COLLECTIVE AGREEMENT

Between

THE CORPORATION OF THE TOWN OF GEORGINA

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 905.26

June 1, 2017 – March 31, 2020

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ARTICLE 1 – PURPOSE

1.01 The general purpose of this Agreement is:

i) To promote and maintain a harmonious relationship and establish and maintain collective bargaining relations between the Corporation and its Employees;

ii) To provide machinery for the prompt and equitable disposition of grievances and to maintain and establish wages, hours of work and other working conditions as herein provided;

iii) To encourage cooperation in the promotion of high standards of organizational service;

iv) To encourage cooperation in the efficient and effective delivery of Town services.

ARTICLE 2 –RECOGNITION & DEFINITIONS

2.01 The Corporation recognizes the Canadian Union of Public Employees as the sole exclusive bargaining unit for all employees of the Corporation of the Town of Georgina employed in the Roads and Waterworks Divisions, save and except Supervisors and those above the rank of Supervisors, temporary, casual, and seasonal employees, and employees covered by subsisting collective agreements.

2.02 **Employee** shall mean a person hired by the Corporation for a position within the Bargaining Unit as outlined in this Agreement.

2.03 **Probationary Period**

All newly hired Employees shall be on probation only for the first six (6) months of employment. An Employee will be considered on probation for the first six (6) months and will have no seniority rights during that period. After six (6) months service, his/her seniority shall date back to the day in which he/she was hired. Probationary Employees shall not have the right to file grievances.

i) This probationary period may be extended by mutual agreement of the parties that will not be unreasonably withheld. Said extensions will be for no more than four (4) additional months.

ii) In the event that such an Employee is absent for ten (10) or more working days during the probationary period, such probationary period shall be extended to provide for a total of the required period noted above.

iii) A probationary employee shall be subject to the terms of this agreement, except as expressly otherwise provided.

2.04 **Temporary Employees**

A temporary Employee is a person filling a position created by the Corporation for a period of time not to exceed eight (8) months in any twelve (12) month period calendar

year. A longer period of time may be allowed if requested and agreed to by the Union. Such requests would not be unreasonably denied.

However, where a permanent employee is on an approved leave of absence, the Employer may fill the incumbent's position for the length of his/her absence to a maximum of twenty-four (24) months. In the event of a medical leave of absence, under the Income Protection Plan the duration of leave may be extended to two and one-half (2-1/2) years. Temporary employees are exempt from the bargaining unit.

(i) in the event a temporary Employee becomes a permanent Employee in the same position and at the same classification level, all time spent as a temporary Employee shall be counted towards the said Employee's probationary period and shall be paid at the appropriate wage rate for the position.

(ii) in the event a temporary Employee becomes a permanent Employee at a higher classification level, his/her starting wage shall be the TBD wage rate for the first six (6) months of permanent employment, commencing from the effective date of permanent employment, until the expiry date of the said six (6) months. Any time spent as a temporary Employee will not be counted toward the said Employee's probationary period.

2.05 An Employee who fills a position temporarily outside of the bargaining unit shall pay dues in accordance with Article 5.06 of the Collective Agreement. Such Employee shall have the right to return to his former position in the bargaining unit, within a period of two (2) years, with no loss of seniority.

2.06 **Work of the Bargaining Unit**

In the event that it becomes necessary to contract out the work of the bargaining unit, the employer will provide written notification with rationale to the Unit Chair, or designate, prior to the work being performed. There is no need to inform the Union in the case of instruction, demonstration, or emergency.

It is agreed that no bargaining unit member shall be laid-off, or have a reduction of hours as a result of contracting out.

The Parties agree to meet, at the request of the Union, to discuss opportunities where work could be contracted in.

ARTICLE 3 – RELATIONSHIP

3.01 The Corporation and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or by any of their representatives or members because of any Employee's membership or non-membership in the Union or because of his activity or lack of activity in the Union.

3.02 It is agreed that the Union and the Employees will not engage in Union activities during working hours or hold meetings at any time on the premises of the Corporation without the permission of the Director of Human Resources or designate. Where meetings are

held during regular working hours, the Union Officers and affected employees will request permission to leave the work station in the same manner as outlined in Article 5.02.

ARTICLE 4 – MANAGEMENT RIGHTS

4.01 The Union recognizes and acknowledges that the management of the operations and direction of the working force are fixed exclusively in the Corporation, and without restricting the generality of the foregoing to:

(a) maintain order, discipline and efficiency;

(b) hire, promote, demote, classify, transfer, suspend, and rehire Employees, and to discipline or discharge any Employee for just cause, provided that a claim by an Employee who has acquired seniority that he has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided;

(c) make, enforce, and alter, from time-to-time, rules and regulations to be observed by the Employees. Such rules and regulations shall not be inconsistent with the terms of the within Agreement;

(d) to determine the number of personnel required from time-to-time, the standards of employee performance, service levels of the organization, the methods, procedures, machinery and equipment to be used, schedules of work and all other matters concerning the Corporation's operations not otherwise specifically dealt with in this Agreement.

4.02 The Corporation agrees that these functions shall only be exercised in a manner consistent with the provisions of the within Agreement, and at all times, in a fair and reasonable manner.

ARTICLE 5 – REPRESENTATION & UNION DUES

5.01 The Corporation will recognize the following Union representatives of members of the bargaining unit:

(a) two (2) Employees selected by the Union who have completed their probationary period to be known as Stewards;

(b) the CUPE 905 Georgina Unit Chair, who may be from CUPE 905.03 or CUPE 905.26, and

(c) a staff Representative of the Canadian Union of Public Employees.

5.02 It is understood that Stewards have their regular work to perform and that if it is necessary for them to service a grievance or potential grievance during working hours,

they will not leave their work without first obtaining permission from their immediate supervisor. Wherever possible, the Steward shall provide their supervisor with at least 24 hours written notice of any such meeting and will provide the names of those involved. In obtaining such permission, the Stewards shall state their destination to their immediate supervisor and report again to their supervisor at the time of their return to work. In accordance with this understanding, Stewards dealing with employee grievances during their regular hours of work, shall not suffer any loss in pay. It is understood that any such meeting may need to be rescheduled due to operational needs.

5.03 The Corporation acknowledges the right of the Union to appoint or select a negotiating committee of not more than two (2) Employees covered by the Collective Agreement plus the CUPE 905 Georgina Unit Chair, who may be from CUPE 905.03 or CUPE 905.26 and a staff representative of the Canadian Union of Public Employees, for the purpose of negotiating a renewal Agreement pursuant to notice given under Article 22, Duration.

5.04 An Officer of the Union shall be given the opportunity to interview each new Employee within regular working hours without loss of pay, for a maximum of twenty (20) minutes during the first month of employment at a mutually agreed upon time for the purpose of acquainting the new Employee with the benefits and duties of Union membership and responsibilities and obligations to the Employer and the Union.

5.05 The Union shall keep the Corporation notified in writing of the names of the Union executive, current stewards, and members of the negotiating committee.

5.06 Employees occupying positions set out in the column headed "Position Title" in Appendix "A" shall be required to pay an amount equivalent to the regular monthly union dues as determined from time-to-time. The Employer shall deduct such dues from each pay of each employee and remit them to CUPE 905. The Union shall notify the Corporation of any changes to this monthly sum and such notification shall be the Corporation's conclusive authority to make the deductions specified.

ARTICLE 6 – GRIEVANCE PROCEDURE

6.01 (a) The parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible and further, that every effort shall be made by the parties to effect a mutually acceptable resolution to such differences before advancing to Step No. 1 of the Grievance Procedure.

(b) After a grievance has been initiated, the Employer shall not initiate negotiations with the aggrieved employee with respect to the grievance, either directly or indirectly, without the consent or presence of a Steward or Chief Steward. Once initiated, the grievance shall become the property of the Union. For the purpose of the grievance procedure, "working days" shall be Monday to Friday inclusive. The date of submission of any grievance or the giving of any grievance or decision shall be excluded from the computation time.

6.02 A grievance shall be defined as any difference concerning the interpretation, application, administration or alleged violation of the provisions of this Agreement.

6.03 No grievance shall be considered where the circumstances giving rise to it or when the Employee becomes aware of it, occurred or originated more than ten (10) full working days before the filing of the grievance.

6.04 (a) Grievances properly arising under this Agreement shall be adjusted and settled as follows:

Step No. 1: The aggrieved Employee shall, with the assistance of a steward present his grievance in writing to his/her Supervisor or designate. Within five (5) working days of receipt of the grievance the Supervisor or designate will meet with the Employee. The employee may be accompanied by a representative of the Union. The Supervisor or designate shall give his/her decision in writing within five (5) working days following such meeting. If the Supervisor's or designate's decision is not satisfactory to the Employee concerned, then the grievance may be presented as follows.

Step No. 2: Within five (5) working days after the decision is given under Step No. 1, the aggrieved Employee, accompanied by his/her steward may present his/her grievance in writing to the Department Head or designate. Within five (5) working days of receipt of the grievance the Department Head or designate will meet with the Employee. The Employee may be accompanied by a representative of the Union. The Department Head or designate shall render his/her decision in writing within five (5) working days following such meeting.

Step No. 3: Within five (5) working days after the decision is given under Step No. 2, the aggrieved Employee, accompanied by a steward may present the grievance in writing to the Director of Human Resources or designate. Within five (5) working days of receipt of the grievance the Director of Human Resources or designate will meet with the employee. At this stage, the employee may be accompanied by a representative of the Union. The Director of Human Resources or designate shall render a decision in writing within ten (10) working days following such meeting.

(b) Time limits are to be mandatory for all steps of the entire Grievance Procedure unless the Union and the Employer mutually agree in writing to extend the time limits.

6.05 If final settlement of the grievance is not reached at Step No. 3, and which has been properly carried through all the steps of the grievance procedure and if the grievance is one which concerns the interpretation, application, administration or alleged violation of the Agreement, then the grievance may be referred in writing by either party to an Arbitrator as provided in Article 8 below at any time within thirty (30) working days after the decision is given under Step No. 3, and if no such written request for arbitration is received within the time limited, then it shall be deemed to have been abandoned.

6.06 Where a dispute involving a question of general application or interpretation within the Collective Agreement occurs, or where a group of Employees or the Union has a grievance, the grievance will be filed at Step 2.

6.07 Where a grievance concerns job selection for a bargaining unit position, the aggrieved employee will file his/her grievance at Step 2 with the Department Head of the job in question.

6.08 A claim by an employee who has completed his/her probationary period that he/she has been unjustly discharged shall be treated as a grievance if a written statement of such grievance is lodged with the Corporation as Step 3 of the grievance procedure within five (5) working days after the date the discharge is effected.

6.09 Where no written answer has been given within the time limit specified, the grievance may be submitted to the next step of the foregoing procedure, including arbitration.

ARTICLE 7 – ARBITRATION

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

7.02 The decision of the Arbitrator shall be binding on both parties.

7.03 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the grievance procedure.

7.04 The Arbitrator shall not have any power to alter or change any of the provisions of the Agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.

7.05 The parties to this Agreement will bear the expense of the Arbitrator jointly.

ARTICLE 8 – NO STRIKES – NO LOCKOUTS

8.01 In view of the orderly procedure established by this Agreement for the settling of disputes and handling of grievances, the Union agrees that during the life of this Agreement, there will be no strike, picketing, slowdown or stoppage of work, either complete or partial and the Corporation agrees that there will be no lockouts.

ARTICLE 9 – WAGES AND DIFFERENTIALS

9.01 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.

9.02 The Corporation agrees to maintain a Joint Job Evaluation Program, jointly agreed to by the Union and the Corporation, for the purposes of providing and maintaining the basis of an equitable wage structure.

9.03 **Wage Differentials**

A permanent full-time or part-time Employee specifically appointed by his/her Department Head or his/her designate to perform temporary duties for more than one (1) full day in a higher rated position that is or is not subject to this Agreement shall:

(i) receive the next higher rate of pay for that position that would result in an increase; or,

(ii) if the Employee is temporarily assigned to a lower rated position, his/her rate of pay shall not be changed.

ARTICLE 10 – JOB VACANCIES

10.01 Upon notification to the Union, the Corporation shall have up to four (4) weeks to determine whether a position shall be declared a vacancy and/or make any amendments to the existing position. If the Corporation determines that there is a permanent vacancy, a temporary vacancy of more than ninety (90) days or when a new position is created within the bargaining unit, the Corporation shall post notice of the position for a minimum of ten (10) business days. The posting will indicate the Department, location, nature of the position, required qualifications, shift, and wage rate or range, in order that Employees may have the opportunity to make written applications to the Human Resources Department for such positions. All employees who have completed their probationary period may make written application for the vacant position.

10.02 Vacancies which will not or are not expected to exceed ninety (90) calendar days need not be posted unless agreed to by the parties. Such temporary vacancies may be filled at the discretion of the Corporation, and the Union will be provided with notification.

10.03 The Corporation shall consider applicants for whom a successful bid would result in a promotion or transfer (as defined herein) to a higher or equal rate classification. In cases of promotion or transfer, the following factors shall be considered:

(a) qualifications and demonstrated performance;

(b) seniority.

When the matters in factor a) are relatively equal in the opinion of the Corporation, then factor b) shall govern.

10.04 The successful applicant shall be placed in the vacancy or new position for a trial period not exceeding three (3) calendar months. During the trial period, the Employee shall be paid the full rate of pay for the job classification. If during the trial period, the Employee proves unsatisfactory or makes a request to be returned to his/her former position, he/she will be returned to his/her former position and rate of pay without loss of seniority, as will any other Employee in the bargaining unit who was promoted or transferred by reason of the original filling of the vacancy or new position. Any applicants for the original posting will then be given consideration in accordance with Article 10.03. If there are no qualified applicants, then the position would be reposted.

10.05 It is understood that posted positions shall be filled from within the bargaining unit first, then from the temporary pool of employees working in a temporary position within the Roads or Waterworks Divisions and then from any other CUPE Bargaining Unit within the Corporation, prior to posting externally.

10.06 It is agreed and understood that a permanent employee who has successfully applied for a temporary assignment is restricted from applying for further temporary assignments for a period of one (1) year, or the actual term of the temporary assignment, where the term is less than one (1) year.

10.08 **External Advertising –** Union positions shall not be simultaneously internally and externally advertised without the consent of both parties. External applications will be considered only when no qualified internal applicant applies.

10.09 It is agreed and understood that a permanent employee who has been the successful candidate for another position and elects to invoke his/her right to return to his/her former position as per Article 10.04 is restricted from applying for further assignments for a period of six (6) months.

ARTICLE 11 – HOURS OF WORK AND OVERTIME

11.01 **Hours of Work**

The normal workweek for full-time employees shall consist of forty (40) hours per week. The normal workday shall consist of eight (8) hours, excluding the lunch period. The normal hours of work shall be between 7:30 a.m. and 4:00 p.m., Monday to Friday, with a half (½) hour for lunch. These times can be modified by mutual agreement. In addition, employees will be eligible to take two fifteen (15) minute breaks. It is understood and agreed that lunch and break times will not unduly interfere with the efficient operation of the Corporation. It is understood and agreed that Employees prevented from completing their lunch period shall be permitted to extend said period to provide a half (1/2) hour lunch.

11.02 It is expressly understood that the provisions of this article shall not constitute a guarantee of working schedules and/or starting/quitting times.

11.03 The parties agree that daily or weekly hours of work may exceed the time limits noted in Section 17 of the *Employment Standards Act, 2000*, as amended from time to time.

11.04 After 13, or more, continuous hours of work the next consecutive eight (8) hours must be time off except in emergency situations as determined by the Corporation and, if any of the 8 hours off fall within the employees' next regular scheduled shift, all such hours shall be paid at straight-time rates. Under no circumstances will any Employee be required or allowed to work more than 20 hours, without an 8 hour break.

11.05 **Overtime**

Overtime means time worked in excess of the normal workday and/or workweek, as specified in Article 11.01. Overtime shall be paid at the rate of time and one-half (1-1/2) the Employee's regular straight time rate for all overtime hours worked, with the exception of hours worked on Sunday, which shall be at the rate of two (2) times the regular straight time rate.

It is understood and agreed that all scheduled overtime to address significant weather or infrastructure repair issues constitutes mandatory overtime. All overtime assigned or requested by management shall be offered equally among the qualified, permanent employees, based on their work location. Notice of scheduled overtime will be provided with as much notice as possible, but no less than 8 hours prior.

11.06 **Lieu Time**

(i) At the election of the Employee, time off with pay equal to the number of overtime hours worked at the overtime rate may be substituted in lieu of overtime pay, at a time suitable to the Corporation and the Employee. A total of 120 hours per calendar year may be deferred in such manner and used no later than March 31st of the following year.

(ii) Any deferred days as set out in subsection (i) of this Article not requested for a payout or used as lieu time by March 31st, shall be paid out to eligible Employees no later than April 30th in each calendar year.

11.07 **Special Shift**

Should it be deemed necessary by the Corporation, a special shift consisting of a normal working day or working week at hours other than normal hours, may be scheduled. This would constitute a normal shift and notice of it must be given twenty-four (24) hours in advance. Failure to provide twenty-four (24) hours notice shall result in payment of overtime for any hours worked during such special shift. However, the Employer will endeavor to provide as much notice as possible.

11.08 **Meal Allowance**

An Employee who is required to work three (3) or more hours overtime immediately prior to or following that day's regularly scheduled shift shall be provided a meal allowance of eight dollars ($8.00).

11.09 **Call Back**

Notwithstanding the provisions of Article 11.02, an Employee who has left the Corporation's premises, having worked his regular shift, and who is called into work outside of his regular scheduled hours shall be paid overtime for all such additional hours worked or two (2) hours at his regular rate of pay, whichever is greater.

One other call back received during the first two (2) hour period will constitute a continuation of the first call-back and any time worked will be paid for at the applicable overtime rate. However, a third or subsequent call-back during any twenty-four (24) hour period shall be treated as a new call-back.

11.10 **Shift Premiums**

The Employer agrees to pay a shift premium of $1.20 per hour to employees for each hour worked between the hours of 17:00 and 06:00. Overtime and premium payments will not pyramid under any circumstances.

11.11 **Stand-by**

The option to invoke the stand-by provisions is at the sole discretion of management. Employees will be assigned to stand-by on a rotational basis with a schedule provided at least 30 days in advance. In the event an employee is unable to be on standby as scheduled; he/she must make arrangements to switch with another employee.

The Employee on stand-by Monday to Friday will be paid two (2) hours at his/her regular rate of pay for each day he is on stand-by. The Employee on stand-by on Saturday, Sunday or a paid holiday (with the exception of the floating holiday) will be paid three (3) hours at his/her regular rate of pay for each day he is on stand-by. In addition to this stand-by pay, the Employee, if called out, will receive a minimum of three (3) hours at the appropriate overtime rate. Any other call outs received during the first three (3) hour period will constitute a continuation of the first call-out. All further call outs will be paid at the regular overtime rate only for hours worked.

An employee will have up to one (1) hour to report to work from the time he or she is called in to work while on standby.

ARTICLE 12 – PAID HOLIDAYS

12.01 (a) The following paid holidays and any other holidays proclaimed by the Federal, Provincial or Municipal Government, regardless of when they fall, will be granted with pay to all Employees:

New Year's Day	Family Day
Victoria Day	Good Friday
Easter Monday	Canada Day
Civic Holiday	Labour Day
Thanksgiving Day	½ Day Christmas Eve
Christmas Day	Boxing Day
½ Day New Year's Eve	1 Floating Holiday

(b) Payment for such holidays will be based on the Employee's regular hourly rate multiplied by the number of hours he/she would normally have worked on such day.

(c) When any of the above named holidays fall on a Saturday or Sunday, then the Friday preceding or the Monday following such holiday shall be designated by the Corporation as the day of observance of such holiday.

12.02 Any Employee required to work on a paid holiday (with the exception of the floating holiday) as defined above shall be paid for all authorized work performed on such holiday at two (2) times his regular straight time rate of pay for all hours worked in addition to his holiday pay.

12.03 Observance of the one (1) Floating Holiday shall be at a time mutually agreed upon by the Supervisor and the Employee and shall be subject to the following:

(i) it shall be taken during the calendar year in which it was awarded;

(ii) failure to take the Floating Holiday during the calendar year forfeits all entitlement to the holiday.

(iii) Employees are entitled to the Floating Holiday after successful completion of the probation period.

ARTICLE 13 – VACATIONS

13.01 Accrued vacation can be taken after the probationary period. Employees will accrue paid vacation time as follows:

Years of Service	Days based on a 5-day work week	Based on a 40-hour work week
Less than 1 Year	1 day per month, to a maximum of 12 days	8 hours per month worked to a maximum of 96 hours
After 1 years	12 days	96
After 2 years	15 days	120
After 3 years	15 days	120
After 4 years	15 days	120
After 5 years	16 days	128
After 6 years	17 days	136
After 7 years	18 days	144
After 8 years	19 days	152
After 9 years	20 days	160
After 10 years	21 days	168
After 11 years	22 days	176
After 12 years	23 days	184
After 13 years	24 days	192
After 14 years	25 days	200
After 15 years	26 days	208
After 16 years	26 days	208
After 17 years	27 days	216
After 18 years	27 days	216
After 19 years	28 days	224
After 20 years	28 days	224
After 21 years	29 days	232
After 22 years	29 days	232
After 23 years	30 days	240

13.02 The vacation year shall be January 1 to December 31. Employees shall be credited with their vacation entitlement on January 1st of each year in accordance with the schedule. Progression on the schedule shall occur in the calendar year in which the employee's anniversary date falls and shall be pro-rated from the employee's anniversary date of employment to December 31 of that year.

13.03 In any vacation year, employees shall be permitted to take their annual vacation prior to having earned it. Should an employee leave their employment before earning the vacation time taken, the employee is responsible for payment of unearned vacation credits taken and the Town will withhold or make deduction from the employee's final pay.

13.04 **Vacation Carryover**

It is understood and agreed that as a general principal, employees are encouraged to take their annual vacation entitlement. It is further understood that Employees will be approved to take such vacation subject to demonstrated operational requirements.

(a) An employee may postpone part of his/her annual vacation entitlement provided the employee uses the lesser of his/her annual entitlement or two (2) weeks; and the total vacation carryover may not exceed fifteen (15) days.

(b) An employee may make a written request carryover more than fifteen (15) days for specific use. Details of the specific reason for this carryover must be provided at the time of the request and must contain the expected dates the vacation shall be taken. The approval of such request shall be at the discretion of the Department Head.

(c) Any additional days or hours beyond the cap of fifteen (15) days shall be paid out in January of the following year at the employee's regular, current rate of pay.

(d) Where a manager requests, and the employee agrees to the postponement of all or part of the employee's vacation, that period shall be in addition to the time specified in paragraph (a) above.

13.05 If an employee's vacation is interrupted due to illness or accident requiring hospitalization, the period of hospitalization will be considered sick leave upon submission of a satisfactory medical documentation and the vacation credits will be restored.

13.06 An Employee shall give notice in writing to his/her supervisor by the 15th day of November in each year of his/her preferred vacation dates for the following year. On receipt of such notice, vacation dates shall be confirmed by December 15. When two or more Employees in the same section request the same or overlapping dates, preference will be given to the senior Employee.

13.07 Employees who fail to give notice of vacation preference by November 15th shall be granted vacation, considering vacation dates confirmed by December 15th, on a first come, first served basis, and such vacation request will be confirmed or denied within two (2) weeks of application.

13.08 Vacation entitlement will accrue whenever an employee is away from work because of: short term income protection plan, pregnancy/parental, personal emergency or any other approved ESA leave. Paid vacation credits will not accrue while an Employee is absent from work on an unpaid leave of absence in excess of thirty (30) calendar days for any other reason.

ARTICLE 14 – SENIORITY

14.01 Seniority as referred to in this Agreement shall mean length of service from date of last hire in the employ of the Corporation and shall be on a bargaining unit wide basis.

14.02 Seniority lists maintained by the Employer shall be revised every twelve (12) months and a copy sent to the Union and posted on staff bulletin boards.

14.03 An Employee's seniority shall be frozen if he is absent from work because of lay-off or leave of absence that is unpaid but is approved by the Employer. An Employee shall not lose, and shall continue to accumulate, seniority if he is absent due to sickness, accident or approved paid leave of absence.

14.04 The CUPE 905 Georgina Unit Chair shall be notified within five (5) working days of all appointments, hirings, lay-offs, promotions, transfers, recalls and terminations of employment and all transitions to and/or from the Bargaining Unit. When a vacancy occurs, or a new position is created within the bargaining unit, the Employer shall notify the Union in writing.

14.05 **Loss of Seniority**

An employee shall lose all seniority and shall be deemed to have quit if he/she:

(a) resigns;

(b) is discharged and not reinstated through the Grievance or Arbitration procedures;

(c) retires;

(d) is laid off for a period no longer than two (2) years;

(e) is absent from work without permission for three (3) consecutive schedule shifts without notifying the Employer, unless such notice was not reasonably possible;

(f) accepts gainful employment while on a leave of absence without first obtaining the consent of the Corporation in writing;

(g) fails to return to work within eight (8) calendar days following a lay-off and after being notified by registered mail to do so, unless through sickness or other reasonable cause. It shall be the responsibility of the Employee to keep the Employer informed of his current address; or,

(h) is absent from work for any reason for a period longer than thirty (30) consecutive months.

14.06 **Lay-off**

(a) Notice and Consultation with Union

In the event of a proposed layoff the Employer shall meet with the Union as far in advance as possible, but no less than four (4) weeks, to discuss the reasons/rationale such layoffs.

(b) Lay-off

In the event of a lay-off:

(i) Employees to be laid off will be provided with notice as soon as possible but no less than four (4) weeks' notice. The Employer will meet with the union to communicate reasons for lay-off, expected duration, and affected employees.

(ii) Employees shall be laid off in reverse order of their seniority provided they have the qualifications and ability to do the work remaining.

(iii) An employee being laid off may:

- accept the lay-off; or,

- be transferred into a position the Corporation has declared vacant in the same wage grade or a lower wage grade, provided he/she has the qualifications and ability to do the work; or,

- be entitled to displace any employee in the bargaining unit who has less seniority in the same wage grade or a lower wage grade, provided he/she has the qualifications and ability to do the work.

(iv) An employee who elects to bump into a position in a lower wage grade will be paid the full wage rate of the position as per Article 26.01.

14.07 **Recall**

(a) Employees shall be recalled in the order of their seniority provided they have the qualifications and ability to do the work.

(b) Employees being recalled from layoff are not entitled to be recalled into a position at a higher rate of pay than the position he/she was laid off from.

(c) The posting provisions of this collective agreement shall be suspended for the purposes of recalling laid off employees.

(d) If a vacancy is not filled through recall, it will be posted.

ARTICLE 15 – LEAVES OF ABSENCE

15.01 Leave of Absence Without Pay

The Corporation may grant leave of absence without pay and without loss or accumulation of seniority to an Employee for good and sufficient personal reasons. All requests for such leaves of absence shall be in writing as far in advance as practicable and the Corporation agrees to confirm or deny the request for such leaves as soon as practicable.

15.02 Bereavement Leave

(a) In the event of a death in the immediate family of an Employee covered by this Agreement, the Employer agrees to grant time off with normal pay (exclusive of premiums) for the purpose of grieving, making arrangements for and/or attending the funeral.

(i) Up to five (5) days for spouse/partner, (common-law spouse) or child (step-child);

(ii) Up to three (3) days for father, mother, brother, sister, grandchild, grandparent (or said step-relative) of the Employee or the Employee's spouse/partner;

(iii) Up to one (1) day for attending the funeral of an aunt, uncle, niece or nephew (or said step-relative) of the Employee or the Employee's spouse/partner; or to act as a pallbearer.

(b) Bereavement leave must be taken in consecutive days. However, an Employee may reserve one (1) bereavement day from the appropriate entitlement to attend a funeral, burial or "Celebration of Life", which occurs at a later date.

(c) When attending a funeral as outlined above and the burial occurs within the Province of Ontario, and is five (5) hours or more by car, then such leave shall include reasonable travelling time, not to exceed one (1) additional day.

(d) When attending a funeral as outlined above and the burial occurs outside the Province, such leave shall include reasonable travelling time, not to exceed four (4) additional days.

(e) When bereavement occurs during an Employee's vacation period the Corporation shall substitute bereavement days for vacation days.

(f) Bereavement leave may not be accrued or transferred to any other date, with the exception of the circumstances outlined in Article 15.02(b).

15.03 **Serious Illness Leave**

Employees are entitled to Serious Illness Leave after successful completion of the probation period.

In the event of a serious illness of any family member as outlined in Article 15.02, approval must be granted in advance by the employee's Department Head and/or the Chief Administrative Officer. Approval for paid days, when granted, will not exceed ten (10) days total in a calendar year.

15.04 **Family Related and Personal Leave**

Employees are entitled to Family / Personal Leave after successful completion of the probation period.

Family related and Personal Leave is to enable an employee to be absent from employment for a maximum of four (4) days, per calendar year, non-cumulative, without loss of wages or benefits, for the following reasons:

(a) Unanticipated emergency-related incidents;

(b) Medical-related appointments of the employee's spouse, parent, parent in-law, child or dependent, which prevents the employee for reporting to work or requires him/her to leave the workplace early;

(c) For religious or ethno-culture observances.

15.05 **Birth/Adoption Leave**

Employees are entitled to Birth / Adoption Leave after successful completion of the probation period.

An employee shall be entitled to two (2) days for the birth/adoption of a child of which the employee is the parent, legal guardian or primary caregiver. Any employee who is entitled under the Collective Agreement for a same or greater benefit, then this clause will not apply.

15.06 **Leave for Union Business**

(a) The Corporation agrees to grant leave of absence without pay and without loss of seniority for Union business to not more than two (2) Employees from each department, on any one day(s), selected by the Union to attend conventions or conferences or training. It is understood however, that the cumulative total of leave of absence granted under this section shall not exceed thirty (30) days in any calendar year and that request for such leaves of absence shall be made in writing at least three (3) weeks in advance of such leave. The Corporation agrees to confirm or deny the request for such leave of absence within five (5) days of receipt of the request. It is understood by the parties that less than three (3) weeks' notice may be accepted in exceptional circumstances.

(b) Where an Employee who is elected or appointed to a full-time or part-time office, or employment with CUPE Local 905 or CUPE National or CUPE Ontario, the employer will consider a request for an extended leave of absence for such Employee and the Employer may grant such leave of absence. Such leave shall not be unreasonably denied. The Employer shall pay the Employee's wages and benefits during such leave, and may be required to top up the salary/Grade/level, to that which is assigned by the 905 Executive Board. However, it is agreed and understood by the parties that the Employer shall invoice the Union and Union shall forthwith provide full reimbursement to the Employer.

(c) Upon thirty (30) days written notice, the employee shall be returned to his/her former position or to a position comparable to which he/she was employed before taking office. It is understood the Employer may fill the position with a temporary employee for the length of the leave.

15.07 **Jury Leave**

Employees who are required to serve as jurors or who are subpoenaed to appear in court as witnesses in cases in which they are not personally interested, shall be granted leave of absence for this purpose. Such leave will not constitute a break in service for the calculation of seniority or sick leave credits. Upon completion of his/her jury or witness service, such Employee shall present to his/her Department Head a satisfactory certificate showing the period of such service. Such Employee shall be paid his/her full salary or wage for every day of active duty or such jury or witness service provided that he/she shall deposit with the Treasurer of the Corporation the full amount of compensation received, excluding mileage and traveling expenses, and an official receipt therefore.

15.08 **Continuation/Cancellation of Benefits During Leave of Absence**

(a) Where an Employee requests a leave of absence for a period greater than one (1) month, the Employee shall be given the option to continue the benefits, or to have the benefits cancelled, in accordance with the terms and conditions of the carrier. If the Employee elects to continue the benefits, payments must be tendered to the Corporation to cover the cost of the benefits during the period of leave of absence. The benefits include:

Extended Health and Dental

Group Life Insurance

(b) Payment may be made to the Corporation by way of post-dated cheques dated the first day of each month. The effective date of all benefits provided by the Corporation shall be on the basis as those on commencement or termination of employment.

(c) The provisions of this Article shall not be applicable to those Employees on Workplace Safety and Insurance leave or employees on protected leaves of absence, as defined by the *Employment Standards Act, 2000.*

15.09 **Pregnancy and Parental Leave**

(a) The Corporation shall grant leaves in accordance with the *Employment Standards Act, 2000*, as amended from time to time for Pregnancy and Parental Leave.

(b) Seniority for all purposes continues to accrue during pregnancy or parental leaves.

(c) The Corporation shall pay the premium for all applicable benefits, (excluding OMERS), for the duration of the pregnancy or parental leave. If the employee wishes to contribute to the OMERS pension plan during the pregnancy or parental leave, the Corporation will match the contribution for the period involved. The employee can elect to not continue contributions to the OMERS pension plan during the pregnancy or parental leave.

ARTICLE 16 – SICK LEAVE

16.01 All full-time Employees shall be covered by the Corporation's Short Term Income Protection Plan as defined herein and in Appendix "B" attached hereto.

16.02 The Corporation will pay 100% of the premium costs for a Long Term Disability insurance plan. It is understood and agreed that the administration of the plan is not arbitrable.

ARTICLE 17 – EMPLOYEE BENEFITS

17.01 Every Full-time Employee who meets the eligibility criteria under the Ontario Municipal Employees Retirement System shall join OMERS upon commencement of employment. The Employer and the Employee shall make contributions in accordance with the provisions of OMERS.

17.02 The Employer shall make available a group Life Insurance Plan in the amount of two (2) time's salary for each Employee upon commencement of employment and the Employer agrees to pay one hundred percent (100%) of the premiums for such plan.

17.03 The Corporation agrees to maintain and make available, a Dental Plan, a Vision Care Plan, and a Drug Plan equivalent to those plans agreed to at the date of ratification of this Collective Agreement.

17.04 **Early Retirement**

An employee under age 65 who has at least 20 years of continuous service from the last date of hire with the Town of Georgina and who retires prior to normal retirement age under the OMERS Pension Plan, will continue to receive Dental and Extended Health Benefits, plus Life Insurance coverage, with the Corporation paying 100% of the premiums for such benefits. This coverage will continue for a maximum of ten (10) years or age sixty-five (65), whichever comes first, subject to the termination provisions of the Group policy.

17.05 It is understood that the Corporation may at any time substitute another carrier for any Plan provided the benefits conferred thereby are not in total decreased. Before making such a substitution, the Corporation shall discuss the proposed change with the Union.

ARTICLE 18 – SERVICE RECOGNITION

18.01 It is agreed that the Employer will provide a bonus in recognition of long-term service with the Corporation commencing on the date the Employee completes five (5) years of service at $200.00 and increasing by the amount of $25.00 each year thereafter.

Rules of Application

(i) Years of Service shall be calculated on the Employee's anniversary date, being the date of commencement with the Corporation;

(ii) Awards shall be paid to the Employee within thirty (30) days of the anniversary date.

(iii) Awards shall be calculated in one (1) year increments, as the following schedule will clarify:

Years of Service on Anniversary Date	Award Amounted
5 years	$200.00
6 years	$225.00
7 years	$250.00
8 years	$275.00
9 years	$300.00
10 years	$325.00
11 years	$350.00
12 years	$375.00
13 years	$400.00
14 years	$425.00
15 years	$450.00
16 years	$475.00 etc

ARTICLE 19 – DISCIPLINE AND DISCHARGE

19.01 An Employee shall have the right upon giving two (2) working days' notice, to have access to and review his/her personnel record in the presence of a Human Resources Representative.

No evidence from the Employee's record of which the Employee was not aware at the time of filing may be introduced as evidence in any hearing.

The Employer will make and provide copies of any material contained in his/her personnel record at the request of the Employee.

19.02 **Discipline Letters**

All notations of reprimand and letters of discipline will be copied to the CUPE Local 905, Georgina Unit Recording Secretary within four (4) business days of the employee receiving such a notations or letter.

19.03 **Removal of Discipline**

The Corporation shall remove, upon the employee's request, any notations of a reprimand or written disciplinary action from the employee's record after a period of eighteen (18) months from the date of the discipline, provided the employee has remained discipline-free for the 18 month period.

ARTICLE 20 – TECHNOLOGICAL CHANGE

20.01 It is agreed that no Employee will be laid off as a result of technological change.

20.02 It is further agreed that a committee consisting of two (2) representatives of each party shall be formed for the purpose of discussion only of the proposed changes.

ARTICLE 21 – GENERAL

21.01 Correspondence arising under the provisions of this Agreement shall be in writing to the Union, to the CUPE 905 Georgina Unit Chair or designate and, if to the Corporation, to the Director of Human Resources or designate.

21.02 When an Employee uses his privately owned motor vehicle on Corporation business, s/he will receive mileage in accordance with the CRA Guidelines.

21.03 The Corporation will provide bulletin boards in staff areas mutually agreed upon for the purpose of posting notices regarding meetings and other matters restricted to Union activity. Before posting, such notices must be signed by an Officer of the Local Union.

21.04 **New Job Positions**

(i) The Corporation shall provide to the Union, in writing, notification and details of any new or modified classifications. If the parties are unable to agree on inclusion in or exclusion from the Bargaining Unit, the matter shall be submitted to the grievance process.

(ii) When the Corporation creates a new job position within the bargaining unit, the Joint Job Evaluation Committee shall evaluate the position in accordance with the Job Evaluation Program.

21.05 Schedule "C" attached hereto headed "Provision of Work Clothing and Safety Equipment" is hereby made a part of this Agreement.

21.06 The Corporation shall print the Agreement as soon as possible after the date on which it is signed and issue a copy to each Employee and the cost for the same shall be shared equally by both parties.

21.07 The Employee shall notify the Employer in writing, their supervisor and the Human Resources Office, of any change in the Employee's address or primary phone number or change in dependant status within one week of any such change. The Employee or the Union shall save the Employer harmless in any action resulting from the Employee not making the required changes in records as noted above.

21.08 Employees shall notify the Employer in writing of any change to the status of his/her driver's license or water operators certificates, and shall provide the Employer with any related documentation with respect to this change.

21.09 **Medical Certificate Reimbursement**

The Employer shall reimburse the cost incurred by an Employee as a result of a request for medical documentation by the Employer up to a maximum of twenty-five dollars ($25.00).

21.10 The Corporation shall compensate all Road Division drivers for the following:

1. The Medical Reporting costs for a Class A and/or D license.

2. The cost of knowledge and road test.

ARTICLE 22 – DURATION

22.01 This Agreement shall continue in effect from June 1, 2017 to March 31, 2020 and shall continue automatically thereafter for annual periods each of one (1) year unless either party notifies the other in writing within ninety (90) days prior to the expiration date that it desires to amend or terminate the Agreement.

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

22.03 Increases to the salary schedule as a result of bargaining, shall be retroactive to the effective date agreed upon by the parties, and shall be paid to all employees in the active employ of the Employer as of the date of ratification by the Parties.

APPENDIX "A" – WAGE RATES

Job rates to be determined through the Job Evaluation Program, i.e. the CUPE Town of Georgina Job Evaluation Program:

- If the process results in lower rates than currently provided, existing employees will be red circled.
- If the process results in higher raters than currently provided, retro payments to be issued.

Wage Increases:

April 1, 2018 – 1.75% increase to job rates and incumbents

April 1, 2019 – Upon completion of the job evaluation process, 1.5% increase to the job rate effective April 1, 2019. Any incumbents who have been red circled following the job evaluation process will receive a lump sum payment of 1.5% on all regular hours worked from April 1, 2019 through March 31, 2020. Lump sums to be paid in two installments on or about September 30, 2019 and on or about March 31, 2020.

Position Title	Step 1 Start Rate (85%)	Step 2 6 months (90%)	Step 3 1 Year (95%)	Step 4 18 Months (100%)
OIT				
Level I Water & Wastewater				
Level II Water & Wastewater				
Road Attendant				
Lead Hand Roads				

APPENDIX "B" – STIPP/LTIPP

SHORT-TERM INCOME PROTECTION PLAN ("STIPP")

1. (a) STIPP is a period of disability resulting from illness or injury, as determined by a qualified medical practitioner, which prevents an Employee from attending his regular work and which extends for a period of not more than twenty-six (26) weeks (130 days).

(b) Employees entitled to STIPP will be paid at 100% rate of pay and then 70% rate of pay in accordance with the following schedule:

Length of Service	100% Pay	70% Pay
From 6 months Service to the end of the first calendar year	--	15 Weeks
Less than Two Years	2 weeks	24 weeks
Two Years	3 weeks	23 weeks
Three Years	4 weeks	22 weeks
Four Years	5 weeks	21 weeks
Five Years	6 weeks	20 weeks
Six Years	7 weeks	19 weeks
Seven Years	8 weeks	18 weeks
Eight Years	9 weeks	17 weeks
Nine Years	10 weeks	16 weeks
Ten Years	11 weeks	15 weeks
Eleven Years	12 weeks	14 weeks
Twelve Years	13 weeks	13 weeks
Thirteen Years	14 weeks	12 weeks
Fourteen Years	15 weeks	11 weeks
Fifteen Years	16 weeks	10 weeks
Sixteen Years	17 weeks	9 weeks
Seventeen Years	18 weeks	8 weeks
Eighteen Years	19 weeks	7 weeks
Nineteen Years	20 weeks	6 weeks
Twenty Years	21 weeks	5 weeks
Twenty-one Years	22 weeks	4 weeks
Twenty-two Years	23 weeks	3 weeks
Twenty-three Years	24 weeks	2 weeks
Twenty-four Years	25 weeks	1 week
Twenty-five Years or more	26 weeks	-----

(c) Length of service for any Employee, for the purposes of this Plan, shall mean completed continuous years of service with the Employer as of January 1st, in any year, and shall commence from the date of permanent employment with the Employer and shall be based on full years of service in any year.

(d) For the purposes of this Plan, a week's pay for hourly paid Employees shall be the basic hours worked per week, multiplied by the Employee's standard rate per hour, paid on a weekly basis, but shall not include any sporadic shift premium, sporadic overtime, or other increments.

(e) This schedule shall be renewed on January 1st of each year. Where an employee is not actively at work due to illness, leave of absence without pay, modified work program or lay-off as of January 1st, or where an employee exhausts his/her full STIPP entitlement (130 days), the STIPP bank will not be restored until the employee can meet the active employment requirement defined below in (f).

(f) Active Employment Requirement: An employee must return to work on full-time hours and work the regular full-time hours consecutively for twenty-eight (28) consecutive business days before the STIPP bank is will be restored. It is further understood that approved bereavement leave from work will be included in the twenty-eight (28) consecutive calendar days accumulation.

(g) An employee who meets the Active Employment Requirement prior to July 1st will have each of their STIPP banks restored at 100% of their applicable entitlement. An employee who meets the Active Employment Requirement on or after July 1st will have each of their STIPP banks restored at 50% of their applicable entitlement.

2. Payments from the Schedule will be made from the first day of absence.

3. An Employee who is absent from work, on a Workplace Safety and Insurance claim, is entitled to draw upon his 100% STIPP entitlement schedule, and this source only, for the purpose of topping up Workplace Safety and Insurance benefits to one-hundred percent (100%) of standard wage/salary. In this event, Workplace Safety and Insurance Board payments will be paid directly to the Corporation and the appropriate STIPP bank adjustments will be made. Such arrangement shall occur automatically and continue, if necessary, until STIPP entitlement is exhausted.

4. When an Employee can demonstrate to the Employer that he/she can only attend a physician and/or dentist as part of a regular treatment during the day, this Plan will provide payment for such absences to a maximum of twelve (12) hours in a calendar year.

5. Whenever any Employee is absent from his employment, such Employee must notify the Employer in the morning on the first day of such absence, and each subsequent day of absence, unless such notification cannot reasonably be given, or unless notification has been provided for the length of the absence. In the event that such notification cannot reasonably be given within this period, such Employee must notify, or cause notification to be given, at the earliest reasonable opportunity.

6. A medical certificate will be required for each period of absence lasting five (5) or more working days, after each thirty (30) calendar days, and prior to returning to work. The certificate must attest to the fact that the employee was under the Doctor's care, provide the estimated date the employee may return to his/her duties and must be signed and dated by the attending physician. In specific circumstances, the Corporation may

request that a Claim Form be completed by the employee's physician and forwarded to the Town's Medical Advisor or case manager. This request by the Corporation may occur at any time during the employee's absence from work. A satisfactory medical certificate will be required before permission is granted to return to normal duties.

There shall be no sharing of medical information to any third party without the express permission of the Employee, in writing.

It is the employee's responsibility to provide medical certificates within the specified time periods or at the Corporation's request.

7. Payments will be made for a maximum of twenty-six (26) weeks (130 days) during any one continuous period of disability.

   Successive absences due to the same or related cause, as verified by a medical certificate, will be considered as one continuous period of disability unless separated by return to active employment for a period of three (3) months. A disability due to a different cause will be considered a new period after a return to active employment for one (1) month.

8. No benefits shall be payable during a period of pregnancy leave of absence to which an Employee is entitled under The Employment Standards Act, or during any such longer period of pregnancy leave of which the Employee has applied and been approved by the Employer.

9. An Employee who is engaged in outside employment, apart from his employment with the Corporation, is not entitled to any benefits under the provisions of this Plan for any occupational illness or injuries sustained during such periods of outside employment for which benefits under The Workplace Safety and Insurance Act or a Short-Term Disability Plan are available.

10. It is understood that from time-to-time, circumstances may occur for which provision has not been made in a Plan. When such circumstances do arise in relation to this Plan, the Administrator shall make the final decision as to disposition; however, his/her decision shall be consistent with the spirit of this Plan.

LONG TERM INCOME PROTECTION PLAN ("LTIPP")

The following outlines the LTIPP benefits applicable to all Employees. This is a summary of the benefits available only and all matters must be referred to the actual insurance plan when determining eligibility and the level of benefits available.

The Town shall pay the premiums to provide an insurance plan providing Employees with LTIPP. All issues regarding Employee eligibility for LTIPP benefits are determined by the insurance plan provider and any disputes regarding said eligibility would be between the Employee and insurance company beyond the scope of this collective agreement.

For eligible Employees, a benefit level of 75% of monthly earnings to a maximum of $7,500.00 would be payable to the earlier of retirement or age 65. The plan is subject to a three (3) month waiting period and a 180 day elimination period.

All group benefits not eligible for waiver of premium provisions, such as Semi-Private Hospital, Extended Health Care and Dental Benefits would be discontinued after 24 months of continuous disability on LTIPP.

APPENDIX "C" – PROVISION OF WORK CLOTHING AND SAFETY EQUIPMENT

Work clothing and necessary/required safety equipment shall be provided by the Corporation to particular Employees as follows:

1	Pair Insulated Rubber Safety Boots	As required
1	Pair CSA certified Grade 1 footwear bearing the green triangle patch, up to a maximum value of $200	Per calendar year
1	Winter Parka and Insulated Coveralls/Overalls	Every 2 years (alternating)
1	Summer Jacket	Every 2 years
1	Rain coat	As required
1	Winter gloves	Per calendar year
1	Summer gloves	Per calendar year
5	Work t-shirts or 3 button up shirts	Per calendar year
3	Work Pants	Per calendar year
1	Coverall or Overall	Per calendar year

1. All safety equipment will be worn in accordance with safety regulations and the appropriate statutes, and will be provided as required.

2. Work Clothing items will be provided every three (3) years unless otherwise stipulated. The items will however, be replaced when worn out.

3. Work Clothing provided by the Corporation must be worn when required by the Corporation.

4. Whenever logoed clothing is replaced, employees are required to return the used clothing to the Corporation.

LETTER OF UNDERSTANDING

BETWEEN:

CORPORATION OF THE TOWN OF GEORGINA
(hereinafter called the "Corporation")

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES, AND ITS LOCAL 905.26
(hereinafter called the "Union")

RE: COMMITTEE RE WATER STAFF TRIAL SCHEDULE

The parties agree that a committee will be struck to address the operational concerns related to the introduction of a schedule for Water Staff consisting of four (4) ten (10) hour shifts per week on a trial basis. The purpose of the committee is to work collaboratively to consider solutions to these operational concerns and to determine if a trial of the compressed work schedule is feasible.

The committee shall consist of two (2) representatives from the Corporation and two (2) representatives from the Union. At the Union's request, the first meeting shall be held within sixty (60) days of ratification of the Collective Agreement.

If both parties agree that a trial of the compressed work schedule for the Water staff is feasible, a Letter of Understanding will be prepared setting out the details of same.

Signed at Newmarket, Ontario the 4th **day of** SEPTEMBER, **2018.**

For the Employer: **For the Union:**

LETTER OF UNDERSTANDING

BETWEEN:

CORPORATION OF THE TOWN OF GEORGINA
(hereinafter called the "Corporation")

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES, AND ITS LOCAL 905.26
(hereinafter called the "Union")

RE: VACATION CARRYOVER TRANSITION

The parties agree to the following process which provides an opportunity for employees to use accumulated vacation credits in excess of the allotted carry over as detailed in Article 15.02.

As of the date of ratification of this agreement:

- Any employee who is carrying more than the agreed upon allotment allowed of fifteen (15) days shall be required to meet the allotment allowances under Article 15.02 no later than January 1, 2019.
- Any employee who is carrying more than twenty (20) days shall be required to meet the allotment allowances under Article 15.02 no later than January 1, 2020.
- There will be no payout of vacation to these employees prior to these respective dates.

Signed at Newmarket, Ontario the 4th **day of** SEPTEMBER, **2018.**

For the Employer:

4 Sep 18

For the Union:

MEMORANDUM OF SETTLEMENT

BETWEEN:

THE CORPORATION OF THE TOWN OF GEORGINA

(hereinafter referred to as "the Corporation")

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 905.26

(hereinafter referred to as "the Union")

The attached memorandum constitutes a tentative settlement between the parties with respect to the first collective agreement between the above-noted parties.

NOW THEREFORE the parties agree as follows:

1. The undersigned representatives of the parties hereby agree to unanimously recommend the following settlement of a first collective agreement to their respective principals for ratification.

2. Any proposals not specifically referenced in this Memorandum of Settlement and Appendix "A" (the "Collective Agreement") hereto shall be deemed withdrawn/abandoned.

3. The Collective Agreement, including all of its terms, unless otherwise expressly provided for herein, shall come into effect the date this Memorandum of Agreement is ratified by both parties' respective principals ("Date of Ratification"). Subject to paragraph 5 herein, all adjustments to compensation, including benefits, are prospective in nature and shall become effective thirty (30) calendar days from the Date of Ratification unless otherwise expressly provided for herein.

4. The term of the Collective Agreement will be from June 1, 2017 to March 31, 2020.

5. The wage increase effective April 1, 2018 will be based on the current salary grid as set out below. Retroactive wage adjustments for all hours worked will be paid within ~~ninety (90)~~ sixty (60) days of the Date of Ratification.

Position Title	Step 1 Start Rate (85%)	Step 2 6 months (90%)	Step 3 1 Year (95%)	Step 4 18 Months (100%)
OIT	24.15	25.82	27.49	29.16
Level I Water & Wastewater	27.58	29.25	30.92	32.59
Level II Water & Wastewater	29.30	30.97	32.64	34.31
Road Attendant	29.30	30.97	32.64	34.31
Lead Hand Roads	33.38	35.34	37.31	39.27

5. It is understood and agreed that effective April 1, 2018 the four (4) Road Attendants and the two (2) Lead Hand Roads who are currently at Step 2 or Step 3 of their respective wage grids, will be moved to the appropriate step of the wage grid based on the newly agreed to time frames for movement in the grid as set out above. These time frames are based on the employee's length of service in their current position.

6. Final acceptance of the Memorandum of Settlement is subject to a majority vote in the affirmative by the membership of the Union and the elected Council of the Town of Georgina.

DATED at Newmarket, Ontario this 4th day of September, 2018.

For the Employer:

4 Sep 18

For the Union:

Brandon Hill