeved or combination of both) (depending on need)
 - One (1) orange spring jacket
 - One (1) orange winter parka or winter bomber jacket (an alternate colour may apply to those who do not require orange safety rated clothing)

The above items shall be replaced when such articles are returned and proved to be either damaged and rendered unusable as a result of the employee's work activities or worn out as a result of normal wear of such garment.

- (d) In January of each year, Employees in Wage Schedule "A" and those employees who occupy classifications in other Wage Schedules who work outside more than ninety (90) days per year, and janitor and print shop employees, shall be provided an annual clothing allowance of Two Hundred and Fifty (\$250.00) Dollars each.

- (e) New employees shall be eligible to receive clothing in accordance with paragraph (b) or (c) above, whichever may be applicable, and a prorated portion (end of probation to end of the year) of the clothing allowance stated in paragraph (d) above, upon completion of the probationary period.
- (f) Any clothing supplied by the Employer shall be worn on the job and shall not be worn off the job for recreational or other uses nor be sold or given away.
- (g) The Employer will supply a replacement of five (5) coveralls each week for all of the Garage employees provided the previous weeks' issue is returned. Employees working in the Garage shall have the option of selecting summer weight coveralls in summer or winter coveralls in winter. In addition, Garage Employees shall be issued one (1) winter parka or one (1) winter bomber jacket which shall be replaced when such article is returned and proven to be either damaged and rendered unusable, or worn out as a result of normal wear.
- (h) In all cases the Employer will determine the manufacturer, supplier, style, material and colour of clothing supplied. Every effort will be made for clothing to be Canadian made and union made subject to availability, quality and cost.

Rideaucrest Home

- (a) Where the Employer deems necessary, an allowance of two hundred twenty-five (\$225.00) dollars will be provided to Rideaucrest Home employees, except office administration staff, for hospital type clothing.
- (b) The employees agree to purchase hospital type clothing appropriate in keeping with their particular job. The Employer shall determine the colours, styles and material of clothing to be worn at all time by the employees.
- (c) Clothing allowance for part time employees shall be provided on a pro-rated basis based on hours worked during the previous calendar year as follows:

<u>Hours Worked</u>	<u>Entitlement</u>
599 to 999	\$75.00
1000 to 1499	\$100.00
1500 to 1949	\$125.00
1950 hours and above	\$175.00

Transit

The Employer shall provide uniforms for Bus Operators. Uniforms shall consist of the following:

- Four (4) pairs pants or shorts or a combination of both
- Six (6) long sleeve or short sleeve shirts or a combination of both.
- One (1) spring/fall jacket
- One (1) winter coat
- One (1) long sleeved sweater or vest

A committee with equal representation from the Union and the Employer will review the clothing allowance for bus operators and will make recommendations on the style, material and colour of clothing supplied. The joint committee will make recommendations for specific clothing to take into account the operational requirements, image reflected to the public, safety and protective clothing requirements.

ARTICLE 24 – DURATION OF AGREEMENT

24.01 This Agreement is in effect from January 1, 2024 until December 31, 2026.

24.02 It shall renew itself automatically from year to year unless written notification of intention to modify or terminate this Agreement is given by one of the contracting parties to the other within a period of ninety (90) days prior to the termination date.

Within thirty (30) days after a notice of intention to modify or terminate the Agreement has been served, the parties shall meet and they shall bargain in good faith and make every reasonable effort to reach agreement respecting the proposed modifications.

24.03 All of the provisions of this Agreement are effective on ratification, unless otherwise specified.

IN WITNESS WHEREOF the parties hereto have executed these presents under the hands of the respective proper officers on that behalf, this _____ day of _____, 2025.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

THE CORPORATION OF THE CITY OF KINGSTON

E-SIGNED by Bryan Paterson
on 2025-05-20 15:31:04 EDT

Bryan Paterson, Mayor

E-SIGNED by Janet Jaynes
on 2025-05-20 15:30:24 EDT

Janet Jaynes, City Clerk

E-SIGNED by Deanne Roberge
on 2025-05-20 10:33:20 EDT

Deanne Roberge, Director of Human Resources
& Organization Development

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 109

E-SIGNED by Adam Bol
on 2025-05-15 12:19:52 EDT

Adam Bol, President, CUPE Local 109

E-SIGNED by Dawn Thomas
on 2025-05-16 13:04:04 EDT

Dawn Thomas, Recording Secretary, CUPE Local 109

APPENDIX “A” – CROSSING GUARDS, LIFEGUARDS AND GRAND THEATRE EMPLOYEES

This Appendix contains all terms and conditions applicable to Crossing Guards, Life Guards and Grand Theatre Employees (excluding full time).

DEFINITIONS

“Regular Crossing Guard” shall mean an employee hired by the Employer for the sole purpose of staffing school crossings who is scheduled for a regular assignment each school day for the entirety of the school year.

“Relief Crossing Guard” shall mean an employee hired by the Employer for the sole purpose of staffing school crossings who may be scheduled to work on school days at the request of the Employer.

The probationary period for Crossing Guards shall be four (4) months.

“Lifeguard” shall mean an employee hired by the Employer for the sole purpose of performing the duties of a Lifeguard or Instructor as directed by the Supervisor, and employed for a period in excess of the probationary period.

The probationary period for Lifeguards shall be not less than four (4) months with a minimum of forty-five (45) hours.

“Grand Theatre Employees” probationary period shall be five hundred and sixty hours (560) or nine (9) months of employment, which comes first.

During the foregoing probationary periods, performance and ability shall be determined. If during this period the part-time employee is judged to be unsatisfactory, their employment shall be terminated without recourse to the grievance procedure. The Employer may extend the probationary period by sixty (60) days for one occasion only for each part-time employee, with notice to the Union.

ARTICLE 11 – SENIORITY

Crossing Guards shall accrue seniority with the Employer from September 5, 1989 or date of hire for all purposes except lay-off in which case the employees’ last date of hire with the Kingston Police Department, if applicable, will apply. Crossing Guards will be part of Wage Schedule “B”.

Lifeguards and Grand Theatre employees shall accrue seniority with the Employer based on the number of hours worked from April 12, 1994 and thereafter from their date of hire. An employee’s seniority shall be considered broken upon resignation and/or if they do not work for at least six (6) months.

ARTICLE 13 – JOB POSTING AND PROMOTION

Part-time employees covered by this Appendix shall be eligible to apply to posted positions in accordance with the provisions of Article 13, providing they have worked the minimum hours to complete their probation (560 hours or 9 months whichever comes first).

ARTICLE 15 – LAY-OFF AND RECALL

The parties agree that time off without pay during the summer school break does not constitute a lay off of Crossing Guards. In the event of a lay off of Crossing Guards, they shall be laid off in the reverse order of seniority. Otherwise Article 15 does not apply to employees covered by this Appendix.

ARTICLE 16 – HOURS OF WORK AND OVERTIME

Crossing Guards are employed for the entirety of the school year. Crossing Guards shall be paid for three and one-half (3 ½) hours per day for each day worked and one and three-quarter hours (1 ¾) for each half-day worked.

Regular Crossing Guards shall not have any wages deducted when not required to work on any week day which is defined as a Professional Activity Day, a Paid Holiday recognized by the local Boards of Education and school closings such as Winter Break and March Break, except that wages will be deducted for the March Break for employees who have completed less than three (3) years of continuous service.

When Regular Crossing Guards are absent due to illness or other than the above paragraph, they shall have their wages reduced for each day absent by three and one-half (3 ½) hours pay at the hourly rate contained herein.

A minimum of two mandatory staff meetings shall be scheduled for Crossing Guards, one in the fall and one in the spring. Additional staff meetings may be scheduled as required in the opinion of the Employer. Crossing Guards shall be compensated for attending mandatory staff meetings at their regular hourly rate or if overtime applies as per the Employment Standards Act.

The Employer shall post a schedule of hours and days to be worked by Lifeguards (winter, spring, summer and fall). Employees shall be given a two (2) week period to sign a roster indicating their availability. The employees who sign the roster shall be scheduled hours and days in order of seniority. Unassigned hours of work or hours that became open due to employee absence shall be filled at the discretion of the Employer.

Lifeguards shall be entitled to an eating period of thirty (30) minutes in accordance with the Employment Standards Act. In addition, a fifteen (15) break period will be provided after each two (2) consecutive hours of work.

Overtime will be paid as per the Employment Standards Act.

ARTICLE 17 – PAID HOLIDAYS

Employees within this appendix are eligible for the following paid holidays:

- | | |
|----------------|------------------|
| New Year's Day | Labour Day |
| Family Day | Thanksgiving Day |
| Good Friday | Christmas Day |
| Easter Monday | Boxing Day |
| Victoria Day | |

APPENDIX "A" (Continued)

ARTICLE 18 – VACATION

Employees under Appendix A, except Regular Crossing Guards, shall receive four (4%) percent in lieu of vacation or in accordance with the Employment Standards Act.

Employees who transfer to Crossing Guards shall have any outstanding vacation entitlements paid out at the time of the transfer.

Regular Crossing Guards shall be paid at their normal rate of pay for the Winter Break and March Break in lieu of vacation with pay. No other payment for vacation will apply.

ARTICLE 19 – SICK LEAVE

This Article is not applicable, except for sections 19.03 and 19.04.

ARTICLE 20 – LEAVE OF ABSENCE

This Article is not applicable except sections 20.05, provided the employee is scheduled to work, 20.08 and 20.09.

ARTICLE 21 – EMPLOYEE BENEFITS

This Article is not applicable except for Article 21.06. The Employer agrees to pay an additional thirteen percent (13%) in lieu of benefits listed in this Article. This percentage shall be reduced to eight percent (8%) for those who elect to participate in O.M.E.R.S.

ARTICLE 23 – PAYMENT OF WAGES, ALLOWANCES AND OTHER CONDITIONS

Crossing Guards shall be eligible for the following:

- \$150.00 per year for appropriate clothing, plus stop sign and tear away vest as required.
- \$135.00 per year for the purpose of purchasing nonskid footwear suitable for outdoor use.

This Article is not applicable to Lifeguards, except Lifeguards shall be reimbursed by the Employer the cost of acquiring and updating or maintaining certificates for First Aid and C.P.R. in the event that such training is not provided by the Employer. Such reimbursement shall be paid upon the employee's return to work. Any time spent on training provided by the Employer shall be paid at the appropriate rate of pay.

LETTERS OF UNDERSTANDING (NEW)

LOU Article 16.01(b) – Hours of Work – Fleet

LETTER OF UNDERSTANDING

Between:

The Corporation of the City of Kingston

(“the Employer”)

AND

The Canadian Union of Public Employees, Local 109

(the “Union”)

Re: Article 16.01(b) – Hours of Work – Fleet

WHEREAS Article 16.01(b) stipulates hours of work for employees (excluding Transit Garage) occupying classifications in Wage Schedule “A”;

AND WHEREAS Fleet Garages (excluding Transit Garage) require additional shifts for more flexibility to meet operational requirements;

THEREFORE the parties hereto agree to the following:

1. In addition to the shifts stipulated in Article 16.06(b), shifts in Fleet (excluding Transit Garage) shall include the following:

<u>Category</u>	<u>Shifts</u>
10 hour shifts	1:00 p.m. to 11:00 p.m.

2. Any employee(s) in Fleet (excluding Transit Garage) can volunteer for the shift above.

DATED at the City of Kingston, this 13th day of November, 2024.

For the Employer:

E-SIGNED by Deanne Roberge
on 2024-11-13 19:00:33 GMT

E-SIGNED by Ian Semple
on 2024-11-13 18:42:39 GMT

E-SIGNED by Karen Santucci
on 2024-11-13 19:07:29 GMT

E-SIGNED by Casie Keyes
on 2024-11-13 18:53:53 GMT

E-SIGNED by Gail Cusson
on 2024-11-13 19:02:28 GMT

E-SIGNED by Kara Dawson
on 2024-11-13 18:47:19 GMT

E-SIGNED by Carly Menzies
on 2024-11-13 20:31:03 GMT

For the Union:

E-SIGNED by Adam Bol
on 2024-11-19 16:02:28 GMT

E-SIGNED by Jamie-Lee Cordeiro
on 2024-11-18 15:47:22 GMT

E-SIGNED by Luis Talledo
on 2024-11-13 21:44:53 GMT

E-SIGNED by Dawn Thomas
on 2024-11-13 21:34:20 GMT

E-SIGNED by Jana Mcdougall
on 2024-11-20 14:47:37 GMT

E-SIGNED by Lisa Leeman
on 2024-11-13 21:55:24 GMT

E-SIGNED by Jason Chown
on 2024-11-20 14:09:58 GMT

LOU Article 16.01(b) – Hours of Work – Public Works

LETTER OF UNDERSTANDING

Between:

The Corporation of the City of Kingston

(“the Employer”)

AND

The Canadian Union of Public Employees, Local 109

(the “Union”)

Re: Article 16.01(b) – Hours of Work – Public Works

WHEREAS Article 16.01(b) stipulates hours of work for employees in Public Works occupying classifications in Wage Schedule “A”;

AND WHEREAS Public Works requires additional shifts for more flexibility to meet operational requirements;

THEREFORE, the parties agree to the following:

1. In addition to the shifts stipulated in Article 16.06(b), shifts in Public Works shall include the following:

<u>Category</u>	<u>Shifts</u>
10-hour shifts (Thursday, Friday, Saturday & Sunday)	1:00p.m. to 11:00p.m.
12-hour shifts (Friday, Saturday & Sunday)	11:00a.m. to 11:00p.m. With one 8-hour shift

2. Any employee(s) in Public Works can volunteer for either of these shifts.
3. These shifts will not be scheduled during the Winter Control season (December 1st through March 31st).
4. No more than three (3) employees will be scheduled on each of the shifts at any one time between April 1 and November 30. If there are not enough volunteers to fill the above-mentioned shifts, the parties agree to the following:
 - (i) The 10-hour shift would be scheduled on Saturday and Sunday (and an 8 hour shift every other week) and the three (3) most junior part time employee(s) will be scheduled.
 - (ii) The 12-hour shift would be scheduled on Saturday and Sunday and the three (3) most junior part time employee(s) will be scheduled.

DATED at the City of Kingston, this 13th day of November, 2024.

For the Employer:

E-SIGNED by Deanne Roberge
on 2024-11-13 19:00:48 GMT

E-SIGNED by Ian Semple
on 2024-11-13 18:43:17 GMT

E-SIGNED by Karen Santucci
on 2024-11-13 19:07:41 GMT

E-SIGNED by Casie Keyes
on 2024-11-13 18:54:00 GMT

E-SIGNED by Gail Cusson
on 2024-11-13 19:02:36 GMT

E-SIGNED by Kara Dawson
on 2024-11-13 18:47:35 GMT

E-SIGNED by Carly Menzies
on 2024-11-13 20:31:09 GMT

For the Union:

E-SIGNED by Adam Bol
on 2024-11-19 16:02:40 GMT

E-SIGNED by Jamie-Lee Cordeiro
on 2024-11-18 15:47:40 GMT

E-SIGNED by Luis Talledo
on 2024-11-13 21:45:11 GMT

E-SIGNED by Dawn Thomas
on 2024-11-13 21:37:26 GMT

E-SIGNED by Jana McDougall
on 2024-11-20 14:48:02 GMT

E-SIGNED by Lisa Leeman
on 2024-11-13 21:55:33 GMT

E-SIGNED by Jason Chown
on 2024-11-20 14:10:04 GMT

LOU Implementation of future City 360 Initiatives

LETTER OF UNDERSTANDING

Between:

The Corporation of the City of Kingston

("the Employer")

AND

The Canadian Union of Public Employees, Local 109

(the "Union")

Re: Implementation of future City 360 Initiatives

WHEREAS working groups comprised of unionized and non-unionized staff from across the City have participated in the development of a unique, employee-led talent management strategy over the course of 2023; and

AND WHEREAS the DRAFT strategy includes more than 40 high-level recommendations for changes to how the City approaches its talent management programs and initiatives in the areas of Branding & Attraction, Recruitment & Selection, Retention & Recognition, Learning & Development, and employee Culture & Wellbeing; and,

AND WHEREAS both the Employer and the Union recognize the value of collaborating on the refinement and implementation of those recommendations to address the challenges and opportunities identified by City employees at all levels of the corporation to become an employer of choice in an increasingly competitive labour market; and,

AND WHEREAS there is potential that the approach to implementation of some of the recommendations may conflict with, or fall outside of current collective agreement language;

THEREFORE the parties hereto agree to the following:

1. The parties will meet to review and collaborate on the design and implementation of initiatives recommended in the City's City360 Talent Management Strategy where those recommendations would conflict with or be directly impacted by the language of the Collective Agreement
2. Nothing within this LOU constitutes the Union's approval or endorsement of specific City360 recommendations or approaches to implementation, or its waiving of the right to grieve any future action associated with the City360 Talent Management Strategy that the Union feels is in violation of this Collective Agreement.

DATED at the City of Kingston, this 13th day of November, 2024.

For the Employer:

E-SIGNED by Deanne Roberge
on 2024-11-13 19:00:56 GMT

E-SIGNED by Ian Semple
on 2024-11-13 18:43:23 GMT

E-SIGNED by Karen Santucci
on 2024-11-13 19:07:47 GMT

E-SIGNED by Casie Keyes
on 2024-11-13 18:54:05 GMT

E-SIGNED by Gail Cusson
on 2024-11-13 19:02:42 GMT

E-SIGNED by Kara Dawson
on 2024-11-13 18:54:41 GMT

E-SIGNED by Carly Menzies
on 2024-11-13 20:31:14 GMT

For the Union:

E-SIGNED by Adam Bol
on 2024-11-19 16:03:05 GMT

E-SIGNED by Jamie-Lee Cordeiro
on 2024-11-18 15:47:48 GMT

E-SIGNED by Luis Talledo
on 2024-11-13 21:45:22 GMT

E-SIGNED by Dawn Thomas
on 2024-11-13 21:41:20 GMT

E-SIGNED by Jana Mcdougall
on 2024-11-20 14:48:21 GMT

E-SIGNED by Lisa Leeman
on 2024-11-13 21:55:38 GMT

E-SIGNED by Jason Chown
on 2024-11-20 14:10:08 GMT

LOU Overtime Bypass List – Transit Services

LETTER OF UNDERSTANDING

Between:

The Corporation of the City of Kingston

(“the Employer”)

AND

The Canadian Union of Public Employees, Local 109

(the “Union”)

Re: Overtime Bypass List (Transit Services)

WHEREAS the parties acknowledge Article 16.06(d) stipulates that overtime opportunities shall first go to the employee(s) who were bypassed on the previous call;

AND WHEREAS overtime opportunities at Transit Services are frequent and numerous;

AND WHEREAS managing the bypass list within the existing scheduling system can lead to errors, misunderstandings amongst bus operators, and adds unintended complexity into the daily operations;

THEREFORE the parties hereto agree to the following:

1. Management commits to working with the scheduling system vendor to explore updating the scheduling soft to manage the overtime by-pass list as outlined in the collective agreement.
2. While this LOU is in place, all overtime opportunities at Transit Services:
 - a. Shall be on a rotating basis starting with the most senior employee on each overtime list. Each overtime opportunity shall start where the last overtime callout ended;
 - b. The use of the Bypass List as outlined in paragraph two of Article 16.06(d) will be omitted for all employees at Transit Services;
 - c. All other language in Article 16.06(d) shall apply.
3. This LOU will expire on December 31, 2025.

DATED at the City of Kingston, this 13th day of November, 2024.

For the Employer:

E-SIGNED by Deanne Roberge
on 2024-11-13 19:01:08 GMT

E-SIGNED by Ian Semple
on 2024-11-13 18:43:32 GMT

E-SIGNED by Karen Santucci
on 2024-11-13 19:07:52 GMT

E-SIGNED by Casie Keyes
on 2024-11-13 18:54:09 GMT

E-SIGNED by Gail Cusson
on 2024-11-13 19:02:49 GMT

E-SIGNED by Kara Dawson
on 2024-11-13 18:57:26 GMT

E-SIGNED by Carly Menzies
on 2024-11-13 20:31:21 GMT

For the Union:

E-SIGNED by Adam Bol
on 2024-11-19 16:03:18 GMT

E-SIGNED by Jamie-Lee Cordeiro
on 2024-11-18 15:48:01 GMT

E-SIGNED by Luis Talledo
on 2024-11-13 21:45:32 GMT

E-SIGNED by Dawn Thomas
on 2024-11-13 21:44:16 GMT

E-SIGNED by Jana Mcdougall
on 2024-11-20 14:48:38 GMT

E-SIGNED by Lisa Leeman
on 2024-11-13 21:55:57 GMT

E-SIGNED by Jason Chown
on 2024-11-20 14:10:18 GMT

LOU Personal Leave Payout

LETTER OF UNDERSTANDING

Between:

The Corporation of the City of Kingston

("the Employer")

AND

The Canadian Union of Public Employees, Local 109

(the "Union")

Re: Personal Leave Payout

WHEREAS the parties acknowledge Article 20.09 stipulates personal leave days are not eligible for payout;

AND WHEREAS the onus to grant the personal days outlined in Article 20.09 can have a negative operational impact to departments who require staff replacement;

THEREFORE the parties hereto agree to the following:

1. Full-time employees in the following departments or classifications will have the option to elect up to three (3) personal days per year be paid out:
 - Rideaucrest Home
 - Bus Operators
2. Employees may request, no later than December 1st of each year, to be paid out up to three (3) earned personal days. Employees who choose this option will receive the payout on the last pay in January of the following year.
3. Personal day(s) will be paid out at the rate of pay the employee is earning on December 31st in the year the personal day(s) are earned.
4. Employees who are not in the employ of the Employer during the last pay period in January of the following year will not be eligible for any payout.

DATED at the City of Kingston, this 13th day of November, 2024.

For the Employer:

E-SIGNED by Deanne Roberge
on 2024-11-13 19:01:26 GMT

E-SIGNED by Ian Semple
on 2024-11-13 18:43:44 GMT

E-SIGNED by Karen Santucci
on 2024-11-13 19:07:57 GMT

E-SIGNED by Casie Keyes
on 2024-11-13 18:54:13 GMT

E-SIGNED by Gail Cusson
on 2024-11-13 19:02:55 GMT

E-SIGNED by Kara Dawson
on 2024-11-13 18:59:05 GMT

E-SIGNED by Carly Menzies
on 2024-11-13 20:31:26 GMT

For the Union:

E-SIGNED by Adam Bol
on 2024-11-19 16:03:23 GMT

E-SIGNED by Jamie-Lee Cordeiro
on 2024-11-18 15:48:19 GMT

E-SIGNED by Luis Talledo
on 2024-11-19 11:48:35 GMT

E-SIGNED by Dawn Thomas
on 2024-11-13 21:45:56 GMT

E-SIGNED by Jana Mcdougall
on 2024-11-20 14:48:49 GMT

E-SIGNED by Lisa Leeman
on 2024-11-13 21:58:13 GMT

E-SIGNED by Jason Chown
on 2024-11-20 14:10:23 GMT

LOU Standby Duty Assignments – Building Operator (Trades)

LETTER OF UNDERSTANDING

Between:

The Corporation of the City of Kingston

(“the Employer”)

AND

The Canadian Union of Public Employees, Local 109

(the “Union”)

Re: Standby Duty Assignments – Building Operator (Trades)

WHEREAS there are challenges having enough employees in the classification of Building Operator (Trades) volunteer for Standby Duty;

AND WHEREAS Standby Duty shall be on a voluntary basis;

THEREFORE the parties hereto agree to the following:

1. Standby Duty shall be compensated for the classification at the rate of three dollars (\$3.00) per hour for each hour of Standby Duty outside of their regularly scheduled shift.
2. Each employee in the Building Operator (Trades) classification who volunteers for Standby Duty will be given one (1) additional day for each week of Standby Duty, up to a maximum of five (5) days per calendar year.
3. If there are not enough volunteers to cover all 52 weeks per year of Standby Duty, any remaining weeks will be contracted out.

DATED at the City of Kingston, this 13th day of November, 2024.

For the Employer:

E-SIGNED by Deanne Roberge
on 2024-11-13 19:01:40 GMT

E-SIGNED by Ian Semple
on 2024-11-13 18:43:51 GMT

E-SIGNED by Karen Santucci
on 2024-11-13 19:08:01 GMT

E-SIGNED by Casie Keyes
on 2024-11-13 18:54:19 GMT

E-SIGNED by Gail Cusson
on 2024-11-13 19:03:04 GMT

E-SIGNED by Kara Dawson
on 2024-11-13 18:59:58 GMT

E-SIGNED by Carly Menzies
on 2024-11-13 20:31:32 GMT

For the Union:

E-SIGNED by Adam Bol
on 2024-11-19 16:03:35 GMT

E-SIGNED by Jamie-Lee Cordeiro
on 2024-11-18 15:48:36 GMT

E-SIGNED by Luis Talledo
on 2024-11-19 11:48:39 GMT

E-SIGNED by Dawn Thomas
on 2024-11-13 21:47:21 GMT

E-SIGNED by Jana Mcdougall
on 2024-11-20 14:48:57 GMT

E-SIGNED by Lisa Leeman
on 2024-11-13 21:56:25 GMT

E-SIGNED by Jason Chown
on 2024-11-20 14:10:28 GMT

LETTERS OF UNDERSTANDING (RENEW WITH REVISIONS)

LOU Market Adjustment

LETTER OF UNDERSTANDING

Between:

The Corporation of the City of Kingston

("the Employer")

AND

The Canadian Union of Public Employees, Local 109

(the "Union")

RE: Market Adjustment

WHEREAS the Employer and the Union are parties to a collective agreement which includes language regarding use of the CUPE Job Evaluation system, which is an internally focused tool that determines rates of pay for CUPE Jobs;

AND WHEREAS, the parties understand there are occasions where the Employer has significant challenges with recruitment and selection, and/or retention of qualified candidates due to a competitive labour market and shortage of skills. Due to those challenges, the Employer will schedule a meeting to discuss the establishment of a market wage adjustment.

AND WHEREAS the Employer has been unsuccessful in filling regular permanent vacancies despite multiple job postings;

AND WHEREAS the job posting clearly reflects the responsibilities required for the position;

AND WHEREAS there is a demonstrated need to review external factors, this analysis may result in a temporary adjustment to the compensation for a job class. To determine if a position requires a market adjustment, an analysis of various criteria shall be completed by Human Resources, which will include an examination of the following factors:

- *whether there is a skills shortage causing a temporary inflation in compensation;*
- *whether there are difficulties in recruiting employees with the requisite skills for positions in the job class;*
- *whether there is an inability to recruit qualified candidates at the start rate outlined in the collective agreement through 2 unsuccessful job postings;*
- *whether there is a supply of qualified candidates (labour market demands, specialized skill – skill shortage);*
- *whether the position(s) was advertised, the length of time the search and whether internal candidates have been trained and are now available.*
- *Previous candidates have not met testing and/or qualification requirements within the probationary period;*

When a minimum of the above 3 out of 6 criteria has been met, the Co-Chairs will review the comparator survey results, including similar postings in pre-established comparable sized municipalities and local employers, wage rate, minimum qualifications required, where the position is advertised, level of difficulty filling similar positions, and any other information deemed relevant.

THEREFORE, the parties agree to establish a joint committee consisting of the two (2) co-chairs, one of the Union and the Employer.

General Provisions:

- a) The full and final analysis, including the market adjusted wage rate, will be presented to the Union Co-Chair.
- b) The Co-Chairs shall meet to set the market adjustment and ensure that a market adjustment is compliant with the Ontario Pay Equity Act (1990).
- c) If the Co-Chairs agree with the market adjustment results and proposed new temporary salary, a letter will be sent to the Union President and Secretary.
- d) New or current incumbents receiving a market adjustment will receive a letter stating it is temporary, next review date and expiry date.
- e) All market adjustments are temporary in nature and upon expiry of a market adjustment, the Co-Chairs will review the full and final analysis of the position to determine if a skill shortage or other factors as reviewed initially, still exist.
- f) The circumstances of each authorized market adjustment shall be reviewed in consultation with the Union every 24 months to determine if the original criteria still exists.
- g) When no longer justified, the employee(s) shall be red-circled until such time as their wage rate is in accordance with the wage schedule as set out in the Collective Agreement.
- h) In the event that the weekly hours of work (i.e. 35 hrs to 40 hrs) of a position are changed, the market adjusted wage rate will be reassessed by the Co-Chairs.
- i) The Union reserves the right to file grievances related to market adjustments and their application.

DATED at the City of Kingston, this 13th day of November, 2024.

For the Employer:

E-SIGNED by Deanne Roberge
on 2024-11-15 14:58:47 GMT

E-SIGNED by Ian Semple
on 2024-11-14 21:21:54 GMT

E-SIGNED by Karen Santucci
on 2024-11-14 21:22:03 GMT

E-SIGNED by Casie Keyes
on 2024-11-15 13:18:36 GMT

E-SIGNED by Gail Cusson
on 2024-11-15 13:40:23 GMT

E-SIGNED by Kara Dawson
on 2024-11-15 13:32:39 GMT

E-SIGNED by Carly Menzies
on 2024-11-15 16:01:57 GMT

For the Union:

E-SIGNED by Adam Bol
on 2024-11-19 16:03:56 GMT

E-SIGNED by Jamie-Lee Cordeiro
on 2024-11-18 15:54:22 GMT

E-SIGNED by Luis Talledo
on 2024-11-18 16:30:00 GMT

E-SIGNED by Dawn Thomas
on 2024-11-15 13:54:25 GMT

E-SIGNED by Jana Mcdougall
on 2024-11-21 18:53:33 GMT

E-SIGNED by Lisa Leeman
on 2024-11-18 18:44:12 GMT

E-SIGNED by Jason Chown
on 2024-11-20 14:09:39 GMT

LETTERS OF UNDERSTANDING (RENEW)

LOU City of Kingston – Local Emergency

LETTER OF UNDERSTANDING

Between:

The Corporation of the City of Kingston

(“the Employer”)

AND

The Canadian Union of Public Employees, Local 109

(the “Union”)

RE: City of Kingston – Local Emergency

WHEREAS CUPE Local 109 is committed to assisting in any local emergency;

AND WHEREAS A local emergency is defined as a situation or an impending situation that constitutes a danger of major proportions that could result in serious harm to persons or substantial damage to property and that is caused by the forces of nature, a disease or other health risk, an accident or an act whether intentional or otherwise. Examples include but not limited to a disruption in water, electric or natural gas service, ice storm, or a potential terrorist threat where the public is asked to remain alert. This does not include staffing challenges or outbreaks at Rideaucrest Home.

THEREFORE be it resolved that:

1. The Employer will determine which employees are required to work in areas other than their regular job. Those employees identified will be asked to work in other areas, and if there are not adequate numbers, the Employer will require the most junior employee to work.
2. The Employer will arrange for adequate training, if required, and the order of call out, assignment of work, and hours of work may differ from the provision of this Agreement.
3. In recognition that daily hours may be different from periods of non-emergency, overtime as per Article 16.06 (d) shall apply for time worked beyond an employee’s normal daily hours, (i.e. 7, 7.5, 8, etc.). The Employer will endeavor to use the overtime roster where it exists, but it is understood and agreed that there will be no guarantee of overtime on a rotating basis starting with the most senior employee on each overtime roster.
4. The Employer agrees that this Letter of Understanding in no way undermines CUPE Local 109’s right to strike as outlined in the *Ontario Labour Relations Act*.
5. This Letter of Understanding shall be appended to and form part of the Collective Agreement.

The terms of this Letter of Understanding are not intended to set precedent or prejudice future negotiations in any way.

DATED at the City of Kingston, this 13th day of November, 2024.

For the Employer:

E-SIGNED by Deanne Roberge
on 2024-11-14 15:37:48 GMT

E-SIGNED by Ian Semple
on 2024-11-13 22:01:26 GMT

E-SIGNED by Karen Santucci
on 2024-11-18 15:11:31 GMT

E-SIGNED by Casie Keyes
on 2024-11-14 15:41:23 GMT

E-SIGNED by Gail Cusson
on 2024-11-14 13:32:24 GMT

E-SIGNED by Kara Dawson
on 2024-11-14 13:45:26 GMT

E-SIGNED by Carly Menzies
on 2024-11-19 13:43:03 GMT

For the Union:

E-SIGNED by Adam Bol
on 2024-11-19 16:04:26 GMT

E-SIGNED by Jamie-Lee Cordeiro
on 2024-11-18 15:55:42 GMT

E-SIGNED by Luis Talledo
on 2024-11-18 16:30:33 GMT

E-SIGNED by Dawn Thomas
on 2024-11-15 14:07:30 GMT

E-SIGNED by Jana McDougall
on 2024-11-21 14:52:19 GMT

E-SIGNED by Lisa Leeman
on 2024-11-13 21:50:27 GMT

E-SIGNED by Jason Chown
on 2024-11-20 14:08:45 GMT

LOU Contracting Out

LETTER OF UNDERSTANDING

Between:

The Corporation of the City of Kingston

("the Employer")

AND

The Canadian Union of Public Employees, Local 109

(the "Union")

RE: Contracting Out

The Employer and Union agree to the following:

1. Except in case of an emergency, the Employer agrees to notify the Union in writing ninety (90) calendar days in advance of any additional contracting out of work normally performed by the Employees of the Bargaining Unit other than Work that is presently contracted out.
2. The Employer shall set up a meeting with the Union within five (5) working days of delivery of written notification to the Union of its intention to contract out or privatize the Work. At that meeting, the Employer shall identify the Work to be contracted out and the reasons that have led to the decision to recommend the contracting out of the Work.
3. During the meeting, the Employer agrees to provide all information to the Union including costs, and any other relevant information. The Union acknowledges that information provided by the Employer may be confidential and the Union agrees that it will maintain the confidentiality of that information and not disclose it to any person other than a member of the Union Executive. Following receipt of the information, the Union may make a submission or provide comments on the Employer's plan to the appropriate Commissioner within forty-five (45) days of delivery of the Employer's information. The Commissioner will give due consideration to the Union's submission before making a final decision as to whether or not such work will be contracted out.
4. If the contracting out of work normally performed by Employees of the Bargaining Unit would result in the reduction of full time employees in the Bargaining Unit, the final decision as to whether or not such work will be contracted out shall be made by the Employer's City Council.

DATED at the City of Kingston, this 13th day of November, 2024.

For the Employer:

For the Union:

E-SIGNED by Deanne Roberge
on 2024-11-14 15:37:56 GMT

E-SIGNED by Adam Bol
on 2024-11-19 16:04:33 GMT

E-SIGNED by Ian Semple
on 2024-11-13 22:01:30 GMT

E-SIGNED by Jamie-Lee Cordeiro
on 2024-11-18 15:55:51 GMT

E-SIGNED by Karen Santucci
on 2024-11-18 15:11:43 GMT

E-SIGNED by Luis Talledo
on 2024-11-18 16:30:39 GMT

E-SIGNED by Casie Keyes
on 2024-11-14 15:41:28 GMT

E-SIGNED by Dawn Thomas
on 2024-11-15 14:11:50 GMT

E-SIGNED by Gail Cusson
on 2024-11-14 13:32:46 GMT

E-SIGNED by Jana Mcdougall
on 2024-11-21 14:59:13 GMT

E-SIGNED by Kara Dawson
on 2024-11-14 13:46:14 GMT

E-SIGNED by Lisa Leeman
on 2024-11-13 21:50:56 GMT

E-SIGNED by Carly Menzies
on 2024-11-19 13:43:09 GMT

E-SIGNED by Jason Chown
on 2024-11-20 14:08:57 GMT

LOU Declared State of Emergency

LETTER OF UNDERSTANDING

Between:

The Corporation of the City of Kingston

("the Employer")

AND

The Canadian Union of Public Employees, Local 109

(the "Union")

RE: Declared State of Emergency

WHEREAS CUPE Local 109 and the Employer have a mutual desire to maintain the delivery of essential and/or critical municipal services and community safety during a State of Emergency declared by Provincial and/or Federal government ["State of Emergency"];

AND WHEREAS CUPE Local 109 and the Employer have a mutual desire to preserve employment for members of the bargaining unit insofar as possible;

AND WHEREAS "State of Emergency" is guided by Provincial or Federal legislation and involves an urgent and critical situation and does not include a Climate Emergency;

AND WHEREAS the parties acknowledge a declared State of Emergency may require temporary adjustments to staffing;

THEREFORE be it resolved that:

1. For the length of any State of Emergency, and for a duration of twenty-one (21) calendar days thereafter, where it is necessary to make changes to the staffing complement of the Employer as a result of the State of Emergency, the following process will apply:
 - a. After consultation with the Union, the Employer will, transfer, reassign staff as required and as outlined in this LOU. In such cases:
 - i. The Employer will identify the impacted positions and available work within the Bargaining Unit;
 - ii. Available positions will be offered by seniority to qualified employees, who would otherwise be displaced from their home position, which may result in changes to their current shift, location and hours of work;
 - iii. Full time employees will be entitled to maintain their regular rate of pay for sixty (60) calendar days while in the reassigned position, after which time they will be offered a layoff in accordance with Article 15. If the employee does not accept the layoff they will receive the rate of pay for the reassigned position. If the employee accepts a layoff the response time in 15.04 shall not apply and will be 24 hours' notice.
 - iv. Part time employees will receive the rate of pay for the reassigned position for the duration of the reassignment;
 - v. Where an employee cannot accept an offered reassignment, they shall continue to be considered for future reassignment positions for a maximum of two (2) offerings;
 - vi. Reassigned employees shall have the first preference to return to their former position before any new employee is hired or moved into that position;
 - vii. Members of CUPE 109 shall get first preference for available work normally performed by members of the bargaining unit;

- b. Overtime as per Article 16.06 (d) shall apply for time worked beyond an employee's normal daily hours of their temporary reassignment. The Employer will endeavor to use the overtime roster where it exists, but it is understood and agreed that there will be no guarantee of overtime on a rotating basis starting with the most senior employee on each overtime roster.
 - c. After engaging 1(a) above, any employees not reassigned temporarily may be laid off in accordance with Article 15.
 - i. The response time in 15.04 shall not apply and will be 24 hours' notice;
2. The Employer will provide as much advance notice as possible to CUPE 109 of the need to take the steps set out herein.
 3. The parties agree that in the event of conflict between the Collective Agreement and this Letter of Understanding, the terms of this Letter of Understanding shall prevail.
 4. In the event that legislative/regulatory provisions are passed in relation to the State of Emergency that relate to the terms of this LOU the parties will meet to discuss the implications of such provisions.
 5. The Employer agrees that this Letter of Understanding in no way undermines CUPE Local 109's right to strike as outlined in the *Ontario Labour Relations Act*.

The terms of this Letter of Understanding are not intended to set precedent or prejudice future negotiations in any way.

DATED at the City of Kingston, this 13th day of November, 2024.

For the Employer:

E-SIGNED by Deanne Roberge
on 2024-11-14 15:38:09 GMT

E-SIGNED by Ian Semple
on 2024-11-13 22:01:36 GMT

E-SIGNED by Karen Santucci
on 2024-11-18 15:11:50 GMT

E-SIGNED by Casie Keyes
on 2024-11-14 15:41:34 GMT

E-SIGNED by Gail Cusson
on 2024-11-14 13:32:53 GMT

E-SIGNED by Kara Dawson
on 2024-11-14 13:47:18 GMT

E-SIGNED by Carly Menzies
on 2024-11-19 13:43:15 GMT

For the Union:

E-SIGNED by Adam Bol
on 2024-11-19 16:04:45 GMT

E-SIGNED by Jamie-Lee Cordeiro
on 2024-11-18 15:56:05 GMT

E-SIGNED by Luis Talledo
on 2024-11-18 16:30:45 GMT

E-SIGNED by Dawn Thomas
on 2024-11-15 16:10:17 GMT

E-SIGNED by Jana McDougall
on 2024-11-21 18:52:21 GMT

E-SIGNED by Lisa Leeman
on 2024-11-13 21:51:58 GMT

E-SIGNED by Jason Chown
on 2024-11-20 14:09:03 GMT

LOU Flex Time Program

LETTER OF UNDERSTANDING

Between:

The Corporation of the City of Kingston

("the Employer")

AND

The Canadian Union of Public Employees, Local 109

(the "Union")

Re: Flex Time Program

WHEREAS, the hours of work for full time employees in Schedule 'B' assigned to office/administration positions have previously been scheduled Monday to Friday, in accordance with Article 16.02;

AND WHEREAS, the Parties agree that the Employer is in no way obligated to introduce, or grant requests for, schedules and/or hours of work which are not already defined in the current collective agreement;

AND WHEREAS the Parties agree that a "flex" program which allows for schedules and/or hours of work which are not already defined in the current collective agreement will be introduced for a defined group of employees.

A Flex Time Program shall be established as follows:

1. This program will allow eligible full time employees in Schedule 'B' assigned to office/administration positions who have limited or no ability to fund their own "lieu banks" through banking of overtime, to work and bank at straight time, hours in addition to their regularly scheduled hours of work. Such hours may be taken as paid time off at straight time that is mutually agreeable between the employee and the Employer, based on operational needs.
2. All hours worked in addition to one's regularly scheduled hours of work must be approved in advance by the employee's supervisor.
3. Only time worked as an extension to the employee's regular shift, or during an employee's lunch hour may be banked. If the employee does not receive a paid lunch break or has a lunch break under one hour then no time can be worked during the lunch break.
4. The maximum additional time which may be worked during one's lunch hour will be no greater than thirty (30) minutes so that a minimum thirty (30) minute lunch break is taken each day.
5. Employees must work their regularly scheduled daily hours of work to be eligible to work, and bank, hours under the 'flex' program.
6. Employees can work and bank at straight time, up to one (1) hour per day under the "Flex Time" program to a maximum of thirty-five (35) hours total banked time in any calendar year, to be taken as paid leave from work. These hours will be banked at straight time, and will be in addition to hours banked as lieu time under Article 16.06 (e).
7. Employees can not work and bank time under the "Flex Time" program that would normally be overtime work.
8. Employees may take up to a maximum of three and a half (3 ½) hours off per day.

9. All time off taken under the "Flex Time" program must be approved by the employee's supervisor in advance. Only requests which do not negatively impact the operations of the department will be considered. All additional hours worked and banked under the "Flex Time" program will be recorded within the department on a weekly basis and signed off by both the employee and the supervisor.
10. The 'Flex Time' program will be offered to eligible employees subject to operational requirements and will not be based on seniority.
11. The "Flex Time" program will not result in any additional costs to the Employer.
12. Any additional hours worked and banked under the "Flex Time" program which are not taken by the end of the calendar year in which they are banked are lost. No hours banked shall be eligible for carry-over and/or pay out.

DATED at the City of Kingston, this 13th day of November, 2024.

For the Employer:

For the Union:

E-SIGNED by Deanne Roberge
on 2024-11-14 15:38:17 GMT

E-SIGNED by Adam Bol
on 2024-11-19 16:04:49 GMT

E-SIGNED by Ian Semple
on 2024-11-13 22:01:41 GMT

E-SIGNED by Jamie-Lee Cordeiro
on 2024-11-18 15:56:11 GMT

E-SIGNED by Karen Santucci
on 2024-11-18 15:12:03 GMT

E-SIGNED by Luis Talledo
on 2024-11-18 16:30:52 GMT

E-SIGNED by Casie Keyes
on 2024-11-14 15:41:39 GMT

E-SIGNED by Dawn Thomas
on 2024-11-15 16:16:44 GMT

E-SIGNED by Gail Cusson
on 2024-11-14 13:33:01 GMT

E-SIGNED by Jana Mcdougall
on 2024-11-21 18:52:31 GMT

E-SIGNED by Kara Dawson
on 2024-11-14 13:48:12 GMT

E-SIGNED by Lisa Leeman
on 2024-11-13 21:53:28 GMT

E-SIGNED by Carly Menzies
on 2024-11-19 13:43:22 GMT

E-SIGNED by Jason Chown
on 2024-11-20 14:09:08 GMT

LOU Job Posting and Promotion Procedure (Start Rates)

LETTER OF UNDERSTANDING

Between:

The Corporation of the City of Kingston

("the Employer")

AND

The Canadian Union of Public Employees, Local 109

(the "Union")

RE: Job Posting and Promotion Procedure (Start Rates)

The Parties hereto agree to the following:

For those specialized/professional positions that are difficult to recruit, the start rate and vacation entitlement will be based on the applicant's experience, and will offer a rate not to exceed that of the twenty four (24) month rate, as outlined in the Schedule, and vacation will be offered, not to exceed three (3) weeks. Any incumbents in the affected positions who are below the newly offered start rate and vacation shall have their hourly rate and vacation adjusted to match that of the new hire. The President of CUPE Local 109 and/or their designate will be notified in advance of making such offers to new applicants.

DATED at the City of Kingston, this 13th day of November, 2024.

For the Employer:

E-SIGNED by Deanne Roberge
on 2024-11-14 15:38:24 GMT

E-SIGNED by Ian Semple
on 2024-11-13 22:01:44 GMT

E-SIGNED by Karen Santucci
on 2024-11-18 15:12:09 GMT

E-SIGNED by Casie Keyes
on 2024-11-14 15:41:43 GMT

E-SIGNED by Gail Cusson
on 2024-11-14 13:33:06 GMT

E-SIGNED by Kara Dawson
on 2024-11-14 13:48:31 GMT

E-SIGNED by Carly Menzies
on 2024-11-19 13:43:26 GMT

For the Union:

E-SIGNED by Adam Bol
on 2024-11-19 16:04:55 GMT

E-SIGNED by Jamie-Lee Cordeiro
on 2024-11-18 15:56:33 GMT

E-SIGNED by Luis Talledo
on 2024-11-18 16:30:56 GMT

E-SIGNED by Dawn Thomas
on 2024-11-15 16:18:04 GMT

E-SIGNED by Jana McDougall
on 2024-11-21 18:52:43 GMT

E-SIGNED by Lisa Leeman
on 2024-11-13 21:54:01 GMT

E-SIGNED by Jason Chown
on 2024-11-20 14:09:17 GMT

WAGE SCHEDULES

CUPE WAGE SCHEDULE "A" – January 1, 2024 4% Increase

Band	Job Code	Classification	Start	12mos	24mos	36mos
Prob		Probationary rate (640 hrs. required before progression)	\$22.02			
UTP	09A238	Utility Person	\$23.34	\$26.23	\$27.46	\$28.72
8	09A141	Scale Clerk/Groundskeeper	\$24.73	\$27.58	\$28.66	\$29.75
	09A271	Labourer				
9	09A290	Utility Person (Fleet)	\$24.56	\$27.57	\$28.80	\$30.11
10	09A033	Driver Labourer	\$25.51	\$28.66	\$30.01	\$31.42
	09A106	Driver Lab/Job Costing Clerk				
	09A111	Skilled Lab (Cement Mason)				
	09A180	Skilled Labourer				
	09A236	Marina Operator				
11	09A029	Arena Operator	\$26.62	\$29.88	\$31.24	\$32.68
	09A173	Skilled Lab (Bldg Maintenance)				
	09A245	Skilled Lab (Playground Insp)				
12	09A316	Junior Surveyor/ Inspector	\$27.00	\$30.24	\$31.63	\$33.04
	09A030	Skilled Operator				
	09A253	Skilled Labourer (Airport)				
	09A177	Skilled Lab (Horticulture)				
	09A137	Trades				
13			\$27.64	\$31.01	\$32.40	\$33.83
14	09A142	Recycling Hazardous Waste Spec	\$28.11	\$31.53	\$33.06	\$34.59
	09A263	Building Technologist				
15	09A138	Skilled Lab (Cert. Arborist)	\$28.45	\$32.12	\$33.75	\$36.40
	09A273	Stormwater Technologist				
16	09A181	Asst Spvr (Airport)	\$30.57	\$34.50	\$36.29	\$38.11
17	09A257	Asst Spvr, Recreation Facil.	\$32.71	\$36.96	\$38.81	\$40.78
	09A003	Mechanic				
	09A032	Asst Spvr (Roads & Solid Waste)				
	09A057	Asst Spvr (Parks & Arenas)				
	09A176	Asst Spvr (Arbor & Hort)				
	09A054	Surveyor/Inspector				
18	09A174	Building Operator (Trades)	\$35.91	\$39.49	\$40.59	\$41.67

**CUPE WAGE SCHEDULE "A" – January 1, 2024
4% Increase**

Band	Job Code	Classification	Start	12mos	24mos	36mos
19			\$34.91	\$39.34	\$41.43	\$43.47
20	09A031	Asst Spvr (Fleet)	\$35.96	\$40.59	\$42.71	\$44.84
	09A259	Asst Spvr (Bldgs & Properties)				

CUPE WAGE SCHEDULE "B" – January 1, 2024
4% Increase

Band	Job Code	Classification	Start	12mos	24mos	36mos
1			\$22.03	\$24.00	\$24.46	\$24.92
2			\$22.35	\$24.38	\$24.84	\$25.36
3	09B009	Parking Lot Attendant	\$22.18	\$24.43	\$25.07	\$25.81
	09B313	Heritage Operations Assistant				
4	09B058	Custodian (City Hall) (40 hours)	\$23.08	\$25.37	\$26.03	\$26.73
5	09B203	Deputy Market Clerk	\$23.94	\$26.26	\$27.01	\$27.64
	09B004	Clerk/Messenger/Printer				
6	09B089	Receptionist (Rideaucrest)	\$23.20	\$25.93	\$27.03	\$28.09
7	09B088	Custodian (POH)	\$24.44	\$27.10	\$28.05	\$28.98
	09B093	Clerk (Planning & Development)				
	09B178	Records Clerk				
	09B240	Fitness Attendant				
	09B302	Custodian (Rec Facilities) (40 hours)				
8	09B216	Clerk (Fire)	\$24.73	\$27.58	\$28.66	\$29.75
	09B292	Clerk II				
9	09B091	Clerk II (Operations)	\$24.56	\$27.57	\$28.80	\$30.11
	09B113	Bookkeeper (Grand)				
	09B117	Parts Inventory Control Clerk (40 hours)				
10	09B010	Custodian (Artillery Park) (40 hours)	\$25.51	\$28.66	\$30.01	\$31.42
	09B061	Clerk/Secretary				
	09B116	Clerk/Secretary (Prks & Arena) (40 hours)				
	09B139	Parking Equipment Technician (40 hours)				
	09B156	Secretary (Fire)				
	09B161	Clerk/Secretary (Rideaucrest)				
	09B185	Secretary (Transit)				
	09B215	Clerk (Facility Bookings)				
	09B218	Transportation Secretary				
	09B279	Inventory Clerk (Fire)				

CUPE WAGE SCHEDULE “B” – January 1, 2024
4% Increase

Band	Job Code	Classification	Start	12mos	24mos	36mos
11	09B005	Airport Office Administrator	\$26.62	\$29.88	\$31.24	\$32.68
	09B008	Clerk II (Transportation)				
	09B013	Accounts Payable Clerk				
	09B019	Secretary (Deputy City Clerk)				
	09B021	Records Clerk-ByLaw & Agreemnt				
	09B043	Cashier				
	09B059	Clerk/Secretary (Transit)				
	09B095	Animal/Gen By-Law Enf Officer				
	09B100	Court Clerk Cashier				
	09B158	Clerk/Secretary (Planning)				
	09B182	Clerk/Secretary (PlanBldgLic)				
	09B204	Clerk/Secretary (Fleet)				
	09B242	Energy Management Assistant				
	09B276	Transport Bylaw Enf Officer				
	09B281	Cashier (PlanBldgLic)				
	09B282	Clerk/Secretary (Rideaucrest)				
	09B139	Parking Equip Technician				
	09B160	Secretary (Parking)				
	09B285	Customer Experience Agent				
	09B301	Energy and Asset Analyst				
	09B305	Finance and Cust. Serv. Clerk				
	09B157	Payroll/Staffing Clerk (Rid)				
12	09B018	Licensing/Lottery Agent	\$27.00	\$30.24	\$31.63	\$33.04
	09B024	Case Aide (Social Services)				
	09B034	Traffic Analyst				
	09B042	Housing & Social Srvcs Clerk				
	09B080	Print Shop Operator				
	09B099	Enforcement Agent				
	09B101	Secretary (Engineering)				
	09B120	Secretary (POH)				
	09B144	Records Systems Coordinator				
	09B155	Finance Clerk (Grand/Rec&L)				
	09B165	Secretary (Purchasing)				
	09B200	GIS Technician				
	09B201	Clerk (Projects & Planning)				
	09B219	Registry Assistant				
	09B235	Secretary (Rideaucrest)				
	09B247	Drop-In Program Coordinator				
	09B251	Museum Assistant				
	09B256	Finance Clerk (Rec & Leisure)				
	09B295	Clerk (Transportation & PW)				
	09B115	Vital Statistics Clerk				
	09B170	Recreation Clerk				
	09B280	Purchasing Agent				
	09B312	Fleet Services Coordinator (40 hours)				
	09B315	Prog Coord, Climate Leadership				
	09B317	Junior Stormwater Technologist				

CUPE WAGE SCHEDULE "B" – January 1, 2024
4% Increase

Band	Job Code	Classification	Start	12mos	24mos	36mos
13	09B041	Secretary I	\$27.64	\$31.01	\$32.40	\$33.83
	09B051	Planning Technician				
	09B060	Secretary (Artillery Park)				
	09B062	Accounting Clerk				
	09B081	Tax Clerk				
	09B184	Secretary (Operations Admin)				
	09B191	Permit Technologist				
	09B193	Financial Services Clerk				
	09B239	Fitness & Wellness Prog. Coord				
	09B243	Finance Clerk (Fire)				
	09B261	Coordinator, Parking Admin				
	09B266	Passenger Relations Associate				
	09B270	Cultural Heritage Assistant				
	09B272	Secretary I				
	09B277	Noise Enforcement Officer				
	09B023	Clerk IV (Finance-Com Fam Srv)				
	09B224	Intern Building Official				
14	09B007	Facil. Bookings & Events Coord	\$28.11	\$31.53	\$33.06	\$34.59
	09B025	Child Care Caseworker				
	09B186	Lottery Licensing Officer				
	09B190	Technical Procurement Clerk				
	09B198	Capital Projects Technician				
	09B252	Technical Acc'ts Payable Clerk				
	09B254	Civic Collection Technician				
	09B255	Parking Technologist				
	09B284	Licensing & Enforcement Agent				
	09B196	Tree Inspector (40 hours)				
	09B303	Jr. Engineering Technologist				
	09B308	Data Analyst				
15	09B022	Admin Officer (Childcare Prog)	\$28.45	\$32.12	\$33.75	\$36.40
	09B052	Infrastructure Eval Technician				
	09B055	Development Technologist				
	09B096	Property Standards Officer				
	09B114	Program Coordinator				
	09B128	Public Ed & Promotion Coord				
	09B150	Environmental Technologist				
	09B189	Technical Accounting Clerk				
	09B197	POA Collections Officer				
	09B221	Eng Tech - Cut Permits & Insp				
	09B229	Aquatics & Wellness Prog Coord				
	09B249	Asst Spvr (Com Cultural Devel)				
	09B275	Information Compliance Analyst				
	09B274	Licensing & Enforcement Coord				
	09B039	Waste Services Coordinator				
	09B306	Comm. Dev. Coordinator				

**CUPE WAGE SCHEDULE “B” – January 1, 2024
4% Increase**

Band	Job Code	Classification	Start	12mos	24mos	36mos
16	09B026	Case Manager	\$30.57	\$34.50	\$36.29	\$38.11
	09B053	Engineering Tech, Infra				
	09B075	Community Case Manager				
	09B083	Secretary/Treasurer-Com of Adj				
	09B103	Curator				
	09B104	Asst Spvr (Rec Programs)				
	09B166	Eng Technologist (Traffic)				
	09B192	Corporate Buyer				
	09B217	Admin Officer (OW Payments)				
	09B226	Rural Affairs & Promo Coord				
	09B246	GIS Coordinator (Planning)				
	09B283	Research Assistant				
	09B241	Community Programs Caseworker				
	09B085	Committee Clerk				
	09B244	Financial Admin Officer				
	09B278	Prop Strds & Mun Law Enf Off				
	09B289	GIS Technician (PW)				
	09B297	Asst Spvr, Customer Experience				
	09B298	Curator, Indigenous Initiative				
	09B304	Asst Spvr, Heritage Prog.				
17	09B073	Program Integrity Officer	\$32.71	\$36.96	\$38.81	\$40.78
	09B084	Housing & Social Serv Coordinator				
	09B086	Family Support Worker				
	09B168	Planner				
	09B220	Housing Registry Coordinator				
	09B260	Infrastructure Des / Data Tech				
	09B207	Intermediate Env Technologist				
	09B264	Public Art Coordinator				
	09B265	Data Analysis Coordinator				
	09B300	Forestry Technologist (40 hours)				
	09B309	Project Coordinator				
	09B314	Heritage Coordinator				

CUPE WAGE SCHEDULE "B" – January 1, 2024
4% Increase

Band	Job Code	Classification	Start	12mos	24mos	36mos
18	09B038	GIS Specialist	\$35.91	\$39.49	\$40.59	\$41.67
	09B072	Employment Services Coord				
	09B250	Ontario Works Coordinator				
	09B291	Building Services Enforcement Coordinator				
	09B310	Transport. Technologist-Design				
	09B294	Engineering/GIS Technologist *				
	09B110	Building & Plumbing Inspector *				
	09B293	Engineering Technologist *				
	09B206	Senior Stormwater Technologist *				
	09B118	Capital Projects Coordinator *				
	*	Engineering/GIS Technologist (Temporary Market Adjustments)	\$36.50	\$38.89	\$40.16	\$42.27
	*	Building & Plumbing Inspector (Temporary Market Adjustments)	\$40.65	\$42.00	\$45.81	\$47.72
	*	Engineering Technologist (Temporary Market Adjustments)	\$39.64	\$42.67	\$44.06	\$46.38
	*	Senior Stormwater Technologist (Temporary Market Adjustments)	\$39.77	\$42.18	\$43.56	\$45.85
	*	Capital Projects Coordinator (Temporary Market Adjustments)	\$43.68	\$46.15	\$47.64	\$49.62
19	09B035	Traffic Coordinator	\$34.91	\$39.34	\$41.43	\$43.47
	09B074	Eligibility Review Officer				
	09B162	Parks & Open Space Plng Coord				
	09B169	Intermediate Planner				
	09B109	Senior Dev Technologist **				
	**	Senior Dev Technologist (Temporary Market Adjustments)	\$41.38	\$45.13	\$47.09	\$49.05
20	09B209	Senior Infrastructure Designer	\$35.96	\$40.59	\$42.71	\$44.84
	09B299	Senior Environmental Technologist				
	09B307	Transportation Technologist				
	09B212	Senior Building Official ***				
	***	Senior Building Official (Temporary Market Adjustments)	\$44.02	\$45.80	\$49.97	\$52.05
21	09B199	GIS Applications Specialist	\$38.15	\$42.52	\$44.20	\$45.91
22	09B311	Senior Planner - Transportation	\$39.04	\$43.47	\$45.19	\$46.94
	09B087	Senior Planner ****				
	****	Senior Planner (Temporary Market Adjustments)	\$45.25	\$50.42	\$52.59	\$54.22

CUPE WAGE SCHEDULE "C" – January 1, 2024
4% Increase

Band	Job Code	Classification	Start	12mos	24mos	36mos
6	09C001	Laundry Aide	\$23.20	\$25.93	\$27.03	\$28.09
	09C046	Environmental Serv Custodian				
	09C047	Maintenance Mechanic Assistant				
7						
8	09C049	Dietary Aide	\$24.73	\$27.58	\$28.66	\$29.75
9						
10	09C258	Admissions Clerk	\$25.51	\$28.66	\$30.01	\$31.42
11	09C050	Personal Support Worker	\$26.62	\$29.88	\$31.24	\$32.68
	09C122	Purchaser/Receiver				
	09C157	Payroll/Staffing Clerk (Rid)				
12	09C143	Asst Spvr (Environmental Serv)	\$27.00	\$30.24	\$31.63	\$33.04
	09C230	Restorative Care Assistant				
13	09C097	Life Enrichment Coordinator	\$27.64	\$31.01	\$32.40	\$33.83
	09C045	Cook				
14	09C048	Maintenance Mechanic (Rid)	\$28.11	\$31.53	\$33.06	\$34.59
15	09C123	Records & Staffing Clerk	\$28.45	\$32.12	\$33.75	\$36.40
	09C213	Asst Spvr (Life Enrichment)				
16	09C108	Registered Practical Nurse	\$30.57	\$34.50	\$36.29	\$38.11
17	09C231	RAI/Documentation Coordinator	\$32.71	\$36.96	\$38.81	\$40.78

**CUPE WAGE SCHEDULE "D" – January 1, 2024
4% Increase**

Band	Job Code	Classification	Start	12mos	24mos	36mos
		Probationary rate	\$22.36			
		(640 hrs. required before progression)				
11	09D002	Bus Operator	\$26.62	\$29.88	\$31.24	\$32.68
14	09D223	Transit Operations Coordinator	\$28.11	\$31.53	\$33.06	\$34.59

**CUPE WAGE SCHEDULE “F” – January 1, 2024
4% Increase**

Band	Job Code	Classification	2024
1	09F107	Usher	\$17.21
2			\$17.21
3	09F130	Ticket Seller	\$17.21
	09F188	Cleaner (Arenas)	
4	09F027	School Crossing Guard	\$17.43
5	09F233	Facility Attendant	\$18.08
	09F268	Lifeguard	
6	09F287	Universal Worker	\$18.73
	09F288	Screeener	
7			\$19.38
8	09F187	Head Usher/Cleaner	\$20.02
9	09F269	Head Guard	\$20.72
	09F028	Lead School Crossing Guard	
9	09F222	Building Attendant	\$21.60
10	09F318	Aquatics, Team Lead	\$25.51

**CUPE WAGE SCHEDULE “G” – January 1, 2024
4% Increase**

Band	Job Code	Classification	Start	12mos	24mos	36mos
2	09G068	Cleaner (Grand Theatre)	\$22.35	\$24.38	\$24.84	\$25.36
3			\$22.18	\$24.43	\$25.07	\$25.81
4			\$23.08	\$25.37	\$26.03	\$26.73
5	09G064	Bartender	\$23.94	\$26.26	\$27.01	\$27.64
	09G065	Cashier (Cultural Services)				
6	09G225	Ticket Seller (Grand Theatre)	\$23.20	\$25.93	\$27.03	\$28.09
7			\$24.44	\$27.10	\$28.05	\$28.98
8	09G067	Front of House/Volunteer Coord	\$24.73	\$27.58	\$28.66	\$29.75
9	09G069	Maintenance Mechanic (Grand)	\$24.56	\$27.57	\$28.80	\$30.11
10			\$25.51	\$28.66	\$30.01	\$31.42
11			\$26.62	\$29.88	\$31.24	\$32.68
12			\$27.00	\$30.24	\$31.63	\$33.04
13			\$27.64	\$31.01	\$32.40	\$33.83
14			\$28.11	\$31.53	\$33.06	\$34.59
15	09G066	Box Office Coordinator	\$28.45	\$32.12	\$33.75	\$36.40

CUPE WAGE SCHEDULE "A" – January 1, 2025
3% Increase

Band	Job Code	Classification	Start	12mos	24mos	36mos
Prob		Probationary rate	\$22.68			
		(640 hrs. required before progression)				
UTP	09A238	Utility Person	\$24.04	\$27.02	\$28.28	\$29.58
8	09A141	Scale Clerk/Groundskeeper	\$25.47	\$28.41	\$29.52	\$30.64
	09A271	Labourer				
9	09A290	Utility Person (Fleet)	\$25.30	\$28.40	\$29.66	\$31.01
10	09A033	Driver Labourer	\$26.28	\$29.52	\$30.91	\$32.36
	09A106	Driver Lab/Job Costing Clerk				
	09A111	Skilled Lab (Cement Mason)				
	09A180	Skilled Labourer				
	09A236	Marina Operator				
11	09A029	Arena Operator	\$27.42	\$30.78	\$32.18	\$33.66
	09A173	Skilled Lab (Bldg Maintenance)				
	09A245	Skilled Lab (Playground Insp)				
12	09A316	Junior Surveyor/ Inspector	\$27.81	\$31.15	\$32.58	\$34.03
	09A030	Skilled Operator				
	09A253	Skilled Labourer (Airport)				
	09A177	Skilled Lab (Horticulture)				
	09A137	Trades				
13			\$28.47	\$31.94	\$33.37	\$34.84
14	09A142	Recycling Hazardous Waste Spec	\$28.95	\$32.48	\$34.05	\$35.63
	09A263	Building Technologist				
15	09A138	Skilled Lab (Cert. Arborist)	\$29.30	\$33.08	\$34.76	\$37.49
	09A273	Stormwater Technologist				
16	09A181	Asst Spvr (Airport)	\$31.49	\$35.54	\$37.38	\$39.25
17	09A257	Asst Spvr, Recreation Facil.	\$33.69	\$38.07	\$39.97	\$42.00
	09A003	Mechanic				
	09A032	Asst Spvr (Roads &Solid Waste)				
	09A057	Asst Spvr (Parks & Arenas)				
	09A176	Asst Spvr (Arbor & Hort)				
	09A054	Surveyor/Inspector				
18	09A174	Building Operator (Trades)	\$36.99	\$40.67	\$41.81	\$42.92
	09A118	Capital Projects Coordinator				

CUPE WAGE SCHEDULE "A" – January 1, 2025
3% Increase

Band	Job Code	Classification	Start	12mos	24mos	36mos
19			\$35.96	\$40.52	\$42.67	\$44.77
20	09A031	Asst Spvr (Fleet)	\$37.04	\$41.81	\$43.99	\$46.19
	09A259	Asst Spvr (Bldgs & Properties)				

CUPE WAGE SCHEDULE "B" – January 1, 2025
3% Increase

Band	Job Code	Classification	Start	12mos	24mos	36mos
1			\$22.69	\$24.72	\$25.19	\$25.67
2			\$23.02	\$25.11	\$25.59	\$26.12
3	09B009	Parking Lot Attendant	\$22.85	\$25.16	\$25.82	\$26.58
	09B313	Heritage Operations Assistant				
4	09B058	Custodian (City Hall) (40 hours)	\$23.77	\$26.13	\$26.81	\$27.53
5	09B203	Deputy Market Clerk	\$24.66	\$27.05	\$27.82	\$28.47
	09B004	Clerk/Messenger/Printer				
6	09B089	Receptionist (Rideaucrest)	\$23.90	\$26.71	\$27.84	\$28.93
7	09B088	Custodian (POH)	\$25.17	\$27.91	\$28.89	\$29.85
	09B093	Clerk (Planning & Development)				
	09B178	Records Clerk				
	09B240	Fitness Attendant				
	09B302	Custodian (Rec Facilities) (40 hours)				
8	09B216	Clerk (Fire)	\$25.47	\$28.41	\$29.52	\$30.64
	09B292	Clerk II				
9	09B091	Clerk II (Operations)	\$25.30	\$28.40	\$29.66	\$31.01
	09B113	Bookkeeper (Grand)				
	09B117	Parts Inventory Control Clerk (40 hours)				
10	09B010	Custodian (Artillery Park) (40 hours)	\$26.28	\$29.52	\$30.91	\$32.36
	09B061	Clerk/Secretary				
	09B116	Clerk/Secretary (Prks & Arena) (40 hours)				
	09B139	Parking Equipment Technician (40 hours)				
	09B156	Secretary (Fire)				
	09B161	Clerk/Secretary (Rideaucrest)				
	09B185	Secretary (Transit)				
	09B215	Clerk (Facility Bookings)				
	09B218	Transportation Secretary				
	09B279	Inventory Clerk (Fire)				

CUPE WAGE SCHEDULE "B" – January 1, 2025
3% Increase

Band	Job Code	Classification	Start	12mos	24mos	36mos
11	09B005	Airport Office Administrator	\$27.42	\$30.78	\$32.18	\$33.66
	09B008	Clerk II (Transportation)				
	09B013	Accounts Payable Clerk				
	09B019	Secretary (Deputy City Clerk)				
	09B021	Records Clerk-ByLaw & Agreemnt				
	09B043	Cashier				
	09B059	Clerk/Secretary (Transit)				
	09B095	Animal/Gen By-Law Enf Officer				
	09B100	Court Clerk Cashier				
	09B158	Clerk/Secretary (Planning)				
	09B182	Clerk/Secretary (PlanBldgLic)				
	09B204	Clerk/Secretary (Fleet)				
	09B242	Energy Management Assistant				
	09B276	Transport Bylaw Enf Officer				
	09B281	Cashier (PlanBldgLic)				
	09B282	Clerk/Secretary (Rideaucrest)				
	09B139	Parking Equip Technician				
	09B160	Secretary (Parking)				
	09B285	Customer Experience Agent				
	09B301	Energy and Asset Analyst				
	09B305	Finance and Cust. Serv. Clerk				
12	09B018	Licensing/Lottery Agent	\$27.81	\$31.15	\$32.58	\$34.03
	09B024	Case Aide (Social Services)				
	09B034	Traffic Analyst				
	09B042	Housing & Social Svcs Clerk				
	09B080	Print Shop Operator				
	09B099	Enforcement Agent				
	09B101	Secretary (Engineering)				
	09B120	Secretary (POH)				
	09B144	Records Systems Coordinator				
	09B155	Finance Clerk (Grand/Rec&L)				
	09B165	Secretary (Purchasing)				
	09B200	GIS Technician				
	09B201	Clerk (Projects & Planning)				
	09B219	Registry Assistant				
	09B235	Secretary (Rideaucrest)				
	09B247	Drop-In Program Coordinator				
	09B251	Museum Assistant				
	09B256	Finance Clerk (Rec & Leisure)				
	09B295	Clerk (Transportation & PW)				
	09B115	Vital Statistics Clerk				
	09B170	Recreation Clerk				
	09B280	Purchasing Agent				
	09B312	Fleet Services Coordinator (40 hours)				
	09B315	Prog Coord, Climate Leadership				
	09B317	Junior Stormwater Technologist				

CUPE WAGE SCHEDULE "B" – January 1, 2025
3% Increase

Band	Job Code	Classification	Start	12mos	24mos	36mos
13	09B041	Secretary I	\$28.47	\$31.94	\$33.37	\$34.84
	09B051	Planning Technician				
	09B060	Secretary (Artillery Park)				
	09B062	Accounting Clerk				
	09B081	Tax Clerk				
	09B184	Secretary (Operations Admin)				
	09B191	Permit Technologist				
	09B193	Financial Services Clerk				
	09B239	Fitness & Wellness Prog. Coord				
	09B243	Finance Clerk (Fire)				
	09B261	Coordinator, Parking Admin				
	09B266	Passenger Relations Associate				
	09B270	Cultural Heritage Assistant				
	09B272	Secretary I				
	09B277	Noise Enforcement Officer				
	09B023	Clerk IV (Finance-Com Fam Srv)				
	09B224	Intern Building Official				
14	09B007	Facil. Bookings & Events Coord	\$28.95	\$32.48	\$34.05	\$35.63
	09B025	Child Care Caseworker				
	09B186	Lottery Licensing Officer				
	09B190	Technical Procurement Clerk				
	09B198	Capital Projects Technician				
	09B252	Technical Acc'ts Payable Clerk				
	09B254	Civic Collection Technician				
	09B255	Parking Technologist				
	09B284	Licensing & Enforcement Agent				
	09B196	Tree Inspector (40 hours)				
	09B303	Jr. Engineering Technologist				
	09B308	Data Analyst				
15	09B022	Admin Officer (Childcare Prog)	\$29.30	\$33.08	\$34.76	\$37.49
	09B052	Infrastructure Eval Technician				
	09B055	Development Technologist				
	09B096	Property Standards Officer				
	09B114	Program Coordinator				
	09B128	Public Ed & Promotion Coord				
	09B150	Environmental Technologist				
	09B189	Technical Accounting Clerk				
	09B197	POA Collections Officer				
	09B221	Eng Tech - Cut Permits & Insp				
	09B229	Aquatics & Wellness Prog Coord				
	09B249	Asst Spvr (Com Cultural Devel)				
	09B275	Information Compliance Analyst				
	09B274	Licensing & Enforcement Coord				
	09B039	Waste Services Coordinator				
	09B306	Comm. Dev. Coordinator				

CUPE WAGE SCHEDULE "B" – January 1, 2025
3% Increase

Band	Job Code	Classification	Start	12mos	24mos	36mos
16	09B026	Case Manager	\$31.49	\$35.54	\$37.38	\$39.25
	09B053	Engineering Tech, Infra				
	09B075	Community Case Manager				
	09B083	Secretary/Treasurer-Com of Adj				
	09B103	Curator				
	09B104	Asst Spvr (Rec Programs)				
	09B166	Eng Technologist (Traffic)				
	09B192	Corporate Buyer				
	09B217	Admin Officer (OW Payments)				
	09B226	Rural Affairs & Promo Coord				
	09B246	GIS Coordinator (Planning)				
	09B283	Research Assistant				
	09B241	Community Programs Caseworker				
	09B085	Committee Clerk				
	09B244	Financial Admin Officer				
	09B278	Prop Strds & Mun Law Enf Off				
	09B289	GIS Technician (PW)				
	09B297	Asst Spvr, Customer Experience				
	09B298	Curator, Indigenous Initiative				
	09B304	Asst Spvr, Heritage Prog.				
17	09B073	Program Integrity Officer	\$33.69	\$38.07	\$39.97	\$42.00
	09B084	Housing & Social Serv Coordinator				
	09B086	Family Support Worker				
	09B168	Planner				
	09B220	Housing Registry Coordinator				
	09B260	Infrastructure Des / Data Tech				
	09B207	Intermediate Env Technologist				
	09B264	Public Art Coordinator				
	09B265	Data Analysis Coordinator				
	09B300	Forestry Technologist (40 hours)				
	09B309	Project Coordinator				
	09B314	Heritage Coordinator				

CUPE WAGE SCHEDULE “B” – January 1, 2025
3% Increase

Band	Job Code	Classification	Start	12mos	24mos	36mos
18	09B038	GIS Specialist	\$36.99	\$40.67	\$41.81	\$42.92
	09B072	Employment Services Coord				
	09B250	Ontario Works Coordinator				
	09B291	Building Services Enforcement Coordinator				
	09B310	Transport. Technologist-Design				
	09B294	Engineering/GIS Technologist				
	09B110	Building & Plumbing Inspector *				
	09B293	Engineering Technologist *				
	09B206	Senior Stormwater Technologist *				
	*	Building & Plumbing Inspector (Temporary Market Adjustments)	\$40.65	\$42.00	\$45.81	\$47.72
	*	Engineering Technologist (Temporary Market Adjustments)	\$39.64	\$42.67	\$44.06	\$46.38
	*	Senior Stormwater Technologist (Temporary Market Adjustments)	\$39.77	\$42.18	\$43.56	\$45.85
19	09B035	Traffic Coordinator	\$35.96	\$40.52	\$42.67	\$44.77
	09B074	Eligibility Review Officer				
	09B162	Parks & Open Space Plng Coord				
	09B169	Intermediate Planner				
	09B109	Senior Dev Technologist **				
	**	Senior Dev Technologist (Temporary Market Adjustments)	\$41.38	\$45.13	\$47.09	\$49.05
20	09B209	Senior Infrastructure Designer	\$37.04	\$41.81	\$43.99	\$46.19
	09B299	Senior Environmental Technologist				
	09B307	Transportation Technologist				
	09B212	Senior Building Official ***				
	***	Senior Building Official (Temporary Market Adjustments)	\$44.02	\$45.80	\$49.97	\$52.05
21	09B199	GIS Applications Specialist	\$39.29	\$43.80	\$45.53	\$47.29
22	09B311	Senior Planner - Transportation	\$40.21	\$44.77	\$46.55	\$48.35
	09B087	Senior Planner ****				
	****	Senior Planner (Temporary Market Adjustments)	\$45.25	\$50.42	\$52.59	\$54.22

CUPE WAGE SCHEDULE "C" – January 1, 2025
3% Increase

Band	Job Code	Classification	Start	12mos	24mos	36mos
6	09C001	Laundry Aide	\$23.90	\$26.71	\$27.84	\$28.93
	09C046	Environmental Serv Custodian				
	09C047	Maintenance Mechanic Assistant				
7						
8	09C049	Dietary Aide	\$25.47	\$28.41	\$29.52	\$30.64
9						
10	09C258	Admissions Clerk	\$26.28	\$29.52	\$30.91	\$32.36
11	09C050	Personal Support Worker	\$27.42	\$30.78	\$32.18	\$33.66
	09C122	Purchaser/Receiver				
	09C157	Payroll/Staffing Clerk (Rid)				
12	09C143	Asst Spvr (Environmental Serv)	\$27.81	\$31.15	\$32.58	\$34.03
	09C230	Restorative Care Assistant				
13	09C097	Life Enrichment Coordinator	\$28.47	\$31.94	\$33.37	\$34.84
	09C045	Cook				
14	09C048	Maintenance Mechanic (Rid)	\$28.95	\$32.48	\$34.05	\$35.63
15	09C123	Records & Staffing Clerk	\$29.30	\$33.08	\$34.76	\$37.49
	09C213	Asst Spvr (Life Enrichment)				
16	09C108	Registered Practical Nurse	\$31.49	\$35.54	\$37.38	\$39.25
17	09C231	RAI/Documentation Coordinator	\$33.69	\$38.07	\$39.97	\$42.00

**CUPE WAGE SCHEDULE "D" – January 1, 2025
3% Increase**

Band	Job Code	Classification	Start	12mos	24mos	36mos
		Probationary rate	\$23.03			
		(640 hrs. required before progression)				
11	09D002	Bus Operator	\$27.42	\$30.78	\$32.18	\$33.66
14	09D223	Transit Operations Coordinator	\$28.95	\$32.48	\$34.05	\$35.63

**CUPE WAGE SCHEDULE "F" – January 1, 2025
3% Increase**

Band	Job Code	Classification	2025
1	09F107	Usher	\$17.73
2			\$17.73
3	09F130	Ticket Seller	\$17.73
	09F188	Cleaner (Arenas)	
4	09F027	School Crossing Guard	\$17.95
5	09F233	Facility Attendant	\$18.62
	09F268	Lifeguard	
6	09F287	Universal Worker	\$19.29
	09F288	Screeener	
7			\$19.96
8	09F187	Head Usher/Cleaner	\$20.62
9	09F269	Head Guard	\$21.34
	09F028	Lead School Crossing Guard	
9	09F222	Building Attendant	\$22.25
10	09F318	Aquatics, Team Lead	\$26.28

**CUPE WAGE SCHEDULE "G" – January 1, 2025
3% Increase**

Band	Job Code	Classification	Start	12mos	24mos	36mos
2	09G068	Cleaner (Grand Theatre)	\$23.02	\$25.11	\$25.59	\$26.12
3			\$22.85	\$25.16	\$25.82	\$26.58
4			\$23.77	\$26.13	\$26.81	\$27.53
5	09G064	Bartender	\$24.66	\$27.05	\$27.82	\$28.47
	09G065	Cashier (Cultural Services)				
6	09G225	Ticket Seller (Grand Theatre)	\$23.90	\$26.71	\$27.84	\$28.93
7			\$25.17	\$27.91	\$28.89	\$29.85
8	09G067	Front of House/Volunteer Coord	\$25.47	\$28.41	\$29.52	\$30.64
9	09G069	Maintenance Mechanic (Grand)	\$25.30	\$28.40	\$29.66	\$31.01
10			\$26.28	\$29.52	\$30.91	\$32.36
11			\$27.42	\$30.78	\$32.18	\$33.66
12			\$27.81	\$31.15	\$32.58	\$34.03
13			\$28.47	\$31.94	\$33.37	\$34.84
14			\$28.95	\$32.48	\$34.05	\$35.63
15	09G066	Box Office Coordinator	\$29.30	\$33.08	\$34.76	\$37.49

**CUPE WAGE SCHEDULE "A" – January 1, 2026
2.75% Increase**

Band	Job Code	Classification	Start	12mos	24mos	36mos
Prob		Probationary rate (640 hrs. required before progression)	\$23.30			
UTP	09A238	Utility Person	\$24.70	\$27.76	\$29.06	\$30.39
8	09A141	Scale Clerk/Groundskeeper	\$26.17	\$29.19	\$30.33	\$31.48
	09A271	Labourer				
9	09A290	Utility Person (Fleet)	\$26.00	\$29.18	\$30.48	\$31.86
10	09A033	Driver Labourer	\$27.00	\$30.33	\$31.76	\$33.25
	09A106	Driver Lab/Job Costing Clerk				
	09A111	Skilled Lab (Cement Mason)				
	09A180	Skilled Labourer				
	09A236	Marina Operator				
11	09A029	Arena Operator	\$28.17	\$31.63	\$33.06	\$34.59
	09A173	Skilled Lab (Bldg Maintenance)				
	09A245	Skilled Lab (Playground Insp)				
12	09A316	Junior Surveyor/ Inspector	\$28.57	\$32.01	\$33.48	\$34.97
	09A030	Skilled Operator				
	09A253	Skilled Labourer (Airport)				
	09A177	Skilled Lab (Horticulture)				
	09A137	Trades				
13			\$29.25	\$32.82	\$34.29	\$35.80
14	09A142	Recycling Hazardous Waste Spec	\$29.75	\$33.37	\$34.99	\$36.61
	09A263	Building Technologist				
15	09A138	Skilled Lab (Cert. Arborist)	\$30.11	\$33.99	\$35.72	\$38.52
	09A273	Stormwater Technologist				
16	09A181	Asst Spvr (Airport)	\$32.36	\$36.52	\$38.41	\$40.33
17	09A257	Asst Spvr, Recreation Facil.	\$34.62	\$39.12	\$41.07	\$43.16
	09A003	Mechanic				
	09A032	Asst Spvr (Roads &Solid Waste)				
	09A057	Asst Spvr (Parks & Arenas)				
	09A176	Asst Spvr (Arbor & Hort)				
	09A054	Surveyor/Inspector				
18	09A174	Building Operator (Trades)	\$38.01	\$41.79	\$42.96	\$44.10
	09A118	Capital Projects Coordinator				

CUPE WAGE SCHEDULE "A" – January 1, 2026
2.75% Increase

Band	Job Code	Classification	Start	12mos	24mos	36mos
19			\$36.95	\$41.63	\$43.84	\$46.00
20	09A031	Asst Spvr (Fleet)	\$38.06	\$42.96	\$45.20	\$47.46
	09A259	Asst Spvr (Bldgs & Properties)				

CUPE WAGE SCHEDULE "B" – January 1, 2026
2.75% Increase

Band	Job Code	Classification	Start	12mos	24mos	36mos
1			\$23.31	\$25.40	\$25.88	\$26.38
2			\$23.65	\$25.80	\$26.29	\$26.84
3	09B009	Parking Lot Attendant	\$23.48	\$25.85	\$26.53	\$27.31
	09B313	Heritage Operations Assistant				
4	09B058	Custodian (City Hall) (40 hours)	\$24.42	\$26.85	\$27.55	\$28.29
5	09B203	Deputy Market Clerk	\$25.34	\$27.79	\$28.59	\$29.25
	09B004	Clerk/Messenger/Printer				
6	09B089	Receptionist (Rideaucrest)	\$24.56	\$27.44	\$28.61	\$29.73
7	09B088	Custodian (POH)	\$25.86	\$28.68	\$29.68	\$30.67
	09B093	Clerk (Planning & Development)				
	09B178	Records Clerk				
	09B240	Fitness Attendant				
	09B302	Custodian (Rec Facilities) (40 hours)				
8	09B216	Clerk (Fire)	\$26.17	\$29.19	\$30.33	\$31.48
	09B292	Clerk II				
9	09B091	Clerk II (Operations)	\$26.00	\$29.18	\$30.48	\$31.86
	09B113	Bookkeeper (Grand)				
	09B117	Parts Inventory Control Clerk (40 hours)				
10	09B010	Custodian (Artillery Park) (40 hours)	\$27.00	\$30.33	\$31.76	\$33.25
	09B061	Clerk/Secretary				
	09B116	Clerk/Secretary (Prks & Arena) (40 hours)				
	09B139	Parking Equipment Technician (40 hours)				
	09B156	Secretary (Fire)				
	09B161	Clerk/Secretary (Rideaucrest)				
	09B185	Secretary (Transit)				
	09B215	Clerk (Facility Bookings)				
	09B218	Transportation Secretary				
	09B279	Inventory Clerk (Fire)				

CUPE WAGE SCHEDULE "B" – January 1, 2026
2.75% Increase

Band	Job Code	Classification	Start	12mos	24mos	36mos
11	09B005	Airport Office Administrator	\$28.17	\$31.63	\$33.06	\$34.59
	09B008	Clerk II (Transportation)				
	09B013	Accounts Payable Clerk				
	09B019	Secretary (Deputy City Clerk)				
	09B021	Records Clerk-ByLaw & Agreemnt				
	09B043	Cashier				
	09B059	Clerk/Secretary (Transit)				
	09B095	Animal/Gen By-Law Enf Officer				
	09B100	Court Clerk Cashier				
	09B158	Clerk/Secretary (Planning)				
	09B182	Clerk/Secretary (PlanBldgLic)				
	09B204	Clerk/Secretary (Fleet)				
	09B242	Energy Management Assistant				
	09B276	Transport Bylaw Enf Officer				
	09B281	Cashier (PlanBldgLic)				
	09B282	Clerk/Secretary (Rideaucrest)				
	09B139	Parking Equip Technician				
	09B160	Secretary (Parking)				
	09B285	Customer Experience Agent				
	09B301	Energy and Asset Analyst				
	09B305	Finance and Cust. Serv. Clerk				
12	09B018	Licensing/Lottery Agent	\$28.57	\$32.01	\$33.48	\$34.97
	09B024	Case Aide (Social Services)				
	09B034	Traffic Analyst				
	09B042	Housing & Social Svcs Clerk				
	09B080	Print Shop Operator				
	09B099	Enforcement Agent				
	09B101	Secretary (Engineering)				
	09B120	Secretary (POH)				
	09B144	Records Systems Coordinator				
	09B155	Finance Clerk (Grand/Rec&L)				
	09B165	Secretary (Purchasing)				
	09B200	GIS Technician				
	09B201	Clerk (Projects & Planning)				
	09B219	Registry Assistant				
	09B235	Secretary (Rideaucrest)				
	09B247	Drop-In Program Coordinator				
	09B251	Museum Assistant				
	09B256	Finance Clerk (Rec & Leisure)				
	09B295	Clerk (Transportation & PW)				
	09B115	Vital Statistics Clerk				
	09B170	Recreation Clerk				
	09B280	Purchasing Agent				
	09B312	Fleet Services Coordinator (40 hours)				
	09B315	Prog Coord, Climate Leadership				
	09B317	Junior Stormwater Technologist				

CUPE WAGE SCHEDULE "B" – January 1, 2026
2.75% Increase

Band	Job Code	Classification	Start	12mos	24mos	36mos
13	09B041	Secretary I	\$29.25	\$32.82	\$34.29	\$35.80
	09B051	Planning Technician				
	09B060	Secretary (Artillery Park)				
	09B062	Accounting Clerk				
	09B081	Tax Clerk				
	09B184	Secretary (Operations Admin)				
	09B191	Permit Technologist				
	09B193	Financial Services Clerk				
	09B239	Fitness & Wellness Prog. Coord				
	09B243	Finance Clerk (Fire)				
	09B261	Coordinator, Parking Admin				
	09B266	Passenger Relations Associate				
	09B270	Cultural Heritage Assistant				
	09B272	Secretary I				
	09B277	Noise Enforcement Officer				
	09B023	Clerk IV (Finance-Com Fam Srv)				
	09B224	Intern Building Official				
14	09B007	Facil. Bookings & Events Coord	\$29.75	\$33.37	\$34.99	\$36.61
	09B025	Child Care Caseworker				
	09B186	Lottery Licensing Officer				
	09B190	Technical Procurement Clerk				
	09B198	Capital Projects Technician				
	09B252	Technical Acc'ts Payable Clerk				
	09B254	Civic Collection Technician				
	09B255	Parking Technologist				
	09B284	Licensing & Enforcement Agent				
	09B196	Tree Inspector (40 hours)				
	09B303	Jr. Engineering Technologist				
	09B308	Data Analyst				
15	09B022	Admin Officer (Childcare Prog)	\$30.11	\$33.99	\$35.72	\$38.52
	09B052	Infrastructure Eval Technician				
	09B055	Development Technologist				
	09B096	Property Standards Officer				
	09B114	Program Coordinator				
	09B128	Public Ed & Promotion Coord				
	09B150	Environmental Technologist				
	09B189	Technical Accounting Clerk				
	09B197	POA Collections Officer				
	09B221	Eng Tech - Cut Permits & Insp				
	09B229	Aquatics & Wellness Prog Coord				
	09B249	Asst Spvr (Com Cultural Devel)				
	09B275	Information Compliance Analyst				
	09B274	Licensing & Enforcement Coord				
	09B039	Waste Services Coordinator				
	09B306	Comm. Dev. Coordinator				

CUPE WAGE SCHEDULE "B" – January 1, 2026
2.75% Increase

Band	Job Code	Classification	Start	12mos	24mos	36mos
16	09B026	Case Manager	\$32.36	\$36.52	\$38.41	\$40.33
	09B053	Engineering Tech, Infra				
	09B075	Community Case Manager				
	09B083	Secretary/Treasurer-Com of Adj				
	09B103	Curator				
	09B104	Asst Spvr (Rec Programs)				
	09B166	Eng Technologist (Traffic)				
	09B192	Corporate Buyer				
	09B217	Admin Officer (OW Payments)				
	09B226	Rural Affairs & Promo Coord				
	09B246	GIS Coordinator (Planning)				
	09B283	Research Assistant				
	09B241	Community Programs Caseworker				
	09B085	Committee Clerk				
	09B244	Financial Admin Officer				
	09B278	Prop Strds & Mun Law Enf Off				
	09B289	GIS Technician (PW)				
	09B297	Asst Spvr, Customer Experience				
	09B298	Curator, Indigenous Initiative				
	09B304	Asst Spvr, Heritage Prog.				
17	09B073	Program Integrity Officer	\$34.62	\$39.12	\$41.07	\$43.16
	09B084	Housing & Social Serv Coordinator				
	09B086	Family Support Worker				
	09B168	Planner				
	09B220	Housing Registry Coordinator				
	09B260	Infrastructure Des / Data Tech				
	09B207	Intermediate Env Technologist				
	09B264	Public Art Coordinator				
	09B265	Data Analysis Coordinator				
	09B300	Forestry Technologist (40 hours)				
	09B309	Project Coordinator				
	09B314	Heritage Coordinator				

**CUPE WAGE SCHEDULE “B” – January 1, 2026
2.75% Increase**

Band	Job Code	Classification	Start	12mos	24mos	36mos
18	09B038	GIS Specialist	\$38.01	\$41.79	\$42.96	\$44.10
	09B072	Employment Services Coord				
	09B250	Ontario Works Coordinator				
	09B291	Building Services Enforcement Coordinator				
	09B310	Transport. Technologist-Design				
	09B294	Engineering/GIS Technologist				
	09B110	Building & Plumbing Inspector *				
	09B293	Engineering Technologist *				
	09B206	Senior Stormwater Technologist *				
19	09B035	Traffic Coordinator	\$36.95	\$41.63	\$43.84	\$46.00
	09B074	Eligibility Review Officer				
	09B162	Parks & Open Space Plng Coord				
	09B169	Intermediate Planner				
	09B109	Senior Dev Technologist *				
20	09B209	Senior Infrastructure Designer	\$38.06	\$42.96	\$45.20	\$47.46
	09B299	Senior Environmental Technologist				
	09B307	Transportation Technologist				
	09B212	Senior Building Official *				
21	09B199	GIS Applications Specialist	\$40.37	\$45.00	\$46.78	\$48.59
22	09B311	Senior Planner - Transportation	\$41.32	\$46.00	\$47.83	\$49.68
	09B087	Senior Planner *				

* A temporary market adjustment was in place for this position from January 1, 2024, until December 31, 2025. This market adjustment will be reviewed prior to December 31, 2025, and a determination will be made regarding its continuation. In the event the market adjustment is no longer justified, the employee(s) shall be red-circled until such time as their wage rate is in accordance with the wage schedule as set out in the Collective Agreement.

CUPE WAGE SCHEDULE "C" – January 1, 2026
2.75% Increase

Band	Job Code	Classification	Start	12mos	24mos	36mos
6	09C001	Laundry Aide	\$24.56	\$27.44	\$28.61	\$29.73
	09C046	Environmental Serv Custodian				
	09C047	Maintenance Mechanic Assistant				
7						
8	09C049	Dietary Aide	\$26.17	\$29.19	\$30.33	\$31.48
9						
10	09C258	Admissions Clerk	\$27.00	\$30.33	\$31.76	\$33.25
11	09C050	Personal Support Worker	\$28.17	\$31.63	\$33.06	\$34.59
	09C122	Purchaser/Receiver				
	09C157	Payroll/Staffing Clerk (Rid)				
12	09C143	Asst Spvr (Environmental Serv)	\$28.57	\$32.01	\$33.48	\$34.97
	09C230	Restorative Care Assistant				
13	09C097	Life Enrichment Coordinator	\$29.25	\$32.82	\$34.29	\$35.80
	09C045	Cook				
14	09C048	Maintenance Mechanic (Rid)	\$29.75	\$33.37	\$34.99	\$36.61
15	09C123	Records & Staffing Clerk	\$30.11	\$33.99	\$35.72	\$38.52
	09C213	Asst Spvr (Life Enrichment)				
16	09C108	Registered Practical Nurse	\$32.36	\$36.52	\$38.41	\$40.33
17	09C231	RAI/Documentation Coordinator	\$34.62	\$39.12	\$41.07	\$43.16

CUPE WAGE SCHEDULE "D" – January 1, 2026
2.75% Increase

Band	Job Code	Classification	Start	12mos	24mos	36mos
		Probationary rate	\$23.66			
		(640 hrs. required before progression)				
11	09D002	Bus Operator	\$28.17	\$31.63	\$33.06	\$34.59
14	09D223	Transit Operations Coordinator	\$29.75	\$33.37	\$34.99	\$36.61

**CUPE WAGE SCHEDULE "F" – January 1, 2026
2.75% Increase**

Band	Job Code	Classification	2026
1	09F107	Usher	\$18.22
2			\$18.22
3	09F130	Ticket Seller	\$18.22
	09F188	Cleaner (Arenas)	
4	09F027	School Crossing Guard	\$18.44
5	09F233	Facility Attendant	\$19.13
	09F268	Lifeguard	
6	09F287	Universal Worker	\$19.82
	09F288	Screeener	
7			\$20.51
8	09F187	Head Usher/Cleaner	\$21.19
9	09F269	Head Guard	\$21.93
	09F028	Lead School Crossing Guard	
9	09F222	Building Attendant	\$22.86
10	09F318	Aquatics, Team Lead	\$27.00

**CUPE WAGE SCHEDULE "G" – January 1, 2026
2.75% Increase**

Band	Job Code	Classification	Start	12mos	24mos	36mos
2	09G068	Cleaner (Grand Theatre)	\$23.65	\$25.80	\$26.29	\$26.84
3			\$23.48	\$25.85	\$26.53	\$27.31
4			\$24.42	\$26.85	\$27.55	\$28.29
5	09G064	Bartender	\$25.34	\$27.79	\$28.59	\$29.25
	09G065	Cashier (Cultural Services)				
6	09G225	Ticket Seller (Grand Theatre)	\$24.56	\$27.44	\$28.61	\$29.73
7			\$25.86	\$28.68	\$29.68	\$30.67
8	09G067	Front of House/Volunteer Coord	\$26.17	\$29.19	\$30.33	\$31.48
9	09G069	Maintenance Mechanic (Grand)	\$26.00	\$29.18	\$30.48	\$31.86
10			\$27.00	\$30.33	\$31.76	\$33.25
11			\$28.17	\$31.63	\$33.06	\$34.59
12			\$28.57	\$32.01	\$33.48	\$34.97
13			\$29.25	\$32.82	\$34.29	\$35.80
14			\$29.75	\$33.37	\$34.99	\$36.61
15	09G066	Box Office Coordinator	\$30.11	\$33.99	\$35.72	\$38.52

INACTIVE CLASSIFICATIONS

Band	Schedule	Job Code	Classification
3	B	09B015	Day Care Cleaner (40 hours)
5	B	09B132	Lifeguard Instructor (non student)
7	B	09B140	Meter Mechanic
7	B	09B014	Typist II, Engineering
7	B	09B094	Day Care Cook
8	B	09B012	Clerk Artillery Park (see 09B215 Fac.Bkgs)
9	B	09B092	Day Care Teaching Assistant
10	B	09B135	Finance Clerk, Social Housing
10	B	09B125	Records Analyst
10	B	09B164	Clerk Secretary, Finance
11	B	09B017	Accounts Payable/Admissions Clerk (Rideaucrest)
11	B	09B124	Home Improvement Program Officer
11	B	09B063	Customer Relations Officer
11	B	09B070	Day Care Teacher
11	B	09PRET	09B139B-Parking Equip Technol
11	A	09A172	Skilled Labourer, Turf Technician
12	B	09B126	Legal Secretary
12	B	09B219	Registry Assistant
12	B	09B167	Project Officer, Airport
13	B	09B020	Secretary / Researcher, Finance
13	B	09B134	Budget Clerk
13	B	09B195	One Tonne Challenge Coordinator
13	B	09B224	Intern Building Official
14	B	09B036	Draftsperson/Surveyor
14	B	09B044	Lead Cashier
14	B	09B214	Utilities Outreach Worker
14	B	09B228	Parking Operations Coordinator
14	B	09B071	Day Care Coordinator
14	B	09B147	Coordinator, Sport Tourism
14	B	09B211	Best Start Coordinator
15	B	09B159	Assistant Supervisor, Parking Lots
16	B	09B154	Program & Youth Services Coordinator
16	B	09B145	Assistant Supervisor, Parking Services
16	B	09B105	Systems Support Technician
16	B	09B082	Assistant Supervisor, Recreation Facilities (Aquatics)
16	B	09B232	Family & Community Recreation Programs Coordinator
17	B	09B227	Accessibility Coordinator
18	B	09B037	Roadway Designer
19	B	09B205	Traffic Signals Coordinator
20	B	09B056	Assistant Leader Capital Implementation
21	B	09B152	Team Leader - Social Services

Band	Schedule	Job Code	Classification
22	B	09B151	Heritage Planner
6	C	09C262	Terrace Assistant