



## **COLLECTIVE AGREEMENT**

between

**CORPORATION OF THE  
TOWN OF KEARNEY**

(Hereinafter referred to as "the Employer")

- and -

**CANADIAN UNION OF PUBLIC EMPLOYEES  
and its Local 1813.06**

(Hereinafter referred to as "the Union")

**Term: May 1, 2023 to April 30, 2025**

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## **ARTICLE 1: PURPOSE OF AGREEMENT**

- 1.1 The purpose of this Agreement is to provide orderly collective bargaining relations, in good faith, between the Employer and its employees and the Union representing such employees, to provide orderly procedure for the prompt, and equitable, disposition of grievances and for the maintenance of mutually satisfactory hours of work, wages and working conditions.
- 1.2 It is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in a Collective Agreement.

## **ARTICLE 2: RECOGNITION AND SCOPE**

- 2.1 The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of the Employer save and except the supervisors, persons above the rank of supervisors, Chief Administrative Officer/Clerk/Treasurer, and up to seven (7) students employed during the school vacation period.
- 2.2 For purposes of clarity, the parties agree that the following contractors are excluded from the bargaining unit: Transfer Site Attendant, By-Law Enforcement Officer and the Chief Building Official.
- 2.3 The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer.
- 2.4 The Union further agrees that there shall be no Union activities during working hours except as specifically permitted by this Agreement or in writing by the Employer.
- 2.5 Where the singular is used throughout the Articles within this Agreement it is agreed that the plural is an acceptable substitute wherever the plural gender is applicable, and vice versa.
- 2.6 No employee shall be required or permitted to make a written or verbal agreement with the Employer and their representative which may conflict with the terms of this Collective Agreement.

- 2.7 Persons whose jobs (paid or unpaid) who are not in the bargaining unit shall not do bargaining unit work except in the case of emergency, training, or in other cases where mutually agreed upon in writing by the parties, except for special events where the Employer may require volunteers to assist and supplement the workforce.
- 2.8 In order to provide job security for the members of the bargaining unit, the Employer agrees that all work or services performed by the employees shall not be sub-contracted, transferred, leased, assigned, or conveyed, in whole or in part, to any other plant, person, company or non-unit employee.

**ARTICLE 3: DEFINITIONS**

3.1 In this Agreement:

<b>“EMPLOYER”</b>	means The Corporation of the Town of Kearney
<b>“UNION”</b>	means the Canadian Union of Public Employees and its Local 1813
<b>“EMPLOYEE”</b>	means any person employed by the Corporation of the Town of Kearney and coming within the scope of the bargaining unit
<b>“PROBATIONARY EMPLOYEE”</b>	means any newly hired individual who has not completed sixty-five (65) shifts worked or four (4) months, whichever occurs first.
<b>“SENIORITY OR REGULAR EMPLOYEE”</b>	means an employee who has completed the probationary period
<b>“SERVICE”</b>	means the continuous length of service as an employee of the Employer including any service in a non-bargaining unit job.
<b>“WORKING DAYS”</b>	Working Days excludes weekends, and any designated holiday as defined in Article 18.

#### **ARTICLE 4: NO DISCRIMINATION**

4.1 The Employer and the Union agree that no intimidation, no discrimination, no interference, and no restraint or coercion shall be exercised against any employee by either of the parties to this Agreement or their representatives on account of such employee's membership or non-membership in the Union, or for any reason prescribed in statute.

#### **ARTICLE 5: MANAGEMENT RIGHTS**

5.1 Except, and to the extent specifically modified by this Agreement, all rights and prerogatives of Management are retained by the Employer and remain exclusively and without limitation within the rights of the Employer and its management. Without limiting the generality of the foregoing, the Employer's exclusive rights, power and authority shall include but shall not be confined to:

- (a) maintain order, discipline and efficiency;
- (b) hire, assign, direct, promote, demote, classify, transfer, layoff, recall and, for just cause, to suspend, discharge or otherwise discipline employees subject to the right of the employees to grieve to the extent and manner provided herein if the provisions of this Agreement are violated in the exercise of these rights;
- (c) determine the nature and kind of business conducted by the Employer, the methods and techniques of work, the schedules of work, number of personnel to be employed, to make studies of and to institute changes in jobs and job assignments, the extension, limitation, curtailment or cessation of operations and to determine all other functions and prerogatives here before invested in and exercised by the Employer which shall remain solely with the Employer;
- (d) make and enforce and alter from time to time reasonable rules and regulations to be observed by the employees, provided such rules and regulations are posted prior to implementation. Nothing herein prevents the Union from providing input into such rules and regulations. Provided the rule and/or regulation do not violate a statute or the Collective Agreement, this will not form the subject matter of a grievance.

- (e) have the sole and exclusive jurisdiction over all operations, buildings, facilities and equipment.
- 5.2 The Employer agrees not to exercise these functions in a manner inconsistent with the provisions of the Collective Agreement.
- 5.3 Where the rights, power and authority itemized above are modified or limited by the terms and provisions of this Agreement, they shall only be modified or limited to the extent specifically provided for therein. The foregoing rights shall be exercised consistent with the terms of this Agreement.

#### **ARTICLE 6: STRIKES AND LOCKOUTS**

- 6.1 The parties have entered into this Collective Agreement in mutual good faith, the Employer agrees there will be no lockout and the Union agrees there will be no strike which includes a cessation of work, a refusal to work or to continue to work by employees in combination or in concert or in accordance with a common understanding, or a slowdown or other concerted activity either complete or partial, on the part of employees designed to restrict or limit output.
- 6.2 The Union agrees that it will not initiate, authorize, cause or condone any picketing (including information picketing) on the premises of the Employer office, during the life of this Agreement, with the exception of when Council meetings are in session.

#### **ARTICLE 7: UNION SECURITY**

- 7.1 The Employer shall deduct from the pay of every employee any dues or assessments levied by the Union on its members. These deductions will be from the employee's earnings every pay and will be equal to an amount determined by the Local Union. The amounts deducted will be transmitted to the Secretary-Treasurer of the Union not later than the tenth of the month following the month for which dues and/or assessments have been deducted. The Employer's C.A.O./Clerk/Treasurer or designate will be notified of any changes to the deduction rate by the Union, in writing. Dues deductions will appear on T-4 slips.

- 7.2 It is expressly understood and agreed that the Union will save the Employer harmless and indemnify the Employer for any claim arising pursuant to any deduction made hereunder.
- 7.3 As a condition of employment all new employees shall become and remain members in good standing of the Union within thirty (30) calendar days of employment.
- 7.4 The Employer will provide to the Union a list of all the employees in the bargaining unit. The list will include each person's name, job title/classification, home mailing address and home telephone number.

The list will also indicate the employee's work site and employment status (such as full-time, part-time, temporary, seasonal, casual) and if the employee is on a leave of absence, the nature of the leave.

The employee contact list will be provided in an electronic spreadsheet to the Union contact designated by the Local Executive on a semi-annual basis. In the event the list is not provided the Union will provide the Employer with a reminder.

## **ARTICLE 8: ACQUAINTING POTENTIAL EMPLOYEES**

- 8.1 The Employer agrees to acquaint potential employees with the fact that a union agreement is in effect, and with the conditions of employment set out in the articles dealing with Union security and dues check-off.
- 8.2 On commencing employment, the employee's immediate supervisor shall introduce the new employee to their Union Steward or Representative. An Officer of the Union shall be given an opportunity to interview each new employee within regular working hours, without loss of pay, for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting the new employee with the benefits and duties of union membership and their responsibility and obligations to the Employer and the Union.

## **ARTICLE 9: CORRESPONDENCE**

- 9.1 All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the C.A.O./Clerk/Treasurer or designate and the Unit Vice President and the CUPE National Representative.
- 9.2 A copy of any correspondence between the Employer or its designate and any employee in the bargaining unit, pertaining to the interpretation, administration, or application of any part of this Agreement, shall be forwarded to the Union Unit Vice President.

## **ARTICLE 10: REPRESENTATION**

- 10.1 (a) The Employer recognizes the right of the Union to elect or appoint two (2) Stewards for the purpose of assisting other employees in the processing or presentation of grievances. One of the Stewards shall be designated as the Chief Steward. The Stewards must have completed their probationary period. The Union shall at all times, keep the Employer notified in writing of the names of the employees who are acting in the capacity of Steward or Chief Steward.

**(b) Right to have Steward Present**

An employee shall have the right to have their Steward present at any discussion with supervisory personnel which the employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall so notify the employee in advance of the purpose of the interview in order that the employee may contact their Steward to be present at the interview.

A Steward or local union officer shall have the right to consult with a CUPE Staff Representative and to have them present at any discussion with supervisory personnel which might be the basis of disciplinary action.

- 10.2 It is understood that the Stewards and the Chief Steward will have to do the work assigned to them by the Employer, and if they investigate a grievance during working hours, they will not leave their work before obtaining the prior permission of the Supervisor in charge.

Such permission shall not be unreasonably withheld. When returning to their regular work, they will report themselves to the Supervisor, and if they are requested to do so, will give an explanation as to their absence and its length. If these conditions are met, the Employer agrees that they will not lose pay in such circumstances.

- 10.3 The Employer agrees to recognize a Negotiating Committee of not more than two (2) employees. The Negotiating Committee shall have the assistance of a representative of the National Union for the purpose of negotiating a renewal Agreement, pursuant to notice given under Article 35, Duration.
- 10.4 The Employer and Union shall appoint a Labour Management Committee consisting of not more than two (2) members appointed by the Employer and two (2) members appointed by the Union, to include the Vice President and/or Steward or their designate. Each party shall advise the other of the names of its appointees and changes of appointees as these occur. The Labour Management Committee will meet once every six (6) months, or more or less frequently if agreed by the parties, during work time at a time mutually agreed to discuss any matters of concern arising under this Agreement. Time spent in the meetings by any employees will be considered time worked and employees will not suffer any loss of pay or benefits. The Labour Management Committee shall not discuss any matters relating to active grievances or arbitrations.
- 10.5 Permission to be absent from work for all other union business will be based on the Employer's ability to continue operations provided that written application is made at least seven (7) calendar days in advance of the leave. Such time off shall not exceed an aggregate of twenty (20) shifts per calendar year for the bargaining unit.

Should the union require additional leave time to attend conferences, conventions, or for training purposes, the Employer will give consideration to approving additional shifts to be taken off.

Although the cost of all other Union business conducted by employees is unpaid, if approval in writing is given, the employee's pay will be kept whole while on this union business. The employee's pay associated with this requested time off will be invoiced to and paid by the Union on a monthly basis. Such accounts rendered to the Union shall be paid within 60 calendar days of the date of the account, failing which there shall be no obligation on the

Employer to continue an employee's pay for future absences.

- 10.6 Except as specifically provided for in this Agreement or in applicable legislation, no employee will be compensated for time away from work to conduct Union business which falls outside of their regular scheduled hours or on an employee's regular day off.

## **ARTICLE 11: GRIEVANCE PROCEDURE**

- 11.1 The parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible.

- 11.2 It is generally understood that an employee has no complaint or grievance until they, either directly or through the Union, have first given their Supervisor an opportunity to adjust the complaint. An employee will bring the matter to their Supervisor's attention within seven (7) working days of the circumstances giving rise to the complaint. The Supervisor will provide a response within seven (7) working days of being notified of the complaint. Grievances must be submitted in writing and must state the details of the occurrence or decision being grieved, the article(s) of the Agreement claimed to have been violated, and the remedy sought.

- 11.3 If the complaint remains unresolved, it may be taken up as a grievance in the following manner:

### **Step 1:**

The grievance shall be submitted in writing through the Union to the Supervisor within seven (7) working days of the day the response from the Supervisor is received or due, whichever is earlier. The Supervisor shall hold a meeting with the employee, Steward and Chief Steward within a further seven (7) working days and shall communicate their position to the employee and the Union within seven (7) working days of such meeting.

### **Step 2:**

If the matter is not settled, then within seven (7) working days of the Supervisor's reply, the National Union Representative or Vice President or designate may request a meeting with the Employer's Management. In such case a meeting shall be held between the Employer representative(s), the Union's National Representative and the Vice President or

designate within two (2) weeks after the Employer receives written notification from the Union that such meeting is desired, or such longer period as may be necessary, and mutually agreed upon. The Employer shall give its answer within seven (7) working days of the meeting. If the matter is not disposed of at such meeting, and if the Union wishes to proceed to arbitration, the Union shall, within fifteen (15) working days of the date of the answer given, but not thereafter, deliver to the Employer a notice in writing stating that it wishes to take the matter to arbitration.

11.4 The parties may mutually agree to utilize the services of a Grievance Mediator, prior to arbitration, the costs of which shall be equally paid by the Employer and the Union.

11.5 The parties acknowledge the right to other arbitration processes pursuant to the *Labour Relations Act*.

#### 11.6 Discharge

A claim by an employee, other than a probationary employee, that they have been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged with the Supervisor at Step 2 within five (5) working days after the employee ceases to work for the Employer.

Such special grievance may be settled by:

- (a) confirming the Employer's action to discharge or suspend the employee, or
- (b) reinstating the employee with full seniority and compensation for lost wages and benefits, or
- (c) any other arrangement, which in the opinion of the conferring parties, or the Arbitrator, is just and equitable.

#### 11.7 Policy Grievance

A Union Policy grievance or an Employer grievance may be submitted to the Employer or the Union, as the case may be, within seven (7) working days of the circumstances giving rise to the grievance. A meeting between the representatives of the Employer and the Union shall be held within seven (7) working days of the presentation of the written grievance, or such longer period as may be mutually agreed upon to accommodate the parties. The answer will be given in writing within seven (7) working days of the meeting. If the matter is not disposed of at such meeting, the grievance may be submitted to arbitration within fifteen (15) working days of the date of the answer given and Article 12

(Arbitration) shall apply. It is expressly understood that the provisions of this paragraph may not be used by the Union to institute a grievance directly affecting an employee which such employee could themselves institute and the provisions of Article 11.2 and Article 11.3 shall not be bypassed.

**11.8** Where it is determined at the time of filing that a grievance affects two or more employees; it shall be lodged as a group grievance and shall be presented to the Employer beginning at Step One of the grievance procedure.

**11.9** It is important that time limits in this Collective Agreement are adhered to, and such time limits may be extended by mutual agreement of the parties, in writing.

**11.10 Personnel Records**

An employee shall have the right at any time to have access to and review their personnel record. Any disagreement as to the accuracy of information contained in the file may be subject to the grievance procedure and the eventual resolution thereof shall become part of the employee's record. An employee shall have the right to make copies of any material contained in their personnel record.

**11.11** The record of any disciplinary action shall be removed from an employee's file after twenty four (24) months following such action, provided no other disciplinary action has been taken against that employee within that twenty four (24) month period.

**ARTICLE 12: ARBITRATION**

**12.1** Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties, after properly exhausting the steps of the grievance procedure set forth in this Agreement, may notify the other party in writing of its desire to submit the difference or allegation to arbitration.

The parties shall attempt to select an Arbitrator who is acceptable to both. Failing an agreement upon such a selection within ten (10) working days of the matter being referred

to arbitration, or failing availability of the selected Arbitrator within a period acceptable to both parties, either party may ask the Ontario Ministry of Labour to appoint a person as an Arbitrator.

12.2 No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance. This clause shall not operate to preclude an already appointed Arbitrator from mediating a resolution at a hearing convened between the parties.

12.3 The Arbitrator shall not be authorized or have the power to make any decision which is contrary to, or inconsistent with, the provisions of this Agreement in any particular case, nor to add to, alter, delete, substitute, or amend any provisions of this Agreement, nor to deal with any matter which is not covered by this Agreement.

12.4 The compensation and expenses of the Arbitrator shall in all cases be borne equally by the Employer and the Union.

### **ARTICLE 13: PROBATIONARY EMPLOYEES AND TEMPORARY EMPLOYEES**

13.1 A newly hired employee shall be on probation for a period of sixty-five (65) shifts worked or four (4) months, whichever occurs first, from the date of hiring to demonstrate the ability to do the job. Such employee shall have no seniority rights during the probationary period and if terminated or disciplined will only have rights to the grievance process if the Union determines that any rights granted through legislation have been violated or if the Union determines that such employee has not been given proper training to complete the required tasks of the position and been advised of the expectations required of the job and the Employer.

After completion of the sixty-five (65) shifts worked or four (4) months, whichever occurs first, an employee shall be considered permanent for the purposes of this Agreement, from their most recent date of hire.

The Employer may request the Union agree to extend the duration of a probationary period. Such extension shall not be unreasonably denied.

## 13.2 Temporary Employees

- (a) Persons on temporary assignments shall be those engaged for work or projects of a limited duration or as replacements for absent employees and will be members of the bargaining unit, paying union dues on the same basis as permanent employees. Temporary assignments are limited to sixty-five (65) shifts worked or four (4) months, whichever occurs first, in duration, save and except for a temporary assignment to replace an employee who is absent due to maternity leave, parental leave or other authorized leave of absence. In such case, the temporary assignment will extend to the end of the foregoing leave of absence. A person who is on a temporary assignment who is subsequently hired by the Employer as a probationary employee at the conclusion of the temporary assignment shall count any of their continuous service rendered while on temporary assignment towards completion of the probationary period.
- (b) All articles of this Agreement shall apply to temporary employees except for the following:
- |            |                   |   |                                 |
|------------|-------------------|---|---------------------------------|
| Article 14 | Seniority         |   |                                 |
| Article 18 | Holidays          | ) | in accordance with the          |
| Article 19 | Vacations         | ) | <i>Employment Standards Act</i> |
| Article 20 | Sick Leave        |   |                                 |
| Article 21 | Bereavement Leave |   |                                 |
- (c) Temporary employees shall report for work at the designated work site.

## ARTICLE 14: SENIORITY

14.1 Seniority, as referred to in this Agreement, shall mean length of continuous service with the Employer since the last date of hire into the bargaining unit.

14.2 In order to provide job security for the members of the bargaining unit, the Employer agrees that all work or services performed by the employee shall not be subcontracted, transferred, leased, assigned, conveyed, in whole or in part, to any other plant, person, company or non-bargaining unit employee, if such would result in the layoff of an employee, or a reduction in hours of an employee.

- 14.3 (a) A seniority list will be posted by the Employer for a period of thirty (30) calendar days within one (1) month after the signing of this Agreement. After such posting, the list shall become final as to the employees' names and dates designated on it, except as to any employee who has disputed the accuracy of their seniority date while the list is posted, in which case it will be subject to an adjustment under the Grievance procedure if established to be inaccurate unless the employee is on approved leave, whereby the time limits shall be extended accordingly. The seniority list will be brought up to date in January of each year and a copy will be given to the Chief Steward of the Union and a copy posted on the bulletin board.
- (b) A non-bargaining unit employee who is transferred into a classification covered by this Agreement shall be credited with their full Employer service upon their transfer for purposes other than seniority.

14.4 An employee's seniority will be lost, and the employee shall be deemed terminated if they:

- (a) voluntarily quit the employ of the Employer for any reason;
- (b) are discharged for just cause and is not reinstated in accordance with the provisions of this Agreement;
- (c) are laid off for a continuous period exceeding the length of their seniority at the time of layoff or a period exceeding eighteen (18) months, whichever comes first;
- (d) if an employee fails to return to work within ten (10) working days following a layoff and after receiving notice by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of their current address and telephone number.

The above will not be applied if a recalled employee, within five (5) working days of notification of recall, advises the Employer that they intend to report to work within ten (10) working days of notification of recall and actually does report to work within such time period;

- (e) fail to return to work on the first scheduled shift following the expiration of an

authorized leave of absence, unless they have a bona fide reason satisfactory to the Employer;

- (f) utilize a leave of absence for purposes other than those for which the leave of absence was granted, unless they have a bona fide reason satisfactory to the Employer;
- (g) are absent for five (5) consecutive shifts over a minimum of five (5) calendar days without notifying the Employer (unless a satisfactory reason for failure to notify is given).

Subject to the above, seniority shall be maintained and accumulated during:

- (1) absence due to non-occupational or occupational sickness or accident; or
- (2) authorized leave of absence.

14.5 No employee shall be permanently transferred to a position outside the bargaining unit without their consent. If an employee is permanently transferred to a position outside the bargaining unit, they shall retain their seniority accumulated up to the date of leaving the unit for the duration of the trial period only and will not accumulate any further seniority. Such employee shall have the right to return to a position in the bargaining unit during their trial period, which shall be a maximum of sixty (60) shifts worked. If an employee returns to the bargaining unit during the trial period, they shall be placed in a job consistent with their seniority. Such return shall not result in the layoff or bumping of an employee holding greater seniority. When employed in a position outside the bargaining unit, the employee shall not perform bargaining unit work except as permitted by Article 2.8.

## **ARTICLE 15: LAYOFF AND RECALL**

15.1 Students and temporary employees shall be laid off prior to probationary employees who will be laid off before permanent employees.

15.2 Subject to the remaining employees being qualified to do the available work, permanent employees shall be laid off in the reverse order of their seniority. An employee whose

classification is eliminated may bump an employee with less seniority in an equal or lower classification provided the employee is qualified to do the work involved.

## **Recall**

15.3 The Employer will recall laid off employees in the reverse order of layoff, provided that, in order to be recalled, an employee must have the skill, ability and qualifications to perform the available work.

15.4 New employees shall not be hired until those laid off have been given an opportunity of recall.

15.5 Grievances concerning layoff shall commence at Step #1 of the grievance procedure.

15.6 Except in extenuating circumstances, the Employer shall notify regular employees who are to be laid off in accordance with legislation but in no case shall the notice be less than five (5) working days.

15.7 A layoff shall be defined as a reduction in the work force, or a permanent reduction in the regular hours of work, as defined in this Agreement.

## **ARTICLE 16: JOB POSTINGS AND TRAINING**

16.1 When a new position is created or when the Employer determines that it wishes to fill a vacancy in a bargaining unit job, the Employer shall post the vacancy. The posting shall indicate those qualifications required by the Employer. Such posting shall remain open for a period of ten (10) working days.

16.2 Bargaining unit applicants shall be evaluated on the following basis:

- (a) skill, ability and qualifications required of the posted vacancy;
- (b) seniority.

Where the factors in (a) are relatively equal as between two (2) or more employees, the employee with the most seniority shall be selected.

### **16.3 Information on Postings**

Such notice shall contain the following information: nature of position, qualifications, required knowledge and education, skills, wage or salary rate or range. Such qualifications may not be established in an arbitrary or discriminatory manner.

### **16.4 Temporary Reassignments**

After consultation with the employee(s) concerned, the Employer may temporarily reassign employees without regard to seniority to other work as may be necessary to avoid short layoffs and/or recall, provided:

- (a) That the temporary period shall in no case exceed a period of ninety (90) calendar days unless an increase of this period and/or period is arranged by mutual consent.
- (b) Such employees as may be assigned to the temporary work shall receive the pay rate of the job to which they are temporarily assigned where such assignment exceeds one shift. If, however, an employee is transferred to a lower rated job for the convenience of the Employer, and not to avoid a layoff, the Employer will maintain their normal rate of pay so long as they are working in the job they were transferred to for the convenience of the Employer.
- (c) An employee may be removed from the temporary assignment if they fail to perform to job standards or the employee does not wish to remain in the temporary assignment, and provides the Employer with thirty (30) calendar days notice.

### **16.5 Trial Period**

Where an employee has been selected as a successful applicant under this section, and it is subsequently determined by the Employer that they cannot satisfactorily perform the job or, where the employee wishes to return to their former job, the Employer will return the employee to their former job during the first thirty (30) shifts worked or two (2) months, whichever occurs first, from the date on which the employee was first assigned to the vacancy.

Any other employee who has been promoted or transferred because of the rearrangement of positions shall also be returned to their former position and wage rate without loss of seniority.

## **16.6 Training Course**

The Employer shall maintain a system of “on-the-job training” so that every employee shall have the opportunity to receive training and qualify for promotion or transfer in the event of a vacancy arising. Accordingly, employees shall be allowed regular opportunities to learn the work of higher or equal positions during regular working hours by working together with senior employees for temporary periods, without affecting the salary or pay of the employees concerned. Job training shall only take place when the senior employee is present and instructing the trainee.

16.7 The Employer shall post any training courses it deems appropriate for which employees may be selected. The Employer shall arrange for the “First Aid and CPR Course” to be offered to all employees, during working hours. Through a memo to all employees, the Employer shall reinforce the advantages of these programs and strongly encourage all employees to attend.

The bulletin shall contain the following information:

- i) Type of Course (subjects and material covered)
- ii) Time, duration and location of course
- iii) Minimum qualifications required for applicants

This bulletin shall be posted for a period of two (2) weeks on the bulletin board to afford all interested employees an opportunity to apply for such training. Approved time spent in such training shall be considered to be time worked.

## **ARTICLE 17: HOURS OF WORK**

### **17.1 Inside Employees**

The standard work day for all employees is eight (8) hours per day for forty (40) hours per week, between the hours of 8:30 a.m. and 4:30 p.m., unless otherwise mutually agreed upon between the Employer and the employee.

The standard work week for all employees is five (5) days during the Monday to Friday period. There shall be a one hour paid lunch period. When there is more than one (1) member at work during the work day, lunches shall be taken in a manner that allows the office to remain open to the public.

**17.2 (a) Outside Employees – Summer Hours**

Regular work day during summer hours shall be five (5) consecutive work days between Monday and Friday, eight (8) hours per day (including a one-half hour paid lunch break) beginning at 7:00 a.m. Summer hours will be effective no sooner than the first Sunday in April and no later than the first Sunday in May, in accordance with operational needs, to the last Saturday in October.

**(b) Winter Hours**

Regular work day during winter hours shall be Monday to Friday, eight (8) hours per day with a shift commencing between the hours of 2:00 a.m. and 7:00 a.m. and ending eight (8) hours following. There is a one-half (1/2) hour paid lunch break. Winter hours are effective when summer hours are not.

**17.3 Overtime Pay and Banked Time in Lieu**

It is understood and agreed that the provisions of this article are intended only to provide a basis for calculating time worked and shall not be considered a guarantee as to the hours of work per day, the days of work per week, nor a guarantee of working schedules, pay or benefits.

17.4 There shall be no duplication or pyramiding of hours worked for the purpose of computing overtime or other premium payment.

17.5 Subject to the terms of this Agreement, overtime is time spent on the job beyond the regular work day or regular work week where required by the Employer. Overtime hours shall be paid at a rate of 1.5 times the employee's regular hourly rate.

17.6 Notwithstanding the foregoing, overtime hours may be banked, at a rate of 1.5 times the hours worked, by the employee to a maximum of forty (40) hours and taken at a time mutually agreeable to the employee and the Employer. Overtime banked and accrued in the calendar year shall be taken prior to December 31<sup>st</sup> of the following year. Overtime banked and not taken by December 31<sup>st</sup> of the following year shall be paid.

17.7 The parties to this Agreement recognize that the needs of the business may require the performance of overtime work from time to time and when overtime is required, the Employer will assign the employees regularly doing the job. The Employer will attempt to advise employees of required overtime as far in advance as is practical. In light of the

foregoing the Employer agrees to attempt to distribute available overtime work as equitably as practical amongst qualified employees normally performing the work in question within the sections in which overtime is required.

17.8 All employees shall be permitted a rest period of fifteen (15) consecutive minutes, both in the first and second half of the shift, at a regularly scheduled time, to be arranged with the Supervisor.

17.9 An employee who is called in to work outside their regular working hours shall be paid for a minimum of three (3) hours whenever there is a break between the employee's regularly scheduled hours and the work the employee is called in to do. When the work called back for is completed, the employee shall be allowed to leave. The employee shall be paid from the time they report for duty until the time they complete the required work, including as necessary, time to travel back to the shop and clean up.

**17.10 Standby Pay**

For the winter season commencing November 1 and ending March 31, the Employer may schedule some or all Public Works employees on call for standby work on weekends. Where Public Works employees engaged in snow removal and sanding of municipal roads are scheduled on call for standby work on Saturday and/or Sunday, they shall receive standby pay in addition to their regular wages (subject to all deductions required by law) of \$50.00 per day provided they are available to work on Saturday and/or Sunday and are scheduled on call for standby work on Saturday and/or Sunday. Further, Public Works employees shall not be entitled to any payment for standby pay under this provision in the event they are not scheduled on call; are not available for weekend work; do not answer a call to work; refuse work; or are incapable of working on the weekend for any reason.

**ARTICLE 18: DESIGNATED HOLIDAYS**

18.1 Employees shall be entitled to the following holidays with pay:

New Years Day	Victoria Day	Thanksgiving Day
Family Day	Canada Day	Remembrance Day
Good Friday	Civic Holiday	Christmas Day
Easter Monday	Labour Day	Boxing Day

- 18.2 Holiday pay shall be computed on the basis of the number of hours the employee would otherwise have worked (up to a maximum of eight (8) hours) at the employee's basic hourly rate of pay.
- 18.3 In order to qualify for holiday pay the employee must work the full scheduled hours of work on the employee's scheduled work day immediately preceding and immediately following the holiday, unless absent due to illness, injury or approved leave of absence and confirmed by medical documentation, if requested.
- 18.4 Where an employee who has undertaken to work on any one of the above-mentioned holidays, they shall be paid, at the rate of time and one-half their base hourly rate, for all hours worked in addition to any holiday pay to which they are entitled. In the case of Christmas and New Year's Day, the rate of pay shall be double time, in addition to any holiday pay to which they are entitled.
- 18.5 Where any of the holidays occur during an employee's vacation period the Employer agrees to provide an additional day off with pay at a time mutually agreed upon by the Employer and employee.
- 18.6 In addition to the designated holidays listed in Article 18.1, employees will be entitled to one (1) paid float day per year. The float day will be approved subject to operational demands. An employee will be paid their straight time hourly rate of pay for the hours they were otherwise scheduled to work on the float day. Float days cannot be carried over from one year to the next and will not be paid out at the end of employment.

## **ARTICLE 19: VACATIONS**

- 19.1 All employees shall be entitled to vacations with pay based on length of continuous service as follows:
- (a) employees who have completed less than one year of continuous service are entitled to 4% of their gross earnings from the date of hire to the end of the calendar year. Such payment of 4% is due only if an employee resigns their employment, or is terminated prior to completion of one year's service.

- (b) employees who have completed one (1) year of service, but less than five (5) years of service shall be entitled to a vacation of two (2) weeks with pay;
- (c) employees who have completed five (5) years of service but less than ten (10) or more years of service shall be entitled to a vacation of three (3) weeks with pay;
- (d) employees who have completed ten (10) years of service but less than sixteen (16) or more years of service shall be entitled to a vacation of four (4) weeks with pay;
- (e) employees who have completed sixteen (16) years of service but less than twenty-one (21) or more years of service shall be entitled to a vacation of five (5) weeks with pay.
- (f) employees who have completed twenty-one (21) years of service or more shall be entitled to a vacation of six (6) weeks with pay.
- (g) employees who have completed twenty-five (25) years of service or more shall be entitled to a vacation of seven (7) weeks with pay.

19.2 There shall be no carry-over of vacation from one vacation year to the next without written authorization by the Employer. Such authorization shall not be unreasonably withheld.

### 19.3 **Vacation Pay**

Vacation pay for each week of vacation shall be at the rate of two per cent (2%) of gross annual earnings [i.e. the current year's total earnings].

### 19.4 **Vacation Pay on Termination**

An employee terminating their employment or who has their employment terminated at any time in the vacation year prior to their vacation shall be entitled to their unpaid vacation pay earned up to the date of termination.

### 19.5 **Unbroken Vacation Period**

Employees are entitled to take vacation in unbroken periods of a minimum of one (1) week. Employees may, however, take vacation in increments of less than one (1) week with the prior approval of the Employer.

Employees shall advise the Employer of their vacation requests prior to May 1, unless otherwise agreed by the Employer. Requests received after May 1 will not be considered until all requests received prior to May 1 are considered and scheduled.

**19.6 Approved Leave of Absence during Vacation**

Where an employee qualifies for bereavement leave or receives treatment in a hospital during their period of vacation, there shall be no deduction from vacation credited for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, at the employee's option. The Employee shall provide written confirmation of their option within 10 working days. An employee who becomes sick as verified by medical certification prior to taking vacation shall have their affected vacation rescheduled for the length of time the employee is verified as unable to travel. A medical certificate must be provided by the employee within two (2) working days of their return to work.

19.7 Except in case of emergency, no employee shall be required to work during their scheduled vacation period.

**19.8 Leave of Absence**

An employee shall be entitled to leave of absence without pay and without loss of seniority when they request such leave for good and sufficient cause. Such request shall be in writing and approved by the Employer. Such approval shall not be unreasonably withheld.

**ARTICLE 20: SICK LEAVE**

20.1 Each employee is entitled to up to eight (8) paid sick days for the purpose of illness, medical appointments or to provide care for a family member each year at their current rate of pay and any unused sick time to be banked to a maximum of forty-five (45) days. An employee shall receive one half (1/2) of their accumulated sick bank upon termination to a maximum of twenty (20) days.

Effective the date of ratification, the Employer will credit sick days equivalent of 16.67% of the employee's current sick leave balance and will increase the bank cap to 50 days with a maximum payout of up to twenty-five (25) days.

## **ARTICLE 21: BEREAVEMENT LEAVE**

21.1 In the event of the death of a member of the immediate family of a Full-time or Part-time employee, they shall be granted a leave of absence with pay of five (5) consecutive working days following the death of the family member.

Immediate family includes parent, parent-in-law, spouse, common law spouse, child, stepchild, brother, sister, grandparent or grandchild.

In the event of the death of a son-in-law, daughter-in-law, brother-in-law, sister-in-law, aunt, uncle, niece or nephew, they shall be granted a leave with pay of three (3) consecutive working days following the death of such person.

Accordingly, Part-time employees will only be paid for the days scheduled and missed in the consecutive five (5) Working Day period.

21.2 Where the term spouse is used in this article, it shall include common-law spouse or same sex partner, as defined in the *Family Law Act*.

21.3 Employees reserve the right to hold up to two (2) of their above entitled bereavement days for use at a later time, for the purpose of an interment, celebration of life or family gathering, which must be utilized within twelve (12) months of the death subject to operational demands.

## **ARTICLE 22: PREGNANCY AND PARENTAL LEAVE**

22.1 Pregnancy and parental leave shall be granted in accordance with the terms set out in the *Employment Standards Act*.

## **ARTICLE 23: UNION LEAVE**

23.1 Upon request to the Employer, an employee elected or appointed to represent the Union at conventions, conferences or seminars shall be allowed leave of absence without loss of pay or benefits. In such case the Employer will bill the Union for the wages concerned, according to Article 10.5.

## **ARTICLE 24: FAMILY CAREGIVER LEAVE**

24.1 Employees shall be granted an unpaid leave of eight (8) weeks to care for a seriously ill family member as per the terms of the *Employment Standards Act*. During the leave the employee will continue to accumulate all benefits and seniority under this Collective Agreement. If the employee chooses to make contributions for the period of the leave to the pension or benefits plan, the Employer will pay the Employer's contributions for the same period. On return from leave, employees will be placed in their former position if it still exists unless it was eliminated, at which time Article 15.2 would prevail. This clause is subject to the E.I. criteria for qualifying for such a leave.

The employee may request an extension to the leave in writing should circumstances warrant. Approval of an extension shall not be unreasonably denied. During an extended leave the employee shall continue to accrue all benefits and seniority.

## **ARTICLE 25: JURY DUTY**

25.1 The Employer shall grant leave of absence without loss of seniority benefits to an employee who serves as juror or subpoenaed witness in any court or who is required by subpoena to attend a court of law or coroner's inquest. The Employer shall pay such an employee the difference between normal earnings for such time lost from work and the payment received for jury service or court witness, excluding payment for travelling, meals, or other expenses. The employee will present proof of service, and the amount received.

## **ARTICLE 26: EDUCATION LEAVE**

- 26.1 (a) An employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade their employment qualifications where specifically requested by the Employer.
- (b) Where the Employer requests the employee to attend courses and/or seminars to upgrade their qualifications, the employee will be deemed to be working and will be paid accordingly. If the Employer directs the employee to attend training directly from home, the difference in time between the employee's regular commute and the time taken to travel to the training location will be considered work time.

## **ARTICLE 27: ELECTIONS/REFERENDUM**

27.1 Employees shall be allowed four consecutive hours off without loss of pay before the closing of the polls in any federal, provincial or municipal election or referendum.

## **ARTICLE 28: HEALTH & WELFARE**

28.1 The parties agree that the Employer, Union and Employees shall abide by the terms of the *Occupational Health and Safety Act*.

## **ARTICLE 29: BULLETIN BOARDS**

29.1 The Union shall have a bulletin board on the premises of the Employer for the posting of appropriate Union notices pertaining to matters relating to employees covered by the Collective Agreement. Copies of all notices shall be given to Management prior to posting and the Employer retains the right to approve any material posted.

## **ARTICLE 30: ALLOWANCES**

30.1 The Employer shall supply all tools and equipment required by employees in the performance of their duties. Replacement will be made by producing the worn out or broken tools.

30.2 An employee, required to use their own vehicle for the purpose of the Employer, shall be paid a travel allowance in accordance with the CRA mileage rate per kilometer.

30.3 The Employer shall pay all legal and court costs as well as judgment costs, if any, for any action or other proceeding initiated against an employee or statutory office, by virtue of the good faith performance of their employment duties.

### **Criminal Charges**

In the event that criminal charges are laid against an employee or former employee, arising as a result of, or during the performance of assigned duties (with the exception of the

Highway Traffic Act), the Employer shall pay all legal costs (meaning reasonable lawyer's fees and disbursements) therefrom that exceed the amount of coverage provided by the insurance carrier through the insurance policy, subject to the following conditions:

- i) the charge arises directly out of events incurred while the employee was actively in the course of performing their duties in good faith on behalf of the Employer; and
- ii) the employee was acquitted of all or any part of the charges; and,
- iii) such acquittal of the charge or charges as laid was not affected by a plea or pleas by the employee to a lesser charge.

30.4 The Employer shall provide safety helmets which include face shield and ear protection, chain saw safety pads, protective vests, and any other PPE required by law to perform their duties. In addition, each employee who is required to work outside shall be provided with up to four hundred and fifty dollars (\$450.00) annually (January 1 to December 31) to be used for the purchase of safety boots, (winter and summer) coveralls and/or pants and shirts, work gloves or rainwear. Reimbursements will be made upon presentation of a receipt(s) for the purchase(s). The employees who are required to wear safety boots shall ensure their safety boots are in acceptable, safe conditions, subject to periodic assessment by management.

- 30.5 (a) The Employer will pay for all licences and tickets required by the Employer to have, in order to perform the work.
- (b) Upon production of a receipt, the employee will be reimbursed the cost of a medical required for renewal of a licence required by the Employer.

## **ARTICLE 31: JOB CLASSIFICATION**

31.1 The Employer agrees to draw up job descriptions for all positions both current and new, for which the Union is the bargaining agent. These descriptions shall be presented and discussed with the Union and shall become the recognized job descriptions unless the Union presents written objection within thirty (30) calendar days. All job descriptions will be reviewed and approved jointly. The Employer reserves the right to amend the job descriptions as required. The job descriptions shall include primary responsibilities, duties, knowledge, skill, and qualifications required.

## **ARTICLE 32: BENEFITS**

32.1 The Employer shall continue to provide the benefits as described in the current group insurance plans (The Canada Life Assurance Company as of September 1, 2021). The foregoing policies or carrier shall not be changed unless equal or superior coverage is provided.

a) The total cost of eye examinations shall be covered to a maximum of one hundred and fifty dollars (\$150.00). Effective January 1, 2025, the total cost of eye examinations shall be covered to a maximum of one hundred and sixty dollars (\$160.00) every 24 months.

b) The coverage for eyewear will be at four hundred and fifty dollars (\$450.00) every two (2) years per employee and dependant family member. (Definition of dependant family member shall be provided by the benefit plan.)

### **32.2 Pension**

Membership in the Ontario Municipal Employees Retirement System (OMERS) pension plan is compulsory for all full-time employees and all part-time employees who meet the criteria as specified in the Pension Benefits Act and as defined by OMERS. The employee and the Employer shall make equal annual contributions to OMERS at the rate determined by OMERS. Employee contributions shall be deducted biweekly from the employee's pay cheque.

## **ARTICLE 33: WAGES**

33.1 The wage rates for employees covered by this Agreement shall be as set out in Appendix "A" which is attached to and forms part of this Agreement.

33.2 When an employee temporarily relieves in or performs the principal duties of a higher paying position for more than one (1) hour in any shift, the employee shall receive the rate of pay for the higher paying job.

When an employee is assigned to a lower paying position within the terms of the Collective Agreement the employee's rate of pay shall not be reduced.

## **ARTICLE 34: JOB EVALUATION**

34.1 The parties agree that with regards to Job Evaluation, the Terms of Reference, together with all appendices, the Gender-Neutral Job Evaluation Plan, job descriptions and any other documents, as agreed by the Joint Job Evaluation Committee, shall be deemed to be part of this Collective Agreement, effective the date of signing of the Terms of Reference and as agreed upon before that date.

As such, any disagreement concerning the overall Job Evaluation Program shall be referred to a single Arbitrator, who shall be jointly selected by the parties to this Agreement. The power of the Arbitrator shall be limited to the matters in dispute as submitted. The decision shall be final and binding on the parties. The documentation on the Arbitrator's fees and expenses shall be determined in advance and shall be borne equally between the parties.

## **ARTICLE 35: DURATION**

35.1 This Agreement shall continue in effect May 1, 2023 to April 30, 2025 and shall automatically continue in effect thereafter for annual periods of one year unless either party notifies the other in writing not less than sixty (60) calendar days and not more than ninety (90) calendar days prior to the expiration date of its desire to amend or terminate the Agreement.

35.2 If notice of amendment or termination is given by either party in accordance with 35.1 above, the parties agree to meet for the purpose of negotiations within fifteen (15) calendar days following receipt of such notification or such further period of time as may be agreed upon.

35.3 Any changes deemed necessary to this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

**The Town of Kearney**

Nicole Gourlay  
Nicole Gourlay (Jun 4, 2025 13:58 EDT)

Nicole Gourlay

**Date:**

04/06/25

Jill Sharer  
Jill Sharer (Jun 6, 2025 14:51 EDT)

Jill Sharer

06/06/25

**Canadian Union of Public Employees  
Local 1813**

Stefanie Allen  
Stefanie Allen (Jun 12, 2025 11:52 EDT)

Stefanie Allen

**Date:**

12/06/25

Adam Lundy

Adam Lundy

18/06/25

Fran Belanger  
Fran Belanger (Jun 3, 2025 15:24 EDT)

Fran Belanger

03/06/25

**Appendix A - WAGES**

POSITION	May 1, 2023	May 1, 2024
	3.75%	3.75%
Sr. Office Assistant *	\$27.43	\$28.46
Office Assistant II *	\$23.94	\$24.83
Office Assistant I *	\$21.34	\$22.14
Working Foreperson	\$31.78	\$32.97
Equipment Operator	\$26.86	\$27.87
Probationary Equipment Operator	\$22.37	\$23.21
Labourer	\$19.47	\$20.20
Flag Person and Site Security	\$17.13	\$17.77
Part-Time Planning Technician *	\$30.93	\$32.09
Part-Time General Maintenance Assistant	\$21.36	\$22.16
Deputy Clerk *	\$30.49	\$31.64
Deputy Treasurer *	\$30.44	\$31.58
Lead Hand Roads	\$29.31	\$30.41
Parks and Facilities Attendant	\$24.10	\$25.00
Parks and Facilities Attendant (Flexible)	\$24.10	\$25.00
Communications and Public Relations *	\$24.83	\$25.76

\*Wage adjustment for all office staff of \$1.75 per hour retroactive to the date of expiration May 1, 2023 and applied prior to the General wage increase.

The following are the office staff referred to above, Communication and Public relations, Deputy Treasurer, Deputy Clerk, Senior Office Assistant (no present incumbent), Office Assistant I (no present incumbent), Office Assistant II (no present incumbent), PT Planning Technician (no present incumbent)

Retroactive pay adjustments shall be paid no later than 30 days from the date of ratification by both parties and paid only to those employed on the date of ratification (“eligible voting employees”).

**LETTER OF UNDERSTANDING #1**

**BETWEEN:**

**CORPORATION OF THE TOWN OF KEARNEY  
(hereinafter referred to as “the Employer”)**

**- and -**

**CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1813  
(hereinafter referred to as “the Union”)**

**RE: Extra Hours of Work for Public Works Employees**

WHEREAS THE Ontario *Employment Standards Act, 2000* (“ESA”) requires an employee agreement to work extra hours, the parties agree to the following during the term of this collective agreement:

In accordance with subsection 17 of the ESA, the Union consents on behalf of the noted employees that these employees can work in excess of eight (8) hours per day to a maximum of thirteen (13) hours, and in excess of forty-eight (48) hours per week, to a maximum of sixty (60) hours in a week.

The parties agree that they will cooperate and file any paperwork with the Ministry of Labour that is required in order to obtain an excess hours of work agreement.

**The Town of Kearney**

*Nicole Gourlay*  
Nicole Gourlay (Jun 4, 2025 13:58 EDT)  
Nicole Gourlay

**Date:**  
04/06/25

~~9/15/25~~ (Jun 6, 2025 14:51 EDT)  
Jill Sharer

06/06/25

**Canadian Union of Public Employees**

**Local 1813**  
*Stefanie Allen*  
Stefanie Allen (Jun 10, 2025 13:03 EDT)  
Stefanie Allen

**Date:**  
12/06/25

*[Signature]*  
Adam Lundy

18/06/25

*Fran Belanger*  
Fran Belanger (Jun 3, 2025 15:24 EDT)  
Fran Belanger

03/06/25

**LETTER OF UNDERSTANDING #2**

**BETWEEN:**

**CORPORATION OF THE TOWN OF KEARNEY  
(hereinafter referred to as “the Employer”)**

**- and -**

**CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1813  
(hereinafter referred to as “the Union”)**

**RE: Training of Operators**

The parties agree to the following Letter of Understanding respecting the issue of training for Operators:

The Employer and the Union agree that all Equipment Operators shall be cross-trained to operate all machinery and must meet the mandatory requirements, including any licensing or certification required to operate said machinery, and will ensure all Equipment Operations maintain any licensing and certification required to operate the machinery at the Employer’s expense.

**The Town of Kearney**

**Date:**

*Nicole Gourlay*  
Nicole Gourlay (Jun 4, 2025 12:59:25)  
Nicole Gourlay

04/06/25

*Jill Sharer*  
Jill Sharer (Jun 6, 2025 14:51 EDT)  
Jill Sharer

06/06/25

**Canadian Union of Public Employees  
Local 1813**

**Date:**

*Stefanie Allen*  
Stefanie Allen (Jun 12, 2025 11:52 EDT)  
Stefanie Allen

12/06/25

*Adam Lundy*  
Adam Lundy

18/06/25

*Fran Belanger*  
Fran Belanger (Jun 3, 2025 15:24 EDT)  
Fran Belanger

03/06/25

**LETTER OF UNDERSTANDING #3**

**BETWEEN:**

**CORPORATION OF THE TOWN OF KEARNEY  
(hereinafter referred to as "the Employer")**

**- and -**

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

**RE: Transfer Station Attendant**

**WHEREAS** during the term of the Collective Agreement between the Employer and the Union (the "**Parties**"), the Employer has created a full-time position of Transfer Station Attendant(the "**Position**") within the bargaining unit;

**AND WHEREAS** the Employer has filled the position with an employee, rather than an independent contractor, and the parties recognize that Martin Filmore is the current incumbent (the "**Incumbent**");

**AND WHEREAS** the Parties recognize that the Position is not included in the bargaining unit when it is occupied by a contractor rather than an employee pursuant to Article 2.2 of the Collective Agreement;

**AND WHEREAS** the Parties agree that Article 14.2 of the Collective Agreement prevents the Employer from, among other things, contracting out work of the bargaining unit if that would result in the layoff of an employee or a reduction in hours;

**NOW THEREFORE** the Parties agree on a without prejudice or precedent basis with respect to the current Incumbent to the Position:

1. The Parties agree that the job description, attached hereto as Schedule 'A,' represents the current main duties performed by the Incumbent in this Position.
2. The Parties agree that the Employer will not contract out the work of the Position if that would result in a layoff or the reduction of hours for the Incumbent.
3. The Parties agree that nothing in this Letter of Understanding restricts the Employer's right to contract out the work of the Position, provided the Employer complies with Article 14.2 of the Collective Agreement and subject to paragraph 2 above. For greater clarity, if the Incumbent leaves the Position nothing in this Letter of Understanding restricts the Employer's right from filling the position with a contractor in accordance with the Collective Agreement and if that occurs the position will no longer be included in the bargaining unit pursuant to Article 2.2.
4. The parties agree that the current Incumbent has a rate of pay of \$25.90 as Equipment Operator.
5. After the Incumbent vacates the Position, if the Employer fills the Position with another employee, rather than a contractor, the Employer will advise the Union of the wage rate for the position.

6. This Letter of Understanding will expire when the Incumbent is no longer in the Position.
7. The Employer agrees to keep the Transfer Station Attendant role in the bargaining unit pursuant to the terms of LOU No. 3 until the earlier of:
  - December 31, 2025; and
  - the date the parties ratify a new Collective Agreement (with or without a renewal LOU No. 3 in that Collective Agreement), provided that the Employer is able to fill the position if it is vacated by the current incumbent prior to the earlier of the above-noted dates.

**The Town of Kearney**

**Date:**

*Nicole Gourlay*

04/06/25

Nicole Gourlay (Jun 4, 2025 13:58 EDT)

Nicole Gourlay

*Jill Sharer*

06/06/25

Jill Sharer (Jun 6, 2025 14:51 EDT)

Jill Sharer

**Canadian Union of Public Employees  
Local 1813**

**Date:**

*Stefanie Allen*

12/06/25

Stefanie Allen (Jun 12, 2025 11:52 EDT)

Stefanie Allen

*Adam Lundy*

18/06/25

Adam Lundy

*Fran Belanger*

03/06/25

Fran Belanger (Jun 3, 2025 15:24 EDT)

Fran Belanger

**SCHEDULE "A" to LETTER OF UNDERSTANDING #3**

**BETWEEN:**

**CORPORATION OF THE TOWN OF KEARNEY  
(hereinafter referred to as "the Employer")**

**- and -**

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

**RE: Transfer Station Attendant**

<b>POSITION TITLE:</b>	Transfer Station Attendant
<b>DEPARTMENT:</b>	Public Works
<b>GENERAL SUPERVISOR:</b>	Operations Manager
<b>SALARY GROUP:</b>	
<b>PREPARED BY:</b>	Brenda J Fraser, Chief Administrative Officer
<b>REVISED:</b>	March 12, 2019

**Position Summary**

Reporting to the Operations Manager, this full-time position is responsible for the efficient and effective operation at both Transfer Stations, as well as weekly curbside garbage pickup.

**MAJOR RESPONSIBILITIES**

Responsibilities include but not limited to the following:

- Maintaining safety standards and legislative requirements at all times;
- Working independently;
- Notifying Operations Manager of bins to be removed and portable toilets to be pumped;
- Reporting any violations of any section of Waste Management By-Law 2015-42 as amended to the Operations Manager as soon as possible, with vehicle license number or violation name, if known;
- Reporting name, address, and vehicle license number of anyone to be charged all tipping and garbage bag fees, as per Schedule A of the By-law;
- Reporting site condition to Operations Manager as required;
- Other responsibilities include,
  - Complete Daily Activity Reports for submission to Operations Manager
  - Assist Operations Manager in determining Transfer Station operating requirements
  - Distribution of garbage bag cards, as required
  - Suggest recommendations for upgrades
  - Liaison with contractors, as required
  - Collect dumping fees and issue receipts as required
  - Other duties as assigned

## **GENERAL RESPONSIBILITIES**

Responsibilities include, but not limited to, the following:

- Maintaining, opening and closing gates at both transfer station sites;
- Inspecting all garbage and debris left at the gates due to illegal dumping, for identification purposes and report to the Operations Manager;
- Verifying that the garbage is from the Town of Kearney;
- Ensuring recycling is done according to the Town of Kearney By-laws;
- Maintaining both transfer sites and access roads in clean and tidy including non-acceptance of loose refuse that can blow away;
- Inspecting incoming loads and ensuring they are being deposited in the appropriate location as specified in the By-law;
- Ensuring that prohibited waste as per By-Law is not accepted;
- Sorting metal and burnables at the Kallio Road Site and place in appropriate piles;
- Ensuring that barrels have one end removed;
- Ensuring household garbage is dumped at the King William Street Site as per the Waste Management By-law and all other permissible garbage is directed to the Kallio Road Site as per the By-law;
- Weekly collection of curbside garbage

## **QUALIFICATIONS**

Grade 12 or equivalent

Valid Ontario Driver's License – Abstract required

Vulnerable Sector Check required

WHIMIS Certificate

Knowledge of Occupational Health and Safety regulations – Worker Health and Safety Certificate required

Report writing skills

## **WORKING CONDITIONS**

Garbage Environment

1. Dirty, malodorous, possible exposure to animals and toxic materials.
2. No indoor plumbing.
3. Inclement weather conditions.
4. Dust.
5. Heavy equipment and various tools can be dangerous to self and others and must be used in accordance with occupational health and safety standards.
6. Lifting of heavy objects/bags.
7. Use of safety equipment such as, gloves, safety shoes and glasses, safety vests/shirts, long pants, hardhats, etc., are required at all times.

## **HOURS OF WORK**

**Town Site:** 149 King William Street  
Friday to Tuesday 9:00 A.M. to 2:00 P.M.

**Sand Lake Site:** 147 Kallio Road  
Friday to Tuesday 2:00 P.M. to 5:00 P.M.

Both Sites CLOSED every Wednesday and Thursday

Both Sites CLOSED the following Statutory Holidays:

New Year's Day  
Good Friday  
Easter Monday  
Victoria Day  
Canada Day  
Civic Holiday

Labour Day  
Thanksgiving Monday  
Remembrance Day  
Christmas Day  
Boxing Day

**The Town of Kearney**

**Date:**

*Nicole Gourlay*

Nicole Gourlay (Jun 4, 2025 13:58 EDT)

Nicole Gourlay

04/06/25

~~*Jill Sharer*~~

Jill Sharer (Jun 6, 2025 14:51 EDT)

Jill Sharer

06/06/25

**Canadian Union of Public Employees  
Local 1813**

**Date:**

*Stefanie Allen*

Stefanie Allen (Jun 12, 2025 11:52 EDT)

Stefanie Allen

12/06/25

*Adam Lundy*

Adam Lundy

18/06/25

*Fran Belanger*

Fran Belanger (Jun 3, 2025 15:24 EDT)

Fran Belanger

03/06/25

:ab/cope491